

## SERVICE AGREEMENT NO. 3399

### CITY OF CORPUS CHRISTI

#### MASTER SERVICES AGREEMENT FOR GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING

This Agreement is between the City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or designee and **Rock Engineering & Testing Laboratory, Inc.** an Texas Corporation, 6817 Leopard Street Corpus Christi, TX 78409 ("Lab").

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## ARTICLE I – PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many tasks as City and Lab agree will be performed under the terms and conditions of this Agreement. Each task Lab performs for City hereunder shall be designated a Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both City and Lab. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 The Lab shall provide its Scope of Services, to be included in each Task Order. The Scope of Services shall include all associated services required for Lab to provide such Services, pursuant to this Agreement, and any and all Services which would normally be required by law or common due diligence in accordance with the standard of care defined in Article VIII of this Agreement. Lab will perform the services in accordance with the approved Scope of Services and with Lab's response to the Request for Qualifications related to this project, which response is incorporated by reference into this Agreement as if set out here in its entirety.
- 1.3 All services provided by Lab shall be performed in accordance with the Terms and Conditions to this Master Services Agreement attached hereto and incorporated herein as **Exhibit A**. All work will be subject to authorization from City. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work.
- 1.4 The general scope for these Task Orders is outlined in **Exhibit B**. More specific scope of work will be issued for pricing when a task order is needed.
- 1.5 Lab must provide all labor, equipment and transportation necessary to complete all services agreed to in a timely manner throughout the term of the Agreement. Persons retained by Lab to perform work pursuant to this Agreement shall be employees or subcontractors or subconsultants of Lab. Lab must provide City with a list of all subcontractors/subconsultants that includes the services performed by the subcontractors/subconsultants and the percentage of work performed by the subcontractor/subconsultant. Changes in Lab's team that provides services under this Agreement must be agreed to by the City in writing.
- 1.6 Lab must not begin work on any Task Order authorized under this Agreement until they are briefed on the scope of the Project and are issued the fully executed Task Order to proceed.

## ARTICLE II – COMPENSATION

- 2.1 The Compensation for all services performed under this Agreement shall not exceed **\$750,000.00**.
- 2.2 The Lab's fee for each Task Order will be on a quantity and unit price basis or lump sum basis with a negotiated not-to-exceed amount. The fees will not exceed those set out in the Task Order and will be full and total compensation for all services outlined in each Task Order, and for all expenses incurred in performing these services.
- 2.3 Lab shall price Task Orders in accordance with **Exhibit C, Rate Schedule**, subject to approval by the City.
- 2.3 All services shall be performed in accordance with the applicable standard of professional care set forth herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion. City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director.

- 2.4 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any Task Order or as final compensation or regarding any amount that may be withheld by City, Lab shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Lab does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.
- 2.5 Lab will submit progress invoices to City Engineer monthly and final invoice upon completion of services. Each invoice is due and payable by City within 30 days of receipt and approval to pay by the City Engineer.
- 2.6 Request for final compensation by Lab shall constitute a waiver of claims except those previously made in writing and identified by Lab as unsettled at the time of final Payment Request.
- 2.7 Any fee payable under this Agreement is subject to the availability of funds. The Lab may be directed to suspend work pending receipt and appropriation of funds.

### ARTICLE III – INSURANCE REQUIREMENTS

- 3.1 Lab must not commence work under this Agreement until all required insurance has been obtained, and such insurance has been approved by the City. Lab must not allow any subcontractor or subconsultant to commence work under this Agreement until all similar insurance required of any subcontractor or subconsultant has been obtained.
- 3.2 Insurance Requirements for this Agreement are set out in the Terms and Conditions to this Agreement which is attached hereto and incorporated herein as **Exhibit A**.

### ARTICLE IV - INDEMNIFICATION

**Lab shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, or other entity, excluding the engineer or architect or that person's agent, employee or consultant, over which the City exercises control ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Lab or its agent, Lab under contract or another entity over which Lab exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.**

**Lab shall defend Indemnatee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Lab shall reimburse the City's reasonable attorney's fees in proportion to the Lab's liability.**

**Lab must advise City in writing within 24 hours of any claim or demand against City or Lab known to Lab related to or arising out of Lab's activities under this Agreement.**

## ARTICLE V – TERM; RENEWALS; TIMES FOR RENDERING SERVICE

- 5.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).
- 5.2 This Agreement shall be applicable to all Task Orders issued hereunder from the Effective Date of the Agreement until Task Orders are complete.
- 5.3 The initial term of this Agreement shall be for a period of **one year** beginning on the Effective Date, unless extended by authority of the City Manager or designee. The Agreement may be renewed for up to **one-year** renewal option upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the prior term. Any renewals shall be at the same terms and conditions, plus any approved changes.
- 5.4 The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Lab will perform services and provide deliverables within a reasonable time.

## ARTICLE VI - TERMINATION OF AGREEMENT

- 6.1 City may terminate this Agreement or Task Order under this Agreement, with or without cause, upon seven days written notice to Lab at the address of record.
- 6.2 Lab will be compensated for authorized services completed up to the date of termination.

## ARTICLE VII – RECORD RETENTION; RIGHT OF REVIEW AND AUDIT

- 7.1 Lab grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Lab's records relating to the work and/or services provided under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Lab agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.
- 7.2 "Lab's records" include any and all information, materials and data of every kind and character generated as a result of the Work under this Agreement. Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in questions and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.
- 7.3 City agrees that it shall exercise the right to audit, examine or inspect Lab's records only during City's regular business hours. Lab agrees to allow City's designee access to all of Lab's records, Lab's facilities and Lab's current or former employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Lab also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.
- 7.4 Lab shall include this audit clause in any subcontractor, supplier or vendor contract.

## ARTICLE VIII – MISCELLANEOUS PROVISIONS

- 8.1 Assignability. The Lab will not assign, transfer or delegate any of its obligations or duties in this Agreement to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the Lab staff. If the Lab is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Lab fee may be assigned in advance of receipt by the Lab without written consent of the City.

The City will not pay the fees of experts or technical assistance or other Labs unless such employment, including the rate of compensation, has been approved in writing by the City.

- 8.2 Ownership of Documents. Lab agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings, test results and submittal data. Lab may retain a copy for its files.
- 8.3 Standard of Care. Services performed by Lab will be conducted in a manner consistent with that level of skill and care ordinarily provided by competent members of the profession practicing under the same or similar circumstances and professional license.
- 8.4 Licensing. Lab shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.
- 8.5 Entire Agreement. This Agreement, including Task Orders, represents the entire and integrated Agreement between City and Lab and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Lab.
- 8.6 Disclosure of Interest. Lab agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.
- 8.7 Certificate of Interested Parties. Lab agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.
- 8.8 Conflict of Interest. Lab agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>
- 8.9 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.
- 8.10 Provisions Required by Law. Each applicable provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were physically included herein.
- 8.11 Public Information. The requirements of Subchapter J Chapter 552 Texas Government Code may apply to this Agreement, and the Lab agrees that the Agreement may be terminated if the Lab knowingly or

intentionally fails to comply with a requirement of that subchapter.

- 8.12 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.
- 8.13 Title VI Assurance. Lab shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability or age.
- 8.14 Independent Contractor. The relationship between City and Lab under this Agreement shall be that of independent contractor. City may explain to Lab the City's goals and objectives in regard to the services to be performed by Lab, but the City shall not direct Lab on how or in what manner these goals and objectives are to be met.
- 8.15 Conflict Resolution Between Documents. Lab hereby agrees and acknowledges if anything contained in any documents prepared by Lab and included herein, is in conflict with the terms of this Agreement, which incorporates Exhibit A, and/or an approved Task Order, this Agreement and/or the Task Order shall take precedence and control to resolve said conflict.
- 8.16 No Waiver of Governmental Immunity. **This Agreement is to perform a governmental function solely for the public benefit. Nothing in this Agreement shall be construed to waive City's governmental immunity from lawsuit, which immunity is expressly retained to the extent it is not clearly and unambiguously waived by state law.**

CITY OF CORPUS CHRISTI

ROCK ENGINEERING & TESTING  
LABORATORY, INC.

\_\_\_\_\_  
Michael Rodriguez (Date)  
Chief of Staff

\_\_\_\_\_  
Curtis A. Rock (Date)  
Chief Operating Officer  
6817 Leopard Street  
Corpus Christi, Texas 78409  
(361) 883-4555 Office  
[curtis@rocktesting.com](mailto:curtis@rocktesting.com)

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Assistant City Attorney (Date)  
for City Attorney

ATTEST

\_\_\_\_\_  
Rebecca Huerta, City Secretary

## **EXHIBIT A**

### **TERMS AND CONDITIONS TO GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING AGREEMENT**

#### **ARTICLE 1. SERVICES: Lab will:**

- 1.1 Provide only those services requested by City Engineer that, in the opinion of Lab, lie within the technical or professional areas of expertise of Lab and which Lab is adequately staffed and equipped to perform.
- 1.2 Perform technical services under the supervision of a licensed professional engineer and in compliance with the basic requirements of the appropriate standards of the American Society for Testing and Materials, where applicable and other standards designated in writing by the City Engineer.
- 1.3 Promptly submit formal reports (printed and electronic copies) of tests, inspections and services performed indicating, where applicable, compliance with the Project specifications or other contract documents. Such reports must be complete and factual, citing the tests performed, methods employed, values obtained and parts of the structure of the Project area subjected to any testing.
- 1.4 Utilize testing equipment which has been calibrated according to applicable standards and, upon request, submit to the City Engineer or designee documentation of such calibration.
- 1.5 Secure representative samples of those materials that the City's contractor proposes to use which require testing, together with relevant data concerning such materials including the point of origin and supplier.
- 1.6 Consider reports to be confidential and distribute reports only to those persons, organizations or agencies specifically designated in writing by the City Engineer.
- 1.7 Pay salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any other similar payroll taxes relating to the services.

#### **ARTICLE 2. CITY RESPONSIBILITIES: City Engineer or designee will:**

- 2.1 Provide Lab with all plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of services by Lab.
- 2.2 Issue authorization in writing giving Lab free access to the Project site and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing those persons or firms which will act as the City's representative with respect to Lab's services to be performed under this Agreement and which must be promptly notified by Lab when it appears that materials tested or inspected are in non-compliance. Only the City Engineer or designee has authority to transmit instructions, receive information and data and/or interpret and define the City's policies and decisions with respect to the Project. Lab acknowledges that certain City representatives may have different types of authority concerning the Project.
- 2.4 Advise Lab sufficiently in advance of any operations so as to allow for assignment of personnel by Lab for completion of the required services. Such advance notice will be in accordance with that established by mutual agreement of the parties.
- 2.5 Direct the Project contractor, either by the Construction Contract or direct written order, to:

- (a) Stop work at the appropriate times for Lab to perform contracted services;
- (b) Furnish such labor and all facilities needed by Lab to obtain and handle samples at the Project and to facilitate the specified inspection and tests;
- (c) Provide and maintain for use of Lab adequate space at the Project for safe storage and proper curing of test specimens that must remain on the Project site prior to, during and up to 60 days after testing.

### ARTICLE 3. GENERAL CONDITIONS

- 3.1 Lab, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project that, by custom or contract, are vested in the Project architects, design engineers or any other design agencies or authorities.
- 3.2 Lab is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project specifications or other contract documents nor to approve or accept any portion of the work. Lab does not have the right of rejection or the right to stop the work. City Engineer will direct the Project contractor to stop work at appropriate times for Lab to conduct the sampling, testing or inspection of operations covered by the Agreement.

### ARTICLE 4. FIELD MONITORING AND TESTING

- 4.1 City and Lab agree that Lab will be on-site to perform inspections for contracted services. The City and Lab also agree that Lab will not assume responsibility for Project contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the final services provided by Lab will not relieve the Project contractor of its responsibilities for performing the work in accordance with the Project plans and specifications. For the purposes of this Agreement, the word "inspection" is used to mean periodic observation of the work and the conducting of tests by Lab as specified in the Agreement. Continuous monitoring by Lab or its subcontractors does not mean that Lab is approving placement of materials. Inspection is not and should not be construed to be a warranty by Lab to the City or any other party.
- 4.2 Samples collected or tested by Lab remain the property of the City while in the custody of the Lab. Lab will retain the samples for a period of 60 days following the date of submission of any report related to the sample. Following the retention period, Lab will dispose of non-hazardous samples, and return hazardous, acutely toxic or radioactive samples and samples' containers and residues to City. City agrees to accept such samples and samples' containers.

### ARTICLE 5. INSURANCE REQUIREMENTS

- 5.1 Lab must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Lab must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 5.2 Lab must furnish to the Director of Engineering Services with the signed agreement (or amendment) a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage. **The City must be listed as an additional insured on the General Liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**



TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate (Defense costs must be outside policy limits) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY  <i>Required if boring, sampling or excavating &gt; 5 ft below grade</i>	\$1,000,000 Per Claim

- 5.3 In the event of accidents of any kind related to this agreement, Lab must furnish the City with copies of all reports of any accidents within 10 days of the accident.
- 5.4 Applicable for paid employees, Lab must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lab will be promptly met. An All States Endorsement shall be required if Lab is not domiciled in the State of Texas.

- 5.5 Lab shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lab's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Lab is required to provide City with renewal Certificates.**
- 5.6 Lab shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lab shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Engineering Services  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- 5.7 **Lab agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- (a) List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy and professional liability/Errors & Omissions policy;
  - (b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - (c) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - (d) Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 5.8 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Lab shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lab's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- 5.9 In addition to any other remedies the City may have upon Lab's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lab to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Lab hereunder until Lab demonstrates compliance with the requirements hereof.
- 5.10 Nothing herein contained shall be construed as limiting in any way the extent to which Lab may be held responsible for payments of damages to persons or property resulting from Lab's or its subcontractor's performance of the work covered under this agreement.
- 5.11 It is agreed that Lab's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- 5.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

## **ARTICLE 6. CLAIMS**

- 6.1 Claims arising from this Agreement shall be made in writing, sworn to and signed by an authorized representative. The responsibility to substantiate a claim rests with the party making the claim.
- 6.2 All negotiations pursuant to this Article are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- 6.3 In case of litigation between the parties, Lab and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute under this Agreement.
- 6.4 In case of litigation between the parties, Lab and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

## **ARTICLE 7. SAFETY**

City and Lab agree that, in accordance with the generally accepted construction practice, the Project's general contractor will be solely and completely responsible for working conditions on the Project, including safety of all persons and property during the performance of the work and for compliance with all municipal, state and federal laws, rules and regulations, including OSHA. The duty of Lab in providing services is not, therefore, to include any review of, or responsibility for, the adequacy of the Project's general contractor's safety measures in, on or near the Project site.



## **EXHIBIT B SCOPE OF WORK**

### **GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING**

**Geotechnical Testing and Construction Material Testing** – services that include specified geological and geotechnical field operations, laboratory testing and engineering analysis for various projects.

#### **Geotechnical Engineering**

The A/E shall perform geotechnical engineering services that include specified Geological and Geotechnical Field Operation, Testing Program and Engineering Analysis for various infrastructure construction projects identified in each task order.

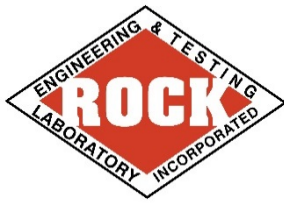
#### **Materials Engineering**

The A/E shall perform and supervise all sampling, testing, inspection work, and related services for various infrastructure construction projects identified in each task order.

#### **Engineering Reports for Geotechnical and Materials Engineering**

The A/E will submit a Report of Findings for each task order. Reports may contain but are not limited to items such as:

- A description of the field exploration and laboratory tests
- maps of boring locations
- Boring logs
  - Note (provide narrative of) the location of the bores relative to the street section in the report. For example, was the bore in the middle of the center turn lane, in the outer westbound lane, between the 2 eastbound lanes, approximately 1-ft from the edge of the gutter in the eastbound lane, etcetera.
- A discussion of the engineering properties of the subsurface materials encountered
- Trench excavation design parameters
- OSHA soil type classification
- Pavement Section recommendations
  - Include asphalt pavement options
  - If a thick pavement section is recommended (including surface, base, & subgrade), provide alternative options to reduce the thickness (i.e. multiple geogrid layers, increased hotmix, etc.). Notify the City PM to discuss prior to finalizing the report.
  - Include narrative of benefits/risks of proposed components
  - Recommendations for prolonging/protecting the pavement sections (i.e. not driving on unprotected base, backfilling within 48-hrs to protect base).
- Design Parameters
  - 30 Year Design Life



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS
- ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

Tuesday, December 08, 2020

**City of Corpus Christi**  
1201 Leopard St  
Corpus Christi, TX 78401

**SUBJECT: RFQ 3178 GEOTECHNICAL TESTING AND CONSTRUCTION AND MATERIAL TESTING  
CITY OF CORPUS CHRISTI  
RETL Cost Proposal: P110520A Revision 3**

Dear Mr. Edmonds,

Rock Engineering and Testing Laboratory, Inc. (RETL) (TBPE Firm No. 2101) is pleased to provide the attached Scope of Work and Cost Proposal for RFQ 3178 Geotechnical Testing and Construction and Material Testing.

Sincerely,

A handwritten signature in black ink that reads "Curtis Rock". The signature is written in a cursive, flowing style.

Curtis Rock  
Chief Administrative Officer

Enclosures: Scope of Work and Cost Proposal



**ROCK ENGINEERING AND TESTING LABORATORY SCOPE OF WORK AND COST PROPOSAL #P110520A**  
**RFQ 3178 - GEOTECHNICAL TESTING AND CONSTRUCTION AND MATERIAL TESTING**

<b>GEOTECHNICAL DRILLING</b>	<b>UNIT</b>	<b>PROPOSED RATES</b>
TRUCK MOUNTED DRILL RIG MOB/DEMOB (local within 60 miles roundtrip)	EA	\$ 365.00
TRUCK MILEAGE BEYOND 60 MILES ROUNDTRIP	MILE	\$ 4.00
ATV MOUNTED DRILL RIG MOB/DEMOB	EA	\$ 3,850.00
BARGE MOBILIZATION AND DEMOBILIZATION	LS	\$ 7,700.00
BARGE MOUNTED DRILLING SERVICES	DAY	\$ 5,280.00
CREW BOAT	DAY	\$ 990.00
SUPPORT TRUCK	DAY	\$ 80.00
STANDBY DRILL RIG/CREW	HR	\$ 275.00
<b>HOLLOW STEM/SOLID FLIGHT AUGER - TRUCK MOUNTED RIG</b>		
1. Depths 0 to 50 feet	LF	\$ 22.00
2. Depths 50 to 100 feet	LF	\$ 26.00
3. Depths 100 to 150 feet	LF	\$ 30.00
4. Daily Rate	DAY	\$ 3,500.00
5. Grouting of 4-inch Diameter Boreholes	LF	\$ 6.50
6. Grouting of 8-inch Diameter Boreholes	LF	\$ 19.00
<b>MUD ROTARY - TRUCK MOUNTED RIG</b>		
1. Depths 0 to 50 feet	LF	\$ 23.00
2. Depths 50 to 100 feet	LF	\$ 27.00
3. Depths 100 up to 150 feet	LF	\$ 35.00
4. Daily Rate	DAY	\$ 3,720.00
5. Grouting of Boreholes	LF	\$ 21.00
<b>HOLLOW STEM/SOLID FLIGHT AUGER - ATV MOUNTED RIG</b>	DAY	\$ 3,500.00
<b>MUD ROTARY - ATV MOUNTED RIG</b>	DAY	\$ 3,500.00
<b>CONE PENETROMETER TESTING - TRUCK MOUNTED RIG</b>		
1. Depths 0 to 50 feet	LF	\$ 30.00
2. Depths 50 up to 100 feet	LF	\$ 36.00
3. Daily Rate	DAY	\$ 3,200.00
<b>MISCELLANEOUS</b>		
ASPHALT PAVEMENT CORE AND PATCH (Maximum 6 inch thickness)	EA	\$ 160.00
ASPHALT PAVEMENT CORE AND PATCH (Greater than 6 inches)	INCH	\$ 3.75
CONCRETE PAVEMENT CORE AND PATCH (Maximum 6-inch thickness)	EA	\$ 175.00
CONCRETE PAVEMENT CORE AND PATCH (Greater than 6 inches)	INCH	\$ 5.50
CORING EQUIPMENT	DAY	\$ 160.00
TRAFFIC CONTROL (Outside TxDOT Right-of-Way)	DAY	\$ 2,200.00
TRAFFIC CONTROL (Within TxDOT Right-of-Way)	DAY	\$ 3,300.00
TRAFFIC CONTROL PLANS	EA	\$ 2,000.00



**ROCK ENGINEERING AND TESTING LABORATORY SCOPE OF WORK AND COST PROPOSAL #P110520A**  
**RFQ 3178 - GEOTECHNICAL TESTING AND CONSTRUCTION AND MATERIAL TESTING**

CONSTRUCTION MATERIALS TESTING - FIELD	UNIT	PROPOSED RATES
<b>SOIL</b>		
NUCLEAR GAUGE EQUIPMENT FEE	TRIP	\$ 50.00
SIEVE ANALYSIS OF ROAD-MIX STABILIZED MATERIAL TX-101-E PART III	EA	\$ 88.00
IN-PLACE DENSITY BY NUCLEAR GAUGE (3 locations) ASTM D6938	TRIP	\$ 88.00
IN-PLACE DENSITY BY NUCLEAR GAUGE (Each additional location) ASTM D6938	EA	\$ 30.00
DRILLED PIER/AUGER CAST PILE OBSERVATIONS	HR	\$ 88.00
FIELD RESISTIVITY ASTM G57	EA	\$ 500.00
PROOF ROLLING OBSERVATION (Soil)	HR	\$ 80.00
<b>CONCRETE/MASONRY</b>		
WINDSOR PIN (Sets of 3) ASTM C803	EA	\$ 280.00
SCHMIDT HAMMER TEST (Per Area) ASTM C805	EA	\$ 200.00
AIR CONTENT OF FRESHLY MIXED CONCRETE ASTM C173/C231	EA	\$ 21.00
CONCRETE CORING EQUIPMENT	DAY	\$ 160.00
PATCHING CORES	EA	\$ 28.00
REBAR/PRE-POUR INSPECTION	HR	\$ 80.00
GROUT INSPECTION	HR	\$ 80.00
TENDON INSPECTION	HR	\$ 98.00
SLUMP ASTM C143	EA	\$ 21.00
TEMPERATURE OF CONCRETE ASTM C1064	EA	\$ 21.00
CONC CYLINDERS SAMPLING/COMPRESSIVE STRENGTH (Set of 4) ASTM C31/C39	SET	\$ 190.00
CONC CYLINDERS SAMPLING/COMPRESSIVE STRENGTH (each add. cylinder) ASTM C31/C39	EA	\$ 47.50
FLEXURAL STRENGTH OF CONCRETE ASTM C78	EA	\$ 67.50
MORTAR CUBES (3 per set) ASTM C109	SET	\$ 130.00
MORTAR CUBES (each additional cube) ASTM C109	EA	\$ 43.50
GROUT PRISMS (4 per set) ASTM C1019	SET	\$ 185.00
GROUT PRISMS (each additional prism) ASTM C1019	EA	\$ 46.25
GROUT CUBES ASTM C942	EA	\$ 46.25
<b>ASPHALT</b>		
HMAC CORING EQUIPMENT	DAY	\$ 160.00
ROLLING PATTERN (HMAC)	HR	\$ 80.00
DEPTH CHECKS	HR	\$ 80.00
<b>OTHER SPECIAL INSPECTIONS &amp; TESTING</b>		
CERTIFIED WELDING INSPECTOR (Minimum 4 hours)	HR	\$ 155.00
BOLTING INSPECTION (Minimum 4 hours)	HR	\$ 155.00
NDT LEVEL II INSPECTOR	DAY	\$ 2,200.00
FLOOR FLATNESS/LEVELNESS (Minimum 4 hours with 2 technicians) ASTM E1155	HR	\$ 155.00
FLOOR MOISTURE (Vapor Emission Rate using Calcium Chloride) ASTM F1869	EA	\$ 60.00
FLOOR MOISTURE (Relative Humidity using insitu probes) ASTM F2170	EA	\$ 180.00
FLOOR MOISTURE (by Plastic Sheet Method) ASTM D4263	EA	\$ 37.00
FIREPROOFING THICKNESS ASTM E605	EA	\$ 60.00
FIREPROOFING DENSITY ASTM E605	EA	\$ 120.00
FIREPROOFING ADHESION/COHESION ASTM E736	EA	\$ 180.00
<b>MISCELLANEOUS</b>		
TRAFFIC CONTROL (Outside TxDOT Right-of-Way)	DAY	\$ 2,200.00
TRAFFIC CONTROL (Within TxDOT Right-of-Way)	DAY	\$ 3,300.00
TRAFFIC CONTROL PLANS	EA	\$ 2,000.00
VEHICLE (TRIP CHARGE/LOCAL)	TRIP	\$ 39.00



**ROCK ENGINEERING AND TESTING LABORATORY SCOPE OF WORK AND COST PROPOSAL #P110520A**  
**RFQ 3178 - GEOTECHNICAL TESTING AND CONSTRUCTION AND MATERIAL TESTING**

LABORATORY & MATERIALS TESTING	UNIT	PROPOSED RATES
<b>SOIL/AGGREGATE</b>		
SAMPLE PREPARATION CHARGE (HMAC/LIMESTONE)	EA	\$ 80.00
SOIL-LIME PROPORTION (using pH) ASTM D6276	EA	\$ 300.00
MOISTURE CONTENT ASTM D2216	EA	\$ 13.00
ONE DIMENSIONAL SWELL TEST ASTM D4546	EA	\$ 160.00
ONE DIMENSIONAL CONSOLIDATION TEST (incremental loading) ASTM D2435	EA	\$ 635.00
UNCONFINED COMPRESSIVE STRENGTH TEST (cohesive soil) ASTM D2166	EA	\$ 69.00
pH of Soil ASTM D4972	EA	\$ 34.00
SOIL RESISTIVITY ASTM G187	EA	\$ 56.00
SULFATE AND CHLORIDE CONTENT IN SOIL ASTM D4327	EA	\$ 150.00
AGGREGATE UNIT WEIGHT AND VOIDS ASTM C29	EA	\$ 276.00
PLASTICITY INDEX OF SOILS Tex-106-E	EA	\$ 126.00
ATTERBERG LIMITS/PLASTICITY INDEX ASTM D4318 (SUBGRADE SOILS)	EA	\$ 72.00
ATTERBERG LIMITS/PLASTICITY INDEX ASTM D4318 (SOILS W/AGGREGATE)	EA	\$ 112.00
HYDROMETER GRAIN SIZE ANALYSIS ASTM D7928	EA	\$ 140.00
PARTICLE SIZE DIST USING SIEVE ANALYSIS ASTM C136/D6913	EA	\$ 125.00
SPECIFIC GRAVITY - COARSE AGGREGATES ASTM C127	EA	\$ 125.00
SPECIFIC GRAVITY - FINE AGGREGATES ASTM C128	EA	\$ 125.00
FINENESS MODULUS Tex-402-A	EA	\$ 126.00
MICRO-DEVAL ABRASION Tex-461-A	EA	\$ 410.00
MOISTURE DENSITY RELATIONSHIP SUBGRADE (Standard PROCTOR - ASTM D698)	EA	\$ 215.00
MOISTURE DENSITY RELATIONSHIP BASE MATERIALS (Modified PROCTOR ASTM D1557)	EA	\$ 225.00
MOISTURE-DENSITY RELATIONSHIP OF BASE MATERIALS Tex-113-E	EA	\$ 240.00
MOISTURE-DENSITY RELATIONSHIP SUBGRADE/EMBANK/BACKFILL Tex-114-E	EA	\$ 230.00
ORGANIC IMPURITIES ASTM C40	EA	\$ 62.00
CEMENT / LIME SERIES ASTM D558 (3 PERCENTAGES)	3 SETS	\$ 500.00
FLAT/ELONGATED PARTICLES (ASTM D4791)	EA	\$ 300.00
PERMEABILITY (REMOLDED) ASTM D5084	EA	\$ 475.00
PERMEABILITY (EXTRUDED) ASTM D5084	EA	\$ 345.00
SAND EQUIVALENT VALUE ASTM D2419	EA	\$ 122.00
WET BALL MILL Tex-116-E	EA	\$ 410.00
LA ABRASION ASTM C131/ASTM C535	EA	\$ 410.00
FINER THAN #200 MESH (Decantation) ASTM C117	EA	\$ 82.00
CALIFORNIA BEARING RATIO (3 Point) ASTM D1883	EA	\$ 675.00
TXDOT TRIAXIAL SERIES Tex-117-E	EA	\$ 1,780.00
COARSE AGGREGATE ANGULARITY Tex-460-A Part I	EA	\$ 74.00
DECANTATION Tex-406-A	EA	\$ 250.00
DELETERIOUS MATERIAL Tex-413-A	EA	\$ 100.00
MAGNESIUM SULFATE SOUNDNESS 5 CYCLES Tex-411-A	EA	\$ 378.00
UNCONSOLIDATED UNDRAINED (UU) TRIAXIAL COMPRESSION TEST ASTM D2850	EA	\$ 125.00
CONSOLIDATED UNDRAINED (UU) TRIAXIAL COMPRESSION TEST ASTM D4767		
1. SET OF THREE	SET	\$ 1,575.00
2. MULTISTAGE	EA	\$ 1,350.00
<b>CONCRETE/MASONRY</b>		
CONCRETE CYLINDERS COMPRESSIVE STRENGTH ONLY ASTM C39	EA	\$ 24.50
CUBES COMPRESSIVE STRENGTH ONLY ASTM C109	EA	\$ 24.50
PRISMS COMPRESSIVE STRENGTH ONLY ASTM C1019	EA	\$ 28.50
UNIT WEIGHT ASTM C138	EA	\$ 60.50
<b>ASPHALT</b>		
ASPHALT FULL SERIES (ASTM C117, C136, D2041, D6307)	EA	\$ 817.00
ASPHALT CORED IN PLACE DENSITY Tex-207-F	EA	\$ 130.00
ASPHALT CORE - TRIMMING	EA	\$ 36.00





**ROCK ENGINEERING AND TESTING LABORATORY SCOPE OF WORK AND COST PROPOSAL #P110520A**  
**RFQ 3178 - GEOTECHNICAL TESTING AND CONSTRUCTION AND MATERIAL TESTING**

LABOR/PERSONNEL	UNIT	PROPOSED RATES
PRINCIPAL	HR	\$ 180.00
SENIOR ENGINEER	HR	\$ 180.00
STAFF ENGINEER II	HR	\$ 155.00
STAFF ENGINEER I	HR	\$ 130.00
ENGINEER IN TRAINING (EIT)	HR	\$ 115.00
GEOTECHNICAL DRILLING COORDINATOR	HR	\$ 115.00
GEOTECHNICAL DRILLING LOGGER	HR	\$ 105.00
CERTIFIED WELDING INSPECTOR (Minimum 4 hours)	HR	\$ 155.00
SENIOR PROJECT MANAGER	HR	\$ 130.00
PROJECT MANAGER	HR	\$ 115.00
SENIOR FIELD TECHNICIAN	HR	\$ 98.00
FIELD TECHNICIAN LEVEL 2	HR	\$ 88.00
FIELD TECHNICIAN LEVEL 1	HR	\$ 80.00
FIELD TECHNICIAN DAY RATE	DAY	\$ 880.00
ADMINISTRATIVE	HR	\$ 52.00

Overtime/Holiday/After Hour rates will be billed at 1.5 times the provided Unit Rate

Any required specialty testing or testing not included on this rate sheet will be billed at cost plus 20%

Specialty testing includes but is not limited to: PDA, PIT, PILE LOAD TESTING, BOLT PULLING, PIEZOMETERS, MONITORING WELLS,

**COMPLETE PROJECT NAME**

Project No. XXXX

Invoice No. 12345

Invoice Date 01/01/2017

	Total			Current	Previous	Total	Remaining	Percent
	Contract	Amd No. 1	Amd No. 2	Contract	Invoice	Invoice	Balance	Complete
<b>Basic Services:</b>								
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$1,000.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$250.00	\$750.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$1,000.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$2,500.00	\$5,750.00	30.3%
<b>Additional Services:</b>								
Permitting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$500.00	\$4,247.00	10.5%
<b>Summary of Fees:</b>								
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$500.00	\$4,247.00	10.5%
<b>Total of Fees</b>	\$8,000.00	\$2,120.00	\$2,877.00	\$12,997.00	\$1,500.00	\$3,000.00	\$9,997.00	23.1%

**Notes:**

**A PURCHASE ORDER NUMBER MUST BE INCLUDED ON ALL INVOICES AND INVOICE CORRESPONDENCE. FAILURE TO COMPLY WILL RESULT IN DELAYED PAYMENT OF INVOICES.**

If needed, update this sample form based on the contract requirements.

If applicable, refer to the contract for information on what to include with time and materials (T&M).



SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

**COMPANY NAME:** ROCK ENGINEERING AND TESTING LABORATORY, INC.

**P. O. BOX:** \_\_\_\_\_

**STREET ADDRESS:** 6817 LEOPARD ST **CITY:** CORPUS CHRISTI **ZIP:** 78409

FIRM IS: 1. Corporation ☒ 2. Partnership ☐ 3. Sole Owner ☐  
4. Association ☐ 5. Other ☐

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
N/A	

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
N/A	

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
N/A	

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
N/A	

### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

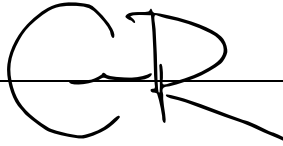
### CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

**Certifying Person:** CURTIS A ROCK  
(Type or Print)

**Title:** CHIEF ADMINISTRATIVE OFFICER

**Signature of Certifying Person:**



**Date:** DECEMBER 8, 2020

### DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.