



**RESOLUTION NO. 20140624-03**

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT TO GIBSON ASPHALT FOR ASPHALT REPAIRS ON OAK STREET ON TEXAMERICAS CENTER-EAST PROJECT #14-30-058 (\$48,429.00)**

**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**, TexAmericas Center has sought, through a competitive process, bids for the repairs/replacement of asphalt on **Oak Street Asphalt Repairs Project# 14-30-058**; and

**WHEREAS**, Gibson Asphalt has submitted a satisfactory proposal in the amount of **\$48,429.00** and committed to begin the project in a timely fashion; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that the award to Gibson Asphalt for the contract is approved and the Executive Director/CEO shall be and he is hereby authorized to award the contract as attached hereto.

**PASSED and APPROVED** this 24<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Gabe Tarr, Vice Chairman of the Board

**ATTEST:**

  
\_\_\_\_\_  
Boyd Sartin, Secretary/Treasurer

Attached: Construction Contract



**WORK ORDER NUMBER 2014-6**

**PROJECT NAME: TAC EAST PAVEMENT REPAIRS**

**SERVICES: ENGINEERING SERVICES FOR TAC EAST PAVEMENT REPAIRS**

**LOCATION: TEXAMERICAS CENTER EAST CAMPUS**

**WORK ORDER DESCRIPTION**

This Work Order Number 2014-6, approved and signed this 21<sup>st</sup> day of August, 2014, supplements and is an attachment to the Professional Services Agreement effective the 24th day of September, 2013 between TexAmericas Center (Client) and MTG Engineers & Surveyors, Inc. (Engineer) to provide authorization to ENGINEER to provide the services described herein associated with the TAC EAST PAVEMENT REPAIRS Project (Project) in Bowie County, Texas.

**SCOPE**

The Scope of Services under this Work Order Number 2014-6 is that generally described as follows:

- A. Provide engineering and contract documents necessary for the TAC East Pavement Repairs Project.
- B. Provide support for the bidding, procurement and contract execution phase of the project.
- C. Provide general engineering support, cursory inspection and oversight, as needed during the construction and project closeout phase of the project.

**TERMS AND CONDITIONS**

- A. Client shall pay, and ENGINEER agrees to accept as full compensation for the services to be performed under this Contract, fees as outlined herein. All Estimates performed using this Project Rate Schedule are subject to revision or adjustment only if mutually

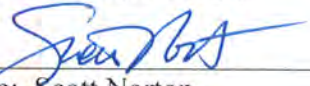
agreed to in writing between the parties; subject, however to the limitations and requirements set forth in subparagraph D below.

- B. In the event that services requested by Client exceed the statements, provisions and assumptions as described herein, ENGINEER shall provide additional Work Order requests to Client in a timely fashion.
- C. Invoices shall be submitted to Client on a monthly basis for the services rendered in the previous month in accordance with the rates Professional Services Agreement dated September 24, 2013. Client shall remit payment for such invoiced amounts within 30 days of receipt of the invoice.
- D. Compensation for services rendered in accomplishment of basic engineering services shall be made to the Engineer on a time and materials basis. The invoice will contain a performance report that contains: 1) narrative description of significant task accomplishments during the invoice period; and 2) significant tasks anticipated to occur during the invoicing period. The maximum compensation amount which shall be rendered to the Engineer for such basic engineering services under the provisions of Attachment 1 and as defined in this work order shall not exceed \$7,000.00 without prior written authorization by Client.

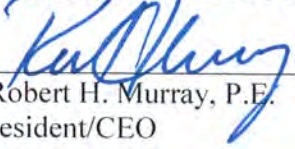
**WORK ORDER EXECUTION**

Except as modified or supplemented herein, all requirements of Professional Services Agreement effective the 21<sup>st</sup> day of August, 2014, between CLIENT and ENGINEER remain in full force and effect.

**TEXAMERICAS CENTER**

By:   
Name: Scott Norton  
Title: Executive Director/CEO  
Date: 8/19/14

**MTG ENGINEERS & SURVEYORS, INC**

By:   
Name: Robert H. Murray, P.E.  
Title: President/CEO  
Date: 8/21/14