



**RESOLUTION NO. 20140923-08**

**A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH MTG  
ENGINEERS AND SURVEYORS**


**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**, MTG Engineers and Surveyors has the necessary experience and expertise to submit design and 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 MTG Engineers and Surveyors to provide engineering and design services for TexAmericas Center on terms substantially the same as attached hereto.

**PASSED AND APPROVED THIS 23<sup>rd</sup> day of September, 2014.**

  
Denis Washington, Chairman of the Board

**ATTEST:**

  
Boyd Sartin, Secretary/Treasurer

ATTACHED: FY 15 Professional Services Agreement (Engineer)



**PROFESSIONAL SERVICES AGREEMENT  
(Engineer)**

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **MTG Engineers and Surveyors** (hereinafter referred to as "Engineer") is effective as of the 1<sup>th</sup> day of October, 2014. 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

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: 9/23/14

MTG ENGINEERS AND SURVEYORS

By: 

Title: PRESIDENT/CEO

Date: 8/1/2014



**MTG ENGINEERS & SURVEYORS  
CIVIL \*\*\* ENVIRONMENTAL \*\*\* SURVEYING  
2014 PROJECT RATE SCHEDULE**

CATEGORY	CODE	SERVICE DESCRIPTION/CLASSIFICATION	CHARGE UNITS	CHARGE RATE
ENGINEERS ASSOCIATES, & E.I.T.s	P1	PRINCIPAL ENGINEER 1	HOUR	\$ 175.00
	P2	PRINCIPAL ENGINEER 2	HOUR	\$ 173.25
	P3	PRINCIPAL ENGINEER 3	HOUR	\$ 168.00
	A1	ASSOCIATE ENGINEER 1	HOUR	\$ 135.00
	A2	ASSOCIATE ENGINEER 2	HOUR	\$ 108.00
	E1	ENGINEER-IN-TRAINING 1	HOUR	\$ 94.50
	E2	ENGINEER-IN-TRAINING 2	HOUR	\$ 89.00
GIS & CAD/CAE TECHNICIANS	DT1	DESIGN TECHNICIAN 1	HOUR	\$ 74.00
	DT2	DESIGN TECHNICIAN 2	HOUR	\$ 67.50
	CT1	CAD TECHNICIAN 1	HOUR	\$ 61.00
	CT2	CAD TECHNICIAN 2	HOUR	\$ 50.25
SECRETARIES	S1	SECRETARY 1/TECHNICAL WRITER	HOUR	\$ 55.00
	S2	SECRETARY 2	HOUR	\$ 39.00
	S3	SECRETARY 3	HOUR	\$ 33.50
LAND SURVEY & GIS TECHNICIANS	LS1	REGISTERED PUBLIC LAND SURVEYOR 1	HOUR	\$ 84.00
	ST1	SURVEY TECHNICIAN 1	HOUR	\$ 84.50
	ST2	SURVEY TECHNICIAN 2	HOUR	\$ 67.00
	ST3	SURVEY TECHNICIAN 3 *	HOUR	\$ 50.25
	GT	GIS TECHNICIAN	HOUR	\$ 86.50
SURVEY CREW	SC	SURVEY CREW **	HOUR	\$ 124.00
CAE, CAD & DOCUMENT WORK STATIONS	CAE	COMPUTER AIDED ENGINEER WORK STATION	HOUR	\$ 9.50
	CAD	COMPUTER AIDED DRAFTER WORK STATION	HOUR	\$ 6.40
	DOC	COMPUTER AIDED DOCUMENT WORK STATION	HOUR	\$ 2.15
PLOTTING, COPYING & SCANNING	SMP	SMALL MEDIA MONO PRINTING/PLOTTING (<11X17)	SHEET	\$ 0.19
	MMP	MEDIUM MEDIA MONO PRINTING/PLOTTING (11X17)	SHEET	\$ 0.24
	LMP	LARGE MEDIA MONO PRINTING/PLOTTING (22X34)	SHEET	\$ 3.70
	SPC	SMALL MEDIA COLOR PRINTING/PLOTTING (<11X17)	SHEET	\$ 0.57
	MPC	MEDIUM MEDIA COLOR PRINTING/PLOTTING (11X17)	SHEET	\$ 1.10
	LPC	LARGE MEDIA COLOR PRINTING/PLOTTING (22X34)	SHEET	\$ 7.40
	SMR	SMALL MEDIA MONO COPYING (<11X17)	SHEET	\$ 0.15
	MMR	MEDIUM MEDIA MONO COPYING (11X17)	SHEET	\$ 0.20
	LMR	LARGE MEDIA MONO COPYING (22X34)	SHEET	\$ 3.70
	SMS	SMALL MEDIA SCANNING (<11X17)	SHEET	\$ 1.30
	MMS	MEDIUM MEDIA SCANNING (11X17)	SHEET	\$ 3.50
	LMS	LARGE MEDIA SCANNING (22X34)	SHEET	\$ 5.60
SUPPORT VEHICLES	2WV	2 WHEEL DRIVE VEHICLE	MILE	\$ 0.560
	4WV	4 WHEEL DRIVE VEHICLE	MILE	\$ 0.61
	RTV	ROUGH TERRAIN VEHICLE	DAY	\$ 116.00
	BT	BOAT	DAY	\$ 113.00

\* ST3 used primarily for out of office title reasearch

\*\* Crew is fully equipped with survey equipment which, on an as-needed basis, may include Network Connected (Cellular) GPS, Robotic Total Stations, Electronic Data Collectors, Auto-Levels, Crew Truck and standard equipment.