



**RESOLUTION NO. 20200128-07**

**RESOLUTION AUTHORIZING WORK ORDER 2020-4 FOR PROFESSIONAL ENGINEERING SERVICES WITH MTG ENGINEERS & SURVEYORS, INC.**

**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 entered into a professional service contract with MTG Engineers & Surveyors, Inc. effective October 1, 2019 (by Resolution #20190924-11) to provide engineering and design services; and

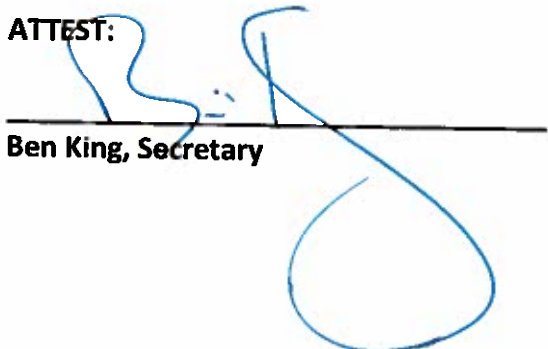
**WHEREAS**, MTG Engineers & Surveyors, Inc. has submitted Work Order 2020-4 to provide a scope of services and a proposal for the design and bid of proposed work in Building 333 at TexAmericas Center and construction management of the project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that Work Order 2020-4 to the above referenced professional service contract is approved and the Executive Director/CEO shall be and he is hereby authorized to execute Work Order 2020-4.

**PASSED and APPROVED** this 28<sup>th</sup> day of January, 2020.

  
Boyd Sartin, Chairman of the Board

ATTEST:

  
Ben King, Secretary

Attached: Work Order 2020-4



**WORK ORDER NUMBER 2020-4**

**PROJECT NAME: BUILDING 333 IMPROVEMENTS**

**SERVICES: CONSTRUCTION ENGINEERING SERVICES**

**LOCATION: TEXAMERICAS CENTER**

**WORK ORDER DESCRIPTION**

This Work Order Number 2020-4, approved and signed this 28 day of January, 2020, supplements and is an attachment to the Professional Services Agreement effective the 1st day of October, 2019 between TexAmericas Center (Client) and MTG Engineers & Surveyors, Inc. (Engineer) to provide authorization to ENGINEER to provide the services described herein associated with the BUILDING 333 IMPROVEMENTS Project (Project) in Bowie County, Texas.

**SCOPE**

The Scope of Services under this Work Order Number 2020-4 is that generally described as follows:

- A. Provide construction engineering services for the modification of Building 333 in accordance with the detailed plans and specifications dated December 30, 2019 and approved by TexAmericas Center and Lockheed Martin Corporation.
- B. Provide construction contract execution services in accordance with Client and Texas Local Government Code between TexAmericas Center and the selected contractor.
- C. Provide coordination and support for TexAmericas Center to support compliance with the contract with Lockheed Martin for the modifications to Building 333.
- D. Support Client through the performance of other tasks as assigned.

## 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 October 1, 2019. 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 \$54,476.46 without prior written authorization by Client.


**WORK ORDER EXECUTION**

Except as modified or supplemented herein, all requirements of Professional Services Agreement effective the 1st day of October, 2019, between CLIENT and ENGINEER remain in full force and effect.

**TEXAMERICAS CENTER**

**MTG ENGINEERS & SURVEYORS, INC**

By:   
Name: Scott Norton  
Title: Executive Director/CEO  
Date: 1/28/20

By:   
Name: David Williams, P.E.  
Title: Project Manager  
Date: 1/29/2020