

## AGENDA ITEM

CAD  
#3

ARF-11630

FT BEND CO ASST DST NO. 2

Meeting  
Date: 08/27/2013

Survey Agreement for Extension of FB CAD #2

Submitted Donna Ospina, County Judge

By:

Department: Engineering

Renewal No

Agreement/

Appointment:

Reviewed  
by County  
Attorney's  
Office:

Yes

Multiple  
Originals  
Y/N?:

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Information

## SUMMARY OF ITEM

Take all appropriate action on request to ratify the Agreement for Professional Engineering & Surveying Services between Tejas Surveying, Inc. and Fort Bend County Assistance District No. 2 in an amount not to exceed \$1,600.00, executed by the County Purchasing Agent on behalf of the District

SPECIAL HANDLING

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## Attachments

Agreement

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STATE OF TEXAS

COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**AGREEMENT FOR PROFESSIONAL ENGINEERING & SURVEYING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County Assistance District No. 2, a political subdivision under the laws of the State of Texas, hereinafter "District," acting herein by and through the Purchasing Agent of Fort Bend County, under TEXAS LOCAL GOVERNMENT CODE §262.011(d), and Tejas Surveying, Inc. hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, District desires that Contractor provide professional engineering and surveying services for preparing a Metes and Bounds Description and Locative Exhibit for the extension of Fort Bend County Assistance District No. 2 in Fort Bend County, Texas, hereinafter referred to as the "Project;" and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, District has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE; and,

NOW, THEREFORE, District and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I  
CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall provide the services described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor agrees to complete the services called for in Section 1.01 and Exhibit A within thirty (30) calendar days from the date of this Agreement.

SECTION II  
CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, District shall pay to Contractor an amount not to exceed \$1,600.00.
- 2.02 Contractor shall submit invoices to District and District shall pay each invoice within thirty (30) days after District's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by District of the services covered by such invoice.
- 2.03 Contractor's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, specialist subcontractors, document delivery, long distance photography, permits, fees, special handling or delivery, mileage and travel (if necessary)

shall be reimbursed at cost upon submission of properly submitted expense records to District.

- 2.04 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.

### SECTION III TERMINATION

- 3.01 District may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 District shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to District when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

### SECTION IV LIABILITY INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving District ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

### SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to District or Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:



A. If to Contractor: Tejas Surveying, Inc.  
12615 W. Airport Blvd., Suite 400  
Sugar Land, Texas 77478  
Telephone No. 281-240-9099  
Fax No. 281-240-2791

B. If to District notice must be sent to both the Fort Bend County Purchasing Agent and District Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
301 Jackson  
Richmond, Texas 77469

Fort Bend County Engineering  
Richard Stolleis, Fort Bend County Engineer  
301 Jackson  
Richmond, Texas 77469

- 5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by District, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that District shall have available the total maximum sum of \$1,600.00, specifically allocated to fully discharge any and all liabilities which may be incurred by District.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that District shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$1,600.00.

#### SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 District and Contractor bind themselves and their 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.
- 7.02 Neither District nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

## SECTION VIII PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of District.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of District, except where required to do so by law.

## SECTION IX COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

## SECTION X OWNERSHIP OF DOCUMENTS

- 10.01 District shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to District when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of District.
- 10.05 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by District or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by District of such documents on extension of this Project or other unrelated projects shall be at District's sole risk.

## SECTION XI INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS DISTRICT FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**



- 11.02 CONTRACTOR SHALL ALSO SAVE HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY DISTRICT, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON DISTRICT AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

## SECTION XII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## SECTION XIII MISCELLANEOUS

- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

## SECTION XIV CLEAN-UP

- 14.01 Contractor shall at all times keep its work area in a neat, clean and safe condition and remove from District's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the services provided under this Agreement, Contractor shall promptly return unused materials furnished by District, if any, and remove from District's premises all of Contractor's equipment, material, scaffolding and like items, leaving District's premises and the vicinity clean, safe and ready for use.
- 14.02 In the event Contractor shall fail to maintain its work area as described above and in a manner satisfactory to District, or to effect such clean-up or removal immediately after receipt of written notice to do so, District shall have the right without further notice to Contractor to perform such cleanup and remove such items on behalf of and at the risk of

and at the expense of Contractor. District may store items removed at a place of its choosing on behalf of Contractor and at Contractor's risk and expense. District shall promptly notify Contractor of such place of storage. District may further deduct from any final payment owed to Contractor for the cost of any clean-up performed by District in which Contractor failed to perform.

SECTION XV  
EXECUTION

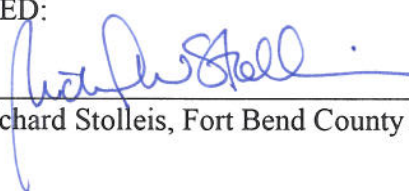
This Agreement shall become effective upon execution by District.

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 2:

  
\_\_\_\_\_  
Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent

8/16/13  
Date

APPROVED:

By:   
\_\_\_\_\_  
Richard Stolleis, Fort Bend County Engineer

8/15/13  
Date

CONTRACTOR: Tejas Surveying, Inc.

  
\_\_\_\_\_  
Randy S. McClendon, R.P.L.S.

8/12/2013  
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,600.00 to accomplish and pay the obligation of the Fort Bend County Assistance District No. 2 under this contract.

  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: July 22, 2013 Proposal from Contractor

## EXHIBIT A

### **TEJAS SURVEYING, INC**

12615 W Airport Blvd., #400  
Sugar Land, TX 77478

July 22, 2013

Mr. Richard W. Stolleis, P.E.  
Fort Bend County Engineer  
Fort Bend County  
1124 Blume Road  
Rosenberg, TX 77471

Dear Richard:

We hereby propose to provide the following services in accordance with the specifications set forth for an amount of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00):

Prepare a Metes and Bounds Description and Locative Exhibit for the extension of Fort Bend County Assistance District No. 2 along West Belfort and F.M. 1464 to West Airport Boulevard, for purposes of annexing the proposed Fort Bend County Fire Station site located between F. M. 1464 and the old F. M. 1464, and between Denver Miller Road and West Airport Boulevard, situated in the J H Cartwright Survey, A-16, Fort Bend County, Texas.

The work product shall be three signed and sealed descriptions with a single 8-1/2 x 11 locative sketch, and a PDF of same.

Please allow fourteen days for preparation of the documents once written authorization to proceed has been granted. Payment shall be due and payable upon completion, within 45 days of receipt of invoice for same.

Respectfully submitted:

Accepted by CLIENT:



Randy S. McClendon, RPLS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Ph: 281 240-9099

Fax: 281 240-2791

Email: rsm@mrssurveyor.com