

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

# **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS Agreement is made and entered into by and between Fort Bend County Drainage District, a body corporate and politic under the laws of the State of Texas, acting herein by and through the Fort Bend County Commissioners Court, hereinafter referred to as “District,” and LJA ENGINEERING, INC., hereinafter referred to as “Contractor,” authorized to conduct business in the State of Texas.**

WITNESSETH:

WHEREAS, District desires that Contractor provide the Fort Bend County Storm Water Quality Coalition Services for Permit Implementation SWMP Permit Years 1 through 5 of the 3<sup>rd</sup> Permit Term (Fiscal Years 2019 – 2023), hereinafter referred to as the “Project;” and

WHEREAS, District has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and District and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

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

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

## SECTION I

### SCOPE OF AGREEMENT

- 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 of this Agreement on or before September 30, 2023.

## SECTION II

### CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by the Contractor, and subject to the limit of appropriation under Section VI, District shall pay to Contractor an amount not to exceed \$130,000.00, including reimbursable expenses.
- 2.02 Contractor shall submit invoices to District and District shall pay each invoice within thirty (30) days after the District Project Manager'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. Reimbursable expenses

shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to District. Service charges are not applicable and not subject to reimbursement.

- 2.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit B, 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 the 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, the 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 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 the District or the 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 the Contractor:

LJA Engineering, Inc.  
2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702

B. If to the District, notice must be sent to both addresses below:

Fort Bend County Drainage District  
Attn: Chief Engineer  
P.O. Box 1028  
Rosenberg, Texas 77471

Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
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 \$130,000.00, 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 \$130,000.00.

## 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 Upon payment in full for the Contractor's services, District shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, reports, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the 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, reports, 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 the 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, BUT ONLY TO THE EXTENT OR DEGREE ON A COMPARATIVE BASIS OF FAULT 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 NEGLIENT ACTIVITIES BY THE 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.

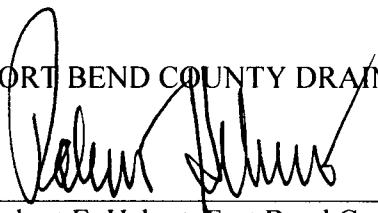
## SECTION XIII MISCELLANEOUS

- 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 Attorney's 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 & B, the provisions of this Agreement shall prevail.
- 13.05 Certain State Law Requirements for Contracts
- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

SECTION XIV  
EXECUTION

This Agreement shall become effective upon execution by District.


FORT BEND COUNTY DRAINAGE DISTRICT:

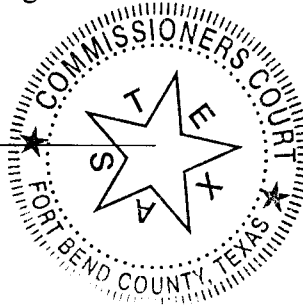
  
Robert E. Hebert, Fort Bend County Judge

Date

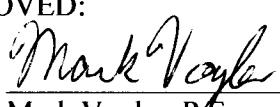
9-25-2018

Attest:

  
Laura Richard, County Clerk



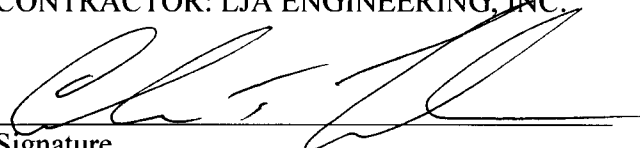
APPROVED:

By:   
Mark Vogler, P.E.  
Chief Engineer

Date

9/24/18

CONTRACTOR: LJA ENGINEERING, INC.

  
Signature

Date

9/10/18

Printed Name: Calvin T. Ladner, PE

Title: President

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 130,000 to accomplish and pay the obligation of the District under this contract.

  
Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Scope of Services

Exhibit B: Contractor Fees

# Exhibit A

**Fort Bend County Stormwater Quality Coalition  
Scope of Services**

SWMP Permit Years 1 - 5 of the 3<sup>rd</sup> Permit Term (FY 2019 – FY 2023)

Task 1

- I. Conduct public education, involvement, and outreach campaign.
  - a. Develop and make available 2 types of educational materials for residents
  - b. Develop 1 type of educational material for local schools and/or libraries
  - c. Maintain stormwater quality website
  - d. Conduct SWMP Committee Meetings
  - e. Maintain all associated permit compliance records/documentation

Task 2

- II. Conduct dry weather screening of 20% of all outfalls included in the outfall inventory map each year. Conduct field inspection procedures/documentation and training programs for illicit discharge detection.
  - a. Update outfall inventory map
  - b. Field work – Dry weather screening (20% of outfalls each year)
  - c. Provide assistance with illicit discharges and TCEQ complaint referrals
  - d. Maintain all associated permit compliance records/documentation

Task 3

- III. Continue implementation of construction site runoff program
  - a. Conduct construction site inspections according to SWMP requirements
  - b. Provide assistance with TCEQ complaint referrals
  - c. Monitor permittee owned construction sites
  - d. Provide construction SWPPP review assistance/training
  - e. Maintain all associated permit compliance records/documentation

Task 4

- IV. Assist in the implementation of the post construction site runoff program
  - a. Conduct inspections of applicable post construction control measures
  - b. Provide assistance with TCEQ compliant referrals for post-construction control regulations
  - c. Provide post-construction control plan review assistance
  - d. Maintain all associated permit compliance records/documentation
  - e. Training for plan review personnel

Task 5

- V. Implement required BMPs for good housekeeping MCM
  - a. Conduct self-audits for permittee owned facilities with SPCC plans
  - b. Conduct self-audits for permittee owned facilities with SWPPPs
  - c. Employee training program
  - d. Develop required guidance documents/standard operating procedures
  - e. Maintain all associated permit compliance records/documentation



Task 6

VI. Implement required BMPs related to TMDL/impaired water bodies

- a. Provide stakeholder representation at local TMDL meetings
- b. Conduct determination of MS4 pollutant contributions
- c. Conduct analysis of progress made toward reaching established benchmarks

Task 7

VII. Additional permit compliance activities

- a. Annual report development (permit term 3; years 1 – 5)
- b. Complete the permit renewal process for TPDES General Permit No. TXR040000
- c. Stakeholder meetings with the TCEQ
- d. SWMP revisions (minor amendments)

\*All services included in this scope of work will be conducted in compliance with the measureable goals established in the Fort Bend County Stormwater Management Program and invoiced on an hourly basis not to exceed **\$130,000.00.** Additional services if required will be completed under a separate authorization agreed upon by both parties.

**Fort Bend County Stormwater Quality Coalition**

Fort Bend County & Fort Bend County Drainage District

**Stormwater Management Program Implementation  
Estimated Budget**

Key Implementation Activities by MCM	Permit Year 1 (FY 2019)	Permit Year 2 (FY 2020)	Permit Year 3 (FY 2021)	Permit Year 4 (FY 2022)	Permit Year 5 (FY 2023)
1.0 Public Education, Outreach, and Involvement					
Development of Public Education Materials	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
Contractor Training and Outreach Program					
Reproduction Costs for Brochures, Flyers and other materials					
Conduct Public Meetings					
SWMP Committee Meetings					
Record Maintenance/Data Entry					
2.0 Illicit Discharge Detection and Elimination					
Enforcement Assistance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Outfall Screening					
Maintain/Update Outfall Inventory Map					
Record Maintenance/Data Entry					
3.0 Construction Site Stormwater Runoff Control					
Enforcement Assistance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Construction SWPPP Review					
Monitor Permittee Owned Construction Projects					
Construction Site Inspections and Enforcement					
Record Maintenance/Data Entry					
4.0 Post-Construction Stormwater Management					
Enforcement Assistance	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Inspection of Post-Construction Controls					
Training Programs for Plan Review Personnel					
Plan Review Assistance					
Record Maintenance/Data Entry					
5.0 Good Housekeeping for Municipal Operations					
Employee Training Programs	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Municipal Facility Inspections					
Development of Guidance Documents					
Record Maintenance/Data Entry					
TMDL/Impaired Water Bodies					
TMDL/Stakeholder Representation	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Focused BMP Implementation					
Additional Services					
Permit Renewal Tasks	\$11,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Stakeholder Representation					
Development/Submittal of Annual Reports					
Total Annual Cost for Combined Activities	\$56,000.00	\$51,000.00	\$51,000.00	\$51,000.00	\$51,000.00
Cost per participant (based on 2)	\$28,000.00	\$25,500.00	\$25,500.00	\$25,500.00	\$25,500.00

\*All scope items listed will be implemented in accordance with the measurable goals established in the Fort Bend County Stormwater Management Program.

(Each permit year will run from October 1st - September 30th)

# Exhibit B



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702  
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

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**STORMWATER COMPLIANCE DIVISION  
2018 RATE SCHEDULE**

<b>Labor Classification</b>	<b>Hourly Rate</b>
Senior Environmental Project Manager	\$175.00
Senior Environmental Scientist	\$175.00
Environmental Project Manager	\$139.00
Environmental Scientist	\$125.00
Environmental Technician I	\$ 75.00
Environmental Technician II	\$ 83.00
Environmental Technician III	\$ 95.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

**Payments**

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-403107

Date Filed:  
09/12/2018

Date Acknowledged:  
09/25/2018

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

LJA Engineering, Inc.  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

13471  
Engineering services for storm water quality coalition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ladner, Calvin T.	Houston, TX United States	X	
	Collins, Jeff P.	Houston, TX United States	X	
	Moehlman, James E.	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)