

**Award Documentation for
RFQ 2019-905
Professional Engineer Services
for Gregg County, Texas**

**GREGG COUNTY
COMMISSIONERS' COURT AGENDA
REGULAR MEETING**

Monday, April 8, 2019 @ 10:00 a.m.
Commissioners' Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas

1. Approve payroll and transfer of funds.
2. Approve bills payable, budget amendments, and budget transfer requests.
3. Approve health plan claims payments.
4. PUBLIC COMMENTS
5. NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (NET RMA)
 - a. Request approval of payment of FY19 membership contribution in the amount of \$6,000.00.
6. WOMEN'S CENTER OF EAST TEXAS
 - a. Presentation of Sexual Assault Awareness Month Proclamation.
7. COMMISSIONERS
 - a. Acknowledge Road and Bridge Report for March 2019 term.
 - b. Precinct 3 – request approval to add Magnolia Lane (County Road 3305) to the County Road List. The road, formerly known as Muirfield Drive, was approved in Commissioners' Court on December 13, 2010, but was inadvertently left off the County Road List. Muirfield Drive was changed to Magnolia Lane in Court on December 12, 2011.
 - c. Precinct 4 – request approval to assist City of Easton in boom-axing on Reese Road. Easton will furnish any necessary materials and Precinct 4 will provide labor and equipment. Project Planning Reports are provided.
 - d. Precinct 4 – request approval to assist City of Easton in boom-axing on Pegues Road. Easton will furnish any necessary materials and Precinct 4 will provide labor and equipment. Project Planning Reports are provided.
8. COUNTY CLERK
 - a. Request approval of Commissioners' Court minutes for the March 2019 term.

- 9. COUNTY JUDGE**
 - a. Request approval of resolution in support of application for Cultural Arts District designation by the City of Longview with Texas Commission on the Arts.**
- 10. EAST TEXAS REGIONAL AIRPORT**
 - a. Discussion and any necessary action to approve Second Amendment to Net Ground Lease Agreement between Gregg County and AWHL, LLC. for the purpose of installing a 15,000 gallon double-walled, aboveground fuel storage and dispensing unit. County Fire Marshall has approved the installation.**
- 11. ELECTION**
 - a. Request Court appointment of Election Judges for May 4, 2019 Special Emergency Services District #3 Election.**
- 12. PURCHASING**
 - a. Consider approval of Proposal to Provide Professional Services: Banner Employee Self Service (ESS) Implementation – MS Access Modifications.**
 - b. Consider approval to advertise and request sealed Applications for Depository Services for Gregg County – RFA 2019-906.**
 - c. Consider approval of contracts for Professional Engineer Services – RFQ # 2019-905.**
- 13. SHERIFF**
 - a. Request adoption of Hazardous Mitigation Plan for Gregg County and approval of relative Resolution.**
 - b. Request approval of Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center, Tyler.**
- 14. ADJOURN**



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

April 11, 2019

Mr. Stanley Hayes
Hayes Engineering
2126 Alpine St.
Longview, TX 75605
stan@havesengineering.net
903-758-2010

Mr. Hayes,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the Professional Engineer Services for Gregg County RFQ 2019-905 on the April 8, 2019 Agenda.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the purchasing period; please feel free to contact my office.

Regards,

A handwritten signature in cursive script that reads "Kelli Davis". The signature is written in black ink and is positioned above a horizontal line.

Kelli Davis, CPPB
Gregg County Purchasing Agent
Longview, Texas

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Professional Engineering Services (Agreement) is effective as of 8th day of April 2019 between Gregg County, Texas (Owner) and Hayes Engineering (Engineer).

From time to time Owner may request that Engineer provide professional engineering services for a Specific Project. Each Specific Project will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in an executed Task Order for each Specific Project. Each Task Order will indicate the specific services to be performed for Owner. Owner reserves the right to designate personnel of Engineer to perform such services in each Task Order. Engineer and Owner will not be obligated to perform under a Task Order until it is legally executed by both parties.
- B. There can be no changes in work under this Agreement or any Task Order that alters the contract sum and/or the contract time without the written agreement of the Owner.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

1.02 Task Order Procedure

- A. The Task Order shall state the scope of the Engineer's services for each Specific Project. The Engineer shall perform the services set out therein. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement and in each Task Order.

- B. Owner shall be responsible for the accuracy of all written documents that it furnishes to Engineer pursuant to a Task Order. Engineer may rely upon such written documents in performing services under a Task Order. Only documents furnished by Owner in writing shall be relied upon by Engineer.
- C. Owner shall give prompt notice to Engineer if Owner observes or becomes aware of any development that affects the scope or time of performance of Engineer's services, any material defect or nonconformance in Engineer's services, or any nonconformance in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement shall be effective for one year from the Effective Date of the Agreement.
- B. At the expiration of the initial agreement period, this Agreement may be renewed annually by written agreement between both parties for up to four (4) one-year options.

3.02 Time for Rendering Services

- A. The Effective Date of a Task Order and the time for completing services will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the date stated in the Task Order.
- B. If, through no fault of Engineer, completion dates are changed, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services and possibly the rates and amounts of Engineer's compensation may be adjusted equitably, as agreed upon in writing by Owner and Engineer.
- C. Owner shall make decisions and carry out its responsibilities in a manner as is considered timely for a governmental entity so as not to delay the Engineer's performance of its services.
- D. If the Engineer fails, through its own fault, to complete the performance required within the time set out in a Task Order then the rates and amounts of Engineer's compensation shall be adjusted equitably as agreed upon in writing by Owner and Engineer.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

Engineer shall prepare and submit detailed invoices to Owner on a monthly basis. Invoices are due and payable thirty (30) days after receipt.

4.02 Payments

- A. If Owner fails to make payment due to Engineer for services and expenses after the thirty (30) day due date, Engineer may after giving fourteen (14) days written notice to Owner, suspend services under the Task Order for which the payment is due until payment is paid in full or the undisputed portion is paid under 4.02 B.
- B. Owner shall advise Engineer in writing of the specific basis for disputing an invoice amount and may withhold the amount disputed, but shall pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

Engineer's opinions of probable Construction Cost are made on the basis of Engineer's experience and expertise. Engineer has no control over material costs, contractors' methods of determining prices, competitive bidding, or market conditions. Engineer does not guarantee that the actual Construction Cost will not vary from the opinions of probable Construction Cost prepared by Engineer. Owner may obtain an independent cost estimate.

5.02 Designing to Cost Limit

If a Cost Limit for a Specific Project is set out in a Task Order, then such Cost Limit and Engineer's rights and responsibilities with regard to the Task Order will be governed by the Cost Limit.

5.03 Opinions of Total Project Costs

The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that

comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance of furnishing of the services, subject to reasonable, timely and substantive objections by Owner.
- D. Engineer shall comply with all applicable local, state and federal rules, regulations and statutes that are applicable to the performance of Engineer's services under this Agreement and any Task Order.
- E. If Engineer is required to prepare or furnish Drawings or Specifications under a Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability to Engineer or to its officers, directors, members, partners, agents and employee; (3) such limited license to Owner shall not create any rights in third parties. If Engineer at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Specific

Project or for any other purpose then Owner shall compensate Engineer in an amount set out in a written agreement signed by Owner and Engineer.

6.02 Insurance

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set out and required in Gregg County Standard Terms and Conditions, which are made a part hereof for all purposes. Engineer shall cause Owner to be listed as an additional insured on any general liability insurance policy carried by Engineer that is applicable to a Task Order.
- B. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, suspended, voided, altered or reduced in limits or coverage and that renewal will not be refused, until at least thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.
- C. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer and/or its Consultants at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.03 Termination

- A. This Agreement or any Task Order may be terminated by either party without cause by giving the other party thirty (20) days written notice.
- B. In the event of any termination Engineer will be entitled to invoice Owner and to receive full payment for all undisputed services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses.

6.04 Controlling Law

This Agreement is to be governed by the Law of the State of Texas and venue shall be in Gregg County, Texas.

6.05 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer and the successors, executors, administrators, and legal representatives of the Owner and Engineer are hereby bound to this Agreement, in respect to the obligations of this Agreement.
- B. Neither Owner nor Engineer may assign or transfer any rights under or interest in this Agreement or any Task Order without the written consent of the other party. Written consent by Owner means action by the Gregg County Commissioners Court. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any Task Order.
- C. All duties and responsibilities undertaken pursuant to this Agreement and any Task Order shall be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.06 Environmental Condition of Site

With respect to each specific Task Order and project site:

- A. Owner represents to Engineer that as of the effective date of any Task Order, to the best of Owner's knowledge, unless a disclosure is made to Engineer in writing, no hazardous materials exist at the project site.
- B. If Engineer learns of unknown or undisclosed hazardous materials at the project site, Engineer shall notify Owner.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed hazardous materials. If Engineer learns of unknown or undisclosed hazardous materials and notifies Owner, Owner shall promptly retain a qualified expert to evaluate such condition.
- D. If remedial action is necessary with respect to the unknown or undisclosed hazardous materials, Engineer shall suspend services on that portion of the project site until remediated.

6.07 Indemnification

Engineer shall indemnify and hold harmless Owner and Owner's officers, officials, agents, and employees from any and all damages (including reasonable consultants' and attorneys' fees and expenses) of any kind arising from or relating to this Agreement and/or any Task Order, provided that any such claim, action, loss, damages, and/or judgment is attributable to any negligent act or omission of Engineer or Engineer's

officers, directors, members, partners, agents, employees, or Consultants. Owner shall indemnify and hold harmless Engineer and Engineer's officers, directors, agents, and employees to the extent allowed by Texas law from damages arising from the negligent acts of Owner under this Agreement.

6.08 Records Retention

Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.09 Miscellaneous Provisions

- A. Any notice required under this Agreement shall be in writing, addressed to the party at its address on the signature page and delivered personally, or by registered or certified mail, restricted delivery, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination.
- C. Any provision or part of this Agreement held to be void or unenforceable under any Law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. The terms and conditions set forth in this Agreement apply to each Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be amended only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment, if not otherwise set forth in the amendment.
- F. Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different services contemplated hereunder, and Engineer may

enter into similar agreements with other owners for the same or different services.

SIGNED this 8th day of April, 2019

Owner:

Gregg County, Texas

By:

Bill Stoudt
Bill Stoudt, County Judge
101 East Methvin, St. 300
Longview, Texas 75601

Engineer:

Hayes Engineering, Inc.

By:

Principal
Title: Principal
Address: 2126 Alpine St.
Longview, TX 75605



ATTEST:

Michelle Gilley
Michelle Gilley, Gregg County Clerk

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hayes Engineering, Inc.
Longview, TX United States

Certificate Number:
2019-468384

Date Filed:
03/26/2019

Date Acknowledged:

3-27-19

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

RFP# 2019-905
professional consulting engineering services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hayes, Stanley	Longview, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Stanley R. Hayes and my date of birth is 08-22-1963

My address is 4115 Valley Ranch Rd. Longview TX 75602
(street) (city) (state) (zip code) (country)

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

Executed in Gregg County, State of Texas, on the 26th day of March, 20 19
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

April 11, 2019

Mr. Jeff Hamilton
Johnson & Pace, Inc.
1201 NW Loop 281
Suite 100
Longview, TX 75604
JeffH@johnsonpace.com
903-753-0663

Mr. Hamilton,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the Professional Engineer Services for Gregg County RFQ 2019-905 on the April 8, 2019 Agenda.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the purchasing period; please feel free to contact my office.

Regards,

Kelli Davis, CPPB
Gregg County Purchasing Agent
Longview, Texas

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Professional Engineering Services (Agreement) is effective as of 8th day of April 2019, between Gregg County, Texas (Owner) and Johnson & Pace Incorporated (Engineer).

From time to time Owner may request that Engineer provide professional engineering services for a Specific Project. Each Specific Project will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in an executed Task Order for each Specific Project. Each Task Order will indicate the specific services to be performed for Owner. Owner reserves the right to designate personnel of Engineer to perform such services in each Task Order. Engineer and Owner will not be obligated to perform under a Task Order until it is legally executed by both parties.
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ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

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- C. Owner shall make decisions and carry out its responsibilities in a manner as is considered timely for a governmental entity so as not to delay the Engineer's performance of its services.
- D. If the Engineer fails, through its own fault, to complete the performance required within the time set out in a Task Order then the rates and amounts of Engineer's compensation shall be adjusted equitably as agreed upon in writing by Owner and Engineer.

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4.01 Invoices

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- B. Owner shall advise Engineer in writing of the specific basis for disputing an invoice amount and may withhold the amount disputed, but shall pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

Engineer's opinions of probable Construction Cost are made on the basis of Engineer's experience and expertise. Engineer has no control over material costs, contractors' methods of determining prices, competitive bidding, or market conditions. Engineer does not guarantee that the actual Construction Cost will not vary from the opinions of probable Construction Cost prepared by Engineer. Owner may obtain an independent cost estimate.

5.02 Designing to Cost Limit

If a Cost Limit for a Specific Project is set out in a Task Order, then such Cost Limit and Engineer's rights and responsibilities with regard to the Task Order will be governed by the Cost Limit.

5.03 Opinions of Total Project Costs

The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that

comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance of furnishing of the services, subject to reasonable, timely and substantive objections by Owner.
- D. Engineer shall comply with all applicable local, state and federal rules, regulations and statutes that are applicable to the performance of Engineer's services under this Agreement and any Task Order.
- E. If Engineer is required to prepare or furnish Drawings or Specifications under a Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability to Engineer or to its officers, directors, members, partners, agents and employee; (3) such limited license to Owner shall not create any rights in third parties. If Engineer at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Specific

6.05 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer and the successors, executors, administrators, and legal representatives of the Owner and Engineer are hereby bound to this Agreement, in respect to the obligations of this Agreement.
- B. Neither Owner nor Engineer may assign or transfer any rights under or interest in this Agreement or any Task Order without the written consent of the other party. Written consent by Owner means action by the Gregg County Commissioners Court. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any Task Order.
- C. All duties and responsibilities undertaken pursuant to this Agreement and any Task Order shall be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.06 Environmental Condition of Site

With respect to each specific Task Order and project site:

- A. Owner represents to Engineer that as of the effective date of any Task Order, to the best of Owner's knowledge, unless a disclosure is made to Engineer in writing, no hazardous materials exist at the project site.
- B. If Engineer learns of unknown or undisclosed hazardous materials at the project site, Engineer shall notify Owner.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed hazardous materials. If Engineer learns of unknown or undisclosed hazardous materials and notifies Owner, Owner shall promptly retain a qualified expert to evaluate such condition.
- D. If remedial action is necessary with respect to the unknown or undisclosed hazardous materials, Engineer shall suspend services on that portion of the project site until remediated.

6.07 Indemnification

Engineer shall indemnify and hold harmless Owner and Owner's officers, officials, agents, and employees from any and all damages (including reasonable consultants' and attorneys' fees and expenses) of any kind arising from or relating to this Agreement and/or any Task Order, provided that any such claim, action, loss, damages, and/or judgment is attributable to any negligent act or omission of Engineer or Engineer's

Project or for any other purpose then Owner shall compensate Engineer in an amount set out in a written agreement signed by Owner and Engineer.

6.02 Insurance

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set out and required in Gregg County Standard Terms and Conditions, which are made a part hereof for all purposes. Engineer shall cause Owner to be listed as an additional insured on any general liability insurance policy carried by Engineer that is applicable to a Task Order.
- B. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, suspended, voided, altered or reduced in limits or coverage and that renewal will not be refused, until at least thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.
- C. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer and/or its Consultants at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.03 Termination

- A. This Agreement or any Task Order may be terminated by either party without cause by giving the other party thirty (20) days written notice.
- B. In the event of any termination Engineer will be entitled to invoice Owner and to receive full payment for all undisputed services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses.

6.04 Controlling Law

This Agreement is to be governed by the Law of the State of Texas and venue shall be in Gregg County, Texas.

officers, directors, members, partners, agents, employees, or Consultants. Owner shall indemnify and hold harmless Engineer and Engineer's officers, directors, agents, and employees to the extent allowed by Texas law from damages arising from the negligent acts of Owner under this Agreement.

6.08 Records Retention

Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.09 Miscellaneous Provisions

- A. Any notice required under this Agreement shall be in writing, addressed to the party at its address on the signature page and delivered personally, or by registered or certified mail, restricted delivery, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination.
- C. Any provision or part of this Agreement held to be void or unenforceable under any Law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. The terms and conditions set forth in this Agreement apply to each Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be amended only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment, if not otherwise set forth in the amendment.
- F. Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different services contemplated hereunder, and Engineer may

enter into similar agreements with other owners for the same or different services.

SIGNED this 8th day of April, 2019.

Owner:

Gregg County, Texas

By:

Bill Stoudt
Bill Stoudt, County Judge
101 East Methvin, St. 300
Longview, Texas 75601

Engineer:

Jeff Hamilton
Jeff Hamilton, PE
Principal and Project Manager
Johnson & Pace Incorporated
1201 NW Loop 281, Suite 100
Longview, Texas 75601

ATTEST:

Michelle Galley
Michelle Galley, Gregg County Clerk



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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson & Pace Incorporated
Longview, TX United States

Certificate Number:
2019-469736

Date Filed:
03/29/2019

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

Date Acknowledged:
4-1-2019

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.
RFP# 2019-905
Engineering, Architectural, & Surveying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gregg County	Longview, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jeff Hamilton and my date of birth is 11-01-1973

My address is 1201 NW Loop 281, Ste 100 Longview Tx 75604 USA
(street) (city) (state) (zip code) (country)

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

Executed in Gregg County, State of Texas, on the 1st day of April, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

April 11, 2019

Mr. Michael Burns
KSA Engineers, Inc.
140 E. Tyler Street
Suite 600
Longview, TX 75601
mburns@ksaeng.com
903-236-7700

Mr. Burns,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the Professional Engineer Services for Gregg County RFQ 2019-905 on the April 8, 2019 Agenda.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the purchasing period; please feel free to contact my office.

Regards,

A handwritten signature in black ink that reads "Kelli Davis". The signature is written in a cursive style with a large, stylized "K" and "D".

Kelli Davis, CPPB
Gregg County Purchasing Agent
Longview, Texas

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Professional Engineering Services (Agreement) is effective as of 8th day of April 2019, between Gregg County, Texas (Owner) and KSA Engineers (Engineer).

From time to time Owner may request that Engineer provide professional engineering services for a Specific Project. Each Specific Project will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in an executed Task Order for each Specific Project. Each Task Order will indicate the specific services to be performed for Owner. Owner reserves the right to designate personnel of Engineer to perform such services in each Task Order. Engineer and Owner will not be obligated to perform under a Task Order until it is legally executed by both parties.
- B. There can be no changes in work under this Agreement or any Task Order that alters the contract sum and/or the contract time without the written agreement of the Owner.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

1.02 Task Order Procedure

- A. The Task Order shall state the scope of the Engineer's services for each Specific Project. The Engineer shall perform the services set out therein. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement and in each Task Order.

- B. Owner shall be responsible for the accuracy of all written documents that it furnishes to Engineer pursuant to a Task Order. Engineer may rely upon such written documents in performing services under a Task Order. Only documents furnished by Owner in writing shall be relied upon by Engineer.
- C. Owner shall give prompt notice to Engineer if Owner observes or becomes aware of any development that affects the scope or time of performance of Engineer's services, any material defect or nonconformance in Engineer's services, or any nonconformance in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement shall be effective for one year from the Effective Date of the Agreement.
- B. At the expiration of the initial agreement period, this Agreement may be renewed annually by written agreement between both parties for up to four (4) one-year options.

3.02 Time for Rendering Services

- A. The Effective Date of a Task Order and the time for completing services will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the date stated in the Task Order.
- B. If, through no fault of Engineer, completion dates are changed, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services and possibly the rates and amounts of Engineer's compensation may be adjusted equitably, as agreed upon in writing by Owner and Engineer.
- C. Owner shall make decisions and carry out its responsibilities in a manner as is considered timely for a governmental entity so as not to delay the Engineer's performance of its services.
- D. If the Engineer fails, through its own fault, to complete the performance required within the time set out in a Task Order then the rates and amounts of Engineer's compensation shall be adjusted equitably as agreed upon in writing by Owner and Engineer.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

Engineer shall prepare and submit detailed invoices to Owner on a monthly basis. Invoices are due and payable thirty (30) days after receipt.

4.02 Payments

- A. If Owner fails to make payment due to Engineer for services and expenses after the thirty (30) day due date, Engineer may after giving fourteen (14) days written notice to Owner, suspend services under the Task Order for which the payment is due until payment is paid in full or the undisputed portion is paid under 4.02 B.
- B. Owner shall advise Engineer in writing of the specific basis for disputing an invoice amount and may withhold the amount disputed, but shall pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

Engineer's opinions of probable Construction Cost are made on the basis of Engineer's experience and expertise. Engineer has no control over material costs, contractors' methods of determining prices, competitive bidding, or market conditions. Engineer does not guarantee that the actual Construction Cost will not vary from the opinions of probable Construction Cost prepared by Engineer. Owner may obtain an independent cost estimate.

5.02 Designing to Cost Limit

If a Cost Limit for a Specific Project is set out in a Task Order, then such Cost Limit and Engineer's rights and responsibilities with regard to the Task Order will be governed by the Cost Limit.

5.03 Opinions of Total Project Costs

The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that

comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance of furnishing of the services, subject to reasonable, timely and substantive objections by Owner.
- D. Engineer shall comply with all applicable local, state and federal rules, regulations and statutes that are applicable to the performance of Engineer's services under this Agreement and any Task Order.
- E. If Engineer is required to prepare or furnish Drawings or Specifications under a Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability to Engineer or to its officers, directors, members, partners, agents and employee; (3) such limited license to Owner shall not create any rights in third parties. If Engineer at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Specific

Project or for any other purpose then Owner shall compensate Engineer in an amount set out in a written agreement signed by Owner and Engineer.

6.02 Insurance

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set out and required in Gregg County Standard Terms and Conditions, which are made a part hereof for all purposes. Engineer shall cause Owner to be listed as an additional insured on any general liability insurance policy carried by Engineer that is applicable to a Task Order.
- B. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, suspended, voided, altered or reduced in limits or coverage and that renewal will not be refused, until at least thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.
- C. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer and/or its Consultants at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.03 Termination

- A. This Agreement or any Task Order may be terminated by either party without cause by giving the other party thirty (20) days written notice.
- B. In the event of any termination Engineer will be entitled to invoice Owner and to receive full payment for all undisputed services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses.

6.04 Controlling Law

This Agreement is to be governed by the Law of the State of Texas and venue shall be in Gregg County, Texas.

6.05 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer and the successors, executors, administrators, and legal representatives of the Owner and Engineer are hereby bound to this Agreement, in respect to the obligations of this Agreement.
- B. Neither Owner nor Engineer may assign or transfer any rights under or interest in this Agreement or any Task Order without the written consent of the other party. Written consent by Owner means action by the Gregg County Commissioners Court. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any Task Order.
- C. All duties and responsibilities undertaken pursuant to this Agreement and any Task Order shall be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.06 Environmental Condition of Site

With respect to each specific Task Order and project site:

- A. Owner represents to Engineer that as of the effective date of any Task Order, to the best of Owner's knowledge, unless a disclosure is made to Engineer in writing, no hazardous materials exist at the project site.
- B. If Engineer learns of unknown or undisclosed hazardous materials at the project site, Engineer shall notify Owner.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed hazardous materials. If Engineer learns of unknown or undisclosed hazardous materials and notifies Owner, Owner shall promptly retain a qualified expert to evaluate such condition.
- D. If remedial action is necessary with respect to the unknown or undisclosed hazardous materials, Engineer shall suspend services on that portion of the project site until remediated.

6.07 Indemnification

Engineer shall indemnify and hold harmless Owner and Owner's officers, officials, agents, and employees from any and all damages (including reasonable consultants' and attorneys' fees and expenses) of any kind arising from or relating to this Agreement and/or any Task Order, provided that any such claim, action, loss, damages, and/or judgment is attributable to any negligent act or omission of Engineer or Engineer's

officers, directors, members, partners, agents, employees, or Consultants. Owner shall indemnify and hold harmless Engineer and Engineer's officers, directors, agents, and employees to the extent allowed by Texas law from damages arising from the negligent acts of Owner under this Agreement.

6.08 Records Retention

Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.09 Miscellaneous Provisions

- A. Any notice required under this Agreement shall be in writing, addressed to the party at its address on the signature page and delivered personally, or by registered or certified mail, restricted delivery, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination.
- C. Any provision or part of this Agreement held to be void or unenforceable under any Law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. The terms and conditions set forth in this Agreement apply to each Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be amended only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment, if not otherwise set forth in the amendment.
- F. Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different services contemplated hereunder, and Engineer may

enter into similar agreements with other owners for the same or different services.

SIGNED this 8th day of April, 2019.

Owner:

Gregg County, Texas

By: 

Bill Stoudt, County Judge
101 East Methvin, St. 300
Longview, Texas 75601

Engineer:

KSA Engineers, Inc.

By: 

Title: Director of Municipal Services

Address: 140 E. Tyler Street, Suite 600
Longview, TX 75601




Michelle Gilley, Gregg County Clerk

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:
2019-468637

Date Filed:
03/27/2019

Date Acknowledged:
3-27-19

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KSA Engineers, Inc.
Longview, 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.
Gregg County, Texas

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.
RFP #2019-905
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fortner, Mitchell	Longview, TX United States	X	
	Hicks, III, Walter F.	Tyler, TX United States	X	
	Phipps, Craig	Sugar Land, TX United States	X	
	Burns, Michael	Longview, TX United States	X	
	Buck, Lanny	Longview, TX United States	X	
	Aylor, Chris	Tyler, TX United States	X	

5 Check only if there is NO Interested Party.

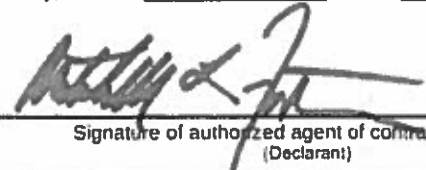
6 UNSWORN DECLARATION

My name is Mitchell L. Fortner, and my date of birth is 4/17/1962

My address is 140 E. Tyler Street, Suite 600, Longview, TX, 75601, USA
(street) (city) (state) (zip code) (country)

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

Executed in Gregg County, State of Texas, on the 27th day of March, 2019
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)