

STATE OF TEXAS                   §

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**PROFESSIONAL SERVICES CONTRACT**

COUNTY OF TARRANT           §

This contract is entered into between **Tarrant County**, (hereinafter referred to as **TC**), and **Nortier Engineering Consultants, LLC.**, hereinafter referred to as (**NEC**), for the purpose of providing residential foundation assessments and repair recommendations for the Tarrant County Housing Repair Program, as requested by TC, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

**I.**

**SCOPE OF SERVICES**

**NEC** shall perform foundation assessments for dwellings designated by **TC** for testing (the "Services"). The Services shall consist of **NEC** doing the following:

- Coordinating timing of foundation inspections of each designated dwelling with TC's housing repair staff.
- Providing all tools and labor required to complete slab/pier and beam inspections.
- Providing TC with a written report and one copy for each dwelling inspected with the following minimum information contained in the report:
  1. Identification of who performed the inspection;
  2. The date of the inspection;
  3. Type of elevation instrument used to perform inspection;
  4. Detailed diagram of foundation with existing elevations noted;
  5. Detail of pressed and/or block pier locations to be used for bidding purposes;
  6. Detailed instructions for crawl space pier and beam repair/replacement where applicable;
  7. Conduct final inspection and provide updated diagram with new elevations noted;
  8. Provide stamped engineers foundation certificate;

TC agrees to provide **NEC** with the following in performance of NEC's obligations hereunder:

1. Site location, instructions, and timeframe to perform and complete the Services; and,
2. Coordinate the timing of NEC's inspection and testing with the owner of the designated dwelling.

**II.**

**TERM**

This contract begins on the date the contract is signed by the County Judge of Tarrant County and shall terminate two years following the date of execution by the County Judge or upon expenditure of the budgetary allotment of \$20,000.

**III.**

**ANNUAL FISCAL CONDITION PRECEDENT**

The parties acknowledge and agree that Tarrant County, Texas is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for TC's fiscal years subsequent to that in which funds for the Agreement are first allocated, TC may immediately and without penalty terminate this Agreement, provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under

an existing, finally approved budget.

**IV.  
COST**

TC agrees to pay NEC the total sum of Four Hundred and No/100 Dollars (\$400.00) for each initial slab inspection, Four Hundred Fifty and No/100 Dollars (\$450.00) for each pier and beam initial inspection, and Two Hundred and No/100 Dollars (\$200.00) for each slab/pier and beam final site visit. Any travel by NEC within the boundaries of Tarrant County associated with performing the Services is included in this total sum. Once TC receives both an invoice for services completed and the final engineering's stamped foundation certificate that corresponds to the services completed, TC will pay NEC the amount due on or before thirty (30) days from the receipt of said invoice, report and copy of the report. Any overdue payment bears interest at the rate of one percent (1%) per month until finally paid. All invoices, reports and copies of reports are to be submitted to the address for TC

listed in Section XI. below.

**V.  
CONFIDENTIALITY**

All information regarding NEC's work under this contract shall be held in strictest confidence unless pre-approved in writing by both TC and NEC or unless disclosure is required by law or court order.

**VI.  
AGENCY-INDEPENDENT CONTRACTOR**

Neither TC nor any employee thereof is an agent of NEC and neither NEC nor any employee thereof is an agent of TC. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other amenities of employment by the other party.

To the extent permitted by the Constitution and the laws of the State of Texas, NEC agrees to indemnify and hold harmless TC and Tarrant County, Texas, against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorney's fees, with respect to NEC's negligent performance under this contract, to the extent arising out of this contract.

**VII.  
LIABILITY LIMIT**

With respect to the Services performed by NEC, its employees, agents, affiliates and subcontractors, TC understands and agrees that all damages, costs, expenses, or other liability, direct or indirect, including, but not limited to, professional acts, errors and omissions, strict liability, breach of warranty, breach of contract, negligence, and violation of law, shall be limited to no more than **\$20,000.00**.

**VIII.  
WARRANTY**

NEC agrees that the Services will be performed in accordance with generally and currently accepted consulting principles and practices. This warranty is in lieu of all other warranties express or implied.

**IX.  
ASSIGNMENT**

Neither party may assign in whole nor in part, any interest may it have in this contract without the prior written consent of the other party.

**X.  
THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under Texas law.

**XI.  
ENTIRE AGREEMENT**

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the Laws of the State of Texas and venue for any action under this contract shall be in the district courts of Tarrant County, Texas.

## **XII.**

### **TERMINATION AND NOTICES**

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

TC:

NEC:

Tarrant County

NEC Consultants, Inc.

Attn: Brad Hearne, Program Manager

Attn: Daneel Nortier, P.E.

2501 Parkview Drive, Suite 420

1902 Forest Glen LN.

Fort Worth TX 76102

Weatherford TX 76118

817-850-7940

817-948-4004

## **XIII.**

### **INSURANCE**

NEC represents that it now carries, and will continue to carry:

- (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over NEC's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000);
- (ii) commercial general liability insurance (\$1,000,000 ace/ \$2,000,000 agg);
- (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and
- (iv) professional liability insurance (\$1,000,000 claim/ agg).

Certificates of insurance will be provided upon request. TCCDO and NEC shall waive subrogation against the other party on all general liability and property coverage.

## **XIV.**

### **GOVERNING LAW AND VENUE**

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in the Federal Court or Tarrant County, Texas if the matter arises in the State Court.

## **XV.**

### **FORM 1295**

NEC acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties

in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by Law.

**XVI.**

**NO BOYCOTT OF ISRAEL**

NEC verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
Glen Whitley  
County Judge

  
\_\_\_\_\_  
Daneel Nortier

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

  
\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

# 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:  
2022-876026

Date Filed:  
04/20/2022

Date Acknowledged:

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

Nortier Engineering Consultants LLC  
Weatherford, 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.

Tarrant County Community Development

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.

CD4007  
Engineering evaluations for foundations

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	NORTIER, DANEEL	Weatherford, Tx USA	X	

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is DANEEL NORTIER, and my date of birth is 01/03/1983

My address is 1902 Forest Glen Ln, Weatherford, TX, 76087, USA  
(street) (city) (state) (zip code) (country)

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

Executed in PARKER County, State of TEXAS, on the 20<sup>th</sup> day of April, 2022.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)