

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CONTRACT FOR ENGINEERING SERVICE

This contract is made and entered into this ____ day of _____, 2023 by and between the County of Tarrant (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and MJ Thomas Engineering, LLC (hereinafter referred to as "ENGINEER"), of the City of Fort Worth, County of Tarrant, and State of Texas. The Tarrant County Community Development Department may perform the duties and responsibilities of the Owner under this Contract.

WITNESSETH: The owner intends to replace 1,164 linear feet of 8-inch Vitrified Clay tile pipe with 8-inch PVC, 35 new sewer services with double cleanouts, 7 new manhole replacements, landscaping, and boring of Almena Dr with a 16-inch welded steel protective casement from 1500 Greenbrier southward to 1216 Greenbrier. Such improvements are hereinafter referred to as the "PROJECT," located in the City of River Oaks, County of Tarrant and identified by number B-23-UC-48-0001-54-50.

I.

BASIC AGREEMENT

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project and the Owner agrees to pay to the Engineer the lump sum of sixteen thousand nine hundred ninety-nine (\$16,999.00) paid in increments as provided for in Section VI for rendering those services.

II.

CHARACTER AND EXTENT OF SERVICES

The Engineer shall render the following professional services necessary for development of the project:

A. PRELIMINARY PHASE

1. Attend preliminary conferences with the Owner and other interested parties regarding the Project.
2. Establish the scope, and advise the Owner, of any soil and foundation investigations or any special surveys or special testing which, in the opinion of the Engineer, may be required for the proper execution of the project; and arrange with the Owner for the conduct of such investigations and tests. (The performance of such investigations and tests are not a part of the Engineer's basic services, and compensation therefore is

not included in the Basic Charge.) Additional services shall be furnished or obtained only with written approval of the Owner, in which case compensation shall be determined at the time these additional services are required.

3. Perform the preliminary engineering services in connection with the Project and to set forth clearly the Engineer's recommendations in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner. Services include but are not limited to preliminary layouts, sketches, and cost estimates for the Project.
4. Prepare and furnish the Owner two (2) copies of the written preliminary report, including preliminary layouts, sketches, and cost estimates. Also supply all utility companies with preliminary plans and cut sheet as applicable.
5. Inform utility companies in writing that they may be affected by the project so they may start planning to avoid conflict. Should the planned project be increased, or decreased utility companies will be notified immediately.

B. DESIGN PHASE

1. Furnish the Owner, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities.
2. Perform field surveys to collect information which, in the opinion of the Engineer, is required in the design of the Project.
3. Prepare detailed specifications and contract drawings for construction authorized by the Owner. These designs shall in all respects exemplify the application of sound engineering principles.
4. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities which will be based, wherever practical, on the unit price system of bidding.
5. Furnish the Owner 30 copies, 25 bound and five (5) unbound, of approved contract documents and plans that will include notices to bidders and proposals OR post the aforementioned materials on an approved digital website for distribution. Additionally, the Engineer will provide six (6) copies of approved plans for field use and five (5) unbound contract documents for execution. The Owner will furnish one set of "standard documents" and the applicable Federal Minimum Wage Rates for the Engineer's use in preparing the final documents.
6. Complete the design phase within three (3) months from the date of this Contract, including plans, specifications, all contract documents and preliminary review by Owner and utility companies, in keeping with the project funding limitations.

Failure to complete the plans and specifications within the three-month time limit for completions of these plans and specifications will result in liquidated damages of \$50.00 per consecutive calendar day until these plans are submitted.

7. The Engineer, or its appointed survey consultant, will provide control staking consisting of setting lines and grades for the entire project. The staking will be completed during the preliminary review of the design/construction plans. This will ensure accuracy at the job site and speed up review and re-alignment of utilities in the field.
8. Provide a set of approved plans and specification to each concerned utility company with forecast of construction start date.

C. CONSTRUCTION PHASE

1. Assist the Owner in opening of bids and provide the tabulation of bids to Owner and project city accompanied by investigation report of previous work record and references of low bidder. Provide Owner with information concerning low bidder and project city's recommended action on all proposals received.
2. Furnish general representations and observations of the work during the construction phase as follows: review shop drawings pursuant to the General Conditions of the Construction Contract; make at least three (3) visits per month to project site by office staff; review such work of testing laboratories as may be required by the Owner; keep the Owner informed of the progress of the work; and issue all instructions of the Owner to the Contractor.

It shall be the duty and responsibility of the Engineer to prepare change orders as required and review the application for payment submitted by the Contractor. The Engineer shall use due diligence to detect defects and deficiencies in the work of the Contractor and disapprove or reject work as failing to conform to both the Contract Documents and the plans and specifications.

3. Consult and advise the Owner, make recommendations to the Owner regarding materials and workmanship, and prepare and issue change orders with Owner's Approval.
4. Review for compliance with the information given by Contract Documents the samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit and assemble written guarantees which are required by the Contract Documents.
5. Prepare, review and certify monthly and final estimates for Owner's payments to Contractor(s).

6. Conduct, in company with the Owner, a final inspection of the Project in compliance with the Contract Documents and make recommendations to the Owner regarding the completion of the Project.
7. Revise contract drawings to provide record drawings of the completed Project and furnish one set of prints to the Owner. The Engineer will exercise the usual degree of care in preparing these drawings; but he shall not be required to guarantee the accuracy of the record drawings.
8. Advise the contractor of any and all specific instructions from the Owner pertaining to the Project.

III.

AUTHORIZATION OF SERVICES

The Engineer is authorized to proceed with Preliminary Phase services for the Project upon execution of this Agreement. The Owner's authorization must be obtained prior to proceeding to each subsequent phase of services.

IV.

PERIOD OF SERVICE

This agreement shall be effective upon execution by the Owner and the Engineer and shall remain in force and effect until work is completed or terminated under the provisions hereinafter provided in Section IX.

V.

COORDINATION WITH THE OWNER

The Engineer shall hold periodic conferences with the Owner, or its representatives, in order to obtain the full benefit of the Owner's experience and knowledge of existing needs and facilities, and to be consistent with its current policies and construction standards.

VI.

THE ENGINEER'S BASIC COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design, and Construction Phases of the work.

Total Compensation shall be based on a lump sum of sixteen thousand nine hundred ninety-nine (\$16,999.00) for all work in this Contract.

A. PRELIMINARY PHASE

Payment for services in the Preliminary phase shall be made to the Engineer in a sum equal to ten percent (10%) of the total lump sum.

Partial payments for services in the Preliminary Phase shall be made monthly in proportion to that part of the services in the Preliminary Phase which has been accomplished, as evidenced by monthly statements submitted by the Engineer to the Owner. Final payment for services in the Preliminary Phase shall be payable upon submission to the Owner the required report, sketches, and estimates, and upon the Owner's acceptance within 30 days after submission.

B. DESIGN PHASE

Payment for services in the design Phase shall be made to the Engineer in a sum equal to seventy percent (70%) of the total lump sum.

Partial payments for services in the Design Phase shall be made monthly, in proportion to that part of the services in the Design Phase which has been accomplished as evidenced by monthly statements submitted by the Engineer to the Owner. Final Payment for services authorized in the Design Phase shall be due upon completion of these services.

C. CONSTRUCTION PHASE

Payment for services in the Construction Phase shall be made to the Engineer in a sum equal to twenty percent (20%) of the total lump sum.

This sum will be paid in monthly installments in proportion to the construction work completed, based on the Engineer's estimate prepared for monthly payments to contractors, plus the actual value of all materials and equipment purchased or furnished directly by the Owner for the Project. Upon completion of all work authorized in the Construction Phase, the Engineer will be paid the remainder of the charge for this Phase.

VII.

REVISION TO DRAWINGS AND SPECIFICATIONS

Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner.

VIII.

OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to and shall remain the property of the Owner. The Engineer may retain reproducible copies of such documents.

IX.

TERMINATION

Party to this Agreement may terminate the Agreement by giving the other seven (7) days notice in writing. Upon delivery of such notice by the Owner to the Engineer, and upon expiration of the seven-day period, the Engineer 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. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer that portion of the prescribed charges which the services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated.

X.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. ENGINEER WILL NOT DISCRIMINATE

The Engineer will not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin. The Engineer shall act to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs, or terminations, rates of pay, or other forms of compensation, selection for training, including apprenticeship, and participation in recreational and educational activities. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Federal government setting forth the provision of this non-discrimination clause. The Engineer will in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, or national origin. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Engineer shall keep such records and submit reports concerning the racial and ethnic origin of applicants for employment and employees as the Secretary of Labor and the Department of Housing and Urban Development may require. The Engineer agrees to

comply with such rules, regulations, or guidelines as the Secretary of Labor and the Department of Housing and Urban Development may issue to implement these requirements.

B. INTEREST OF MEMBERS OF COUNTY AND OTHERS

No officer, member, or employee of the County, and no public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

C. INTEREST OF THE CONTRACTOR

The Engineer covenants that he presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Engineer covenants that in performance of this Contract no person having any such interest shall be employed.

D. OFFICIAL NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise here from.

XI.

ADDRESSES OF NOTICES AND COMMUNICATIONS

All notices and communications under this Contract to be mailed or delivered to either Party shall be to the following addresses:

TARRANT COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
2501 Parkview Drive, Suite 420
Fort Worth, TX 76102

MJ THOMAS ENGINEERING
4700 Bryan Irvin Ct, Ste 204
Fort Worth, TX 76107

XII.

SECTION CAPTIONS

Each Section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section nor in any way determine its interpretation or application.

XIII.

SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns to the other part of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

This contract shall not be interpreted to inure to the benefit of a third party who is not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

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 Federal Court or Tarrant County, Texas if the matter arises in state court.

XV.

ANNUAL FISCAL CONDITION PRECEDENT

The parties acknowledge and agree that the 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 the County's fiscal years subsequent to that in which funds for this Agreement are first allocated, the County 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.

XVI.

FORM 1295 COMPLIANCE

MJ Thomas Engineering 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.

XVII.

NO BOYCOTT OF ISRAEL

MJ Thomas Engineering 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.

Chapters 2271, 2252, and 2274 Texas Government Code Verification.

(a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.

(b) **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.

(c) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

(d) **Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor

any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

This contract 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 Federal Court or Tarrant County, Texas if the matter arises in state court.

Compliance with Laws. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

XVIII.

PRIOR AGREEMENTS SUPERSEDED

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

EXECUTED in four (4) counterparts (each of which is an original) on behalf of Engineer by its Principal shown below, and on behalf of Owner by its Presiding Officer (thereunto duly authorized) this _____ day of _____, 2023.

TARRANT COUNTY, TEXAS
(OWNER)

MJ Thomas Engineering, LLC
Michael A. Thomas, P.E.
(ENGINEER)

BY: _____
COUNTY JUDGE or
PRESIDING OFFICER

BY:  _____

ATTEST: _____

ATTEST:  _____

FUNDS CERTIFIED AVAILABLE BY:

TARRANT COUNTY AUDITOR

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*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**

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

MJ Thomas Engineering, LLC.
Fort Worth, TX United States

Certificate Number:
2023-1044417

Date Filed:
07/11/2023

Date Acknowledged:
8/3/23

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.

B-23-UC-48-0001-54-50

Civil Engineering City of River Oaks, Greenbrier Drive Improvements, Project No. B-23-UC-48-0001-54-50

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MJ Thomas Engineering, LLC.	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

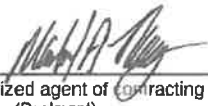
☐**6 UNSWORN DECLARATION**

My name is Michael Thomas, and my date of birth is 10/05/72.

My address is 4700 Bryant Irvin Court, Suite 204, Fort Worth, TX, 76107, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Tarrant, on the 02 day of August, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)