

CONTRACT FOR
PROFESSIONAL SERVICES

BETWEEN

HOPKINS COUNTY

AND

MTG ENGINEERS & SURVEYORS

FOR

DR-4416 TEXAS SEVERE STORMS &
FLOODING

UNDER

HAZARD MITIGATION GRANT PROGRAM

THIS CONTRACT is entered into by and between HOPKINS COUNTY, 118 CHURCH ST/ PO BOX 288, SULPHUR SPRINGS, TX 75482, hereinafter called the "COUNTY", acting herein by Robert Newsom, County Judge, hereunto duly authorized, and MTG ENGINEERS & SURVEYORS, 5930 SUMMERHILL ROAD, TEXARKANA, TX 75503, hereinafter called "FIRM", acting herein by Kayla R. Wood, President, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services" and 2 C.F.R. 200 regulations.

WITNESSETH THAT:

WHEREAS, COUNTY desires to implement an Engineer Services Contract in conformance with its Request for Qualifications of June 6, 2019, for Hazard Mitigation Assistance; and

WHEREAS, COUNTY desires to engage FIRM to render certain services in connection with the above solicitation in relation to Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program projects awarded to COUNTY.

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 Part I, Scope of Services, is hereby incorporated by reference into this Contract.
- 1.2 In performing its work under this Agreement, the FIRM shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by the FIRM (Standard of Care). The services of the FIRM shall commence on the date above first given for the execution of this Contract. In any event, all the service required, and performance hereunder shall be completed no later than May 22, 2023 or end of the Period of Performance of the grant plus any extensions.
- 1.2 The FIRM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.
- 1.3 It is understood and agreed that the FIRM's services under this agreement do not include participation in or support for any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the COUNTY and the FIRM describing the services desired and providing a basis for compensation to the FIRM.
- 1.4 If any change proposed by the COUNTY to the requested professional services described in Part 1 causes an increase or decrease in the cost and/or time required for performance of this Agreement, the FIRM shall notify the COUNTY and the change will be reduced to writing mutually agreed to by both parties and will modify this Agreement accordingly.

ARTICLE 2 – COMPENSATION

- 2.1 The compensation to be paid to the FIRM for providing the requested services shall be the maximum amount of compensation and reimbursement to be paid hereunder as noted in Article 3 of this Contract. Payment to the FIRM shall be based on satisfactory completion of identified milestones in Article 3 – Invoice Procedures and Payment of this Contract.
- 2.2 If the FIRM's Services under this Agreement are delayed, suspended, or interrupted for reasons beyond the FIRM'S control, the FIRM'S's compensation and schedule shall be

- equitably adjusted at the time of performance.
- 2.3 COUNTY hereby acknowledges that the FIRM cannot warrant that any cost estimates provided by the FIRM will not vary from actual costs incurred by the COUNTY.
- 2.4 It is understood and agreed that the FIRM'S services under this Agreement are limited to those described in Part 1 hereof and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

ARTICLE 3 – INVOICE PROCEDURES AND PAYMENT

- 3.1 The FIRM shall submit invoices to the COUNTY for work accomplished at the end of each milestone period as noted below. The maximum amount of compensation and reimbursement shall conform with the schedule below. Payment to the FIRM shall be based on satisfactory completion of identified milestones as listed below.

Preliminary Design	23%	\$3,840.00
Final Design	35%	\$5,880.00
Bid Services	34%	\$5,670.00
Construction Phase Services	6%	\$945.00
Project Close out	2%	\$405.00
TOTAL	100%	\$16,740.00

Standard Hourly Rates Schedule.

The following standard hourly rates are subject to review and adjustment. Hourly rates for services are for services as of the effective Date of this contract are:

MTG engineers & surveyors		MTG ENGINEERS & SURVEYORS CIVIL *** ENVIRONMENTAL *** SURVEYING 2021 HOURLY RATE SCHEDULE		
CATEGORY	CODE	SERVICE DESCRIPTION/CLASSIFICATION	CHARGE UNITS	CHARGE RATE
ENGINEERS ASSOCIATES S.E.T.s	PE1	PROFESSIONAL ENGINEER 1 (PRINCIPAL)	HOUR	\$ 206.75
	PE2	PROFESSIONAL ENGINEER 2 (PRINCIPAL)	HOUR	\$ 186.00
	PE3	PROFESSIONAL ENGINEER 3 (ASSOCIATE)	HOUR	\$ 136.50
	PE4	PROFESSIONAL ENGINEER 4	HOUR	\$ 134.75
	ET1	ENGINEER-IN-TRAINING 1	HOUR	\$ 117.25
	ET2	ENGINEER-IN-TRAINING 2	HOUR	\$ 106.25
CIVIL DESIGN & CAD TECHNICIANS	DT	DIST TECHNICIAN	HOUR	\$ 84.50
	DT	DESIGN TECHNICIAN	HOUR	\$ 82.50
	CT	CAD TECHNICIAN	HOUR	\$ 89.25
ADMINISTRATIVE & DOCUMENTS	AP	ADMINISTRATIVE PROFESSIONAL	HOUR	\$ 77.25
	DP	DOCUMENT PROCESSING	HOUR	\$ 61.00
RPL'S SURVEY TECHNICIANS AND SURVEY CREWS	LS	REGISTERED PLUMBER, LAND SURVEYOR	HOUR	\$ 117.75
	ST1	SURVEY TECHNICIAN 1	HOUR	\$ 79.30
	ST2	SURVEY TECHNICIAN 2	HOUR	\$ 89.10
	SC	SURVEY CREW *	HOUR	\$ 126.75
CAE, CAD & DOCUMENT WORK STATIONS	CAE	COMPUTER AIDED ENGINEER WORK STATION	HOUR	\$ 10.00
	CAD	COMPUTER AIDED DRAFTER WORK STATION	HOUR	\$ 6.80
	DOC	COMPUTER AIDED DOCUMENT WORK STATION	HOUR	\$ 7.40
PLOTTING COPYING & SCANNING	SMP	SMALL MEDIA MONO (8.5X11)	SHEET	\$ 0.28
	MMP	MEDIUM MEDIA MONO (11X17)	SHEET	\$ 0.55
	LMP	LARGE MEDIA MONO (22X34)	SHEET	\$ 1.40
	SPC	SMALL MEDIA COLOR (8.5X11)	SHEET	\$ 1.30
	NPC	MEDIUM MEDIA COLOR (11X17)	SHEET	\$ 4.40
	LPC	LARGE MEDIA COLOR (22X34)	SHEET	\$ 11.90
SUPPORT VEHICLES	2VV	2 WHEEL DRIVE VEHICLE	MILE	Over Rate
	4VV	4 WHEEL DRIVE VEHICLE	MILE	Over Rate
	RTV	ROUGH TERRAIN VEHICLE	DAY	\$ 104.00
	BT	BOAT	DAY	\$ 125.00

* Crews fully equipped with survey equipment which on an as-needed basis they include Network Connected (cellular) GPS, Robotic Total Stations, Electronic Data Collectors, Auto Levels, Crew Truck and standard equipment.

RW