

# AGREEMENT FOR PROVIDING LIMITED PROFESSIONAL SERVICES

Design Professional Firm: Ford Engineering, Inc.  
10927 Wye Dr, Ste 104  
San Antonio, TX 78217  
TBPE No. F-1162  
Ph: 210-590-4777  
Fax: 210-590-4940  
[www.fordengineering.com](http://www.fordengineering.com)

Client: City of Schertz  
Address: 10 Commercial Place  
Schertz, Texas 78154  
Phone: 210-619-1800  
email: [smcclelland@schertz.com](mailto:smcclelland@schertz.com)

Date: August 19, 2019

Project No:

Project Name/Location: Additional Services – FM 1103 Utility Relocation – Schertz, TX

Scope/Intent and Extent of Services: Proposal for Additional Services to update the project water line plans due to TxDOT Storm Water revision.

Fee Arrangement: **\$5,280.00**. Progress invoices are due on receipt in order to prevent delays. This budget figure will not be exceeded without authorization from Client. Should additional services *within* the original Scope be required, such services will be billed at the following hourly rates:

|                                      |           |   |          |
|--------------------------------------|-----------|---|----------|
| Principal                            | \$200.00  | Licensed State Land Surveyor            | \$185.00 |
| Senior Professional Engineer (P.E.): | \$190.00  | Reg. Professional Land Surveyor (RPLS): | \$175.00 |
| Sr. Project Manager (PE):            | \$175.00  | CADD/Survey Tech:                       | \$ 85.00 |
| Project Manager (PE):                | \$160.00  | 2 - Man Field Crew:                     | \$145.00 |
| Project Coordinator (E.I.T.):        | \$ 105.00 | 3 - Man Field Crew:                     | \$180.00 |
| Clerical:                            | \$ 65.00  | 4 - Man Field Crew:                     | \$195.00 |
|                                      |           | Mileage:                                | \$ .58   |

**CHANGES TO THE ORIGINAL SCOPE/INTENT WILL BE NEGOTIATED AS AN AMENDED OR NEW CONTRACT/AGREEMENT.**

Direct Project Expenses will be billed to Client as follows:

Additional Prints: \$10.00 (large) \$8.00 (small)

Federal Express, Property Research, Courier Services and Other Expenses: Amount of Invoice **PLUS 15%**

Client is expected to furnish **FORD ENGINEERING, INC.** with full information as to the Client's requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data.

**Special Conditions:** Client will be responsible for all fees in relation to, but not limited to, permit fees payable to the City of Schertz, Guadalupe County, and/or any other agency.

Prepared by: Mark B. Hill, P.E.

Each individual executing this Agreement on behalf of the **CLIENT** or **FIRM**, by this execution, acknowledges that he is duly authorized to commit the **CLIENT** or **FIRM** to this Agreement.\*

Offered by:

Accepted by:

  
signature \_\_\_\_\_ August 19, 2019  
date

\_\_\_\_\_  
signature \_\_\_\_\_ date

Mark Hill, PE President  
printed name/title \_\_\_\_\_

\_\_\_\_\_  
printed name/title

FORD ENGINEERING, INC.

\_\_\_\_\_  
name of client

The Terms and Conditions on page 2 are a part of this Agreement

## TERMS AND CONDITIONS

Ford Engineering, Inc. (the Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

### Access to Site:

Unless otherwise stated, Ford Engineering will have access to the site for activities necessary for the performance of the services. Ford will take precautions to minimize damage due to these activities, but has not included in the fee the cost of any restoration of any resulting damage.

### Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Ford Engineering shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### Billings/Payments:

Invoices for Firm's services shall be submitted upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt of invoice. Retainers shall be credited on the final invoice.

### Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Ford Engineering, Inc, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

### Certifications:

Guarantees and Warranties: Ford Engineering, Inc. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Firm cannot ascertain.

### Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of compensation received by Firm for these services. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or a breach of warranty.

### Termination of Services:

This agreement may be terminated by the Client or Firm should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Firm for all services rendered to the date of termination and for all direct project expenses.

### Invalidation:

If Client does not execute this agreement within thirty (30) days of the date tendered, it may become invalid.

### Ownership of Documents:

All documents produced by Ford Engineering, Inc. under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

*A completed facsimile copy of this Agreement, 2 pages, transmitted by Client, will be treated as an original signature for all purposes. However, Client also agrees to mail the Agreement with original signatures to our office.*