

State of Texas

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County of Galveston

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AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the “Agreement”) is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the “County”), and **Weisser Engineering & Surveying** (the “Surveyor”), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ 25-079, entitled “Professional Services for Future Engineering Projects” (the “RFQ”), to procure professional services for the **Surveying Services for Dickinson Bayou Desnagging** project within the County (the “Project”), which is further described herein and which such services are within the scope of the practice of engineering.

The Surveyor timely submitted a statement of qualifications in the RFQ, is a licensed surveyor in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

**SECTION I
RETENTION OF ENGINEER**

The County, by and through this Agreement, retains the Surveyor to perform professional services in connection with the Project, and the Surveyor, by and through this Agreement, agrees to perform said services in connection with the Project.

This Agreement means this document (pages 1 through 9), the RFQ, which includes but is not limited to any addenda thereto, if any, the Surveyor’s response in the RFQ (i.e., its’ statement of qualifications, certifications, affidavits, and vendor information), and all Exhibits affixed hereto, if any, all of which are incorporated herein for all purposes. Exhibits to be physically affixed, if any, shall be affixed following the signature/execution page of this Agreement. The RFQ, all addenda therein, if any, and Surveyor’s response therein shall be retained in the Galveston County Purchasing Agent’s Office.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

The Surveyor shall render professional services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Surveyor shall be of good quality and shall be performed in a professional manner. The standard of care for all services performed or furnished by Surveyor and the Response under this Agreement will be the care and skill ordinarily used by other competent surveyors practicing under the same or similar circumstances and professional license. Surveyor will re-perform any services not meeting this standard without additional compensation. Surveyor will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent surveyor.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between County and Surveyor.

**SECTION III
PERIOD OF SERVICES**

This Agreement shall be effective upon execution by the County and by the Surveyor, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Surveyor shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Surveyor will make every effort to expedite completion of the Project.

**SECTION IV
COORDINATION WITH THE COUNTY**

The Surveyor agrees to perform the services diligently after authorization to proceed. The Surveyor agrees to perform all other services diligently and within the agreed upon time schedule.

The Surveyor shall hold periodic conferences with the County Engineer to the end that the

Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Surveyor for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Surveyor shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V THE SURVEYOR'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Surveyor for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **\$69,900.00** including expenses and budget for two daily rates at the authorization of the County Engineer. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Surveyor. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Surveyor for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Surveyor to the County reflecting Surveyor's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Surveyor of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Surveyor's office. Surveyor further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Surveyor. The Surveyor may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Surveyor acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement

will not violate the terms of this Agreement.

SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Surveyor and the County agree to submit the dispute to mediation. In the event the Surveyor or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Surveyor and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Surveyor at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Surveyor 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 Surveyor shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Surveyor promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX INSURANCE

The Surveyor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Surveyor shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Surveyor, name of insurance company, policy number, and terms and limits of coverage. The Surveyor shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Surveyor

shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Surveyor shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement to be mailed or delivered to Surveyor shall be to the following address:

Name: Taylor R. Sass
Title: President & CEO
Mailing Address: P.O. Box 380
Barker, Texas 77413

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

**SECTION 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 or in any way determine its interpretation or application.

**SECTION XIII
SUCCESSORS AND ASSIGNS**

The County and the Surveyor each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Surveyor shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. 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.

SECTION XIV ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Surveyor shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Surveyor shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction

with this Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

Execution Page follows this Page

The Rest of this Page is Intentionally Left Blank

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County

Weisser Engineering & Surveying

By _____
Mark Henry
County Judge

By Taylor R. Sass
Taylor R. Sass
President & CEO

Date Signed: _____

Date Signed: 3.4.26

Attest: _____
Dwight D. Sullivan,
Galveston County Clerk

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: March 4, 2026

Michael Shannon, PE
Galveston County
722 Moody Avenue, 1st Floor
Galveston, TX 77550
406-770-5453
Michael.shannon@co.galveston.tx.us

Proposal for Professional Services in Connection With: Galveston County Dickinson Bayou Desnagging Project

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Galveston County (the "Client").

I. SCOPE OF SERVICES

- 1) Provide a recoverable baseline with TBM's on-site. TBM's shall be tied to the Texas State Plane Coordinate System, South Central Zone (NAD 83) and NAVD 88.
- 2) Prepare and submit Survey Control Maps, in an acceptable format, signed and sealed by a Registered Professional Land Surveyor.
- 3) Galveston County Appraisal District mapping info will be downloaded and populated as a GIS background map for land data. Owner name and parcel ID will be included. No Deed or Easement Research will be performed and no Boundary Survey related tasks will be performed in the field or office.
- 4) Final submittal shall consist of an AutoCAD file, Signed and Sealed Survey Control PDF's (24"x36"), and CSV point file.

TOTAL COST: \$63,560.00 (non-taxable)

Optional Additional

Day Rate for Cross Section Data to be performed on an as needed basis. Each trip will consist of locating existing Survey Control and performing 3-5 Cross Sections at locations provided by Client.

COST: \$3,170.00 per day

The Client will provide the following:

Site access

II. ~~TERMS AND CONDITIONS~~

- ~~1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.~~
- ~~2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any~~

- requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
 4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
 5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
 6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
 7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
 8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Brian Boelsche, RPLS (bboelsche@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

Galveston County

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By: Taylor R. Sass

Printed Name: Taylor R. Sass

Title: President & CEO

Date of Acceptance: 03/04/2026

Please provide an email address for Accounts Payable contact for invoicing purposes: