

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT  
FOR THE  
CITY OF MANSFIELD, TEXAS**

This Professional Services Contract, hereinafter referred to as “Contract” is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **Teague Nall Perkins, Inc.**, hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a “Party” and are collectively referred to herein as the “Parties”.

**ARTICLE I.  
EMPLOYMENT OF PROFESSIONAL**

For and in consideration of the covenants herein contained, PROFESSIONAL hereby agrees to perform professional services in connection with the project as set forth below, and CITY agrees to pay, and PROFESSIONAL agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national professional standards. PROFESSIONAL shall provide professional services, as further described in Exhibit “A”, within the City of Mansfield, Tarrant County, Texas, and hereinafter referred to as the “Project.”

**ARTICLE II.  
PAYMENT FOR SERVICES**

In consideration of the services to be performed by PROFESSIONAL under the terms of this Contract, CITY shall pay PROFESSIONAL for services actually performed, a fee, not to exceed Six Hundred Forty-Four Thousand Seven Hundred Twenty Dollars and 00/100 (\$644,720.00) as stated in Exhibit “A”, unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as agreed upon by the Parties. PROFESSIONAL shall invoice the City monthly for services actually performed, and subject to Article X, CITY shall pay within thirty (30) days of the receipt of said invoice. Notwithstanding the foregoing, services invoiced that were performed ninety (90) days or more after the invoice date shall not be billed without prior CITY authorization. In the event of a conflict between Exhibit “A” and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to PROFESSIONAL when PROFESSIONAL is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if PROFESSIONAL is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

**ARTICLE III.  
CHARACTER AND EXTENT OF SERVICES**

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. PROFESSIONAL will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

#### **ARTICLE IV.** **TIME FOR COMPLETION**

The term of this Contract shall begin on the last date of execution of this Contract. PROFESSIONAL understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "A".

This contract shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless PROFESSIONAL submits a written request, and CITY approves such request in writing.

#### **ARTICLE V.** **REVISIONS OF SCHEMATIC DRAWINGS**

CITY reserves the right to direct substantial revision of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay PROFESSIONAL equitable compensation for services rendered for the making of any such revisions. In any event, when PROFESSIONAL is directed to make substantial revisions under this Section of the Contract, PROFESSIONAL shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to PROFESSIONAL undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the deliverables are required by reason of PROFESSIONAL's error or omission, then such revisions shall be made by PROFESSIONAL without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by PROFESSIONAL that any compensation not specified in Article II may require City Council approval and is subject to funding limitations.

**ARTICLE VI.**  
**PROFESSIONAL'S COORDINATION WITH OWNER**

PROFESSIONAL shall be available for conferences with CITY so that Project can be designed with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to PROFESSIONAL all existing plans, maps, field notes, and other data in its possession relative to the Project. PROFESSIONAL may show justification to CITY for changes in design from CITY standards due to the judgement of said PROFESSIONAL of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by PROFESSIONAL.

**ARTICLE VII.**  
**TERMINATION**

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by PROFESSIONAL, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. PROFESSIONAL shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to City which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. Professional shall be liable for any additional cost to complete the project as a result of Professional's termination of this Contract without cause.

**ARTICLE VIII.**  
**OWNERSHIP OF DOCUMENTS**

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. PROFESSIONAL shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the Project. PROFESSIONAL shall have no liability for

changes made to the drawings and other documents by other professionals subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the PROFESSIONAL making that change and shall be appropriately marked to reflect what was changed or modified.

**ARTICLE IX.**  
**INSURANCE**

- A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
  2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
  3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
  4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per occurrence.
- B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
  2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Kristen Cooper  
Risk Manager  
City of Mansfield  
1200 E. Broad St.  
Mansfield, Texas 76063  
[kristen.jenkinscooper@mansfieldtexas.gov]

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
  4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
  5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
  2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
- D. PROFESSIONAL agrees to the following:
1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
  2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;

3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;
4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

**ARTICLE X.  
MONIES WITHHELD**

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against PROFESSIONAL or CITY arising out of the negligence of the PROFESSIONAL or the PROFESSIONAL's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to PROFESSIONAL under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to PROFESSIONAL, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

**ARTICLE XI.  
NO DAMAGES FOR DELAYS**

Notwithstanding any other provision of this Contract, PROFESSIONAL shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

**ARTICLE XII.**  
**PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES**  
**AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES**

In performing this Contract, PROFESSIONAL agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

**ARTICLE XIII.**  
**RIGHT TO INSPECT RECORDS**

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give PROFESSIONAL reasonable advance notice of intended audits.

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

**ARTICLE XIV.**  
**NO THIRD-PARTY BENEFICIARY**

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and PROFESSIONAL) specifically agree and contract that: (1) the Contract only affects matters/disputes between the Parties to this Contract, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or PROFESSIONAL or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or PROFESSIONAL.

**ARTICLE XV.**  
**SUCCESSORS AND ASSIGNS**

CITY and PROFESSIONAL each bind themselves, their successors, executors, administrators and assigns to the other Party of this Contract and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. Neither CITY nor PROFESSIONAL shall assign or transfer its interest herein without the prior written consent of the other.

**ARTICLE XVI.**  
**PROFESSIONAL'S LIABILITY**

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, agents or PROFESSIONALS for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents prepared by said PROFESSIONAL, its employees, subcontractors, agents and PROFESSIONALS subject to §271.904 of the Texas Local Government Code.

**ARTICLE XVII.**  
**INDEMNIFICATION**

*To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.*

**ARTICLE XVIII.**  
**SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



**ARTICLE XIX.**  
**INDEPENDENT CONTRACTOR**

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and PROFESSIONALS; that the doctrine of respondent superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees, contractors, subcontractors and PROFESSIONALS and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

**ARTICLE XX.**  
**DISCLOSURE**

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

**ARTICLE XXI.**  
**VENUE**

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

**ARTICLE XXII.**  
**ENTIRE CONTRACT**

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

**ARTICLE XXIII.**  
**APPLICABLE LAW**

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

**ARTICLE XXIV.**  
**DEFAULT**

If at any time during the term of this Contract, PROFESSIONAL shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if PROFESSIONAL shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other Parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXV.**  
**HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**ARTICLE XXVI.**  
**NON-WAIVER**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**ARTICLE XXVII.**  
**REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**ARTICLE XXVIII.**  
**EQUAL EMPLOYMENT OPPORTUNITY**

PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. PROFESSIONAL shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the PROFESSIONAL has violated this section, this Contract shall be deemed terminated and PROFESSIONAL's further rights hereunder forfeited.

**ARTICLE XXIX.**  
**CONSTRUCTION OF CONTRACT**

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

**ARTICLE XXX.**  
**NOTICES**

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:	City of Mansfield Attn.: Raymond Coffman, P.E. 1200 E. Broad St. Mansfield, Texas 76063 (817) 276-4238
If intended for Professional, to:	Teague Nall Perkins, Inc. Attn: Jonathan Bengfort, P.E. 5237 N. Riverside Drive, Suite 100 Fort Worth, Texas 76102 817-665-7188

**ARTICLE XXXI.**  
**PRIVATE LAND ENTRY**

No entry onto any property of others by PROFESSIONAL on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until PROFESSIONAL has secured the landowners' permission to enter and perform such activities, and PROFESSIONAL shall hold CITY harmless from any and all damages arising from activities of PROFESSIONAL on land owned by others.

**ARTICLE XXXII.**  
**VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW**

PROFESSIONAL agrees to execute, simultaneously with this Contract, CITY's Verification and Certifications Required by Law form.

*[Signature Page Follows]*

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”  
City of Mansfield

By: \_\_\_\_\_  
Raymond Coffman, P.E.  
Director of Engineering Services


ATTEST:

\_\_\_\_\_  
Susana Marin, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”  
Teague Nall and Perkins, Inc.

By:  \_\_\_\_\_  
Jonathan Bengfort, P.E.  
Director of Engineering Services

**CITY OF MANSFIELD**

**STATE OF TEXAS §**

**COUNTY OF TARRANT §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Raymond Coffman, P.E., Director of Engineering Services of the City of Mansfield.

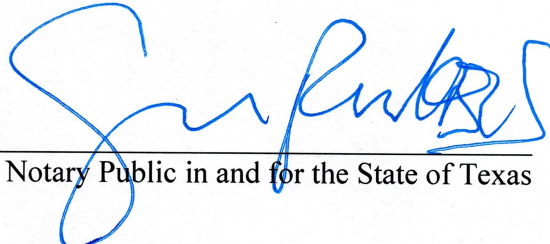
\_\_\_\_\_  
Notary Public in and for the State of Texas

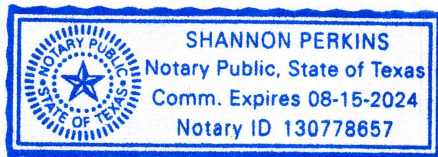
**PROFESSIONAL**

**STATE OF TEXAS §**

**COUNTY OF TARRANT §**

This instrument was acknowledged before me on the 10th day of June, 2024, by Jonathan Bengfort, Director of Engineering Services of Teague Nall and Perkins, Inc.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



**Exhibit 'A'**  
**ITEMIZED SCOPE OF SERVICES**  
**ENGINEERING SERVICES FOR**  
**WATSON BRANCH PARALLEL SEWER**  
**CITY OF MANSFIELD**

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**GENERAL PROJECT DESCRIPTION:**

The scope set forth herein defines the work to be performed by the PROFESSIONAL in completing the project. Both the CITY and PROFESSIONAL have attempted to clearly define the work to be performed and address the needs of the Project.

**WORK TO BE PERFORMED**

PROFESSIONAL shall provide design, environmental, geotechnical, subsurface utility engineering, easement preparation, easement acquisition support, and construction phase services for the project. The project generally parallels an existing sanitary sewer main on the southwest side of US 287 and along Watson Branch from Walnut Creek to approximately Home Depot Road. The project includes approximately 10,000 LF of 12" sanitary sewer improvements.

The following tasks have been identified for inclusion as Basic Services:

- Task 1. Design Services
- Task 2. Environmental Services
- Task 3. Geotechnical Investigations
- Task 4. Subsurface Utility Engineering
- Task 5. Easement Document Preparation
- Task 6. Easement Negotiation Services
- Task 7. Construction Phase Services

**COMPENSATION:**

Compensation to be on a basis of the following:

1. **BASIC SERVICES:** The CITY agrees to pay the PROFESSIONAL as follows:
  - a. Design Services (Task 1) shall be performed on an hourly reimbursable basis with a not-to-exceed budget of **\$372,700**. Standard TNP hourly rates (Exhibit 'B') shall apply. The services to be provided are further outlined in Exhibit 'A'.
  - b. Environmental Services (Task 2) shall be performed on a time and expense basis with a not-to-exceed budget of **\$32,670**. The services to be provided are further outlined in Exhibit 'A'.

- c. Geotechnical Investigations (Task 3) shall be performed on a time and expense basis with a not-to-exceed budget of **\$23,320**. The services to be provided are further outlined in Exhibit 'A'.
  - d. Subsurface Utility Engineering (Task 4) shall be performed on an hourly reimbursable basis with a not-to-exceed budget of **\$29,210**. Standard TNP hourly rates (Exhibit 'B') shall apply. The services to be provided are further outlined in Exhibit 'A'.
  - e. Easement Document Preparation (Task 5) shall be performed on an hourly reimbursable basis with a not-to-exceed budget of **\$75,690**. Standard TNP hourly rates (Exhibit 'B') shall apply. The services to be provided are further outlined in Exhibit 'A'.
  - f. Easement Negotiation Services (Task 6) shall be performed on an hourly reimbursable basis with a not-to-exceed budget of **\$84,000**. Standard TNP hourly rates (Exhibit 'B') shall apply. The services to be provided are further outlined in Exhibit 'A'.
  - g. Construction Phase Services (Task 7) shall be performed on an hourly reimbursable basis with a not-to-exceed budget of **\$27,130**. Standard TNP hourly rates (Exhibit 'B') shall apply. The services to be provided are further outlined in Exhibit 'A'.
2. **ADDITIONAL SERVICES:** The CITY agrees to pay the PROFESSIONAL as follows:
- a. Services provided by the PROFESSIONAL which are not specifically included in Basic Services as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates (Exhibit 'B'). Examples of Additional Services are included in the Scope of Services (Attachment 'A').

**FEE SUMMARY:**

**Basic Services**

1. Design Services:	<b>\$372,700</b>	(Hourly not-to-exceed)
2. Environmental Services:	<b>\$32,670</b>	(Time and expense)
3. Geotechnical Investigations:	<b>\$23,320</b>	(Time and expense)
4. Subsurface Utility Engineering:	<b>\$29,210</b>	(Hourly not-to-exceed)
5. Easement Document Preparation:	<b>\$75,690</b>	(Hourly not-to-exceed)
6. Easement Negotiation Services:	<b>\$84,000</b>	(Hourly not-to-exceed)
7. Construction Phase Services:	<b><u>\$27,130</u></b>	<u>(Hourly not-to-exceed)</u>

**Total**                      **\$644,720**



**SCHEDULE:** The proposed services shall begin within 10 working days of authorization to proceed. The following reflects our understanding of the City’s desired project schedule:

Project Milestone	Projected Duration (weeks)	Projected Milestone Dates
Notice to Proceed		5/20/2024
Research, Data Acquisition, and Field Work	10	7/29/2024
Conceptual (30%) Submittal	8	9/23/2024
City Review Complete	3	10/14/2024
Preliminary (60%) Submittal	10	12/23/2024
*Begin Easement Negotiations		12/30/2024
City Review Complete	3	1/13/2025
Pre-Final (90%) Submittal	10	3/24/2025
City Review Complete	3	4/14/2025
Final (100%) Submittal	6	5/26/2025
Advertise/Bid/Award Complete	5	6/30/2025
*Complete Easement Negotiations		6/30/2025
Construction Complete	76	12/14/2026

\*Easement acquisition is anticipated to begin following 60% design with an estimated duration of 6 months, assuming no parcels go through the condemnation process.

It is understood and mutually agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that PROFESSIONAL’s ability to perform the scope of service is dependent upon timely receipt of information and data from the CITY, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the CITY become delayed or not provided in a timely manner. It is anticipated that the life of this service agreement will be no more than **31 months** after receiving the authorization to proceed. If necessary and mutually agreed in writing by both parties, the duration of the contract can be extended.

## **DETAILED SCOPE OF SERVICES:**

### **TASK 1. DESIGN SERVICES**

#### **A. Data Collection**

- The PROFESSIONAL will collect, compile, and evaluate available data from the CITY and other entities that provide existing information related to the design of the Project.
- The PROFESSIONAL will make an effort to obtain as-built, record, and/or future plans for the following facilities in the Project area including:
  - Culvert
  - Roadway
  - Water Lines
  - Sanitary Sewer Lines
  - Storm Drain Lines
  - Telephone and Cable TV Underground and/or Overhead Lines
  - Gas/Petroleum Lines
  - Fiber Optic Lines
  - Other Utilities Known to Serve the Project Area
- The PROFESSIONAL will prepare a project base file using the surveyed topo, boundary, subsurface utility designations.

#### **B. Project Management**

- Managing the Team
  - Lead, manage and direct design team activities
  - Ensure quality control is practiced in performance of the work
  - Communicate internally among team members
  - Task and allocate team resources
- Communications and Reporting
  - Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
  - Conduct review meetings with the CITY at the end of each design phase.
  - Conduct site visits on an as-needed basis for investigations and coordination during the design process.
  - Prepare and submit monthly progress reports in the format requested by the CITY.

- Prepare and submit an anticipated Project Schedule. Provide schedule updates as the Project progresses through the design process.
- Conduct monthly virtual meetings (up to 16) with the CITY project manager to discuss project progress, upcoming deliverables, and outstanding action items.
- Coordinate with CITY, utilities, property owners, and other agencies and entities for the planning and design of the proposed infrastructure, and provide and obtain information needed to prepare the design.
- Prepare and submit a transmittal letter to TCEQ for approval and acceptance, as required.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the PROFESSIONAL or any of its sub-consultants shall carry readily available information identifying the name of the company and the company representative.

### **C. Sanitary Sewer Design**

Proposed improvements include the design for approximately 10,000 LF of 12” sanitary sewer improvements to parallel the existing sewer main within the project footprint.

- The general intent of the project is to parallel the existing sewer main alignment. The PROFESSIONAL shall evaluate the proposed parallel alignment using the topographic survey, boundary survey, subsurface utility engineering, environmental investigations, and record drawing information to determine the viability of the parallel alignment. If constraints are discovered during the evaluation that necessitate adjustments to the alignment, the PROFESSIONAL will provide an alignment alternative to navigate the constraint(s). If an alternate alignment is selected that changes the PROFESSIONAL’s scope of work or adds effort beyond that accounted for in this fee proposal, a contract amendment may be required.
- The PROFESSIONAL will provide the CITY with the anticipated topographic survey limits. The CITY will provide the topographic survey to the PROFESSIONAL. The CITY-provided topographic survey will be used as the basis for design. Changes in proposed alignment subsequent to performance of the survey field work may require remobilization by the CITY’s surveyor to capture additional topographic survey.
- The design of the parallel sewer main shall be in accordance with the CITY’s criteria as well as the requirements of TCEQ (i.e. TAC Title 30, Chapters 217 and 290). The sanitary sewer improvements shall include the following:
  - Overall project sewer layout sheets
    - The sewer layout sheet shall identify the proposed sewer main improvement/ existing sewer mains in the vicinity and all sewer appurtenances.
  - Coordinates on all manholes in the same coordinate system as the Control Points.
  - Bearings will be given on all proposed centerlines, or baselines.

- Sewer plan and profile sheets - which show the following:
  - proposed sewer plan/profile and recommended pipe size
  - manhole locations
  - existing service lines
  - existing utilities and utility easements
  - legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view
  - FEMA 100-year floodplain elevations
  - minor surface grading, as needed
  
- Sewer aerial crossing sheets for the Walnut Creek crossing – which include the following:
  - limits and layout of aerial crossing
  - pier locations, sizes, and depths
  - steel casing size and limits
  - structural details for piers and connection of steel casing to piers
  
- The PROFESSIONAL will prepare special details for sewer line installation that are not already included CITY's standard details. These may include connection details between various parts of the project, tunneling details, boring and jacking details, relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

#### **D. Plan Development**

- Cover Sheet
- Sheet Index and Legend Sheet
- General Notes Sheet
- Survey Control Sheets - Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.
- ROW and Easement Layout Sheets
- Waters of the United States Delineation Sheet
- Overall Sanitary Sewer Layout Sheets
- Sanitary Sewer Plan & Profiles Sheets
- Sewer Aerial Crossing Plan and Profile Sheet
- Sewer Aerial Crossing Detail Sheets

- Construction Sequencing Plan Sheets – Prepare construction sequencing plans to represent the recommended phasing for the Project based on minimizing impacts to existing traffic patterns and property owners adjacent to the Project.
- Traffic Control Plan Sheets – Using the proposed construction phasing plan as the basis, the PROFESSIONAL shall prepare traffic control plan sheets showing the proposed locations of construction signs and other traffic control devices.
- Erosion Control– An Erosion Control Plan will be prepared for the project, but the Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the contractor. Standard CITY details for erosion control will be used as appropriate.
- Standards - Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

#### **E. Project Quantities and Opinion of Probable Cost**

- Project quantities and an Opinion of Probable Construction Cost will be a part of the 30%, 60%, 90% and 100% submittals, as outlined below.
- The PROFESSIONAL's opinion of probable construction costs will be prepared for the entire project using current unit cost data. These opinions of cost will be provided on the basis of PROFESSIONAL's experience and professional judgment, but will not imply any warranty that final bids might not vary from the cost opinions provided, since neither the PROFESSIONAL nor the City have any control over market conditions or bidding procedures.

#### **F. Private Utility Coordination**

- The PROFESSIONAL shall provide private utility companies that may be impacted by the Project with a project overview, project schedule, and a status plan set at the 30%, 60%, 90% and 100% design milestones.
- The PROFESSIONAL shall review private utility relocation plans if provided by the utility and provide feedback regarding conflict resolution.
- It is assumed that the CITY will lead and manage private utility coordination and relocations. The PROFESSIONAL does not anticipate designing any private utility relocations or managing/facilitating private utility relocations.

#### **G. Submittals**

- Conceptual Plans (30%) - Using a combination of the field survey, existing aerial photography, general property research, utility research, site visits and experience, the PROFESSIONAL will develop schematic sewer plans for the Project consisting of the proposed horizontal and vertical alignments. PROFESSIONAL shall submit a pdf

copy of the conceptual plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost.

- Preliminary Plans (60%) - The Preliminary plans will include essentially complete sewer plan and profile plans. PROFESSIONAL shall submit a pdf copy of the preliminary plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost. Upon City approval of preliminary plans, pdf copies will be delivered to utility companies as plans adequate for utility relocation design.
- Final Plans (90%) - Final plans will include the complete plan set, along with bid documents and specifications and a final updated Opinion of Probable Construction Cost. PROFESSIONAL shall submit a pdf copy of the final plan set and draft easement documents for City review, along with a pdf copy of Opinion of Probable Construction Cost.
- Bid Documents (100%) - Final documents will be based on City review comments of the final plan submittal. Deliverables will include a pdf copy of the final plan set, final easement documents, a final Opinion of Probable Construction Cost, and complete bid documents and specifications.

#### **ASSUMPTIONS**

- The Project will be designed in accordance with the CITY's Design Standards & Criteria. If the CITY makes significant changes to its design standards during the design process and these changes require additional effort or work on behalf of the Engineer, it may be necessary to execute a fee amendment to cover the additional work.
- PROFESSIONAL shall not proceed with subsequent design activities without obtaining the CITY's approval of the previous design plan submittal.
- The SWPPP shall be the responsibility of the Contractor.
- The CITY will lead and manage private utility coordination and relocation efforts.
- The CITY will lead and manage the project advertisement, bidding, and award process.

#### **DELIVERABLES**

- A. Meeting minutes with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Project schedule with updates
- E. Electronic submission of PDF plans at each milestone submittal
- F. Opinion of probable construction cost at each milestone submittal
- G. Bid Documents and Specifications

## **TASK 2. ENVIRONMENTAL SERVICES**

PROFESSIONAL will provide environmental services for the project as follows:

### **A. Cultural Resources Survey**

#### *Antiquities Permit Application*

Once notice-to-proceed (NTP) has been acquired, the PROFESSIONAL will begin preparations to coordinate with the USACE/THC. Coordination with the USACE/THC will occur through the submittal of an Antiquities Permit Application that describes the project area, proposed design plans, and details the proposed scope of work. Once the permit application has been approved by the USACE/THC, the PROFESSIONAL will be provided a permit number and receive authorization to conduct the archeological fieldwork. The THC has a maximum of 30 days to review a submitted permit application. Concurrent to Antiquities Permit Application review, the PROFESSIONAL will begin coordinating with project management to streamline fieldwork once the permit has been received.

#### *Archeological Survey*

Based on past project experience, it is assumed that the following services will be required:

- Obtaining a Texas Antiquities Permit;
- Completing a full pedestrian survey to document prehistoric and/or historic-period archeological sites greater than 50 years in age;
- Documenting any archeological sites encountered to make preliminary determinations of eligibility for inclusion in the National Register of Historic Places (NRHP) or designated as a State Archaeological Landmark (SAL);
- Analyzing any artifacts recorded and/or collected (if applicable);
- Completing and submitting State of Texas Archaeological Site Data Forms or Update Forms for any new or previously recorded sites to Texas Archeological Research Laboratory (TARL) and obtain site trinomial identification numbers documented within the project area;
- Drafting a technical report that documents the cultural resource background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations.
- Conduct all coordination with the USACE/THC required to obtain agency comment.

#### Survey Methods

The intensive pedestrian survey will be conducted in accordance with the current Council of Texas (CTA) Archeological Survey Standards for Texas that were adopted by the THC on 17 April 2020. The 100-percent intensive cultural resources survey will consist of visual examination of the ground surface and existing subsurface exposures for evidence of archeological sites within the project area and shovel testing to identify any potential subsurface cultural deposits. The survey will implement a multi- transect scheme within each of the proposed work areas.

Areas displaying no potential for archeological deposits will be photographed to document the lack of potential for intact archeological deposits. Other documentation methods will include narrative notes, maps, and shovel test records.

For linear projects components, Texas Archeological Survey Standards require that one shovel test be excavated every 100 meters where potential for shallow archeological deposits exist and project impacts will be within the upper 2.5 feet below surface. Shovel tests will be excavated to the depth of the proposed project impacts, a maximum depth of 80 centimeters, or to the bottom of culturally sterile deposits, whichever is encountered first. Each shovel test will be at least 30 centimeters in diameter and will be hand excavated in natural stratigraphic levels not exceeding 20 centimeters in thickness. Excavated soil will be screened using 1/4-inch hardware cloth to facilitate the recovery of buried cultural material. If clay content is high and cannot be efficiently screened, the excavated soil will be troweled through by hand and inspected for cultural deposits. Additionally, the physical properties of each arbitrary level will be recorded. All test locations will be recorded on paper and plotted using hand-held Global Positioning System (GPS) units. Investigators will document the results of each test on standardized shovel test forms.

#### Technical Report and THC Coordination

Following completion of fieldwork, the PROFESSIONAL will begin processing field data for the development of a technical report. The technical report will document the cultural and historical background, survey methods, and survey results. The report will include NRHP eligibility and/or eligibility for designation as a SAL and the appropriate criteria under which the sites were evaluated. The report will contain supporting illustrations including maps, plans, and photographs. Tabular data, artifact inventories, and other supporting information will be appended. The report will include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 Texas Administrative Code (TAC) 26 and 36 Code of Federal Regulations (CFR) §800. The report will conform to the CTA guidelines for cultural resources management reports (CTA 1992). The draft report will be submitted to the City for comment prior to the THC review. All appropriate revisions will be incorporated into a final report. Upon THC's acceptance of the draft report, the PROFESSIONAL will prepare and submit final copies of the report to the City, THC, and designated State of Texas libraries. The PROFESSIONAL will conduct the necessary coordination with the THC to obtain comment from the agency resulting in project approval or additional field work if significant archeological sites are present and cannot be avoided by the project. Upon receipt of THC comment, the PROFESSIONAL will curate any collected diagnostic artifacts collected during the survey and all project records at certified curation facility.

It is assumed that no archeological sites will be encountered. If an archeological site is encountered during the survey, Additional Services will be required to record and evaluate the site, conduct any necessary archival research, and document the resource(s) within the technical report.

#### **B. Phase I Environmental Site Assessment**

The PROFESSIONAL proposes to perform a Phase I ESA in general accordance with ASTM International Standard E 1527-21, Standard Practice for Phase I Environmental Site Assessments. The proper performance of "due diligence" in respect to ESAs, requires both an on-site inspection and a careful review of available applicable local, state and/or federal



public records. No sampling or testing of air, soil, surface water, groundwater, or waste characterization analysis is included as part of this proposal. Likewise, the PROFESSIONAL has made no provisions for other non-scope ASTM items, such as wetlands or endangered species evaluations, or archeological impacts for the subject property. If you should subsequently select a lender for this property prior to completion of the Phase I ESA, please notify us immediately so that we may determine if there are any additional lender requirements over and above those specified in the ASTM Standard. A digital copy of the Phase I ESA report will be forwarded upon completion of the project.

### **C. Waters of the United States Delineation**

The PROFESSIONAL will provide professional services to delineate all waters of the United States, including wetlands, within the project site. The PROFESSIONAL's wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, the PROFESSIONAL will digitize these waters of the United States for use by the client for planning, impact calculation, and illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

### **ASSUMPTIONS**

- No archeological sites are encountered.
- No archeological backhoe trenching will be conducted for deeply buried sites or deed title work for above ground historic architectural resources.
- Only an intensive pedestrian survey will be required. Costs for Phase II archeological testing, Phase III archeological mitigation, and Memorandum of Agreement drafting services are not included.
- Assumes the Project will comply with all of the terms and conditions of Nationwide Permit 58 without a Pre-Construction Notification.

### **DELIVERABLES**

- A. Archeological survey technical report
- B. Antiquities permit
- C. Phase 1 ESA report
- D. Waters of the United States delineation and report

### **TASK 3. GEOTECHNICAL INVESTIGATIONS**

PROFESSIONAL will provide geotechnical services for the project as follows:

#### **A. Subsurface Exploration**

Based on past experience in the vicinity of the project, we anticipate subsurface conditions to consist of the soils and shale of the Woodbine geological formation.

Experienced drillers and technicians will evaluate subsurface conditions with a total of eleven (11) sample borings drilled to a depth of 20 feet along the proposed alignment. The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

PROFESSIONAL's personnel will stake the boring locations using hand-held GPS equipment. Approximate locations of the borings will be shown on the plan of borings. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

#### **B. Laboratory Services**

Considering the planned facilities and anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- percent passing #200 sieve
- sieve and hydrometer grain size analysis
- liquid and plastic limit determinations
- unconfined compression tests on soil
- unit weight determinations

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

#### **C. Engineering Services**

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. PROFESSIONAL will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions

- comments on general rippability of rock
- recommendations for pipe installation, including bedding and backfill
- comments regarding bores/tunnel crossings
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services.

## **ASSUMPTIONS**

- Boring Locations are accessible to truck-mounted drilling equipment.

## **DELIVERABLES**

- A. Geotechnical Report & Recommendations.

## **TASK 4. SUBSURFACE UTILITY ENGINEERING**

The scope of subsurface utility designating (SUE) and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – PROFESSIONAL will provide utility information, up to QL-"B", along the proposed alignment, adjacent to Watson Branch, a length of approximately 10,000 LF. Utilities will be located 50' either side of the alignment.

This work includes:

- Requesting utility records on all crossing utilities from the CITY, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
- Marking all locations that can be validated, using paint, flags or other devices.
- Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.

- Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

### **ASSUMPTIONS**

- No locating will be performed on the existing sewer line adjacent to the proposed alignment, and it will not be shown or included in the SUE deliverables. The CITY will direct its surveyor to tie the existing sewer manhole rim and flow line elevations as part of that separate design survey effort.

### **DELIVERABLES**

- A. AutoCAD file containing the results of the SUE investigations.

### **TASK 5. EASEMENT DOCUMENT PREPARATION**

PROFESSIONAL shall provide all office and field work necessary to perform boundary surveys along the proposed alignment to support the preparation of up to twelve (12) permanent easement documents and up to twelve (12) temporary construction easement documents anticipated for the project.

Field surveys will be performed to locate existing property corners, monuments, and other physical features as necessary for a Registered Professional Land Surveyor to determine existing rights-of-way and property lines along the project corridor and develop the proposed easements documents.

All survey information provided by the PROFESSIONAL will be coordinated and referenced to survey control and information provided by the CITY.

All surveying services proposed herein shall be prepared in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

### **ASSUMPTIONS**

- Topographic survey and survey control shall be provided by the CITY.

### **DELIVERABLES**

- A. AutoCAD base file containing the results of the boundary survey.
- B. Exhibit A (metes and bounds description) and Exhibit B (easement sketch) signed and sealed by a Texas Registered Professional Land Surveyor. The easement limits will be marked on the ground by iron rods with blue plastic caps stamped "TNP INC ESMT" set at all corners and angle points, where practical. Temporary easements will not be marked on the ground.

## **TASK 6. EASEMENT NEGOTIATION SERVICES**

PROFESSIONAL will provide easement negotiation services for up to twelve (12) parcels as follows.

- Utilize County Appraisal District information and other online tools to locate contact information for the impacted landowners.
- Contact the landowners to update them on the project and verify their contact information.
- Prepare the initial letter, instruments of conveyance, and any other documents required or requested by the CITY, on CITY approved forms.
- Once approved by the CITY, send an offer letter, and required brochures to each property owner or the property owner's designated representative through Certified Mail Return Receipt Requested (CMRRR). Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for recording with the County.
- Make at least four (4) diligent attempts to negotiate with each property owner after which negotiations will be considered exhausted.
- Prepare and maintain a negotiator's report for each parcel.
- Receive any counteroffers from the property owner. Evaluate all counters and submit to and discuss them with the CITY's Project Manager.
- Submit the signed easement, W9, and memorandum of agreement (if necessary) to the CITY. The CITY will process the payment and notify TNP when payment has been made.
- Have the executed easement document filed in the County deed records and provide the CITY with the filed copy.

## **ASSUMPTIONS**

- Does not include ownership and lien reports or preliminary title commitments.
- Does not include appraisal services.
- Does not include preparation of files for the eminent domain process or condemnation support services.

## **TASK 7. CONSTRUCTION PHASE SERVICES**

PROFESSIONAL will provide construction phase services for the project as follows.

- PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor
- Assemble the executed contracts with the conformed plans and provide PDF copy.
- Review up to five (5) Contractor material submittals and shop drawings, as requested by the CITY.
- Review and provide responses to up to five (5) requests for information.
- Participate in up to six (6) construction progress meetings.
- Participate in up to three (3) site visits/meetings during construction.
- Participate in final construction walk-thru and assist with compilation of punch list and project close out documents.
- Prepare record drawings using information provided by the CITY and the Contractor and provide PDF copy.

### **ASSUMPTIONS**

- The CITY will lead and manage the project advertisement, bidding, and award process.
- The length of construction is anticipated to be a period of 18 months.
- The CITY will perform construction inspections.
- The CITY will perform Contractor pay application reviews.
- The SWPPP will be provided by the Contractor.
- Construction materials testing will be contracted by the CITY.

### **DELIVERABLES**

- A. Conformed construction documents: two (2) full-size color hardcopies (single-sided and bound) of the plans and one digital PDF copy of the plans and specifications
- B. Record drawings in PDF format

**INFORMATION/SERVICES PROVIDED BY CITY**

CITY shall perform/provide the following:

- As-builts and record drawings of existing facilities (as available).
- Any available records of existing CITY utilities with the project limits.
- Topographic survey.
- Private utility coordination and relocation management.
- Level A SUE/potholing of existing utilities.
- Easement appraisals.
- Condemnation services.
- Project advertisement, bidding, and construction contract award.
- Contractor pay application review.
- Construction inspections.
- Construction materials testing.

### **ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES**

CITY and PROFESSIONAL agree that the following services are beyond the Scope of Services described in the tasks above. However, PROFESSIONAL can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the PROFESSIONAL as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to design alternative analysis or preparation of a preliminary design report.
- Services related to development of Stormwater Pollution Prevention Plan.
- Services related to FEMA floodplain map amendments or studies.
- Services related to acquiring Section 404 permit(s), including Pre-Construction Notification to the USACE.
- Services related to tree removal mitigation or permitting.
- Detention pond analysis or design.
- Services related to the design of landscaping or irrigation improvements.
- Design of improvements beyond those identified in the scope of services.
- Preparation of a fly-over video rendering for public engagement/council presentations.
- Services related to survey staking of temporary construction easements.
- Services related to utility relocation verifications.
- Services related to topographic or design surveys.
- Services related to Quality Level A Subsurface Utility Engineering.
- CCTV inspection of existing utilities.
- Environmental and cultural resources services beyond those identified in the scope of services.
- Construction management or inspection services.
- Services related to easement appraisals, ownership and lien reports, or title commitments.
- Services related to condemnation.
- Services related to the development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection, and re-bidding of the contract for construction.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Public meetings or public engagement.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to survey construction staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.