

ENGINEERING SERVICES AGREEMENT
FOR THE
CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2014, by and between the CITY OF MANSFIELD, with its principal office at 1200 East Broad Street, Mansfield, Texas 76063 (hereinafter called "CITY") and ALAN PLUMMER ASSOCIATES, INC., with its principal office at 1320 South University Drive, Suite 300, Fort Worth, Texas 76107 (hereinafter called "ENGINEER").

WITNESSETH

WHEREAS, the CITY owns and operates the Bud Ervin Water Treatment Plant (hereinafter called "Plant"), which supplies water to the CITY's customers; and

WHEREAS, the CITY intends to construct additional facilities at the Plant, including a new clearwell with piping, instrumentation, and electrical modifications (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain engineering services in connection with the design of the PROJECT; and

WHEREAS, the ENGINEER represents that it is qualified and capable of performing the engineering services proposed herein, is acceptable to the CITY and is willing to enter into an AGREEMENT with the CITY to perform such services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the CITY and the ENGINEER agree as follows:

ARTICLE I – RETAINER

The CITY agrees to retain the ENGINEER and the ENGINEER agrees to perform engineering services in connection with the PROJECT. The CITY agrees to pay and the ENGINEER agrees to accept fees as specified hereinafter as full and final compensation for the services authorized and accomplished.

ENGINEER (1) shall render services under the AGREEMENT in accordance with the professional standards prevailing in the Dallas-Fort Worth metroplex area; and (2) will reimburse the CITY for all damages caused by any defective designs the ENGINEER prepares.

ARTICLE II – PROFESSIONAL QUALITY

The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies, and other material (all items collectively hereinafter called "PROJECT DOCUMENTS") and services furnished by the ENGINEER under this AGREEMENT.

Approval by the CITY of PROJECT DOCUMENTS, services, and incidental engineering services shall not in any way relieve the ENGINEER of responsibility for the technical accuracy of the engineering services performed.

ARTICLE III – PROFESSIONAL LIABILITY

The CITY's review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CITY caused by ENGINEER's omissions or negligent performance of any of the services furnished under this AGREEMENT.

ARTICLE IV – BASIC ENGINEERING SERVICES

The ENGINEER agrees to perform BASIC ENGINEERING SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The ENGINEER shall perform BASIC ENGINEERING SERVICES as described herein.

1. General Services

1.1. Workshops and Meetings

- 1.1.1. The ENGINEER shall conduct a project workshop with the CITY and the Tarrant Regional Water District (TRWD) at the ENGINEER's office. This workshop will include a discussion of potential impacts associated with TRWD's addition of chlorine and ammonia in the raw water.
- 1.1.2. The ENGINEER shall participate in a meeting with the CITY and the distribution system model engineer to discuss the pressures observed at the Upper Pressure Plane and determine if distribution system improvements can mitigate these pressures.
- 1.1.3. The ENGINEER shall conduct a project initiation meeting with the CITY at the CITY's facility.
 - 1.1.3.1. In this meeting, the ENGINEER will review and confirm the scope, schedule, resources, responsibilities, and clarify and define the CITY's expectations, requirements, and responsibilities for the PROJECT.
 - 1.1.3.2. This meeting will also review the items listed in the following sections (preliminary process and instrumentation diagrams, Lower Pressure Plane High Service Pump Station pump selection technical memorandum, and Sodium Hypochlorite Storage and Brine Generation/Storage Evaluation technical memorandum).

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- 1.2. Prior to the project initiation meeting, the ENGINEER will prepare preliminary process and instrumentation diagrams (P&IDs) and operation and control descriptions for the facilities to be designed that include:
 - 1.2.1. Potable water ground storage (Clearwell No. 4);
 - 1.2.2. Disinfection system improvements; and
 - 1.2.3. Lower Pressure Plane High Service Pump Station modifications (pump addition and surge protection).
- 1.3. The ENGINEER will develop head-flow (H-Q) curves for the Lower Pressure Plane (LPP) High Service Pump Station (HSPS). The CITY will provide ENGINEER the LPP system curve based on the CITY'S distribution engineer's model of the CITY'S distribution system. The LPP system curve data provided by the City will cover the flow range of zero million gallons per day (MGD) to the expected build-out flow for the LPP. Based on the H-Q curves, the ENGINEER will select the LPP HSPS replacement pump type, size, and horsepower.
- 1.4. The ENGINEER will evaluate options for additional sodium hypochlorite storage and brine generation/storage. This evaluation will consider the impact on nearby existing utilities and structures. The ENGINEER will determine process piping connection methods and locations between each option evaluated and the existing system. The ENGINEER will prepare a memorandum for this evaluation and will include a layout drawing for each option. The ENGINEER will obtain an equipment quote from the currently installed manufacturer. This quote will be compared to recent pricing provided by same manufacturer when forced to competitively bid. This comparison and discussion with the CITY will determine if the quote is fair and a reasonable value to the CITY.
- 1.5. The CITY will supply ENGINEER with existing information relative to the PROJECT. The ENGINEER shall advise the CITY with respect to site surveying and the making of all subsurface investigations, including borings, test pits, soil resistivity surveys, and other subsurface explorations. The ENGINEER shall be entitled to rely upon the accuracy of the data and information provided by the CITY and the CITY's other consultants and contractors without independent review, evaluation, or verification. The ENGINEER shall not be liable for any claims or injury or loss arising from errors, omissions, or inaccuracies in documents or other information provided by the CITY or the CITY's other consultants and contractors.
- 1.6. Deliverables
 - 1.6.1. City and TRWD Meeting – The ENGINEER will furnish the following items for the meeting:
 - 1.6.1.1. Agenda and
 - 1.6.1.2. Presentation.
 - 1.6.2. City and Distribution Engineer Meeting – The ENGINEER will furnish the following items for the meeting:
 - 1.6.2.1. Agenda and
 - 1.6.2.2. Presentation.

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- 1.6.3. Project Initiation Meeting – The ENGINEER will furnish the CITY with five (5) packages consisting of the following items no later than ten (10) business days prior to the meeting:
 - 1.6.3.1. Agenda;
 - 1.6.3.2. Preliminary half-size drawings (11" x 17") of the P&IDs;
 - 1.6.3.3. Preliminary operation and control descriptions;
 - 1.6.3.4. Project data request;
 - 1.6.3.5. Lower Pressure Plane High Service Pump Station Pump Selection; and
 - 1.6.3.6. Sodium Hypochlorite Storage and Brine Generation/Storage Evaluation.
 - 1.6.3.7. Meeting notes will be provided to each participant within five (5) business days of the meeting.
2. Detailed Design
 - 2.1. The ENGINEER shall prepare, for approval by the CITY, drawings and specifications setting forth in detail the requirements for the construction of the PROJECT, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.
 - 2.2. Specifications
 - 2.2.1. The ENGINEER will assist the CITY in preparation of necessary notification to bidder information and proposal forms. The ENGINEER will utilize the ENGINEER's front-end documents (Division 0, which include the notification to bidders, bid forms, contractual terms and conditions, etc.). These documents will be prepared by the ENGINEER for review and input by the CITY.
 - 2.2.2. Technical specifications will be prepared based on the ENGINEER's standard specifications.
 - 2.3. The ENGINEER will finalize the P&IDs and operation and control descriptions for the following:
 - 2.3.1. Potable water ground storage (Clearwell No. 4);
 - 2.3.2. Disinfection system improvements; and
 - 2.3.3. Lower Pressure Plane High Service Pump Station modifications (pump addition and surge protection if required).
 - 2.4. The ENGINEER will develop a construction sequence for the construction activities. This construction sequence will be reviewed by the CITY and then incorporated into the contract documents.
 - 2.5. General and Civil Drawings
 - 2.5.1. General sheets will provide organization and a general understanding of the project to the bidders;
 - 2.5.2. Yard piping;
 - 2.5.3. Clearwell No. 4 ground water relief piping will be designed such that groundwater is removed by a pumping system and can "daylight" as a backup solution;

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- 2.5.4. Hydraulic profiles through the entire Plant; and
 - 2.5.5. Standard details.
- 2.6. Clearwell No. 4
 - 2.6.1. The clearwell will be rectangular and cast-in-place concrete with a usable volume of approximately 3.5 million gallons.
 - 2.6.2. Yard piping modifications and isolation valve vaults will be designed to allow Clearwell No. 4 to operate in either parallel or series with Clearwell No. 3.
 - 2.6.3. The clearwell will include a foundation drain system with a groundwater collection manhole and pump station and "day-light" drain.
- 2.7. Sodium Hypochlorite Facility Improvements
 - 2.7.1. The existing 0.8-percent sodium hypochlorite storage facility will be expanded to include additional sodium hypochlorite storage with associated piping, valves, blowers, and appurtenances.
 - 2.7.2. The existing hypochlorite generation facility located in the existing Disinfection Building will be expanded to include an additional sodium hypochlorite generator with associated piping, valves, and appurtenances. Basic Engineering Services assumes design of a system to match the current manufacturer. In the event an alternate manufacturer is selected, Special Services would be utilized.
 - 2.7.3. A second salt storage / brine solution tank will be incorporated into the design.
- 2.8. Lower Pressure Plane High Service Pump Station and Surge Protection Addition
 - 2.8.1. One (1) vertical turbine pump with necessary piping and valves will be added to the existing Lower Pressure Plane High Service Pump Station. The pump control valve for this pump will be a pneumatically actuated high-performance butterfly valve similar to the other installations at this pump station.
 - 2.8.2. The ENGINEER will perform necessary pressure measurements at the Lower Pressure Plane High Service Pump Station. This data will be used to determine if a surge tank is necessary.
- 2.9. Electrical, Instrumentation, and SCADA
 - 2.9.1. The ENGINEER will include all necessary design elements for electrical; instrumentation; and the Supervisory, Control, and Data Acquisition (SCADA) system for the above designed items.
 - 2.9.2. To allow the City to monitor and determine pump efficiency, the design will include modifying the existing electrical gear to add sub-power meters for each of the pumps at both high service pump stations.
- 2.10. Structural Services
 - 2.10.1. The ENGINEER will provide structural design services for the facilities described above.
- 2.11. Opinion of Probable Construction Cost
 - 2.11.1. The ENGINEER will submit to the CITY an Opinion of Probable Construction Cost (OPCC) which shall be based on calculated quantities such as areas, volumes, or other unit costs. The OPCC will be divided into appropriate categories by structure to indicate the cost of each category of work involved in construction of the PROJECT. ENGINEER will obtain quotes from equipment

suppliers related to this PROJECT and periodically update unit costs based on recent trends and bidding information in this region.

- 2.11.2. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT cost, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

2.12. Meetings and Workshops

- 2.12.1. The ENGINEER will conduct the following review workshops with the CITY at the ENGINEER's office. Each workshop will consist of members from the CITY, the ENGINEER's design team, and senior members of the ENGINEER's staff providing an independent review and critique of the design:

- 2.12.1.1. Review Workshop No. 1 (Level I Design)
- 2.12.1.2. Review Workshop No. 2 (Level II Design)
- 2.12.1.3. Review Workshop No. 3 (Level III Design)

2.12.2. Definition of Design Levels:

- 2.12.2.1. Level I – This package will include the following preliminary deliverables:

- 2.12.2.1.1. General drawings;
- 2.12.2.1.2. Site drawings;
- 2.12.2.1.3. Mechanical drawings (plans and sections) of PROJECT components;
- 2.12.2.1.4. Civil drawings consisting of piping, piping connections, proposed electrical conduit routes, etc.
- 2.12.2.1.5. Process and instrumentation diagrams;
- 2.12.2.1.6. Technical specifications for major equipment items (Division 11); and
- 2.12.2.1.7. Opinion of probable construction cost.

- 2.12.2.2. Level II – This package will include the following preliminary deliverables:

- 2.12.2.2.1. Modified Level I package;
- 2.12.2.2.2. Structural drawings and details;
- 2.12.2.2.3. Heating, ventilation, and air conditioning drawings;
- 2.12.2.2.4. Civil, mechanical, and structural standard details;
- 2.12.2.2.5. Technical specifications for Division 2 through 15; and
- 2.12.2.2.6. Updated opinion of probable construction cost.

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- 2.12.2.3. Level III – This package will include the following preliminary deliverables:
 - 2.12.2.3.1. Modified Level II package;
 - 2.12.2.3.2. Electrical drawings;
 - 2.12.2.3.3. Instrumentation drawings;
 - 2.12.2.3.4. Technical specifications for Divisions 16 and 17;
 - 2.12.2.3.5. Divisions 0 and 1 (construction contract documents); and
 - 2.12.2.4. Updated opinion of probable construction cost.
 - 2.13. Deliverables
 - 2.13.1. Review Workshop - The ENGINEER will furnish the CITY with the following items for each of the three (3) workshops:
 - 2.13.1.1. Five (5) workshop packages, which include the items listed below, shall be provided to the CITY no later than ten (10) business days prior to each review workshop.
 - 2.13.1.1.1. Agenda;
 - 2.13.1.1.2. Half-size drawings (11" x 17"); and
 - 2.13.1.1.3. Specifications.
 - 2.13.1.2. Workshop notes will be provided to each participant in the workshop within five (5) business days of the meeting.
 - 2.13.2. Texas Commission on Environmental Quality (TCEQ) Plans – Between the Level III internal review meeting and Level III workshop with the CITY, the ENGINEER will send the plans and contract documents to the TCEQ for review.
 - 2.13.3. Final Plans – Upon incorporation of comments from the last Review Workshop, the ENGINEER shall prepare final plans and specifications. The ENGINEER shall furnish the CITY with the following final documents:
 - 2.13.3.1. Half-size drawings (11" x 17") – five (5) sets;
 - 2.13.3.2. Full-size drawings (22" x 34") – one (1) set;
 - 2.13.3.3. Specifications – size (6) sets; and
 - 2.13.3.4. Adobe Portable Document Format (PDF) files of the drawings and specifications.
- 3. Advertisement and Bid Phase Services
 - 3.1. Advertisement
 - 3.1.1. Upon acceptance by the CITY of the final design and bid documents and the most recent Opinion of Probable Construction Cost as determined in the Detailed Design Phase, and upon written authorization by the CITY to proceed, ENGINEER shall:
 - 3.1.1.1. Assist CITY in advertising by providing to the CITY the notice to bidders for publication in the local news media, the cost of which shall be paid by the CITY;
 - 3.1.1.2. Notify construction news publications for securing bids or proposals for the Work

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- 3.1.1.3. Distribute bid documents, plans, and specifications for the Project to prospective bidders via CivCast; and
 - 3.1.1.4. Maintain a record of prospective bidders to whom Bidding Documents have been issued.
 - 3.1.2. The ENGINEER will assist the prospective bidders in interpreting the plans and specifications through the preparation and issuance of addenda to clarify, correct, or modify the Bid Documents.
 - 3.1.3. The ENGINEER will participate in one (1) pre-bid conference at the Bud Ervin Water Treatment Plant.
- 3.2. Bid Opening
 - 3.2.1. The ENGINEER will participate in one (1) bid opening meeting at a location designated by the CITY.
 - 3.2.2. The ENGINEER will assist the CITY in opening, tabulating, and analyzing the bids received and furnish recommendations on the award of contract or the appropriate actions to be taken by the CITY.
- 3.3. Conformed Specifications and Drawings
 - 3.3.1. The ENGINEER shall prepare conformed specifications and drawings based upon the addenda issued during the advertisement.
 - 3.3.2. The ENGINEER shall assist in preparing formal contract documents for the construction contract between the CITY and the selected contractor.
- 3.4. Deliverables
 - 3.4.1. Advertisement – The ENGINEER will provide addenda as described above.
 - 3.4.2. Bid Opening
 - 3.4.2.1. The ENGINEER will provide a bid tabulation of the bids submitted.
 - 3.4.2.2. The ENGINEER will provide a recommendation to the CITY as described above.
 - 3.4.3. Conformed Specifications and Drawings
 - 3.4.3.1. The ENGINEER shall provide the following items to the CITY:
 - 3.4.3.1.1. Half-size drawings (11" x 17") – five (5) sets;
 - 3.4.3.1.2. Full-size drawings (22" x 34") – one (1) sets;
 - 3.4.3.1.3. Specifications – size (6) sets; and
 - 3.4.3.1.4. Adobe Portable Document Format (PDF) files of the drawings and specifications.
 - 3.4.3.2. The ENGINEER shall provide the following items to the selected contractor:
 - 3.4.3.2.1. Half-size drawings (11" x 17") – zero (0) sets;
 - 3.4.3.2.2. Full-size drawings (22" x 34") – ten (10) set;
 - 3.4.3.2.3. Specifications – ten (10) sets; and
 - 3.4.3.2.4. Adobe Portable Document Format (PDF) files of the drawings and specifications.
 - 3.4.3.3. The ENGINEER will furnish eight (8) sets of contract documents (specifications) for execution by the CITY and contractor. Three (3) executed originals will be delivered to each the CITY and the

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contractor. The remaining two (2) originals will be retained by the ENGINEER.

4. Project Management

- 4.1. The ENGINEER will provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
- 4.2. The ENGINEER will prepare a project management plan including scope, budget, schedule, communication plan, project team, and file organization.
- 4.3. The ENGINEER will conduct internal team coordination meetings as required to accomplish the work.
- 4.4. The ENGINEER will provide monthly status updates to the CITY describing and showing the percent complete for scope and tasks, issues, budget status, and schedule.
- 4.5. The ENGINEER will coordinate, prepare, and review monthly invoices for payment by the CITY.
- 4.6. The ENGINEER will maintain and update, on a monthly basis, the following items:
 - 4.6.1. Action item log;
 - 4.6.2. Decision log; and
 - 4.6.3. Project change log.

ARTICLE V – SPECIAL SERVICES

Various SPECIAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES covered by ARTICLE IV preceding, which may be performed or arranged for separately by the CITY, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization included, but are not necessarily limited to, the following:

1. Prepare to serve or serve as an expert witness on behalf of the CITY in connection with any public hearing or legal proceedings;
2. Perform outside of office services including shop, mill, field, or laboratory inspection of materials or equipment, not otherwise provided as BASIC ENGINEERING SERVICES;
3. Perform subsurface excavation in the event such excavation is required to locate existing facilities;
4. Provide archeological services for the PROJECT;
5. Redraw of construction plan sheets, if required, as a result of changes in the scope of the construction contract after submission of final plans to the CITY.
6. Provide warranty follow-up on behalf of the CITY after final acceptance of the construction contract by the CITY;
7. Provide additional full-size and/or half-size final plan sets and specifications for the PROJECT in excess of the number required under ARTICLE IV;
8. Provide site surveying;
9. Provide geotechnical engineering;
10. Attend additional meetings with CITY or other agencies beyond those specified in the BASIC ENGINEERING SERVICES;

11. Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices; and
12. Design a surge mitigation system for the Lower Pressure Plane High Service Pump Station. This surge mitigation system will include one (1) surge tank with necessary piping and valves and the addition of a check valve on the discharge of each high service pump.
13. Provide additional technical specifications and drawings for an alternate sodium hypochlorite generation system manufacturer other than the currently installed manufacturer, which is part of the Basic Engineering Services.

ARTICLE VI – ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

The presence or duties of the ENGINEER's personnel at the PROJECT site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to CITY and/or other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contractor requirements and any health or safety precautions required by such work. The ENGINEER and its personnel have no authority to exercise any control over any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the PROJECT site except ENGINEER's own personnel. Even though the ENGINEER has no duty to discover safety issues, if the ENGINEER observes something that he/she believes to be an unsafe condition, the ENGINEER will notify the CITY.

ARTICLE VII – SERVICES BY THE CITY

The CITY and its representatives will render services inclusive of the follow:

1. Provide available criteria and full information as to the CITY's requirements for the PROJECT;
2. Provide surveys, easements, and geotechnical information for the PROJECT as recommended by the ENGINEER;
3. Provide testing services for the PROJECT;
4. Assist the ENGINEER by placing at his/her disposable all available written data pertinent to the PROJECT. ENGINEER shall be entitled to rely upon the accuracy of the data and information provided by the CITY without independent review, evaluation, or verification. ENGINEER shall not be liable for any claims for injury or loss arising from errors, omissions, or inaccuracies in documents, data, and other information provided by the CITY;
5. Examine PROJECT DOCUMENTS submitted by the ENGINEER and render a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER's services;
6. Furnish information required as expeditiously as possible for the orderly progress of the work, including surveying and geotechnical work;

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7. The City Manager of the CITY or his designated representative shall appoint, in writing, a representative that the ENGINEER shall be entitled to rely upon regarding decisions made by the CITY. All subsequent communication to the CITY shall be deemed made when conveyed in writing to the representative at the location specified in ARTICLE XVII, NOTICES; and
8. The services, information, and reports required by the ARTICLE, inclusive, shall be furnished at the CITY's expense, and the CITY will use its best efforts to apprise the ENGINEER of any inaccuracies, or inconsistencies in the information provided.

ARTICLE VIII – COMPENSATION

A. Basic Engineering Services

For and in consideration of the BASIC ENGINEERING SERVICES (ARTICLE IV) to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive compensation as hereinafter set forth. All remittance by the CITY for such compensation shall either be mailed or delivered to the ENGINEER's office as identified in ARTICLE XVII, NOTICES.

Compensation for BASIC ENGINEERING SERVICES, ARTICLE IV, shall be a lump sum amount of \$685,000.

B. Special Services

For and in consideration of the SPECIAL SERVICES set forth in ARTICLE V, herein, the CITY shall pay and the ENGINEER shall receive compensation for personnel time plus expenses in an amount not to exceed fifty-five thousand dollars (\$55,000) to be paid as follows:

For all ENGINEER's personnel time applied to the SPECIAL SERVICES, compensation shall be in accordance with Attachment A (2014 Hourly Fee Schedule).

All direct non-labor expenses, including mileage, travel and lodging expenses, and subcontract expenses applied to the SPECIAL SERVICES, shall be paid at invoice or internal office cost plus a fifteen percent (15-percent) service charge.

No SPECIAL SERVICES or ADDITIONAL SERVICES shall be performed without written authorization from the CITY.

C. Method of Billing

For services performed by ENGINEER for CITY under the terms of this AGREEMENT, ENGINEER shall submit statements monthly or less frequently reflecting ENGINEER's required compensation for that portion of the BASIC ENGINEERING SERVICES or SPECIAL SERVICES completed by the ENGINEER. Along with each separate request for payment of these services, ENGINEER shall submit to the CITY documentation showing percent complete for lump sum portions of

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the project. For SPECIAL SERVICES, ENGINEER shall submit to the CITY documentation substantiating all of the actual costs for which ENGINEER has requested compensation, including but not limited to the following:

1. The number of hours and the associated job classification for the period of time identified with any billing invoice; and
2. A copy of any invoices paid directly by the ENGINEER for any outside services or product that relates to the PROJECT, and that are requested by the ENGINEER to be reimbursed by the CITY.

All records pertaining to services for which payment has been made based upon ENGINEER's billable rates shall be subject to audit by the CITY in accordance with ARTICLE IX. ENGINEER may be required to furnish additional records and/or data in addition to the above, as a response to the CITY's auditing process specified in ARTICLE IX.

D. Time of Payment of Compensation

The ENGINEER shall submit a request for partial payments for services on a monthly basis submitted by the ENGINEER to the CITY. Final payment for services authorized shall be due upon completion of these services.

Should the CITY fail to make payment to the ENGINEER for services properly performed, the sum named in any partial or final statement, and when payment is past due for more than thirty (30) days, then the CITY shall pay to the ENGINEER, in addition to the sum shown as due by such statement, interest thereon at a rate of eight percent (8 %) per annum from the date due, as provided herein until fully paid, which shall fully compensate the ENGINEER for any injury arising from such delay in payment.

However, in the event that the sum shown as due to the ENGINEER by such statement shall be disputed, questioned, or objected to by the CITY, then said rate of eight percent (8 %) per annum from the date due shall only apply to that portion or amount of payment which is finally and mutually agreed upon by CITY and ENGINEER to be rightfully due and owing to the ENGINEER.

ARTICLE IX – AUDIT OF RECORDS

All records of the ENGINEER of a financial or timekeeping basis which have been used to determine the fees earned by the ENGINEER shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of cost for the services at the conclusion of the scope of all services to be performed under this AGREEMENT. The actual billable rates have been identified on Attachment A and are not subject to an audit or a redetermination of any kind. In addition, this ARTICLE shall apply to subcontractors and direct purchases only to the extent of invoices received by ENGINEER and evidence of payment for such invoices in the possession of the ENGINEER. In its audits, the CITY may require inspection and copying from time to time and at reasonable times and places of any and all information, materials, and data of every kind and character that may in CITY's judgment have any bearing on or pertain to the payments subject to this audit. The CITY or its designee shall be afforded access to all of

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the ENGINEER's records pursuant to the provisions of this ARTICLE at the conclusion of the term of this AGREEMENT and for a period of three (3) years after final payment.

ARTICLE X – WRITTEN AUTHORIZATION

It is understood and agreed that no professional services of any nature shall be undertaken under this AGREEMENT by the ENGINEER until ENGINEER is instructed in writing by the CITY's City Manager or his/her designated representative to commence with the work.

ARTICLE XI – INSURANCE AND INDEMNIFICATION

During the term of the AGREEMENT, ENGINEER shall maintain, and shall require its subcontractors to maintain:

1. Adequate public liability insurance for bodily injury and property damage in amounts and with carriers satisfactory to the CITY;
2. Worker's compensation coverage on all of ENGINEER's or its subcontractors' employees working on the PROJECT; and
3. \$1,000,000 of professional liability insurance.

ENGINEER also agrees to furnish to the CITY certificates reflecting ENGINEER's and its subcontractors' workers' compensation coverage, public liability insurance coverage for bodily injury and property damage, and professional liability insurance coverage.

ENGINEER agrees to indemnify and hold the CITY harmless from and against any and all claims, demands, or causes of action of whatever nature resulting from or arising out of ENGINEER's failure to maintain adequate public liability insurance, workers' compensation coverage, or professional liability insurance coverage as required by this AGREEMENT or by law.

ENGINEER will notify the CITY within thirty (30) days of any changes in insurance coverages.

ENGINEER agrees to indemnify, hold harmless, and defend the CITY, at ENGINEER's cost, its officers, agents, and employees from the against any and all claims or suits for injuries damages, loss, or liability of whatever kind or character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by this AGREEMENT, based upon negligent acts or omissions of the ENGINEER, its officers, agents, employees, consultants, and subcontractors.

ARTICLE XII – ASSIGNMENT

This AGREEMENT shall not be assigned in whole or in part without the written consent of the CITY. The CITY and ENGINEER each binds itself and its successors and assigns to the other party with respect to all covenants of this AGREEMENT.

ARTICLE XIII – TERMINATION

In connection with all of the engineering services outlined or contemplated above, it is agreed that the CITY or the ENGINEER may cancel or terminate this AGREEMENT upon thirty (30) days written

Engineering Service Agreement
City of Mansfield Bud Ervin Water Treatment Plant
Clearwell No. 4 and Miscellaneous Improvements Project

noticed to the other, with the provision and understanding that immediately upon receipt of notice of such cancellation from either party to the other, all work and labor being performed under this AGREEMENT shall immediately cease, pending final cancellation at the end of such thirty (30) day period, and further provided that the ENGINEER shall be compensated in accordance with the terms of this AGREEMENT for all work accomplished prior to the receipt of notice of such termination. All completed or partially completed PROJECT DOCUMENTS prepared under this AGREEMENT shall then be delivered to the CITY, which it may use without restraint. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. ENGINEER shall be liable for any damages suffered by the CITY as a result of the ENGINEER's termination of this AGREEMENT.

ARTICLE XIV – DOCUMENTS

All PROJECT DOCUMENTS are and shall become the property of the CITY, which it may use without restraint. The CITY shall indemnify and hold the ENGINEER harmless for use of the documents for any purpose other than for this PROJECT. The ENGINEER may retain a set of reproducible record copies of drawings and other documents; however, ENGINEER shall not provide to, or use this work product on behalf of any person or entity without the express written consent of the CITY.

ARTICLE XV – PRIVATE LAND ENTRY

The ENGINEER shall not enter any property owned by others on the CITY's behalf to survey, to perform soil tests, or for other reasons related to the performance of services under this AGREEMENT until the ENGINEER has secured the landowner's permission to so enter and perform such activities. The ENGINEER agrees to indemnify and hold the CITY harmless from any and all claims, demands, or causes of action of whatever nature resulting from activities on land owned by others.

ARTICLE XVI – EMPLOYMENT PRACTICES

The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. ENGINEER agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and ENGINEER will indemnify and hold the CITY harmless for any failure to so comply and any discrimination for which ENGINEER may be charged.

ARTICLE XVII – NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent to the address of the CITY as follows, unless and until the ENGINEER is otherwise notified:

City of Mansfield
1200 East Broad Street
Mansfield, Texas 76063

Attention: Mr. Chris W. Burkett, PE
Assistant City Manager

Engineering Service Agreement
City of Mansfield Bud Ervin Water Treatment Plant
Clearwell No. 4 and Miscellaneous Improvements Project

All notices and communications under this AGREEMENT to be delivered to the ENGINEER shall be sent to the address of the ENGINEER as follows, unless and until the CITY is otherwise notified:

Alan Plummer Associates, Inc.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107

Attention: Mr. David A. Gudal, PE
Principal

ARTICLE XVIII – INDEPENDENT CONTRACTOR

The services performed hereunder by the ENGINEER shall be subject to the CITY's inspection and approval, but the detailed manner and method of doing same shall be under the control of the ENGINEER. In the performance of services hereunder, the ENGINEER shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of the ENGINEER or its contractor(s), and not employees of the CITY.

ARTICLE XIX – SUBCONTRACTORS

In fulfilling its duties pursuant to this AGREEMENT, it is anticipated that the ENGINEER may subcontract to individuals, corporations, organizations, governments or government subdivisions or agencies, partnerships, associations, or other legal entities. Such subcontracts may be entered into only with the written approval from the CITY.

ARTICLE XX – PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole and only AGREEMENT of the parties hereto and supersedes any prior understanding or oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XXI – LEGAL CONSTRUCTION

In any case any one or more of the provisions contained in this AGREEMENT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXII – GOVERNING LAW

The validity of this AGREEMENT and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XXIII – PLACE OF PERFORMANCE

All amounts due under this AGREEMENT, including damages for its breach, shall be paid in Tarrant County, Texas said Tarrant County, Texas, being the place of performance as agreed to by the parties of this AGREEMENT. In the event that any legal proceeding is brought to enforce this AGREEMENT or any provision hereof, the same shall be brought in Tarrant County, Texas.

ARTICLE XXIV – REPRESENTATION

ENGINEER represents that no CITY official, employee, or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will ENGINEER pay a fee to, or in any other manner compensate any CITY officials, employees, or agents in connection with the approval or performance of this AGREEMENT. A breach under this ARTICLE shall result in automatic termination under this AGREEMENT. Upon such termination, the CITY may use all PROJECT DOCUMENTS prepared under this AGREEMENT and provide in ARTICLE XIII, TERMINATION, and ENGINEER shall be liable for all damages to the CITY occasioned by a termination under this ARTICLE.

ARTICLE XXV – AGREEMENT

This AGREEMENT shall be effective upon the date hereof and shall continue in full force and effect until completion of the PROJECT, but upon CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

ARTICLE XXVI – LAWS AND ORDINANCES

ENGINEER shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public CITY, which in any manner affect this AGREEMENT or the PROJECT.

In witness whereof, the parties acting under CITY of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

Engineering Service Agreement
City of Mansfield Bud Ervin Water Treatment Plant
Clearwell No. 4 and Miscellaneous Improvements Project

CITY OF MANSFIELD

By: _____
CLAYTON W. CHANDLER, City Manager

ATTEST:

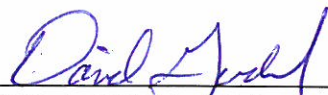
VICKI COLLINS, City Secretary


(Seal)

APPROVED AS TO FORM:

CRAIG MAGNUSON, City Attorney

ALAN PLUMMER ASSOCIATES, INC.

By: _____
DAVID A. GUDAL, PE, Principal

ATTEST: _____
ALAN R. TUCKER, PE, President

(Seal)

ATTACHMENT A

ALAN PLUMMER ASSOCIATES, INC.

HOURLY FEE SCHEDULE

2014

Staff Description	Staff Code	2014 Rate
Admin Staff	A1-A3	\$ 75.00
Senior Admin Staff	A4	\$ 105.00
Designer/Technician	C1-C2	\$ 90.00
Senior Designer/Technician	C3-C4	\$ 115.00
Engineer-in-Training/Scientist-in-Training	ES1-ES3	\$ 115.00
Project Engineer/Scientist	ES4	\$ 130.00
Senior Project Engineer/Scientist	ES5	\$ 145.00
Project Manager	ES6	\$ 180.00
Senior Project Manager	ES7	\$ 220.00
Senior Electrical Engineer	EE2	\$235.00
Senior Structural Engineer	SE2	\$200.00
Principal	ES8-ES9	\$ 265.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Alan Plummer Associates, Inc. 1320 S. University Drive, #300 Fort Worth TX 76107	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Co.</td><td>25615</td></tr><tr><td>INSURER C: Travelers Lloyds Ins. Company</td><td>41262</td></tr><tr><td>INSURER D: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Charter Oak Fire Insurance Co.	25615	INSURER C: Travelers Lloyds Ins. Company	41262	INSURER D: XL Specialty Insurance Company	37885	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 25611

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY							
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	PACP1996L981	6/15/2014	6/15/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input checked="" type="checkbox"/> ValPapers-\$1,000,000						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	AUTOMOBILE LIABILITY							
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y	BA2003L924	6/15/2014	6/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS			No Owned Autos			BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	CUP6428Y427	6/15/2014	6/15/2015	EACH OCCURRENCE \$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				WC STATUTORY LIMITS	
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER	
D	Professional Liability	N	Y	DPR9715996	5/9/2014	5/9/2015	E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
							Per Claim \$ 2,000,000	
							Annual Aggregate \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty(30)day notice of cancellation in favor of certificate holder on all policies. RE: APAI # : 383-027-00 - PC_Mansfield
Bud Ervin WTP Clearwell Design

CERTIFICATE HOLDER**CANCELLATION**

City of Mansfield Attn: Chris W. Burkett 1200 East Broad St. Mansfield TX 76063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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PLUM-02

OP ID: JMC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Jeff B. Connelly		Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Alan Plummer Assoc., Inc. 1320 S UNIVERSITY DR FORT WORTH, TX 76107		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29459	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			84WBGBT3866	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: APAI #: 383-027-00; PC_Mansfield Bud Ervin WTP Clearwell Design

CERTIFICATE HOLDER**CANCELLATION**

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