

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 _____, 2013, 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 "BEWTP"), which supplies water to the CITY's customers; and

WHEREAS, the CITY intends to perform evaluations in preparation for future projects to increase potable water storage and BEWTP capacity (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain engineering services in connection with 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 agrees 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. Tarrant Regional Water District Chloramine Impact to the Bud Ervin Water Treatment Plant
 - 1.1. Evaluate water quality data (raw, filtered, and finished water) provided by the CITY. The data to be evaluated will include:
 - 1.1.1. Nutrients:
 - 1.1.1.1. Phosphorus
 - 1.1.1.2. Carbon (total organic carbon, dissolved organic carbon)
 - 1.1.1.3. Nitrogen (ammonia, nitrate, nitrite)
 - 1.1.2. Dissolved Oxygen
 - 1.1.3. Temperature
 - 1.1.4. pH
 - 1.1.5. Alkalinity
 - 1.1.6. Turbidity
 - 1.1.7. Disinfection Byproducts (total trihalomethanes, haloacetic acids)
 - 1.2. Develop process requirements for treatment options.
 - 1.3. Develop two treatment and technique options to treat and/or accommodate the chloramine in the raw water. These options will look at the possibility of treating the free ammonia that may be a result of chloramine decay in the raw water delivery system. The treatment of ammonia would only be required if disinfection cannot be achieved by a chloramine only system (no free chlorine zone in the Bud Ervin WTP).

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- 1.3.1. Ammonia treatment by biological removal in the granular activated carbon filters and contactors.
- 1.3.2. Ammonia treatment by breakpoint chlorination. The capacity of the sodium hypochlorite on-site generation system will be evaluated based on this proposed treatment method.
- 1.4. Meetings with Agencies
 - 1.4.1. The ENGINEER will attend one (1) meeting with the CITY and the Tarrant Regional Water District to discuss chloramination of the raw water and potential impacts on the Bud Ervin WTP. The ENGINEER will generate meeting notes after the meeting.
 - 1.4.2. The ENGINEER will attend one (1) meeting with the CITY and the Texas Commission on Environmental Quality (TCEQ) to discuss the potential impacts and treatment methods develops. The ENGINEER will generate meeting notes after the meeting.
- 1.5. Opinion of Probable Construction Cost and Life Cycle Costs
 - 1.5.1. The opinion of probable construction cost (OPCC) associated with proposed improvements will be developed by the ENGINEER.
 - 1.5.2. The anticipated 20-year life-cycle costs will be developed by the ENGINEER.
 - 1.5.3. Any OPCC and life-cycle costs prepared by the ENGINEER represents its judgment as an engineering professional and is supplied for the general guidance of the CITY. In provided opinions of cost, financial analysis, economic feasibility projections, and schedules for the project, the ENGINEER has not 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 operating 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 cost, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.
- 1.6. The ENGINEER will prepare a technical memorandum describing the treatment strategies and the results of the evaluation.
- 1.7. Deliverable
 - 1.7.1. The ENGINEER will furnish five (5) copies of the draft technical memorandum to the CITY for review.
 - 1.7.2. The ENGINEER will furnish five (5) copies of the final technical memorandum to the CITY.
- 2. Disinfection Study for the Bud Ervin Water Treatment Plant
 - 2.1. Develop and evaluate four disinfection strategies for the current 45 MGD capacity and the future 60 MGD capacity.
 - 2.1.1. Chloramine Only Disinfection
 - 2.1.1.1. Evaluate the possibility of disinfection credits from the TRWD raw water pipeline.
 - 2.1.1.2. Evaluate the Bud Ervin WTP operating as a chloramine only facility. Clearwell No. 1 would no longer be a free chlorine zone. A tracer study may be necessary to increase the baffling factor of the clearwells. This tracer study would be considered a SPECIAL SERVICE.
 - 2.1.1.3. Evaluate the potential to utilize chlorine dioxide as part of the disinfection strategy. This option would utilize a chlorine dioxide in the raw water and

chloramine in the clearwells. An increased dosage may require an iron feed system to negate the impact of the increased chlorite/chlorate concentrations. Also, the chlorine dioxide feed point may need to be located further upstream of the Bud Ervin WTP to achieve the necessary disinfection credits.

- 2.1.2. Breakpoint Chlorination. This option would look at the impacts of achieving breakpoint chlorination so that Clearwell No. 1 would continue to be a free chlorine contact zone. The clearwells downstream of Clearwell No. 1 would continue be chloramine zones.
- 2.2. The ENGINEER will prepare a technical memorandum describing the disinfection strategies and the results of the evaluation.
- 2.3. Deliverable
 - 2.3.1. The ENGINEER will furnish five (5) copies of the draft technical memorandum to the CITY for review.
 - 2.3.2. The ENGINEER will furnish five (5) copies of the final technical memorandum to the CITY.
3. Assess Lower Pressure Plane and Upper Pressure Plane High Service Pump Station Piping Working and Surge Pressures
 - 3.1. The evaluation of the lower pressure plane and upper pressure plane connections at the Bud Ervin WTP will allow the CITY to determine the maximum capacity of the two high service pump stations at the Bud Ervin WTP. This maximum capacity will be limited to the available working and surge pressures of the pipelines supplying the two pressure planes.
 - 3.2. Based on drawings and information provided by the CITY, the ENGINEER will determine water velocities inside the piping at the Bud Ervin WTP connection points to both pressure planes.
 - 3.3. The ENGINEER will develop a surge model for both of these connection points. The surge model will be developed using plans and shop drawings of the pipelines provided by the CITY. Additional information will be provided by the CITY's distribution model.
 - 3.4. Once the working and surge pressures are developed, a comparison will be done with the pipe design based on the shop drawings provided by the CITY and the pipe manufacturer.
 - 3.5. A technical memorandum will be prepared explaining the model results, the corresponding impacts to the pipe and pump station designs, and options for reducing surge if necessary (including OPCC).
- 3.6. Deliverable
 - 3.6.1. The ENGINEER will furnish five (5) copies of the draft technical memorandum to the CITY for review.
 - 3.6.2. The ENGINEER will furnish five (5) copies of the final technical memorandum to the CITY.
4. Clearwell No. 4 Configuration and Volume
 - 4.1. Based upon the available land, the ENGINEER will evaluate four clearwell configurations.
 - 4.1.1. Circular Clearwell
 - 4.1.1.1. Located immediately west of the emergency electrical generators (1.5 MG).
 - 4.1.1.2. Located to the farthest western edge of the property (maximum volume).
 - 4.1.2. Rectangular Clearwell
 - 4.1.2.1. Located immediately west of the emergency electrical generators (1.5 MG).
 - 4.1.2.2. Located to the farthest western edge of the property (maximum volume).
 - 4.2. The ENGINEER will prepare a technical memorandum describing the clearwell configurations and OPCCs.

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- 4.3. Deliverable
 - 4.3.1. The ENGINEER will furnish five (5) copies of the draft technical memorandum to the CITY for review.
 - 4.3.2. The ENGINEER will furnish five (5) copies of the final technical memorandum to the CITY.
- 5. Existing Facilities Improvement Opportunities
 - 5.1. The ENGINEER will meet with CITY operations and maintenance staff to discuss the following items at the Bud Ervin WTP: membrane building ventilation, groundwater mitigation, filter gallery soffit, air compressors, and backwash treatment.
 - 5.2. The ENGINEER will develop proposed improvements to address the issues discussed at the meeting.
 - 5.3. The ENGINEER will prepare a technical memorandum outlining the discussed issues, proposed improvements, and the OPCC for the improvements.
 - 5.4. Deliverable
 - 5.4.1. The ENGINEER will furnish five (5) copies of the draft technical memorandum to the CITY for review.
 - 5.4.2. The ENGINEER will furnish five (5) copies of the final technical memorandum to the CITY.
- 6. Pump Efficiency Monitoring by SCADA
 - 6.1. The ENGINEER will develop proposed improvements to incorporate pump efficiency monitoring by the SCADA system. This information will assist operations staff to select efficient high service pump combinations for delivery of water from the Bud Ervin WTP to the distribution system.
 - 6.2. The ENGINEER will prepare a technical memorandum outlining the proposed improvements and the OPCC for the improvements.
 - 6.3. Deliverable
 - 6.3.1. The ENGINEER will furnish five (5) copies of the draft technical memorandum to the CITY for review.
 - 6.3.2. The ENGINEER will furnish five (5) copies of the final technical memorandum to the CITY.
- 7. Arc-flash Evaluation and Automatic Transfer Switch Viability
 - 7.1. The ENGINEER, with a subconsultant, will conduct an arc-flash evaluation of the existing Bud Ervin power distribution system from the secondary side of the 480 VAC transformer to the 208/120 VAC panel boards.
 - 7.2. The ENGINEER will evaluate the potential to install automatic transfer switches at key locations in the power distribution system to allow the Bud Ervin WTP to automatically switch from "grid power" (electric power provided by the electrical grid) to the emergency generators and back depending on the availability of electrical power from the grid.
 - 7.3. The ENGINEER will prepare a technical memorandum outlining the proposed improvements and the OPCC for the improvements.
 - 7.4. Deliverable
 - 7.4.1. The ENGINEER will furnish five (5) copies of the draft technical memorandum to the CITY for review.
 - 7.4.2. The ENGINEER will furnish five (5) copies of the final technical memorandum to the CITY.

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8. Design Basis Memorandum

8.1. The ENGINEER will prepare a design basis memorandum.

8.1.1. This memorandum will summarize all actions and recommendations from the above-mentioned memoranda and provide a basis for future design projects.

8.1.2. The ENGINEER will include proposed geotechnical scope and boring requirements for the CITY to obtain soil borings and tests for the clearwell design project.

8.1.3. The ENGINEER will include proposed surveying scope for the CITY to obtain soil borings and tests for the clearwell design project.

8.2. The ENGINEER will prepare the OPCC for the improvements.

8.3. Deliverable

8.3.1. The ENGINEER will furnish five (5) copies of the draft memorandum to the CITY for review.

8.3.2. The ENGINEER will furnish five (5) copies of the final memorandum to the CITY.

9. Project Meetings

9.1. Kickoff Meeting

9.1.1. The ENGINEER will attend a kickoff meeting with the CITY at the CITY's facility.

9.2. Workshops and Review Meetings

9.2.1. The ENGINEER will attend the following workshops and review meeting with the CITY at the CITY's facility:

9.2.2. Workshop No. 1

9.2.2.1. Review the Tarrant Regional Water District Chloramine Impact to the Bud Ervin WTP Technical Memorandum.

9.2.2.2. Review the Disinfection Study for the Bud Ervin WTP Technical Memorandum.

9.2.2.3. Review the Technical Memorandum for the Assessment of Lower Pressure Plane and Upper Pressure Plane High Service Pump Station Piping Working and Surge Pressures.

9.2.2.4. Review the Clearwell No. 4 Configuration and Volume Technical Memorandum.

9.2.2.5. Discuss and develop the issues associated with the existing facility.

9.2.3. Workshop No. 2

9.2.3.1. Review the Existing Facilities Issues Technical Memorandum.

9.2.3.2. Review the Pump Efficiency Monitoring by SCADA Technical Memorandum.

9.2.3.3. Review the Arc-flash Evaluation and Automatic Transfer Switch Viability Technical Memorandum.

9.2.4. Final Review Meeting

9.2.4.1. Review the eight (8) final memoranda and the design basis memorandum with cost summary and project components.

10. Project Management and Quality Control

10.1. Project Management

10.1.1. Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule and monitor the scope tasks and completion of the tasks.

10.1.2. Prepare a project management plan including scope, budget, schedule, communication, project team, and file organization.

10.1.3. Conduct internal team coordination meetings as required to accomplish the work.

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- 10.1.4. Provide monthly status updates to the CITY described and showing the percent complete for scope tasks and the issues, budget status, and schedule.
- 10.1.5. Coordinate, prepare, and review monthly invoices for payment.
- 10.1.6. Maintain and update on a monthly basis, an action log, a decision log, and project change log as well as the schedule.
- 10.2. Quality Control
 - 10.2.1. Conduct QC review meetings for each of the deliverables utilizing senior staff members.
 - 10.2.2. One internal meeting will be held for each of the above-mentioned workshops and final review meeting with the CITY.

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 tracer studies of the ground water storage tanks (clearwells) at the Bud Ervin WTP in order to increase the baffling factor in the TCEQ CT Study;
- 4. Attend additional meetings with CITY or other agencies beyond those specified in the BASIC ENGINEERING SERVICES;
- 5. Perform subsurface excavation in the event such excavation is required to locate existing facilities;
- 6. Provide archeological services for the PROJECT;
- 7. Provide site surveying, geotechnical reports, and soil borings; and
- 8. Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

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

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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;
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 by 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 \$170,000.

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B. Special Services

For an 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 push expenses in an amount not to exceed fifteen thousand dollars (\$15,000) to be paid as follows:

For all ENGINEER's personnel time applied to the SPECIAL SERVICES, compensation shall be in accordance with Attachment A (2013 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 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

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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 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.

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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 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 is 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

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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

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

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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.

Engineering Service Agreement
City of Mansfield Bud Ervin Water Treatment Plant
Evaluations and Design Basis for Design Projects

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.

CITY OF MANSFIELD

By: _____
CLAYTON W. CHANDLER, City Manager

ATTEST:

VICKI COLLINS, City Secretary

(Seal)

ALAN PLUMMER ASSOCIATES, INC.

By: _____
DAVID A. GUDAL, PE, Principal

ATTEST:

ALAN R. TUCKER, PE, President

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2013

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 6600 LBJ Freeway, Suite 220 Dallas TX 75240	CONTACT NAME: Patrick P McLaughlin PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</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: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D: Travelers Lloyds Ins. Company</td><td>41262</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Charter Oak Fire Insurance Co.	25615	INSURER C: XL Specialty Insurance Company	37885	INSURER D: Travelers Lloyds Ins. Company	41262	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Alan Plummer Associates, Inc. 1320 S. University Drive, #300 Fort Worth TX 76107															

COVERAGES**CERTIFICATE NUMBER:** Cert ID 15894**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ValPapers-\$1,000,000 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PACP1996L981	6/15/2012	6/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA2003L924 No Owned Autos	6/15/2012	6/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	CUP6428Y427	6/15/2012	6/15/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	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	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability	N	Y	DPR9701673	5/9/2012	5/9/2013	Per Claim/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 day notice of cancellation in favor of certificate holder on all policies. City of Mansfield is shown as an additional insured with waiver of subrogation on the general, auto, & umbrella liability coverages as required by contract. RE: City of Mansfield Bud Ervin Water Treatment Plant - APAI Project # 2012-212-00

CERTIFICATE HOLDER**CANCELLATION**

City of Mansfield Attn: Mr. Chris W. Burkett, PE 1200 East Broad Street 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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CERTIFICATE OF LIABILITY INSURANCE

PLUM-02 OP ID: JMC

DATE (MM/DD/YYYY)

03/18/13

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	800-338-1391	CONTACT NAME:	
	888-621-3173	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Twin City Fire Insurance	29459
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY PROJECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	84WBGBN0482	11/01/12	11/01/13	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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: City of Mansfield Bud Ervin Water Treatment Plant; APAI Project
#2012-212-00

CERTIFICATE HOLDER	CANCELLATION
CTYMANS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Mansfield Attn: Mr. Chris W. Burkett, PE 1200 East Broad Street Mansfield, TX 76063	AUTHORIZED REPRESENTATIVE

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