



CHARLES CROOK
CONSULTING, INC.

November 17, 2016

Mr. Richard Nevins
Assistant Director of Economic Development
Mansfield Economic Development Corporation
301 South Main Street
Mansfield, Texas 76063

817-453-1006
817-453-1101 fax
richardnevins@mansfield.com

RE: CCC# 16-112 Civil Engineering Design and Consulting Services for Offsite Utilities to
Serve 8.826-Acre Tract at the Southwest Corner of the Intersection of
Easy Drive and Hanks Street, Mansfield, Texas

Dear Mr. Nevins:

We appreciate the opportunity to formalize this Proposal/Contract (Contract) to the Mansfield Economic Development Corporation (MEDC or CLIENT) for certain civil engineering design and general civil engineering consulting services you have requested of Charles Crook Consulting, Inc. (CCC or ENGINEER) for your upcoming project. It is our understanding that the MEDC proposes to provide an offsite sanitary sewer to serve a 6.462-acre tract of land near the western terminus of Easy Drive for future development by an industrial user.

Based on our review of the available plans and maps from the City of Mansfield and sources available on the internet, we believe that this project will consist of the design of approximately 2,200 linear feet of 8" sanitary sewer. We anticipate that the proposed sanitary sewer will generally follow the eastern boundary of the 17-acre MISD tract north of the proposed development and then turn east along the common property line of the MISD Bus Yard and the property owned by Broseh Financial Investments where it will then connect to the existing sanitary sewer collection system.

Currently, we anticipate the need to acquire at least one off-site sanitary sewer easement from the MISD as well as engage the owners of natural gas pipelines along the proposed alignment to obtain their permission.

CCC will retain the services of a Registered Professional Land Surveyor (RPLS) to prepare the necessary easement documents for the adjacent property owners. This RPLS will also provide horizontal and vertical alignment of the project area. All of the horizontal survey data will be based on the Texas State Plane Coordinate System and vertical datum will be tied to the City of Mansfield datum.

If additional services are requested by you of CCC after the execution of this Contract, CCC will prepare an Addendum to this contract at the request of the CLIENT that specifies the particular scope and anticipated fees for each successive task or project. The General Conditions stated in this Base Contract, including the Additional Services and Special Services to be provided by Others, will remain in full force and effect for each addendum. Each addendum may or may not have each Basic Service item listed herein, depending on the project requirements.

In addition to work that will require addendums as stated above, this Base Contract will allow the CLIENT to engage CCC to perform other certain services. Any work performed in this manner will be billed to CLIENT on an hourly reimbursable basis at the current billing rates established at the time of invoicing.

Charles Crook Consulting, Inc., referred to herein as CCC or ENGINEER, proposes to provide the following Basic Services:

BASIC SERVICES

(B-1) Horizontal and Vertical Design Surveys

ENGINEER will retain an RPLS to provide field and office services to develop horizontal alignment and topographic surveys of the proposed alignments and immediate surrounding areas. The topographic survey map will show pertinent existing improvements and visible features on-site as well as the nearest curb line or edge of pavement of adjacent roadways. One-foot contours and spot grades based on City datum will be shown.

ENGINEER and/or RPLS will contact utility companies known to typically provide service in the community where the alignments are located, as well as other specific utility or pipeline companies known by ENGINEER to have improvements affecting the immediate area. Utility companies will be asked to supply copies of maps showing the location of their improvements. Utility companies will also be asked to stake, flag or otherwise mark on the ground the specific horizontal location of their installations.

ENGINEER and/or RPLS will research records at the City and show, based on the best available record information, the horizontal location of existing public water and sewer utilities. The flow-lines of accessible manholes, drainage structures, etc. on or immediately adjacent to the project will also be determined.

(B-2) Easement Documents

Easement documents will be developed for each affected property, suitable for recording at the Johnson County Courthouse. Costs associated with the actual purchase of these properties, should that become an issue, shall be the sole responsibility of the MEDC or the City of Mansfield. Services required to assist in acquiring property through eminent domain will be invoiced as an additional service using the rates shown on Exhibit "A".

(B-3) Civil Engineering Construction Plans

After CLIENT review and approval of draft copies of preliminary civil engineering construction plans for the proposed alignment of the new sanitary sewer line, ENGINEER will refine and complete those plans to create the final civil engineering construction plans for the proposed improvements. These plans will typically consist of the following:

- a) Demolition Plans showing utility relocations;
- b) Sanitary Sewer Line Plan and Profile;
- c) Traffic Control Plan;

(B-4) Erosion Control / SWPPP Plans

Prepare erosion control plans and detail sheets including Best Management Practices (BMP's) to be implemented at the site during construction. Prepare erosion protection plans which correlate to the utility construction plans, to be used in conjunction with a Storm Water Pollution Prevention Plan (SWPPP) as prepared by the Contractor/Operator in order to conform to local, state and federal regulations. The Contractor/Operator shall be fully responsible for the daily, weekly and/or regular updates required for the SWPPP process during the construction phase.

(B-5) Construction Specifications

ENGINEER will incorporate the project specifications into the construction plans and details, utilizing the known current City standards. ENGINEER will also prepare a full set of Contract Documents and Specifications using City of Mansfield standards.

(B-6) City Review and MEDC Coordination

ENGINEER anticipates regular communication between MEDC and CCC during the design and construction phases of this project. CCC will provide status reports as may be requested by the MEDC.

CCC will coordinate with various City officials regarding review comments and revisions requested on the civil engineering construction plans and/or specifications. CCC will address the various comments from the City officials that are related to the civil engineering improvement plans and/or specifications. This Basic Service is intended to cover time spent on the phone, answering emails and responding to written correspondence.

(B-7) General Consulting

ENGINEER may be required or requested to provide general consulting services in order to develop a better understanding of the various elements involved in designing and constructing this project. Such services may include but are not limited to meetings with the City of Mansfield and/or MEDC regarding any Jurisdictional Waters of the U.S.; Corps of Engineers; EPA; TCEQ; TRWD; private access connections; cost opinions or additional meetings regarding changes to the project once the base file has been completed.

ADDITIONAL SERVICES (by ENGINEER)

Upon authorization by CLIENT, ENGINEER may perform certain services that are outside the scope of the Basic Services listed herein. These Additional Services shall be performed on a reimbursable hourly basis. If requested by CLIENT, ENGINEER will provide an estimate of the fees anticipated under the various Additional Services requested. The potential Additional Services may include, but are not limited to, the items listed in Sections A2.01 and A2.02 of the EJCDC Agreement or any other service which is not specifically listed or outlined in the Basic Services and/or Additional Services herein, which in the opinion of the ENGINEER, required time and effort to perform a professional service which benefitted the project and/or CLIENT.

THIRD PARTY SERVICES (Provided by Others)

CLIENT may desire the services of other professionals and companies which can perform services that are outside the scope of services provided by the ENGINEER. These services shall be under separate contracts which indemnify the ENGINEER from any litigation arising from the services provided by other professionals. These services by other professionals may include, but are not limited to, surveying, environmental assessments, traffic engineering, geotechnical engineering, structural engineering, etc.

FEES (Paid by CLIENT)

All fees associated with filing, impact, roadway, inspections, vacations of documents, utility connections or anything related to project development shall be paid directly by the CLIENT, unless specifically identified otherwise in this contract.

COMPENSATION

ENGINEER will accomplish Basic Services on a Lump Sum Basis or an Hourly Reimbursable Basis, depending on the service as indicated herein. These fees may also be outlined in subsequent Addenda that are developed for each specific additional service. Additional Services will be billed hourly, according to the current rate schedule attached as Exhibit "A". This exhibit may be updated twice yearly to accommodate adjustments to salaries.

Additionally, direct costs and sales taxes will be billed where applicable. The following direct costs will be billed at our cost plus 10%, for both Basic and Additional Services:

- (a) Reproduction costs for maps, plats, and plans, or other informational materials purchased or utilized for the project including computer plotting of surveys and plan sheets.
- (b) Courier/Delivery expenses.
- (c) Travel and subsistence expenses outside a 75-mile of the construction plans and their interim development.

Billing for Basic Services will be on the basis of ENGINEER'S accounting of hours worked on the stated Basic Services during each billing period, plus direct costs and sales taxes if applicable. Additional Services (if any) will be billed on an hourly reimbursable basis, plus direct

costs and sales taxes if applicable. Compensation is not contingent upon the consummation of any closing, loan, real estate transaction, zoning, plat approval, plans approval, certification, warrantee, guarantee, or any other permit or condition either actually or apparently under the ENGINEER'S control. ENGINEER may suspend his services without liability for consequential or other damages if payment is not received within 30 days of any billing.

PROFESSIONAL SERVICE		ANTICIPATED FEE	
B-1)	Horizontal & Vertical Design Surveys	\$11,525	Lump Sum
B-2)	Easement Documents	\$1,500	Hourly Est.
B-3)	Civil Engineering Construction Plans	\$17,000	Lump Sum
B-4)	Erosion Control/SWPPP Plans	\$1,500	Lump Sum
B-5)	Construction Specifications	\$1,500	Lump Sum
B-6)	City Review and MEDC Coordination	\$2,500	Hourly Est.
B-7)	General Consulting	\$1,500	Hourly Est.
Total Anticipated Fee		\$37,025	

GENERAL CONDITIONS OF AGREEMENT

The terms of Articles IV, V, VI, VII, and VIII, with the exception of Sections 6.04, 6.08, and 6.10, of the 2008 Edition of the Engineers Joint Contract Documents Committee's "Agreement Between Owner and Engineer for Professional Services" (EJCDC Agreement) are incorporated herein by reference except as modified by this contract. Materials in the exhibits in the EJCDC Agreement are either addressed in the body of this contract or are expressly not included in this contract. In the event of a conflict between the EJCDC Agreement and the terms and general conditions of this contract, this contract shall control.

Construction Cost Limits

CLIENT agrees that any Construction Cost Limit or Total Project Cost requirements associated with the project shall be disclosed to the ENGINEER as soon as they become available or apparent to the CLIENT. ENGINEER shall make reasonable efforts to accommodate any cost limits contemplated by the CLIENT, but the ENGINEER cannot and does not make any guarantee regarding the final project cost, and shall not incur any liability related to construction costs which exceed those expected by the CLIENT.

Dispute Resolution, Litigation, and Limits of Liability:

ENGINEER currently carries professional liability insurance through Catlin Insurance Company, Inc.(Catlin). In recognition of the relative risks and benefits of the project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER (and his sub-consultants/subcontractors) to the CLIENT and to all the construction contractors and sub-contractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER (and his sub-consultants/subcontractors) to all those named shall not exceed \$500,000, or the total fee for the professional services rendered, whichever is greater. Such claims and causes include, but are not limited to the ENGINEER'S negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty. CLIENT agrees not to bring action under the Texas Deceptive Trade Practices Act, which provides for treble damages. In the event of any litigation arising from or related to the professional services rendered under this agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

CLIENT and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party mutually agreed to by the CLIENT AND ENGINEER. CLIENT and ENGINEER agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

ENGINEER'S Opinions of Probable Schedule:

The ENGINEER may prepare, at the request of the CLIENT, an Opinion of Probable Schedule, in order to indicate the general relationships between some of the major tasks affecting the project completion timeline. Since the ENGINEER has no control over the many other parties and individuals which could affect this schedule, including the political actions of governing agencies, the general public's involvement, adjacent landowners, and various contractors and subcontractors methods, this schedule should only be used as a general guideline. The ENGINEER cannot and does not guarantee that the actual times of completion of the project or any portion thereof will not vary from those expressed verbally or written as Opinions of Probable Schedule by ENGINEER.

Buried Utilities and Record Plans:

The CLIENT recognizes that the ENGINEER'S research may not identify all pre-project subsurface utilities, post-project subsurface utilities, pre-project surface utilities, or post-project surface utilities, and that information upon which the ENGINEER relies is approximate only and based on the efforts of public utility companies, contractors and others for the purpose of the ENGINEER generating either construction plans or record plans for the Project. Nothing in this agreement shall impose liability on ENGINEER for injury or loss arising from damages to or caused by underground utilities or other underground man-made objects that were not called to the ENGINEER'S attention by others or which were not properly located on plans or through other verbal, written, or visual information furnished to the ENGINEER by others.

CLIENT'S ACCEPTANCE OF PROPOSAL & AUTHORIZATION TO PROCEED

Please sign on Page 7 and return one original of this agreement to ENGINEER within 10 days, keeping one copy of the signed original for your files. A faxed copy or scanned PDF copy by email is acceptable provided that the signature page is executed.

Advise me immediately if the provisions in this agreement are not your understanding of the terms of our contract. My office number is 817/453-1200. My cell phone is 817/929-5004.

If we proceed based on your verbal authorization but do not receive the signed original, it is assumed such non-written response is your express indication of your agreement that the provisions and conditions stated in this agreement shall be in effect as of the date of this document.

We are looking forward to working with you and your company on this project. Please call me if you have any questions concerning this document or anything regarding this project.

Sincerely,

Charles Crook Consulting, Inc.
Firm No. F-10812



Charles C. Crook, P.E.
President

Attachments: Exhibit "A"

This agreement is accepted this _____ day of _____, 2016.

CLIENT: _____
(typed or printed name of CLIENT)

(Signature)

(Printed name of Person signing contract)

EXHIBIT A
SCHEDULE OF FEES

ENGINEERING

- | | |
|-----------------------------------|----------------------|
| • Senior Professional Engineer | \$180 per hour |
| • Professional Engineer | \$125-\$145 per hour |
| • Junior Graduate Engineer/EIT | \$110-\$125 per hour |
| • Senior AutoCAD Technical Design | \$105 per hour |
| • Junior AutoCAD Technical Design | \$ 95 per hour |
| • AutoCAD Drafting | \$ 85 per hour |
| • Administrative | \$ 65 per hour |

Plotting/Printing

- | | |
|---------------------------------------|-------------------|
| • Black & White Bond plots | \$.030 per sq.ft. |
| • Color Bond Plots | \$.050 per sq.ft. |
| • Black & White paper(report quality) | \$.03 per page |
| • Color paper(report quality) | \$.13 per page |

Mileage

- | | |
|--|----------------|
| • Outside of the DFW area (beyond 75 miles from Mansfield) | \$.56 per mile |
|--|----------------|

Misc.

- | | |
|---|---------------------------|
| • Hotels and costs associated with overnight stays in order to accommodate ENGINEER | negotiated under addendum |
|---|---------------------------|

Note: Fees shown herein are subject to change periodically, usually twice a year, to adjust for changes in the economy and/or the industry.