

# TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement ("Agreement") is entered into by and between Tarrant County, Texas ("County"), and Alliance Geotechnical Group ("Company").

**WHEREAS**, County owns public land designated and used as Paddock Park located at 100 West Belknap Street, Fort Worth, Texas (the "Park"); and

**WHEREAS**, the City of Fort Worth, in partnership with Downtown Fort Worth Initiatives, Inc., is undertaking a project to revitalize Heritage and Paddock Parks in Fort Worth, Texas (the "Project"); and

**WHEREAS**, Company desires to access the Park for the purpose of the Project; and

**WHEREAS**, County agrees to grant Company and subconsultants temporary access to the Park in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreement contained herein, County and Company agree as follows:

1. License Granted. County hereby grants to Company a non-exclusive license to use a portion of the Park (the "Licensed Premises") as set forth in Exhibit A which is attached hereto and incorporated herein for reference.
2. Term. The term of this Agreement shall be one-hundred eighty (180) days, commencing upon execution of this Agreement, with an option to renew for a second term.
3. Use of the Licensed Premises.
  - a. Company may use the Licensed Premises for the purpose of performing geotechnical engineering services related to the Project as outlined in Exhibit A. The Licensed Premises shall be used for no other purposes.
  - b. Prior to the commencement of the Term, Company shall outline the boundaries of the Licensed Premises with flagging and orange mesh fencing to the satisfaction of the County.
  - c. Prior to the commencement of the Term, Company shall use its best efforts to locate and physically mark all utilities (including, but not limited to, electric lines, water lines, sewer lines, storm drains and lines, and gas lines) within the Licensed Premises, which shall include, but not be limited to, conducting a dig test. If Company encounters any utility infrastructure (including, but not limited to, electric lines, water lines, sewer lines, storm drains and lines, or gas lines) in the course of or in connection with Company's use of the Licensed Premises, Company shall provide protection of the utilities to the satisfaction of County, with such protective measures to be approved by County prior to the application thereof.
  - d. Company shall not washout equipment, fill up equipment with gas or other oils and hydraulics as to create potential spill hazards within the Park. If this is not adhered to, the agreement can be immediately terminated and Company agrees to reimburse County for the cost of any cleanup, restoration, or damages which may occur as the result of Company's violation of this section.
4. Termination. County may terminate this Agreement, without cause, upon five (5) days written notice to Company or immediately, with cause, upon a breach of this Agreement by the Company.
5. Use not Exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. County reserves the right to enter into and grant other and future licenses, leases, and

other authorizations for use of the Licensed Premises to other persons and entities as County deems appropriate in accordance with applicable law; provided, however, that in granting subsequent authorization for use, County will not allow a use that will unreasonably interfere with the Company's use of the Park as provided herein. This Agreement does not establish any priority for the use of the Park by Company or by any present or future licensees or other permit holders. In the event of any dispute as to the priority of use of the Park, the first priority shall be to the public generally, the second priority to County in the performance of its various functions, and thereafter, as between licensees and other permit holders, as determined by County in the exercise of its powers conferred on it by the State of Texas.

6. Liability. Company covenants and agrees to release County, its officers, agents, representatives, servants, and employees, from and against any and all claims or suits for property damage, personal injury, or any other type of loss or adverse consequence related in any way to the existence of this Agreement or the use and occupancy of the Licensed Premises and the Parks. Furthermore, County shall not be liable to Company for any damage or theft of Company's equipment, facilities, or other contents.
7. Restoration of the Park. Company agrees that the Company shall repair and restore: (1) the Licensed Premises; and (2) any County property that the Company damages, to the same condition or better condition than the Licensed Premises or County property was in immediately prior to the execution of this Agreement as determined by County. If Company fails to complete all repairs and restoration to the Licensed Premises and any other County property prior to the expiration of the Term, County may, in its discretion, perform all such repairs and restoration on behalf of the Company. In this event, Company will reimburse County for the costs of such repairs and restoration, and such reimbursement will be due immediately upon written request of the County.
8. **INDEMNIFICATION. COMPANY AGREES TO AND DOES HEREBY DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS, AND PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S NEGLIGENT USE OF THE LICENSED PREMISES AND THE PARK, (ii) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR (iii) ANY WILLFUL ACT, FRAUD OR OMISSION OF COMPANY OR ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS, RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT.**
9. Compliance with Laws. Company shall, at its own cost and expense, comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Company shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
10. Notice. All notices required or permitted under this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other party, its agent, employee, servant, or representative, or (ii) received by the other party by reliable overnight courier or United States Mail, postage prepaid, return receipt requested, at the address stated below or to such other address

as one party may from time to time notify the other in writing.

**To COUNTY:**

Tarrant County Administrator  
100 East Weatherford, Suite 404  
Fort Worth, Texas 76196

**To COMPANY:**

Alliance Geotechnical Group  
3228 Halifax Street  
Dallas, Texas 75247

11. Public Safety. Company shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Company's use of the Park.
12. Hazardous Materials. Under no circumstances will Company use or cause to be used on the Park any hazardous or toxic substances or materials, or intentionally or knowingly store or dispose of any such substances or materials on the Park.
13. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas - Fort Worth Division.
14. Entire Agreement. This Agreement contains all of the agreements between the parties respecting the subject matter hereof, and no prior representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this instrument.
15. No Waiver of Immunity. Nothing herein shall be deemed to limit or waive the sovereign or governmental immunity of County or Company.
16. Assignment. This Agreement, in whole or in part, is not assignable by either party, without the express written consent of the other party. Any attempt to assign this Agreement without the required consent is void and without force and effect.

By executing this Agreement, Company agrees to and accepts the terms, conditions and provision contained herein.

**SIGNED AND EXECUTED** this 19 day of January, 2023.

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

**ALLIANCE GEOTECHNICAL GROUP**

  
\_\_\_\_\_  
Michael Roland  
Vice President

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS:

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Criminal District Attorney's Office

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Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

## Exhibit A



GEOTECHNICAL ENGINEERING  
ENVIRONMENTAL CONSULTING  
CONSTRUCTION MATERIALS ENGINEERING AND TESTING  
CONSTRUCTION INSPECTION

December 7, 2022

Mr. Thomas Long, P.E.  
Huitt-Zollars, Inc  
500 W. 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76102

Phone: 817-335-3000 ex.10236

E-mail: [tlong@huitt-zollars.com](mailto:tlong@huitt-zollars.com)

Re: Proposal for Supplemental Geotechnical Investigation  
Additional Borings-Streetscape  
Fort Worth, Texas  
AGG Proposal P22-1111E-R3

Mr. Long,

We are pleased to submit this proposal for geotechnical engineering services for the project referenced above. We understand that we have been selected for this work based upon our qualifications in accordance with the Professional Services Procurement Act for providing geotechnical engineering services for public projects. This proposal includes a description of the project, scope of work, and fee.

### PROJECT DESCRIPTION

Alliance Geotechnical Group has been requested to provide a proposal for a supplemental geotechnical investigation to drill two (2) additional pavement borings on the east and west side of Paddock Park in Fort Worth, Texas. In addition, existing pavement along Houston Street will be cored using a 6-inch core barrel.

### SCOPE OF WORK

The geotechnical investigation performed for the referenced project will consist of field and laboratory investigations, engineering analysis, and a report prepared by a Registered Professional Engineer.

### FIELD INVESTIGATION

As requested, the field investigation will consist of drilling additional two (2) soil borings. The soil borings will be drilled to depths of 10 feet below existing ground surface. In addition, one (1) pavement coring will be performed thru Houston Street. The pavement will be cored using a 6-inch core barrel and the thickness of the existing pavement and base will be recorded.

Subsurface soil samples will generally be secured with thin walled tube and/or split spoon samples depending on soil type and consistency. Rock encountered in the borings will be



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evaluated using the Texas Department of Transportation Penetrometer (TxDOT Cone. All samples will be properly logged, packaged, sealed, and placed in a core box for transportation to the laboratory. The borings will be backfilled with the drilling cuttings.

Alliance Geotechnical Group assumes that the client has the right-of-entry along the proposed alignment and that the boring locations will be accessible to conventional truck-mounted drilling equipment during normal working hours. There are numerous medium to large trees present on site. The test borings will be offset in order to avoid the heavily wooded areas. Traffic Control will be required for coring the existing pavement at N Houston Street. AGG will apply for the traffic control plan permits and Right of Way permits for the project. Minor traffic controls consisting of safety cones, and road signs are anticipated for the pavement coring location. Major traffic control consisting of arrow board and crash truck has not been included in this proposal. Should unusual soil conditions be encountered, we will call you with a recommendation and cost estimate to explore these unusual conditions.

AGG will contact Texas811 and the City of Fort Worth's Water Department to have them locate underground utilities. However, these utility locators will generally not mark underground utilities on private property. Therefore, AGG will mark the proposed boring locations and will notify the maintenance personnel (contact provided by the client) in order for the utilities to be cleared by them. However, Alliance Geotechnical Group is not responsible for damage to underground utilities that are not identified prior to drilling.

### **LABORATORY INVESTIGATION**

Laboratory tests will be conducted to classify the soil and to evaluate the volume change potential and strength of the soil and rock present at the site. Soil classification tests will consist of Atterberg limits (plasticity index), percent passing #200 sieve, moisture content, and dry unit weight. The volume change potential of the soils will be evaluated by swell tests. The strength of the soil will be estimated using hand penetrometer test. In addition, lime / PI series test and soluble sulfate test will also be performed on selected clay samples.

### **ENGINEERING ANALYSES**

Results of field and laboratory work will be presented in an engineering report. The report will include the following:

1. Plan of borings, boring logs, water level observations, and laboratory test results.
2. Evaluate the pertinent engineering properties of the subsurface soils at the boring locations.
3. Measurement of pavement core thickness
4. Pavement subgrade stabilization recommendations.
5. Pavement thickness recommendations based upon design traffic data provided by others.
6. Comments in regards to potential stability issues of the existing steep slopes and stone retaining walls will be provided.



### **GEOTECHNICAL FEES**

Based on the proposed scope of work, and based upon the understanding that the supplemental work would be performed in conjunction with the original scope of service (no additional trips), AGG will provide the supplemental geotechnical investigation for this project for an estimated fee of **\$5,850.50** based upon the attached "Project Budget Summary".

### **TERMS AND CONDITIONS**

If this proposal meets with your approval, please sign below to authorize Alliance Geotechnical Group to perform the work. Please contact us after reviewing our proposal if you have any questions. We look forward to working with you on this project.

Respectfully,  
**ALLIANCE GEOTECHNICAL GROUP**

A handwritten signature in blue ink, appearing to read 'Rupesh Thapa', is written over a horizontal line.

Rupesh Thapa, E.I.T.  
Staff Engineer

A handwritten signature in blue ink, appearing to read 'Michael D. Roland', is written over a horizontal line.

Michael D. Roland, P.E.  
Vice President

**Attached:** Project Budget Summary



## PROJECT BUDGET SUMMARY

Description	Estimated Units	Estimated Unit Cost	Estimated Cost
<b>FIELD INVESTIGATION</b>			
Core Rig Mobilization , Ls	0	\$375.00	\$0.00
Daily Drilling Trip Charge, day	1	\$265.00	\$265.00
Boring Staking & Site Reconnaissance , hr	1	\$125.00	\$125.00
Utility Clearance Coordination (EIT), hr	1	\$110.00	\$110.00
Drilling Coordination (EIT), hr	1	\$110.00	\$110.00
Field Logger (EIT/Geologist)	4	\$95.00	\$380.00
Truck Soil Sampling (0-50 feet), ft	20	\$18.00	\$360.00
Pavement Core, inch	8	\$16.00	\$128.00
Core Machine, day	1	\$350.00	\$350.00
Coring Technician,hr	4	\$65.00	\$260.00
Traffic Control Equipment Rental, ea	1	\$750.00	\$750.00
Traffic Control Setup, ea	1	\$500.00	\$500.00
Trip Charge,ea	3	\$55.00	\$165.00
			<b>\$3,503.00</b>
<b>LABORATORY TESTING</b>			
Edit Selected Samples (PE), hr	0.5	\$125.00	\$62.50
Liquid and Plastic Limits	4	\$75.00	\$300.00
Moisture Content, ea	8	\$15.00	\$120.00
Unconfined Compressive Strength Tests (Soil), ea.	0	\$55.00	\$0.00
Minus No. 200, ea	2	\$95.00	\$190.00
Swell Tests, ea.	3	\$85.00	\$255.00
Sulfate Tests, ea. (TxDOT Method)	2	\$100.00	\$200.00
Lime Series,ea	1	\$375.00	\$375.00
			<b>\$1,502.50</b>
<b>ENGINEERING REPORT AND ANALYSES</b>			
Geotechnical Senior Engineer, hr (Pavement Analysis	4	\$165.00	\$660.00
Geotechnical Project Engineer, hr (Management & Report Development)	1	\$125.00	\$125.00
Drafter, hr	1	\$60.00	\$60.00
			<b>\$845.00</b>
<b>SUBTOTAL</b>			<b>\$5,850.50</b>



