

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) by and between Tarrant County (County) and Teague, Nall and Perkins , Inc. (Consultant), located at 5237 N. Riverside Drive, Suite 100, Fort Worth, Texas effective on the date of approval in Tarrant County Commissioners Court.

### **SCOPE OF SERVICES**

Consultant agrees to perform the services set forth in the Scope of Services attached as Exhibit A in a timely and professional manner, consistent with industry and professional standards, and in accordance with all applicable laws and the terms of this Agreement. If any services, functions or responsibilities not specifically described in this Scope of Services are required for the proper performance and provision of these services, they shall be deemed to be included with the Scope of Services.

### **TERM AND RENEWAL OPTIONS**

Upon approval of this contract by the Tarrant County Commissioners Court, Consultant is authorized to begin the provision of services as described in the attached Scope of Services. Consultant agrees to complete the Everman Flood Study by January 15, 2024 in accordance with the Project Schedule shown in Exhibit B.

### **PAYMENT AND INVOICING**

Compensation to Consultant for the services described in the attached Scope of Services shall not exceed \$237,590 in the hourly rates as shown on Attachment A for the services under this Agreement, upon approval by the County.

- a. Consultant is to advise the County of additional services that may be required to complete this project successfully prior to any services being performed that are not part of this agreement, and must obtain prior approval, in writing, by the County before those services are performed and invoiced.
- b. If in the execution of services, the County may request Consultant to remove a service, prior to Consultant’s performance of that service. Consultant agrees that the County will not be held responsible for costs associated with those services that were removed.
- c. Payments will be made monthly in arrears, on a net 30-day basis. The fee is to be inclusive of all travel costs.
- d. Invoices are to be detailed and reference the fees as shown in Attachment A. A summary of the work performed during the invoiced period should accompany the invoice submittal.
- e. Submit invoices to: Tarrant County Auditor’s Office, Attention: Accounts Payable, 100 E. Weatherford St., Suite 506, Fort Worth, Texas 76196, phone: 817-884-1205, or email to: [SAP-Invoices@tarrantcounty.com](mailto:SAP-Invoices@tarrantcounty.com) and [rvskinner@tarrantcounty.com](mailto:rvskinner@tarrantcounty.com).

## INSURANCE REQUIREMENTS

Consultant shall take out, pay for and maintain always during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:

- a. Worker's Compensation/Employer's Liability
  1. Worker's Compensation – statutory
  2. Employer's Liability - \$500,000
- b. Commercial General Liability:
  1. Bodily injury/Personal injury/Property damage - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Auto Liability:
  1. Combined Single Limit (CSL) - \$500,000 per occurrence
- d. Contractual Liability – same limits as above
- e. Professional Liability Insurance - \$1,000,000 each claim with minimum \$2,000,000 aggregate

## FINANCIAL RESPONSIBILITY

Consultant is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, Consultant indemnifies and holds harmless the County against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to Consultant's negligent performance of this contract.

## AGENCY-INDEPENDENT CONTRACTOR

Neither Consultant nor any employee thereof is an agent of the County and neither the County nor any employee thereof is an agent of Consultant. This agreement does not and shall not be construed to entitle either party or any of their representative employees, if applicable, to any benefits, privilege, or other amenities of employment of the other part.

## ASSIGNMENT

Neither party may assign this contract.

## THIRD PARTY BENEFICIARY EXCLUDED

This party does not incur to the benefit of any specific third party. The parties to this contract do not consent to the waiver of sovereign or government immunity under Texas state or federal law to the extent either party may have that immunity under law.

## ENTIRE AGREEMENT

The Contract documents consist of the following:

- This Agreement
- Request for Qualifications 2022-044 Bid Documents and Consultant Response
- Consultant Proposal
- Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement may not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. For avoidance of doubt, this Agreement may not be modified orally.

The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

This agreement is effective upon the date of approval in Tarrant County Commissioners Court.

#### TERMINATION

Either party may terminate this contract by:

- Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- Providing in the written notice the date of termination; and
- Sending the written notice by certified mail return receipt requested to the party at its address.

#### NOTICES

##### **Tarrant County**

Randall Skinner  
Tarrant County Transportation Services  
100 E. Weatherford, Room 401  
Fort Worth, Texas 76196

##### **Teague, Nall and Perkins, Inc.**


Andrew Luce, P.E.  
5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137

**TARRANT COUNTY  
STATE OF TEXAS**

**TEAGUE, NALL AND PERKINS, INC.**

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Timothy O'Hare  
County Judge



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Andrew Luce, P.E.  
Director of Utility Management Services,  
Associate

**REVIEWED AS TO FORM:**

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Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$237,590:**

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Auditor's Office