

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) by and between Tarrant County (County) and Transystems Corporation (Consultant), located at 500 West 7<sup>th</sup> Street, Suite 1100, 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 Attachment 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, as requested by the County.

### **PAYMENT AND INVOICING**

Compensation to Consultant for the services described in the attached Scope of Services shall not exceed \$161,525.00 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@tarrantcountytexas.gov](mailto:rvskinner@tarrantcountytexas.gov).

## 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:

- a. Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- b. Providing in the written notice the date of termination; and
- c. 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

##### **Transsystems Corporation**


Chad Gartner, P.E.  
500 West 7<sup>th</sup> Street, Suite 1100  
Fort Worth, Texas 76102

**TARRANT COUNTY**

**TRANSYSTEMS CORPORATION**

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Tim O'Hare  
County Judge



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Chad Gartner, P.E.  
Principal, Senior Vice President

**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 \$161,525:**

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Auditor's Office



**TranSystems**

500 West 7<sup>th</sup> Street, Suite 1100  
Fort Worth, TX 76102  
Tel 817 339 8950

[www.transystems.com](http://www.transystems.com)

May 17, 2023

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

**RE: Engineering Services for Designing Bridge Repairs and a Schematic Study**

Dear Mr. Skinner,

TranSystems is pleased to submit the revised scope of work and cost proposal for professional engineering services required to develop off-system bridge repair plans and to prepare a drainage study for Oak Grove Road South at Deer Creek that has experienced flooding issues during rain events. The proposal is based on information provided during our meetings with Tarrant County.

**Detailed Scope of Services is attached**

**Proposed Fee (level of effort attached)**

Off-system bridge repair plans .....	\$105,365.00
Drainage study of one location .....	\$55,160.00
<u>Reimbursable Expenses.....</u>	<u>\$1,000.00</u>
<b>Total Not to Exceed Fee</b>	<b>\$161,525.00</b>

We look forward to working with you on these projects. If you have any questions or require additional information, please contact me.

Sincerely,

Chad Gartner, PE  
Principal/Senior Vice President

## **Attachment A – Scope of Services** **Off-system bridge repairs**

TranSystems will provide construction plans, specifications, and estimates for repairs of off-system bridges as described below.

- 1) Structure 022200AA0200002 Silver Creek Azle Rd. over Trib Ash Creek
  - a) Visit site to locate and measure repair quantities
  - b) Design & prepare plans to:
    - i) Install object markers as necessary
    - ii) Attach Metal Beam Guardrail Fence (MBGF) to the existing bridge railing or replace existing bridge railing with concrete barrier and guardrail end terminals
    - iii) Repair cracks and spalls in the beams
    - iv) Repave/repair settlement of approach roadway pavement. Use Cement Stabilized Approach Backfill as necessary.
  - c) Prepare plans to:
    - i) Re-grade channel and install riprap or stone filled gabion baskets as necessary.
- 2) Structure 022200AA0331002 Ten Mile Bridge NBL over W Fork Trinity River
  - a) Visit site to locate and measure repair quantities
  - b) Design & prepare plans to correct erosion/undermining:
    - i) At the northeast pile of Bent 4
    - ii) Exposed footings
    - iii) Channel embankments.
  - c) Design & prepare plans to repair fractured and settled riprap at Abutment 10.
  - d) Design & prepare plans for repairs to concrete cracks and spalls; delaminated and honey combed areas at Bents 5 -7. Replace corroded reinforcing steel as necessary; consider fiber wrap at SW fascia beam in Span 7 at Bent 8 if design plans are available.
- 3) Structure 022200AA0200001 Silver Creek-Azle over Mill Creek
  - a) Visit site to locate and measure repair quantities
  - b) Design & prepare plans to:
    - (1) Install object markers as necessary
    - (2) Attach Metal Beam Guardrail Fence (MBGF) to the existing bridge railing or replace existing bridge railing with concrete barrier and guardrail end terminals
    - (3) Repair cracks and spalls in the beams
    - (4) Repair/replace SE wingwall and south timber backwall as necessary
    - (5) Repair erosion at channel embankments
- 4) Bridge Structure 022200AA0239001 Sandy Beach Pct 4 over Trib to Walnut Creek
  - a) Visit site to locate and measure repair quantities

# TRANSYSTEMS

- b) Design & prepare plans to correct erosion and undermining of the channel slopes at the east wingwalls; re-grade and install riprap.
  - c) Prepare plans for replacing existing non-standard Metal Beam Guard Fence (MBGF) at all corners.
  - d) Prepare plans for removal of 2' to 3' of silt from inside of the box culvert
- 5) Structure 022200AA0415002 Morris-Dido Nwark over Indian Creek
- a) Visit site to locate and measure repair quantities
  - b) Design & prepare plans to correct erosion/undermining:
    - (1) At Abutment 1 cap
    - (2) Channel embankments.
  - c) Investigate pile/shaft capacity at Bents 2 and 3 if design/construction plans are available. Bridge Inspection Report indicates only 15' of drilled shaft is remaining below ground at those locations.
  - d) Prepare plans for removal of drift buildup from the channel and bents.
- 6) Structure 022200AA0110001 Ben Day Murrin Rd over Bear Creek
- a) Visit site to locate and measure repair quantities
  - b) Chain drag existing deck to locate top of deck spalls and delaminated concrete?
  - c) Repair spalls with quickset polymer concrete patches
  - d) Design & prepare plans for removing, refilling, recompacting and repaving approach embankment. Use Cement Stabilized Approach Backfill as necessary.
- 7) Structure 022200AA0439001 Willow Springs Rd over Big Fossil Creek
- a) Visit site to locate and measure repair quantities
  - b) Design & prepare plans to correct erosion/undermining:
    - (1) At culvert footings
    - (2) Southwest and northwest corners of the culvert
  - c) Design & prepare plans for repairs to concrete; voids and spalled areas culvert abutment walls, headwalls and wingwalls. Replace/patch corroded reinforcing steel as necessary
- 8) Structure 022200AA0331003 Ten Mile Bridge SBL over W Fork Trinity River
- a) Visit site to locate and measure repair quantities
  - b) Design & prepare plans for repairs to concrete; spalled areas at Bent 3.
  - c) Design and prepare plans to repair erosion gulley at Bent 3

## Deliverables:

1. 3 sets of 11x17 signed and sealed drawings
2. Prepare overall opinion of probable cost broken down by structure
3. Specifications required for bid letting

**Tarrant County, Texas**  
**Bridge Repair Design Fee Estimate**

**Structure One**

**Silver Creek Azle Rd. over Trib Ash Creek (022200AA0200002)**

Existing: Concrete T-Beams

Prop.: Replace or repair bridge railing, repair beam spalls, repair settlement in approach, design gabion baskets

Misc.: Replace object markers.

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	5	2								
Site Visit / Inspection / Measure Quantities			4		8					
Design Repairs	2		2	12						
Traffic Control Plans			4				16			
Detail Structure Repairs	1			8			20			
Quantity Calculations			2	2	8					
Plan Review (internal)		1		1	4					
Plan Review (external; County & TxDOT)	1						1			
<b>Subtotal</b>	<b>9</b>	<b>3</b>	<b>12</b>	<b>23</b>	<b>20</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>\$17,895</b>

**Structure Two**

**Ten Mile Bridge NBL over W Fork Trinity River (022200AA0331002)**

Existing: 9-Span Concrete T-Beam Bridge (3-Continuous Variable Depth Spans and 6 Constant Depth Spans)

Prop.: Repair erosion/undermining, repair fractured and settled riprap, and repair concrete delaminations, honeycombing, cracks, and replace rebar

Misc.:

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	4	2								
Site Visit / Inspection / Measure Quantities			4		8					
Design Repairs	2		2	28						
Traffic Control Plans							4			
Detail Structure Repairs	1			8			28			
Quantity Calculations			2	2	8					
Plan Review (internal)		1		1	4					
Plan Review (external; County & TxDOT)	1						1			
<b>Subtotal</b>	<b>8</b>	<b>3</b>	<b>8</b>	<b>39</b>	<b>20</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>\$18,765</b>

**Structure Three**

**Silver Creek Azle Rd. over Mill Creek (022200AA0200001)**

Existing: Concrete T-Beams

Prop.: Replace or repair bridge railing, repair beam spalls, repair/replace SE WW, repair erosion

Misc.: Replace object markers.

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	5	2								
Site Visit / Inspection / Measure Quantities			4		8					
Design Repairs	2		2	12						
Traffic Control Plans			4				16			
Detail Structure Repairs	1			8			20			
Quantity Calculations			2	2	8					
Plan Review (internal)		1		1	4					
Plan Review (external; County & TxDOT)	1						1			
<b>Subtotal</b>	<b>9</b>	<b>3</b>	<b>12</b>	<b>23</b>	<b>20</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>\$17,895</b>



**Tarrant County, Texas**  
**Bridge Repair Design Fee Estimate**

**Structure Four**

**Willow Springs Rd over Big Fossil Creek (022200AA0439001)**

Existing: 3 ~ 7' x 4' x 26' MBC

Prop.: Repair erosion/undermining, repair concrete voids, spalls, and cracks

Misc.:

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	2	1	2							
Site Visit / Inspection / Measure Quantities			4		6					
Traffic Control Plans							2			
Design Repairs	1		1	12						
Detail Structure Repairs	1		1	4			20			
Quantity Calculations				2	8					
Plan Review (internal)		1		1	4					
Plan Review (external; County & TxDOT)	1		1				1			
<b>Subtotal</b>	<b>5</b>	<b>2</b>	<b>9</b>	<b>19</b>	<b>18</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>\$12,740</b>

**Structure Five**

**Morris-Dido Nwark over Indian Creek (022200AA0415002)**

Existing: 3 - Simple Span Concrete Pan Girder Bridge

Prop.: Repair erosion/undermining, remove drift buildup. Investigate shaft capacity

Misc.:

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	2	1	2							
Site Visit / Inspection / Measure Quantities			4		6					
Traffic Control Plans							8			
Design Repairs	2		2	12						
Detail Structure Repairs				3			8			
Quantity Calculations				2	4					
Plan Review (internal)		1			2					
Plan Review (external; County & TxDOT)	1		1				1			
<b>Subtotal</b>	<b>5</b>	<b>2</b>	<b>9</b>	<b>17</b>	<b>12</b>	<b>0</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>\$10,910</b>

**Structure Six**

**Ben Day Murrin Rd over Bear Creek (022200AA0110001)**

Existing: 3 Simple Span PS Conc I-beam Bridge

Prop.: Chain drag deck to locate and repair delaminated areas

Misc.:

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	1	1	1							
Site Visit / Inspection / Measure Quantities			4		6					
Traffic Control Plans			4				8			
Design Repairs	1		1	2						
Detail Structure Repairs				2			8			
Quantity Calculations				2	4					
Plan Review (internal)		1			4					
Plan Review (external; County & TxDOT)	1		1				1			
<b>Subtotal</b>	<b>3</b>	<b>2</b>	<b>11</b>	<b>6</b>	<b>14</b>	<b>0</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>\$9,005</b>

**Tarrant County, Texas**  
**Bridge Repair Design Fee Estimate**

**Structure Seven**

**Sandy Beach Pct 4 over Trib to Walnut Creek (022200AA0239001)**

Existing: 6 ~ 8' x 7' x 67' MBC

Prop.: Repair erosion and undermining, design riprap

Misc.: Replace non-standard MBGF @ corners, remove silt

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	2	1	2							
Site Visit / Inspection / Measure Quantities			4		6					
Traffic Control Plans			2				8			
Design Repairs	1		1	4						
Detail Structure Repairs				2			16			
Quantity Calculations				2	4					
Plan Review (internal)		1			4					
Plan Review (external; County & TxDOT)	1		1				1			
<b>Subtotal</b>	<b>4</b>	<b>2</b>	<b>10</b>	<b>8</b>	<b>14</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>\$10,505</b>

**Structure Eight**

**Ten Mile Bridge SBL over W Fork Trinity River (022200AA0331003)**

Existing: 5 - Simple Span PS Concrete I-Beam Bridge

Prop.: Repair concrete cracks/spalls & erosion gulley

Misc.:

	E5	E4	E3	E2	E1	T5	T3	T2	A4	
Structural Coordination	2	1	2							
Site Visit / Inspection / Measure Quantities			4		6					
Traffic Control Plans										
Design Repairs	1		1	4						
Detail Structure Repairs				2			8			
Quantity Calculations				1	4					
Plan Review (internal)		1			2					
Plan Review (external; County & TxDOT)	1		1				1			
<b>Subtotal</b>	<b>4</b>	<b>2</b>	<b>8</b>	<b>7</b>	<b>12</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>\$7,650</b>

Classification	E5	E4	E3	E2	E1	T4	T3	T2	A4
<b>Total Hours</b>	<b>47</b>	<b>19</b>	<b>79</b>	<b>142</b>	<b>130</b>	<b>0</b>	<b>198</b>	<b>0</b>	<b>0</b>
<b>Hourly Rate</b>	<b>\$390.0</b>	<b>\$275.0</b>	<b>\$220.0</b>	<b>\$165.0</b>	<b>\$125.0</b>	<b>\$145.0</b>	<b>\$125.0</b>	<b>\$115.0</b>	<b>\$250.0</b>
<b>Labor Cost Per Category</b>	<b>\$18,330.0</b>	<b>\$5,225.0</b>	<b>\$17,380.0</b>	<b>\$23,430.0</b>	<b>\$16,250.0</b>	<b>\$0.0</b>	<b>\$24,750.0</b>	<b>\$0.0</b>	<b>\$0.0</b>
<b>Total Labor Cost</b>	<b>105,365.00</b>								

Assumptions:

- 1 Each structure will be designed and detailed separately so they can be bid separately or grouped together.
- 2 Review plans will be submitted to the County, if appropriate, at 30%, 60% and final plans.
- 3 Final repair recommendations may change based on the field visit and further investigation.

## **Attachment A – Scope of Services Drainage studies**

TranSystems will conduct drainage studies for the following locations:

- Oak Grove Road South at Deer Creek (Zone AE)

The scope of work will include the following:

### **Data Collection**

- Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, channel, and land development projects that contribute flow. Document field inspections with digital photos.
- Collect available public data including GIS data and maps, site survey data, construction plans, record drawings, previous reports and studies, and readily available rainfall history for the area.
- Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.

### **Drainage Study**

- Determine drainage area boundaries and hydrologic parameters.
- Calculate discharges using appropriate hydrologic methods for the 10-, 25-, 50-, and 100-year frequencies. For FEMA Studied crossings, published discharges in current FIS will be used.
- Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.
- Perform hydraulic analysis using appropriate hydraulic methods.
- Develop hydraulic models for the following:
  - o Existing Conditions
  - o Proposed Alternative (2)
- Develop a drainage study report for each location that included the results of the models, documents the findings and provides recommendations/alternatives to improve the flooding at the crossings.

### **Assumptions**

- No topographic survey will be performed

**Level of Effort Spreadsheet  
TASK/HOUR BREAKDOWN  
Design Services for**

**Tarrant County Drainage Studies for  
Oak Grove Road South at Deer Creek, Winscott-Plover RD (FM 2331) at Mustang Creek, Retta-Mansfield Road at Walnut Creek and Rendon New Hope Road at Hopper Road**

Task No.	Task Description	Labor (hours)					Expense				Total Labor Cost	Subconsultant			Total Expense Cost	Task Sub Total
		Project Director	Project Manager	Project Engineer	EIT	CADD	Administrative	MBE/SBE	Non-MBE/SBE	Travel	Reproduction	MBE/SBE	Non-MBE/SBE			
1.0	<b>Project Management</b>															
1.1	Managing the Team															
1.2	Communications and Reporting															
1.2.2	Design Submittal Review Meetings (4)															
1.2.6	Invoicing															
2.0	<b>Conceptual Design (Study Phase)</b>															
2.1	<b>Oak Grove Road South at Deer Creek (Zone AE)</b>															
2.2.1	Data Collection															
2.2.2	Field Visit															
2.2.3	Collect GIS Data, Record Drawings, Studies															
2.2.4	Collect FEMA FIS and Models															
2.2.5	Drairage Study															
2.2.6	Determine Area and Runoff Calculations (in FIS, Zone AE)															
2.2.7	Model Existing Conditions															
2.2.8	Model Proposed Alternatives (2)															
2.2.9	Drairage Report															
2.2.10	Report Exhibits (DA Maps, Alternative Layout, Runoff Comps, FEMA Maps, Model Output and OPCC)															
2.2.11	Alternative Opinion of Probable Cost															
	<b>Totals</b>	<b>2</b>	<b>73</b>	<b>70</b>	<b>148</b>	<b>52</b>	<b>12</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100</b>	<b>\$350</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$450</b>	<b>\$55,160</b>

<b>Project Summary</b>	
Total Hours	357
Total Labor	\$54,710
Total Expense	\$450
MBE/SBE Subconsultant	\$0
Non-MBE/SBE Subconsultant	\$0
5% Sub Markup	\$0
MBE/SBE Participation	0.0%
<b>Total Project Cost</b>	<b>\$55,160</b>