

THE CITY OF MCLENDON-CHISHOLM, TEXAS RFQ NO. 2025-13-10



REQUEST FOR QUALIFICATIONS FOR CIVIL ENGINEERING,
SURVEYING AND RELATED SERVICES FOR
AN OVERALL ROAD ASSESSMENT OF STREETS AND ROADS
IN THE CITY LIMITS

RFQ Issued: October 13, 2025

Submittal Deadline: November 13, 2025, prior to 4:00 p.m.

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I. ADVERTISEMENT

RFQ NO. 2025-6-10

REQUEST FOR QUALIFICATIONS FOR CIVIL ENGINEERING, SURVEYING AND RELATED SERVICES FOR AN OVERALL ROAD AND STREETS ASSESSMENT FOR THE CITY'S CAPITAL IMPROVEMENT PLAN DESIGN PROJECT

The City of McLendon-Chisholm, Texas is accepting qualifications for highly qualified, capable and experienced professional service firms to provide professional services for the overall road assessment of streets in the City for the City's Capital Improvement Plan. Sealed qualification packages shall be received by the City Manager located in the City Hall Building at 1371 West FM 550, McLendon-Chisholm, Texas 75032.

RFQ documents are available without charge at the City of McLendon-Chisholm 1371 West FM 550, McLendon-Chisholm, Texas 75032, as well as the City's website: www.mclendon-chisholm.com (at the bottom of the home page). It is the sole responsibility of all interested parties, whether they have received digital downloads or paper copies of the RFQ, to periodically check for addenda via the City's website.

All requests for additional information or clarification related to this RFQ must be submitted, in writing, no later than 5:00 p.m., Tuesday, November 11, 2025. All inquiries and/or questions concerning this project should be submitted to the person identified on the cover sheet of the Request for Qualifications.

II. PURPOSE OF THE RFQ

The City of McLendon-Chisholm, Texas (the "City") is seeking to enter into an engineering services contract with a state-registered engineering firm to provide assistance with an assessment of the streets and roads throughout the City for purposes of assisting with the City's preparation of its Capital Improvement Plan. The City of McLendon-Chisholm reserves the right to accept or reject any or all proposals for any reason deemed to be in the best interest of the City.

A. Scope of Work - The engineering contract will encompass all project-related engineering services for the City, including but not limited to the following:

1. Project Initiation and Coordination

- Conduct a project kickoff meeting with City staff to review objectives, data needs, and timelines.
- Develop a detailed project schedule, communication plan, and deliverables timeline.
- Coordinate regularly with City staff to review progress and preliminary findings.

2. Data Collection and Field Assessment

- Obtain mapping from various sources, which shall include but not be limited to: Streets, City limits, ETJ Limits, Parcels, Zoning, Existing and Proposed Subdivisions, Creeks/Streams, Thoroughfare Plan, Public Water Utilities, etc.
- Proposed Developments (Location, timeline to build, number of lots/density)
- Obtain existing City standards (Subdivision Ordinance, Engineering/Construction, Thoroughfare Plan, etc.)
- Identify and categorize attributes of the City's Roadways
 - Identify (Public or Private, City, TxDOT, County, or joint maintenance responsibility)
 - Identify the ultimate classification type of roadway per Thoroughfare plan (Highway, Arterial, Collector, or Local)
 - Identify existing material type (Asphalt w/ ditches, concrete w/ ditches, concrete curb and gutter, or other)
 - Other key metrics as determined by the City and Engineer that may affect cost or schedule of projects.
- Roadway pavement assessment
 - 2023 Nexco Pavement Condition Assessment (Provided by City)
 - Engineer to perform additional site visits in various locations of the original Nexco Pavement Assessment to see if conditions remain the same or have changed.
 - Identify additional streets not included in the 2023 Nexco Pavement Assessment and evaluate pavement condition and degree of pavement failure.
 - Conduct Average Daily Traffic (Bi-directional Counts) to determine the level of traffic.
 - Conduct Preliminary Meeting with City staff to determine staff priorities for the CIP, what metrics have a higher weight, and what roads on the City system have a current higher priority.

3. Roadway CIP Development

- Conduct meeting with the City to go over the City's Thoroughfare Plan and see what future proposed roadways shall be on the cities CIP list.

- Develop matrix of existing City Roadway attributes and other metrics that will be used for ranking the streets. Meet with the City to determine what metrics that are to be included in this matrix.
- Develop a List of Roadways to include in CIP. For each project, the following is anticipated to be prepared:
 - Purpose and need of each roadway project. This will be the justification why certain Roadways need to be included in the future bond.
 - Project limits.
 - Roadway classifications and typical cross sections.
 - Project constraints (i.e. major drainage items, ROW/easement acquisition, known utility relocations, permitting and other key items)
 - Project Type (New Build, Reconstruction, Large Scale Maintenance (Spot repairs, chip seal, etc.), small scale maintenance (crack sealing, etc.)
- Prepare a map of the streets to be included in the CIP.
- Develop schedule of the streets to be included in the CIP.
- Develop preliminary cost estimates for recommended road improvements for the CIP – costs shall include the following, if applicable:
 - Topo survey and ROW/easement survey
 - Geotechnical investigation and report
 - Schematic development
 - Environmental
 - ROW and easement acquisition services
 - Engineering plans and specifications
 - Construction
 - Construction administration and inspection
 - Other items that may affect cost.
- City roadway and drainage standards review
 - Review existing City standards and ordinances as it relate to roadways and determine if updates and revisions are required for implementation of Roadway CIP. Ultimately, this document will provide the City with an up-to-date Roadway system design standard for guidance with repairs/rebuilds of existing roadways and will provide proper guidance on new Roadways to ensure longevity of the new Roadway systems. Design standards, including but not limited to cross-sections, design standards based on speed limit & type of Roadway, and construction material standards, shall be reviewed as part of this task.
 - Review existing City standards and ordinances as it relate to drainage design and determine if updates and revisions are required for implementation of Roadway CIP. Compare the existing drainage design manual to current acceptable practices in the DFW area. Provide the City an up-to-date drainage design standards that will not have adverse effects on existing and future developments/private properties. Design standards, including but not limited to floodplain design, floodplain management (FEMA standards), detention requirements, closed storm sewer system design, open channel design, frequency of storms required for design, fully developed design standards, and acceptable modeling approaches, shall be reviewed as part of this task.
 - Conduct one (1) meeting with City staff, going over recommendations of Roadway CIP.
 - Make updates to Roadway CIP based on City staff meeting in preparation for P&Z and City Council meetings.
 - Planning and Zoning (P&Z) meetings:
 - Attend one (1) P&Z meeting to present results of roadway CIP.
 - Update roadway CIP as a result of input from P&Z in preparation for City Council meeting.
 - City Council meetings
 - Attend one (1) City Council Meeting to present Results of Roadway CIP.
 - Update roadway CIP as a result of input from the City Council.
 - Attend one (1) follow up City Council meeting to present changes to CIP based on City Council input.

- Other efforts as requested by the City for Roadway CIP development.
- Schedule
 - Engineer can begin this work within ten (10) business days following a Notice to Proceed (NTP) from the City. Engineer can produce and deliver the Roadway CIP and Standards within four (4) months in preparation for City Council and P&Z approval.

4. **Capital Improvement Plan Integration**

- Develop recommendations for inclusion in the City's Capital Improvement Plan (CIP).
- Provide documentation and summary tables suitable for inclusion in City Council presentations or public reports.
- Assist City staff in identifying potential funding sources (TxDOT programs, grants, etc.).

5. **Deliverables**

- Street condition assessment report summarizing findings, methodology, and results.
- GIS-based maps illustrating pavement condition and recommended improvements.
- Prioritized project list with estimated costs and phasing recommendations.
- Presentation of findings to City Council and P&Z.

B. Statement of Qualifications - The City is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, which has had experience in the following areas:

- Experience with road and street assessments
- Experience with preparation for a city's capital improvement plan
- Projects located in this region of the state
- Projects incorporating design and construction of streets

As such, please provide within your proposal a list of past projects with contact information, as well as resumes of all engineers who will or may be assigned to this project, if you are awarded the engineering services contract.

C. Receipt of Proposals - If your firm is interested in being considered as the Engineer for the City, proposals must be received no later than 4:00 PM (local time) on November 13, 2025, at City Hall. One (1) copy of the proposal must be sealed and clearly marked on the face of the shipping material "Street Assessment MC CIP".

III. SELECTION PROCESS

The City anticipates selecting one (1) Firm to provide professional engineering services for the Streets and Roads Assessment Project.

A City staff-led Evaluation Panel will review each Firm's Statement of Qualifications ("SOQ"), verify references, and, at the City's discretion, conduct interviews with selected Firms to evaluate their qualifications and competence to perform the required services.

In accordance with the Texas Professional Services Procurement Act (TEX. GOV'T CODE § 2254.004) and the rules of the Texas Board of Professional Engineers and Land Surveyors (22 TEX. ADMIN. CODE § 137.53), no cost, price, or fee information shall be submitted or considered in the

initial phase of the selection process.

After evaluating the SOQs, the City will rank the Firms in order of demonstrated competence and qualifications. Negotiations will begin once the most highly qualified Firm is selected. If an agreement cannot be reached with that Firm, then negotiations may be initiated with the next most highly qualified Firm, and so on, until a satisfactory agreement is reached.

Firms will be notified by the City of the results of the qualification review and the final selection decision at the conclusion of the RFQ process.

IV. EVALUATION CRITERIA

The proposals received will be evaluated and ranked according to the following criteria:

A. Firm's Qualifications and Project References {20%}

Firm's Qualifications and relevant Project References, specifically as they relate to the project. Include three relevant project references related to this project and complete contact information for each reference.

B. Project Manager and Key Personnel Qualifications {45%}

Project Manager's Qualifications, specifically as they relate to the project. Include qualifications for all Key Personnel that will be assigned to the project. Qualifications and staff experience shall be limited to no more than five (5) years old. Also, the Firm's ability to manage the work based on the current and future project.

C. Quality Control/Quality Assurance Process {20%}

This criterion would describe and provide examples of Firm's processes for assuring accurate and timely work product for each project.

D. Past Work Performance {15%}

Provide a representative sample. The sample work shall be prepared by or under the supervision of the PM/POC provided in this RFQ. i.e. Roadway plan and profile sheet for a road reconstruction type project, or a material testing report for construction materials testing, etc. These projects should be listed under "Sample of Work".

V. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- **Release of Funds** - This contract is contingent upon approval of funding by the City Council.
- **No Gratuities** - Firm shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purpose of influencing this selection. Any attempt by Firm to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- **Confidential Material** - Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowed by law. Submission of information relative to this RFQ shall not be released by the City during qualification evaluation process or prior to contract award. Firms are advised that the confidentiality of their qualifications will be protected to the extent permitted by law.

Firms are advised to consider the implications of the Texas Open Records Act, particularly after the qualification process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such at the time of proposal submittal and will be treated as confidential by the City to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Public Information Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon public request.

- **Qualifications Opening** - So as to avoid disclosure of the contents to competing offerors, qualifications shall be kept secret during negotiations. All qualifications shall be open for public inspection after the selection process is completed, except for trade secrets and confidential information contained in the qualification and identified by the proposer as such to the extent allowed by law.
- **Late Qualifications** - Qualifications received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of the mail, postal carrier, courier, etc.
- **Addenda** - Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the City. Addenda may be obtained from Periscope at Periscopeholdings.com. It is the Firms' responsibility to check the City's website for addenda.
- **Inquiries** - Do not contact the City of McLendon-Chisholm or elected officials during the selection process to make inquiries about the progress of this selection process. Firms will be contacted when it is appropriate to do so. Failure to comply with this requirement could result in disqualification for consideration.
- **Cost of Responses** - The City of McLendon-Chisholm will not be responsible for the costs incurred by anyone in the submittal of responses and interviews.
- RFQ's are issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act).
- **Contract Negotiations** - This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.
- **No Obligation** - The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate qualifications; (4) accept any submittal or portion of submittal; (5) reject any or all Firms submitting responses, should it be deemed in the City's best interest; or (6) cancel the entire process.
- **Equal Opportunity Employer** - The City of is an affirmative action/equal opportunity

employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Small, minority, and women- owned business enterprises are encouraged to submit proposals.

- **Professional Liability Insurance** - Firm shall confirm that it has the appropriate liability insurance coverage for any project for which it may be retained. Specific insurance requirements can be found in Appendix C Sample City of McLendon-Chisholm Professional Services Agreement.
- **Contract Terms and Negotiation Schedule** - The consultant for Bond Counsel, Financial Advisor, Engineering and Rate Consultant services is expected to negotiate an agreement for services that is acceptable to the City. If an acceptable contract cannot be negotiated, the City may formally end negotiations and begin negotiating with the next highest qualified person or firm.

The City reserves the right to negotiate with any and all engineers or firms that submit proposals, as per the Texas Professional Services Procurement Act. Qualified SBE, MBE and WBE firms are encouraged to submit proposals in response to this invitation. The City affords Affirmative Action to qualified small, minority and women-owned businesses. Please note that the successful respondent is required to make a "good faith effort" toward affording opportunity for qualified SBE, MBE, and WBE participation and submit, if required, supporting documentation to the TWDB.

VI. Submittal Instructions

A single response is required for consideration in this RFQ. Sealed qualification packages shall be received by the City Manager located in the City Hall Building at 1371 West FM 550, McLendon-Chisholm, Texas 75032, prior to 4:00 p.m. on November 13, 2025. All submittals must be labeled on the cover sheet with Firm's name and *Request for Qualifications for Civil Engineering, Surveying and Related Services for Streets and Roads Assessment for Preparation of Capital Improvement Plan, RFQ No. 2025-13-10*. Late submittals will not be considered.

VII. Content of Submittal

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project, The RFQ designation (RFQ No2025-13-10), the name of the Firm, and the submittal date.

A table of contents should be next, followed by tabbed dividers separating each of the following 3 sections for general firm information; **Firm should include tabs 1, 2 and 3 and 4 only once in its RFQ submittal:**

- **Tab #1: Cover Letter & Project Name "Civil Engineering Services for Road Assessment Project"**

The first single-sided page following the divider shall be a letter transmitting the response to the City and stating that the qualifications set forth in it remains effective for a period of 90 calendar days. If Firm intends to joint venture or

subcontract for any of the services, the transmittal letter shall contain the names of all such proposed subcontractors. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Firm

- **Tab #2: Firm Qualifications and Project References**

- a. Legal entity name for the State of Texas, addresses, and telephone numbers of all Firm offices. Specify from which office proposed services will be provided.
- b. Structure of Firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- c. Years Firm has been in business.
- d. Names of principals in Firm.
- e. Primary contact with phone number and e-mail address.
- f. Organizational description.
- g. Total number of professional and technical personnel by discipline and training.
- h. Number of Administrative staff.
- i. Describe Firm's current workload, projected workload for the next year and ability to allocate sufficient resources to projects
- j. The resumes of all persons to be assigned to the project of service with their prospective roles identified. Please indicate the intended Project Manager for City and that person's current project workload.
- k. A brief history of Firm and the services routinely provided in-house for the project.
- l. An organization chart that explains team member responsibilities. List the locations of team members if not located in the same office of the submitting firm.
- m. List of all related design awards and recognition that Firm or any of its key team members have received.
- n. Documentation that Firm and its professionals are duly registered/licensed in the State of Texas.

- **Tab #3: Quality Control/ Quality Assurance Process**

- a. Describe Quality Control/Quality Assurance Process used by Firm
- b. Describe how Firm will solicit input from interested stakeholders. This includes community residents, city council, staff, and users.
- c. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
- d. Describe Firm's approach to communication with the City and Construction Manager, if appropriate.
- e. Description of Firm's approach to code analysis and jurisdictional approvals.
- f. Methods used to minimize unforeseen conflicts during the construction process, if applicable.
- g. Describe the Firm's approach to providing customer service to the contractors, residents, business owners, and to the City.

- **Tab #4: Sample of Work**

- a. Provide a representative sample of the work related to the project. Samples shall illustrate work related to the project. Each sample will be weighted on its organization, clarity and ease of use.

APPENDIX "A"

SCOPE OF WORK

The engineering contract will encompass all project-related engineering services for the City, including but not limited to the following:

1. Project Initiation and Coordination

- Conduct a project kickoff meeting with City staff to review objectives, data needs, and timelines.
- Develop a detailed project schedule, communication plan, and deliverables timeline.
- Coordinate regularly with City staff to review progress and preliminary findings.

2. Data Collection and Field Assessment

- Obtain mapping from various sources, which shall include but not be limited to: Streets, City limits, ETJ Limits, Parcels, Zoning, Existing and Proposed Subdivisions, Creeks/Streams, Thoroughfare Plan, Public Water Utilities, etc.
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- Conduct meeting with the City to go over the City's Thoroughfare Plan and see what future proposed roadways shall be on the cities CIP list.
- Develop matrix of existing City Roadway attributes and other metrics that will be used for ranking the streets. Meet with the City to determine what metrics that are to be included in this matrix.
- Develop a List of Roadways to include in CIP. For each project, the following is anticipated to be prepared:
 - Purpose and need of each roadway project. This will be the justification why certain Roadways need to be included in the future bond.
 - Project limits.

- Roadway classifications and typical cross sections.
 - Project constraints (i.e. major drainage items, ROW/easement acquisition, known utility relocations, permitting and other key items)
 - Project Type (New Build, Reconstruction, Large Scale Maintenance (Spot repairs, chip seal, etc.), small scale maintenance (crack sealing, etc.)
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 - Topo survey and ROW/easement survey
 - Geotechnical investigation and report
 - Schematic development
 - Environmental
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 - Review existing City standards and ordinances as it relate to roadways and determine if updates and revisions are required for implementation of Roadway CIP. Ultimately, this document will provide the City with an up-to-date Roadway system design standard for guidance with repairs/rebuilds of existing roadways and will provide proper guidance on new Roadways to ensure longevity of the new Roadway systems. Design standards, including but not limited to cross-sections, design standards based on speed limit & type of Roadway, and construction material standards, shall be reviewed as part of this task.
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 - Conduct one (1) meeting with City staff, going over recommendations of Roadway CIP.
 - Make updates to Roadway CIP based on City staff meeting in preparation for P&Z and City Council meetings.
 - Planning and Zoning (P&Z) meetings:
 - Attend one (1) P&Z meeting to present results of roadway CIP.
 - Update roadway CIP as a result of input from P&Z in preparation for City Council meeting.
 - City Council meetings
 - Attend one (1) City Council Meeting to present Results of Roadway CIP.
 - Update roadway CIP as a result of input from the City Council.
 - Attend one (1) follow up City Council meeting to present changes to CIP based on City Council input.
 - Other efforts as requested by the City for Roadway CIP development.
- Schedule
 - Engineer can begin this work within ten (10) business days following a Notice to Proceed (NTP) from the City. Engineer can produce and deliver the Roadway CIP and Standards within four (4) months in preparation for City Council and P&Z approval.

4. Capital Improvement Plan Integration

- Develop recommendations for inclusion in the City's Capital Improvement Plan (CIP).
- Provide documentation and summary tables suitable for inclusion in City Council presentations or public reports.
- Assist City staff in identifying potential funding sources (TxDOT programs, grants, etc.).

5. Deliverables

- Street condition assessment report summarizing findings, methodology, and results.
- GIS-based maps illustrating pavement condition and recommended improvements.
- Prioritized project list with estimated costs and phasing recommendations.
- Presentation of findings to City Council and P&Z.

APPENDIX "B"
SCHEDULE

**REQUEST FOR QUALIFICATIONS FOR CIVIL ENGINEERING, SURVEYING AND
RELATED SERVICES FOR STREETS AND ROADS ASSESSMENT PROJECT**

RFQ 2025-13-10

Event Description	Time/Duration	Date
First Public Advertisement	One (1) Week	October 16, 2025
Second Public Advertisement	One (1) Week	October 23, 2025

Deadline to Submit Questions	5:00 p.m.	November 11, 2025
Qualifications Due	4:00 p.m.	November 13, 2025

APPENDIX "C"
AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS	§	
	§	AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DALLAS	§	

This Agreement for Professional Services ("Agreement") is made by and between the City of McLendon-Chisholm, Texas ("City") and _____, a _____ company, ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide services described in Exhibit "A" (the "Scope of Services") to assist the City in the design and construction of the _____project, (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue for one-year automatically renewable terms unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

City of McLendon-
Chisholm RFQ 2025-13-10
Engineering Services

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the services for the Project.

2.5 Deliverables. Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to, reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due under this Agreement. City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction related to the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in

City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.7 Opinion of Probable Costs. Professional will, if required by the Scope of Services, furnish an opinion of probable Project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Professional hereunder will be made on the basis of Professional's cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.

Article III Schedule of Work

3.1 The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services. Time is of the essence in the performance of services under this Agreement.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional

services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI

Insurance, Indemnification and Liability

6.1 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate,

covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.2 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.3 Liability Limitation Prohibition. THERE IS NO LIMITATION OF PROFESSIONAL'S LIABILITY AND NONE WILL BE ACKNOWLEDGED, AGREED TO OR OTHERWISE RECOGNIZED IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES PROVIDED BY PROFESSIONAL, REGARDLESS OF ANY TERM OR PROVISION CONTAINED WITHIN ANY OTHER DOCUMENT THAT MAY FORM A PART OF THE AGREEMENT BETWEEN THE CITY AND PROFESSIONAL. NO RESPONSE TO CITY'S REQUEST FOR QUALIFICATIONS, ANY INVOICE, STATEMENT OR OTHER DOCUMENT MAY VARY THIS REQUIREMENT.

Article VII Miscellaneous

7.1 Ownership of Instruments of Service. All documents including but not limited to reports, drawings and specifications, provided or furnished by Professional pursuant to this Agreement are instruments of service in respect to the Project, whether or not the Project is completed, and shall be the property of the City. The City shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. The Professional shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the Professional which have previously been prepared by the Professional and which are not created for the sole and specific purpose of this Project, such copyright protections or reservations of rights shall be expressly stated thereon. When such documents are in electronic form, the City shall own copies of data files, text, specifications or drawings for the City's information in its use of the Services. However, due to the potential that electronic information can be modified by the City or other persons, unintentionally or otherwise, Professional reserves the right to remove all indicia of its ownership and/or involvement from each electronic display or file. For documentation purposes, the original computer files will be retained by Professional for a period not to exceed five (5) years after completion of the Services. Thereafter, all such files shall be remitted to the City. In addition, electronic information created and produced by Professional is considered a part of Professional's instrument of service and will not be used by the City on other Services, for additions to this Service, or for completion of this Service by another design professional except by agreement or Professional's default. Any such use or reuse of any instrument of service by the City or others without written verification or data adaptation by Professional for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Professional.

7.2 Viruses and Malware. Professional's indemnity obligations under this Agreement extend to its failure to implement and maintain reasonable measures and precautions to protect the City and the City's facilities from data breaches and the introduction into the City's computer network of any programs, mechanisms, programming devices, malware or other computer code
(i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as

"malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers. The Professional will hold harmless, indemnify and defend the City from and against data breaches and malware, ransomware, viruses or other electronic software, routines, programs, codes or devices that may damage or impair the City's computer facilities arising from the Professional's performance under this Agreement.

7.3 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

7.4 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

7.5 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

7.6 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.7 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

7.8 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.9 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional

shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

7.10 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

7.11 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager
City of McLendon-Chisholm,
Texas
1371 West FM 550
McLendon-Chisholm,
Texas 75032

If intended for Professional:

7.12 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, Professional verifies that Professional and its principals under this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas, or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City.

- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

7.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

7.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

7.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and
 - (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____-' 2025.

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____
City Manager

EXECUTED this _____ day of _____, 2025.

Professional

By: _____
Name: _____
Title _____

