

PROFESSIONAL SERVICES AGREEMENT: CITY ENGINEER

This PROFESSIONAL SERVICES AGREEMENT (AGREEMENT) is dated April 21, 2026 by and between **THE CITY OF SWEENEY**(hereinafter referred to as CITY) and **LYNN ENGINEERING** (hereinafter referred to as ENGINEER), referred to together within this document as the PARTIES, to perform professional engineering services as the City Engineer for the City of Sweeny.

NOW THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties do mutually agree as follows:

SECTION ONE: Conditions of the AGREEMENT pertinent to miscellaneous engineering services performed as City Engineer.

1. **Scope of Services:** Engineer and City agree that Engineer will perform services as requested by City and outlined in the attached **SECTION ONE Exhibit I - MISCELLANEOUS SCOPE OF PROFESSIONAL ENGINEERING SERVICES AS THE “CITY ENGINEER”** and other miscellaneous services as may from time to time be assigned by CITY to Engineer.
2. **Independent Contractor:** Engineer is an independent contractor and is not an employee of the City. Nothing in this AGREEMENT is intended to, or should be construed to, create a partnership, joint venture or employer-employee relationship between City and Engineer. Engineer shall be solely responsible for filing all tax returns and submitting all payments as required by federal, state or local authority arising from the payment of fees to Engineer by City under this AGREEMENT. Services performed by Engineer under this AGREEMENT are solely for the benefit of City. Nothing contained in this AGREEMENT creates any duties on the part of Engineer or City to any person not a party to this AGREEMENT or gives any third-party beneficiary or any other rights to any non-parties.
3. **Standard of Care:** Engineer will perform Services under this AGREEMENT using the standard of care utilized by licensed engineers with the degree of skill and diligence normally practiced by professional engineers performing the same or similar services licensed by the State of Texas. Except as otherwise provided, Engineer shall have exclusive control over the manner and means of performing the Services, including the choice of place and time and will use its expertise and analytical skills in performing the Services.
4. **Fee for Services and Payment:** The fee to Engineer for Services performed in accordance with SECTION ONE Exhibit I: Scope of Services will be based on the actual hours of Services furnished multiplied by Engineer’s billing rates as of the date of its monthly invoice plus all expenses reasonably and actually incurred by Engineer and related to the Services furnished under Exhibit I: Scope of Services. City shall pay Engineer in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If City disputes any portion of the invoice, the undisputed portion will be paid and Engineer will be notified in writing, within ten (10) days of receipt of the invoice of the amounts in dispute. Disputes may be based on number of hours of Service, unauthorized activity, validity of claimed expenses, or material non-compliance with any term of this AGREEMENT including, without limitation, standard of care. Engineer and City will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to mediation as provided below.
5. **Changes/Amendments:** This AGREEMENT (together with any exhibits attached hereto or AMENDMENTS herewith that may be approved by the Parties subsequent to approval of this AGREEMENT by the Parties) constitutes the entire AGREEMENT between the parties and together with its exhibits and AMENDMENTS supersede any prior written or oral agreements. This AGREEMENT may not be changed except in writing, signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Services, as Engineer understands it, is reflected herein or in AMENDMENTS that may be

attached hereto from time to time. Services not expressly set forth in this AGREEMENT or its exhibits and AMENDMENTS are excluded. Engineer shall promptly notify City if changes to the Services affect the schedule, level of effort or payment to Engineer and the schedule and payment shall be equitably adjusted. If Engineer is delayed in performing its Services due to an event beyond its reasonable control that could not have been reasonably anticipated, including but not limited to, fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, to the extent that any could not have been reasonably anticipated, then the schedule for the performance of the Services and payment of fees under the AGREEMENT shall be equitably adjusted, if necessary, to compensate Engineer for any additional costs due to the delay.

6. **Indemnity:** TO THE EXTENT PERMITTED BY STATE LAW, ENGINEER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS PRESENT AND FUTURE COUNCIL MEMBERS, OFFICIALS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY LIABILITY (INCLUDING WITHOUT LIMITATION ECONOMIC LOSSES, NEGLIGENT WORKMANSHIP, PROPERTY DAMAGE, PERSONAL INJURY, AND DEATH, FURTHER INCLUDING WITHOUT LIMITATION, REASONABLE COSTS AND ATTORNEYS' FEES) CLAIMED AGAINST OR INCURRED BY CITY CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY ENGINEER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS, OR BREACH OF THIS AGREEMENT, INCLUDING SUITS BY AND JUDGMENTS IN FAVOR OF ANY NON-PARTY.

7. **Re-Performance of Services:** If City believes any of the Services provided under this AGREEMENT do not comply with the terms of this AGREEMENT, City shall notify Engineer within ten (10) days of its discovery of such non-compliance to permit Engineer an opportunity to investigate the allegation of noncompliance. If the Services do not meet the applicable standard of care, Engineer will promptly re-perform the Services at no additional cost to City, including assisting City in selecting remedial actions. If City fails to provide Engineer with the required notice of non-compliance and an opportunity to investigate and re-perform its Services, Engineer's total obligation to City will be limited to the costs Engineer would have incurred to re-perform the Services.

8. **Insurance:** Engineer shall procure and maintain in full force lawful insurance with the following required coverages and minimum limits and upon request, will provide complete copies of all insurance policies, including all riders, exclusions, schedules and other collateral documents, to City evidencing the same. Engineer shall name the City as an additional named insured on its insurance and provide City with copies of all insurance policies showing that City is an additional named insured for each policy as follows except for worker's compensation:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$2,000,000 per occurrence U.S. \$2,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$2,000,000 per claim and in the aggregate

Engineer must, and each insurance policy must, provide that the carrier notify City at least 30 days before any cancellation, termination, or modification of each such policy.

9. **Work Product:** City shall have the unrestricted right to use the documents, analyses and other data prepared by Engineer under this AGREEMENT ("Work Product"); provided, however, that City shall not rely on or use the Work Product for any purpose other than the purposes under this AGREEMENT and the Work Product shall not be changed without the prior written approval of Engineer. If City releases the Work

Product to a third party without Engineer's prior written consent, or changes or uses the Work Products other than as intended hereunder, City does so at its sole risk and discretion.

10. **Termination:** Either party may terminate this AGREEMENT upon thirty (30) days prior written notice to the other party. City shall pay Engineer for all Services rendered through the date of termination, except to the extent that City disputes payment. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this AGREEMENT, may, if cure of the default is not commenced and diligently continued during such seven-day period until completion of cure, terminate this AGREEMENT or suspend performance under this AGREEMENT.
12. **Dispute Resolution:** Engineer and City shall attempt to resolve conflicts or disputes under this AGREEMENT in a fair and reasonable manner and agree that if resolution cannot be made, the Parties may mediate the conflict in non-binding mediation by a professional mediator or other mediator accepted by both Parties.
13. **Project Specific Agreements:** The CITY may, from time to time, have specific projects that will have to be designed by an engineer and publicly bid for construction. The ENGINEER shall have the privilege of a "first refusal" of such projects if the ENGINEER determines, and the CITY agrees, that ENGINEER has the expertise and capacity to adequately and professionally represent the CITY in the design and construction of the project. Such a project will be performed by the ENGINEER under a separate and specific engineering agreement signed by the CITY and the ENGINEER that is pertinent to that specific project.
14. **Miscellaneous:**
 - a. This AGREEMENT is binding upon and will inure to the benefit of CITY and ENGINEER and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
 - b. Any notice required or permitted by this AGREEMENT to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY: City of Sweeny
Attention: David Jordan, City Manager
Address: 102 W. Ashley Wilson Road
 Sweeny, Texas 77480

Engineer: Lynn Engineering
Attention: John D. Mercer, PE
Address: 2200 Avenue A
 Bay City, Texas 77414
 - c. If any provision of this AGREEMENT is invalid or unenforceable, the remainder of this AGREEMENT shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
 - d. This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Texas and venue for any action or resolution of any disputes, including mediation, shall be in Brazoria County, Texas or a county agreeable to both parties if mediation is utilized.
 - e. No Waiver of Immunities. Nothing in this AGREEMENT either waives, modifies or amends any legal defense available at law or in equity to either Party, their past or present board members, officials, officers, employees, or agents or employees. Neither Party waives, modifies, or alters to

any extent whatsoever the availability of the defenses of governmental and sovereign immunity under the laws of the State of Texas and of the United States.

g. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

15. **Disclosure of Interested Parties:** The Texas Ethics Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, and notarized by the ENGINEER and submitted to the CITY at the time of execution of the AGREEMENT, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the ENGINEER must follow the Commission's filing process adopted pursuant to the statute.
16. **Boycott of Israel:** Texas law requires that prior to the effective date of this Contract, ENGINEER has submitted to CITY the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
17. **Term of AGREEMENT:** This AGREEMENT shall run from the date first above written through April 21, 2031 at which time it will be automatically extended unless it is terminated, amended or re-negotiated upon mutual agreement of both parties.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT the date first written above.

Client: City of Sweeny

Firm: Lynn Engineering

By: _____
Print name: _____
Title: _____

By: _____
Print name: John D. Mercer, PE
Title: Authorized Representative

Engineer License or Firm's Certificate No.: F-324
State of: Texas

Address for Owner's receipt of notices:
P.O. Box 248
Sweeny, Texas 77480

Address for Engineer's receipt of notices:
2200 Avenue A
Bay City, Texas 77414

Designated Representative:
Title: _____
Phone Number: _____
E-Mail Address: _____

Designated Representative: John D. Mercer, PE
Title: Authorized Representative
Phone Number: 361-782-7121
E-Mail Address: jmercerc@jdmercerc.com

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS INSTRUMENT is acknowledged before me on this _____ day of _____, 2026, by _____ as _____ on behalf of the City of Sweeny.

[SEAL]

Notary Public in and for the State of Texas

SECTION ONE – EXHIBIT I

MISCELLANEOUS SCOPE PROFESSIONAL ENGINEERING SERVICES AS THE “CITY ENGINEER”

- Attendance at regular and special meetings of the CITY or participation in conference calls as may be appropriate and requested by CITY
- Preparation of monthly reports as may be appropriate
- Maintenance of the City's Utility Maps and Master Utility Plans
- Communication with TCEQ, TWDB, and other State, Federal, and local agencies on behalf of the CITY
- Assist CITY with the preparation and maintenance of various permit applications, renewals, forms, reports, and plans
- Make recommendations for extensions of utility lines and services
- Perform or have performed land surveys on behalf of CITY
- Prepare exhibits for easement documents
- Review plans and specifications prepared by others on behalf of developers
- Prepare plans and specifications as required for small extensions performed by CITY and paid for by a developer
- Consult as needed with CITY Management/Operations contractor and staff, Board members, and other consultants as may be hired by the City
- Perform as the City Engineer as described in the City Rules and Regulations
- Attendance at seminars, meetings, webinars, etc., when requested by CITY
- Perform other services appropriate to the position of City Engineer as may be requested by CITY
- Perform engineering services for Specific Projects as requested by CITY with such engineering services being performed by TASK ORDER in accordance with SECTION TWO of this AGREEMENT.
- Prepare and review monthly and final estimates for payment to Contractors.
- Preparation of maps, property descriptions and/or reports in connection with the annexation of land.
- Assistance with advertising for bids on proposals.



2200 Ave A, Bay City, Texas 77414

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
EFFECTIVE JANUARY 1, 2026**

The per diem and miscellaneous expense charges for Engineering, Drafting, Surveying, and Planning Services are based on the following hourly or daily rates:

Engineering, Planning:

Associate Engineer, Planner V (PE5)	\$300.00/hr
Associate Engineer, Planner IV (PE4)	\$225.00/hr
Associate Engineer, Planner III (PE3)	\$200.00/hr
Associate Engineer, Planner II (PE2)	\$190.00/hr
Associate Engineer, Planner I (PE1)	\$180.00/hr
Engineer, Planner II (EIT2)	\$140.00/hr
Engineer, Planner I (EIT1)	\$130.00/hr
Engineer Tech IV (ET4)	\$125.00/hr
Engineer Tech III (ET3)	\$120.00/hr
Engineer Tech II (ET2)	\$115.00/hr
Engineer Tech I (ET1)	\$110.00/hr
Construction Observer II	\$115.00/hr
Construction Observer I	\$110.00/hr
Administrative Assistant	\$85.00/hr

Drafting, CADD:

CADD Operator III	\$100.00/hr
CADD Operator II	\$90.00/hr
CADD Operator I	\$80.00/hr

Survey:

Professional Surveyor	\$300.00/hr
Surveyor in Training (SIT)	\$90.00/hr
Surveyor Tech	\$80.00/hr
GPS & Field Crew (1 man)	\$145.00/hr
GPS & Field Crew (2 man)	\$200.00/hr
GPS & Field Crew (3 man)	\$230.00/hr

Expenses:

- Transportation - current IRS mileage rate
- Reproduction work - prevailing commercial rates
- Subcontractors, Consultants, etc. - cost plus 20% handling
- All other expenses - cost plus 20% handling

Charges are due and payable within thirty (30) days after receipt of the invoice. Late payments may be charged an interest rate of 1.0% per month of the unpaid balance.