

## AGREEMENT FOR PROFESSIONAL PLANNING/LANDSCAPE ARCHITECTURAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Planning/Landscape Architectural Services, hereinafter called "Agreement," is entered into by the City of Mansfield a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Planner/Landscape Architect," relative to Planner/Landscape Architect providing professional Planning/Landscape Architectural services to the Client. Client and Planner/Landscape Architect when mentioned collectively shall be referred to as the "Parties".

### W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Planner/Landscape Architect agree as follows:

**I. Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

**II. Services to be Performed by Planner/Landscape Architect.** Planner/Landscape Architect shall provide to the Client basic Planning/Landscape Architectural services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by a Planner/Landscape Architect to a Home Rule City. Planner/Landscape Architect shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Planner/Landscape Architect receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Planner/Landscape Architect's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

**IV. Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Planner/Landscape Architect with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Planner/Landscape Architect in obtaining access to property necessary for performance of Planner/Landscape Architect's work for the Client, (iv) make prompt payments in response to Planner/Landscape Architect's statements and (v) respond in a timely fashion to requests from Planner/Landscape Architect. Planner/Landscape Architect is entitled to reasonably rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

**V. Termination of Work** - Either the Client or the Planner/Landscape Architect may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Following Planner/Landscape Architect's receipt of such termination notice the Client shall, within thirty (30) calendar days of Client's receipt of Planner/Landscape Architect's final invoice, pay the Planner/Landscape Architect for all services rendered and all costs incurred up to the date of Planner/Landscape Architect's receipt of such notice of termination.

**VI. Ownership of Documents** - Upon Planner/Landscape Architect's completion of services and receipt of payment in full, Planner/Landscape Architect shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Planner/Landscape Architect's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or

represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Planner/Landscape Architect and may not be used or reused, in any form, by Client without the express written authorization of Planner/Landscape Architect. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Planner/Landscape Architect, will be at Client's sole risk and without liability or legal exposure to Planner/Landscape Architect or to Planner/Landscape Architect's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Planner/Landscape Architect may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Planner/Landscape Architect's other activities.

**VII. Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**VII. Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Planner/Landscape Architect, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

**IX. Insurance.** Planner/Landscape Architect shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Planner/Landscape Architect shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

**X. Prompt Performance by Planner/Landscape Architect.** All services provided by Planner/Landscape Architect hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the Planning/Landscape Architectural profession in the State of Texas applicable to such Planning/Landscape Architectural services contemplated by this Agreement.

**XI. Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Planner/Landscape Architect's personnel, or any personnel, professionals and/or consultants retained by Planner/Landscape Architect, Planner/Landscape Architect shall promptly propose substitutes to whom the Client has no reasonable objection, and Planner/Landscape Architect's compensation shall be equitably adjusted to reflect any difference in Planner/Landscape Architect's costs occasioned by such substitution.

**XII. Assignment and Delegation.** Neither the Client nor Planner/Landscape Architect may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Planner/Landscape Architect to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

**XIII. Jurisdiction and Venue.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Tarrant County, Texas**.

**XIV. Integration, Merger and Severability.** This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Planner/Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid,

illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. INTENTIONALLY LEFT BLANK**

**XVI. Timeliness of Performance.** Planner/Landscape Architect shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVII. Dispute Resolution.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than one meeting of senior personnel of Client and Planner/Landscape Architect in which the disagreement or conflict will be discussed. The meeting will be scheduled as soon as possible following identification of such disagreement or conflict. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that this meeting is a condition precedent to the institution of legal proceedings unless such meeting will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

**XVIII. Signatories.** The Client and Planner/Landscape Architect mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Planner/Landscape Architect, respectively, has full authority to execute this Agreement and bind the entity so represented.

**XIX. INTENTIONALLY LEFT BLANK**

**XX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT PLANNER/LANDSCAPE ARCHITECT'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT PLANNER/LANDSCAPE ARCHITECT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE PLANNER/LANDSCAPE ARCHITECT, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE PLANNER/LANDSCAPE ARCHITECT AND PLANNER/LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE PLANNER/LANDSCAPE ARCHITECT OR THE PLANNER/LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE PLANNER/LANDSCAPE ARCHITECT'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.**

**XXI. WAIVER** - Any failure by Planner/Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Planner/Landscape Architect may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF MANSFIELD, TEXAS

By:

Matt Bucchin  
Signature

By:

\_\_\_\_\_  
Signature

Matt Bucchin

Printed Name

\_\_\_\_\_  
Printed Name

Director of Planning

Title

\_\_\_\_\_  
Title

07-10-19

Date

\_\_\_\_\_  
Date



**EXHIBIT 'A'**  
**DRAFT SCOPE OF SERVICES**

**Development Strategies for Historic Downtown Mansfield  
Mansfield, Texas**

The purpose of the planning effort is to provide the City of Mansfield with a series of development strategies to further implement the previously adopted Historic Mansfield Implementation Plan (adopted August 2013). The approximate boundaries of the study area include the blocks along North and South Main Street (Business 287), along East and West Broad Street, north of Hunt Street and south of Walnut Creek as shown on the Study Area Map set out in the Request for Proposals (2019-41-02-03). This area is also included in a Tax Increment Reinvestment Zone (i.e., TIRZ # 2). The primary deliverable will be development strategies and recommendations related to land use analysis, market analysis, TIRZ funding, and parking.

**SCOPE OF SERVICES**

**TASK 1: Project Initiation and Management**

Halff Associates (Halff) will conduct a project initiation meeting with the City staff to accomplish several pre-planning objectives, including:

- Facilitate a project kick-off WebEx videoconference call with City staff to discuss project logistics, establish key milestones, request needed information, refine the planning process and calendar, identify QA/QC process, establish project goals, discuss advisory committee, and finalize the public engagement strategy.
- Obtain key maps and background data (from City staff and other entities) including digital copies of existing plans, studies, and other information that may impact this planning process.
- Manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.

Deliverables: Project kick-off materials; monthly progress reports; invoices.

Meetings: One WebEx videoconference call with staff.

**TASK 2: Data Collection & Pre-Planning**

Halff will conduct additional data collection and pre-planning analysis of the downtown area in preparation for kick-off activities and subsequent deliverables, including:

- Prepare associated base maps/ (GIS) files to serve as the foundation of this planning effort.
- Review and analyze previous studies/plans and other documentation that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

- Distribute questionnaires to applicable City departments to understand existing conditions and near- and long-term needs.

Deliverables: Questionnaires to City departments, as may be necessary and applicable.

Meetings: None.

### **TASK 3: Stakeholder Engagement**

The following strategies will be used to seek input from stakeholders and confirm the community vision for the historic downtown area.

#### 3.1 Focus Group Sessions

Halff will conduct up to three (03) focus group listening sessions with groups that have a vested interest in downtown (e.g. Historic Downtown Business Association) to discuss opportunities, constraints, and vision for the downtown.

#### 3.2 Stakeholder Advisory Committee

This appointed committee will serve as a review body to provide direction through the course of the planning project. It is anticipated that the City Council Downtown Subcommittee will serve as this body. Halff will lead up to three (03) stakeholder advisory committee meetings throughout the course of the project.

- The first meeting will introduce the process, confirm issues, identify opportunities and constraints, and discuss goals.
- The second meeting will serve as a review of preliminary market analysis and parking assessment findings.
- The third meeting will serve as a review of the draft development strategies prior to a work session with the full City Council.

The City of Mansfield will be responsible for reserving the meeting location and sending invites for the stakeholder advisory committee meetings.

#### 3.3 Vision and Goals

Based on the focus group sessions and the initial meeting with the Stakeholder Advisory Committee, an overall vision statement and series of goals for the downtown corridor will be developed and vetted by city staff and the committee.

Deliverables: Presentation materials, meeting summaries, draft and final vision statement and goals.

Meetings: Up to three (03) focus group sessions; three (03) Stakeholder Advisory Committee meetings.

### **TASK 4: Real Estate Market Analysis**

Central to this study is conducting a market analysis to assess the strengths of existing uses and identify future opportunities to maximize benefit for the downtown. This task will consist of two primary components.



#### 4.1 Market Assessment

Using third party data including CoStar, the Halff team will conduct a high-level market scan, documenting recent market activity to produce a snapshot of downtown Mansfield. The Halff team will supplement this market scan with a high-level analysis of demographic trends in Mansfield and the region including job and wage growth, incomes, housing tenure, and age and household type. During the stakeholder meetings, the Halff team will incorporate questions to identify current and desired Downtown users, and what motivates Downtown activity.

The Halff team will provide up to three (03) case study examples for aspirational peer downtowns, analyzing market dynamics, program mix, distinguishing design features, and pivotal investments that drove success. These cases studies will also compare development activity with downtown Mansfield.

#### 4.2 TIRZ Analysis

The Halff team will analyze the performance of Tax Increment Reinvestment Zone #2 based on the original project and financing plan and the property tax growth to date.

Deliverables: Technical memorandum in written and tabular format with findings from the market and TIRZ analysis and case study profiles for aspirational peer downtowns.

Meetings: One (01) in person review meeting with staff and one (01) presentation to Stakeholder Advisory Committee (see Task 3.2).

### **TASK 5: Traffic Analysis and Parking Assessment**

The Halff team will assess current traffic patterns and current and planned parking supply in the downtown area.

#### 5.1 Traffic Analysis

Halff will coordinate with the City of Mansfield staff to acquire any available current 24-hour directional traffic count data (weekday and weekend) on the following streets:

- North and South Main Street
- East and West Broad Street

Halff staff will check with North Central Texas Council of Governments (NCTCOG) and TxDOT for current traffic count data on the above two streets. (If no current data is available, Halff will conduct 2-day directional counts (Friday–Saturday). Halff staff will coordinate with City of Mansfield staff to acquire from NCTCOG any projected traffic volumes in the study area.

Halff staff will review and evaluate the available traffic count data acquired and any projected traffic volume data from NCTCOG to determine how traffic is distributed in the downtown area.

Based on current and projected traffic volumes and also considering possible additional traffic generated by a change in development in the study area, Halff will work with the project team to determine how to best use the right-of-way widths on the streets in the study area to accommodate pedestrians, bicycles and vehicles.

### 5.2 Parking Assessment

The parking assessment will be conducted for a slightly reduced area of the Wayfinding Improvement study boundary and will consist of the following analysis:

- Determine the existing number of off-street and on-street parking spaces available in each quadrant of the study area. (City will provide number of off-street parking spaces in each quadrant.)
- Conduct parking surveys, both off-street and on-street, in each quadrant of the study area on a typical Thursday or Friday and a Saturday to determine the existing parking demand. (Hours to consider are 11:00 AM – 1:00 PM and 5:00 PM – 7:00 PM.)
- Coordinate with city staff to acquire estimated vacancy rates in each of the four quadrants of the study area.
- Research plans for commuter rail in the area and how could impact the study area.
- Research walkability in the study area and the ability of people to walk from parking facilities to the downtown area.
- Acquire from city staff, the paving plan for South Main Street improvements to determine the layout and number of on-street parking spaces.
- Research information regarding intersection sight distance (visibility) in downtown / urban core settings.

Deliverables: Summary of findings in both tabular and narrative format.

Meetings: Up to two (02) meetings with staff to discuss parking issues and strategies. Presentation of findings at a Stakeholder Advisory Committee meeting (see Task 3.2).

## **TASK 6: Downtown Development Strategies**

Based on the established vision for the historic downtown area and the findings from Tasks 4-5, Halff will prepare a technical memorandum with development strategy recommendations and implementation actions related to the following key elements.

### 6.1 Land Use Development Strategies

In conjunction with the market analysis, Halff will prepare a mapping analysis that compares the property tax value of different uses in downtown today (baseline) and the property tax value of different uses if the maximum amount of development occurs based on the proposed zoning regulations (the potential ultimate/build-out).

Based on the results of this analysis, Halff will propose a series of strategies (i.e., policies, program activities, changes to development regulations, and potential catalyst projects) to help maximize return on investment.

### 6.2 Parking

Based on the traffic analysis and parking assessment in Task 5, Halff will develop recommendations for parking standards in downtown based on the following:

- Number of existing parking spaces in each of the quadrants of the study area (both off-street and on-street)
- Existing number of required parking spaces in each of the quadrants of the study area



- Required number of parking spaces in each of the quadrants of the study area based on the recommendations that come from the study

### 6.3 Market Strategies & TIRZ Recommendations

The Halff team will develop a set of strategies designed to spur private investment in Downtown Mansfield. This may include high-level program recommendations for developable land, including recommendations for publicly owned land where appropriate, and other strategic investments including potential development incentives and use of tax increment financing to encourage the desired development program.

The Halff team will develop high-level property values projections to project fiscal impacts and future TIRZ revenues based on the floor area capacity of developable Downtown parcels as currently entitled. These projections will demonstrate the fiscal impacts of pace of development, program mix, and density, relating to the team's proposed development strategies. We will rely on property tax assessment data to be provided by the City for properties within the study area, including assessed value, building size, and building use. Drawing on this assessment data and a review of aspirational comparable properties within Dallas-Fort Worth, the Halff team will estimate assessed values per square foot of new development to apply to projected development in downtown Mansfield in order to project the total gross and incremental tax revenues generated by new real estate investment.

Deliverables: Preliminary recommendations & implementation actions in illustrative and text format, summarized in a technical memo format.

Meetings: One (01) meeting with City staff to review recommendations and strategies; one (01) Stakeholder Advisory Committee meeting to review preliminary recommendations (see Task 3).

### **TASK 7: Final Review**

Halff will present, along with City staff, the final downtown development strategies to the City Council in one (01) workshop session. Halff will incorporate up to one round of comments into the development strategies technical memo.

Deliverables: Digital (PDF) version of the technical memo. One (01) final bound hard copy.

Meetings: One (01) City Council workshop session.

### **SUMMARY OF CONSULTANT VISITS**

Visits refers to the time when Halff will be present in Mansfield to conduct staff discussions, meetings with the Stakeholder Advisory Committee, site reconnaissance and presentations. Items that occur during each visit are preliminary and will be confirmed with City staff during confirmation of schedule and timeframe. Each visit includes a meeting or discussions with City Staff, as necessary, to update, coordinate and prepare for tasks associated with the trip.

The preliminary sequence of visits is set out as follows:

**Visit No. 1 – Project Kick-Off**

- Tour of Study Area
- Meeting with Key Staff
- Distribute Staff Questionnaires

**Visit No. 2 – Confirm Vision**

- Stakeholder Listening Sessions
- Stakeholder Advisory Committee Meeting #1

**Visit No. 3 – Review of Findings**

- Staff Review Meeting (Market Analysis and Parking Assessment Findings)
- Stakeholder Advisory Committee Meeting #2

**Visit No. 4 – Draft Development Strategies**

- Staff Review Meeting (Draft Development Strategies)
- Stakeholder Advisory Committee Meeting #3

**Visit No. 5 – Council Work Session**

- Presentation to Council on development strategies

**PLANNING PROCESS ASSUMPTIONS**

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

- The project planning area will encompass the blocks along North and South Main Street (Business 287), along East and West Broad Street, north of Hunt Street and south of Walnut Creek as shown on the Study Area Map set out in the Request for Proposals (2019-41-02-03).
- The City will appoint a contact person [Project Administrator] to work with Halff to act as an intermediary between City staff, City Council, Stakeholder Advisory Committee, outside consultants, and other City, county and state government staff persons as required. Halff will take direction from the City's Project Administrator or City Manager only.
- The City of Mansfield will coordinate facilities, refreshments, and advertising for all stakeholder group meetings.
- The City will be responsible for advertising for all meetings and announcements. This includes outreach via the City's existing social media channels (e.g., Facebook, Twitter, Next Door, etc.).
- The City will provide information from all previous planning studies and master plans that may have an effect on the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents



to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.

- The City will provide Halff with the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
- Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as stand-alone documents.
- Additional printing or publication expenses will be charged in accordance with Exhibit B. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the scope of services.
- Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

#### APPROACH TO DELIVERABLES

Halff will provide draft/interim deliverables as prepared for each phase/task of the project. These deliverables will be used for public outreach and input, to facilitate meetings and receive feedback, and to complete the project. All draft/interim deliverables will be provided to the City in an electronic format (e.g., Adobe PDF) for ease of file transfer, reproduction, and distribution.

It is the responsibility of the City's Project Administrator to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables. The project budget assumes original drafting of each deliverable and one consolidated revision upon receipt of compiled comments from the City's Project Administrator. Only minor revisions will be made following adoption of the plan to produce a final plan document. Substantive revisions after adoption may require additional services depending on their nature and the current budget status.

#### **End of Attachment 'A' – Scope of Services**



**EXHIBIT 'B'**  
**BASIS OF COMPENSATION**

**Development Strategies for Historic Downtown Mansfield  
Mansfield, Texas**

**Base Scope of Work** – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

Task	Professional Fee
(1) Project Initiation & Management	\$2,500
(2) Data Collection & Pre-Planning	\$9,500
(3) Stakeholder Engagement	\$13,000
(4) Real Estate Market Analysis	\$27,500
(5) Traffic Analysis & Parking Assessment	\$20,000
(6) Downtown Development Strategies	\$43,500
(7) Final Review	\$7,500
Direct Expenses	\$1,500
<b>Total Base Fee</b>	<b>\$125,000</b>

**ADDITIONAL OR CONTINUING SERVICES**

During the course or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in Exhibit A, *Scope of Services*. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to Exhibit A, *Scope of Services*, or set out as follow up additional phase services. This will include a corresponding modification to the maximum not-to-exceed amount set out in Exhibit B, *Basis of Compensation*, and, if necessary, the time of performance as set out in Exhibit C, *Anticipated Schedule for Completion*.

Halff also offers several potential additional scopes of work which may be considered concurrent or following the comprehensive planning process. These are included in the following pages.

**Additional Meetings**

Each additional meeting or visit beyond those described in the scope will require additional fees to accommodate the request. These meetings range from \$1,500 for additional stakeholder meetings that



require new visits, \$2,500 for additional public meetings with elected or appointed officials, and \$7,500 for additional open house public meetings (includes pre-meeting preparation and post-meeting follow-up). Open house meetings described in this scope of services that the City desires to schedule on an additional alternative date will cost \$2,000 each

#### **Printing Expenses**

Printing expenses of additional plan copies are not included in base fee in this scope of services. Additional plan copies can be provided at the following rates:

##### Final Plan Printing Expenses (if applicable):

Prints - Letter and Legal/Color	\$0.20/sheet
Prints - Letter and Legal/B&W	\$0.10/sheet
Prints - 11x17/Color	\$1.50/sheet
Prints - 11x17/B&W	\$0.75/sheet

**End of Attachment 'B' – Basis of Compensation**

**EXHIBIT "C"**  
**ANTICIPATED SCHEDULE FOR COMPLETION**

**Development Strategies for Historic Downtown Mansfield  
Mansfield, Texas**

**Schedule for Completion of the Planning Effort** – Halff Associates expects to perform the base services outlined in Exhibit 'A' within ten (10) calendar months from the date of the notice to proceed, pending further discussion with staff regarding appropriate timing and pace. Following staff confirmation of schedule during the Project Initiation Phase, schedule adjustments to meet specific City needs can be developed in conjunction with City staff if deemed necessary.

**End of Attachment 'C' – Anticipated Schedule for Completion**