

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT
FOR THE
CITY OF MANSFIELD, TEXAS**

This Professional Services Contract, hereinafter referred to as "Contract" is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and Shield Engineering Group, hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a "Party" and are collectively referred to herein as the "Parties".

ARTICLE I.
EMPLOYMENT OF PROFESSIONAL

For and in consideration of the covenants herein contained, PROFESSIONAL hereby agrees to perform professional services in connection with the project as set forth below, and CITY agrees to pay, and PROFESSIONAL agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national professional standards. PROFESSIONAL shall provide professional services, as further described in Exhibit "A", within the City of Mansfield, Tarrant County, Texas, and hereinafter referred to as the "Project."

ARTICLE II.
PAYMENT FOR SERVICES

In consideration of the services to be performed by PROFESSIONAL under the terms of this Contract, CITY shall pay PROFESSIONAL for services actually performed, a fee, not to exceed three hundred forty thousand and one hundred thirty five Dollars and 00/100 (\$340,135.00) as stated in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as shown in Exhibit "A", if applicable. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to PROFESSIONAL when PROFESSIONAL is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if PROFESSIONAL is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

ARTICLE III.
CHARACTER AND EXTENT OF SERVICES

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who

perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. PROFESSIONAL will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

ARTICLE IV. **TIME FOR COMPLETION**

The term of this Contract shall begin on the last date of execution of this Contract. PROFESSIONAL understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "A".

This contract shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless PROFESSIONAL submits a written request, and CITY approves such request in writing.

ARTICLE V. **REVISIONS OF SCHEMATIC DRAWINGS**

CITY reserves the right to direct substantial revision of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay PROFESSIONAL equitable compensation for services rendered for the making of any such revisions. In any event, when PROFESSIONAL is directed to make substantial revisions under this Section of the Contract, PROFESSIONAL shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to PROFESSIONAL undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the deliverables are required by reason of PROFESSIONAL's error or omission, then such revisions shall be made by PROFESSIONAL without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by PROFESSIONAL that any compensation not specified in Article II may require City Council approval and is subject to funding limitations.

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

PROFESSIONAL shall be available for conferences with CITY so that Project can be designed with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to PROFESSIONAL all existing plans, maps, field notes, and other data in its possession relative to the Project. PROFESSIONAL may show justification to CITY for changes in design from CITY standards due to the judgement of said PROFESSIONAL of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by PROFESSIONAL.

ARTICLE VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by PROFESSIONAL, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. PROFESSIONAL shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to City which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. Professional shall be liable for any additional cost to complete the project as a result of Professional's termination of this Contract without cause.

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. PROFESSIONAL shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the Project. PROFESSIONAL shall have no liability for changes made to the drawings and other documents by other professionals subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the PROFESSIONAL making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX.
INSURANCE

- A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per occurrence. Subject to limit of liability in Exhibit "A".
- B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.

Mansfield, Texas 76063

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
 5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
- D. PROFESSIONAL agrees to the following:
1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;
 3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;

4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

**ARTICLE X.
MONIES WITHHELD**

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against PROFESSIONAL or CITY arising out of the negligence of the PROFESSIONAL or the PROFESSIONAL's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to PROFESSIONAL under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to PROFESSIONAL, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

**ARTICLE XI.
NO DAMAGES FOR DELAYS**

Notwithstanding any other provision of this Contract, PROFESSIONAL shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

**ARTICLE XII.
PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES
AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES**

In performing this Contract, PROFESSIONAL agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees

to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give PROFESSIONAL reasonable advance notice of intended audits.

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and PROFESSIONAL) specifically agree and contract that: (1) the Contract only affects matters/disputes between the Parties to this Contract, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or PROFESSIONAL or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or PROFESSIONAL.

ARTICLE XV.
SUCCESSORS AND ASSIGNS

CITY and PROFESSIONAL each bind themselves, their successors, executors, administrators and assigns to the other Party of this Contract and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. Neither CITY nor PROFESSIONAL shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI.
PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, agents or PROFESSIONALS for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption

of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents prepared by said PROFESSIONAL, its employees, subcontractors, agents and PROFESSIONALS subject to §271.904 of the Texas Local Government Code.

**ARTICLE XVII.
INDEMNIFICATION**

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE XVIII.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**ARTICLE XIX.
INDEPENDENT CONTRACTOR**

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and PROFESSIONALS; that the doctrine of respondent superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees, contractors, subcontractors and PROFESSIONALS and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

**ARTICLE XX.
DISCLOSURE**

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

ARTICLE XXII.
ENTIRE CONTRACT

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

ARTICLE XXIII.
APPLICABLE LAW

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

ARTICLE XXIV.
DEFAULT

If at any time during the term of this Contract, PROFESSIONAL shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if PROFESSIONAL shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other Parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**ARTICLE XXVI.
NON-WAIVER**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**ARTICLE XXVII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. PROFESSIONAL shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the PROFESSIONAL has violated this section, this Contract shall be deemed terminated and PROFESSIONAL's further rights hereunder forfeited.

**ARTICLE XXIX.
CONSTRUCTION OF CONTRACT**

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

**ARTICLE XXX.
NOTICES**

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

City of Mansfield
Attn.: Raymond Coffman, P.E.
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4238

If intended for Professional, to:

Shield Engineering Group, PLLC
Attn: Jean Marie Alexander, PE
1600 West 7th Street, Ste 400
Fort Worth, TX 76102

ARTICLE XXXI.
PRIVATE LAND ENTRY

No entry onto any property of others by PROFESSIONAL on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until PROFESSIONAL has secured the landowners' permission to enter and perform such activities, and PROFESSIONAL shall hold CITY harmless from any and all damages arising from activities of PROFESSIONAL on land owned by others.

[Signature Page Follows]

EXECUTED this the ____ day of January, 2023, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Raymond Coffman, P.E.
Director of Engineering Services

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
Shield Engineering Group, PLLC

By: _____
Name: Jean Marie Alexander, PE
Title: COO

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Raymond Coffman, P.E., Director of Engineering Services of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Jean Marie Alexander, PE, COO of Shield Engineering Group, PLLC.

Notary Public in and for the State of Texas



EXHIBIT "A"

AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Fort Worth Street (Walnut Creek Dr to King's Way Dr)
Live Oak Street (Dayton St to Fort Worth St) Improvements including Drainage Analysis
PROJECT NO: 2023124.01
CLIENT: City of Mansfield, Attn: Raymond Coffman, PE
ADDRESS: 1200 E Broad St, Mansfield, TX 76063

hereby requests and authorizes **Shield Engineering Group, PLLC (the Firm)** to perform the following Services.:

SCOPE: The City of Mansfield has identified roadway, drainage and wastewater improvements along Fort Worth Street from Walnut Creek Drive to King's Way Drive and roadway, drainage and wastewater improvements along Live Oak Street from Fort Worth Street to Dayton Road. The Firm understands the civil engineering services will consist of final roadway design for construction of paving improvements, wastewater improvements, and final storm drainage improvements (as additional service if needed) including the curb inlets per a drainage analysis of the recommended improvements as authorized by the City. A Conceptual Drainage Analysis will be included for the drainage basin which flows towards the intersection of Fort Worth Street and Hillcrest Street. The conceptual drainage analysis will identify any recommended drainage improvements necessary for this project. The conceptual drainage analysis for proposed conditions will determine a recommended drainage system in Fort Worth Street at the Hillcrest Street intersection with a 25-year frequency for underground storm drain system with a 100-year frequency design for the combined underground and right of way system. An additional service is added to this contract to perform engineering design services for the recommended storm drain system. This storm drain system will outfall near the location of an existing concrete flume and a downstream channel is presumed to be required to be excavated for the storm drain system. The proposed channel will be excavated to a point that it joins with an existing earthen channel to the southwest on Lot 1, Block 1 McQueen Addition. Environmental assessment, permitting, and structural design for the work within the channel are not included in this scope. Improvements to the water system in Fort Worth Street and Live Oak Street are not included in the scope.

The roadway improvements for Fort Worth Street are proposed to be replaced with 29' back-to-back 8" asphalt paving section with concrete curb and gutter roadway with sidewalks along both sides all contained within the existing 60' ROW. Live Oak Street roadway improvements are proposed to be replaced with 29' back-to-back asphalt paving section with concrete curb and gutter roadway with sidewalks along both sides all contained within the existing 50' ROW.

Exhibits, as-built plans, and other miscellaneous services beyond this scope will be Additional Services and billed at the Hourly Rate Schedule provided with this scope.

The Client shall either directly provide the following information or make the information available from one of the Client's subconsultants including but not limited to:

- Existing plans for the neighborhood including Fort Worth Street and Live Oak Street
- CCTV of Fort Worth Street and Live Oak Street sewer system, if available

Initials _____ Page 1 of 11

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



General Conditions:

The FIRM shall assist the CITY with services associated with this Project related to special surveys, tests, test borings, or other subsurface investigations necessary to complete the Project. Such surveys, tests, and investigations shall be made only upon authorization by and at the expense of the CITY.

The FIRM shall prepare a Final Erosion Control Plan consistent with the latest NCTCOG Construction Controls Technical Manual to be utilized by contractor in the preparation of a Storm Water Pollution Prevention Plan (SWPPP) for this Project. The Erosion Control Plans shall be included in the bid set of plans and specifications.

The FIRM shall assist in the tabulation and review of all bids received for the construction of the improvements and shall make recommendations for award to the CITY.

The FIRM shall provide detailed design data, profiles, cross-sections where appropriate, opinions of probable cost, complete detailed half size (11" x 17") plans as required by the CITY, and specifications for each interim review deliverable milestone and final deliverable milestone. The deliverables to the CITY shall include:

Digital files formatted in Adobe Acrobat (.pdf) and up to three (3) hard copies of each interim and final review set of plans and specifications and one (1) copy of each interim and final review itemized opinion of cost.

- Digital files formatted in Adobe Acrobat (.pdf) and one (1) hard copy of the bid plans and specifications.
- Digital files formatted in Adobe Acrobat (.pdf) and four (4) hard copies of the conformed for construction plans and specifications.
- Record Drawings formatted in Adobe Acrobat (.pdf) and in AutoCAD (.dwg) on the same bearing structure and coordinate system as the City of Mansfield Geodetic Control Network.

CITY shall make available to The FIRM for use in performing services hereunder all existing plans, maps, field notes, statistics, computations, and other data in City's possession relative to existing facilities and to this Project.

Initials _____ Page 2 of 11

(FIRM)

(CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



Basic Services:

1. Survey Services: \$28,530

The FIRM shall determine the right-of-way and easement needs necessary for the construction of the project and furnish same to the CITY.

- a. Topographic Design Survey: Perform on-the-ground design survey for Fort Worth Street from Walnut Creek Drive to King’s Way Drive (100’ wide) and Live Oak Street from Fort Worth Street to Dayton Road (100’ Wide). The Firm will provide topographic design survey which may include but is not limited to 1’ contour intervals, horizontal and vertical location of existing surface features such as water valves, fire hydrants, telephone poles, sanitary sewer manholes and flowline information, storm drain system structures and flowlines and pipe sizes, curbs, edge of pavement, retaining walls, power poles, dig-tess pin flags, etc.
- b. Right of Entry: Right of Entry documents have not been determined and has therefore not been included in this scope. If determined necessary during design, these services can be provided as an additional scope and fee.
- c. Easements: Temporary or permanent easements are not expected to be necessary and has therefore not been included in this scope. If determined necessary during design, these services can be provided as an additional scope and fee.

2. Drainage Analysis, Drainage Plan Recommendation, and Conceptual Paving Analysis: \$40,710

- a. Drainage Area Analysis: The Firm will prepare a drainage study for the drainage basins along both Fort Worth and Live Oak Streets. This analysis will identify drainage areas, provide information on the ultimate developed flows within each street for the 25-year and 100-year storm, and produce existing roadway and right-of-way capacity analysis of each street. It is assumed that the street sections will be parabolic for this analysis and no superelevated sections will be considered. This analysis will include:
 - i. Drainage area map
 - ii. Drainage analysis for Hydraulic calculations for 25- and 100-year storm frequencies for both Fort Worth Street and Live Oak Street
- b. Drainage plan recommendations: The Firm will prepare conceptual recommendations for drainage improvements for both Fort Worth Street and Live Oak Street, based on the findings of the Drainage Analysis. This recommendation will show locations of proposed inlets as well as conceptual pipe sizing for an underground system based upon a Manning’s equation pipe capacity analysis. This recommendation will assume all captured stormwater will discharge either via flume or via an underground system at the intersection of Fort Worth Street and Hillcrest Street. We will also prepare a conceptual channel cross section following the existing easement downstream of the pipe outfall. It is assumed that offsite analysis will not be included in this phase.
- c. Preliminary Paving Analysis: Conceptual plan and profile sheets showing existing and proposed horizontal roadway alignments, existing and proposed ROW, existing and proposed sidewalks and driveways, proposed lane dimension, existing drainage structures, city owned and franchise utilities as determined by dig-tess, and existing roadway vertical alignments (profiles).

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(FIRM) (CLIENT)

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3. Preliminary Fort Worth and Live Oak Streets Paving, Sanitary Sewer Design and Specifications: \$ 95,140

- a. Site Visit: The Firm will visit the site one-time to observe existing conditions.
- b. Plan Research/Base Mapping: The Firm will gather available existing infrastructure plans adjacent to and serving the site to be used for the site civil design.
- c. Preliminary Roadway Plan and Profile: The Firm will provide preliminary roadway plan and profile alignments for Fort Worth Street and Live Oak Street at 1" = 20' scale, attempting to match existing grades at the right-of-way.
- d. Typical Section: The Firm will provide a typical section for both Fort Worth Street and Live Oak Street, following the city standard 29' back-to-back parabolic asphalt with curb and gutter section.
- e. Cross Sections: The Firm will prepare cross sections for each existing driveway that will be within the proposed roadway limits and at each intersection curb return that will be within the proposed roadway limits along Fort Worth and Live Oak Streets. These sections will show existing and proposed elevations and how the proposed will tie into the existing topography.
- f. Sewer Plan and profile sheets at 1" = 40' scale which show the following: proposed sanitary sewer plan/profile, manholes, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
- g. The Firm shall reconnect all identifiable sanitary sewer service lines located within City right-of-way or utility easement which connect directly to the main being replaced, including replacement of existing service lines.
- h. Preliminary Opinion of Probable Costs: The Firm will prepare one(1) Preliminary Opinion of Probable Cost using recent bid tabs or Client provided unit prices.
- i. Meetings: The Firm has included three(3) 2-hour meetings for two representatives to coordinate with the Design Team and the City. Additional meetings, if necessary, can be provided on an hourly basis.

4. Final Fort Worth and Live Oak Streets Paving, Sanitary Sewer Design and Specifications: \$87,270

- a. Final Roadway Plan and Profile: The Firm will provide final roadway plan and profile alignments for Fort Worth Street and Live Oak Street at 1" = 20' scale.
- b. Traffic Control and Sequencing Plan: The Firm will prepare one Traffic Control Plan that identifies work zones, end-of-road barricade placement, and reference appropriate MUTCD & TxDOT Traffic Control plans and details pertinent to the work being proposed.
- c. Erosion Control Plan: The Firm will prepare an Erosion Control Plan consistent with the latest NCTCOG Construction Controls Technical Manual to complement the paving plan, be utilized by the contractor in preparation of a Storm Water Pollution Prevention Plan (SWPPP), and to be utilized during all earthwork activities. This plan is intended to be a base line recommendation to the onsite "Operator" and as such may be altered as needed. Permanent BMP's and water quality devices are not included in this plan.
- d. Construction Plans: The Firm's services will include preparation of construction plans for the construction of roadway paving, driveway cross sections, and sewer plans for the project. The set of plans shall consist of a cover sheet, sewer main plan and profiles, drainage area maps, profile sheets for paving improvements, cross sections of the proposed driveways, traffic

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control plans and erosion control. Standard City details will be used for the project.

- e. Final Opinion of Probable Costs: The Firm will prepare one(1) Final Opinion of Probable Cost using recent bid tabs or Client provided unit prices.
- f. Specifications: The Firm shall prepare final specifications per the City's standards to be included in the bid package.

5. Bid Phase Support Services: \$ 5,100 Hourly

- a. The Firm will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests, in the form of addenda.
- b. The Firm will assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- c. The Firm will attend the bid opening in support of the City.
- d. The Firm will tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract.
- e. The Firm will incorporate all addenda into the contract documents and issue conformed sets.

6. Construction Phase Services: \$4,600 Hourly

The FIRM shall review, interpret, and provide direction to the CITY during the construction phase. Such consultation and reviews shall be for general conformance with the design concept and general compliance with the plans and specifications under the Construction Contract. When necessary, PROFESSIONAL shall assist City in preparing Change Orders for construction of the project. In addition to these items, the following services shall be provided:

- a. The Firm shall attend the pre-construction conference, if requested by City.
- b. The Firm shall visit the project site at requested intervals up to four (4) as construction proceeds to observe and report on progress
- c. As requested by the City, the Firm shall provide necessary interpretations and clarifications of contract documents, assist with contractors Requests for Information, review change orders, and make recommendations as to the acceptability of the work.

7. Texas Department of Licensing and Regulation (TDLR). \$1,500

This is required for projects with pedestrian (sidewalk and barrier free ramp) elements with a construction cost greater than \$50,000. FIRM will submit construction documents to TDLR for compliance with Texas Accessibility Standards (TAS). This includes registering the project and completing all necessary forms/applications necessary. FIRM will also respond to TDLR comments and requests. CITY is responsible for obtaining the Notice of Substantial Completion and requesting/completing the final inspection with TDLR or a locally approved Registered Accessibility Specialist. CITY is also responsible for all fees associated with registering/inspecting the project with TDLR.

8. Reimbursables: \$1,500

Special Services

1. Final Drainage Design and Offsite Survey (If Required): \$ 60,000

- a. The Firm will provide preliminary and final plan and profiles at 1" = 20' scale for a storm drain

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system and laterals for Fort Worth Street. This storm drain system will discharge at the intersection of Fort Worth Street and Hillcrest Street. This design will take into consideration the entire basin and will provide tie-ins for future drainage systems along Hillcrest Street and McKown Drive. Hydraulic calculations for the underground system and inlets will be provided. It is assumed that the street sections will be parabolic for this design and no superelevated sections will be considered. A drainage system is not assumed to be proposed in Live Oak Street, as there is no suitable downstream outfall within these project limits.

- b. Offsite Drainage Channel analysis and design. The Firm will prepare an offsite drainage design of an earthen swale from the intersection of Fort Worth Street and Hillcrest Street to about 750 feet south, where a defined drainage channel exists behind the 1401 Heritage Parkway property. Preliminary and final plans will be prepared, at 1"=20" scale. It is assumed that downstream analysis will not be needed and is not included in this scope.
- c. Offsite Topographic Design Survey: Perform on-the-ground design survey for the offsite drainage design at the intersection of Fort Worth Street and Hillcrest Street to about 750 feet south, to where the connection to the earthen channel will be proposed. The Firm will provide topographic design survey which may include but is not limited to 1' contour intervals, horizontal and vertical location of existing surface features such as water valves, fire hydrants, telephone poles, sanitary sewer manholes and flowline information, storm drain system structures and flowlines and pipe sizes, curbs, edge of pavement, retaining walls, power poles, dig-tess pin flags, etc.
- d. Offsite Easements: Temporary or permanent easements are not expected to be necessary and has therefore not been included in this scope. If determined necessary during design, these services can be provided as an additional scope and fee.

2. Geotechnical Investigation: \$15,785

A geotechnical report will be prepared by a subconsultant to provide subgrade recommendations based on lime series tests for the proposed asphalt with concrete curb and gutter typical section. A soil analysis will also be performed for the offsite channel to determine existing soil classification and to provide stabilization recommendations.

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(FIRM)

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SUMMARY:

Basic Services

1. Survey Services:	\$28,530
2. Drainage Area Analysis, Drainage Plan Recommendation, and Preliminary Paving Analysis:	\$40,710
3. Preliminary Fort Worth and Live Oak Streets Paving, Sewer Design and Specifications:	\$95,140
4. Final Fort Worth and Live Oak Streets Paving, Sewer Design and Specifications:	\$87,270
5. Bid Phase Support Services:	hourly estimate \$5,100
6. Construction Phase Services:	hourly estimate \$4,600
7. TDLR	\$1,500
8. Reimbursables:	\$1,500

Special Services

1. Final Drainage Design and Offsite Survey (If authorized by Client)	\$46,990
2. Off-Site Survey for Drainage (If authorized by client)	\$13,010
3. Geotechnical Investigation:	\$15,785

Total Estimated Fee **\$340,135**

Progress payments shall be made monthly upon receipt of an invoice from The FIRM outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for services performed during the period in accordance with the standard hourly rates.

The aggregate of monthly progress payments shall not exceed the following:

- a. Until satisfactory completion of 90% interim review plans and specifications hereunder, a sum not to exceed 90% of the total fee, less previous payments.
- b. Until satisfactory completion of 100% final review plans and specifications hereunder, a sum not to exceed 98% of the total fee, less previous payments.
- c. Balance of earnings to be due and payable upon completion and preparation of the "Record Drawings".

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(FIRM) (CLIENT)

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Accepted for **CLIENT**

By: _____
Name: _____
Title: _____
Date: _____

Accepted for **SHIELD ENGINEERING GROUP, PLLC**

By: _____
Name: Jean-Marie Alexander, PE
Title: COO
Date: _____

The Client will pay all Impact fees, FEMA fees, submittal fees, and all other fees and taxes.

The Firm will provide the professional services listed above in accordance with local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

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Exclusions and Additional Services: This proposal was prepared based on information provided by the Client and the conditions known to Shield Engineering Group, PLLC at the time of preparing this proposal. Tasks not included in the scope will be considered Additional Services. If the Engineer is requested to become involved with any of the following items, the Firm will be pleased to provide them for additional fees to be determined at that time. Additional Services include any services not listed above and all other special or miscellaneous services specifically authorized by the Client. Authorized Additional Services shall be billed in accordance with the attached Hourly Rate Schedule or for a pre-negotiated lump sum fee approved by the Client. The following is an example of services which will be considered additional or excluded:

- Bidding Phase Services beyond those listed above.
- Construction Phase Services beyond those listed above.
- Subsurface Utility Engineering (SUE)
- Franchise Utility Relocation Coordination and Offsite Franchise Utility Coordination
- Traffic Analysis, Parking Flow Study, Signal Warrant Study
- Studies: Line of Sight, Water, Sanitary Sewer, Traffic, Flood
- Drainage Analysis Phase: No hydraulic pipe analysis or detailed inlet design and calculations will be provided.
- Special Use Permits for Oil And Gas Coordination
- Survey (beyond those listed above): As-Built Survey/ALTA Survey, Boundary Title Search, Easement & ROW documents/instruments, Right of Entry Documents, Vacation Instruments, Additional Closing Exhibits and Legal Descriptions, Grade Certification, Rail Certification, or any other surveying services beyond those listed above
- Demolition Plan
- City Encroachment Agreements
- TxDOT Driveway/Utility Permit, Design and Details
- Water Appropriations, FAA, TxDOT, TRA, Railroad, Driveway
- Landscape architecture and irrigation system design
- Environmental Waters of the US/Wetland permits
- LOMR, CLOMR,
- Design of pump house, fire alarms, flow test(s) and/or ground storage tank for fire protection system design
- Design of retaining walls, screening walls, detached structures, special brick paved areas, etc.
- Design of offsite spoil/borrow area for excavation material
- Geotechnical Investigations, Material Testing and Inspection Services
- Coordination of Building Permit Processing and TDLR Review shall be provided by Architect or a third-party reviewer. This includes review of the latest edition of the Texas Accessibility Standards (TAS).
- Services of Special Consultants
- Geotechnical Investigations, Material Testing and Inspection Services beyond those listed above
- Detailed intersection grading

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(FIRM) (CLIENT)

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2023 HOURLY RATE SCHEDULE

Principal / Director	\$300
Program Manager	\$280
Project Manager	\$250
Senior Professional Engineer	\$220
Professional Engineer	\$200
EIT II	\$150
EIT I	\$130
Designer	\$145
CAD Drafter	\$130
Support / Admin	\$ 95
Senior RPLS	\$245
RPLS	\$190
GIS Analyst	\$150
SIT	\$145
Survey Technician	\$115
Party Chief	\$115
Survey Crew Member	\$ 70

Hourly Rate Schedule as of the date of this contract is subject to change without notice.



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info@segpllc.com · www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 · TBPLS FIRM #10193890



City's Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION

Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Mansfield.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Mansfield.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Boycott Energy Companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a) above; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Mansfield.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”
 - a. means, with respect to the entity or association, to:
 - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b. does not include:
 - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
 - ii. a company ’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Mansfield.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.
2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.
3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page Follows

Signature of Company Representative

Date

Position/Title

CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print your completed Form 1295, have it signed and notarized. Submit your completed Form 1295 to your City of Mansfield department contact.