



CITY OF MANSFIELD

1200 E Broad Street
Mansfield, TX 76063
mansfieldtexas.gov

Meeting Agenda

Mansfield Economic Development Corporation

Tuesday, March 4, 2025

5:00 PM

City Hall - Council Chambers
1200 East Broad Street
Mansfield, TX 76063

1. **CALL MEETING TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **TEXAS PLEDGE**

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

5. **PUBLIC COMMENTS**

Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes.

In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a blue or yellow "appearance card" located at the entry to the city council chambers and present it to the board president.

6. **APPROVAL OF MINUTES**

7. **FINANCIALS**

8. **RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

B. **REAL ESTATE DELIBERATION**

Pursuant to Sec. 551.072, deliberation regarding the purchase, exchange, lease or value of real property.

C. **PERSONNEL MATTERS**

Pursuant to Sec. 551.074, deliberation regarding the appointment, employment,

evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

D. SECURITY DEVICES

Pursuant to Sec. 551.076, deliberation regarding security personnel or devices.

E. ECONOMIC DEVELOPMENT

Pursuant to Sec. 551.087, deliberation regarding Economic Development Negotiations including (1) discussion or deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; OR (2) deliberation of a financial or other incentive to a business prospect described in (1) above.

ED #25-01

F. CRITICAL INFRASTRUCTURE

Pursuant to Sec. 418.183(f) of the Texas Government Code (Texas Disaster Act) regarding critical infrastructure.

9. RECONVENE INTO REGULAR SESSION

10. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

11. OLD BUSINESS

12. NEW BUSINESS

[25-6461](#)

Resolution - A Resolution of the Mansfield Economic Development Corporation Board of Directors, Approving a Professional Services Contract with Landtec Engineers, LLC, in an Amount Not to Exceed \$149,650.00 for Construction Materials Engineering, Testing Services, and Special Inspections for the Mansfield Multiuse Stadium Project; Finding that the Meeting at which this is Approved is Open to the Public as Required by Law; and Declaring an Effective Date (MEDC)

Attachments: [Resolution - LandTec.docx](#)

[Exhibit A](#)

13. BOARD MEMBER COMMENTS

14. STAFF COMMENTS

15. ADJOURNMENT

CERTIFICATION

I certify that the above agenda was posted on the bulletin board next to the main entrance of the City Hall building, 1200 East Broad Street, of the City of Mansfield, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Friday, February 28, 2025, prior to 5:00 pm and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting, in accordance with the Chapter 551 of the Texas Government Code.

Mitzy Shannon MEDC Admin Asst, II



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 25-6461

Agenda Date: 3/4/2025

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the Mansfield Economic Development Corporation Board of Directors, Approving a Professional Services Contract with Landtec Engineers, LLC, in an Amount Not to Exceed \$149,650.00 for Construction Materials Engineering, Testing Services, and Special Inspections for the Mansfield Multiuse Stadium Project; Finding that the Meeting at which this is Approved is Open to the Public as Required by Law; and Declaring an Effective Date (MEDC)

Requested Action

Consider the Resolution

Recommendation

Staff recommends approving the Resolution

Description/History

This contract is outside the scope of the architect and construction manager as they are an independent third-party testing agency. They will verify the special inspections required by the project specifications and are completed in the field upon installation of the building materials by Moss Construction.

Justification

LandTec has previously provided the same services on other facility projects for the City and are highly qualified. Both staff and REV have reviewed and recommend approval of the proposed contract.

Funding Source

MEDC

Prepared By

Jason Moore, Executive Director

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH LANDTEC ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$149,650.00 FOR CONSTRUCTION MATERIALS ENGINEERING, TESTING SERVICES, AND SPECIAL INSPECTIONS FOR THE MANSFIELD MULTIUSE STADIUM PROJECT; FINDING THAT THE MEETING AT WHICH THIS IS APPROVED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (MEDC)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the Mansfield Multiuse Stadium Project is utilizing the Construction Manager at Risk (CMAR) delivery method, which City Council authorized on April 8th, 2024; and,

WHEREAS, the City approved the Guaranteed Maximum Price Amendment with Moss Construction, the CMAR, on December 9th, 2024, transitioning the Mansfield Multiuse Stadium Project into construction; and,

WHEREAS, Materials Engineering, Testing Services, and Special Inspections are required by Chapter 17 of the International Building Code; and,

WHEREAS, LandTec is an independent and experienced materials and geotech testing company; and,

WHEREAS, funding for the contract is available from the MEDC Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2.

The Professional Services Contract with LandTec Engineers, LLC, in an amount not to exceed \$149,650.00 for the Materials Engineering, Testing Services, and Special Inspections for the Mansfield Multiuse Stadium Project, is approved.

SECTION 3.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 4.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE Board of Directors of the Mansfield Economic Development Corporation THIS 4TH DAY OF MARCH, 2025.

Todd Simmons, Board President

ATTEST:

Nicole Zaitoon, Board Secretary

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 **LandTec Engineers, LLC** 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. 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 One Hundred Forty Nine Thousand Six Hundred Fifty Dollars and 00/100 (\$149,650.00) 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 agreed upon by the Parties. PROFESSIONAL shall invoice the City monthly for services actually performed, and subject to Article X, CITY shall pay within thirty (30) days of the receipt of said invoice. Notwithstanding the foregoing, services invoiced that were performed ninety (90) days or more before the invoice date shall not be billed without prior CITY authorization. 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.
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 VI.
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 VII. 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 VIII. 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 claim.
- 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 IX.
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 X.
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 XI.
**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 XII.
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's 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's 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 XIII.
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 XIV.
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 XV.
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, or agents 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 or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work prepared by said PROFESSIONAL, its employees, subcontractors, and agents subject to §271.904 of the Texas Local Government Code

ARTICLE XVI.
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, 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 negligent act or omission of PROFESSIONAL, its officers, 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 XVII.
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 XIII.
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 XIX.
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 XX.
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 XXI.
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 XXII.
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 XXIII.
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 XXIV.
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 XXV.
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 XXVI.
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 XXVII.
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 XXVIII.
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 XXIX.
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.: Jason Moore 1200 E. Broad St. Mansfield, Texas 76063 (817) 728-3651
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If intended for Professional, to:	LandTec Engineers, LLC Attn: _____ 3906 W IH-20, Ste. 100 Arlington, TX 76017 _____
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ARTICLE XXX.
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.

ARTICLE XXXI.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

PROFESSIONAL agrees to execute, simultaneously with this Contract, CITY's Verification and Certifications Required by Law form.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 20 ____, 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: _____
Jason Moore, Executive Director
Mansfield Economic Development Corporation

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
LandTec Engineers, LLC

By: _____
Name: _____
Title: _____

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Jason Moore, Executive Director, Mansfield Economic Development Corporation of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____ of LandTec Engineers, LLC.

Notary Public in and for the State of Texas

February 18, 2025
Proposal No. 4743

Jason Moore | Executive Director
Mansfield Economic Development Corporation
jason.moore@mansfield-texas.com

**RE: Proposal for Construction Materials Engineering & Testing Services and
Special Inspections
Mansfield Multi-Use Stadium (Structural Construction)
Mansfield, Texas**

Dear Jason:

In accordance with your request, we are pleased to submit the following proposal and cost estimate to provide Construction Materials Engineering, Testing Services and Special Inspections for the Mansfield Multi-Use Stadium in Mansfield, Texas.

We are providing this proposal based on the understanding that LandTec Engineers has been selected to perform the CMT services listed herein based on qualifications, therefore complying with the Texas Board of Professional Engineers, Engineering Practice Act. LandTec Engineers Professional Engineering Firm No is F-00329. If this proposal is considered based on a competitive bid process, LandTec will consider this proposal void and withdraw it from consideration.

It is LandTec's understanding that is proposal is for the structural portion of the project; it is our understanding that the civil infrastructure, including the building pad preparation is already under constructed and being tested by others. The requested scope is for the testing of the deep foundations, structural grade beams, slab-on-grade, slab on metal decks, structural steel, fireproofing, structural masonry and miscellaneous structural concrete as shown on the structural sheets S00-01 thru S-50 in the construction plans.

The information provided to prepare this proposal included the Project Manual Volume 1 and 2 and the Issue for Construction Plans Volume 1 and 2 dated February 7, 2024, prepared by Perkins and Will. Plans were provided via email by Sophia Lapping of Perkins and Will on February 14, 2025.

A construction schedule titled Mansfield Multi-Use Stadium Full Schedule, dated August 9, 2024, was provided via email by Ryan Carter of Moss Construction on February 14, 2025.

LandTec's Basic Scope of Services for Construction Materials Engineering and Testing services are described in "Basic Scope of Services" attached herein.

The basis for our Cost Estimate for Construction Materials Engineering and Testing is based reviews of the provided construction schedule as well as LandTec's estimate of durations for each work item using previous experience with projects of similar size and type of construction as noted on the cost estimate sheet (attached).

Client and LANDTEC may subsequently agree in writing to provide additional services to be rendered under this agreement for additional, negotiated compensation. The services provided by LANDTEC will be consistent with the engineering standards prevailing at the time and in the area where the work is performed; no other warranty, express or implied, is intended.

COMPENSATION

LANDTEC proposes to perform the “Basic Scope of Services” outlined herein on a **Time and Materials Basis at an estimated cost of \$149,650.00**. The attached Cost Estimate sheet presents the estimated number of hours, tests, transportation, report preparation and review time for the construction project. The spreadsheet also presents the unit rates for the various activities.

These costs represent our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated workforce requirements for specific task items may increase while others may not require the entire anticipated effort. This provides us with a greater degree of confidence in the overall project estimate, rather than in any given task.

This proposal and cost estimate is valid for 90 calendar days from the date indicated on the first page of the proposal.

AUTHORIZATION

We appreciate the opportunity to submit this letter agreement and look forward to providing construction materials engineering, testing and Special inspection services. If additional information is needed or if you have questions, please call.

Please indicate your approval by signing one copy of the proposal and returning it to us. Any modifications to the attached language must be accepted by both parties.

Sincerely,



G. Scott Graves, P.E., M.Eng.
Sr. Geotechnical Engineer



Thomas D. Baker, P.E., RPLS
Principal Engineer

*Texas Board of Professional Engineers and Land Surveyors
PE Firm No. F-000329 / RPLS Firm No. 100956-00*

LANDTEC ENGINEERS

Distribution by PDF: Jason Moore

Attachments: Basic Scope of Services
Cost Estimate
Terms & Conditions
GBA Statement

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "General Terms and Conditions" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

Please indicate your approval by signing one copy of the proposal and returning it to us.

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION

By: _____ (Signature)

Name: _____ (Please Print)

Title: _____

Date: _____

BASIC SCOPE OF SERVICES

The following paragraphs and attachments detail our Basic Scope of Services and Estimated Cost for the construction materials engineering and testing and Special Inspection, coordination of field technicians and related engineering review of testing for the project. The required “Special Inspections” will be completed per the Special Inspection Program as defined in the construction documents.

- Special Inspections: Provide inspections services for structural components installation including deep foundations, structural concrete, structural steel and masonry.
- Provide experienced engineering technicians to perform on site and laboratory testing services.
- Provide an experienced Project Manager under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas) to provide oversight and coordination of the engineering technician’s daily work, review test data, review test report submittals and prepare Special Inspection reports and letters.
- Under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas), LandTec’s administrative staff will distribute reports to personnel as determined by the Client.
- A Professional Engineer will provide final acceptance reports for each category tested at the completion of the project in accordance with the City of Mansfield requirements.

Based on our current understanding of the proposed construction project, LANDTEC proposes the following Basic Scope of Services. The estimated number of days for LandTec to be on site is listed and is the basis of our cost estimate.

Soils Observation and Testing (Foundation / Retaining Wall Backfill)

LandTec will provide testing on a periodic basis for the observation and testing of soils used in the backfill of structural elements including but not limited to the grade beams, structural retaining wall and in slab utilities. LandTec will perform applicable laboratory tests for each source of fill material. LandTec will observe the subgrade, soil placement, lift, thickness, and compaction of soils and fills and test for moisture and density. In-place moisture-density (compaction) tests will be taken in each lift of compacted fill material using a moisture density gauge.

Tests will be taken at an approximate frequency of one test per approximately 100 linear feet for trench or wall backfill or approximately every 2,500 square feet for slab areas at a minimum rate of three test per lift per day.

Drilled Shaft Pier Deep Foundations

Per Special Inspection Requirements, an engineering technician will observe the construction of drilled shaft piers including the reinforcing steel cage, bearing material, depth, cleaning of the pier hole, removal of any subsurface seepage, installation, and removal of temporary steel casing (if required), preparation of the pier log and placement of structural concrete. Samples of plastic concrete will be obtained for slump measurements and casting of compressive strength specimens.

Per Special Inspection Requirements, an ACI certified engineering technician will test the concrete for compressive strength, slump, air content and temperature for all concrete placed. Concrete will be sampled each 50 cy or fraction thereof for slump and a set of cylinders (6 each) will be cast and tested per each 50 cy or fraction thereof. The cylinders will be tested with one cylinder at 7-days, three at 28 days, and two held in reserve. Testing and observation of concrete placement will be performed on a “continuous” basis.

Concrete Reinforcement & Cast-in-Place Concrete Testing and Inspection

An experienced engineering technician will observe the size, spacing, cover, positioning and grade of the steel as well as verify the bars are free of deleterious material. The technician will also check bar laps and splices to determine they are adequately tied and supported. Observation of reinforcing steel will be performed on a “periodic” basis.

Per Special Inspection Requirements, an ACI certified engineering technician will test the concrete for compressive strength, slump, air content and temperature for all concrete placed. Concrete will be sampled each 150 cy or fraction thereof for slump and a set of cylinders (6 each) will be cast and tested per each 150 cy or fraction thereof. The cylinders will be tested with one cylinder at 7-days, three at 28 days, and two held in reserve. Testing and observation of concrete placement will be performed on a “continuous” basis.

Structural Steel

Per Special Inspection requirements, Structural steel inspections will be conducted on-site using structural plans and specifications and approved shop drawings provided by the contractor. During steel erection, “periodic” visits will be made to the site as scheduled by the contractor to visually inspect the installation and tightening of high strength bolts on bearing type connections. Inspectors are to verify size, length, and location of welds at the completion of welding on a continuous basis.

Inspectors will also visually inspect on a continuous basis, single pass fillet welds, floor and deck welds, and shear connections. The inspector will inspect the steel frame for compliance with structural drawings including bracing, member configurations and connection details. During steel erection, continuous inspection will be performed for complete and partial penetration welds, multipass fillet welds and single pass fillet welds greater than 5/16”.

The General Contractor (GC) and Architect or Structural Engineer will need to confirm that “a qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC Certified Plant, Category STD at the time of bid” was purchased.

Our scope of services and cost estimate do not include inspection of structural steel at the fabrication plant. If the GC has not selected a steel fabricator and plant for this project, LandTec can provide a scope and cost estimate for fabrication plant inspection services.

Structural Masonry & Grout

Per Special Inspection Requirements, an experienced engineering technician will be responsible for the inspection of the construction of mortar joints, reinforcement placement and structural elements. An experienced engineering technician will also be responsible for the inspection of grout to ensure the grouting area is clean, placement of reinforcement, and grout placement. Grout will be sampled each day, and a set of prisms (4 each) will be cast; the prisms will be tested for compressive strength with one at 7-days, two at 28 days, and one held in reserve. Testing and observation of masonry will be performed on a “periodic” basis.

Sprayed Fire-Resistant Material

Our field personnel will observe the fireproofing material spray-applied to the building frame. Thickness, density, and bond strength tests will be performed on the fireproofing material.

ADDITIONAL SERVICES / EXCLUSIONS

The following services are not included in the *Basic Scope of Services* and will be considered as *Additional Services* when required or requested:

- Additional hours or trips for the engineering technician beyond the specific hours/trips detailed on the attached spreadsheets.
- Additional engineering, site visits, report review and preparation time beyond what is outlined in Basic Scope of Services and detailed on the attached spreadsheets.
- Additional testing beyond that outlined in *Basic Scope of Services* on the attached spreadsheets due to changes in testing or inspection requirements by the City.
- The services of specialty sub consultants or other special outside services other than those described in *Basic Scope of Services*.

- Any other services not specifically included in *Basic Scope of Services* and on the attached spreadsheets.

This proposal does not include the following testing.

- Inspection of precast elements for this project which are cast off-site. Precast is typically inspected by an independent local testing agency hired by the precast company in the city where the precast is made.
- Testing contractor-built concrete masonry units
- Inspection and/or testing of MEP equipment
- Roofing
- Envelope Analysis
- Pressure testing or other types of testing on utility lines. Typically performed by the plumber or subcontractor/ general contractor.
- And any other items not specifically listed in Basic Scope of Services.

GENERAL INFORMATION

Requests for testing should be made a minimum of 24 hours in advance of work being performed. It is the contractor's responsibility to contact LandTec to schedule testing services. The contractor should not schedule testing services with the on-site engineering technician.

- Email dispatch: Ann Long at along@landteceng.com and Julie McCormack at jmccormack@landteceng.com
- Or you can call dispatch at 817-572-2818 during regular business hours between 8:00 am and 5:00 pm (central time zone).

The request should indicate the specific testing and/or observation services needed including type of testing (earthwork, concrete, rebar, structural steel, etc.), location, name, and mobile phone number of the onsite contact person. Technicians are not randomly sent to project construction sites to determine if the contractor and/or sub-contractors are working and if testing services are needed.

The General Contractor's Superintendent or Quality Control Representative should oversee and verify construction personnel follow the project plans and specifications for each of the construction items. Pre-construction and regular construction meetings are recommended prior to the start of each phase of work to review the contractors' schedule, work planned for a particular week and the anticipated need for testing services.

Tests will be conducted in all areas designated by the contractor's superintendent to be ready for testing at the time LandTec's testing representative is on site. Field test results will be given verbally to the Superintendent. Test reports will be submitted after the results are reviewed by the project geotechnical/materials engineer.

The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, employees, or agents of the contractor. LandTec Engineers does not have the obligation or authority to stop Contractor's work. Neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the work.

LandTec will not be responsible for the job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

The term "Observation, Observe" is defined based on consultant's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

The term "Inspect, Inspection" is defined as visual determination of conformance with specific requirements.

The term "Test(s), Testing is defined as measurement, examination, and other activities to assess the characteristics of performance of materials.

The term "Certification" is defined as the consultant's expression of a professional opinion based upon the services consultant performed. A certification does not constitute a warranty or guarantee, either express or implied.

COMPENSATION

The actual cost for Construction Materials Engineering and testing services is dependent on several items which are beyond LandTec's control.

- The contractor's rate of work and how the work is sequenced
- Quantity of equipment and experience of personnel on site
- Delays due to shortage of construction workers
- Delays in concrete delivery and/or cubic yards of concrete placed per day
- Weather conditions impacting daily work and the overall schedule

If unforeseen circumstances should arise, which indicate that more time is required, LandTec will provide a written estimate of the additional required time and cost. LandTec will not proceed with work beyond the estimated amount indicated on the spreadsheets without written authorization from the client. Charges to the project will be made for actual time spent on the project at the rates indicated on the cost estimate.

Notes for the cost estimate are as follows:

1. Field test rates are charged per test in addition to technician hourly rates.
2. A minimum of four hours' technician time and transportation charge will be billed for each call out, sample or specimen pickup.
3. A minimum of five concrete cylinders (per ACI) will be charged for each concrete placement.
4. Overtime rates are 1.5 times the regular rate for hours worked over 8 hours per day or hours before 7:00 AM and/or after 5:00 PM. Lab and field services performed on Saturday, Sunday and holidays will be charged at 1.5 times the regular rate.
5. Additional tests not included in this proposal will be quoted upon request.

Invoices are detailed as to date and type of sampling, test, observation, etc., and will be submitted monthly. Payment is expected within 30 days or less of the invoice date.

**Construction Materials Engineering and Testing (CoMET) and Special Inspections - Cost Estimate
Mansfield Multi-Use Stadium
February 2025**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Amount
Labor Cost					
	Sr. Engineering Technician	hr	200	75.00	15,000.00
	Sr. Engineering Technician (OT)	hr	70	112.50	7,875.00
	Engineering Technician	hr	650	70.00	45,500.00
	Engineering Technician (OT)	hr	30	105.00	3,150.00
	CWI (Certified Welding Inspector)	hr	110	85.00	9,350.00
	CWI (Certified Welding Inspector) (OT)	hr		127.50	-
	Project Manager (Site Visits)	ea	75	125.00	9,375.00
	Project Engineer (Site Visits)	ea	15	175.00	2,625.00
	Transportation	ea	190	60.00	11,400.00
	Troxler Moisture Density Gauge	ea	35	125.00	4,375.00
Subtotal =					108,650.00
Testing Units (Concrete Cylinders, Proctors, Etc.)					
					22,500.00
Project Engineering / Management / Administration					
					18,500.00
Subtotal =					41,000.00
Total Estimate =					\$ 149,650.00

Basis for our Cost Estimate:

Estimated cost for construction materials engineering and testing services is based on LandTec's estimate of durations for each work item using previous experience with projects of similar size and type of construction.

Estimated Quantities:

Soils (Foundation/Retaining Backfill): 35 Trips
 Drilled Shaft Piers (2 Senior Technicians): 12 Days
 Concrete (Pier Cap / Grade Beams): 20 Pours
 Concrete (Slab on Grade): 14 Pours
 Concrete (Slab on Metal Deck): 2 Pours
 Concrete (Miscellaneous): 8 Pours
 Masonry Construction: 5 Trips
 Structural Steel / Fireproofing: 35 Trips