

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 **LJA Engineering, Inc**, 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 Five Hundred Forty-Five Thousand Dollars and 00/100 (\$545,000.00) 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, it being acknowledged that PROFESSIONAL shall perform the services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. 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 \$250,000 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) (or such insurance should have a blanket additional insured endorsement) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;

2. Each policy will require that thirty (30) days due to the expiration, cancellation, or nonrenewal 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.
- E. To the fullest extent permitted by law, Engineer's total liability to the City or any other party claiming by or through this Contract for any and all claims, losses, expenses, or damages whatsoever arising out of or in any way related to the services or this Contract from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of the applicable insurance policies required under herein.

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 five (5) business 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, 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. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other

for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived.

**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 but only to the extent that such charge does not constitute betterment.

**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 a nationally recognized overnight courier delivery service 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 upon confirmation of actual receipt by the other party .

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:	LJA Engineering, Inc. Attn: Jim Wiegert 3017 W. 7 th Street, Suite 300 Fort Worth, Texas 76107 (469) 484-0771

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. CITY agrees to cooperate with PROFESSIONAL in facilitating the entry onto property CITY, its agents, employees, or contractors, may not be entitled to enter onto.

[Signature Page Follows]

EXECUTED this the ____ day of November, 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”
LJA Engineering, Inc.

By: _____
Name: Kyle Salzman, P.E.
Title: Senior Vice President

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 _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Kyle Salzman, P.E., Senior Vice President of LJA Engineering, Inc..

Notary Public in and for the State of Texas

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

PROJECT IDENTIFICATION

Heritage Parkway – Lone Star 360
City of Mansfield, Tarrant County, Texas
LJA Job No. NTP645-0226
LJA Proposal No. 23-22959

PROJECT DESCRIPTION

Scope and fee herein anticipate the preparation of one Public Infrastructure plan set (including UPRR crossing), and project coordination for the following as shown on Exhibit A-1 and A-2.

- 3,100 LF Heritage Parkway (90' ROW; 2-25' B-B)
- 375 LF 25' B-B Access Road
- 380 LF Gas Access Road
- 4,100 LF 30" Sanitary Sewer Line
- 1,000 LF 12" Waterline
- Union Pacific Railroad (UPRR) At-Grade crossing with quiet zone designation

SCOPE OF SERVICES

PRELIMINARY SERVICES

130. BOUNDARY VERIFICATION

Verify and field-tie existing parcel monumentation, to establish property corners adjacent to proposed Heritage Parkway right-of-way. This task will include locating of the physical monumentation referenced on the existing surveys or plats. Further analysis will be based on current deeds, current adjoining deeds, right-of-way maps. Title reports and all abstracts will be provided by City of Mansfield title company.

139. SUB-SURFACE UTILITY ENGINEERING (SUE)

Using appropriate non-destructive surface geophysical methods, determine the existence and horizontal position of subsurface utilities to within approximately one foot that meets Quality Level "B" SUE standards. Scope also includes up to ten (10) test hole pits (12' Deep Maximum) using non-destructive vacuum excavation methods to determine precise location and physical mapping up to Quality Level "A" SUE standards.

153. ALIGNMENT ANALYSIS AND NEGOTIATION

Coordination with the City of Mansfield and prepare a ROW map depicting the proposed Heritage Parkway alignment north of the UPRR Crossing and submit to the City for review. Meet with the City one time and incorporate one round of revisions based on City comments. This scope also includes staking the proposed alignment one time for the purpose of walking alignment with City, Client, and other sub-consultants. This map will be the basis of right-of-way, easements, and final design of proposed utilities.

This scope does not include the portion of Heritage Parkway between Lonestar Road and the UPRR crossing, as that is assumed to be established by others. LJA will coordinate with others, and implement alignment into the design.

159. UPRR CONCEPT PLAN

Using the preliminary concept plan provided by the City, coordinate with UPRR to update concept plan meets all UPRR standards and process through UPRR for full approval.

169. JURISDICTIONAL WATERS DELINEATION

North of the UPRR Crossing, identify potential jurisdictional Waters of the U.S. (WOUS) that may be present within the designated area. Provide findings in a report, including a map, that will include sufficient detail for submittal to the USACE as a request for official determination of the identified WOUS limits. This scope does not include the preparation of a Pre-Construction Notification to the USACE.

PRELIMINARY DESIGN SERVICES

200. UPRR PRELIMINARY ENGINEERING AGREEMENT

Based on the approved concept plan, assist City in obtaining a Preliminary Engineering Agreement as required by UPRR.

LANDSCAPE SERVICES

324. MEDIAN COMPLIANCE PLANTING PLANS

Prepare Compliance Planting Plans to comply with the City of Mansfield ordinance. Plans shall include Details and Notes required to show all planting areas and arrangement of plant materials as required by the City. Plant quality, species, size and spacing will be specified in a plant legend/schedule on the plan. Upon completion of the plans, process the plans through the City for approval. Should items outside this Scope of Services including special studies or non-standard structures be required, and additional services request will be submitted.

330. IRRIGATION PLAN

Prepare an Irrigation Plan for the construction of a complete irrigation system in compliance with all local and state irrigation code requirements. This task will include construction details and specifications, review of contractor submittals and response to RFIs. No site visits are included in this task. Upon completion of the plans, process the plans through the City for approval.

CIVIL DESIGN SERVICES

425. CONSTRUCTION PLANS

Upon the completion of the preliminary engineering agreement (task 200), prepare plans for the construction of erosion control, grading, storm drainage, paving, street signs, and streetlights. Upon completion of the plans, process the plans through the City and UPRR for approval.

Should items outside this Scope of Services including special studies or non-standard structures be required, an additional services request will be submitted.

Plan set to include the following items:

- 3,100 LF Heritage Parkway (90' ROW, 2-25' B-B)
- 375 LF 25' B-B Access Road
- 380 LF Gas Access Road
- 4,100 LF 30" Sanitary Sewer Line
- 1,000 LF 12" Waterline
- UPRR at-grade crossing with quiet zone infrastructure.

470. DESIGN COORDINATION

Attend meetings and coordinate with City, franchise utility providers, environmental consultant, geotechnical engineer, and others, including sharing of files and coordination meetings, as requested by Client.

Attend meetings and coordinate with UPRR throughout the design process. Attend a field diagnosis inspection with all stakeholders (City, UPRR, FRA) one time.

472. UPRR QUIET ZONE AGREEMENT COORDINATION

Upon the completion of the at-grade crossing construction, coordinate with the City and provide necessary forms, and exhibits to UPRR to establish a quiet zone designation. Agreement will be between City of Mansfield and UPRR.

SURVEYING SERVICES

610. TOPOGRAPHIC (DESIGN) SURVEY

Perform a field topographic survey in compliance with the standards and specifications of a Category 6, Topographic Survey as defined in the current Manual of Practice for Land Surveying in the State of Texas, published by the Texas Society of Professional Surveyors. The survey shall consist of elevations taken every 100' along street right-of-way; field shots including tops/toes of slopes, and a 100' x 100' grid to complete the topography. Existing perimeter streets, existing on-site structures, visible utility appurtenances, etc. will also be located.

Unless otherwise specified, the survey will be established using physical monumentation to identify the horizontal and physical control for the project area. The vertical control will be adjusted to North American Vertical Datum (NAVD) 88 for orthometric heights and GEOID 12A for geoidal separations with references to published benchmark information (if available).

SPECIAL SERVICES

820. EASEMENT LEGAL DESCRIPTIONS AND EXHIBITS

Prepare a metes and bounds legal description and graphic exhibit for the purpose of describing the location of the Heritage Parkway ROW, north of the UPRR crossing. Each legal description will be prepared based on a field survey of the subject tract or tracts of land affected by the easement. The easement description will meet the current Texas Board of Professional Land Surveying Standards and Procedures of Practice. The descriptions and exhibits will be provided to the Client or Client's agent to be included as part of the easement documents (prepared by others). A total of 2 separate instruments are anticipated.

861. UPRR UTILITY CROSSING PERMIT

Prepare and submit all necessary documentation to Union Pacific Railroad to obtain a permit for a utility crossing.

GENERAL CONDITIONS

This Scope is based on the following General Conditions:

- All negotiations and coordination with adjoining property owners will be by Client.
- All entitlements and accompanying engineering documents/studies have been approved.
- Construction contract documents will be prepared by others.
- Franchise utility coordination will be by others.
- Existing overhead electric poles will need to be relocated prior to construction.
- Road will be assigned in accordance with City of Mansfield subdivision ordinance and the approved Land Study.
- Pavement section design will be the responsibility of the Client and is not included in this Scope. City standards will be used unless otherwise directed by Client.
- Site will be mowed by Client prior to design surveys or verifications. Contractor shall be responsible for protecting stakes.
- Scope does not include UPRR signal design. Signal design shall be provided by UPRR and will invoice City directly for those services.
- All construction staking and control will be provided by others and is not included in this scope.
- All bidding services will be provided by others and is not included in this scope.
- UPRR crossing will be at-grade.
- All sub-consultant fees will be passed through to the City as a reimbursable. Sub-Consultants to include but not limited to flag men as required by UPRR,etc.
- Any flood studies will be prepared by others.
- City of Mansfield will provide all necessary title reports and abstracting for the purposes of locating easements, north of UPRR crossing.
- The median landscaping contemplated in this proposal is to accommodate City of Mansfield code minimums. No hard scape or monumentation is included in this scope.
- TCEQ submittals are not contemplated in this proposal.
- No enhanced pavement is contemplated in this scope.

COMPENSATION SCHEDULE

(HP) HERITAGE PARKWAY

PRELIMINARY SERVICES

130	Boundary Verification	Lump Sum	\$7,500
139	Subsurface Utility Engineering	Lump Sum	\$30,000
153	Alignment Analysis and Negotiation	Lump Sum	\$15,000
159	UPRR Concept Plan	Lump Sum	\$7,500
169	Jurisdictional Waters Delineation	Lump Sum	\$7,500

PRELIMINARY DESIGN SERVICES

200	UPRR Preliminary Engineering Agreement	Lump Sum	\$7,500
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LANDSCAPE SERVICES

324	Median Compliance Planting Plans	Lump Sum	\$10,000
330	Irrigation Plan	Lump Sum	\$5,000

CIVIL DESIGN SERVICES

425	Construction Plans	Lump Sum	\$350,000
470	Design Coordination	Hourly	\$50,000
472	UPRR Quiet Zone Agreement Coordination	Hourly	\$20,000

SURVEYING SERVICES

610	Topographic (Design) Survey	Lump Sum	\$15,000
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SPECIAL SERVICES

820	Easement Legal Descriptions and Exhibits	3 @ \$3,500/Each	\$10,500
861	UPRR Utility Crossing Permit	Lump Sum	\$10,000
Z99	Reimbursable Expenses		As Needed

TOTAL \$545,500

* Sales Tax will be added to these Survey Services

ADDITIONAL SERVICES

Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule below or on a lump sum basis agreed upon at the time the work is authorized.

BILLING RATES

LABOR CATEGORY	LOWEST	HIGHEST
Department Head (VP, Division Manager)	\$225.00	\$300.00
Senior Consultant	\$230.00	\$290.00
Director	\$200.00	\$285.00
Group Manager	\$195.00	\$265.00
Sr. Project Manager	\$190.00	\$260.00
Project Manager	\$135.00	\$210.00
Senior Project Engineer	\$140.00	\$215.00
Professional Engineer (Project Engineer, APM)	\$120.00	\$195.00
Graduate / Design Engineer	\$ 90.00	\$140.00
Sr. Civil Designer	\$ 90.00	\$175.00
Civil Designer	\$ 80.00	\$140.00
Sr. Planner	\$130.00	\$195.00
Planner	\$ 85.00	\$150.00
Sr. Landscape Architect (Studio Lead)	\$130.00	\$175.00
Landscape Architect	\$100.00	\$165.00
Landscape Designer	\$ 85.00	\$140.00
Sr. Construction Manager	\$120.00	\$195.00
Construction Manager	\$100.00	\$155.00
Resident Project Representative	\$ 85.00	\$145.00
Construction Engineer	\$ 85.00	\$145.00
Construction Inspector	\$ 70.00	\$135.00
GIS Developer	\$105.00	\$190.00
GIS Analyst	\$ 75.00	\$125.00
Survey Project Manager	\$130.00	\$210.00
Project Surveyor	\$110.00	\$170.00
Survey Technician	\$ 75.00	\$155.00
Clerical (Admin. Assistant)	\$ 60.00	\$125.00
Intern	\$ 45.00	\$ 85.00

SALES TAX FOR SURVEYING SERVICES

In accordance with *Rule 3.356 – Real Property Services* governed by the Texas Comptroller of Public Accounts, sales tax will be applied on services used to determine or confirm property boundaries, such as boundary recovery, lot surveying/pins, title surveying, right-of-way surveying, and final platting.

REIMBURSABLE EXPENSES

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.

Sincerely,



Landon King, PE
Senior Project Manager



Kyle Salzman, PE
Senior Vice President

LK/rr



EXISTING
OVERHEAD
ELECTRIC

NATIONAL PARKWAY
BORE CROSSING
(100 LF STEEL ENCASED)

EXISTING WATER LINE

EXISTING SANITARY SEWER

EXISTING GAS
LINE

375 LF 25'
B-B
CONCRETE
DRIVEWAY

3100 LF HERITAGE PARKWAY (SEE
EXHIBIT A2)

RELOCATE
EXISTING
RAILROAD
CROSSING

AT GRADE RAILROAD CROSSING
WITH QUIET ZONE

UPRR UTILITY BORE CROSSING
(150 LF STEEL ENCASED)

380 LF 25' E-E
GRAVEL ACCESS
DRIVEWAY

4100 LF 30" SANITARY SEWER

EXISTING GAS
LINES

FUTURE MIXED USE
DEVELOPMENT BY OTHERS

1000 LF 12" WATER LINE

ROUNDBOUT TO BE
CONSTRUCTED BY
OTHERS

BRITTON ROAD

WATER LINE
BY OTHERS

SANITARY SEWER BY
OTHERS

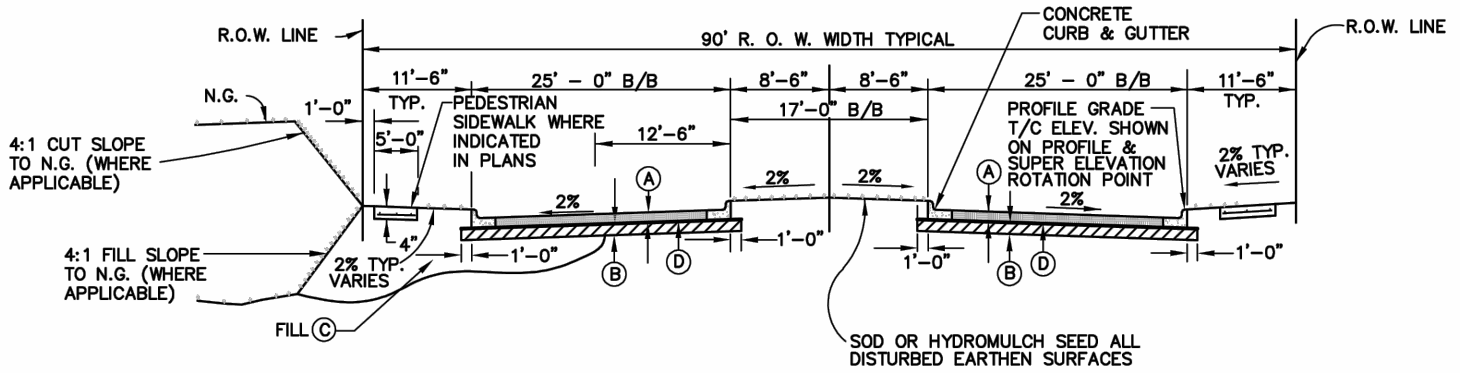
FUTURE LONE
STAR ROAD

EXHIBIT A1
MAJOR IMPROVEMENTS
HERITAGE PARKWAY

LJA Engineering, Inc. 
3017 W 7th Street Phone 469.621.0710
Suite 300
Fort Worth, Texas 76107 FRN - F-1386

Date Time: 11/16/2023 10:01 AM User Name: jacob.sanchez Path Name: s:\work\0226_402\land\402\exhibits\exhibit_a1\heritage_parkway\heritage_parkway_exhibit_a1.dwg

HERITAGE PARKWAY TYPICAL SECTIONS:

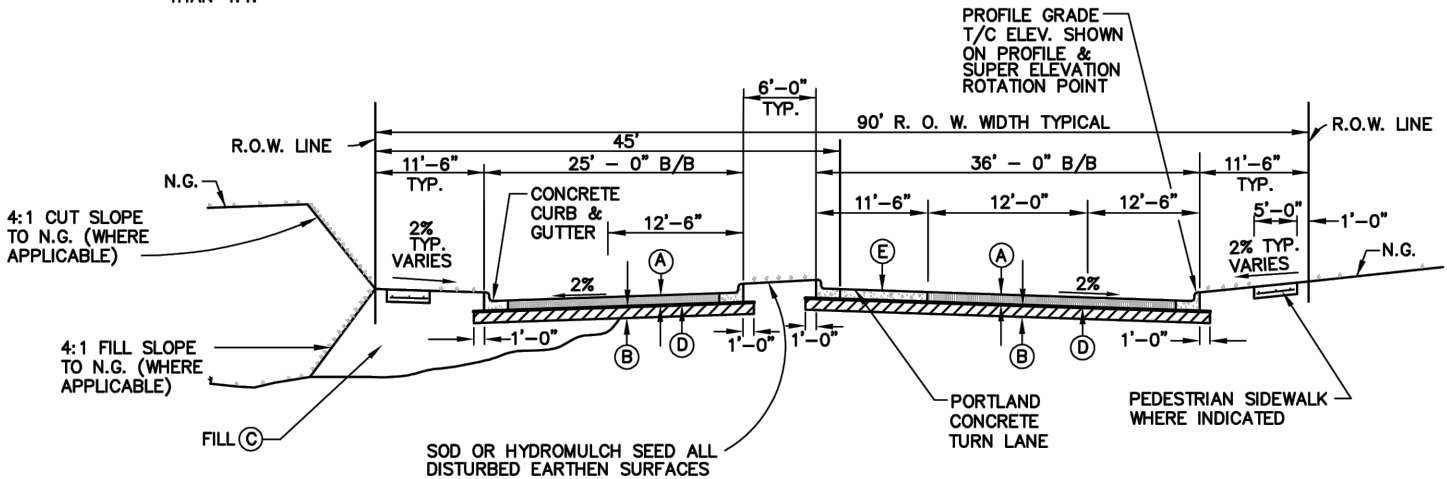


STANDARD SECTION

N.T.S.

NOTE:

PROVIDE EROSION CONTROL BLANKET ON SLOPES GREATER THAN 4:1.



LEFT TURN SECTION

N.T.S.

4 - LANE DIVIDED MAJOR ARTERIAL (M4D) TYPICAL SECTIONS

- (A) 9" HMAC - 6" TYPE A BASE COURSE, 3" TYPE D SURFACE COARSE (NCTCOG 302.9)
- (B) 12" STABILIZED SUBGRADE (SEE SHEET P-3, NOTE 5).
- (C) FILL EMBANKMENTS (EXTENDING TO EDGE OF SLOPES) SHALL BE COMPACTED TO A MINIMUM 95% ASTM D698 IN MAXIMUM 12" LOOSE, 6" COMPACTED LAYERS. MOISTURE SHALL BE OPTIMUM AND ABOVE.
- (D) CHIP SEAL UNDERLAYMENT (NCTCOG 404.4)
- (E) TURNING LANES, MEDIAN OPENINGS, AND INTERSECTIONS SHALL BE CONCRETE CLASS P2 (6 SACK, 4500 PSI) PER NCTCOG SPEC. 303.3.4.2

P-3, NOTE 5:

COMPACTION CONTROL

- a. IN PLACE COMPACTION CONTROL IS REQUIRED FOR ALL MIXTURES
- b. ASPHALTIC CONCRETE SHOULD BE PLACED AND COMPACTED TO CONTAIN NOT MORE THAN 9% (NINE PERCENT) NOR LESS THAN 5% (FIVE PERCENT) AIR VOID UNLESS OTHERWISE INDICATED
- c. PERCENT OF AIR VOIDS WILL BE CALIBRATED USING THE MAXIMUM THEORETICAL SPECIFIC GRAVITY OF THE MIXTURE DETERMINED ACCORDING TO TXDOT TEST METHOD TEX-227-F ROADWAY SPECIMEN, WHICH SHALL EITHER BE CORES OR SECTION OF PAVEMENT, WILL BE TESTED ACCORDING TO TXDOT TEST METHOD TEX-207F
- d. THE SAME SPECIMEN SHALL BE USED TO DETERMINE BOTH THE THEORETICAL DENSITY AND FIELD DENSITY.

EXHIBIT A2

TYPICAL SECTIONS

HERITAGE PARKWAY

LJA Engineering, Inc.

3017 W 7th Street

Suite 300

Fort Worth, Texas 76107

Phone 469.621.0710

LJA

FRN - F-1386