

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 Parkhill, 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. 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 Four Million Eight Hundred Thirteen Thousand Four Hundred and Ninety Dollars and 00/100 (\$4,813,490.00) as stated in Exhibit "B", 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 "C", if applicable. In the event of a conflict between Exhibit "B" 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 as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. PROFESSIONAL represents that all its employees who perform services under this Contract shall

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

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

ARTICLE IV. TIME FOR COMPLETION

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

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

ARTICLE V. REVISIONS OF SCHEMATIC DRAWINGS

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

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

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

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

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

ARTICLE VII.
TERMINATION

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

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

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

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

ARTICLE IX. **INSURANCE**

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

Risk Manager
City of Mansfield
1200 E. Broad St.

Mansfield, Texas 76063

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

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

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

ARTICLE X. MONIES WITHHELD

When CITY has reasonable grounds for believing that:

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

ARTICLE XI. NO DAMAGES FOR DELAYS

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

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

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

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

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

ARTICLE XIII. RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL'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 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, 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 XVII. INDEMNIFICATION

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

ARTICLE XVIII. SEVERABILITY

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

ARTICLE XIX. INDEPENDENT CONTRACTOR

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

ARTICLE XX. DISCLOSURE

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest,

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

ARTICLE XXI.
VENUE

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

ARTICLE XXII.
ENTIRE CONTRACT

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

ARTICLE XXIII.
APPLICABLE LAW

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

ARTICLE XXIV.
DEFAULT

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

**ARTICLE XXV.
HEADINGS**

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

**ARTICLE XXVI.
NON-WAIVER**

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

**ARTICLE XXVII.
REMEDIES**

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

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE XXIX.
CONSTRUCTION OF CONTRACT**

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

**ARTICLE XXX.
NOTICES**

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

If intended for City, to:

City of Mansfield
Attn.: Matt Jones
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4228

If intended for Professional, to:

Parkhill
Attn: Scott Nelson, AIA
3000 Internet Blvd, Suite 550
Frisco, TX 75034
(972) 987-1670

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.

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

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

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects and interior designers in Texas. Notwithstanding the foregoing, CITY may pursue any rights or remedies available at law or in equity.

[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: _____
Matt Jones
Assistant City Manager

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
Parkhill, Inc.

By: _____
Scott Nelson, AIA
Principal

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

 This instrument was acknowledged before me on the _____ day of _____,
20____, by Matt Jones, Assistant City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of _____,
20____, by Scott Nelson, AIA, Principal of Parkhill, Inc.

Notary Public in and for the State of Texas

EXHIBIT A – SCOPE OF SERVICES

City of Mansfield – New City Hall

DESIGN SERVICES

Parkhill proposes to provide the following Professional Architecture and Engineering Services for the Project's Scope of Services.

ANY TASK/SERVICES INCLUDED IN A GREY BOX WILL BE CONSIDERED FUTURE AND/OR ADDITIONAL SERVICES.

TASK 1 | PRE-DESIGN SERVICE

A. PEER BENCHMARKING ANALYSIS

A/E will conduct Peer Benchmarking analysis of cities identified by the Client to determine best practices for staffing and space needs. Areas of analysis to include:

- Population Projections: review and aggregate 10-year population projections from local, state, and national sources.
- Collect and analyze staffing benchmarking data from up to 5 peer cities.
- Staffing Projections: develop a 10-year projection for staffing by department based on historical trends, peer benchmarking, and department input.
- Site Tours – Attend With Client up to five (5) different sites.

Meetings: Two (2)

Deliverables

- Site Tours (1-Day)
- Analytics Projections & Report

B. SPACE PROGRAM

Parkhill will work with CLIENT to begin determining and defining programmatic elements for the site and building facilities as well as develop Project goals, needs, and assumptions.

Meetings: Two (2)

Deliverables

- Space by Space Program

C. WORKPLACE STRATEGY

Parkhill will analyze existing floor plans in conjunction with our analysis of the physical workplace needs and conceptual options to help develop various work styles and functions that might best meet the needs.

- Evaluation of your existing workplace and workforce data including occupancy data and current work frameworks in order to understand current conditions.
- By reviewing and analyzing existing floor plans in conjunction with our analysis of the physical workplace and conceptual options, Parkhill will help develop various work styles and functions that might best meet your needs in both your current and future spaces.
- We will take a data-driven approach to generate conceptual retrofit/re-programming recommendations. Re-programming support would be informed by plan analysis and our previous research efforts including our on-going thought leadership in workplace and wellness in order to better understand current desired work styles of different organization employee groups.

Meetings: Two (2)

D. PROJECT DELIVERY METHODS

Parkhill will review with CLIENT the various project delivery methods (i.e., Construction Manager at Risk, Design/Bid/Build, Design/Build, Integrated Project Delivery, etc.) and identify which delivery method will best serve the Project Scope. If needed, Parkhill will assist CLIENT in solicitation and procurement of the General Contractor including review/scoring of Contractors RFQs and interviews.

Meetings: Two (2)

E. CONCEPT DESIGN

Concept Design will begin with an integrated design workshop to develop up to three (3) design concepts. Parkhill will develop Concept Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components. Site Design will focus on overall Master Plan for future buildout of the site including future buildings (block diagramming), parking and amenities.

Meetings: Eight (8)

Deliverables:

- Floor Plan
- Site Plan
- Elevations & Massing Study
- Opinion of Probable Cost

F. SITE ENTITLEMENT

A/E will assist with the process of Entitlements in obtaining discretionary approvals for the right to develop and/or construct on a property for its desired use(s).

Our services during Entitlements may include preparation and/or submittal of the following:

- Engineered Site Plan
- Preliminary and Final Plat
- Variance Requests
- Special Use Permits
- Driveway Access Permits
- Public Hearing(s)
- Planning and Zoning Hearing(s) and Preliminary Site Plan Approval
- City Council Hearing(s) and Final Site Plan Approval
- Due Diligence
- Architectural Review Board Hearing(s) for Approvals required by Governmental Authorities Having Jurisdiction over the Project

G. SURVEYING

A/E will provide surveying services for the project site which will include boundary, topographic, trees (6" and larger) and utility designation.

H. GEOTECH SURVEY

A/E will provide test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, with written reports and appropriate recommendations.

- Four (4) Building Borings
- Thirteen (13) Site Borings

I. PRESENTATION COLLATERAL

Upon the selection of a Design Concept, Parkhill will prepare presentation collateral that may include the following:

- Interior/Exterior Renderings
- “Fly-through” Animations

TASK 2 | DESIGN SERVICES

A. SCHEMATIC DESIGN

The Schematic Design Documents will include the design for the total build out of the Project based on the Conceptual Design Package. Parkhill’s Architectural Plans will be prepared using Autodesk Revit (BIM Software). Parkhill will develop the Concept Design into a refined document and provide supporting documents illustrating the architectural style of the façade and floor plan.

Deliverables:

- Floor Plan
- Site Plan
- Elevations & Massing Study
- Opinion of Probable Cost

B. DESIGN DEVELOPMENT SERVICES

Parkhill will provide Design Development Documents based on approved Schematic Design Documents and updated Project Budget. The documents will illustrate and describe refinement of the design of the Project establishing the Scope, relationships, forms, size, and appearance of the Project by means of plans, elevations and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and, in general, their quality levels.

Parkhill will include in its Basic Services, the preparation of two (2) interior design color schemes, for each building, for the Client’s selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Client, Parkhill will proceed to develop one in-depth color, finish and texture submittal for the Client’s approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. Additional meetings, if required, will be Additional Services. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Client. As an optional Additional Service plus reimbursable expenses, a product sample presentation board of the approved color scheme can be prepared for use by the Client.

Deliverables:

- Code Sheets
- Floor and Roof Plans
- Site Plan
- Interior and Exterior Elevations
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules
- Finish Schedule
- Outline Specifications
- Opinion of Probable Cost

C. CONSTRUCTION DOCUMENT SERVICES

Parkhill will provide Construction Documents based on approved Design Development Documents and an updated Project Budget. The Construction Documents will be based on the

use of AIA A201-2017 General Conditions of the Contract for Construction and will include requirements for construction, drawings and specifications that establish, in detail, the quality level of systems and materials. Parkhill will assist CLIENT in the preparation of an AIA construction contract between the CLIENT and contractor, AIA A201-2017 General Conditions of the Contract for Construction and other standard AIA contract forms that may be required.

Deliverables:

- Code Sheets
- Floor and Roof Plans/Details
- Site Plan/Details
- Interior and Exterior Elevations/Details
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules and Details
- Finish Schedule and Plans
- Specifications and Project Manual

D. BIDDING AND PERMITTING

Parkhill will assist CLIENT in the preparation of necessary bidding information, bidding forms, an AIA construction contract between the CLIENT and contractor, AIA A201-2017 General Conditions of the Contract for Construction and other standard AIA contract forms that may be required. Parkhill will inform CLIENT, to the best of their knowledge, and will assist CLIENT in connection with CLIENT's responsibility, for filing documents required for approval of governmental authorities having jurisdiction over the Project.

SUPPLEMENTAL DESIGN & ENGINEERING SERVICES:

E. CIVIL ENGINEERING

Architect to provide on-site development services including parking lots, sidewalks, drainage and vehicle circulation. Supplemental Services plus reimbursable expenses shall include extension of off-site utilities and/or roads, if any. Construction Plan Approval will be on an hourly basis which anticipates two (2) resubmittals and representation at one (1) public hearing.

F. LANDSCAPE DESIGN

Architect to provide planting and irrigation design services, as well as, connections to existing flatwork within Project Boundary.

G. FURNITURE, FIXTURES & EQUIPMENT DESIGN/SELECTION

Services include assisting in selections relating to moveable furniture, fixtures and equipment. These tasks may include:

- Evaluation FF&E Needs
- Develop FF&E Budgets
- Showroom Tours
- Product Selection
- Evaluate Procurement Method
- Develop Bid/Purchase Specification Binder
- Coordinate installation & Review installed product

H. WAYFINDING & SIGNAGE

Services include design and coordination of building wayfinding and signage.

I. AUDIO/VIDEO DESIGN

Audio/Video infrastructure and active equipment design for presentation and meeting spaces to include:

- A/V design to include infrastructure to support AV spaces and any ADA required audio systems.
- Evaluation of relevant AV active equipment to determine the infrastructure needs of the presentation spaces, specifications and drawings associated with the AV infrastructure system.
- Develop A/V room layouts and assist with power requirements, screen locations, conduit, floor boxes and speaker locations.

J. IT/DATA/SECURITY DESIGN

Information Transport Systems infrastructure design services may include:

- Technology infrastructure design to support voice and data.
- Main MDF/Server Room layout, design and power/cooling coordination.
- Telecom Rooms design, layout and connectivity.
- Infrastructure design to support wireless access connectivity throughout building.

Electronic Security systems design may include:

- Access Control
- Intrusion Detection
- Electronic Surveillance
- Emergency Notification and Duress

K. SECURITY DESIGN

Services include security design access control and alarm monitoring, security video surveillance and recording, and security system voice communications.

Security Design services may include:

- Attend Design Meetings to become familiar with design expectations, goals, and objectives
- Security Design Narrative

L. ACCESSIBILITY

Services include design review and recommendations to comply with the requirements of the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards (TAS) for projects in the State of Texas. These tasks include:

- Preliminary Plan review (SD, DD, CD)
- TDLR Registration

TASK 3 | CONSTRUCTION ADMINISTRATION SERVICES

A. CONSTRUCTION ADMINISTRATION SERVICES

As an hourly service, Parkhill will be the representative of and will advise and consult with CLIENT during construction until the final payment to the contractor is due. Parkhill will have authority to act on behalf of CLIENT only to the extent provided in this Proposal, unless otherwise modified by written instrument.

Parkhill will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by CLIENT and Parkhill in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, Parkhill will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an Architect, Interior Designer, Landscape Architect or Engineer, Parkhill will keep CLIENT informed of the progress and quality of the Work.

Based on Parkhill's observations and evaluations of the contractor's Applications for Payment, Parkhill will review and certify the amounts due to the contractor.

SERVICES BY CLIENT

CLIENT will provide access to Work site, obtain applicable permits, provide appropriate legal services in connection with the Project, and provide environmental impact reports and energy assessments, unless specifically included in Parkhill's Scope of Work. CLIENT shall pay the costs of inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by this Proposal.

EXCLUDED SERVICES

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Off-site Utility Design
- Environmental Reports/Study
- Platting
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Preparation of Construction Documents for more than three (3) bid package
- Fast-track Construction
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Commissioning and Special Inspections
- Traffic Impact Analysis

END OF SCOPE OF SERVICES

EXHIBIT B – FEE

PROJECT ASSUMPTIONS	SF	CONSTRUCTION COST	Comments
Building + Site	60,000	\$ 45,000,000	2-3 Story Building; 100-200 parking spaces
Service	Fee Type	Fee	Comments
TASK 01 PRE-DESIGN SERVICES			
Peer Benchmarking Analysis	Lump Sum	\$ 10,560.00	
Space Program	Lump Sum	\$ 13,530.00	
Workplace Strategy	Lump Sum	\$ 4,570.00	
Project Delivery Methods	Lump Sum	\$ 9,570.00	
Concept Design	Lump Sum	\$ 95,660.00	Up to 3 design concepts
Site Entitlement	Est. Hourly	N/A	
Survey	Lump Sum	\$ 18,400.00	Boundary, Topo., Utility Designation
Survey - Tree Location	Lump Sum	\$ 7,760.00	150 Trees Tagged; \$35/additional Tree
Geotechnical Survey	Lump Sum	\$ 21,850.00	4 bldg, 13 site borings
Presentation Collateral	Lump Sum	\$ 22,500.00	6 Renderings
Subtotal		\$ 204,400.00	
TASK 02 DESIGN SERVICES			
			% of Const. Cost
Architecture	Est. % of Const.	\$ 2,193,360.00	4.9%
Interior Design	Est. % of Const.	\$ 153,040.00	0.3%
MEP Engineering	Est. % of Const.	\$ 506,800.00	1.1%
Structural Engineering	Est. % of Const.	\$ 206,960.00	0.5%
Civil Engineering	Lump Sum	\$ 125,000.00	
Construction Plan Approval & Coord.	Est. Hourly	\$ 68,750.00	2 Resubmittals; 1 Public Hearing
Landscape Architecture	Lump Sum	\$ 82,800.00	1 Resubmittals; 1 Public Hearing
FF&E Design/Selection	Lump Sum	\$ 198,000.00	
Wayfinding/Branding & Signage	Lump Sum	\$ 36,000.00	
Food Service Consultant		N/A	
Audio/Video/Acoustic Consultant	Lump Sum	\$ 43,608.00	
IT/Data/Security Consultant	Lump Sum	\$ 52,992.00	
Accessibility Consultant	Lump Sum	\$ 5,030.00	
Subtotal		\$ 3,672,340.00	
TASK 03 CONSTRUCTION ADMINISTRATION SERVICES			
			% of Const. Cost
Construction Administration	Est. Hourly	\$ 844,240.00	1.9%
Construction Administration - Civil/LA	Est. Hourly	\$ 33,350.00	
Subtotal		\$ 877,590.00	
REIMBURSABLE EXPENSES			
Printing/Reproductions/Copies		\$ 33,300.00	
Travel/Incidentals		\$ 23,800.00	
ADA Registration & Inspection	Lump Sum	\$ 2,060.00	
Subtotal		\$ 59,160.00	
Total A/E Fee		\$ 4,813,490.00	
SUPPLEMENTAL SERVICES			
Material Testing	Lump Sum	\$ 69,000.00	
Structural Design - Suspended Slab	Lump Sum	\$ 15,000.00	
Additional Design Concepts	Lump Sum	\$ 25,000.00	Per Additional Concept
Additional Bid Package	Lump Sum	\$ 22,500.00	Per Additional Bid Package
Subtotal		\$ 62,500.00	

EXHIBIT C – PARKHILL HOURLY RATE SCHEDULE

Parkhill
Hourly Rate Schedule
 January 1, 2024 through December 31, 2024

Client: City of Mansfield Project: City Hall
 Agreement Date: 2/1/2024 Location: Mansfield, TX

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$88.00	Architect	\$186.00	Architect	\$305.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
Architect	\$163.00	Structural Engineer	\$253.00	Structural Engineer	\$410.00
Civil Engineer	\$184.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Electrical Engineer	\$190.00	Other Professional	\$193.00	Other Professional	\$392.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$151.00	Architect	\$275.00		
Mechanical Engineer	\$181.00	Civil Engineer	\$319.00		
Structural Engineer	\$179.00	Electrical Engineer	\$317.00		
Survey Tech	\$146.00	Interior Designer	\$218.00		
Other Professional	\$148.00	Landscape Architect	\$236.00		
		Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.