

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 **KIMLEY-HORN AND ASSOCIATES, 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 One Hundred Thirty-Two Thousand Dollars and 00/100 (\$132,000.00) 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 agreed upon by the Parties. PROFESSIONAL shall invoice the City monthly for services actually performed, and subject to Article X, CITY shall pay within thirty (30) days of the receipt of said invoice. Notwithstanding the foregoing, services invoiced that were performed ninety (90) days or more before the invoice date shall not be billed without prior CITY authorization. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to PROFESSIONAL when PROFESSIONAL is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if PROFESSIONAL is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

ARTICLE III.
CHARACTER AND EXTENT OF SERVICES

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

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

ARTICLE IV.
TIME FOR COMPLETION

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

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

ARTICLE V.
REVISIONS OF SCHEMATIC DRAWINGS

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

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

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

ARTICLE VI. **PROFESSIONAL'S COORDINATION WITH OWNER**

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

ARTICLE VII. **TERMINATION**

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

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

ARTICLE VIII. **OWNERSHIP OF DOCUMENTS**

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and

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

ARTICLE IX. **INSURANCE**

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

2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

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

3. The term “Owner” or “CITY” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase “other insurance” shall not apply to CITY where CITY is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY’s decision thereon shall be final.
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

D. PROFESSIONAL agrees to the following:

1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;

3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;
4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X. MONIES WITHHELD

When CITY has reasonable grounds for believing that:

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

ARTICLE XI. NO DAMAGES FOR DELAYS

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

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

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

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

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL'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 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 Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

ARTICLE XXIII.
APPLICABLE LAW

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

**ARTICLE XXIV.
DEFAULT**

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

**ARTICLE XXV.
HEADINGS**

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

**ARTICLE XXVI.
NON-WAIVER**

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

**ARTICLE XXVII.
REMEDIES**

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

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

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

ARTICLE XXIX.
CONSTRUCTION OF CONTRACT

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

ARTICLE XXX.
NOTICES

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

If intended for City, to:

City of Mansfield
Attn.: Todd Williams, CGCIO
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4281

If intended for Professional, to:

Kimley-Horn and Associates, Inc.
Attn: Darin Bjork, P.E.
2600 N. Central Expressway, Suite 400,
Richardson, TX 75080
(972) 770-1384

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.

[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: _____
Troy Lestina
Deputy City Manager/CFO

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager/
Deputy City Attorney

“PROFESSIONAL”
Kimley-Horn and Associates, Inc.

By: _____
Name: Scott Arnold, P.E.
Title: Vice President _____

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

 This instrument was acknowledged before me on the _____ day of _____,
2025, by Troy Lestina, Deputy City Manager/CFO 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 _____,
2025, by Scott Arnold, P.E., Vice-President of Kimley-Horn and Associates, Inc.

Notary Public in and for the State of Texas

EXHIBIT “A” Scope of Services

Project Understanding

The City of Mansfield will be constructing a new City Hall near the intersection of Regency at Heritage Parkway. The current location of City Hall serves as the primary hub for fiber and wireless communication to support the City’s communication network. The City has requested a proposal for professional services to develop plans, specifications, opinion of probable construction cost, and procurement documents for proposed fiber optic infrastructure to the new City Hall. This project will also include fiber connections to the Service Center, an existing communication tower located at the Police facility near the intersection of Commerce Drive and Heritage Parkway, and reestablish connections with city facilities currently connected to the existing fiber network. The figure below represents the preferred fiber routing recommended in the Fiber Route Assessment for New City Hall Technical Memorandum released on July 18, 2024.



Project Exhibit

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1.0 Project Management

Subtask 1.1 Kick-off Meeting

Kimley-Horn will meet with the City to establish design criteria and begin the process of collecting data to be used on the project. During this meeting, reporting requirements as they relate to invoicing and task status will be identified. Kimley-Horn will use their standard template for the invoice format and will provide the template to the City for review. The kick-off meeting will be one hour in duration and will be held at the City.

Subtask 1.2 Status Reports and Invoicing

Monthly status reports will be prepared and submitted to the City. Status reports will contain a concise report of project progress and contract fulfillment. This report will address technical progress, contract progress, and management-related topics. Monthly invoicing will be part of the status report package.

Subtask 1.3 Project Status and Review Meetings

In addition to the reporting requirements outlined in Subtask 1.2, project status meetings with the City will help the Kimley-Horn maintain schedule and contract adherence. Up to two project status/technical meetings may be necessary over the course of this task. These meetings may occur at the end of the 60% and 90% PS&E submittals. Kimley-Horn will prepare agenda, materials, and meeting notes for this meeting.

Task 2.0 Data Collection

This task includes collection and organization of data by the Kimley-Horn for use in other project tasks. The specific type, quantity and other requirements of data to be collected, reduced, and organized by Kimley-Horn are described in the following subtasks.

Subtask 2.1 Compile Base Map Data

Kimley-Horn will compile 1" =40' digital orthophoto base maps or construction and grading plans supplied by the City for the project corridor(s) and any available traffic signals. Base maps supplied by the City may be in AutoCAD or MicroStation format if available. Kimley-Horn will rely on Nearmap aerial photography along the project corridor for use as a base map for design, if no geometric data can be obtained from the City. Specific field data that is to already be identified by the City supplied aerial photography and/or as-builts include existing:

- Culvert structures
- Drainage structures
- Light poles
- Utilities (underground & overhead)
- Driveway openings
- Curb, sidewalk and driveways
- Right-of-way or Utility Easements
- Conduit system (i.e., conduit and ground boxes)

Kimley-Horn assumes no responsibility to the accuracy of the data supplied by the City. Kimley-Horn will not prepare comprehensive base maps for this project from right-of-way to right-of-way.

Subtask 2.2 Existing System Field Verification

Upon receipt of mapping from the City, Kimley-Horn will perform a field review, in conjunction with the City staff, of the project corridor(s) to confirm physical features shown on the base mapping and determine additional needs and/or missing features (if any). This field review will occur at the end of the Kick-off Meeting under Subtask 1.1. During this field visit, Kimley-Horn will review preliminary locations for ground boxes and conduit routing with the City present to streamline the initial design phase review process. Much of the preliminary fiber infrastructure routing was established in the City Hall Fiber Study recently completed by Kimley-Horn.

During this task Kimley-Horn will also obtain data on existing fiber termination and assignments at the existing City Hall location, Municipal Activities Center (MAC), and Service Center.

Subtask 2.3 Compilation of Design Information

Kimley-Horn will compile available specifications, standard detail drawings, and other design information from the City or TxDOT and other sources and will prepare a list of other needed data.

Task 3.0 High-level Fiber Network Architecture Exhibit

The purpose of this task is to develop a fiber transition or cutover plan between the City's existing fiber serving City Hall and necessary splicing between city facilities to minimize downtime on the network. Kimley-Horn will develop a high-level fiber network architecture exhibit identifying fiber backbone cables, assignments, terminations, and splicing procedures. The exhibit will also identify network router/switch port assignments between city facilities.

Kimley-Horn will submit the exhibit to the City for review. Once the City has approved the network architecture plan, these details will be included in plan development below.

Task 4.0 Fiber Optic Infrastructure Design

The following tasks will develop plans for the construction of conduit infrastructure and ground box infrastructure to support fiber optic cabling necessary to connect the City facilities within the project limits. The design will be detailed over aerial photography identifying design elements, right-of-way, design callouts, construction notes, and quantity of materials.

Subtask 4.1 Preparation of Plans

This task will develop design plans that detail fiber network infrastructure. A sample plan sheet will be submitted to the City for review. This submittal will illustrate how a typical plan sheet will convey the design through use of line styles, photography, recommended symbology for the field elements, conduit/cable schedule, and conduit and ground box symbols.

New conduit infrastructure, fiber optic ground boxes, fiber optic cable routing, and City facilities will be indicated on schematics using a series of photos, aerial photography, and informational callouts. Specific items to be designed are highlighted in **Subtasks 1.1.1** through **1.1.3**. The layout sheets will indicate a north directional arrow and a bar scale, if applicable. Plans will show the connection of each City facility to the main trunk line. Pertinent existing features and known items removed or relocated will be indicated on the plans. In addition, known utilities will be shown and provided by the City in GIS or MicroStation format, if available, or at a minimum in PDF format. Kimley-Horn will rely on utility locate information, provided by Texas 811, and not provide subsurface utility investigation services or be responsible for accuracy of utility information provided. Kimley-Horn will not be responsible for damage to utilities due to construction.

In general, the sheets will be organized as follows:

- Title Sheet
- Detailed Index Sheet
- Location Map(s)
- General Notes and Specification Data Sheets
- Quantity Summary Sheets
- Fiber Optic System Layouts
- Fiber Optic Schematics
- District Standard Details
- State Standard Details

Layouts prepared by Kimley-Horn shall be submitted for review and comment by the City at the following stages of development:

1. 60% Submittal. Preliminary plans showing title sheet, general notes, special/standard detail drawings, as well as a design layout including street names, legend, scale, north arrow, equipment locations, preliminary traffic control plan and construction sequence plan, communications sizing and routing, and preliminary fiber termination details.

Kimley-Horn will provide an electronic PDF to the City for review. Kimley-Horn will meet with the City and conduct a field review of the plan layouts. Up to two hard copies of the plans will be provided if requested by the City.

2. 90% plans review. 90% plans will incorporate appropriate review comments from 60% plans review. In addition, these plans will include a project summary sheet (quantity summary) and a construction time estimate. Kimley-Horn will prepare plans showing title sheet, general

notes, specification list, special specifications, special/standard detail drawings, as well as design layout including street names, legend, scale, north arrow, equipment locations, preliminary traffic control plan, communication design, power distributions, and right-of-way.

Communication schematics will be further developed to show fiber splice details, assignments, and termination information.

Cabling-conduit design will be conducted as follows:

- determine cable routing and terminations
- determine electrical conductor size
- establish conduit sizing and location
- field check communications conduit routing and resolve utility conflicts, drainage issues, landscape, etc.

Kimley-Horn will provide an electronic PDF to the City for review. Up to two hard copies of the plans will be provided if requested by the City.

3. 100% Submittal. Final plans will incorporate appropriate review comments from all prior plan reviews. In addition, these plans will include an updated project summary sheet (quantity summary), applicable TxDOT Standards, and Kimley-Horn's seal. The City will provide standard boiler plate procurement contract language and documents for inclusion in a bid proposal book. The final PS&E submittal will include:

- An electronic PDF, signed, sealed and dated by a Professional Engineer registered in the State of Texas;
- Three (3) copies of complete 11" x 17" plans on paper;
- Three (3) proposals (includes general notes, specification list, special specifications, special provisions, the City contract documents, bid items, Engineer's seal, etc.);
- Three (3) hard copies and one (1) electronic copy of Kimley-Horn's estimate of probable cost in Excel format;
- Three (3) construction schedules in Excel format.

Kimley-Horn shall establish target dates on which the plans shall be submitted for review at the above stages of development. Plans shall be arranged per the TxDOT's published guidelines. Kimley-Horn shall complete the revisions prior to the next submittal deadline and inform the City when the revisions on the checklist have been completed.

Major revisions requested after the final review stage will be negotiated with the City. Changes to quantities, item numbers, and notes shall be considered as minor changes, and may be required at any time prior to the bid letting.

Subtask 4.1.1 Conduit System

Kimley-Horn will meet with the City during the Kick-off Meeting under Subtask 1.1 to discuss the design for the conduit system. Design elements to be discussed include conduit size, conduit configuration (single pipe or multi-cell), conduit material, construction method, construction depth, conduit transitions to ground boxes, and conduit spare capacity. Kimley-Horn will show conduit infrastructure on plans to clearly indicate the proposed conduit routing, proposed fiber optic ground box locations, and routing of fiber optic cables. The conduit system will be designed to integrate all existing signalized intersections along the project route. A bare No. 10 electrical conductor will be installed within the conduit system to serve as a fiber optic cable trace wire if the City does not select a fiber optic cable with an integrated tonner conductor. Kimley-Horn will indicate quantities of proposed conduit on a conduit and cable summary sheet. Kimley-Horn will specify the lubricant, formulated for pulling cables or conductors, when cables or conductors are to be installed in conduit. Kimley-Horn will prepare a construction detail for the conduit infrastructure recommended and provide a specification to the City for procurement purposes.

Subtask 4.1.2 Ground Boxes

Kimley-Horn will meet with the City during the Kick-off Meeting under Subtask 1.1 to discuss the design for fiber optic ground boxes needed along the project. Design elements to be discussed include ground box size (slack accommodations/splice enclosures), spacing, material type, loading requirements, and security/access. Kimley-Horn will show the proposed ground box locations on plans. Kimley-Horn will prepare a construction detail or rely on TxDOT standards for each type of ground box recommended and provide a specification to the City for procurement purposes.

Subtask 4.1.3 Fiber Optic Communications

Kimley-Horn will meet with the City during the Kick-off Meeting under Subtask 1.1 to discuss the design elements associated with the fiber optic network planned by the City to assist in the design of the conduit and ground box infrastructure for this project. Design elements to be discussed include fiber optic cable type (backbone and drop), strand count, slack amounts, and termination points.

Subtask 4.2 Preparation of Specifications

This task involves creation of construction notes and basic material specifications that will be used by the City for construction. Specification documents will be prepared in Microsoft Word and an electronic copy of all document files will be submitted to the City.

Kimley-Horn will review the specifications and construction notes compiled under **Subtask 2.3**. Kimley-Horn will prepare up to two specifications for the procurement and installation of system

elements for which design requirements are to be established and are not already developed by the City.

Four copies of the specifications prepared by Kimley-Horn will be submitted for review and comments by the City along with the schematic package.

Subtask 4.3 Preparation of Estimates

Kimley-Horn will prepare an Kimley-Horn 's opinion of probable construction costs based on the items identified in the material quantity summary chart for the project. Kimley-Horn will prepare an opinion of probable construction cost at the interim and final submittal phases. This cost estimate will give the City an idea of probably construction costs for budgeting and planning purposes.

Information Provided By City

Kimley-Horn shall rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives.

Schedule

Kimley-Horn will work with the City to develop a mutually acceptable project schedule. The project schedule will be presented and discussed with the City at the project kick-off meeting. However, times for performance shall be extended as necessary, and neither party shall have liability for or be deemed in breach because of delays caused by any factor outside of the reasonable control of the party and which, by the exercise of due diligence, the party is unable to prevent or overcome.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- (1) Construction phase services;
- (2) Development of an ITS Master Plan; and
- (3) Preparation for and attendance at public meetings.

Fee and Expenses

Lump Sum

Kimley-Horn will perform the services in Task 1 through Task 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task 1	Project Management	\$12,000.00
Task 2	Data Collection	\$10,000.00
Task 3	High-level Fiber Network Architecture Exhibit	\$18,000.00
Task 4	Fiber Optic Infrastructure Design	\$92,000.00
Total Lump Sum Fee		\$132,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.