

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 **SPIARS ENGINEERING, INC**, hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a "Party" and are collectively referred to herein as the "Parties".

**ARTICLE I.
EMPLOYMENT OF PROFESSIONAL**

For and in consideration of the covenants herein contained, PROFESSIONAL hereby agrees to perform professional services in connection with the project as set forth below, and CITY agrees to pay, and PROFESSIONAL agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national PROFESSIONAL'S standard of care as stated in Article III. 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 Million Twenty Six Thousand Twenty Five Dollars and No/100 (\$1,026,025.00) 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 after 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 as consistent with the standard of care. 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.

Notwithstanding the foregoing, PROFESSIONAL shall not be responsible for delays caused by factors beyond PROFESSIONAL's reasonable control, including but not limited to delays caused because of strikes, lockouts, work slowdowns or stoppages, government ordered industry

shutdowns, acts of nature, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or provided twenty (20) days' written notice has been provided by PROFESSIONAL, failure of CITY, any governmental or other regulatory authority to act, furnish information, approve or reject, in a timely manner, PROFESSIONAL's services or work product.

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 damages, losses, liabilities, 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.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

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

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

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
Spiars Engineering, Inc.

By: _____
Tim Spiars, P.E.
President

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
20____, by Raymond Coffman, P.E., Director of Engineering Services of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____,
20____, by Tim Spiars, P.E., President of Spiars Engineering, Inc.

Notary Public in and for the State of Texas



June 20, 2024

City of Mansfield
C/O Mr. Don Currise
Vieste, LLC

Re: **Harvest Pointe South Infrastructure**
Mansfield, Texas

Dear Mr. Currise:

Spiars Engineering, Inc. appreciates the opportunity to submit herewith a proposal to provide professional engineering and surveying services for the proposed Harvest Pointe South Campus infrastructure project.

PROJECT OVERVIEW

The City of Mansfield proposes to construct infrastructure needed to support future development within the Harvest Pointe South Campus (south of Lone Star Road).

Infrastructure included in this scope is depicted on Exhibit B, and will include:

- Heritage Parkway Improvements:
 - A one lane roundabout just south of the future bridge
 - Northbound single lane roadway with parallel parking (1,990 LF – 43 ft ROW)
 - Southbound single lane roadway with diagonal parking (2,000 LF – 59 ft ROW)
 - Two (2) park crossing streets (combined 450 LF – 46 ft ROW)
 - Four (4) park crossing intersections (unsignalized) with North and Southbound roadways
 - Intersection and Roadways at south end (transition from one-way to two-way streets)
 - Assumes 3 unsignalized intersections
 - Assumes 400 LF two lane roadway (combined 400 LF – 46 ft ROW)
 - Park and landscaping within 150 wide existing Oncor Transmission Line Easement,
 - Water, sanitary sewer, and storm drain utilities within Heritage Parkway
- Storm Drain outfalls to existing creek will be located at the north and south end of Heritage Parkway. Outfalls will include headwall structures and energy dissipation.
- Downstream Sanitary Sewer will be extended (2,500 LF – 15" SS) from the proposed Heritage Parkway to a future sanitary sewer manhole within Britton Road (currently being designed by others). The sanitary sewer extension will be routed through the future T-4 development east of Heritage Parkway. The extension will include a creek crossing with drainage improvements, which is assumed to be located within an existing driveway that crosses the creek.

The infrastructure below is not included in this scope, but is noted to account for additional infrastructure that may be necessary for the development of portions of the South Campus. This infrastructure is assumed to be designed and constructed by the Data Center site developer or per separate scope:

- *(Not included) TxDOT Deceleration turn lane(s) from Highway 360 frontage road*
- *(Not included) Roadway connecting Heritage Parkway to Highway 360 frontage road to provide second point of access to South Campus*
- *(Not included) Water Line Loop to Hwy 360 to create looped 12" water trunk line within South Campus*

A. Project Management

1. Coordinate with City for project initiation, progress tracking, submittals/milestones, and closeout.
2. Monthly invoicing and project status updates.
3. Monthly Status updates to include: work completed, work scheduled to be completed, information needed from others, and changes or additions to scope.
4. Oversight of Quality Assurance and Quality Control measures.

B. Project Meetings

1. Attend bi-weekly project update meetings with City, consultant team, and/or developers as required until the 90% submittal. (Assumes maximum 14 virtual meetings)
2. Meet (virtual) with the City to coordinate, discuss, and resolve technical design issues needed for development of infrastructure plans. (Assumes 2 additional virtual meetings)
3. Meet (in-person) with City staff to review City comments related to the proposed infrastructure (Assumes maximum of 6 in-person meetings)

C. Waters of the United States (WOUS) Delineation

1. Engage Integrated Environmental Solutions, LLC to delineate Jurisdictional Waters of the United States. (See Exhibit C for scope of services)

D. Geotechnical Report

1. Engage UES to prepare Geotechnical Report. (See Exhibit D for scope of services)

E. Topographic Survey for Base Scope

1. Topo Survey of the ±34.5 acre tract (shown in yellow on Exhibit B) using a combination of field data and LiDAR. This includes locating all above ground (visible) pavement, utilities, and structures. Field data consists of grid pattern and cross-sections of pertinent area to prepare digital CAD file with contours at one-foot intervals.

F. Preliminary Design and OPCC (30%)

(Heritage Pkwy, Roundabout, Park Crossing Streets, including water, sanitary sewer, storm)

General Coordination

1. Visit site to observe existing conditions.
2. Coordinate with City Staff, and other Agencies and consultants, as applicable, during preparation of site concept plan. This may include (but not limited to) Oncor, drainage/flood consultant, environmental consultant, geotechnical engineer, "North Campus" design team, and bridge designer.
3. Obtain available as-built and/or proposed improvement plans from the City for the adjacent improvements (i.e. paving, storm drain, water, and sanitary sewer plans).
4. Coordinate adjacent land plans or concept plans to incorporate current layouts for connectivity.

Roundabout Geometric Plan

5. Coordinate with City, Oncor, bridge designer, and others to establish the constraints for geometric layout of roundabout.

6. Prepare roundabout geometric layout based on City and applicable agency standards.
7. Revise layout one (1) time per City review comments

Roadway and Utility Layout Design

8. Prepare horizontal layout for roadway and intersections based on City and applicable agency standards.
9. Adjust dimensionally corrected road linework per survey boundaries.
10. Delineate preliminary utility line locations and sizes for water, sanitary sewer, and storm drain.
11. Prepare preliminary utility profiles for storm drain and sanitary sewer.
12. Prepare and submit 30% plan set for City review.
13. Revise geometric layout per City comments to obtain City approved roadway geometric layout.
14. Revise layout one (1) time per City review comments

OPCC's

15. Prepare an Engineer's Opinion of Probable Cost, per phase, for one (1) Client-approved plan prior to final design engineering.

G. Final Design

Prepare 60%, 90% and 100% submittals for the base scope infrastructure.

Roadway and Utility Design

(Heritage Pkwy, Roundabout, Park Crossing Streets, including water, sanitary sewer, storm)

1. Prepare a Demolition Plan for street and driveways. Detailed plan work to include a phasing plan (if necessary).
2. Prepare a Phasing Plan for permanent and temporary utilities and roadways. This will include coordination efforts with the contractor and City staff.
3. Prepare Paving Plan and Profiles for roadways, including Heritage Parkway North and South, park crossing streets, and roadway on south side of the future data center. Detailed plan work to include dimensional control. Note: All plans to be computer generated AutoCAD files.
4. Prepare Paving Plans and details for Heritage Parkway intersections.
5. Prepare Grading Plans. Plan work to include proposed contours per City requirements- This includes temporary grading plans necessary for maintaining access and accommodating the phasing plan.
6. Prepare Drainage Area Map (onsite and offsite). Plan work to include hydrologic information for each drainage area.
7. Prepare Storm Drainage Plans based on City standards. Plan work to include detailed storm drain plan/profile drawings with the appropriate hydraulic information.
8. Prepare Water & Sanitary Sewer Plans. Plan work to include detailed plan/profile drawings as required by the City for the water and sanitary sewer mains, services, fire hydrants, valves, etc., if necessary. This includes temporary plans necessary for maintaining access to existing roads (existing gas well pad).
9. Prepare Erosion Control Plans and Details. This excludes preparation of the Notice of Intent (N.O.I.) and Storm Water Pollution Prevention Plan (S.W.P.P.P.) booklets or submittal to the EPA/TCEQ. This includes temporary erosion control plans necessary for maintaining access for the existing roads and accommodating the phasing plan.
10. Prepare Street Sign & Light Plan per City standards. Plan work to include coordination with the contractor and utility company for installation of signs and light poles, respectively.
11. Prepare Traffic Control Plan (TCP) per City standards, if necessary. This may include multiple TCP's that correspond to the phasing plan.



12. Coordinate Dry Utility Plans (i.e. gas, electric, telephone and cable). Coordination to include the location of conduit lines and conduit crossings for all dry utilities as well as the coordination to relocate existing dry utilities.
13. Prepare Paving Plans, Signage and Striping Plan, and Specifications for Heritage Parkway Roundabout. Coordinate with bridge designer (by others) for transition between Roundabout and Bridge.
14. Prepare Technical Specifications (where needed to supplement standard City or NCTCOG specifications.)

Storm Drain Outfalls

15. Design Energy Dissipation at Storm Drain Outfalls based on hydraulic calculations for design year flow and velocities. Detail grading and headwall layout (structural wall design per separate scope item)

Utility Extensions

16. Provide plan/profile design for sanitary sewer and water utilities (outside of the Heritage Parkway road section) to serve the future Data Center.

Submittals

17. Submit 60% Plans for City review and comment. Review and coordinate with City staff to address comments and to incorporate into design.
18. Submit 90% Plans and OPCC for City review and comment. Review and coordinate with City staff to address comments and to incorporate into design.
19. Submit 100% Plans and OPCC for bid package.

H. Landscape Design

1. Engage SMR Landscape Architects, Inc. to prepare landscape and irrigation plans and specifications for the proposed Heritage Parkway Park and Streets. (See Exhibit E for scope of services)

I. Downstream Sanitary Sewer and Creek Crossing (2,500 LF – 15" SS)

Assumes creek crossing will be located within private driveway.

Downstream Sanitary Sewer Design

1. Confirm upstream and downstream connections and depths based from as-built or design documentation.
2. Calculate wastewater demands and verify sizing of proposed sanitary sewer mains.
3. Coordinate sanitary sewer route through east development (future single family "T-4" development) with private developer's site plan.
4. Prepare sanitary sewer construction documents with plan, profile and construction details.

Downstream Creek Crossing

5. Perform initial hydraulic and culvert sizing calculations for new driveway culvert to maintain necessary freeboard and mitigate flood plain impacts.
6. Coordinate culvert design with City's H&H consultant to incorporate into regional flood study.
7. Design energy dissipation/rip rap at culvert inlet and outlet.
8. Prepare detailed plans and profiles for culvert, driveway, and gravity sanitary sewer.
9. Detail sanitary sewer connection to existing Manhole in Britton Road.

Assumes City responsible for acquiring necessary ROW and/or easement for private driveway.



J. Oncor ROW Permit

1. Submit City approved geometric layout to Oncor to obtain initial comment/feedback.
2. Upon completion of 60% plans, submit plans to Oncor for review of roadway crossings through transmission easement, roadway grades and utility locations.
3. Coordination with Oncor for plan approval and ROW permit. Review Oncor comments, revise plans and provide engineer's responses. (Assumes 2 rounds of comments)

K. Tarrant County Water ROW Permit

1. Prepare plan set for sanitary sewer and water crossing for Tarrant County Water Control ROW.
2. Prepare plan set for the South Road crossing of Tarrant County Water Control ROW.
3. Submit Plans to Tarrant County Water Control for Review.
4. Coordinate Tarrant County Water comments, prepare responses, revise plans, and resubmit (Assumes 2 rounds of comments)

L. TCEQ Submittals for Sanitary Sewer and Water

1. Submit sanitary sewer plans to TCEQ for review.
2. Coordinate TECQ review to obtain letter of approval.
3. Submit water line plans to TCEQ for review.
4. Coordinate TECQ review to obtain letter of approval.

M. Final Plat (±75 acres)

1. Prepare final plat as required by the City of Mansfield for approval and filing. (assumes City fees are waived and filing fees to be paid directly by the City).
2. Set property corner and ROW monumentation.

N. Bid Support

Assumes South Campus infrastructure will be included in a single bid package.

1. Prepare bid documents, supply contractors with bid documents and coordinate bid tabulations for the selection of contractors. Prepare contracts for construction with contractors and the Client. (Assumes bid package will be based on standard contract documents provided by City and modified by Spiars)
2. Assist the City with responding to bid phase questions. Prepare and issue revisions or addenda to the bid documents if required to address contractor bid questions.
3. Bid Opening: Attend project bid opening at City office.
4. Bid Tab Qualification Review: Tabulate and summarize bids received and identify the apparent low bidder. Review and provide feedback to City on qualifications of apparent low bidder.
5. Provide recommendation to City of award of contract for selected contractor.
6. Assist City with preparation of contract documents (based on the bid package).

O. Set Survey Control

(If SPIARS not performing construction staking)

1. Set Benchmark and GPS control in field for contractor's use in construction staking.
2. Provide BM control exhibit.



P. Limited Construction Coordination and Administration

1. Assist City with conducting pre-construction meeting with contractor(s). Assumes 1 in-person meeting.
2. Review and respond to contractor submittals (assumes maximum of 50)
3. Review and respond to contractor RFI's (assumes maximum of 25)
4. Field meetings and site visits (Attend six 6 in-person site meetings and perform 6 site visits to observe construction progress)
 - a) If SPIARS observes any construction work not conforming to the plans, Spiars will notify City.
5. Review contractor provided test reports for conformance with project specifications.
6. Review reports from project consultants.
7. Assist City in reviewing and assessing contractor change orders.
8. Attend final site walks with City inspector(s)/representative(s) (Assumes 4 in-person site meetings)
9. Gather as-built field spot elevations (TC, Gutter, Flowlines, Valves, FH's, etc.)
10. Prepare punch list of observed deficiencies to provide to the City.
11. Prepare record drawings. SPIARS will modify the construction documents based on contractor provided information to incorporate changes made during construction.

Note: This item excludes construction management.

Q. Separate Instrument Easements

1. Prepare separate instrument exhibits and legal descriptions as required by the City for dedication or abandonment. (Estimates 4 exhibits)

Note: This excludes easement and ROW acquisitions. Abandonment language and easement language to be provided by City.



FEE SCHEDULE

We propose to provide the herein-described services for the following fees:

BASE SCOPE:

A.	Project Management	\$	21,200.00	
B.	Project Meetings	\$	24,000.00	
C.	WOUS Delineation	\$	3,500.00	
D.	Geotechnical Report	\$	18,745.00	
E.	Topographic Survey	\$	12,500.00	
F.	Preliminary Design and OPCC (30%)	\$	172,000.00	
G.	Final Design	\$	395,000.00	
H.	Landscape Design	\$	17,000.00	
I.	Downstream Sewer and Creek Crossing (2,500 LF – 15" SS)	\$	150,000.00	
J.	Oncor ROW Permit	\$	12,000.00	
K.	Tarrant County Water ROW Permit	\$	5,000.00	
L.	TCEQ Submittals for Sewer and Water	\$	8,000.00	
M.	Final Plat	\$	9,500.00	<i>+tax</i>
N.	Bid Support	\$	22,080.00	
O.	Set Survey Control	\$	2,500.00	
P.	Limited Construction Coordination and Admin	\$	140,000.00	
Q.	Separate Instrument Easements	\$	3,000.00	<i>+tax</i>
	Reimbursables (budget, see below)	\$	10,000.00	
Total Fee:		\$	1,026,025.00	
<i>Estimated Taxes</i>		<i>\$</i>	<i>1,031.25</i>	
Total Fee with Taxes:		\$	1,027,056.25	



Reimbursable Expenditures

(printing, deliveries, CAD plots, travel, etc.) will be invoiced at 1.15 times our cost. Invoices shall be submitted monthly for work completed to date, or on a milestone basis, and shall be due within 45 days of the date on the invoice.

Additional Services:

Additional services will be performed on an hourly basis at the current hourly rates unless otherwise specified. Should the client desire to change the scope of this contract, Spiars Engineering, Inc. will prepare an amendment detailing changes in scope and fee for consideration by Client.

Assumptions:

- City's Water Master Plan Engineer (FNI) will update City water model to verify if water trunk line needs to be looped through South Campus.
- Flood study updates, if required, will be provided by City's Regional Flood Study (prepared by Westwood) within the Harvest Pointe regional flood study report.
- Assumes streetlights will be per City standards (photometric plan not required)
- Tree preservation and mitigation will not be required.
- Retaining walls structural design, if required, will be included as a line item in bid package for contractor scope.
- Heritage Parkway bridge design (by others) will occur concurrently with this project.

Exclusions:

Services not specifically addressed in this proposal shall not be performed without written authorization from the Client or Client's representative. This proposal specifically excludes the following items:

- Water and/or sanitary sewer studies/modeling
- Franchise Utility Design
- Site structural/retaining wall design and details
- TCEQ Notice of Intent
- Storm Water Pollution Prevention Plan
- U.S.A.C.E. review/submittal
- Environmental Study
- Tree Survey
- Trench safety plan
- Street lighting Photometric plan
- Flood studies/FEMA floodplain analysis is being completed on a regional basis by others
- Traffic signalization plans/modifications
- Bridge Design
- Public Outreach activities
- Client changes in project direction requiring revisions to already designed drawings or specifications
- Assistance and/or meetings for to support City dispute, litigation, mediation, etc.



The return of an executed copy of this agreement will serve as your acceptance and our authorization to commence work. We appreciate the opportunity to submit this proposal. Please feel free to call if you have any questions.

Sincerely,



Danny McCamish, P.E.

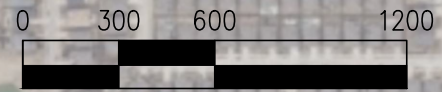
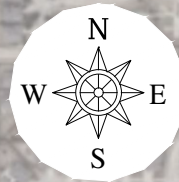
SPIARS ENGINEERING & SURVEYING

Accepted: _____
Printed Name: _____
Title: _____
Name of Company: _____
Date: _____

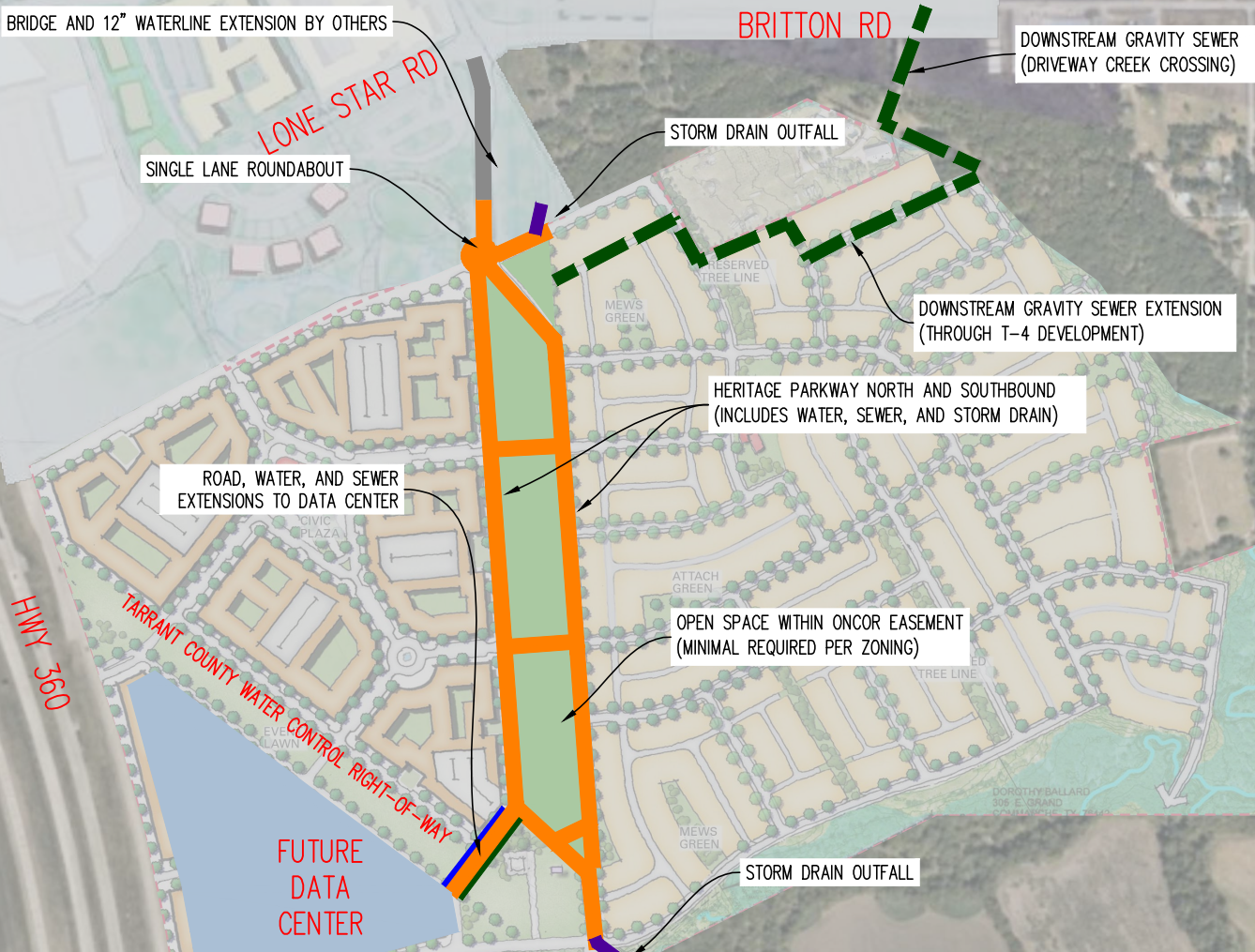
Accounts Payable Contact Information

Name: _____
Email: _____
Phone Number: _____
Client Reference Number: _____

**EXHIBIT B (1 of 2)
INFRASTRUCTURE SCOPE**

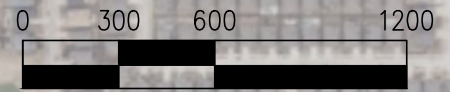
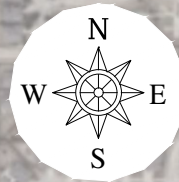


1 inch = 600 ft.



Preliminary
06/18/2024

**EXHIBIT B (2 of 2)
INFRASTRUCTURE SCOPE**



1 inch = 600 ft.

BRIDGE AND 12" WATERLINE EXTENSION BY OTHERS

LONE STAR RD

SINGLE LANE ROUNDABOUT

BRITTON RD

DOWNSTREAM GRAVITY SEWER
(DRIVEWAY CREEK CROSSING)

STORM DRAIN OUTFALL

DOWNSTREAM GRAVITY SEWER EXTENSION
(THROUGH I-4 DEVELOPMENT)

HERITAGE PARKWAY NORTH AND SOUTHBOUND
(INCLUDES WATER, SEWER, AND STORM DRAIN)

ROAD, WATER, AND SEWER
EXTENSIONS TO DATA CENTER

OPEN SPACE WITHIN ONCOR EASEMENT
(MINIMAL REQUIRED PER ZONING)

HWY 360

TARRANT COUNTY WATER CONTROL RIGHT-OF-WAY

Yellow highlight
Base Scope for studies

FUTURE
DATA
CENTER

STORM DRAIN OUTFALL

Preliminary
06/18/2024

Introduction

Jurisdictional waters of the United States are protected under guidelines outlined in Sections 401 and 404 of the Clean Water Act (CWA), and in Executive Order 11990 (Protection of Wetlands). The U.S. Army Corps of Engineers (USACE) has the primary regulatory authority for enforcing Section 404 requirements for waters of the United States, including wetlands. According to the 2023 Supreme Court of the United States Sackett Decision waters of the United States include:

- All relatively permanent waters connected to a traditional interstate navigable waters, and
- All wetlands that have a continuous surface connection with that water, making it difficult to determine where the 'water' ends and the 'wetland' begins.

The 2007 USACE and EPA guidance defined a “relatively permanent water” will be used. According to this guidance relatively permanent waters are non-navigable tributaries of traditional navigable waters that flow year-round or have continuous flow at least seasonally (e.g., typically three months).

Activities requiring construction (i.e., earthwork, placing fill, excavating, constructing dams, diverting creeks, channelizing creeks, etc.) within waters of the United States generally require a permit from the USACE. The type of permit depends upon the activity and the water resources affected. Typical permits include Nationwide Permits, Regional General Permits, Letters of Permission, and Individual Permits, ranked from simple to complex, respectively.

Location

The project site is associated with approximately 80 acres located at the southeast corner of Lone Star Road and State Highway 360 in the City of Mansfield, Ellis County, Texas. The project site boundaries were provided to Integrated Environmental Solutions, LLC (IES) on 07 May 2024, which are graphically displayed in red below.



Description of Services

Task 1 - Waters of the United States Delineation

IES will provide professional services to delineate all waters of the United States, including wetlands, within the project site. IES wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global

Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, IES will digitize these waters of the United States for use by the client for planning, impact calculation, and illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

Information Furnished by Client

The client (or its representative) will provide rights of entry to the site and digital limits of the project site prior to initiating site surveys.

Special Conditions

This scope of services is to identify and location the boundaries of all water features and define whether or not they would be regulated waters of the United States in accordance with IES' interpretation of the 2023 SCOTUS Sackett definitions and the 2007 USACE Rapanos Guidance regarding "relatively permanent waters". The USACE and EPA have not issued any guidance on their implementation of the 2023 SCOTUS Sacket definitions at the time of this proposal. In the event that their proposed guidance is different than that provided in 2007, IES' findings may not be consistent with the agencies.

This scope of services does not provide any potential Section 404 permit services that could be related to the proposed project; these services would be conducted (if necessary) under a separate scope of services.

Project Information

The project consists of constructing Heritage Parkway. A sewer crossing is planned over the creek near Britton Road. In addition, retaining walls for storm drain outlet headwalls and for the sewer crossing over the creek are planned for construction. Utility lines consisting of water and sewer are planned at the site. Based on the current available information, the deepest sewer line is about 24 ft. The purpose of the geotechnical study will be to provide information for use in design of typical subgrade treatment and pavement sections for the proposed roads and to install utility lines.

Scope of Work

This study will include the following evaluations:

Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by roads and sewer crossing.

Engineering characterization of the subsurface materials encountered.

Data required for design of typical foundation systems for the project.

Typical pavement sections based on City Design Criteria.

Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

Retaining wall recommendations, including lateral earth pressures, backfill requirements, and drainage requirements.

Global stability analyses of retaining walls, and recommendations for improving stability where indicated, if desired.

We propose to explore the subsurface soil and/or rock conditions at the site by drilling test borings. It is estimated the necessary information will be provided by drilling seven (7) test borings to depths of 20 to 30 ft and one (1) boring near the sewer creek crossing to a depth of 40 ft. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. UES shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

SCOPE EXHIBIT D
GEOTECHNICAL REPORT (2/3)

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

Schedule to Complete Study	5 Weeks
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Client represents that it has full authority from the current landowner to engage UES to perform this study. The pricing provided above assumes test boring locations can be accessed using standard, truck-mounted drilling equipment. Surveying of boring locations and elevations is not included in the cost estimate, but can be provided if needed upon request. If difficult site conditions are encountered, alternate pricing may be provided using an All-Terrain Drilling Unit or other portable equipment. Drilling through surface concrete, if necessary, will be charged at an additional \$225.00/hole.

Prior to start of drilling, UES will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site specific utility information upon acceptance of this proposal. UES is not responsible for damage to any below grade utilities of which we are not made aware.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, UES is not responsible for re-grading or repairing rutted areas if they develop.

SCOPE EXHIBIT D
GEOTECHNICAL REPORT (3/3)



1 inch = 600 ft.

Geotechnical Boring Location (typ)

BRIDGE AND 12" WATERLINE EXTENSION BY OTHERS

LONE STAR RD

SINGLE LANE ROUNDABOUT

BRITTON RD

DOWNSTREAM GRAVITY SEWER (DRIVEWAY CREEK CROSSING)

STORM DRAIN OUTFALL

DOWNSTREAM GRAVITY SEWER EXTENSION (THROUGH -4 DEVELOPMENT)

HERITAGE PARKWAY NORTH AND SOUTHBOUND (INCLUDES WATER, SEWER, AND STORM DRAIN)

ROAD, WATER, AND SEWER EXTENSIONS TO DATA CENTER

OPEN SPACE WITHIN ONCOR EASEMENT (MINIMAL REQUIRED PER ZONING)

HWY 360

TARRANT COUNTY WATER CONTROL RIGHT-OF-WAY

Yellow highlight Base Scope for studies

FUTURE DATA CENTER

STORM DRAIN OUTFALL

Preliminary
06/18/2024



Landscape Architects, Inc.

Steven M. Rahn, RLA, President
Brian D. Adams, RLA, Principal
Allyson R. Rahn, Vice President

**SCOPE EXHIBIT E
LANDSCAPE & IRRIGATION (1/2)**

May 23, 2024

Mr. Danny McCamish, P.E.
SPIARS ENGINEERING
3575 Lone Star Circle
Suite 434
Fort Worth, Texas 76177

RE: MANSFIELD HERITAGE PARKWAY
Mansfield, Texas

Dear Danny:

SMR Landscape Architects, Inc. will provide landscape architectural services for the proposed MANSFIELD HERITAGE PARKWAY Open space and Streetscape located in Mansfield, Texas.

We propose the following scope of services:

I. SCHEMATIC DESIGN / DESIGN DEVELOPMENT

1. Perform a reconnaissance and analysis of the site and the adjacent developed projects to determine design approach and best utilization of valued site amenities.
2. Analyze the existing site work construction plans as they relate to the Schematic Design Guidelines provided to SMR by the Engineer and Owner.
3. Prepare base maps indicating structures, site elements, easements, property lines, buildings, and plant cover to remain. Owner / Architect / Engineer will provide all survey data indicating structures, property lines, easements, topography, tree survey, and utility information as well as other information impacting project development.
4. Formulate and present a preliminary landscape master plan within guidelines established by the Owner / Architect. This plan will show any reasonable modifications to the proposed site grading, and planting plan schematics for all landscape areas including street frontages, and all other landscape site elements.
5. Provide rendered plans, plant recommendations and other information to convey design development ideas.
6. Attendance of required meeting(s) and presentation(s) via on-line.

II. CONSTRUCTION DOCUMENTS: LANDSCAPE

1. SMR will provide complete working drawings and specifications for all landscape construction. This document package will include the following:
 - a. Existing tree protection / preservation plan, methods and details (if needed).
 - b. Landscape planting layout plan, plant material selections, plant list, tabulations and notes.
 - c. Detail sheets articulating all landscape elements in sections or elevations. SMR will coordinate "other-than-standard" landscape structural details with the projects Structural Engineer.
2. Research and develop an availability list of plant materials.

3. Produce detailed written technical specifications for installation of landscape plans.

III. CONSTRUCTION DOCUMENTS: IRRIGATION

1. SMR will provide complete working drawings and specifications for all irrigation construction. This document package will include the following:
An irrigation plan utilizing city water source including head and pipe layout and sizing, sleeving layout and sizing, controller location, details and all other elements pertaining to irrigation installation.
2. Produce detailed written technical specifications for installation of irrigation plans.
3. Review and approval of irrigation shop drawing submittals.

IV. CONSTRUCTION ADMINISTRATION / OBSERVATION

1. Provide two site visit(s) at the Owner's request to review the progress and quality of work.
2. Issue field reports outlining observations made during the site visit(s).
3. Review shop drawings and submittals.
4. Conduct one inspection(s) to establish final completion and provide final written list of punch list items.