

STATE OF TEXAS §
 § **Amendment to Professional Services Agreement**
COUNTY OF DALLAS §

This Amendment to Agreement for Professional Services (“Amendment”) is made by and between the City of Farmers Branch, Texas (“City”) and Teague Nall and Perkins, Inc., (“Professional” or “TNP”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City has engaged with TNP to receive professional surveying, civil engineering and landscape architecture services in connection with improvements to Mercer Park, a city-owned park facility, by an Authorization for Professional Services (“Agreement”), approved by the City’s governing body on September 2, 2025, and signed by TNP on September 4, 2025; and

WHEREAS, the parties have agreed to expand the Scope of Services set forth in Exhibit “D” to the Agreement, in accordance with Contract Modification #1, dated November 24, 2025, attached hereto and by this reference incorporated herein as Exhibit “A;” and

WHEREAS, Professional desires to render, and the City desires to accept, additional services on the terms and conditions set forth herein.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. The Scope of Services set forth in the Agreement be and is hereby amended to include the additional services and prices set forth in Exhibit “A,” attached hereto and incorporated herein.

2. All other provisions of the Agreement shall remain in force and effect; this Amendment is intended to revise only the Scope of Services and related compensation to encompass the additional work and does not amend, repeal or otherwise modify any provision of the Agreement other than that specified herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the last date of signature hereof.

[Signatures on Following Page]

EXECUTED this _____ day of _____, 2025.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Benjamin W. Williamson, City Manager

ATTEST:

By: _____
Erin Flores, City Secretary

APPROVED AS TO FORM:

David M. Berman, City Attorney
(DB/qe 11.25.25)

EXECUTED this _____ day of _____, 2025.

TEAGUE NALL AND PERKINS, INC.

By:  _____
Nicholas Nelson, PLA
Director of Landscape Architecture



**CONTRACT MODIFICATION #1
AUTHORIZATION FOR PROFESSIONAL SERVICES
November 24, 2025**

PROJECT NAME: Mercer Park Improvements

TNP PROJECT NUMBER: FAR 23254

CLIENT: City of Farmers Branch
Attn: Tara Bradley
13000 William Dodson Pkwy.
Farmers Branch, TX 75234
tara.bradley@farmersbranchtx.gov
P 972.919.2631

CONSULTANT: Jonathan Payne, PE
Teague Nall and Perkins, Inc.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
ipayne@tnpinc.com
P 214.461.9867, Direct P 214.988.9921

City of Farmers Branch (the “CLIENT”) hereby requests and authorizes Teague Nall and Perkins, Inc., (TNP, the “CONSULTANT”) to perform the following additional services:

ARTICLE I

TNP appreciates the continued opportunity to be of service. A summary of currently approved and proposed additional services is provided below. Detailed descriptions of the scope and fee for the additional services are presented herein.

SUMMARY OF SERVICES:

Contract Number	Date of Execution by CLIENT	Fee
Original Contract	September 02, 2025	\$181,550
Modification #1	November 24, 2025	\$103,130
Total		\$284,680

ARTICLE II

SCOPE:

In accordance with the original Professional Services Agreement dated **September 02, 2025** the Additional Services as detailed below are hereby authorized:

1. SURVEY SERVICES

a. Topographic Design Survey – FEE INCREASE

CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey.

1. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
2. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
3. Visible utilities such as power poles, manholes, and valves will be located.
4. Invert information will be collected for Storm Utilities and Sanitary Sewer Utilities if present on site.
5. Location, species, common name, and trunk diameter of 6-inches in caliper and larger.
6. Topo will include spot elevations on a 50-foot grid.
7. Deliverable = Topographic drawing in digital format showing 1 foot contour intervals and the items listed above for design purposes. This is for a Topo survey only. No Boundary surveying will be performed.
8. Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

2. ENGINEERING SERVICES

a. Civil Engineering Design – FEE INCREASE

The original scope for landscape services included the design of the north portion of the park shown on Exhibit A. The City has directed TNP to add the design of the South portion to the contract. The South portion of the park includes two playground areas, pavilion, and flatwork improvements. The following is the scope required to complete this work.

1. The following plan sheets shall be added:
 - a. Demolition/Erosion Control Plan: A combined demolition and erosion control plan will be prepared identifying site features to be removed and/or relocated. There will be no demolition plan if there are no existing improvements to be removed within the proposed improvements. Any necessary relocation of electrical, telephone, or gas will be coordinated with franchise utility owners. This plan will identify the temporary erosion control devices needed for this site. A project specific SW3P is not anticipated and shall be the responsibility of the contractor.
 - b. Site Plan: A site plan will be prepared which will include the following information: Site data, site layout, dimensions, callouts, and notes as necessary to define the horizontal location of the proposed improvements.
 - c. Dimensional Control Plan: A dimensional control plan will be prepared and will include the following information: A computer-generated horizontal control point table will include all elements of the site, including pavement corners, curve data, and any necessary elements requiring precise control for the tennis court or basketball court, pickleball courts, and other surface features.
 - d. Paving Plan: Areas of proposed pavement. Pavement section design will be based on geotechnical recommendations and/or City design standards.
 - e. Utility Plan: A utility plan will be prepared for the water service lines required to serve the proposed irrigation and an additional drinking fountain. No sanitary sewer improvements are anticipated.



- f. Grading Plan: A grading plan will be prepared showing proposed site and paving elevations to include existing contours, essential proposed contours, and spot elevations.
 - g. Storm Drain Plan: A storm drain plan will be prepared showing proposed drainage improvements. This plan will include inlets if required to collect surface drainage and a subsurface drainage system for the playgrounds. The plans will include profiles of storm sewer lines and storm sewer inlet/pipe calculations.
2. Additional effort for preparation of the Opinion of Probable Construction Cost for each milestone submittal.

3. LANDSCAPE SERVICES

a. Landscape Architecture – FEE INCREASE

The original scope for landscape architectural design included the design of the north portion of the park shown on Exhibit A. The City has directed TNP to add the design of the South portion to the contract. The South portion of the park includes two playground areas, pavilion, and flatwork improvements. The following is the scope required to complete this work.

1. The following plan sheets shall be modified:
 - a. Landscape Planting Plan: The planting plan will be modified, showing proposed planting in the south portion of the park.
 - b. Landscape Irrigation Plan: The planting plan will be modified, showing proposed irrigation or retrofitting of the existing system in the south portion of the park.
 - c. Lighting Plan: The lighting plan will be modified, showing proposed lighting, primarily for security purposes, in the south portion of the park.
2. The following plan sheets shall be added:
 - a. Park Site Plan: A site plan will be prepared, which will include the following information: Site data, site layout, dimensions, callouts, and notes as necessary to define the horizontal location of the proposed improvements.
 - b. Playground Plans: A site plan detail will be prepared and will include a horizontal control point table, the playground equipment, independent playground features, fall zone treatment and patterning, fencing, patron convenience furnishings, and shade structure(s), and necessary Playground details, notes, and legend.
 - c. Pavilion Plans: A site plan detail will be prepared and will include a horizontal control point table for the pavilion posts, fencing, patron convenience furnishings, and under-canopy flatwork patterning, and necessary Pavilion details, notes, and legend.
 - d. Flatwork Plan: detailing of flatwork patterning and concrete jointing.
3. Additional effort for preparation of the Opinion of Probable Construction Cost for each milestone submittal.

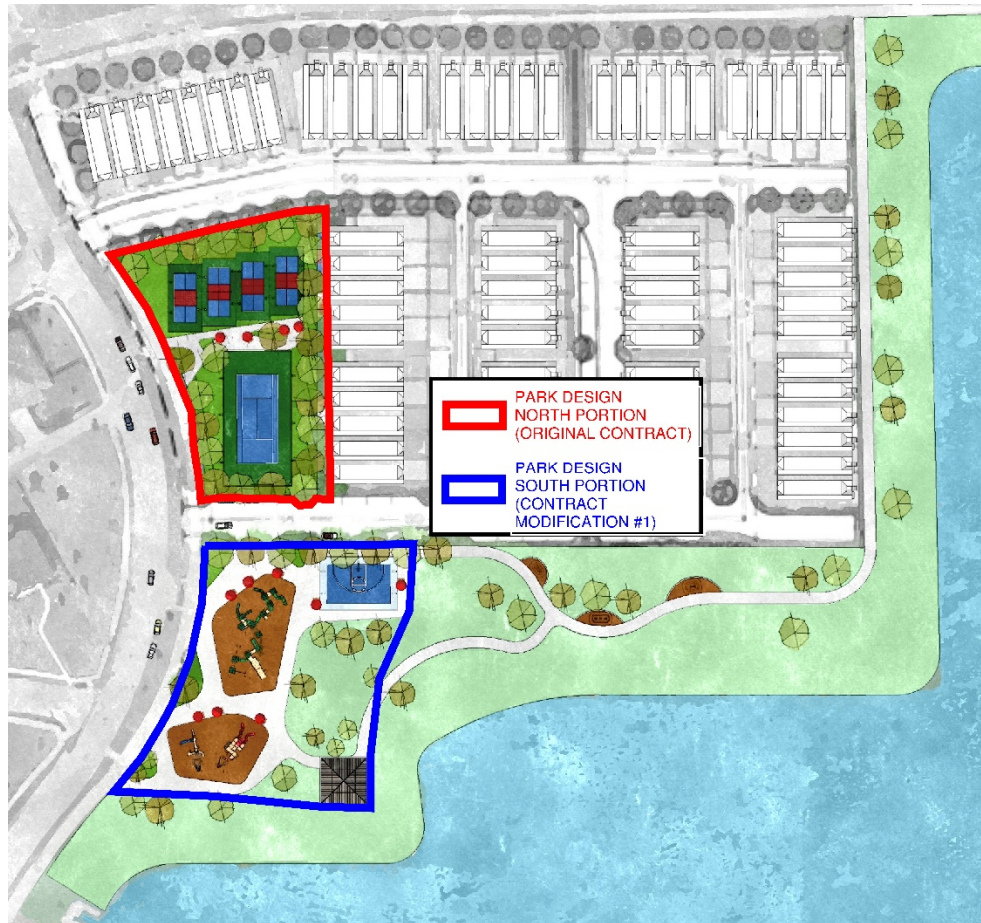
4. STRUCTURAL ENGINEERING

a. Structural Engineering Services – FEE INCREASE

Structural Engineering Services include structural design of one (1) typical pier foundation for pavilion structure and one (1) post-tensioned slab design for a half-basketball court. Scope of services for components outlined herein and will include:

1. Coordination with Civil, Survey, SUE, Geotech, and Manufacturer
2. Preparing structural design calculations
3. Preparing plan & structural detail sheets
4. Preparing general notes & specifications
5. Preparing Opinion of Probable Construction Cost (OPCC) estimate
6. QAQC to ensure completeness and accuracy of all deliverables
7. Drawings shall be in AutoCAD format.
8. All design and details shall be in accordance with ACI, IBC and local Building code amendments

PROJECT AREA



SURVEY LIMITS



ARTICLE III

PROJECT COMPENSATION SUMMARY:

Task	Fee Basis	Original Agreement	Contract Modification #1	Total
BASIC SERVICES				
Survey	Fixed Fee	\$10,500	\$6,500	\$17,000
Landscape Architectural Services	Fixed Fee	\$35,000	\$35,000	\$70,000
Civil Engineering Services	Fixed Fee	\$55,000	\$35,000	\$90,000
Geotechnical Engineering Services	Fixed Fee	\$7,755		\$7,755
Electrical Engineering Services	Fixed Fee	\$9,900	\$6,500	\$16,400
TAS/TDLR Coordination	Fixed Fee	\$2,500		\$2,500
Bid Phase Services	Fixed Fee	\$5,000		\$5,000
Construction Phase Services	Hourly	\$15,000	\$5,000	\$20,000
SPECIAL SERVICES				
Structural Engineering Services	Hourly	\$32,895	\$15,130	\$48,025
Retaining Wall Design	Hourly	\$8,000		\$8,000
Total		\$181,550	\$103,130	\$284,680

Fee Increase

Fee Decrease/Credit

New Task

- 1. Work Outsourced to Others:** For work done by others, shall be billed at the actual cost to the CONSULTANT of such services plus 10%.
- 2. Direct Cost Reimbursables:** A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by the CONSULTANT to other entities shall be invoiced at 1.10 times the actual cost.

ARTICLE IV

SCHEDULE:

Schedule update shall be prepared upon execution of the Contract Modification #1.

ARTICLE V

CONTRACT PROVISIONS:

Contract provisions shall remain in accordance with the original Professional Services Agreement and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

City of Farmers Branch

Accepted by CONSULTANT:

Teague Nall and Perkins Inc.

By: _____

Title: _____

Date: _____

By:  _____

Nicholas Nelson, PLA

Title: _____

Director of Landscape Architecture

Date: _____

November 24, 2025*

* This service agreement is void if not executed and returned to the CONSULTANT within 30 days of this date.