



AUTHORIZATION FOR PROFESSIONAL SERVICES (FIXED FEE)

PROJECT NAME: MERCER PARK CDs

TNP PROJECT NUMBER: FAR 23254

CLIENT: CITY OF FARMERS BRANCH
Robert Diaz
Parks Director
Parks & Recreation Department

ADDRESS: 13000 William Dodson Pkwy
Farmers Branch, Texas 75234

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

Article I

SCOPE: Provide surveying, landscape architecture, and civil engineering services for the construction documents of Mercer Park in Farmers Branch, Texas.

A detailed scope of services is included as Attachment 'A' and 'E' and is made a part hereto.

Article II

COMPENSATION to be based on the following:

- A. The CONSULTANT's compensation for Basic and Special Services included in Attachment 'A' shall be based on a total fee of **\$ 181,550 (One-Hundred-Eighty-One-Thousand-Five-Hundred-Fifty Dollars)**. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period.
- B. Fees: 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 actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services.

Upon authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A design schedule is included as Attachment 'D' and made a part hereto.

Article IV

PROJECT LOCATION: The Project Limits are included as Attachment 'E' and made a part hereto.

Article V

CONTRACT PROVISIONS: Contract provisions are attached hereto 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

Signature: _____

Name: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

Signature: _____

Name: Nicholas Nelson

Title: Director of Landscape Architecture

Date: July 07, 2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Nicholas Nelson

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in this agreement.

2. [RESERVED]

3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the professional care and skill ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and profession. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination, and CONSULTANT shall provide CLIENT with all instruments of service, CLIENT documents, and all work provided to and including the date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services may be taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. CLIENT is a tax-exempt entity and will, upon request, provide CONSULTANT with tax exemption certificates.

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

12. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

13. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (l) at any time supervise, direct,

control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

17. SITE VISITS

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered, or by exercise of reasonable diligence, could not have been discovered, by CONSULTANT during such site visits.

18. CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain no ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed, if CONSULTANT has been paid by CLIENT for its work in preparing the Documents. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have full authority to use the Documents on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

20. ATTORNEY FEES

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

21. MISCELLANEOUS

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. Non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

22. CONSULTANT shall indemnify and hold harmless the CLIENT, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the CONSULTANT, its officers, agents, and employees. It is understood and agreed that the CONSULTANT and any employee or subcontractor of CONSULTANT shall not be considered an employee of the CLIENT. The CONSULTANT shall not be within protection or coverage of the CLIENT's workers' compensation insurance, health insurance, liability insurance or any other insurance that the CLIENT from time to time may have in force and effect. CLIENT specifically reserves the right to reject any and all CONSULTANT's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on CLIENT property or their interaction with CLIENT employees be found not in the best interest of the CLIENT or is found to interfere with the effective and efficient operation of the CLIENT's workplace.

23. VIRUSES AND MALWARE.

CONSULTANT's indemnity obligations extend to its failure to implement and maintain reasonable measures and precautions to protect the CLIENT and the CLIENT's facilities from data breaches and the introduction into the CLIENT's computer network of any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers. The CONSULTANT will hold harmless and indemnify the CLIENT from and against data breaches and malware, ransomware, viruses or other electronic software, routines, programs, codes or devices that may damage or impair the CLIENT's computer facilities arising from the CONSULTANT's performance under this Agreement.

24. The CLIENT's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251,

Texas Government Code. The CLIENT reserves the right to withhold all or part of any payment if a genuine dispute exists as to the goods or services for which the payment is intended. The CLIENT will remit any undisputed portion, and the parties will exercise diligence to resolve the dispute. No invoice, quote or purchase order submitted by CONSULTANT will modify any term of this Rider or the Contract.

25. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. Any provision of the Contract that seeks to waive the CLIENT's immunity from suit and/or liability is void unless agreed to by specific acknowledgement of the provision within the contract.
26. **Certificate of Interested Parties (TEC Form 1295).** For contracts that require CLIENT Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the CLIENT may not accept or enter into a contract until it has received from the CONSULTANT a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The CONSULTANT understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the CLIENT from entering the Contract.
27. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the CLIENT. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the CLIENT prior to the award of the contract. Neither the CLIENT nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential CONSULTANT with respect to the proper completion of the TEC Form 1295.
28. **Energy Boycott.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the CLIENT may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of CONSULTANT verifies CONSULTANT does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the CLIENT determines the requirements of Subsection 2274.002(b) are inconsistent with the CLIENT's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.
29. **Firearms.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the CLIENT may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of CONSULTANT verifies CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the CLIENT contracts with a sole-source provider or if the CLIENT does not receive any bids, if applicable, from a company that is able to provide the required verification.
30. **Critical Infrastructure.** In accordance with Chapter 2274, Texas Government Code, the CLIENT may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the CLIENT for product warranty and support purposes and (2) if the CLIENT knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of CONSULTANT represents that neither CONSULTANT nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the CLIENT may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.
31. **Anti-Boycott Israel Verification.** In accordance with Chapter 2271, Texas Government Code, the CLIENT may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of CONSULTANT verifies that CONSULTANT and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a CONSULTANT which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.
32. **Iran, Sudan, and Foreign Terrorist Organizations.** The signatory executing the Contract on behalf of CONSULTANT represents that neither CONSULTANT nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene

applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

ATTACHMENT 'A'

ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (CONSULTANT) shall render the following professional services necessary for the development of the project.

ASSUMPTIONS AND EXCLUSIONS: Below are shown the assumptions and qualifiers for the scope of work found herein.

Assumptions:

1. Work to be included is as shown in "Attachment A" and "Attachment E".
2. Includes coordination with appropriate consultant team members such as the CLIENT, project team, developer team, and/or contractor as appropriate.
3. Submittal for TAS/ADA review is included.
4. The project includes design and construction documents for the following improvements identified as priorities per the City and the adopted 2022 Park Master Plan.
5. The structural designs for the tennis court or basketball court and pickleball courts will be designed by the contractor and shall be bid accordingly. TNP will not design any structural elements for the tennis court, basketball court, or pickleball courts unless directed to do so by the CLIENT, reference Special Services.
 - a. One tennis court
 - b. Up to three pickleball courts
 - c. Half basketball court
 - d. One small park sign
 - e. Site furniture to include:
 - o Benches
 - o Trash receptacles
 - o Picnic tables
 - f. Civil improvements to include:
 - o Grading and drainage plans
 - o Water line improvements
 - o One drinking fountain with refill station
 - o Concrete sidewalks
 - g. Site Lighting – tennis and pickleball courts

Exclusions:

These items are not included in the Basic or Special Services, but may be added as Additional Services:

1. Presentations, documents, or plans required for council presentations, "Special Exceptions", Variances or Zoning changes required by the design solutions chosen by the Owner.
2. Multiple design alternatives beyond those "submittals" described herein or significant site plan revisions following acceptance of review documents.
3. Any building architectural services
4. Fountains or water features
5. Kayak launches, docks, or floating walkways
6. Improvements to adjacent streets or in any ROW
7. Work outside the areas shown on Attachment E

8. Land planning, preliminary or final plat preparation, zoning applications, zoning exhibits
9. Franchise utility plans
10. Property research and real property surveying for easements beyond what is stated herein, rights-of-ways or plats
11. Preparation of real property transfer documents, exhibits or plats
12. Participation in real property acquisition
13. Traffic studies
14. LEED or SITES certifications
15. SUE – Subsurface utility location or engineering services
16. Environmental Services or permitting
17. Flood Studies or permitting
18. FEMA floodplain map amendments or studies (CLOMR, LOMA, LOMR, etc.)
19. Construction staking
20. Boundary Survey
21. Restroom
22. Pavilion
23. Playgrounds (Civil and Landscape Design)

BASIC SERVICES

A. SUBMITTALS & COORDINATION MEETINGS

A member of the CONSULTANT team will attend meetings and to coordinate with other team members and the OWNER during the design phase. Plans and specifications will be submitted as outlined below for OWNER and/or governmental review.

Included in this item:

Official plan review of one (1) submittal at each of the following milestones:

- **Design Development (60%)** review submittal.
Deliverable: Courts, sidewalks, and trails (Hardscape) Layout, Landscape Tree Planting, Site Grading & Drainage, Site lighting fixture locations, Sections/Elevations/Details.
- **Construction Document (90%)** review submittal.
Deliverable: Construction Documents with technical specifications, quantities, and schedules sufficient for preliminary pricing.
- **For Bid and Permit (99%)** submittal.
Deliverable: Signed and Sealed Drawing Set and Technical Specifications.
- **For Construction (100%)** submittal.
Deliverable: Signed and Sealed Drawing Set incorporating bid addendum or value engineering revisions.
- Up to six virtual (6) team coordination meetings during the design phase of the project.

Not included in this item:

- Submittals for phased plans or multiple early release permit drawings exceeding the total plan submittals described above.

B. SURVEY SERVICES

- 1. TOPOGRAPHIC DESIGN SURVEY** - CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey.
 - a. 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).
 - b. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
 - c. Visible utilities such as power poles, manholes and valves will be located.
 - d. Invert information will be collected for Storm Utilities and Sanitary Sewer Utilities if present on site.
 - e. Location, species, common name, and trunk diameter of 6-inches in caliper and larger.
 - f. Topo will include spot elevations on a 50-foot grid.
 - g. Deliverable = Topographic drawing in digital format showing 1foot contour intervals and the items listed above for design purposes. This is for a Topo survey only. No Boundary surveying will be performed.
 - h. Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

C. PARK DESIGN (NORTH PORTION)

1. LANDSCAPE ARCHITECTURAL SERVICES

Consultant will provide design services that consists of hard and soft surface elements of the site on the ground plane, as listed in the Assumptions and Exclusions section at the beginning of "Attachment A" and as illustrated in "Attachment E".

Included in this item:

- a. Leadership of design effort and coordination of all disciplines
- b. General Notes, Schedules, and Quantities for all sheets
- c. Hardscape Design and Layout
- d. Landscape Design and Layout
- e. Irrigation Design and Layout
- f. Enlargements and Details
- g. Technical Specifications
- h. Line-Item Opinion of Probable Construction Cost
- i. Coordination with City

Not included in this item:

- Illustrative renderings

2. CIVIL ENGINEERING SERVICES

Consultant will provide design services that consist of improvements to the site as listed in the Assumptions and Exclusions paragraph at the beginning of “Attachment A” and the project limits as shown on “Attachment E”.

1. Gather and review available data relevant to the project site as necessary for completion of the project.
2. Review developer plans and include developer improvements on plans for reference only.
3. Visit the project site to observe and photographically document existing conditions as necessary for completion of the project.
4. Consultant’s design plans shall be delivered to CITY in pdf electronic format and suitable for use in both 22 inch x 34 inch (full-size) and 11 inch x 17 inch (half size) format with black and white line work. The following plans will be provided:
 - a. Cover Sheet
 - b. General Notes Sheet: A general notes sheet will be prepared to include City standard general notes and any applicable general notes by the Consultant.
 - c. Project Control Sheet: A topographic sheet will include the existing conditions. Horizontal and vertical control points will be shown including datum information.
 - d. 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.
 - e. 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.
 - f. 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, basketball court, pickleball courts, and other surface features.
 - e. Paving Plan: Areas of proposed pavement. Pavement section design will be based on geotechnical recommendations and/or City design standards.
 - f. Utility Plan: A utility plan will be prepared for the water service lines required to serve the proposed irrigation and drinking fountain. No sanitary sewer improvements are anticipated.

- g. Grading Plan: A grading plan will be prepared showing proposed site and paving elevations to include existing contours, essential proposed contours, and spot elevations.
 - h. Drainage Area Map: Prepare a drainage area map for the proposed drainage improvements.
 - i. 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 subsoil drains around the tennis court, basketball court, and pickleball courts. The plans will include profiles of storm sewer lines and storm sewer inlet/pipe calculations.
 - j. Detail Sheets: To include applicable paving, utility, storm drain, and erosion control details.
- 5. Identify and prepare technical specifications for items not covered by the City standard specifications and NCTCOG standard specifications.
 - 6. Coordination with Geotechnical subconsultant.
 - 7. Coordination with Electrical subconsultant.
 - 8. Coordination with structural team.
 - 9. Coordination with City
 - 10. Prepare bid proposal of applicable pay items. Update the contract book provided by the City.
 - 11. Prepare Opinion of Probable Construction Cost for each milestone submittal.

D. GEOTECHNICAL ENGINEERING SERVICES

- 1. The CONSULTANT will coordinate with a sub-consultant to provide geotechnical engineering. Field work shall include marking boring locations, clearing utilities, obtaining permits if necessary, coordinating and completing drilling of five (5) borings. Four (4) borings will be advanced across the site approximately within and adjacent to the various courts, playground, to depths of about 20 feet or 5 feet into bedrock, whichever is shallower. One (1) boring will be advanced within the pavilion footprint to a depth of about 30 feet or 10 feet into competent bedrock, whichever occurs first.
- 2. Laboratory testing of soil borings. The laboratory testing will be conducted on selected samples that are representative of the materials obtained during the field exploration. The following tests will be performed. The tests will be used to evaluate and classify the soils and identify subsurface site characteristics.
 - a. Moisture Content
 - b. Atterberg Limits
 - c. Percent Passing #200 mesh sieve
 - d. Overburden swell tests
 - e. Unconfined compression test for soil
 - f. Soluble Sulfates
- 3. Geotechnical Engineering Report. Data obtained from the field investigation, laboratory tests, and past experience will be used in the engineering analysis and development of

recommendations. Information provided will include the following:

- a. A plan sheet indicating the approximate location of each boring.
- b. A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
- c. A discussion of subsurface soil and groundwater conditions.
- d. A brief discussion of the site geology.
- e. Estimates of soil movement related to settlement and expansive soils (if present).
- f. Outline of the engineering properties of the natural soils present, and any existing fill, if encountered.
- g. Recommendations for foundation type, depth and allowable loading, uplift considerations, and Seismic Site Class (2018 IBC).
- h. Pavement and pavement subgrade recommendations.
- i. Earthwork recommendations, including material type(s), compaction, and backfill requirements.
- j. Electronic copy of the report.

E. ELECTRICAL ENGINEERING SERVICES

The CONSULTANT will coordinate with a sub-consultant to provide the design for a new electrical service will be installed to serve the Park. The service will be 120/240V single phase. The service will be sized with the capacity to handle the proposed park lighting. The site will be provided with LED pole lights meeting the City's lighting and glare standards.

F. ADA COMPLIANCE AND TDLR REGISTRATION

The CONSULTANT will coordinate with a sub-consultant to provide TAS Review Services. A Registered Accessibility Specialist (RAS) will review all plan documents in accordance with the rules of the Texas Department of Licensing and Regulation (TDLR). A final inspection of the new construction will be performed within one year of completion to verify the requirements of the Texas Accessibility Standards have been met. The RAS will register the project with the TDLR.

Included in this item:

- One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- One (1) site visit with the RAS for the final site inspection.

Not included in this item:

- Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.

G. BID PHASE SERVICES

During the Bid Phase, CONSULTANT will be available to provide coordination as required with prospective bidders. This may include answering pre-bid RFI's, issuing design revisions as addenda or attendance at a pre-bid conference or scoping session. Check references for the apparent low bidder and prepare a letter summarizing the bids and make a recommendation of award to the City.

H. CONSTRUCTION ADMINISTRATION

CONSULTANT will provide limited Construction Administration services by processing shop drawings and product submittals, responding to RFIs, and issuing supplemental instructions if required related to the work shown on the Plans. Submittals not required by the contract documents or not related to plans developed by the CONSULTANT will not be reviewed.

At the CLIENT's request, a representative will attend up to two (2) Owner/Contractor (OC) project coordination meetings during construction. At the request of the Owner, and in conjunction with the OC meetings, CONSULTANT will visit the site at critical junctures during site construction up to six (6) times. Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
- Testing of the irrigation main line and drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

- CONSULTANT shall not at any time supervise or have authority over any Contractor work or jobsite management construction or safety procedures, nor shall CONSULTANT have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- CONSULTANT shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which CONSULTANT has been informed in writing.

SPECIAL SERVICES

A. STRUCTURAL ENGINEERING SERVICES (as requested)

Scope of services for plans & details outlined herein and will include:

1. Pier designs for site light pole foundations
2. Entry monument support foundations.
3. Slab design for tennis court or basketball court, and pickleball courts.
4. Coordination with City and Geotechnical Engineer
5. Design services shall include preparation of structural general construction notes, specifications, reinforced concrete designs, foundation plans, and associated details in accordance with ACI, PCA, and local building code design criteria.
6. Prepare estimated Probable Construction Costs
7. Drawings shall be in AutoCAD format.

B. RETAINING WALL DESIGN

1. Cast-in-place concrete retaining wall design.
2. Drawings shall be in AutoCAD format.
3. All design and details shall be in accordance with ACI, IBC and local Building code amendments

ATTACHMENT 'B'

Compensation

The services described in Attachment A Scope of Services shall be provided for a total fee of \$181,550 (One-Hundred-Eighty-One-Thousand-Five-Hundred-Fifty Dollars). The overall fee total shown shall not be exceeded without prior written authorization from the CLIENT.

Payment for the services described in Attachment A Scope of Services shall be invoiced to the CLIENT monthly, based upon percentage completed for each task. Below is a fee breakdown by basic and special services as described in Attachment A Scope of Services:

Mercer Park

Task	Billing Type	Fee
Basic Services		
Construction Documents & Specifications		
A. Submittals & Coordination Meetings		<i>Included below</i>
B. Survey Services	Fixed Fee	\$ 10,500
C. Park Design		
i. Landscape Architectural Services	Fixed Fee	\$ 35,000
ii. Civil Engineering Services	Fixed Fee	\$ 55,000
D. Geotechnical Engineering Services	Fixed Fee	\$ 7,755
E. Electrical Engineering Services	Fixed Fee	\$ 9,900
F. TAS/TDLR Coordination	Fixed Fee	\$ 2,500
G. Bid Phase Services	Fixed Fee	\$ 5,000
H. Construction Phase Services	Hourly	\$ 15,000
Total Fee for Basic Services		\$ 140,655
Special Services		
A. Structural Engineering Services (as requested)	Fixed Fee	\$ 32,895
B. Retaining Wall Design	Fixed Fee	\$ 8,000
Total Fee for Special Services		\$ 40,895
Total Fee for Services		\$ 181,550

Attachment C

Teague Nall and Perkins, Inc.

2024 Standard Hourly Rates

Effective January 1, 2024 to December 31, 2024

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00
Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00

S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00
4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Hourly Billing Rate

Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$190.00	
Utility Coordinator	\$170.00	
SUE Field Manager	\$190.00	
Sr. Utility Location Specialist	\$180.00	
Utility Location Specialist	\$135.00	
1-Person Designator Crew w/Equipment***	\$165.00	
2-Person Designator Crew w/Equipment***	\$220.00	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$335.00	(4 hr. min.)
Core Drill (equipment only)	\$830.00	per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,400.00	each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$2,900.00	each

Hourly Billing Rate

Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are for 2024 and are subject to change in subsequent years.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, and field supplies.*

ATTACHMENT 'D' PROJECT SCHEDULE

CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

Upon receiving a notice to proceed the schedule will be developed within ten (10) business days. TNP shall endeavor to accomplish the work in a timely manner in accordance with a schedule based on the magnitude of the task as coordinated with the Client.

ATTACHMENT 'E' PROJECT LOCATION



SURVEY LIMITS:

