

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT (“Agreement”) is made and entered into between the **CITY of Garland, Texas** ("CITY"), and **Teague Nall and Perkins, Inc.** ("CONSULTANT").

### WITNESSETH

For and in consideration of the agreements contained herein, CITY and CONSULTANT or agree as follows:

- 1. Retention of CONSULTANT.** CITY hereby retains CONSULTANT for the services defined as Lou Huff Park Improvements Task 1 as more fully detailed in the CITY’s Request for Qualifications/Proposal (**Bid #1188-22**) (the “RFQ”), and CONSULTANT’s Statement of Work and/or proposal dated **January 26, 2023** (the “Response”), both of which are attached hereto, respectively, as Exhibits “B,” “C,” and “D” incorporated herein for all purposes. Further, as this Project is wholly or partially funded by federal monies supplied under the American Rescue Plan Act (“ARPA”), CONSULTANT agrees to the terms set forth in the documents outlining federal requirements for this contract (the “ARPA Documents”), which are attached hereto as Exhibit “A” and incorporated by reference for all purposes. In the event there is an express conflict or inconsistency between the terms and provisions of the RFQ, Response, and this Agreement (collectively, “Governing Documents”), the order of precedence and control shall be: (i) this Agreement, (ii) the RFQ (including exhibited ARPA Documents), then (iii) the Scope of Work or Proposal from the CONSULTANT. CONSULTANT represents, based upon its professional experience and expertise, that all tasks necessary to provide the services contemplated by this Agreement are contained within the Governing Documents and that the CONSULTANT will complete those tasks pursuant to the terms and conditions therein.
- 2. Compensation.** Notwithstanding any provision or estimate contained herein to the contrary, or work actually performed, the total cost of all services shall not exceed a Fixed Fee for Task 1 of ONE HUNDRED AND THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS (**\$133,500.00**), refer to Exhibit “D.”
- 3. Term.** Services provided by CONSULTANT under this contract shall commence on the date of the last signing party and conclude upon the completion of the performance contemplated within Exhibit B and scope detailed in Exhibit C.
- 4. Information Provided by Others.** The CITY shall provide CONSULTANT, in a timely manner, any information reasonably necessary to perform the services contemplated by this Agreement. CONSULTANT shall be able to rely on the accuracy of the information provided by the CITY and its representatives unless CONSULTANT knows the information is inaccurate or its inaccuracy should have been apparent.

5. **Records and Audit.** CONSULTANT shall keep true, complete, and accurate books and records of all costs for which it seeks reimbursement from the CITY under this Agreement. The CITY shall have the right, upon reasonable notice and during business hours, to audit those books and records and to obtain copies of those books and records at the CITY's expense.

6. **Statutorily Mandated Provisions.**

- a. **Verification CONSULTANT Does Not Boycott Israel.** Pursuant to Chapter 2271 of the Texas Government Code, if CONSULTANT has ten or more full-time employees and this contract is for goods or services and requires the expenditure of \$100,000 or more of public funds, then CONSULTANT hereby represents that does not boycott Israel and will not boycott Israel during the Term of the Agreement.
- b. **Verification CONSULTANT does not Boycott Certain Energy Companies.** Pursuant to SB 13 of the 87<sup>th</sup> Regular Session of the Tex. Legislature, enacted on June 14, 2021, and any relevant provisions of the Texas Government Code, if CONSULTANT has ten or more full-time employees and this contract is for goods or services and requires the expenditure of \$100,000 or more of public funds, then CONSULTANT verifies that it does not boycott certain energy companies and will not boycott said energy companies during the Term of the Agreement.
- c. **Verification CONSULTANT Does Not Discriminate Against Firearm and Ammunition Industries.** Pursuant to SB 19 of the 87<sup>th</sup> Regular Session of the Tex. Legislature, enacted on June 14, 2021, and any relevant provisions of the Texas Government Code, if CONSULTANT has ten or more full-time employees and this contract is for goods or services and requires the expenditure of \$100,000 or more of public funds, then CONSULTANT verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or a firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the Term of the Agreement.
- d. **Prohibition on Contracts with Certain Companies.** CONSULTANT and the person or persons executing this Agreement on behalf of CONSULTANT, or representing themselves as executing this Agreement on behalf of CONSULTANT (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named 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>

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

- e. **Open Records Contracting Information.** If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and CONSULTANT agrees that this Agreement may be terminated if CONSULTANT knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, CONSULTANT agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.
  
- f. **Certificate Regarding Foreign Ownership of Companies Involved in Critical Infrastructure Projects.** Pursuant to SB 2116 of the 87th Regular Session of the Tex. Legislature, enacted on June 18, 2021, and any relevant provisions of Texas law, if this Agreement involves the construction or repair of a communications infrastructure system, a cybersecurity system, the electrical grid, a hazardous waste treatment system, a water treatment facility, or any other critical infrastructure as defined by Section 113.001(2) of the Texas Business & Commerce Code, then CONSULTANT, by executing the Agreement, certifies that it is not owned by nor is the majority of CONSULTANT's stock or other ownership interest held or controlled by the government or citizens of the following countries: China, Iran, North Korea, Russia, and any other country designated by the Governor of Texas as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code (the "Prohibited Countries"). CONSULTANT further certifies that it is not owned, held, or controlled by any company or governmental entity controlled by or headquartered in the Prohibited Countries.
  
- g. **Copyright and Patent Indemnification.** CONSULTANT will defend, indemnify and hold The CITY harmless from and against any loss, cost and expense that The CITY incurs because of a claim that use of any of CONSULTANT's products infringes any United States copyright of others. CONSULTANT's obligations under this indemnification are expressly conditioned on the following: (i) The CITY must promptly notify CONSULTANT of any such claim; (ii) The CITY must grant CONSULTANT sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if The CITY chooses to represent its own interests in any such action, The CITY may do so at its own expense, but such representation must not prejudice CONSULTANT's right to control the defense of the claim and negotiate its settlement or compromise); (iii) The CITY must cooperate with CONSULTANT to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications The CITY made or from the use or combination of the modifications The CITY made with items provided by The CITY or others. If a Product is, or in CONSULTANT's opinion is likely to become, the subject of a United States copyright infringement claim, then CONSULTANT, at its sole option and expense, will either: (A) obtain for The CITY the right to continue using the Product(s) under the terms of this Agreement; or (B) replace the Product(s) with products that are substantially

equivalent in function, or modify the Product(s) so that it or they becomes non-infringing and substantially equivalent in function; or (C) refund to The CITY the portion of the fee and charges paid to CONSULTANT for the Products(s) giving rise to the infringement claim.

- h. Public Information Act.** Notwithstanding any other provision of this Agreement, the Parties acknowledge that the CITY is required to comply with the Texas Public Information Act ("TPIA") when responding to records requests made under the TPIA. Pursuant to the requirements of the TPIA, if the CITY receives a request for information which the CONSULTANT has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the CITY will respond to the request in accordance with the procedures set forth in the TPIA. Specifically, the CITY will notify the CONSULTANT of its receipt of the request. The Parties acknowledge that the TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. The CITY shall not be obligated to submit the brief supporting those claimed exceptions. The CONSULTANT shall be solely responsible for submitting the brief and the documents in issue to the attorney general. Nothing in this agreement shall require The CITY to institute or participate in any litigation relating to an opens records request for information that CONSULTANT considers to be confidential.

**7. Status of CONSULTANT.** CONSULTANT acknowledges that CONSULTANT is an independent contractor of the CITY and that CONSULTANT is not an employee, agent, official or representative of the CITY. CONSULTANT shall not represent, either expressly or through implication, that CONSULTANT is an employee, agent, official or representative of the CITY. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the CONSULTANT.

**8. Indemnification.** TO THE FULLEST EXTENT ALLOWED BY TEXAS LAW, CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GARLAND, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) RESULTING FROM THE NEGLIGENCE OF CONSULTANT IN PERFORMANCE OF THIS AGREEMENT.

**9. Termination.** Either party may terminate this Agreement at any time, at will and without cause, five (5) days after delivery of written notice of termination to the other party. If this Agreement, including failure to meet agreed upon project milestones, the CITY may terminate this Agreement effective immediately upon providing CONSULTANT notice. In the event the CITY

terminates this Agreement and CONSULTANT is not in default or in breach of this Agreement, CITY agrees to pay CONSULTANT for all services actually performed and for reasonable expenses actually incurred as of the day CONSULTANT received notice of the termination, provided that such services and expenses conform to the terms of this Agreement.

**10. Insurance.**

(A) CONSULTANT shall maintain in effect, at its own expense, comprehensive general liability insurance (bodily injury and property damage) of Two Million Dollars (\$2,000,000.00) aggregate coverage. The policy shall contain a waiver of subrogation in favor of the CITY, and shall contain an endorsement requiring the CITY be given thirty (30) days' advance notice of cancellation.

(B) CONSULTANT shall maintain Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five Hundred Thousand Dollars (\$ 500,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage including a waiver of subrogation in favor of the CITY.

(C) The CONSULTANT may achieve the required limits and coverage for Commercial General Liability and Automobile Liability insurance through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 10(A) – (B), and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

(D) Workers' Compensation at statutory limits and providing for a waiver of subrogation in favor of the Owner.

(E) Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limits.

(F) CONSULTANT shall maintain in effect, at its own expense Professional Liability Insurance covering negligent acts, errors, and omissions with a minimum of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. This policy must be written on an Occurrence Form. If coverage is provided on a Claims-Made Form, then it must have a retroactive date at least to the first date of the applicable contract for which coverage is provided. The policy shall also contain a waiver of subrogation in favor of the CITY, and shall contain an endorsement requiring the CITY

be given thirty (30) days advance notice of cancellation.

(G) Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

(H) To the fullest extent permitted by law, the CONSULTANT shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the CITY as an additional insured for claims caused in whole or in part by the CONSULTANT's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the CITY's insurance policies and shall apply to both ongoing and completed operations.

(I) The CONSULTANT shall provide certificates of insurance to the CITY that evidence compliance with these requirements.

**11. Standard of Care.** CONSULTANT will perform services under this Agreement with the professional skill and care ordinarily provided by competent **landscape architect** practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent **landscape architect**.

**12. Notices.** Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is posted in a U.S. mail receptacle, postage prepaid, to the address of the applicable party set out below such party's signature herein below, if sent by mail. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**13. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**14. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**15. Waiver.** Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

16. **Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

17. **Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. The parties acknowledge that they have read and participated in the preparation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.

18. **Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

19. **Counterparts.** This Agreement has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

20. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of an independent contractor.

21. **Exhibits.** All exhibits attached hereto are incorporated herein by reference for all purposes wherever reference is made to the same provided that, to the extent of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.

22. **Non-Collusion.** CONSULTANT represents and warrants that CONSULTANT has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Agreement. CONSULTANT further agrees that CONSULTANT shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Agreement) for any of the services performed by CONSULTANT under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to CONSULTANT, CONSULTANT shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to CONSULTANT under this Agreement.

**23. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT or furnished to the CONSULTANT by the CITY shall be delivered to and become the property of the CITY.

**24. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOVERNMENT CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**25. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** CONSULTANT represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**26. Entire Understanding.** This document and any exhibits constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**27. No Waiver of Immunity or Defense.** To the extent, if any, that this Agreement imposes an obligation on the CITY to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of this Agreement. All obligations of the CITY under this Agreement are payable solely from the CITY's gross revenues and no ad valorem tax revenue or other revenues of the CITY shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Agreement, nor shall CONSULTANT have the right to demand payment of any amounts under this Agreement be paid from funds raised or to be raised from ad valorem taxation. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of the CITY of such kind as to require the CITY to levy and collect ad valorem taxes to discharge its obligations and no obligation of the CITY to make a payment or other expenditure under this Agreement shall be payable through funds raised by taxation. The CITY has not created and is not required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Agreement. To the extent not otherwise covered in this Agreement, the CITY retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that the CITY is entering into this Agreement in its governmental capacity and the subject and nature of this Agreement are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.



[ **THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.** ]

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY:**

**CITY OF GARLAND, TEXAS**

**CONSULTANT:**

**TEAGUE NALL AND PERKINS, INC.**

\_\_\_\_\_  
Gary L. Holcomb, C.P.M., CPPO  
Director, Procurement & Contracts

\_\_\_\_\_  
Nicholas Glade Nelson, PLA, LEED AP  
Director of Landscape Architecture

**ADDRESS FOR NOTICE:**

**CITY**

City of Garland  
200 North Fifth Street  
P. O. Box 469002  
Attn: Joel J. Wilson  
Contracts Manager

**CONSULTANT**

Teague Nall and Perkins, Inc  
5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137  
Attn: Nicholas Glade Nelson, PLA, LEED AP

*With a copy to:*

Office of the City Attorney  
200 N. Fifth Street  
P.O. Box 469002  
Garland, Texas 75046-9002

**Exhibit A**  
ARPA Forms & Documents

1. ARPA Certificate of Nondebarment-suspension --  
Lower Tier Contractors
2. ARPA Certificate of Nondebarment-suspension --  
Prime Contractor
3. ARPA Cost Certification Form
4. ARPA Civil Rights Certification Form
5. ARPA Lobbying Certification Form
6. ARPA Disclosure of Lobbying Activities Form
7. CITY of Garland ARPA Addendum

**Exhibit B**  
Request for Qualifications

**PROFESSIONAL DESIGN SERVICES  
LOU HUFF PARK IMPROVEMENTS**

**RFQ # 1188-22**

CITY OF GARLAND  
PURCHASING & CONTRACT ADMINISTRATION DEPARTMENT  
200 N. FIFTH ST., 2<sup>ND</sup> FLOOR  
GARLAND, TX 75040

PRIOR TO: 3:00 P.M. ON OCTOBER 18, 2022

ADVERTISEMENT DATE: SEPTEMBER 29, 2022

**RFQ FOR  
PROFESSIONAL ENGINEERING SERVICES  
LOU HUFF PARK IMPROVEMENTS**

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**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
PROFESSIONAL SERVICES  
LOU HUFF PARK IMPROVEMENTS**

**Bid No. 1188-22  
Closes October 13, 2022 @ 3PM**

**I. ADVERTISEMENT**

Refer to Notice to Bidders by Purchasing Department.

**II. PURPOSE**

The CITY of Garland is seeking to identify a highly qualified firm (CONSULTANT) to provide Architectural and Engineering Services for the planned improvements at **Lou Huff Park located at 515 E. Avenue B**. This Request for Qualifications (RFQ) describes the project, anticipated scope of services, CONSULTANT selection process, and minimum information that must be included in a Response in the form of a Statement of Qualifications (SOQ).

**Careful review of the proposed project deliverables is strongly encouraged.**

**III. PROJECT OVERVIEW, DESCRIPTION AND OBJECTIVES**

The CITY is seeking to procure planning, design, construction administration services, and/or project management to implement park improvements through this RFQ. The CITY desires to engage in community outreach with the surrounding neighborhoods to ascertain public input from regular visitors of this park to incorporate amenities desired by the community. The Garland CITY Council approved funding through the American Rescue Plan Act of 2021, which provides funding for the project.

A selected CONSULTANT will be contacted by the CITY to negotiate the terms of a professional service agreement. For the purpose of familiarizing interested CONSULTANTS with standard CITY of Garland contract language, a sample contract is attached. Please note that this contract template has been prepared by the CITY Attorney's Office and the terms and language expressed are not subject to change. The language in the sample agreement should be considered unalterable for the purpose of those evaluating interest in submitting an SOQ and working with the CITY of Garland. The CITY of Garland also requires that a certificate of insurance be provided at the time of entering into an agreement.

#### **IV. PROFESSIONAL SERVICES REQUESTED**

The CITY proposes to retain a qualified, capable landscape architecture CONSULTANT to serve as the prime CONSULTANT of the design team to perform the planning and design for this project. The selected firm will be required to provide a range of Architectural and Engineering services as necessary and applicable for the site planning, space programming, design, and construction administration of the project. Firms must exhibit the required knowledge, qualifications, and expertise to deliver such professional services.

The design team will be expected to reference the adopted Strategic Master Plan for the Parks, Recreation and Cultural Arts department for inclusion of major design elements for the park development. The below list of amenities is intended to be a starting point for conceptual purposes but is subject to change pending the community outreach phase of design. The project improvements may include:

- Demolition of existing building(s)
- Building renovation/repurpose
- Permanent restroom building
- FUTSAL court with spectator area
- Loop trail
- Basketball court resurfacing
- Sports lighting
- Picnic area
- Shade structure(s)
- Large outdoor grill
- Retaining wall
- Site furnishings
- Landscape and irrigation
- Site utilities
- Paving
- Other amenities as determined

The available construction budget for this project is approximately **\$ 3,750,000**.

#### **V. PROJECT DELIVERABLES**

The deliverables anticipated with this project will include but not be limited to exhibits, plans, specifications, memoranda, and reports as necessary to complete a fully executed park development project through all phases of the project life cycle including but not limited to conceptual planning, community outreach, detailed design, and construction administration.

#### **VI. PROJECT SCHEDULE AND FUNDING**

It is anticipated the CONSULTANT will complete the design process within **270** calendar days, calculated from the time the contract is executed.

Firms may propose an alternate schedule for consideration based upon what is considered reasonable to complete the project, with preference given to firms able to shorten the duration.

The project is funded by American Rescue Plan Act of 2021, the Coronavirus Local Fiscal Recovery Fund (CLFRF), which provides emergency funding for eligible local governments.

# Exhibit C

## Consultant's Scope of Services

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

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

### Assumptions:

- The project scope for Lou Huff Park is being separated into two separate tasks.
- Project construction budget is \$3.75 million.
- The scope generally anticipates design by the landscape architect for both hardscape and planting improvements.
- The scope anticipates design by the architect for building/pavilion improvements.
- Task 1 Includes coordination with appropriate CONSULTANT team members such as the CITY, community engagement, geotech, environmental, architect, as appropriate. Task 2 will include coordination with community engagement, architect, architectural structural, civil structural, civil, MEP engineer, and/or contractor as appropriate.

### Exclusions:

- Presentations, documents, or plans required for council presentations, "Special Exceptions", Variances or Zoning changes beyond those described that may be required by the design solutions chosen by the CITY.
- Multiple design alternatives beyond those described or significant site plan revisions following acceptance at each given phase of review documents.
- There will be no submittal for TAS/ADA review associated with Task 1.

### PUBLIC INVOLVEMENT/STAKEHOLDER ENGAGEMENT SERVICES:

CONSULTANT will subcontract and coordinate with a subCONSULTANT to provide public engagement services that include organizing stakeholder groups and facilitating active exploration and discussion of the project's goals, values, desires, and concerns, with a method focused on in-person meetings, interviews, surveys, and polling, as well as visual/graphic aids. Results will be collated, analyzed, and incorporated into final park design services.

### *Included in this item:*

- One (1) Key CITY Representative Meetings
- One (1) Technical Advisory Committee Meetings
- One (1) Community Input Meetings



- One (1) Design Charrette
- One (1) Park Board Meetings
- One (1) Council Meetings
- CONSULTANT will develop a summary of preferred community direction from the collated results of each meeting and charrette to be incorporated into subsequent meetings and the final park master plan.

*Not included in this item:*

- Civil infrastructural planning, design, or specifications
- Construction cost estimating

**SUBMITTALS & COORDINATION MEETINGS:** A Landscape Architect from CONSULTANT will attend meetings and or presentations to coordinate with other team members and the CITY during the Task 1 phase. Findings will be submitted as outlined below for CITY review.

*Included in this item:*

- Up to five (5) coordination meetings with CONSULTANT and CITY (in-person and/or virtual) during Task 1 of the project.
- Official submittals as follows:
  - One (1) Key CITY Representative Meeting Summary to include project schedule, contact list, organizational chart, and meeting minutes.
  - One (1) Technical Advisory Committee Meetings Summary to meeting minutes and action items.
  - One (1) Community Input Meetings Summary to include qualitative data, quantitative data, and programming preferences.
  - One (1) Design Charrette Summary to include design preferences and direction from community.
  - One (1) Park Board Meetings material for presentation packet.
  - One (1) Council Meetings presentation packet.

**CONCEPTUAL DESIGN SERVICES:** CONSULTANT will provide conceptual design alternatives. The plan will generally show layout of programming, general planting and ground-plane hardscape elements such as pedestrian paving, location of ornamental features, light fixtures, site furniture, fencing, and seat walls/retaining walls, park amenities, and other proposed site features as developed from public involvement process.

*Included in this item:*

- Conceptual Design
  - Develop up to two (2) conceptual plan alternatives for CITY review, selection, and coordination.

- Develop 2d and/or 3d renderings, to depict the concept options in enough detail to demonstrate design intent to the CITY. These services may include, but not be limited to hand renderings, computer generated renderings, image boards, or a combination of the above.
- Develop rough order of magnitude cost estimates to aid the CITY in selection of preferred programming as it relates to existing budget of \$3.75 million.
- Coordination with the architectural CONSULTANT to develop architectural elements per community engagement received.
- Coordination with the civil engineers and architects to support the overall concept design.
- Consolidation of concepts into a “Preferred Option.”

*Not included in this item:*

- Detailed schematic design.
- Detailed design of individual elements.
- Construction or development phasing plan.
- Zoning exhibits for CITY review.

TOPOGRAPHIC SURVEY: CONSULTANT will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor.

*Included in this item:*

- Location of permanent improvements on, and immediately adjacent to, the site.
- Spot elevations on a 50-foot grid.
- Contours on one-foot intervals.
- Top of curb and gutter elevations for paving on, and immediately adjacent to, the site.
- Locations, species, common name, and trunk diameter of trees over #6-inches in caliper and/or the outline of heavily wooded areas.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- CONSULTANT will graphically plot the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.

*Not included in this item:*

- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Boundary surveying.

- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.

**COMMUNITY ENGAGEMENT:** CONSULTANT will contract with a sub-CONSULTANT to provide a community engagement for the project. The engagement will be coordinated and integrated into the design process of the CONSULTANT. This item will include the meetings and corresponding summaries as detailed in the “Public Involvement/Stakeholder Engagement Services”.

**GEOTECHNICAL INVESTIGATION:** CONSULTANT will contract with a sub-CONSULTANT to provide a Geotechnical Investigation for the project. The investigation will be performed by a Licensed Geotechnical Engineer. This item will include a report that will provide site information and recommendations for pavements, foundations, and other program design requirements. It is anticipated that four (4) bores will be needed for the project.

**ENVIRONMENTAL INVESTIGATION:** CONSULTANT will contract with a sub-CONSULTANT to provide a Environmental Investigation for the project. This item will include a report that will provide site information and delineation for a proposed pedestrian bridge. Due to the age of the park being older than 50 years an archeological assessment and cultural resource assessment will also be provided to satisfy requirements associated with federally funded projects.

**REIMBURSABLE EXPENSES:** Included in this item are usual and customary expenses normally incurred during this type of project. These could include travel expenses, courier delivery charges, overnight delivery charges, copies of deeds, copies of existing plans and/or maps, photocopies, printing and reproduction (either in-house or by reproduction company). Application, review and filing fees are not included in this item. A copy of our “Standard Billing Rates for In-House Reimbursable Charges” is attached for your reference.

**ADDITIONAL SERVICES** (available upon request)

**ARCHITECTURAL DESIGN:** CONSULTANT will contract with an architect sub-CONSULTANT to reimagine the existing pre-engineered metal building steel, currently used as a warehouse, into a dynamic architectural element. The architect sub-CONSULTANT, along with the CONSULTANT, will develop a design concept based on the CITY and community input for review. The proposed development of the architectural element will be prepared as follows:

- Conceptual Design
  - Listen to public input.
  - Develop two (2) architectural element concept options for CITY & Public Comment.
  - Incorporate Public Comment into final concept.

# Exhibit D

## Consultant's Compensation

The services Task 1 as described in Exhibit C Scope of Services shall be provided for a total lump sum fixed fee of \$133,500 (One Hundred and Thirty-Three Thousand Five Hundred Dollars). The overall fee total shown shall not be exceeded without prior written authorization from the CITY.

Payment for the services described in Exhibit C Scope of Services shall be invoiced to the CITY on a monthly basis, based upon percentage completed for each task. Below is a fee breakdown by task for the services described in Exhibit C Scope of Services:

### ***Lou Huff Park Improvements***

<b>Task 1</b>	<b>Fee</b>
Basic Services	
<i>Public Involvement / Stakeholder Engagement Services</i>	\$ 12,000
<i>Submittals &amp; Coordination Meetings</i>	\$ 4,000
<i>Conceptual Design Services</i>	\$ 15,000
<i>Topographic Survey</i>	\$ 28,000
<i>Community Engagement</i>	\$ 20,000
<i>Geotechnical Investigation</i>	\$ 12,000
<i>Environmental Investigation</i>	\$ 19,000
<i>Reimbursable Expenses</i>	\$ 3,500
Basic Service Subtotal:	\$113,500
Additional Services (available upon request)	
<i>Architectural Design</i>	\$ 20,000
Additional Services Subtotal:	\$ 20,000
<b>Total Fee for Services</b>	<b>\$ 133,500</b>