



OCTOBER 17, 2024

**AGREEMENT FOR
PROFESSIONAL SERVICES**

ALSBURY AND HULEN COMMUNITY PARK SCHEMATIC DESIGN

CITY OF BURLESON
LandDesign PN: 8524106

This Agreement is made and entered into as of the _____ day of _____, 20____, by and between City of Burleson (the "Client") located at 141 W. Renfro Street, Burleson, TX 76028 and LandDesign, Inc. (the "Consultant") located at 5217 Alpha Road, Suite 140, Dallas, TX 75240.

The Client desires to retain the services of the Consultant to provide survey, civil engineering, and landscape architecture for the Client's Alsbury and Hulen Community Park (the "Project") pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT'S RESPONSIBILITIES

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client's consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the "Consultant's Documents".

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement (“Pre-Agreement Services”). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client’s directive or substitution made without the Consultant’s written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant’s Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant’s site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant’s Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor’s failure to perform its work in accordance with the requirements of the Consultant’s Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant’s review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant’s Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant’s review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor’s responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project’s property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which shall be considered Additional Services under Section 2.4.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates _____ as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and its subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Client shall make payment in accordance with Chapter 2251 of the Texas Government Code.

ARTICLE 5: INSURANCE & INDEMNIFICATION

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

- i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
- iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
- v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.

5.2 This section is intentionally omitted.

5.3 This section is intentionally omitted.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 This section is intentionally omitted.

5.6 This section is intentionally omitted.

5.7 The indemnity provision set forth in Section 5.4 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by

Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of its services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):

- i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
- ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
- iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
- iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this Subparagraph.
- v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.

6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the

successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of Texas, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.
PO Box 36959
Charlotte, NC 28236
223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Burleson
141 W. Renfro Street
Burleson, TX 76028

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of Texas, which shall have exclusive jurisdiction of said dispute.

8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC.

BY: _____ **DATE:** _____
Brian Dench for LandDesign, Inc.
Principal

CITY OF BURLESON

BY: _____ **DATE:** _____
Tommy Ludwig, City Manager

EXHIBIT A

SCOPE OF SERVICES

Based on the Request from City staff during a meeting on September 19, 2024, the Consultant shall provide survey, civil engineering, and landscape architecture services for the preparation of the Schematic Design for the Alsbury and Hulen Community Park. The Schematic Design will be based upon the City approved park master planning that was previously completed by the Consultant. The Consultant shall work collaboratively with the City to develop the Schematic Design package.

PROJECT MANAGEMENT

The Consultant is committed to providing the City with a dedicated team for this and each additional assignment under the long-term relationship.

For overall project administration, Heth Kendrick shall serve as the primary point of contact, with the City's Project Manager (PM), marshalling the expertise and resources needed through all project phases. Consultant anticipates employing a dedicated, core team of individuals:

- Project Manager / Point of Contact - Heth Kendrick
- Civil Engineering Expertise - Brian Dench
- Project Designer(s) – Mix of Designers

This size and mix of team skills has been found ideal for these types of collaborative efforts, with additional supporting staff brought in for specific project elements (surveying, environmental, etc.) as needed. The Consultant is a multi-disciplinary firm offering planning, landscape architecture, and civil engineering, which is a differentiator that has proven to be of great value to the Consultant's Clients.

SUB-CONSULTANTS

In addition to the Scope of Services described below, the following are other team members that may be required for the project:

- A. Architect.
- B. Land Use Attorney.
- C. Geotechnical Engineer.
- D. Traffic Engineer.
- E. Dry Utility/Underground Utility Location Consultant.
- F. Sustainability/Renewable Energy Consultant.
- G. Noise Consultant.
- H. Structural Engineer.
- I. MEP Engineer.

The City shall be responsible for providing other sub-consultants which may be required for the Project. If the City desires the Consultant to procure and manage subconsultants to provide these design services, then a 10% mark-up will be added to subconsultant fees.

The Consultant shall coordinate with the City to ensure that the work prepared by subconsultants is fully coordinated, however, the Consultant is not responsible for the work prepared by subconsultants provided by the City.

I. PRELIMINARY SITE DUE DILIGENCE

PHASE 100

Consultant shall perform a due diligence review and coordinate with City staff regarding the proposed development. The goal of this phase is to review and coordinate items which may affect the development of the property. This phase will include, at a minimum, the following:

- A. Review of civil and landscape related development standards.

- B. Review of parks related design guidelines and materials.
- C. Review of site access for the property.
- D. Review of fire department access requirements.
- E. Review of design requirements for the on-site retention/detention pond.
- F. Review existing City utility locations and identify any required offsite improvements and identify connection locations.
- G. Review of existing JCSUD water mains in the vicinity of the property.
- H. Review of floodplain maps to review if limits are associated with the tracts.
- I. Attend a Pre-Design review meeting with the City staff to review and coordinate the anticipated Schematic Design of the property.
- J. Attend a Pre-Design Review meeting with JCSUD and City Engineering staff to review and coordinate water service to the proposed development.

II. ALTA SURVEY

PHASE 110

ALTA/ACSM Land Title Survey of the 52.7+/- acre tract- Surveyor will provide the necessary field and office services to provide ALTA/NSPS Land Title Survey. This survey will conform to the current 2021 Optional Table "A" Items 1, 2, 3, 4, 7a, 7b1, 8, 11b, 13, 14, 16, 19 (1,000,000.00). Zoning and/or setback lines will be shown/noted per provided information or report. This survey scope does not include a tree survey and/or platting. Current title report for these properties shall be provided to surveyor by the City. Surveyor is not responsible for abstracting the subject properties. Review of any oil, gas, and mineral leases, or rights as located within a current title commitment are beyond the scope of this contract and will not be reflected or noted on the final survey.

III. TOPOGRAPHIC SURVEY

PHASE 120

Surveyor will prepare a design Topographic Survey on a 50'x50' grid of the subject 52.7+/- acre tract with all data referenced to NAVD 88 Vertical Datum, 2001 Adjusted. This survey will locate all visible on-site improvements, wet and dry utilities with invert elevations where accessible, and the limited information for the adjoining roadways. Included will be locations of underground utilities per markings as resulting from a "ONE CALL" request. Underground City utilities will be shown as a "best fit" of surface features per provided utility plans. Surveyor will establish a minimum of two (2) horizontal and vertical control points for the project. These points will be project specific and of a nature and placement to generally last for the project duration. This survey scope does not include a tree survey and/or platting.

IV. TREE SURVEY

PHASE 130

Surveyor will provide the necessary field and office services to complete the minimum work to provide the location, species (common name), caliber size, and tags on all trees six (6) inches and up. These services also include the services for a licensed arborist to review and confirm tree identifications. ALTA Boundary and topographic survey services are not included in this scope of services.

V. WATERS OF THE UNITED STATES DELINEATION

PHASE 140

Consultant will provide professional services to delineate all waters of the United States, including wetlands, within the project site. The wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, Consultant will digitize these Waters of the United States for planning purposes, impact calculation, and illustration purposes. This delineation will be provided for inclusion in the engineering plans to avoid and minimize impacts to Waters of the United States (if any are

present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered Waters of the United States.

VI. PRELIMINARY DRAINAGE ANALYSIS

PHASE 150

Consultant will provide the following:

1. Data Gathering – Obtain publicly available data relevant to the project including GIS, aerial topographic, soil, land use data, as well as plans and topographic survey data. City to provide available digital data of the Shannon Creek Master Drainage Study.
2. Site Visit – Complete a site visit to review in situ H&H parameters.
3. Hydrologic Modeling – Update and revise the hydrologic models, using the Shannon Creek Master Drainage Study as a base for the 5-year and 100-year design events. Modeling will include existing conditions, proposed conditions, and fully developed conditions. Initially, Consultant will provide two (2) options for the onsite detention pond, one (1) that matches the Client's proposed park concept as well a second concept that provides additional detention to potentially reduce overall watershed peak discharges. Based on City feedback, one of the above concepts will be selected and updated for the remainder of the study. As needed, provided recommendations for updates to the project hydrologic drainage areas to meet design criteria.
4. Hydraulic Analysis – Prepare a hydraulic analysis to represent onsite drainage channel. Based on hydraulic output and flow patterns of the analysis, provide recommendations for the pond spillway configuration and the anticipated pedestrian trail crossings.
5. H&H Updates – Based on feedback from City, make up to two (2) revisions to Consultant's recommended improvements. Additional revisions may be provided as an additional service and fee.
6. Preliminary Flood Study – Prepare a brief report summarizing the drainage analysis and results.
7. Client Coordination – Responding to comments regarding the analysis. Respond to up to two (2) sets of comments.
8. Meetings –Attend up to four (4) teleconferences at City's request.

VII. SCHEMATIC DESIGN

PHASE 160

- A. The Schematic Design Plans shall depict a more detailed plan of the City approved conceptual Alsbury and Hulen Community Park layout at an appropriate scale and will include access drives network, the location/extent of parks and recreation uses, conceptual concession/restroom building footprints (provided by City), driveways/parking, open space areas and trail network, conceptual grading, preliminary utility layouts, and preliminary drainage/pond layouts.
- B. The Schematic Design Plans may include, but is not limited to, the following:
 - i. Dimensional Control Plan including, but not limited to, vehicular parking and pedestrian circulation dimensions.
 - ii. Conceptual Mass Grading Plan.
 - iii. Diagrammatic Public Water, Sanitary Sewer, and Drainage Plan.
 - iv. Preliminary Pond Layout Plan.
 - v. Conceptual Landscape Plan.
 - vi. Materials Plan including, but not limited to, hardscape, site furnishings, and site lighting. Lighting locations shall be placed for aesthetic purposes only and not based

on photometric calculations.

2. Attend one (1) meeting with the City for detailed review of Schematic Design Plans. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area. Attendance for additional meetings requested by the City shall be considered an additional service at an additional expense as listed in the Meetings phase.
3. Based on City input and feedback, the Consultant shall make minor revisions to the Schematic Plans. The revised deliverables submitted to the City shall conclude the design process for this scope of work.

ADDITIONAL MEETINGS

PHASE 070

Attendance for additional meetings and Scope of Services outside of those listed within this agreement and requested by the City shall be considered an additional service at an additional expense. These meetings/services shall be billed at an "hourly rate" at a cost per professional as defined in Attachment B. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area.

EXCLUSIONS

1. Additional design fees shall be required to advance specific areas as needed at a detailed site plan level than provided in Schematic Design. This includes detailed site design at a smaller scale, such as 20-scale (or other appropriate), as well as design documents (DD and CDs).
2. Change of Scope of Services.
3. Site permits are not included at this time.
4. Any community engagement services.
5. Rezoning and Entitlements.
6. Economic Development documentation and assistance.
7. Design modifications required by City after delivery of the SD Plans.
8. Photometric study.
9. Irrigation design or considerations.
10. Consultant will not contact manufacturer / fabricator / supplier for unit costs.
11. Consultant will not place site furniture / material orders to manufacturer / fabricator / supplier.
12. Design, demarcation, and survey and coordination of private utilities.
13. Geotechnical and pavement design services.
14. Design / study of off-site public roads/utilities.
15. Survey services for platting, separate instrument easements, construction staking, etc.
16. Tree mitigation and preservation plans.
17. Division 2 spec writing and/or project specification manual.
18. Site regulatory signage and/or sign plan requiring legislative approvals (i.e., wayfinding, entrance/monument, and information signage).
19. Building/signage permits.
20. Water Quality Analysis / Impact Assessment.
21. Water Distribution Modeling.
22. Coordination / exhibits / negotiations with offsite property owners related to road dedications and easements.
23. Offsite Letters of Permission.
24. Coordination with adjacent railroad company representatives.
25. Design Guidelines.
26. Vision Books and post-production documentation.
27. Noise Studies.
28. Architectural, structural, and MEP Engineering services.
29. Environmental Consulting (LEED, Energy Star, etc.).
30. Endangered Species Act Determination.
31. Preliminary quantities and determination of an opinion of probable cost.
32. Coordination, relocation, and abandonment of existing on-site private utilities and easements.
33. Vertical soft digs and subsurface utility location services.

34. Formal drainage study, downstream assessment, CLOMR/LOMR.
35. Capacity analysis for existing public / private roadways, sanitary sewer, water, and stormwater infrastructure.
36. Wetland survey and/or permitting with the US Army Corps of Engineers.
37. Environmental assessments, if required.
38. Assistance with acquiring or abandoning easements or right-of-ways, if required.
39. Private dry utilities design review and coordination for proposed improvements.
40. Civil engineering/landscape architecture design development and construction plans.
41. Traffic Impact Analysis (TIA) and traffic signal study/plans.
42. Revit Modelling.
43. Water features preliminary design.
44. Illustrative renderings associated with the Schematic Design Plans.
45. Project Marketing and Branding.
46. Drone mapping and aerial photography services.

EXHIBIT B

FEES

COMPENSATION SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Preliminary Site Due Diligence	100	\$14,500
ALTA Survey	110	\$10,500
Topographic Survey	120	\$14,700
Tree Survey	130	\$10,800
Waters of the US Delineation	140	\$4,500
Preliminary Drainage Analysis	150	\$29,800
Schematic Design	160	\$65,000
Additional Meetings (<i>Hourly</i>)	070	Hourly

HOURLY RATES

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions. Reimbursable expenses over one hundred fifty dollars (\$150.00) shall require Client approval prior to incurrence.