

February 15, 2023

Mr. Kyle Rouvaldt, Director
Parks & Recreation Department
City of Forney
101 E. Main Street
Forney, Texas 75126

RE: Agreement for Professional Services Forney Community Park Field Improvements
Project Address: 241 S. FM 548, Forney, TX 75126

Dear Mr. Rouvaldt:

Parkhill is pleased to have the opportunity to provide Landscape Architecture services to the City of Forney, 101 E. Main Street Forney, Texas 75126 (CLIENT) for Forney Community Park Field Improvements (Project).

We understand the Basic Services (Scope of Work) you require to be:

PROJECT UNDERSTANDING

- Improvements shall include the following elements: multi-purpose sports fields, sports lighting for 600ft x 600ft field area, pedestrian paving, pedestrian lighting, landscaping, pavilion(s), site furnishings, electrical service, utilities, storm drainage and irrigation. The overall project budget is \$2,700,000. Alternate bid items will be created for any proposed improvements exceeding this budget.
- This Project consists of Design Development Plans, Construction Documents, Bidding and Construction Administration/Construction Observation services for the Forney Community Park Field Improvements project.
- Consultant shall perform Topographical Surveying, Geotechnical Investigation, Landscape Architectural, Irrigation Design and Engineering Services for improvements to Forney Community Park located at 241 South FM 548, Forney, Texas 75126.

SCOPE OF SERVICES

The Consultant shall provide the following Basic Services:

TOPOGRAPHIC SURVEY

The Consultant shall provide a topographic survey for preparation of the Construction Documents. The survey will provide a minimum contour interval of one foot, show the existing facilities, nearby utilities, trees with a 3-inch caliper or greater, adjacent parking lots/drive aisles, adjacent streets, boundary lines and other miscellaneous items. This survey will comply with standard City of Forney requirements.

Deliverables: Digital Files (AutoCAD & PDF) of Topographic Survey.

GEOTECHNICAL INVESTIGATION & REPORT

The Consultant shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the vehicular/pedestrian paving, light pole footings, etc.

Deliverables: Digital File (PDF) of Geotechnical Report.

DESIGN DEVELOPMENT PHASE

The Owner has established the desired program elements for this phase of improvements to the park. This phase of development will serve as a continuation of that effort offering a deeper exploration into the details of the site design. The Consultant shall prepare drawings and other documents to fix and describe the size and character of the project with regard to site, civil and electrical systems, materials to be used and specific site amenities/furnishings as may be appropriate. The Consultant shall coordinate with governmental authorities, as required, and provide information requested for compliance with applicable codes, ordinances and laws. The Consultant shall coordinate with local utility companies, as necessary, to obtain information regarding impacts and how those impacts may affect project cost.

Deliverables: 100% Design Development Submittal (preliminary site plan, preliminary grading plan, preliminary hardscape plan, preliminary softscape plan, preliminary storm drainage layout, preliminary utility layout, preliminary site lighting plan), Opinion of Probable Construction Cost (OPCC), Informal digital submittals for review/comment by Owner, Meetings as necessary.

CONSTRUCTION DOCUMENTS PHASE

Based on the Owner-Approved Design Development documents the Consultant shall further develop the plans, coordinate the various park elements and systems, develop construction details and prepare the material/technical specifications setting forth in detail the requirements for construction of the project. The Consultant shall meet applicable City of Forney design and construction standards, coordinate plans with City Departments, meet applicable state regulations and submit construction documents to the Owner for development review.

Deliverables: 50% CD Design Review Submittal, 95% CD Design Review Submittal, Bid Issue Construction Documents, Project Manual (Front End Documents & Technical Specifications), updated Opinion of Probable Construction Cost (OPCC), Meetings as necessary.

BIDDING & NEGOTIATIONS PHASE

The Consultant shall provide/perform the following services during the Bidding & Negotiations Phase: answer questions from Bidders, prepare addenda as necessary, review substitution requests from Contractor(s), attend pre-bid meeting (if desired), attend bid opening (if desired), assist Owner in pre-qualification of bidders, assist the Owner in a pre-construction conference.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise.

Agreed upon by the Owner and Consultant in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of on-site observation, the Consultant shall keep the Owner informed on the progress and quality of the Work.

Site Visits: The Consultant shall conduct up to six (6) end-of-the-month on-site meetings to review pay applications and the project's construction progress, one (1) substantial completion observation and one (1) final completion observation.

The Consultant shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for

information (RFI) or clarifications, prepare change orders (if required), assist the Owner in conducting the substantial completion and final completion observations, and assist the Owner with closeout procedures.

Except as expressly stated in the Scope of Work, the Consultant shall not be responsible to supervise, direct or have control over Work of Owner's Contractors, subcontractors or other service/material providers, including any designated general contractor of Owner or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the Owner and the applicable Contractors. The Owner agrees that the Consultant is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except and unless prohibited by applicable law, the Consultant shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agents or employee of any of them. The Consultant does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The Consultant shall not be responsible for any delays in the execution of the Work caused by the Contractor.

RECORD DRAWINGS

The Consultant shall transfer information provided by the Contractor on his mark-ups/as-built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the Owner.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the Consultants Compensation for Basic Professional Services and will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a Not-To-Exceed Allowance as noted in the Compensation portion of this Proposal.

ADDITIONAL SERVICES

Additional Services are services that are not specifically included in this Proposal (i.e., public meetings, additional meetings beyond those described above, subdividing project into multiple sets and/or bids). Said services shall be described and compensation established and authorized by the Owner in writing prior to the Consultant providing said services. Additional Services shall be attached to this Proposal as an amendment.

EXCLUSIONS

The intent of this Scope of Services is to include only the Services specifically listed herein for this project. Services specifically excluded from our Scope of Work include, but are not limited to, the following:

- Fees for Permits and Advertising
- Storm Water Pollution Prevention Plan (SWPPP)
- Preparation of Plats or Boundary Survey documents
- Field Surveying or production of related maps for purposes of determining off-site utility locations or construction control and layout
- Design of off-site utility services or drainage facilities to distance of 100 feet or more from the project site boundary
- Environmental Impact Statements, Assessments or Permits
- Traffic Engineering Reports or Studies
- Hydraulics and Hydrology, Flood Studies or Floodplain Reclamation Plans

- Preparation of Construction Documents for more than one bid package
- Third-Party Independent Construction Inspection Services
- Construction Material Testing
- Full-time, or otherwise more frequent than provided as Basic Services, observation of the Contractor's Work in Progress

ITEMS AND SERVICES TO BE PROVIDED BY THE OWNER

The Owner will provide the following services to the Consultant in the performance of the project upon request:

- Existing data the Owner has on file concerning the project, if available
- As-Built plans for the existing facilities and/or utilities, if available
- Assist the Consultant in obtaining any required data and/or information from the local utility companies as necessary.
- City of Forney standard details and specifications in digital format
- Assist the Consultant in requiring appropriate utility companies to expose underground utilities within rights-of-way and/or easements when required.

Our fees for the Basic Services described above will be based on a lump sum amount of \$306,800.00 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule.

Basic Services

Pre-Design Phase	\$ 32,800.00
Design Development Phase	\$ 69,050.00
Construction Documents Phase	\$ 107,400.00
Bidding & Negotiation Phase	\$ 15,100.00
Const. Administration / Const. Observation Phase	\$ 76,700.00
Record Drawings	\$ 5,750.00
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Total Basic Services Compensation	\$ 306,800.00

Reimbursable Expenses will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$2,500.

Optional supplemental services may include "fly-through" animations, video presentations, exterior and interior renderings (photo-realistic), printed brochures and fundraising collateral. These costs will be determined based on the desired level of presentation materials required and billed as reimbursable expenses.

Invoices will be sent to 101 E. Main Street Forney, Texas 75126. A/E will also send invoices via the email address krouvaldt@forneytx.gov.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both owners and to landscape architects. The enclosed **Standard Conditions** gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter and the Standard Conditions to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to continue to serve the City of Forney in Building Community together and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,


PARKHILL (A/E)

CITY OF FORNEY (CLIENT)

By  _____
Clint Wofford, RLA
Associate / Studio Leader

Accepted By: _____

Title: _____

By  _____
Chad Davis, ASLA
Principal / Director of Landscape
Architecture

Date: _____

“The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.”

CLIENT: City of Forney
ARCHITECT: PARKHILL
DATE: 02/15/2023

STANDARD CONDITIONS: CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

A/E shall submit invoices for services rendered on a monthly basis to CLIENT. Invoiced amounts are due and payable upon presentation and shall be considered past due if not paid within thirty (30) days of the due date. Past due amounts shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date.

If CLIENT fails to make payment to A/E in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by A/E.

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except, and unless prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of

probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically

covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the services rendered hereunder. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

1.9 INDEMNIFICATION FOR UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for the sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E, and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas, without regard to conflict of laws principles. See [Tex. Bus. & Com. Code § 272.001](#)

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven (7) calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven (7) calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least ten (10) but no more than thirty (30) days, and the non-performing party cures the matter within the reasonable cure period;
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within fifteen (15) calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to thirty (30) days later than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE A/E, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, A/E'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND WORK PERFORMED HEREUNDER SHALL BE STRICTLY LIMITED TO AN AMOUNT NOT TO EXCEED \$50,000 OR THE TOTAL FEE PAID TO A/E UNDER THIS AGREEMENT (LESS DIRECT THIRD-PARTY COSTS), WHICHEVER IS GREATER WHETHER SUCH LIABILITY IS ASSERTED FOR BREACH OF REPRESENTATION OR WARRANTY, UNDER ANY INDEMNITY, IN ANY OTHER RESPECT UNDER OR FOR BREACH OF CONTRACT, OR AS A LIABILITY ARISING IN TORT OR BY STATUTE. CLIENT HEREBY WAIVES AND DISCHARGES ALL PRESENT AND

FUTURE CLAIMS AGAINST A/E AND (FOR ACTIONS IN SUCH CAPACITY) ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBCONSULTANTS AND SUBCONTRACTORS, FOR ANY CLAIM OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE OR ANY LIABILITY AMOUNT IN EXCESS OF THE AGGREGATE LIMITATION STATED IN THE PRECEDING SENTENCE. THESE PROVISIONS SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier

service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E: Clint Wofford, 255 N Center St, Ste 100, Arlington, Texas 76011, cwofford@parkhill.com
(Representative name, address, and email)

CLIENT: Kyle Rouvaldt, 101 E Main Street, Forney, Texas 75126, krouvaldt@forneytx.gov
(Representative name, address, and email)

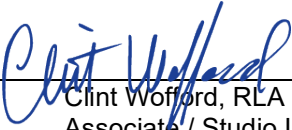
3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

Therefore, having read, understood and agreed to the foregoing, CLIENT and A/E, by and through their authorized representatives, have subscribed their names hereon effective with the Agreement made the basis of these Standard Conditions.

PARKHILL (A/E)

By



Clint Wofford, RLA
Associate / Studio Leader

CITY OF FORNEY (CLIENT)

Accepted By:

Title:

Date:

By



Chad Davis, ASLA
Principal / Director of Landscape
Architecture

Parkhill
Hourly Rate Schedule
 January 1, 2023 through December 31, 2023

Client: City of Forney

Project: Forney Community Park Field Improvements

Agreement Date: _____

Location: _____

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$71.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$84.00	Architect	\$177.00	Architect	\$292.00
SUPPORT STAFF III	\$116.00	Civil Engineer	\$218.00	Civil Engineer	\$329.00
SUPPORT STAFF IV	\$123.00	Electrical Engineer	\$212.00	Electrical Engineer	\$343.00
SUPPORT STAFF V	\$136.00	Interior Designer	\$159.00	Interior Designer	\$253.00
SUPPORT STAFF VI	\$147.00	Landscape Architect	\$171.00	Landscape Architect	\$272.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$203.00	Mechanical Engineer	\$328.00
Architect	\$145.00	Structural Engineer	\$210.00	Structural Engineer	\$315.00
Civil Engineer	\$157.00	Survey Tech	\$163.00	Professional Land Surveyor	\$255.00
Electrical Engineer	\$161.00	Other Professional	\$156.00	Other Professional	\$248.00
Interior Designer	\$138.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$138.00	Architect	\$217.00	Architect	\$376.00
Mechanical Engineer	\$150.00	Civil Engineer	\$254.00	Civil Engineer	\$393.00
Structural Engineer	\$150.00	Electrical Engineer	\$249.00	Electrical Engineer	\$393.00
Survey Tech	\$128.00	Interior Designer	\$174.00	Interior Designer	\$283.00
Other Professional	\$135.00	Landscape Architect	\$185.00	Landscape Architect	\$376.00
		Mechanical Engineer	\$238.00	Mechanical Engineer	\$376.00
		Structural Engineer	\$242.00	Structural Engineer	\$393.00
		Survey Tech	\$198.00	Professional Land Surveyor	\$306.00
		Other Professional	\$184.00	Other Professional	\$376.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$156.00	Architect	\$263.00		
Civil Engineer	\$176.00	Civil Engineer	\$306.00		
Electrical Engineer	\$182.00	Electrical Engineer	\$304.00		
Interior Designer	\$145.00	Interior Designer	\$208.00		
Landscape Architect	\$145.00	Landscape Architect	\$226.00		
Mechanical Engineer	\$174.00	Mechanical Engineer	\$290.00		
Structural Engineer	\$171.00	Structural Engineer	\$292.00		
Survey Tech	\$140.00	Professional Land Surveyor	\$231.00		
Other Professional	\$142.00	Other Professional	\$205.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.