

Westwood

August 22, 2023 (Revised)
Project No.: 0039360.01

Mr. Garrett Smith

Park Project Manager

CITY OF MANSFIELD

1200 East Broad Street

Mansfield, Texas 76063

Re: Professional Landscape Architecture Services
McCLENDON PARK EAST - 2023
Mansfield, Tarrant County, Texas

Dear Mr. Smith:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project includes renovations to an existing park facility consisting of a new playground (5-12 unit) and shade structure, seating area with pavilion on +/- 0.55 acre of land located at 740 West Kimball Street in Mansfield, Texas. And renovation of an existing soft surface trail that connects McClendon Parks East & West.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D – Site Exhibit

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Dorothy J. Witmeyer, P.L.A.

DJW/aew
0039360.01R1

General Conditions of Agreement

Westwood Professional Services, Inc.

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”)** for the **McClendon Park East -2023 Project** dated **August 22 2023** (the “Project”), is an agreement (the “Agreement”) between **City of Mansfield (“Client”)**, located at 1200 East Broad Street and **Westwood Professional Services, Inc., (“Westwood”)**, located at **4060 Bryant Irvin Road, Fort Worth, Texas 76109**.

1.01 Basic Agreement

Westwood shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Westwood may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Westwood shall perform the Professional Consultant services (hereinafter referred to as the “Services”) for the Project as set forth in Exhibit “A” (the “Scope of Services”), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Westwood, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Westwood will be at Client's sole risk.

3.01 Payment Procedures

Westwood shall be compensated by payment of fees as set forth in Exhibit B (the “Compensation and Method of Payment”) which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Westwood for Services and expenses within thirty (30) days after the date of Westwood's invoice, Westwood may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Westwood has been paid in full all amounts due for Services, expenses, and other related charges. Westwood has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Westwood within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Westwood as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Westwood's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses and Westwood's consultant's charges, if any.
- B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses and Westwood's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Westwood may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses and Westwood's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. By Westwood:
 - 1) Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Westwood's control.

Westwood shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Westwood to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

6.01 Successors, Assigns, and Beneficiaries

Client and Westwood are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Westwood are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Westwood may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. 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.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Westwood makes no warranties, express or implied, under this Agreement or otherwise, in connection with Westwood's Services and Deliverables. Westwood and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. If Client notifies Westwood of a deficiency, or if Westwood determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Westwood shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Westwood may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Westwood pursuant to this Agreement. Westwood may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Westwood neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Westwood shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Westwood's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Westwood.
- F. It is understood and agreed that if Westwood's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Westwood that may be in any way connected thereto.

- G. Westwood shall be the owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Westwood's receipt of full payment therefore, Westwood hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project; and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Westwood pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Westwood or to Westwood's consultants.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Westwood.
- K. Nothing contained herein shall be construed to mean that Westwood and Client are engaging in a joint venture or partnership.
- L. Westwood shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Westwood or any other party encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. To the fullest extent permitted by law, Westwood shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and reasonable charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused in whole or in part by the negligent acts or omissions, intentional tort or failure to pay a subconsultant of Westwood or Westwood's officers, directors, partners, employees, and Westwood's consultants in the performance and furnishing of Westwood's services under this Agreement.
- B. To the fullest extent permitted by the laws of the State of Texas, Client shall indemnify and hold harmless Westwood, Westwood's officers, directors, partners, employees, and Westwood's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Westwood may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Westwood's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Westwood's respective percentage of responsibility for such cost, loss, or damage. Westwood shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Westwood's provision of the Services or the Deliverables, even if Westwood has been advised of the possibilities of such damages. In no event shall Westwood's total liability in connection with this Agreement exceed the amounts paid by Client to Westwood under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Westwood may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

11.01 Coronavirus Pandemic Impact

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the “Coronavirus Pandemic”), Westwood may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Westwood’s control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from any applicable governmental authority or applicable law that renders Westwood’s or its subconsultants’ performance impossible, impracticable, or contrary to such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Westwood’s reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Westwood determines in good faith and in Westwood’s sole discretion, that it is not feasible for Westwood or its subconsultants to perform the work in accordance with the schedule Westwood shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Westwood shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

12.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Westwood, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Westwood, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care. Client shall indemnify and hold Westwood harmless from claims for damages caused in part by reasons of Westwood’s provision of Services.

13.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Westwood. No third party shall have the right to rely on Westwood’s Deliverables or opinions rendered in connection with the Services without the written consent of Westwood and the third party’s agreement to be bound to the same conditions and limitations as Client.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Westwood and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Mansfield

WESTWOOD:
Westwood Professional Services, Inc.

By: _____

By: _____

Name: _____
(PRINT/TYPE)

Name: _____
(PRINT/TYPE)

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address/Contact for giving notices:

Address/Contact for giving notices:

Westwood Professional Services, Inc.
C/O General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

Exhibits: A Scope of Services
 B Compensation & Method of Payment
 C Insurance
 D Site Exhibit

EXHIBIT 'A' – SCOPE OF SERVICES

McCLENDON PARK EAST - 2023

PROJECT DESCRIPTION:

It is our understanding the project includes renovations to an existing park facility consisting of a new playground (5-12 unit) and shade structure, seating area with pavilion on +/- 0.55 acre of land located at 740 West Kimball Street in Mansfield, Texas. And renovation of an existing soft surface trail that connects McClendon Parks East & West. (PROJECT).

BASIC SERVICES:

Assumptions & Exclusions

Below are shown the assumptions and qualifiers for the scope of work found herein.

1. Assumptions:

- Area of work is as shown in "Exhibit D" attached.
- Project budget for design services and construction of the new park facility is \$250,000.00.
- Project budget for construction of the soft surface trail is \$350,000.00.
- Westwood will provide subconsultants, if requested, for Electrical Engineering and Structural Engineering support.
- It is Westwood's understanding that H&H Studies and/or coordination with the flood plain manager will be handled by the city. If services should be requested, they can be provided for an additional service.

2. Based on our understanding of the project, the following exclusions apply:

- Presentations, documents, or plans required for "Special Exceptions", Variances or Zoning changes required by the architectural or civil design solutions chosen by the City.
- Topographical survey of the site, or field identification or location of trees. The landscape architect assumes that the survey provided by the City will have the pertinent information.
- Environmental investigations, permitting services or cultural resource investigations and reports. These will be provided by the City.
- Any required off-site utilities or franchise utility design/coordination.
- Geo-technical report. It is assumed that any minor structures and their structural footings will be conservatively designed based on visual field investigation.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

- Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
- Modifications to the floodway with associated permitting.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
- Platting services.
- Site Lighting.

A. Project Management

Staff from Westwood will attend meetings and/or presentations and coordinate with other team members and the owner during the design phase. Plans will be submitted as outlined for Owner review.

1. Included in this item:

- Team coordination meetings during the design phase of the project as follows:
 - Up to two (2) plan review meetings with the client at the 60% and 90% submittals.
 - Official plan review submittals as follows:
 - One (1) Conceptual Plan review submittal.
 - One (1) 60% plan review submittal.
 - One (1) 90% plan review submittal.
 - One (1) "For Bid/Permit" submittal.
 - One (1) "For Construction" submittal.

B. Conceptual Plan Phase – Park Facilities

Westwood will provide a conceptual plan for the new Park Facility program elements and structures and assist in determining improvement that meet the budget set forth.

1. Included in this item:

- Two (2) conceptual options in draft format for review by City.
- Color plan graphic of selected conceptual option.
- Opinion of Probable Construction Cost

C. Full Landscape Architecture Plan Services – Park Facilities

Westwood will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, pedestrian hand rails, exterior stairs and ramps, site furniture, fencing, mow curbs, landscape plantings, irrigation, shade structures and seat walls/retaining walls less than 36" in height.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

1. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Construction Documents: Plans to include tree protection/mitigation, layout, grading and drainage, erosion control plan, hardscape/amenities, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans, through NCTCOG standard specifications, City specifications, or Master-Spec supplemental documents as required.
- Coordination with Structural Engineer related to retaining wall footings, if requested.

D. Conceptual Plan Phase – Soft Surface Trail

Westwood will provide a conceptual plan for the 8' wide soft surface trail and assist in determining improvements that meet the budget set forth. It is assumed that the majority of the new trail will follow the same path as the existing and one creek crossing will be needed.

1. Included in this item:

- Two (2) conceptual options in draft format for review by City.
- Color plan graphic of selected conceptual option.
- Opinion of Probable Construction Cost

E. Full Landscape Architecture Plan Services - Soft Surface Trail

Westwood will provide a Landscape Architecture Design services for a soft surface trail that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, pedestrian handrails, ramps, mow curbs, landscape plantings, retaining walls less than 36" in height.

1. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Construction Documents: Plans to include tree protection/mitigation, layout, grading and drainage, erosion control plan, hardscape and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans, through NCTCOG standard specifications, City specifications, or Master-Spec supplemental documents as required.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

- F. **TAS/TDLR Coordination**
Westwood will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.
1. Included in this item:
 - One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
 2. Not included in this item:
 - Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
 - Site visits with the RAS for site inspection.
 - Fees for the review and inspection will be submitted as a reimbursable expense.

SPECIAL SERVICES:

- G. **Structural Plan**
Westwood will contract with a sub-consultant for the design of the structural components for the park facilities portion of the project as required. Plans will be signed and sealed by an Engineer licensed to perform work in the State of Texas.
- H. **Electrical Engineering Plan**
Westwood will contract with a sub-consultant for the design of the electrical components for the park facilities portion of the project as required. Plans will be signed and sealed by an Engineer licensed to perform work in the State of Texas.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Traffic and parking studies*
- *Demolition Plan*
- *Design of light pole bases, transformer or generator pads, pavers and/or site signage*
- *Design of any underfloor drainage systems or grading*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*
- *Way-finding signage on buildings or for vehicular circulation.*
- *Retaining wall design for walls over 36" in total height, or with surcharges.*
- *Vehicular Paving Plans*
- *Splash pad design*
- *Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

McCLENDON PARK EAST - 2023

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$61,800.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. Project Management	\$ 4,800.00
B. Conceptual Plan Phase – Park Facilities	\$ 3,500.00
C. Full Landscape Architecture Plan Services – Park Facilities	\$24,000.00
D. Conceptual Plan Phase – Soft Surface Trail	\$ 3,500.00
E. Full Landscape Architecture Plan Services -Soft Surface Trail	\$24,000.00
F. TAS/TDLR Coordination	<u>\$ 2,000.00</u>
TOTAL	\$61,800.00

Special Services (If Requested)

G. Structural Engineering	\$ 2,500.00
H. Electrical Engineering	\$ 5,800.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'

EXHIBIT D

