

**RICHLAND HILLS DEVELOPMENT CORPORATION  
MEETING AGENDA  
CITY HALL, 3200 DIANA DRIVE  
FEBRUARY 12, 2024  
5:30 P.M.**

**1. CALL TO ORDER**

**2. PUBLIC COMMENTS**

This is the public's opportunity to address the Richland Hills Development Corporation about non-agenda items. In compliance with the Texas Open Meetings Act, Development Corporation members and city staff are prevented from discussing non-agenda items and may only respond with statements of information or existing city policy.

**REGULAR AGENDA**

3. Approve minutes from the October 9, 2023 Richland Hills Development Corporation meeting
4. Consider Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the FY 2024 Rosebud Park Improvements

**5. ADJOURNMENT**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 7<sup>th</sup> day of February 2024, by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

***Lindsay Rawlinson***

Lindsay Rawlinson  
City Secretary



**ACCESSIBILITY STATEMENT**

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3810 and reasonable accommodations will be made to assist you.

# Memorandum

To: Chair Edward Lopez and members of the Richland Hills Development Corporation

From: Lindsay Rawlinson, City Secretary

Date: February 12, 2024

Subject: Minutes from the October 9, 2023 meeting

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## **Agenda Item:**

Approval of minutes from the October 9, 2023 Richland Hills Development Corporation Meeting

## **Background Information:**

N/A

## **Financial Considerations:**

N/A

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

October 9, 2023 Draft Minutes

## **Board Action Requested:**

Motion to approve the minutes from the October 9, 2023 Richland Hills Development Corporation meeting

**RICHLAND HILLS DEVELOPMENT CORPORATION  
BOARD MEETING  
OCTOBER 9, 2023  
MINUTES**

Roll Call:

Director's present:

Edward Lopez, Chair  
Doug Knowlton, Council Member  
Travis Malone, Council Member  
GW Estep, Council Member  
Allison Barger, Citizen Member  
Curtis Bergthold, Citizen Member  
Jorge Cisneros, Citizen Member

Directors absent:

Officers

Candice Edmondson, President  
Lindsay Rawlinson, Secretary

**1. CALL TO ORDER**

Chair Lopez Called to Order – Time 6:01 p.m.

**2. PUBLIC COMMENTS**

None.

**REGULAR AGENDA**

**3. Approve minutes from the August 28, 2023 Richland Hills Development Corporation meeting**

**Motion:** Motion was made by Director Malone and seconded by Director Bergthold to approve the minutes from the August 28, 2023 Richland Hills Development Corporation meeting.

Motion carried by a vote of 7-0.

**4. Approved award of bid for parking lot and site improvements at Kate Baker Park to C. Green Scaping, LP**

City Manager Candice Edmondson presented the item to the Board and advised that in 2019, the Richland Hills City Council adopted the Parks Master Plan detailing future improvements to the City's parks system. During the FY 2023 budget process, the Richland Hills Development Corporation and City Council approved funding for the construction of a parking lot and restroom/pavilion structure at Kate Baker Park. The

restroom/pavilion structure was purchased last year, and the remaining funds have been carried forward into the FY 2024 Budget to complete the improvements.

Parkhill completed design and engineering of the parking lot and site improvements. A Request for Bids was issued on August 14, 2023 and seven responsive bid proposals were received with C. Green Scaping, LP submitting the lowest responsive bid in the amount of \$275,278.

C. Green Scaping, LP was successfully vetted by Parkhill. They have completed numerous projects for cities in the Dallas/Fort Worth area and received positive recommendations. C. Green Scaping is currently constructing improvements at the Richland Hills Animal Services Center and along the Latham Channel. Staff has been satisfied with their performance so far.

**Motion:** Motion was made by Director Bergthold and seconded by Director Estep to approve the award of bid to C. Green Scaping, LP for parking lot and site improvements at Kate Baker Park in the amount of \$275,278.

Motion carried by a vote of 7-0.

## 5. ADJOURNMENT

There being no further business to come before the Richland Hills Development Corporation, Chair Lopez declared the meeting adjourned at 6:09 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Lindsay Rawlinson, City Secretary

\_\_\_\_\_  
Edward Lopez, Chair

# Memorandum

To: President Edward Lopez and Richland Hills Development Corporation Members

From: Jason Brown, Director of Parks and Recreation

Date: February 12, 2024

Subject: Parkhill Professional Services Agreement – Rosebud Park

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## **Agenda Item:**

Consider Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the FY 2024 Rosebud Park Improvements

## **Background Information:**

The City of Richland Hills has been working with Parkhill, formerly Schrickel Rollins, since 2014 in developing a citywide Parks Master Plan. The current master plan was adopted in 2019.

During the FY 2024 Budget process, the Richland Hills Development Corporation (RHDC) and City Council approved funding for a restroom/pavilion and expanded parking at Rosebud Park. Under the attached Professional Services Agreement, Parkhill will provide the survey, design and engineering work for the proposed parking spaces on the southern end of the park and for the concrete pad and utility connections to the restroom/pavilion. The firm will also develop construction documents, perform bid services and provide construction administration.

The restroom/pavilion is a pre-fabricated structure that was originally purchased for Creek Trail Park. RHDC and City Council decided to move the restroom/pavilion to Rosebud Park during the budget process since Creek Trail Park is currently being reevaluated as part of the Glenview Corridor Master Plan.

## **Financial Considerations:**

The FY 2024 RHDC Fund Budget includes funding in the amount of \$450,000 for construction of a restroom/pavilion and additional parking at Rosebud Park. Parkhill has provided a proposal in the amount of \$158,900 to complete landscape architecture, survey and engineering services for the project.

During the FY 2024 Budget process, a construction estimate was provided but staff did not get an estimate for architecture, survey and engineering services. In order to move forward with the Rosebud Park improvements, a budget amendment will be required to increase the project budget to \$610,000. The Finance Director has identified available

cash funding in the amount of \$160,443 in the Capital Projects Fund. This represents the uncommitted cash balance remaining from previous capital projects.

**Legal Review:**

N/A

**Board/Citizen Input:**

N/A

**Attachments:**

Rosebud Park Master Plan Concept  
Parkhill Professional Services Agreement – Rosebud Park Improvements

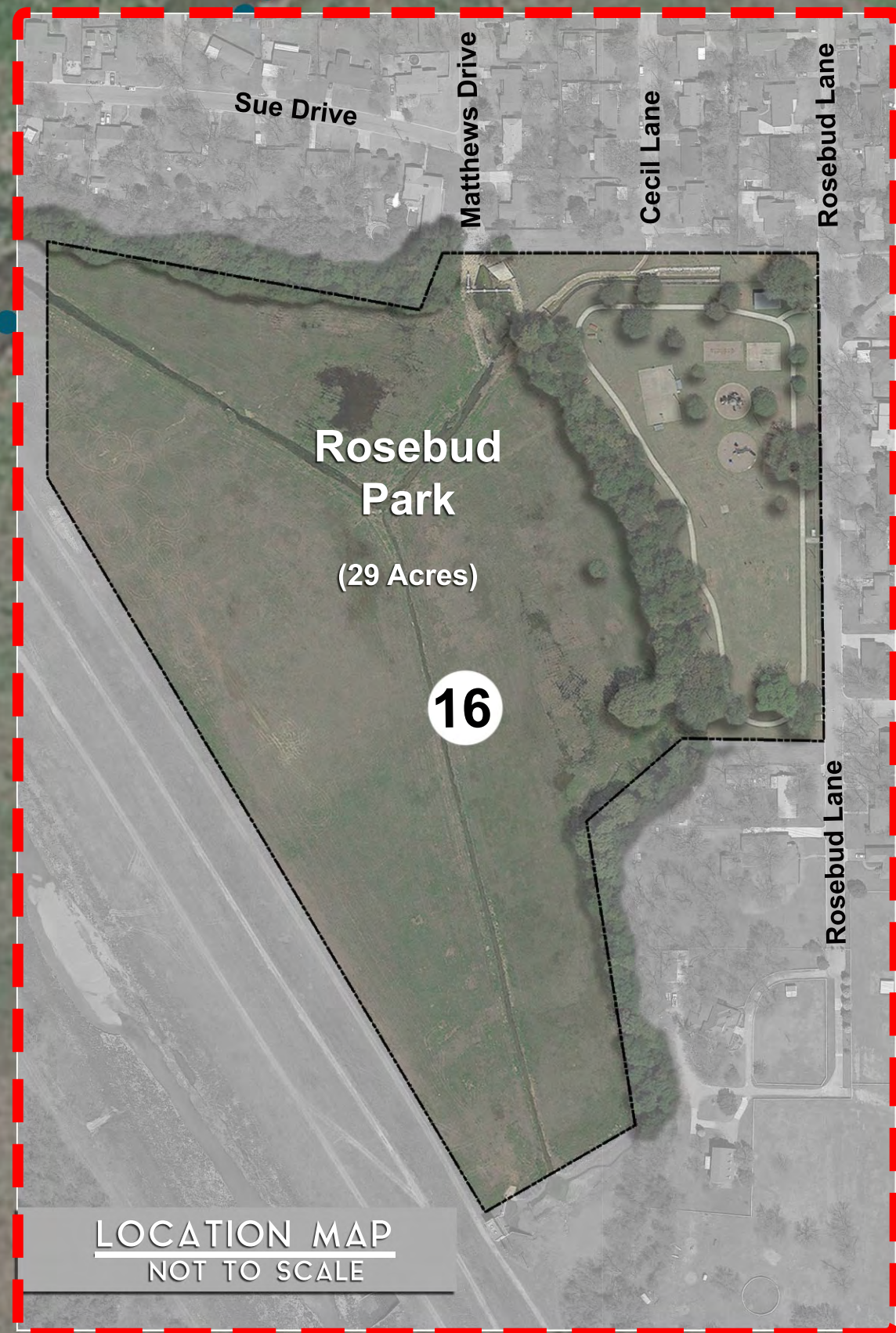
**Council Action Requested:**

Motion to approve Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the FY 2024 Rosebud Park Improvements in the amount of \$158,900 and to amend the project budget by allocating an additional \$160,443 from the uncommitted cash balance in the Capital Projects Fund for a total project cost of \$610,443.

Matthews Drive

Cecil Lane

Rosebud Lane



**LEGEND**

- 1 Parking (31 Spaces)
- 2 Sand Volleyball
- 3 Basketball
- 4 Tennis/Pickle Ball
- 5 Nature + Educational Area with Viewing Platform
- 6 Picnic Station
- 7 Open Space
- 8 Fitness Station
- 9 Parking (20 Spaces)
- 10 Restroom / Pavilion
- 11 Destination Playground
- 12 Trails/Walking Paths
- 13 Entry Sign
- 14 Headwall with Screening
- 15 Pavilion
- 16 Potential Future Uses:
  - Practice Fields
  - Dog Park
  - Pond



0 30' 60'



# ROSEBUD PARK

## MASTER PLAN

May 2019



February 1, 2024

Mr. Jason Brown  
Director of Parks & Recreation Department  
City of Richland Hills  
3200 Diana Drive  
Richland Hills, Texas 76118

RE: Agreement for Professional Services Rosebud Park Improvements  
Project Address: 2600 Rosebud Lane, Richland Hills, Texas 76118

Dear Mr. Jason Brown:

Parkhill (A/E) is pleased to have the opportunity to provide Landscape Architecture, and Engineering services to the City of Richland Hills (CLIENT) for the Rosebud Park Improvements (Project).

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

## PROJECT UNDERSTANDING

Provision of improvements to the south end of Rosebud Park in Richland Hills, Texas. Improvements shall include, but not be limited to, the following elements as allowed by the project budget: location of a restroom/pavilion building (provided by others), utility service to the new building (water and sanitary sewer), storm drainage system, on-street parking and sidewalks.

The A/E shall provide the following Basic Services:

## TOPOGRAPHIC SURVEY

The A/E shall provide a topographic survey for preparation of the Construction Documents. The survey will provide a minimum contour interval of one foot, show any existing facilities nearby, visible utilities with measure downs, trees with a 4-inch caliper or greater, back of curb, gutter and centerline elevations on streets, adjacent driveways, street material type(s), all above ground elements, all markers, property corner pins, right-of-way and other miscellaneous items. Three (3) control points will be provided. This survey will comply with standard City of Richland Hills requirements.

## BOUNDARY SURVEY

The A/E shall provide a boundary survey to formally define the property boundary at the upper portion of Rosebud Park for preparation of the Construction Documents. This survey will comply with standard City of Richland Hills requirements.

## GEOTECHNICAL INVESTIGATION & REPORT

The A/E 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 vehicular and pedestrian paving, retaining wall, building foundation, etc.

## FLOOD STUDY

The A/E shall provide a flood study to determine the hydraulic impact of the proposed improvements and to determine measures to mitigate any adverse impacts. The watershed of Stream BFC-5 has been fully built out for many years, so it is assumed the FEMA effective peak discharges can be utilized for the

analysis. The flood study will provide the following: update effective hydraulic model to reflect current conditions, create a proposed condition geometry that reflects the proposed improvements and evaluate potential hydraulic impacts, determine options to mitigate adverse hydraulic impacts, update the hydraulic model as necessary to reflect revisions/iterations and a Flood Study Report.

#### CONSTRUCTION DOCUMENT PHASE

The A/E shall 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 A/E shall meet all applicable City of Richland Hills design and construction standards, coordinate plans with City Departments, meet all state regulations and submit construction documents to the CLIENT 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), Opinion of Probable Construction Cost and Meetings (as necessary)

#### BIDDING & NEGOTIATION PHASE

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend bid opening, assist CLIENT in pre-qualification of bidders, assist the CLIENT in a pre-construction conference.

#### CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the CLIENT and A/E 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 A/E 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 A/E shall keep the CLIENT informed on the progress and quality of the work.

The A/E 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 CLIENT in conducting the substantial completion and final completion observations, and assist the CLIENT with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the Scope of Work, the Consultant shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service/material providers, including any designated general contractor of CLIENT 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 CLIENT and the applicable Contractors. The CLIENT agrees that the 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, the A/E 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 A/E 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 A/E shall not be responsible for any delays in the execution of the Work caused by the Contractor.

#### RECORD DRAWINGS

The A/E 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 CLIENT.

#### REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the A/E's 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 CLIENT in writing prior to the A/E providing said services. Additional Services shall be attached to this Proposal as an amendment.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Preparation of Plats or a Boundary Survey for the Entire Park Property.
- Fees for Permits and Advertising.
- Field Surveying or Production of Related Maps for Purposes of Determining Off-Site Utility Locations or Construction Control & Layout.
- Third-party Independent Construction Inspection Services.
- Construction Material Testing.
- Environmental Impact Assessments, Statements or Permits.
- Development of a FEMA submittal.
- Permitting or analysis related to Big Fossil Creek or its levee.
- Traffic Engineering Reports or Studies.
- Hydraulics and Hydrology or Floodplain Reclamation Plans.
- Archeological Surveys.
- Preparation of Construction Documents for more than one bid package.
- Full-time or otherwise more frequent than provided in the Basic Services and Detailed Observation of the Contractor's Work in Progress.

#### ITEMS AND SERVICES TO BE PROVIDED BY THE CITY

The City will provide the following services to the Consultant in the performance of the project upon request.

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

## COMPENSATION

Our fees for the Basic Services described above will be based on a lump sum amount of \$156,400.00 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.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$2,500.00.

<b><u>Basic Services</u></b>	
Pre-Design Phase	
Topographic Survey	\$ 27,400.00
Boundary Survey	\$ 4,700.00
Geotechnical Investigation & Report	\$ 11,400.00
Flood Study	\$ 26,600.00
Construction Document Phase	\$ 56,450.00
Bidding & Negotiation Phase	\$ 6,850.00
Construction Contract Administration Phase	\$ 19,500.00
Record Drawings	\$ 3,500.00
<b>Total for Basic Services</b>	<b>\$ 156,400.00</b>
Reimbursable Expenses	\$ 2,500.00
<b>Grand Total</b>	<b>\$ 158,900.00</b>

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 Jason Brown, Director of Parks & Recreation, City of Richland Hills, 3200 Diana Drive, Richland Hills, TX 76118. A/E will also send invoices via the email address [jbrown@richlandhills.com](mailto:jbrown@richlandhills.com) and [accountspayable@richlandhills.com](mailto:accountspayable@richlandhills.com).

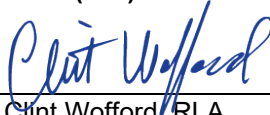
Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to landscape architects and engineers. The enclosed **Standard Conditions** ([Exhibit A](#)) gives a brief explanation of several 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 to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you 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)**

By   
Clint Wofford, RLA  
Landscape Architect | Senior Associate

By   
Chad Davis  
Director of Landscape Architecture | Principal

**CITY OF RICHLAND HILLS (CLIENT)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

JW/ilc

Enclosures: Exhibit A – Standard Conditions

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

## EXHIBIT A

**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

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. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

#### 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 where 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.

CLIENT and A/E understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by A/E in order to meet or address those requirements will be charged to and payable by CLIENT.

## 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 AND DIGITAL DATA

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 shall not use the Instruments of Service for other projects without prior written agreement of A/E. 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

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS A/E, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF A/E; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE A/E, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE 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 waivers 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 calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven 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 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 10 but no more than 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 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 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.

## 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 the 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., Suite 100, Arlington, TX, 76011, (817) 649-3216, cwofford@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: Jason Brown, 3200 Diana Drive, Richland Hills, TX 76118, (817) 616-3775, jbrown@richlandhills.com

(Representative name, physical and mailing address, phone, 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.

END OF EXHIBIT

**Parkhill**  
**Hourly Rate Schedule**  
 January 1, 2024 through December 31, 2024

Client: City of Richland Hills

Project: Rosebud Park Improvements

Agreement Date: February 1, 2024

Location: 2600 Rosebud Lane, Richland Hills, Texas 76118

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
SUPPORT STAFF II	\$88.00	Architect	\$186.00	Architect	\$305.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
<b>PROFESSIONAL LEVEL I</b>		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
<b>PROFESSIONAL LEVEL II</b>		Structural Engineer	\$253.00	Structural Engineer	\$410.00
Architect	\$163.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Civil Engineer	\$184.00	Other Professional	\$193.00	Other Professional	\$392.00
Electrical Engineer	\$190.00	<b>PROFESSIONAL LEVEL V</b>			
Interior Designer	\$151.00	Architect	\$275.00		
Landscape Architect	\$151.00	Civil Engineer	\$319.00		
Mechanical Engineer	\$181.00	Electrical Engineer	\$317.00		
Structural Engineer	\$179.00	Interior Designer	\$218.00		
Survey Tech	\$146.00	Landscape Architect	\$236.00		
Other Professional	\$148.00	Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		

**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, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.