



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

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**PROJECT:** *(name and address)*

Keller Sports Park Renovation  
Keller Sports Park  
265 Golden Triangle Blvd  
Keller, Texas 76248

**AGREEMENT INFORMATION:**

Date: 03/29/2022

**AMENDMENT INFORMATION:**

Amendment Number: 003

Date: 07/11/2023

**OWNER:** *(name and address)*

City of Keller  
P.O. Box 770  
1100 Bear Creek Parkway  
Keller, Texas 76244

**ARCHITECT:** *(name and address)*

Parkhill  
255 North Center St, Suite 100  
Arlington, Texas 76011

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The Owner and Architect amend the Agreement as follows:

A. The Owner has elected to add a Splash Pad to the project. The changes associated with a Splash Pad Project added to the Sports Park Renovations consists of Schematic Design, Design Development Plans, Construction Documents, Bidding and Contract Administration/Construction and Observation Services.

B. The proposed development will include improvements to the existing site including, but not limited to, utilities, and drainage, signage at the Sports Parkway, vehicular barriers, a splash pad, pedestrian circulation, shade structure and other pertinent enhancements.

C. The existing northeast softball field will be reduced in size to a 250' foul line field and the 300' foul line field will be relocated to the southeast.

### PARK ELEMENTS

The items listed below are general categories of renovation and improvements to the Keller Sports Park to provide a Splash Pad. It is understood that elements may be omitted in order to meet the Project Construction Budget of \$1,500,000 with approval by OWNER. The program of development for the splash pad shall include, but not be limited to, the following elements:

- Earthwork.
- Pedestrian Lighting.
- Utilities (Water, Sewer, Electrical).
- Site Paving.
- Softball Fields Renovations.
- Site Enhancements.
- Splash Pad.
- Shade Structure.
- Pump House.

### PART I – PREDESIGN SERVICES

#### TOPOGRAPHIC SURVEY

A/E will 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 as defined by the Tree Preservation Ordinance, adjacent parking lots/drive aisles, adjacent streets, and other miscellaneous items. This survey will comply with standard City of Keller requirements.

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

## GEOTECHNICAL INVESTIGATION & REPORT

A/E will 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 building foundation(s) in the Splashpad area, paving, splash pad paving, etc., for a total of two geotechnical borings.

Deliverables: Digital File (PDF) of the Geotechnical Report.

## PART II – DESIGN PHASE

### Schematic Design Phase

1. Confirm project goals and requirements of the OWNER and develop initial (Concept drawings) and adjustments as authorized by OWNER in the Program, Schedule, or Project Construction Budget. A/E shall prepare, for approval by OWNER, Schematic Design Documents consisting of Drawings and other documents to fix and describe the size and character of the following: landscape, architectural, civil, structural, mechanical, electrical, and plumbing systems, and such other elements as may be appropriate.

Schematic Design Phase deliverables shall include, but not be limited to, the following Splash Pad items:

- Define Aquatic Splash Pad Zones
- Develop 2 to 3 Concepts of viable options.
- Confirm Aquatic Program and Capacities and Turnover Rates
- Provide illustrations to communicate the Selected Concept
- Schematic floor plans and elevations where appropriate.
- Preliminary mechanical schematic and Design loads.
- Preliminary electrical and plumbing schematic with Design loads.
- Preliminary utility schematics.
- Preliminary drainage layout.
- Informal plan submittals via email throughout process for review/comment by OWNER staff.
- Schematic Design - Opinion of Probable Construction Cost (OPCC).

### Design Development Phase

1. Based upon the approved Schematic Design (Concept drawings) and adjustments authorized by OWNER in the Program, Schedule, or Project Construction Budget. A/E shall prepare, for approval by OWNER, Design Development Documents consisting of Drawings and other documents to fix and describe the size and character of the following: landscape, architectural, civil, structural, mechanical, electrical, and plumbing systems, materials, and such other elements as may be appropriate.

Design Development Phase deliverables shall include, but not be limited to, the following Splash Pad items:

- Plan views in appropriate scale.
- Sections where appropriate.
- Perspective Renderings to communicate the concept.
- Floor plans and elevations where appropriate.
- Preliminary mechanical schematic and design loads.
- Preliminary electrical and plumbing schematic with design loads.
- Preliminary utility schematics.
- Preliminary drainage layout.
- Informal plan submittals via email throughout process for review/comment by OWNER staff.
- Design Development - Opinion of Probable Construction Cost (OPCC).

2. Public Meetings shall include two Keller Task Force meetings or, if preferred, two joint sessions of the Park Board and City Council for Splash Pad items.

### Construction Documents Phase

1. A/E will provide/perform the following Construction Documents Phase Services:

- All Drawings and details will be produced in AutoCAD. All specifications will be produced in MS Word.
- Construction Documents deliverables shall include, but not limited to, these Contract Documents:
  - Plan sheets illustrating plans, elevations, sections, and details of construction.
  - Technical Specifications.
  - Provide graphic products in electronic file format (PDF).
- Bid options will be developed to allow the OWNER to choose the options that best fit their overall budget.
- Four (4) set of printed Splash Pad Construction Documents shall be submitted to OWNER for final approval and signature prior to the issuance of building permit.

**D. Construction Contract Administration Phase**

- The number of site observation visits to be provided by representative A/E at times in the judgment of OWNER’S representative appropriate to the works, or as otherwise requested by the OWNER shall not exceed an aggregate total of 7 visits for the Splash Pad over the period of Contractor’s Construction Contract.

**ADDITIONAL SERVICES**

- If the Project Construction Budget of \$1,500,000 for the Splashpad is increased or the Scope is increased beyond that established, to include said changes shall be considered Additional Services, and compensation for A/E’s services shall be adjusted appropriately according to the magnitude of the change. All changes in service shall be agreed to in writing by both OWNER and A/E prior to any additional services being provided.

**REIMBURSABLE EXPENSES**

We are proposing reimbursable expenses budget of \$3,000 to be added. This amount shall not be exceeded without prior written approval of the Director of Community Services, Assistant City Manager, or City Manager.

The Architect’s compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

Compensation for the Basic Services rendered by A/E shall be a lump sum of \$243,423.00, plus reimbursable expenses. This fee is based upon the Project description and Project Construction Budget stated above. Should the Project Construction Budget increase by more than \$100,000.00, then the fee will be adjusted equitably.

The Basic Services fee shall be invoiced monthly based on the percent of Work completed. Monthly payments for Services will be distributed by phases as follows:

Predesign Phase Topographic Survey	\$ 9,350
Geotechnical Investigation	\$ 8,500
Subtotal – Predesign Phase	\$ 17,850
Design Phase Schematic Design	\$ 45,114
Design Development	\$ 56,393
Construction Documents	\$ 67,671
Bidding	\$ 11,280
Construction Contract Administration	\$ 33,835
Record Drawings	\$ 11,280
Subtotal – Design Phase	\$ 225,573
Subtotal Basic Services	\$ 243,423
Reimbursable Expenses	\$ 3,000

Total \$246,423

Schedule Adjustment:

TBD.

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Except as expressly modified herein, no other provisions of the Agreement between the Architect and Owner are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Architect and Owner, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

**SIGNATURES:**

PAKHILL  
ARCHITECT *(Firm name)*

  
SIGNATURE

Clint Wofford, RLA  
Landscape Architect | Associate

PRINTED NAME AND TITLE

07/11/2023

DATE

CITY OF KELLER  
OWNER *(Firm name)*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE