


**AIA® Document G802® – 2017**
***Amendment to the Professional Services Agreement***
**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: 005

Date: 06/14/2024

**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

The Owner and Architect amend the Agreement as follows:

A. The Owner has elected to add screening to the existing Maintenance Yard south of the Rodeo Arena. The changes associated with the Maintenance Yard Screening Project added to the Sports Park Renovations consists of Schematic Design, Construction Documents, and Contract Administration/Construction and Observation Services.

B. The masonry screen will be approximately 1,000 LF with a sliding gate and key pad for controlled entry.

**PROJECT ELEMENTS**

The items listed below are general categories of renovation and improvements to the Keller Sports Park to provide a Maintenance Yard Screen. It is understood that elements may be omitted in order to meet the Project Construction Budget with approval by OWNER Construction Budget is to be determined. The program of development for the Maintenance Yard Screen Project shall include, but not be limited to, the following elements:

- Earthwork / drainage
- Utilities (Water, Sewer).
- Site Paving Layout and Grading
- Screening Walls
- Motorized Gates with electrical control
- Ornamental fence
- Landscape
- Irrigation
- Internal Wall dividers
- Lighted Maintenance Yard

**PART I – PREDESIGN SERVICES****TOPOGRAPHIC SURVEY**

(A/E) will conduct a Topographic Existing Conditions Survey of the items not included in previous surveys. This additional survey will go from the top of channel (bank) to the property line adjacent to the railroad track. The additional survey will include all visible physical features that may affect future design including, but not limited to, spot elevations, drainage features, existing site contours at a minimum 1-foot interval, trees over 3 inches in diameter, property lines, pavement edges, curbs and gutter, circulation roads, sidewalks, fence, existing piles, containers, overhead utilities and associated easements etc., and any visible evidence of underground utilities. This survey will comply with standard City of Keller requirements.

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

## GEOTECHNICAL INVESTIGATION & REPORT

Parkhill will use the existing Geotechnical Report for the design of the maintenance screen wall.

Deliverables: N/A.

## 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, electrical, and such other elements as may be appropriate.

#### Deliverables:

- Provide (3)- (4) conceptual designs with materials board options. Conceptual designs will be elevations of walls, columns, landscape screening, gate, etc.
- Preliminary Layout of screening
- Preliminary electrical
- Preliminary utility schematics (if needed)
- Preliminary drainage layout
- Informal plan submittals via email throughout process for review/comment by OWNER staff.
- Opinion of Probable Construction Cost (OPCC).

2. A/E shall submit Plans and Opinion of Probable Construction Cost to OWNER via PDF Files throughout the process for review/comment by OWNER.

3. Meet with OWNER to discuss plans and Opinions of Probable Construction Cost.

4. Distribute the Plans to local utility companies, if necessary, to obtain information regarding impacts to their facilities and potential new service connections and easements. Consider how impacts may affect the Project Construction Budget.

5. Public Meetings shall include one Keller Development Corporation (KDC) meeting.

### B. Construction Documents Phase

Based on OWNER approved Schematic Documents , A/E will further develop plans, develop construction details, and prepare the material/technical specifications setting forth in detail the requirements for construction of the Project. A/E will meet all applicable City of Keller design and construction standards, coordinate Plans with City Departments, meet all applicable state regulations, and submit Construction Documents to OWNER for review.

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

- Meetings with City Staff (as necessary)
- 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.
- Construction Documents shall be submitted to OWNER for final approval prior to an issuance of building permit.

#### Deliverables:

- Site Plan Submittal / 50% CD Design Review Submittal
- 95% CD Design Review Submittal, Issue for Bid Construction Documents,
- Project Manual -(Front End Documents & Technical Specifications),
- Updated Opinion of Probable -Construction Cost

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

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 Maintenance Yard Screen over the period of Contractor's Construction Contract.

ADDITIONAL SERVICES

- If 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 a reimbursable expenses budget of \$500.00 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, plus reimbursable expenses. This fee is based upon the Project description 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
Subtotal – Predesign Phase	\$ 9,350

Design Phase -

Schematic Design 30%	\$25,715.00
Construction Documents 60%	\$51,430.00
Construction Contract Administration 10%	\$8,570.00
Subtotal Design	\$85,715.00
Reimbursable Expenses	\$500.00
Total	\$95,565.00

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.

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**SIGNATURES:**

PAKHILL  
ARCHITECT *(Firm name)*

  
SIGNATURE

Clint Wofford, RLA  
Landscape Architect |  
Senior Associate  
PRINTED NAME AND TITLE

06/14/2024  
DATE

CITY OF KELLER  
OWNER *(Firm name)*

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
DATE