

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Barker Rinker Seacat Architecture PC, a Colorado professional corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “C” (the “Scope of Services”) to assist the City in providing an in-depth feasibility analysis and conceptualization for a future multi-generational community recreation center, including variety of health, wellness, activity, and gathering spaces, to be known as the “Exchange Parkway Recreation Center” (the “Project”) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II**  
**Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as the case may be.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "B".

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "A". Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the

performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Peter H. Vargas  
City Manager  
City of Allen, Texas  
3rd Floor, Allen City Hall  
305 Century Parkway  
Allen, Texas 75013  
214.509.4110 - telephone  
214.509.4118 - fax

With a copy to:

Peter G. Smith  
City Attorney  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
214.965.9900 – telephone  
214.965.0010 - fax



If intended for Consultant:

Keith Hayes AIA, LEED AP  
CFO, Principal  
Barker Rinker Seacat Architecture PC  
3457 Ringsby Court, Unit 200  
Denver, Colorado 80216  
1.866.646.1980 – toll free #  
303.455.7457 – fax

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.
- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall

provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

#### 6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES,

PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS AFTER TERMINATION.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(Signature Page to Follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Peter H. Vargas, City Manger

**ATTEST:**

By: \_\_\_\_\_  
Shelley B. George, City Secretary

**APPROVED AS TO FORM:**

By: Peter G. Smith  
Peter G. Smith, City Attorney

EXECUTED this 14th day of November, 2018.

**BARKER RINKER SEACAT ARCHITECTURE PC**

By: [Signature]  
Keith Hayes AIA, LEED AP  
CFO, Principal

**EXHIBIT “A”  
FEE**

## EXHIBIT A : FEE

West Allen Recreation Center Feasibility Study Services - Full Design Team

project costs

For: City of Allen



November 5, 2018

November 5, 2018	Barber Bender Social Architecture										GHS Totals	Endred King	Bodie Dubois	Professional Fees Totals	
	Kelli Hayes Principal		Kevin Breeding Project Manager		Mick Messing Programming		Melissa Day Design Manager								
	Hours @	\$10	Hours @	\$10	Hours @	\$10	Hours @	\$10							
Task 0 - Project Kick-off & Initiation															
0.0	Project kick-off meeting and setup														
	Meeting Attendance	000 (JLA, MM, KLA, CDR IG, SPM, SD, CDR-IG)	12	\$1,200	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$1,200	\$0.00	
			total	12	\$1,200	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	
Task 1 - Selling up the Project for Success															
1.0	Kick-off meeting #1 - Program recognition and status														
			0	\$0.00	10	\$1,000	10	\$1,000	10	\$1,000	0	\$0.00	\$0.00	\$1,000	
1.1	Workshop #1 - Media strategy, program, data collection														
	Meeting Attendance	000 (JLA, MM, KLA, CDR IG, SPM, CDR-IG, SD)	6	\$600	10	\$1,000	10	\$1,000	0	\$0.00	0	\$0.00	\$0.00	\$1,000	
			total	6	\$1,000	20	\$2,000	20	\$2,000	10	\$1,000	0	\$0.00	\$2,000	
Task 2 - Considering the Opportunities / Listening															
2.0	Kick-off meeting #2 - community & stakeholder engagement														
			0	\$0.00	10	\$1,000	10	\$1,000	10	\$1,000	0	\$0.00	\$0.00	\$1,000	
2.1	Kick-off meeting #3 - contracts - survey, discussion / focus group - identified and open issues #1														
			10	\$1,000	10	\$1,000	10	\$1,000	0	\$0.00	0	\$0.00	\$0.00	\$1,000	
2.2	Workshop #2 - Program refinement and combination														
	Meeting Attendance	000 (JLA, KLA, MM, KLA, CDR IG, SPM, SD)	10	\$1,000	10	\$1,000	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,000	
			total	10	\$1,000	20	\$2,000	20	\$2,000	10	\$1,000	0	\$0.00	\$2,000	
Task 3 - Developing the Concept/ Initiating the Collaboration Process															
3.0	Kick-off meeting #4 - consider options with community site and historical integrity														
			0	\$0.00	0	\$0.00	0	\$0.00	20	\$2,000	0	\$0.00	\$0.00	\$2,000	
3.1	Workshop #3 - Program refinement and relationships and open issues #2														
	Meeting Attendance	000 (JLA, MM, MM, KLA, CDR IG, SPM, CDR-IG, SD)	6	\$600	10	\$1,000	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,000	
			total	6	\$1,000	20	\$2,000	20	\$2,000	20	\$2,000	0	\$0.00	\$2,000	
Task 4 - Refining the Concept/ Confirming the Collaboration Process															
4.0	Kick-off meeting #5 - Project development and meeting agenda														
			0	\$0.00	10	\$1,000	0	\$0.00	20	\$2,000	0	\$0.00	\$0.00	\$2,000	
4.1	Workshop #4 - Project & site plan review, site history, opportunities and open issues #3														
	Meeting Attendance	000 (JLA, MM, MM, KLA, CDR IG, SPM, CDR-IG, SD)	20	\$2,000	0	\$0.00	10	\$1,000	0	\$0.00	0	\$0.00	\$0.00	\$1,000	
			total	20	\$2,000	10	\$1,000	20	\$2,000	20	\$2,000	0	\$0.00	\$2,000	
Task 5 - Finalizing the Concept/ Application															
5.0	Kick-off meeting #6 - Review history, context, & operations														
			0	\$0.00	10	\$1,000	10	\$1,000	20	\$2,000	0	\$0.00	\$0.00	\$2,000	
5.1	Workshop #5 - Project history														
	Meeting Attendance	000 (JLA, KLA, MM, MM, KLA, CDR IG, SPM, CDR-IG)	10	\$1,000	10	\$1,000	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,000	
			total	10	\$1,000	20	\$2,000	20	\$2,000	20	\$2,000	0	\$0.00	\$2,000	
Task 6 - Completing the Study															
6.0	Kick-off meeting #6 - Review and context support														
			1	\$100	0	\$0.00	0	\$0.00	10	\$1,000	20	\$2,000	\$2,100	\$0.00	
			total	1	\$100	0	\$0.00	0	\$0.00	10	\$1,000	20	\$2,000	\$2,100	
Professional Time and Costs Subtotals															
			60	\$6,000	160	\$16,000	120	\$12,000	160	\$16,000	60	\$6,000	\$30,000	\$27,000	
Note: Administration mark-up (10% of combined professional time and costs above)															
													\$3,300	\$3,300	
Total Professional Time and Cost															
														\$33,300	
Reimbursable Expenses Budget															
	Barber Bender Social Architecture Reimbursable												\$10,000		
	Endred King Reimbursable												\$2,000		
	Shallo Dubois Reimbursable												\$1,000		
	Total Estimated Reimbursable Expenses														\$13,000

EXHIBIT "A"  
FEE

Labor Rate Tables for Ballard\*King & Associates  
and Studio Outside



**Billing Rates**

**Hourly Billing Rate**

Principal	\$150 an hour
Senior Associate	\$125 an hour
Associate	\$100 an hour

**Daily Billing Rate**

Principal	\$1,200 a day
Senior Associate	\$1,000 a day
Associate	\$800 a day

**studioOutside**

Principal / Partner	\$225.00
Principal	\$180.00
Associate	\$130.00
Project Leader	\$110.00
Landscape Designer	\$90.00



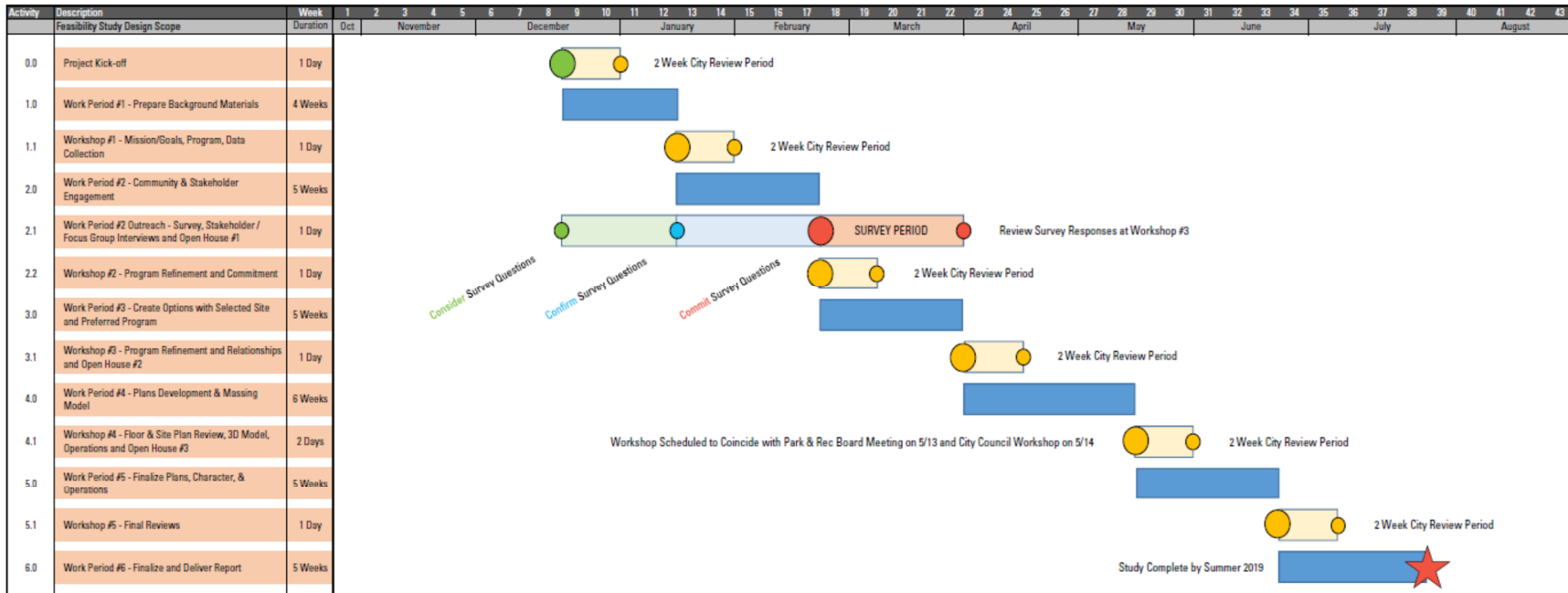
# EXHIBIT "B" SCHEDULE

## EXHIBIT B : SCHEDULE

### SCHEDULE

November 5, 2018

#### Feasibility Study for Programming and Conceptualization of a Multi-Generational Recreation Center in the Western Area of Allen, TX



# EXHIBIT "C" SCOPE OF WORK

## EXHIBIT C : SCOPE OF WORK

### WORK PLAN

November 5, 2018

Feasibility Study for Programming and Conceptualization of a Multi-Generational Recreation Center in the Western Area of Allen, TX

Purpose: Provide in-depth feasibility analysis and conceptualization for a future multi-generational community recreation center including a variety of health, wellness, activity, and gathering spaces. The size and location will ultimately be determined based upon public input and project budgeting developed during the study.

Participant Legend: ALLEN: City of Allen, TX  
ASA: Allen Sports Association  
PAG: Project Advisory Group (Potential Stakeholders and Partners)  
BRS: Barker Rinker Seacat Architecture  
B\*K: Ballard\*King - Market Study Planning and Analysis  
SO: Studio Outside - Landscape Architect

Activity / Timeline	Scope Description (Tasks & Products)	Participants
0.0 (4 hrs)	<u>Project Kick-off</u> <ul style="list-style-type: none"> <li>Team Introduction and Meeting with Allen: <ul style="list-style-type: none"> <li>Confirm time frame for work plan</li> <li>Confirm and discuss community &amp; stakeholder engagement process</li> <li>Confirm dates for Workshops and public meetings</li> <li>Consider Allen's vision for the project</li> <li>Consider client input process requirements</li> <li>Consider project "Wish List" program components</li> <li>Consider survey options, methods and timing / initial questions</li> <li>Confirm setting up Project Advisory Group (PAG) made up of special interest representatives</li> </ul> </li> <li>Request existing project information: plans, reports, etc., (all existing data available)</li> <li>Initiate the process of setting up a partnership agreement between Allen and ASA</li> <li>BRS Travel</li> </ul>	ALLEN BRS / B*K / SO          ALLEN / ASA / OTHERS  ALLEN / ASA / B*K / BRS BRS
1.0 +4 Weeks	<u>Work Period #1 - Prepare Background Materials</u> <ul style="list-style-type: none"> <li>Convey the following materials to BRS as soon as possible <ul style="list-style-type: none"> <li>Project site and community park master plan detail information</li> <li>Program information developed to date</li> <li>Current budget information or limitations</li> </ul> </li> <li>Allen sets up the PAG for the project to act as key stakeholders throughout the process</li> <li>Begin analyzing the primary site and other identified sites for opportunities and constraints</li> <li>Map competing providers, similar facilities and rate structures in area; research area demographics, and define benchmark facilities</li> <li>Project setup and scope verification</li> <li>Prepare materials for Workshop 1</li> </ul>	ALLEN          ALLEN BRS / SO B*K  BRS BRS
1.1 (4 hrs)	<u>Workshop #1 - Mission/Goals, Program, Data Collection</u> <ul style="list-style-type: none"> <li>Initial BRS Team Meeting with ALLEN + PAG: <ul style="list-style-type: none"> <li>Consider Project vision, goals and objectives</li> <li>Commit to schedule and timeline</li> <li>Consider ideal program areas and relationships for building and site</li> <li>Consider Project Program - Facilitate "Program Card Game"</li> <li>Confirm Community &amp; Stakeholder Engagement activities, events and dates</li> <li>Consider competing providers, similar facilities, rate structures and demographics</li> <li>Consider preliminary analysis of the project site</li> </ul> </li> <li>Update on the process of setting up a partnership agreement between Allen and ASA <ul style="list-style-type: none"> <li>Other tasks <ul style="list-style-type: none"> <li>Visit site and discuss opportunities &amp; constraints</li> <li>Visit competing providers and similar facilities in area</li> <li>Collect existing project information: plans, reports, etc., (all existing data available)</li> <li>Collect examples of similar ideal spaces at other institutions</li> </ul> </li> </ul> </li> <li>BRS Travel</li> </ul>	ALLEN / PAG BRS BRS BRS / B*K / SO BRS BRS B*K SO / BRS ALLEN / ASA / B*K / BRS  ALLEN / BRS / B*K / SO B*K All BRS / SO BRS





## EXHIBIT “C” SCOPE OF WORK

Activity / Timeline	Scope Description (Tasks & Products)	Participants
2.0 +5 Weeks	<u>Work Period #2 - Community &amp; Stakeholder Engagement</u> <ul style="list-style-type: none"> <li>Create meeting minutes and distribute</li> <li>Create Vision Statement for review</li> <li>Update site analysis</li> <li>Review work to date, surveys, programs, plans, estimates and all previous data</li> <li>Create presentation materials for Workshop 2 <ul style="list-style-type: none"> <li>Develop updated program options and space elements</li> <li>Develop detailed project schedule</li> <li>Develop programming Card Game based on Workshop 1 feedback</li> <li>Create preliminary project budget model spreadsheet and detailed capital cost estimate for construction based on work to date and "Wish list" program of amenities</li> </ul> </li> <li>Prepare for Community &amp; Stakeholder Engagement Activities</li> </ul>	BRS BRS SO BRS / B*K / SO BRS / B*K BRS BRS BRS BRS / B*K / SO
2.1  (6 hrs ) - Interviews (3 hrs ) - Open House  Coord. Schedule With Task 2.2	<u>Work Period #2 Outreach - Survey, Stakeholder / Focus Group Interviews and Open House #1</u> <ul style="list-style-type: none"> <li>On Line Survey Develop survey questions and post on-line</li> <li>Stakeholder /Focus Group Interviews</li> <li>Open House #1 <ul style="list-style-type: none"> <li>Review project mission, vision and schedule</li> <li>Present overview of similar facilities</li> <li>Play interactive Dot-ocracy Game for building program and site choices</li> <li>Solicit feedback and public comment</li> </ul> </li> <li>Facility Benchmark survey - compile and summarize</li> </ul>	ALLEN / B*K BRS / B*K / SO / PAG BRS    B*K
2.2 (4 hrs )	<u>Workshop #2 - Program Refinement and Commitment</u> <ul style="list-style-type: none"> <li>Team Meeting with Allen + PAG: <ul style="list-style-type: none"> <li>Confirm Project mission, vision, goals and objectives</li> <li>Confirm and review site analysis and select preferred site</li> <li>Confirm ideal project program elements and features</li> <li>Consider sustainability concepts and goals</li> <li>Consider preferences for architectural character</li> <li>Confirm to review benchmark facilities and demographics</li> <li>Commit Preliminary Total Project Budget Model</li> </ul> </li> <li>Update on the process of setting up a partnership agreement between Allen and ASA</li> <li>BRS Travel</li> </ul>	ALLEN / PAG BRS BRS / SO BRS BRS BRS B*K BRS / SO ALLEN / ASA / B*K / BRS BRS
3.0 +5 Weeks	<u>Work Period #3 - Create Options with Selected Site and Preferred Program</u> <ul style="list-style-type: none"> <li>Create meeting minutes and distribute</li> <li>Compile preliminary operation, financial/ funding analysis and funding options</li> <li>Create presentation materials for Workshop 3 <ul style="list-style-type: none"> <li>Develop space relationship diagrams and alternatives</li> <li>Develop alternative site plan options for the project site</li> <li>Develop phasing options for site and building (if necessary)</li> <li>Develop character preference materials for Workshop 3</li> </ul> </li> <li>Preview findings document with Allen via web meeting</li> </ul>	BRS B*K BRS / B*K BRS BRS / SO BRS BRS ALLEN / BRS / B*K
3.1 (4 hrs )         (3 hrs )	<u>Workshop #3 - Program Refinement and Relationships and Open House #2</u> <ul style="list-style-type: none"> <li>Team Meeting with Allen + PAG: <ul style="list-style-type: none"> <li>Commit Project Program, Adjacency Options</li> <li>Confirm options for the massing 3D model</li> <li>Confirm preferences for architectural character</li> <li>Confirm sustainability concepts and goals</li> <li>Confirm site plan priorities and preferences</li> <li>Commit to a preferred site plan and phasing options</li> <li>Finalization of setting up a partnership agreement between Allen and ASA</li> </ul> </li> <li>Open House #2 <ul style="list-style-type: none"> <li>Update project mission, vision, sustainability goals, schedule and budget</li> <li>Present Dot-ocracy results and current program concepts</li> <li>Present and solicit feedback on site and building options</li> <li>Conduct visual appearance preference activity</li> </ul> </li> <li>BRS Travel</li> </ul>	ALLEN + PAG BRS BRS BRS BRS SO ALLEN + PAG ALLEN / ASA / B*K / BRS BRS     BRS



## EXHIBIT “C” SCOPE OF WORK

Activity / Timeline	Scope Description (Tasks & Products)	Participants
4.0 +6 Weeks	<u>Work Period #4 - Plans Development &amp; Massing Model</u> <ul style="list-style-type: none"> <li>Create meeting minutes and distribute</li> <li>Develop selected diagram into floor plans</li> <li>Create presentation materials for Workshop 4 <ul style="list-style-type: none"> <li>Place floor plans into the presentation</li> <li>Refine selected site plan</li> </ul> </li> <li>Create 3D computer model for massing study with character development based on Workshop 3 and Open House 2</li> <li>Update project budget model</li> </ul>	BRS BRS BRS / B*K BRS SO BRS  BRS
4.1 (4 hrs)      (3 hrs )	<u>Workshop #4 - Floor &amp; Site Plan Review, 3D Model, Operations and Open House #3</u> <ul style="list-style-type: none"> <li>Team Meeting with Allen + PAG: <ul style="list-style-type: none"> <li><b>Commit</b> to developed floor plans</li> <li><b>Commit</b> to developed site plan</li> <li><b>Commit</b> to 3D massing model</li> <li><b>Commit</b> Preliminary Total Project Budget Model</li> <li><b>Confirm</b> draft market &amp; operations analysis</li> </ul> </li> <li>Open House #3 <ul style="list-style-type: none"> <li>Park &amp; Recreation Board Meeting Progress Update</li> <li>City Council Workshop Progress Update <ul style="list-style-type: none"> <li>Update project mission, vision, sustainability goals, schedule and budget</li> <li>Provide outcome of visual appearance activity</li> </ul> </li> <li>Present 3D concepts and updated floor plans and site plans and solicit feedback</li> </ul> </li> <li>BRS Travel</li> </ul>	ALLEN + PAG BRS SO BRS BRS B*K BRS BRS / ALLEN BRS / ALLEN       BRS
5.0 +5 Weeks	<u>Work Period #5 - Finalize Plans, Character, &amp; Operations</u> <ul style="list-style-type: none"> <li>Create meeting minutes and distribute</li> <li>Create presentation materials for Workshop 5 <ul style="list-style-type: none"> <li>Finalize floor plans</li> <li>Finalize site plan</li> <li>Finalize phasing options for site and building (if necessary)</li> <li>Finalize 3D model and perspective drawings</li> <li>Finalize market &amp; operations analysis</li> <li>Finalize project budget model</li> </ul> </li> <li>Develop draft report for review</li> </ul>	BRS BRS BRS SO BRS / SO BRS B*K BRS / SO BRS / B*K
5.1 (4 hrs)	<u>Workshop #5 - Final Reviews</u> <ul style="list-style-type: none"> <li>Team Meeting with Allen + PAG: <ul style="list-style-type: none"> <li>Review final floor plans</li> <li>Review final site plans</li> <li>Review phasing options for site and building (if necessary)</li> <li>Review final operational proforma</li> <li>Review final project budget model</li> </ul> </li> <li>BRS Travel</li> </ul>	ALLEN + PAG BRS BRS / SO BRS B*K BRS BRS
6.0 +5 Weeks	<u>Work Period #6 - Finalize and Deliver Report</u> <ul style="list-style-type: none"> <li>Compile and transmit final report</li> <li>Final report with all supporting graphics and data to be delivered electronically</li> </ul>	BRS



## **EXHIBIT “C” SCOPE OF WORK**

Work to be Performed by Ballard\*King & Associates as a  
sub-consultant to Barker Rinker Seacat Architecture

### **City of Allen West Allen Recreation Center Feasibility Study**

#### **Scope of Services**

##### **Project Overview:**

- \* Project review and update
- \* Identify constraints and parameters
  - Market
  - Site/location
  - Mission and goals
- \* Meet with project team
  - Project partners

##### **Market Analysis:**

- \* Service area identification
  - Primary market
  - Secondary market
  - Possible drive times
- \* Demographic characteristics/community profile
  - Population/age range/income
  - Recreation spending potential
  - Trends
- \* Review of existing City of Allen facilities/programs/services
  - Master plan/existing studies
  - Organizational structure/wage scales
  - Department policies and procedures
  - Operating budgets
  - Existing aquatic/recreation program statistics
  - Demand for programs/services and facilities
- \* Review of existing Allen Sports Association programs/services
  - Previous studies
  - Organizational structure/wage scales
  - Organizational policies and procedures
  - Operating budgets
  - Existing sports/recreation program statistics



## EXHIBIT "C"

### SCOPE OF WORK

Work to be Performed by Ballard\*King & Associates as a sub-consultant to Barker Rinker Seacat Architecture

- Demand for programs/services and facilities
- \* Competitive market analysis
  - Alternative recreation/aquatic/fieldhouse providers
    - Public
    - Private
    - Non-Profit
  - Facilities and services offered
  - Admission rates
- \* Comparison with national, regional and local participation statistics/trends
  - National Sporting Goods Association standards
  - Potential participation levels

#### **Citizen Participation Plan:** (B\*K with BRS)

- \* Review any existing research
- \* Participate in community meetings (2)
  - Determine community satisfaction with current recreation facilities
  - Identify priorities for future recreation services and facilities
  - Assess willingness to pay
- \* Conduct stakeholder interviews (4 max)
  - Identify key community leaders and project influence individuals
  - Conduct interviews to gain responses from these individuals/groups
- \* Compile and interpret all information received

#### **Programming Assistance:** (B\*K with BRS)

- \* Project component recommendation/prioritization
  - Operations impact for possible program options
  - Determine sizing and space allocation requirements
  - Component relationships and interaction

#### **Operations Analysis:** (one option only)

- \* Attendance/Use estimates
  - Daily
  - Annually
- \* Fee structure
  - Drop-in
  - Multiple admissions/annual passes
  - Family, corporate, group
  - Rentals
- \* Sources of income



## **EXHIBIT “C” SCOPE OF WORK**

### **Work to be Performed by Ballard\*King & Associates as a sub-consultant to Barker Rinker Seacat Architecture**

- Identification and verification of revenue sources
- \* Operating cost projections
  - Develop a line item budget
  - Personnel by position
  - Contractual services
  - Commodities
  - Capital replacement
- \* Revenue generation projections
  - Develop a line item accounting
  - Admissions
  - Annual/multiple admissions
  - Programs and services
  - Rentals
  - Other revenue sources
- \* Revenue/expenditure comparisons
  - Cost recovery level
- \* Project recommendations/profitability of components
  - Marketing strategy
  - Program/service considerations

#### **Partnerships:**

- \* Develop outline of possible partnership agreement with ASA
  - Identify requirements for each organization
  - Determine areas of agreement/conflict
- \* Determination of other realistic partnering opportunities
  - Cost/benefit analysis

#### **Final Report:**

- \* Provide information for inclusion in the final report



## EXHIBIT "C" SCOPE OF WORK

### Work to be Performed by Studio Outside as a sub-consultant to Barker Rinker Seacat Architecture

**studioOutside**

October 27, 2018 (revised 5 November 2018)

Mr. Kevin Armstrong  
Barker Rinker Seacat Architects  
3457 Ringsby Court – Unit 200  
Denver, Colorado 80216

Studio Outside  
Landscape Architecture

824 Exposition Ave Ste 5  
Dallas TX USA  
75226

tel +1 214 954 7160

Dear Mr. Armstrong:

We appreciate the opportunity to partner with the BRS team in the feasibility study for the West Allen Recreation Center in Allen Texas. This letter of proposal describes planning and landscape architectural services to be provided by Studio Outside, costs of these services and general conditions under which those services would be executed.

#### Assumptions

- The study will review feasibility opportunities for a recreation center on one site located on Exchange Parkway to the west side of U.S. 75 in Allen, Texas.
- StudioOutside scope will define preliminary site layout concepts for outdoor recreation and park amenities, trail connections, and parking.
- StudioOutside will test spatial relationships relative to sport field options to evaluate different dimension sizes as a feasibility check to what could fit on the property.
- StudioOutside scope will evaluate drainage patterns for the proposed site concepts but will not be preparing a site drainage concept plan or any preliminary grading studies.
- StudioOutside will assist the team with costing related to site elements within our scope, but cannot provide cost commentary on civil engineering scope that is presumed to be provided by others (utilities, mass grading, wetland / floodplain mitigation, etc.)
- No 3D or sketchup work is included in this scope.

#### Task 1.0 Prepare Background Materials

StudioOutside will work with the BRS team in assembling a working site base for the planning study. This base is presumed to be built with public-domain or City of Allen provided data to include a recent aerial photograph, topographic information, site boundary survey, flood plain, and existing utilities available to the site. We will visit the site and other key sites in Allen to gain a familiarity with other properties in the city system and create a contextual open space map. We will review the data collected by other members of the BRS team. Working with all this background information, StudioOutside will prepare a site natural systems sensitivity assessment composite (slope, soil, hydrology, habitat) and experiential diagram as a basis of site understanding to guide future tasks in the feasibility study.

This task will also include preparation of site assessment imagery slides and program opportunity imagery for outdoor recreation and site development that could occur on site for use in the public meeting to follow.

Deliverable: working layered base file and site assessments content.

Meetings: conference calls as necessary

#### Task 1.1 Workshop #1

StudioOutside will participate in the workshop #1 hosted by BRS. We will specifically present the site assessment prepared to date and solicit feedback from city staff on other aspects given their history of stewardship with the property. Topics may include:

- Trail connections
- Adjacency issues associated with surrounding neighborhoods
- Rowlett Creek flood condition history





## EXHIBIT “C” SCOPE OF WORK

### Work to be Performed by Studio Outside as a sub-consultant to Barker Rinker Seacat Architecture

- Exchange Parkway conditions, including turn/decel lane access, pedestrian crossings, and other attributes (traffic and/or engineering department)
- City of Allen park and recreation and trail master plans as they relate to programming of this site.
- “Lessons learned” from other Allen facilities along Rowlett Creek or other recreation centers in the city
- Parking patterns and capacity
- Landscape ordinances that related to site development
- Stormwater retention/detention requirements
- Tree mitigation ordinance
- Sidewalk and trail requirements
- Irrigation strategy expectations
- City standards that affect price – signage, lighting, etc.
- Creek / Natural landscape management vs. “manicured” developed areas

Deliverable: meeting minutes related to site program and design direction

Meetings: Site visit with team and the half-day workshop.

#### **Task 2.0 Community & Stakeholder Engagement**

StudioOutside will update the site assessment based on feedback from the previous two tasks. We will prepare site-related content slides for the stakeholder interview sessions and public Open House. The public engagement related to site may seek input on the following:

- building placement in relation to parking, roadway, and the creek
- recreation program preferences
- trail connectivity
- parking
- indoor/outdoor relationships

Different methods will be utilized for various stakeholder groups vs. the general public.

Deliverable: updated assessment presentation and content for meetings that occur in the following task.

Meetings: conference calls as necessary

#### **Task 2.1 Outreach – Stakeholder & Focus Group Interviews & Open House**

StudioOutside will participate in the Open House and Focus Groups hosted by BRS.

Meetings: one full day of meetings in Allen

#### **Task 2.2 Workshop #2 - Program Refinement & Commitment**

StudioOutside will participate in a work session with BRS and the City of Allen staff as a debrief from the public engagement and continued project concept advancement. We will compare and contrast input from different segments of the community vs. the city’s original direction. We will further seek clarity on baseline program and prioritization of secondary site features for consideration.

Meetings: one(1) two-hour workshop participation related to site scope in Allen

#### **Task 3.0 Create Site Options for Preferred Program**

Working with the program and site direction confirmed in the previous tasks, StudioOutside will work with the BRS-provided building concept(s) to develop two site scenarios for park development. These diagram level concepts will test program relationships on property, circulation, parking, trail connections, building placement, potential sports field arrangements, and landscape approaches. This task presumes collaboration with the BRS team to vet initial ideas and concepts to refine two solid ideas to present to the client. These site concepts and representative concept imagery will be formatted for use in the presentations to follow.

Deliverables: (2) diagrammatic options for site development, (1) round of comment revisions from BRS, and (1) round of comment revisions from city prior to public meeting.

Meetings: (2) conference calls with BRS



## EXHIBIT “C” SCOPE OF WORK

### Work to be Performed by Studio Outside as a sub-consultant to Barker Rinker Seacat Architecture

#### **Task 3.1 Workshop #3 – Program Refinement & Open House #2**

StudioOutside will participate in one full day of meetings in Allen hosted by BRS. We will present the diagram concepts in a means to solicit staff feedback on the options for further refinement in future tasks. Similarly, we will look to glean commentary from the public on the city’s preferred scheme(s) and better learn how different options are received by the community. We will utilize this feedback in refinement of the plan during the next phase.

Deliverables: summary notes related to site program and design direction

Meetings: one-half day stakeholder focus group session in Allen plus one evening public meeting.

#### **Task 4.0 Plan Development & Massing Model**

StudioOutside will refine the preferred site concept diagram into a more developed (to scale) site graphic. This scope assumes BRS will develop a building concept and respond to one round of comments from city staff prior to StudioOutside proceeding to develop the site plan. This plan will respond to the updated building concept evolution provided by BRS and feedback collected in the previous task. Specific indoor/outdoor relationships will be explored. We will assist the team with cost projections related to site scope. The site plan will evolve with further detail, migrating from a diagram to a more representative site plan. The working presentation will be updated with the latest site plan, thought, and imagery.

Deliverables: (1) site plan concept with (1) round of refinement comments, and accompanying representative imagery.

Meetings: (3) conference calls with BRS

#### **Task 4.1 Workshop #4 – Site Plan Review**

StudioOutside will participate in one two-hour meeting in Allen to be hosted by BRS.

#### **Task 5.0 Final Plans**

StudioOutside will work with the BRS team to deliver the final document graphics, representative imagery, and narrative. We will format graphics to match the BRS document template and provide descriptive narrative to accompany concept imagery and the final refined site plan. We will also provide updated cost numbers for site landscape and program scope and work with the BRS team in ratifying a phasing strategy for project implementation.

Deliverables: Site Concept Narrative chapter for inclusion in the final report document.

Meetings: (3) conference calls with BRS

end of scope

