

City of Fayetteville Staff Review Form

2022-0935

Legistar File ID

11/1/2022

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Alison Jumper

9/28/2022

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends entering into a contract with TSW, Inc. (RFQ 22-01, Selection 10) to provide master plan design services for Walker Community Park for a fee not to exceed \$94,500, to approve a project contingency of \$5,000 and associated Budget Adjustment. This is a 2019 bond funded project.

Budget Impact:

<p>4705.860.7550-5860.02</p> <hr/> <p align="center">Account Number</p> <p>46050.7550.1000</p> <hr/> <p align="center">Project Number</p>	<p>4705 - Parks Project 2022 Bonds</p> <hr/> <p align="center">Fund</p> <p>Walker Park Improvements, Walker Park Master Plan</p> <hr/> <p align="center">Project Title</p>
<p>Budgeted Item? <u>No</u></p>	<p>Current Budget \$ -</p> <p>Funds Obligated \$ -</p> <hr/> <p>Current Balance \$ -</p>
<p>Does item have a cost? <u>Yes</u></p>	<p>Item Cost \$ 94,500.00</p>
<p>Budget Adjustment Attached? <u>Yes</u></p>	<p>Budget Adjustment \$ 99,500.00</p> <hr/> <p>Remaining Budget \$ 5,000.00</p>

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF November 1, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Alison Jumper, Director Parks, Natural Resources and Cultural Affairs

DATE: September 27, 2022

SUBJECT: Walker Community Park Master Plan Design Contract

RECOMMENDATION:

Staff recommends entering into a contract with TSW, Inc. (RFQ 22-01, Selection 10) to provide master plan design services for Walker Community Park for a fee not to exceed \$94,500, to approve a project contingency of \$5,000 and associated Budget Adjustment. This is a 2019 bond funded project.

BACKGROUND:

Walker Park is Fayetteville’s largest community park offering a variety of amenities including a multi-use field, eight baseball fields, playgrounds, pavilions, restrooms, skatepark and a splashpad. It provides recreational opportunities in one the City’s underserved areas. With the exception the recently constructed splash pad, the majority of facilities are aged.

DISCUSSION:

Walker Park and the surrounding neighborhood have seen much change over the past several years. Fayetteville Youth Baseball has used the park for decades for their leagues; however, four new ballfields were recently completed at Kessler Mountain Regional Park creating a new home for the club. The surrounding neighborhood continues to evolve and is becoming more dense. These changes present an opportunity to reimagine Walker Park as a whole, to ensure the needs of the community are being met.

Design will consider ways to increase park safety, support new and additional activations, and create a vibrant park ultimately increasing park use. A robust public engagement effort will guide the design and priorities for the park.

BUDGET/STAFF IMPACT:

Funds for this contract are available in the Parks Projects Bond Phase II (2022) Fund in project (46050.7550.1000).

GLACCOUNT	PROJECT	AMOUNT
4705.860.7550-5860.02	46050.7550.1000	\$ 94,500
TOTAL		\$ 94,500

Attachments:

1. SRF and Contract



CITY OF
FAYETTEVILLE
ARKANSAS

CONTRACT FOR PROFESSIONAL SERVICES
RFQ 22-01, ENGINEERING & ARCHITECTURAL SERVICES
SELECTION – WALKER PARK MASTER PLAN

between

City of Fayetteville, Arkansas

and

TSW, Inc.

THIS AGREEMENT is executed this _____ day of _____, 2022, by and between the **City of Fayetteville** acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or **CITY**) and **TSW, Inc.** (hereinafter called “**TSW**” or “**Consultant**”).

CITY OF FAYETTEVILLE from time to time requires professional services in connection with the master planning of parks. TSW was selected through RFQ 22-01, Selection 9 to provide the scope of work outlined and identified in this contract. Therefore, **City** and **TSW** in consideration of their mutual covenants agree as follows:

TSW shall serve as the professional consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed landscape architect or architect registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties:

a. This agreement shall be binding between all parties. Fees for professional services shall be provided as identified in appendices.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the **CITY** and **TSW**.

a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:

- i. **Appendix A:** Scope of Work & Fees
- ii. **Appendix B:** **TSW's** RFQ response
- iii. **Appendix C:** **TSW's** Certificate of Insurance

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. **City of Fayetteville:** Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
TSW: Attention: Adam Williamson, PLA, LEED AP, Principal-in-Charge, 1447 Peachtree St, Ste 850 Atlanta GA 30309

4. Fees, Expenses, and Payments:

- a. The maximum not-to-exceed amount authorized for this agreement is \$94,500.00 US DOLLARS which includes the services as shown below. Progress payments shall be paid to the **TSW** as described in **Appendix A**.
 - b. **TSW** shall track, log and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage of work completed as defined by **Appendix A**.
 - c. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **TSW** in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
 - d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with **TSW** normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by **TSW** and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.
 - e. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **TSW** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **TSW** to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against **TSW** or sureties under this Agreement.
5. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
 6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
 7. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
 8. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
 9. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
 10. **Omissions by the Architect:** If **TSW** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order,

TSW will not receive a fee for work associated with the Change Order.

11. **Insurance:** **TSW** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, **TSW** shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **TSW** shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.
 - a. **TSW** shall provide to the City certificates as evidence of the specified insurance presented in **Appendix C** within ten (10) calendar days of the date of this agreement and upon each renewal coverage. The City shall be listed as additional insured entity.
 - b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.
12. **Professional Responsibility:** **TSW** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to **TSW** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **TSW** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of **TSW**.
13. **Responsibility of the City of Fayetteville**
 - a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **TSW**:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist **TSW** by placing at **TSW's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **TSW** in obtaining access to property reasonably necessary for **TSW** to perform its services under this Agreement.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **TSW** and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to **TSW** in a timely manner.
 - vi. The City of Fayetteville's Parks, Natural Resources & Cultural Affairs Director is the project representative with respect to the services to be performed under this Agreement. The Parks & Recreation Director shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
14. **Cost Opinions and Projections:** Cost opinions and projections prepared by **TSW** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **TSW's** experience, qualifications, and judgment as a design professional. Since **TSW** has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, **TSW** does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by **TSW**.
15. **Period of Service:** This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
 - a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **TSW** will proceed with

providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included within **Appendix A**.

16. Debarment Certification: TSW hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. TSW hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

17. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that TSW is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to TSW at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of TSW's default.
- d. If termination for default is affected by TSW, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to TSW for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by TSW relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, TSW shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by TSW in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of TSW to fulfill contractual obligations, it is determined that TSW had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

18. Delays

- a. In the event the services of **TSW** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond **TSW's** reasonable control, **TSW** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **TSW** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **TSW**, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

19. Rights and Benefits

- a. **TSW's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

20. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **TSW** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **TSW** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **TSW** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **TSW** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **TSW** and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

21. Sufficient Funds: The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **TSW** for services rendered by **TSW**.

22. Publications:

- a. Recognizing the importance of professional development on the part of **TSW's** employees and the importance of **TSW's** public relations, **TSW** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **TSW's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **TSW**, CITY OF

FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **TSW's** activities pertaining to any such publication shall be for **TSW's** account.

23. Indemnification:

- a. **TSW's** shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in **TSW's** capacity as an landscape architect / planner, and caused by any willful or negligent error, omission, or act of **TSW** or any person employed by it or anyone for whose acts **TSW** is legally liable.

24. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **TSW** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **TSW** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **TSW** has been compensated for Services rendered, provided, however, that **TSW** shall have an unrestricted perpetual license right to their use. **TSW** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **TSW**.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **TSW** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

25. Additional Responsibilities of TSW:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **TSW** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **TSW** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **TSW's** negligent performance, except beyond the **TSW** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **TSW's** obligations under this clause are in addition to **TSW's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **TSW** for faulty materials, equipment, or work.
- d. Deliverables for Record Documents or "as-builts" shall be defined as the following. **TSW** will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by **TSW** through the course of the Work. Field revisions as supplied by the CMAR to **TSW** at close out shall be included as part of **TSW's** "As-Builts". **TSW** will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

26. Audit and Access to Records:

- a. **TSW** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **TSW** shall also maintain the financial information and data used by **TSW** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **TSW** will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **TSW**;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

27. Covenant Against Contingent Fees:

- a. **TSW** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **TSW** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **TSW** or any of **TSW's** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **TSW** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **TSW** as it could pursue in the event of a breach of the Agreement by **TSW**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as

determined by CITY, which shall be not less than three nor more than ten times the costs TSW incurs in providing any such gratuities to any such officer or employee.

29. Clarification and Understanding of all parties:

- a. TSW shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in TSW's response shall be permitted as being referenced herein.

30. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.


- a. Architect shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b. Architect and subconsultants certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and TSW (CONSULTANT), by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS (CITY)

TSW (CONSULTANT)

By: _____
LIONELD JORDAN, MAYOR

By:  _____
ADAM WILLIAMSON, PRINCIPAL-IN-CHARGE

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 9.19.22

Exhibit A: Scope of Services

Master Planning Design Services | Walker Park

Project Information

Walker Park is one of five community parks located within the City of Fayetteville. Each community park is designed to be unique, offering a variety of recreational, social, and cultural opportunities. Community Parks differ from Neighborhood Parks in several ways. Community Parks are generally much larger, developed in a way that they can keep an entire family, or a wider range of people entertained for many hours, developed with their own unique theme and strategically located to maximize equity and accessibility to this important park type. Community Parks having their own unique theme strengthens the recreational value of the park system, giving residents reasons to travel to each of the unique community parks for a wider range of recreational experiences.

Walker Park is highly utilized due to its location as the only large community park within the central part of the city. The park currently provides a variety of recreational needs for the community including: a splashpad, skateboard park, racquetball/handball courts, a sand volleyball court, three pavilions, playgrounds, tennis courts, disc golf course, a Senior Citizen Center, and a youth baseball field complex on the southern end of the park. In addition to these activities, the park has a 1.2-mile paved walking path around the perimeter and the Frisco Trail, which passes through the Park, and connects to the regional Razorback Greenway trail system.

Several previous planning efforts, which include the City Plan 2040, the Walker Park Neighborhood Master Plan, and public surveying completed in 2018 have placed a high priority on equity in the park system. While each community park is different, the level of effort in development and quality should be consistent. Public feedback suggests Fayetteville citizens desire a moderate increase in the quality of existing facilities. This will require a thoughtful master plan able to lead development of the park while keeping budgets and equity in park improvements in mind. As with the other parks in Fayetteville, this park will be developed over a long-time horizon with many phases. Design should consider ways to increase park safety, support new and additional activations, and create a vibrant park ultimately increasing park use. The design should emerge from a shared vision resulting from input from city staff, the public and stakeholders.

TSW understands that this master plan effort will result in both short-term and long-term planning and implementation recommendations. TSW will review current city plans and through a public participation process, work with the community, stakeholders, and the City of Fayetteville to help reconfirm and identify needs to develop a master plan for Walker Park. TSW understands the process of working with municipalities and budgetary constraints and will develop plans that are feasible and able to be phased as needed.

Approach

Task 1: Project Coordination

TASK 1.1 PROJECT MANAGEMENT

TSW will guide the Project Management Team (consisting of key City staff members) with project goal setting, engagement efforts, data collection, concept development, and plan drafting.

TASK 1.2 KICK-OFF MEETING

TSW will conduct a Kick-off Meeting with city staff to review and finalize the following:

- Available data resources
- Roles and responsibilities of city staff
- Project goals
- Preliminary schedule with dates for deliverables, meetings, review periods, etc.
- Anticipated public participation activities (Note: TSW will provide flyer's or notices for all public meetings, but City of Fayetteville will be responsible for securing meeting spaces, postage, and advertisement of meetings).
- Plan for first site visit

TASK 1.3 PROGRESS MEETINGS

TSW will meet with City staff monthly throughout the process to review work-to-date and gather feedback. Although we hope to conduct key public meetings in-person, TSW will utilize either Zoom or Teams to conduct virtual progress and review meetings.

Task 2: Site Inventory & Analysis

TASK 2.1 SITE VISIT & LISTENING TOUR

- TSW & city staff will visit Walker Park and the surrounding areas, including downtown and Wilson Park, to better understand existing conditions and document findings.
- Gather preliminary feedback in a compact “Listening Tour” format. Meet with other city staff, critical special interest groups, etc. This feedback, along with other sources, is to be used to help determine the programs that drive the two draft concept plans.
- Have two public meetings, one at the park and one at the Library, to gather preliminary ideas from people.
- Have a two-week open survey to gather preliminary ideas from people online using the city’s website. TSW will prepare the survey with participation from the city. The city will place the survey online and provide links for public meetings. A few paper surveys will be brought to the public meetings for those who do not have technology.
- TSW will summarize findings from the “Listening Tour.”
- TSW will work with the City of Fayetteville Communications and Park Staff to supply information for the Speak Up Fayetteville website to allow for public engagement throughout the project.
- **Note that for Task 2.1 and other tasks associated with public planning, flexibility in how meetings are conducted, and activities needed is included in this contract. Some meetings may partner with other planning efforts of the city creating an opportunity for multiple planning efforts to build on grater public feedback.**

TASK 2.2 STAKEHOLDER INTERVIEW (ZOOM)

TSW will conduct a maximum of 10 virtual stakeholder interviews. Stakeholder interviews will be one-on-one or small group discussions. The City of Fayetteville will provide a list of key individuals to be interviewed and assist with scheduling the meetings. TSW will set the meetings up on Zoom or another common web program if they are not held in person.

TASK 2.3 ASSESSMENT OF EXISTING CONDITIONS/INVENTORY AND ANALYSIS

TSW will review the provided survey and GIS information on the city’s website. The analysis will consider

both physical and cultural constraints and opportunities. In addition to the on-site assessment, TSW will review and summarize the City Plan 2040, Walker Park Neighborhood Master Plan, and any other applicable plans or studies to better understand and provide an overview of Walker Park and its context. The deliverable will be an analysis narrative and graphic maps for the inventory and analysis.

Task 3: Draft Plans Development and Public Input

TASK 3.1 PRELIMINARY CONCEPT PLANS

Based on Tasks 1-2 above, TSW, with input from park staff, will develop two preliminary concept plans for Walker Park. The two concept plans will illustrate, at a minimum, two different but realistic approaches to the park based on different programs developed from existing information, inventory and analysis information, and the “listening tour” and special interest group meetings and park staff input. TSW will develop enough information to convey ideas and concepts displayed in the concepts plans including but not limited to plan graphics, supporting renderings, and photography examples of key areas to communicate the character and proposed park components. Graphic styles can be less refined to help illustrate the preliminary nature of this stage of planning. TSW will address the following items during developing plans:

- Topography of the site.
- Protection/enhancement of significant historic structures and areas.
- Protection/enhancement of environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide wildlife habitat and protect water quality.
- Attention to utilities, relevant rights of ways and servitudes.
- Offsite connections, particularly pedestrian.
- Information for possible themes that could help guide park development will be explored with an opportunity for the public to prioritize possible directions. (Cost Estimate not needed for this task).

TASK 3.2 CONCEPT PLANS PUBLIC MEETING

TSW will conduct 2-3 Public Meetings as needed, possibly onsite at the park and potentially at the library or at other city venues, to review the proposed concept plans. These meetings will utilize an open house format with a minimum of 2 hours to allow greater participation. Key activities will include:

- Concept Plan Alternatives Presentation to review the two preliminary concept plans, including different park components, opportunities and challenges of each presented in an open house format.
- Project Stations - 3-4 staffed Project Stations displaying preliminary concept plans that allow participants to review each concept thoroughly, ask questions, and provide feedback. A survey will be prepared to help gather public input on the two plans.
- TSW will provide material for city to put the preliminary plans and survey questions on the city's Speakup website for additional public input over a two-week window.
- TSW will prepare a survey to be approved by city staff based on the concept plans including questions that help determine public priorities.
- TSW will supply the city with information for the Speakup website, including all applicable diagrams, maps, and other visuals as needed for the project website. The city will be responsible for the management and maintenance of the website throughout the duration of the project.

Task 4: Draft Master Plan Development

TASK 4.1 DEVELOPMENT OF DRAFT MASTER PLAN

Utilizing information gathered from prior tasks, TSW and park staff, will determine a final program to guide a draft master plan for Walker Park. The draft plan will illustrate proposed improvements with an improved graphic style from the draft plans. Areas of attention for the draft master plan will include:

- Site opportunities, constraints, and generally accepted design standards related to the proposed recreation facilities and uses including any applicable local recreation and park agency standards.
- Working with the topography of the site.
- Compliance with applicable laws, regulations, and guidelines including land subdivision, zoning, ADA Standards for Accessible Design, Uniform Construction Code, American Society for Testing Materials (ASTM)

standards, and the Consumer Product Safety Commission (CPSC) guidelines pertaining to playground areas and equipment.

- Protection/enhancement of significant historic structures and areas.
- Protection/enhancement of environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide wildlife habitat and protect water quality.
- Sustainable site design and green infrastructure/materials that may reduce environmental impact and lower maintenance and operation costs.
- Attention to utilities, relevant rights of ways and servitudes.
- Offsite connections particularly pedestrian.
- Establishment and maintenance of sustainable riparian native grass and/or forest buffers.
- Stormwater management.
- Maintenance access
- Revised cost estimate based on revisions made to the plan
- TSW will review the development of the master plan with Park Staff at 30% and 60% intervals.

TASK 4.2 DRAFT MASTER PLAN PRESENTATION AND PUBLIC FEEDBACK

TSW will conduct a final on-site public meeting to present the draft master plans and preliminary cost estimation for Walker Park. The public meeting will be open house style and will include large format boards with design concepts and staffed areas to answer questions and document any comments/ recommendations. A written survey will be used to capture public thoughts and priorities based on the draft plans. TSW will also present the draft plan to the Parks and Recreation Advisory Board and council on zoom or in person if timing allows. Like the preliminary concept plans, the Draft Plan will be put on the Speak Up website for public feedback. TSW will capture and summarize feedback received in this phase.

Due to the complexity and importance of Walker Park and the variability experienced in planning processes, additional public feedback or meetings may be necessary during this and previous Tasks to address comments and issues that may arise during this master planning process.

Task 5: Final Master plan

- After reviewing public feedback with park staff any needed modifications to the Draft Master Plan will be made to produce the final master plan. The final master plan will be produced in high quality graphics and include a narrative report summarizing the planning process, feedback received, points of interest, and including inventory and analysis information. A cost estimate by areas and major amenities will be included.
- TSW will make one virtual formal presentation of the Final Master Plan to the Parks Board, and one to the City Council if desired, for adoption of the plan.

TASK 5.1 NARRATIVE REPORT & PRINTS

TSW will create a formatted, final report that includes all work completed for Tasks 1-4, as well as any necessary supplemental documents and appendices. TSW will provide 5 hard copies of the written report, an electronic copy in PDF and native file format, and 5 hard copy prints of the scaled illustrative master plan for the park (24" x 36" page size) and an electronic copy of the illustrative master plan in its native file format.

Exhibit B: FEES

Master Planning Design Services | Walker Park

The scope of work will be completed for a NOT TO EXCEED FEE OF \$90,000.00. Task 6: Reimbursable Expenses will be completed as a NOT TO EXCEED TASK OF \$4,500. Billings will include hours for team members.

Fee Breakdown by Task

TASK	FEE
Task 1: Project Coordination	\$8,000
Task 2: Site Inventory & Analysis	\$10,000

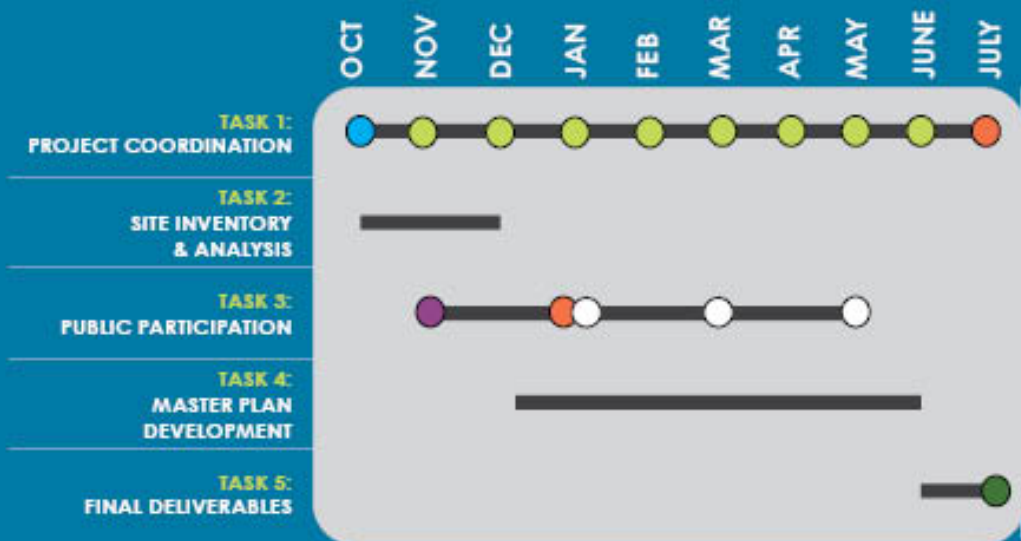
Task 3: Public Participation	\$25,000
Task 4: Master Plan Development	\$35,000
Task 5: Final Deliverables	\$12,000
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Work Task Total	\$90,000 (Not to exceed)
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Task 6:	\$4,500
<hr/>	
Reimbursable Expenses	
<hr/>	
Project Total	\$94,500

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by TSW for this project such as travel, and printing expenses shall be billed at TSW's cost plus up to 10% for all expenses except air and lodging. Consultants are to use good judgment in spending taxpayer funds and incurring expenses. Receipts are to be provided. Expenses are not to exceed \$4,500 without written authorization.

PROPOSED SCHEDULE

Based on previous experience with similar projects, we are estimating an approximate 9-month process with an estimated start date of October 2022 (subject to change based on the City's timeline).



- KICK-OFF MEETING
- CITIZEN SURVEY
- PUBLIC MEETING
- PROGRESS MEETING
- STAKEHOLDER MEETINGS
- PRESENTATION TO BOARDS

TSW PROJECT TEAM

TSW TEAM ORGANIZATION

TSW PROJECT MANAGEMENT / COORDINATION

PRINCIPAL-IN-CHARGE: Adam Williamson

PROJECT MANAGER: Beverly Bell



PUBLIC PARTICIPATION

Adam Williamson

Beverly Bell

Katy O'Meilia

Jamie Pierson

+ Support Staff

STAKEHOLDER INTERVIEWS

CITIZEN SURVEY

2-3 PUBLIC MEETINGS AS NEEDED



SITE INVENTORY & ANALYSIS

Adam Williamson

Beverly Bell

Jamie Pierson

Tiffany Moo-Young



CONCEPT PLAN DEVELOPMENT

Adam Williamson

Beverly Bell

Katy O'Meilia

David Lintott



FINAL DELIVERABLES

Adam Williamson

Beverly Bell

Katy O'Meilia

Jamie Pierson

Tiffany Moo-Young



Adam Williamson, PLA, LEED AP

PRINCIPAL-IN-CHARGE / LEAD LANDSCAPE ARCHITECT

Adam, a Principal at TSW with over 25 years of experience, is a planner and landscape architect who specializes in planning and revitalization of activity centers, commercial districts, and corridors. He has worked on a variety of implemented projects, including rural to urban master plans, private developments, higher education facilities, and streetscape revitalization projects. Adam has extensive experience leading public charrettes and workshops to develop realistic community supported plans.

Education:

1997 Bachelor of
Landscape
Architecture

University of Georgia

Professional Status:

■ Registered Landscape
Architect: GA (#1089), NC
(#1769), and

SC (#1064)

■ American Institute of
Certified Planners
■ LEED Accredited
Professional

Professional Affiliations:

■ APA / GPA
■ Urban Land Institute
■ CNU

Awards:

■ 2019 APA Small
Town and Rural
Planning Division
- Vernon Deines Award:
Downtown Kingsport
Master Plan

■ 2017 CNU Charter
Award: Duluth -
Parsons Alley

REPRESENTATIVE PROJECTS:

City of Powder Springs Town Green Park (*Powder Springs, GA*) - Principal-in-Charge for creating a Town Green park at center of Powder Spring's Town Square. TSW's final design emphasized a multi-use amphitheater/flex lawn, signature splash pad, and trailhead connecting to the Silver Comet Trail. Additionally, the plan analyzed the proposed amphitheater and provided recommendations for the size of the facility including the stage and bathrooms. The design includes a conceptual design for a gateway entry sign into the park.

Cherokee County Parks and Trails Area Plan (*Cherokee County, GA*) - Principal-in-Charge and Landscape Architect for development of a parks and trails area plan for the southwest portion of the county that addressed underutilized parcels owned or leased by the County to provide new recreational opportunities along with a system of arterial trails to connect the parks.

Heritage Park (*Perry, GA*) - Principal-in-Charge for a park in Perry, GA that included a large, grand open lawn that can be used as multi-use fields, surrounded by a ½-mile loop that connects to the larger park loop, serving as a recreational trail connecting the pieces of the park. A fenced in dog park anchors the south end of the site, containing both a small dog park and a large dog park.

Woodstock Downtown Parks (*Woodstock, GA*) - Project Manager for the master plan and landscape architecture for a 32-acre downtown redevelopment that includes a commercial core and residential area. Included in this project was sustainable design of streetscapes, parks and plazas that created an award-winning mixed-use downtown.

City of Dunwoody Multi-use Trails (*Dunwoody, GA*) - Principal-in-Charge to design and develop construction documents for a multi-use path along Winters Chapel Road and Cotillion Drive. Landscape and lighting layout plans follow AASHTO requirements.

Clarksville Multi-Use Trail (*Clarksville, TN*) - Landscape Architect for master plan to construction documents for the multi-use trails in the riverfront and historic downtown area of Clarksville that reconnected the town to the river.

[SPLOST funded] City of Kennesaw Depot Park & Trails Master Plan (*Kennesaw, GA*) - Landscape Architect for 12-acre park in the historic portion of downtown Kennesaw. The master plan will also focus on options for linkages to the museum and future street system. Components will include surface parking and bus turnaround, plaza area for events, restroom facilities, playground area, roundabout, landscape and hardscape improvements, and improved pedestrian underpass.





**CITY OF
FAYETTEVILLE
ARKANSAS**

**CONTRACT FOR PROFESSIONAL SERVICES
RFQ 22-01, ENGINEERING & ARCHITECTURAL SERVICES
SELECTION 10 – WALKER PARK MASTER PLAN**

between

City of Fayetteville, Arkansas

and

TSW, Inc.

THIS AGREEMENT is executed this _____ day of _____, 2022, by and between the **City of Fayetteville** acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **TSW, Inc.** (hereinafter called “**TSW**” or “**Consultant**”).

CITY OF FAYETTEVILLE from time to time requires professional services in connection with the master planning of parks. TSW was selected through RFQ 22-01, Selection 9 to provide the scope of work outlined and identified in this contract. Therefore, **City** and **TSW** in consideration of their mutual covenants agree as follows:

TSW shall serve as the professional consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed landscape architect or architect registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties:

a. This agreement shall be binding between all parties. Fees for professional services shall be provided as identified in appendices.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the **CITY** and **TSW**.

a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:

- i. **Appendix A:** Scope of Work & Fees
- ii. **Appendix B:** **TSW's** RFQ response
- iii. **Appendix C:** **TSW's** Certificate of Insurance

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. **City of Fayetteville:** Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
TSW: Attention: Adam Williamson, PLA, LEED AP, Principal-in-Charge, 1447 Peachtree St, Ste 850 Atlanta GA 30309

4. Fees, Expenses, and Payments:

- a. The maximum not-to-exceed amount authorized for this agreement is \$94,500.00 US DOLLARS which includes the services as shown below. Progress payments shall be paid to the **TSW** as described in **Appendix A**.
 - b. **TSW** shall track, log and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage of work completed as defined by **Appendix A**.
 - c. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **TSW** in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
 - d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with **TSW** normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by **TSW** and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.
 - e. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **TSW** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **TSW** to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against **TSW** or sureties under this Agreement.
5. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
 6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
 7. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
 8. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
 9. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
 10. **Omissions by the Architect:** If **TSW** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order,

TSW will not receive a fee for work associated with the Change Order.

11. Insurance: **TSW** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, **TSW** shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **TSW** shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.

a. **TSW** shall provide to the City certificates as evidence of the specified insurance presented in **Appendix C** within ten (10) calendar days of the date of this agreement and upon each renewal coverage. The City shall be listed as additional insured entity.

b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.

12. Professional Responsibility: **TSW** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to **TSW** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **TSW** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of **TSW**.

13. Responsibility of the City of Fayetteville

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **TSW**:

i. Provide full information as to the requirements for the Project.

ii. Assist **TSW** by placing at **TSW's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

iii. Assist **TSW** in obtaining access to property reasonably necessary for **TSW** to perform its services under this Agreement.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **TSW** and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to **TSW** in a timely manner.

vi. The City of Fayetteville's Parks, Natural Resources & Cultural Affairs Director is the project representative with respect to the services to be performed under this Agreement. The Parks & Recreation Director shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. Cost Opinions and Projections: Cost opinions and projections prepared by **TSW** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **TSW's** experience, qualifications, and judgment as a design professional. Since **TSW** has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, **TSW** does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by **TSW**.

15. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **TSW** will proceed with

providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included within **Appendix A**.

16. Debarment Certification: TSW hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. TSW hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

17. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that TSW is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to TSW at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of TSW's default.
- d. If termination for default is affected by TSW, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to TSW for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by TSW relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, TSW shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by TSW in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of TSW to fulfill contractual obligations, it is determined that TSW had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

18. Delays

- a. In the event the services of **TSW** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond **TSW's** reasonable control, **TSW** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **TSW** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **TSW**, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

19. Rights and Benefits

- a. **TSW's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

20. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **TSW** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **TSW** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **TSW** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **TSW** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **TSW** and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

21. Sufficient Funds: The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **TSW** for services rendered by **TSW**.

22. Publications:

- a. Recognizing the importance of professional development on the part of **TSW's** employees and the importance of **TSW's** public relations, **TSW** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **TSW's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **TSW**, CITY OF

FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **TSW's** activities pertaining to any such publication shall be for **TSW's** account.

23. Indemnification:

- a. **TSW's** shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in **TSW's** capacity as an landscape architect / planner, and caused by any willful or negligent error, omission, or act of **TSW** or any person employed by it or anyone for whose acts **TSW** is legally liable.

24. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **TSW** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **TSW** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **TSW** has been compensated for Services rendered, provided, however, that **TSW** shall have an unrestricted perpetual license right to their use. **TSW** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **TSW**.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **TSW** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

25. Additional Responsibilities of TSW:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **TSW** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **TSW** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **TSW's** negligent performance, except beyond the **TSW** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **TSW's** obligations under this clause are in addition to **TSW's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **TSW** for faulty materials, equipment, or work.
- d. Deliverables for Record Documents or "as-builts" shall be defined as the following. **TSW** will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by **TSW** through the course of the Work. Field revisions as supplied by the CMAR to **TSW** at close out shall be included as part of **TSW's** "As-Builts". **TSW** will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

26. Audit and Access to Records:

- a. **TSW** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **TSW** shall also maintain the financial information and data used by **TSW** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **TSW** will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **TSW**;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

27. Covenant Against Contingent Fees:

- a. **TSW** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **TSW** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **TSW** or any of **TSW's** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **TSW** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **TSW** as it could pursue in the event of a breach of the Agreement by **TSW**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as

determined by CITY, which shall be not less than three nor more than ten times the costs TSW incurs in providing any such gratuities to any such officer or employee.

29. Clarification and Understanding of all parties:

- a. TSW shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in TSW's response shall be permitted as being referenced herein.

30. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.


- a. Architect shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b. Architect and subconsultants certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and TSW (CONSULTANT), by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS (CITY)

TSW (CONSULTANT)

By: _____
LIONELD JORDAN, MAYOR

By:  _____
ADAM WILLIAMSON, PRINCIPAL-IN-CHARGE

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 9.19.22

Exhibit A: Scope of Services

Master Planning Design Services | Walker Park

Project Information

Walker Park is one of five community parks located within the City of Fayetteville. Each community park is designed to be unique, offering a variety of recreational, social, and cultural opportunities. Community Parks differ from Neighborhood Parks in several ways. Community Parks are generally much larger, developed in a way that they can keep an entire family, or a wider range of people entertained for many hours, developed with their own unique theme and strategically located to maximize equity and accessibility to this important park type. Community Parks having their own unique theme strengthens the recreational value of the park system, giving residents reasons to travel to each of the unique community parks for a wider range of recreational experiences.

Walker Park is highly utilized due to its location as the only large community park within the central part of the city. The park currently provides a variety of recreational needs for the community including: a splashpad, skateboard park, racquetball/handball courts, a sand volleyball court, three pavilions, playgrounds, tennis courts, disc golf course, a Senior Citizen Center, and a youth baseball field complex on the southern end of the park. In addition to these activities, the park has a 1.2-mile paved walking path around the perimeter and the Frisco Trail, which passes through the Park, and connects to the regional Razorback Greenway trail system.

Several previous planning efforts, which include the City Plan 2040, the Walker Park Neighborhood Master Plan, and public surveying completed in 2018 have placed a high priority on equity in the park system. While each community park is different, the level of effort in development and quality should be consistent. Public feedback suggests Fayetteville citizens desire a moderate increase in the quality of existing facilities. This will require a thoughtful master plan able to lead development of the park while keeping budgets and equity in park improvements in mind. As with the other parks in Fayetteville, this park will be developed over a long-time horizon with many phases. Design should consider ways to increase park safety, support new and additional activations, and create a vibrant park ultimately increasing park use. The design should emerge from a shared vision resulting from input from city staff, the public and stakeholders.

TSW understands that this master plan effort will result in both short-term and long-term planning and implementation recommendations. TSW will review current city plans and through a public participation process, work with the community, stakeholders, and the City of Fayetteville to help reconfirm and identify needs to develop a master plan for Walker Park. TSW understands the process of working with municipalities and budgetary constraints and will develop plans that are feasible and able to be phased as needed.

Approach

Task 1: Project Coordination

TASK 1.1 PROJECT MANAGEMENT

TSW will guide the Project Management Team (consisting of key City staff members) with project goal setting, engagement efforts, data collection, concept development, and plan drafting.

TASK 1.2 KICK-OFF MEETING

TSW will conduct a Kick-off Meeting with city staff to review and finalize the following:

- Available data resources
- Roles and responsibilities of city staff
- Project goals
- Preliminary schedule with dates for deliverables, meetings, review periods, etc.
- Anticipated public participation activities (Note: TSW will provide flyer's or notices for all public meetings, but City of Fayetteville will be responsible for securing meeting spaces, postage, and advertisement of meetings).
- Plan for first site visit

TASK 1.3 PROGRESS MEETINGS

TSW will meet with City staff monthly throughout the process to review work-to-date and gather feedback. Although we hope to conduct key public meetings in-person, TSW will utilize either Zoom or Teams to conduct virtual progress and review meetings.

Task 2: Site Inventory & Analysis

TASK 2.1 SITE VISIT & LISTENING TOUR

- TSW & city staff will visit Walker Park and the surrounding areas, including downtown and Wilson Park, to better understand existing conditions and document findings.
- Gather preliminary feedback in a compact “Listening Tour” format. Meet with other city staff, critical special interest groups, etc. This feedback, along with other sources, is to be used to help determine the programs that drive the two draft concept plans.
- Have two public meetings, one at the park and one at the Library, to gather preliminary ideas from people.
- Have a two-week open survey to gather preliminary ideas from people online using the city’s website. TSW will prepare the survey with participation from the city. The city will place the survey online and provide links for public meetings. A few paper surveys will be brought to the public meetings for those who do not have technology.
- TSW will summarize findings from the “Listening Tour.”
- TSW will work with the City of Fayetteville Communications and Park Staff to supply information for the Speak Up Fayetteville website to allow for public engagement throughout the project.
- **Note that for Task 2.1 and other tasks associated with public planning, flexibility in how meetings are conducted, and activities needed is included in this contract. Some meetings may partner with other planning efforts of the city creating an opportunity for multiple planning efforts to build on grater public feedback.**

TASK 2.2 STAKEHOLDER INTERVIEW (ZOOM)

TSW will conduct a maximum of 10 virtual stakeholder interviews. Stakeholder interviews will be one-on-one or small group discussions. The City of Fayetteville will provide a list of key individuals to be interviewed and assist with scheduling the meetings. TSW will set the meetings up on Zoom or another common web program if they are not held in person.

TASK 2.3 ASSESSMENT OF EXISTING CONDITIONS/INVENTORY AND ANALYSIS

TSW will review the provided survey and GIS information on the city’s website. The analysis will consider

both physical and cultural constraints and opportunities. In addition to the on-site assessment, TSW will review and summarize the City Plan 2040, Walker Park Neighborhood Master Plan, and any other applicable plans or studies to better understand and provide an overview of Walker Park and its context. The deliverable will be an analysis narrative and graphic maps for the inventory and analysis.

Task 3: Draft Plans Development and Public Input

TASK 3.1 PRELIMINARY CONCEPT PLANS

Based on Tasks 1-2 above, TSW, with input from park staff, will develop two preliminary concept plans for Walker Park. The two concept plans will illustrate, at a minimum, two different but realistic approaches to the park based on different programs developed from existing information, inventory and analysis information, and the “listening tour” and special interest group meetings and park staff input. TSW will develop enough information to convey ideas and concepts displayed in the concepts plans including but not limited to plan graphics, supporting renderings, and photography examples of key areas to communicate the character and proposed park components. Graphic styles can be less refined to help illustrate the preliminary nature of this stage of planning. TSW will address the following items during developing plans:

- Topography of the site.
- Protection/enhancement of significant historic structures and areas.
- Protection/enhancement of environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide wildlife habitat and protect water quality.
- Attention to utilities, relevant rights of ways and servitudes.
- Offsite connections, particularly pedestrian.
- Information for possible themes that could help guide park development will be explored with an opportunity for the public to prioritize possible directions. (Cost Estimate not needed for this task).

TASK 3.2 CONCEPT PLANS PUBLIC MEETING

TSW will conduct 2-3 Public Meetings as needed, possibly onsite at the park and potentially at the library or at other city venues, to review the proposed concept plans. These meetings will utilize an open house format with a minimum of 2 hours to allow greater participation. Key activities will include:

- Concept Plan Alternatives Presentation to review the two preliminary concept plans, including different park components, opportunities and challenges of each presented in an open house format.
- Project Stations - 3-4 staffed Project Stations displaying preliminary concept plans that allow participants to review each concept thoroughly, ask questions, and provide feedback. A survey will be prepared to help gather public input on the two plans.
- TSW will provide material for city to put the preliminary plans and survey questions on the city's Speakup website for additional public input over a two-week window.
- TSW will prepare a survey to be approved by city staff based on the concept plans including questions that help determine public priorities.
- TSW will supply the city with information for the Speakup website, including all applicable diagrams, maps, and other visuals as needed for the project website. The city will be responsible for the management and maintenance of the website throughout the duration of the project.

Task 4: Draft Master Plan Development

TASK 4.1 DEVELOPMENT OF DRAFT MASTER PLAN

Utilizing information gathered from prior tasks, TSW and park staff, will determine a final program to guide a draft master plan for Walker Park. The draft plan will illustrate proposed improvements with an improved graphic style from the draft plans. Areas of attention for the draft master plan will include:

- Site opportunities, constraints, and generally accepted design standards related to the proposed recreation facilities and uses including any applicable local recreation and park agency standards.
- Working with the topography of the site.
- Compliance with applicable laws, regulations, and guidelines including land subdivision, zoning, ADA Standards for Accessible Design, Uniform Construction Code, American Society for Testing Materials (ASTM)

standards, and the Consumer Product Safety Commission (CPSC) guidelines pertaining to playground areas and equipment.

- Protection/enhancement of significant historic structures and areas.
- Protection/enhancement of environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide wildlife habitat and protect water quality.
- Sustainable site design and green infrastructure/materials that may reduce environmental impact and lower maintenance and operation costs.
- Attention to utilities, relevant rights of ways and servitudes.
- Offsite connections particularly pedestrian.
- Establishment and maintenance of sustainable riparian native grass and/or forest buffers.
- Stormwater management.
- Maintenance access
- Revised cost estimate based on revisions made to the plan
- TSW will review the development of the master plan with Park Staff at 30% and 60% intervals.

TASK 4.2 DRAFT MASTER PLAN PRESENTATION AND PUBLIC FEEDBACK

TSW will conduct a final on-site public meeting to present the draft master plans and preliminary cost estimation for Walker Park. The public meeting will be open house style and will include large format boards with design concepts and staffed areas to answer questions and document any comments/ recommendations. A written survey will be used to capture public thoughts and priorities based on the draft plans. TSW will also present the draft plan to the Parks and Recreation Advisory Board and council on zoom or in person if timing allows. Like the preliminary concept plans, the Draft Plan will be put on the Speak Up website for public feedback. TSW will capture and summarize feedback received in this phase.

Due to the complexity and importance of Walker Park and the variability experienced in planning processes, additional public feedback or meetings may be necessary during this and previous Tasks to address comments and issues that may arise during this master planning process.

Task 5: Final Master plan

- After reviewing public feedback with park staff any needed modifications to the Draft Master Plan will be made to produce the final master plan. The final master plan will be produced in high quality graphics and include a narrative report summarizing the planning process, feedback received, points of interest, and including inventory and analysis information. A cost estimate by areas and major amenities will be included.
- TSW will make one virtual formal presentation of the Final Master Plan to the Parks Board, and one to the City Council if desired, for adoption of the plan.

TASK 5.1 NARRATIVE REPORT & PRINTS

TSW will create a formatted, final report that includes all work completed for Tasks 1-4, as well as any necessary supplemental documents and appendices. TSW will provide 5 hard copies of the written report, an electronic copy in PDF and native file format, and 5 hard copy prints of the scaled illustrative master plan for the park (24" x 36" page size) and an electronic copy of the illustrative master plan in its native file format.

Exhibit B: FEES

Master Planning Design Services | Walker Park

The scope of work will be completed for a NOT TO EXCEED FEE OF \$90,000.00. Task 6: Reimbursable Expenses will be completed as a NOT TO EXCEED TASK OF \$4,500. Billings will include hours for team members.

Fee Breakdown by Task

TASK	FEE
Task 1: Project Coordination	\$8,000
Task 2: Site Inventory & Analysis	\$10,000

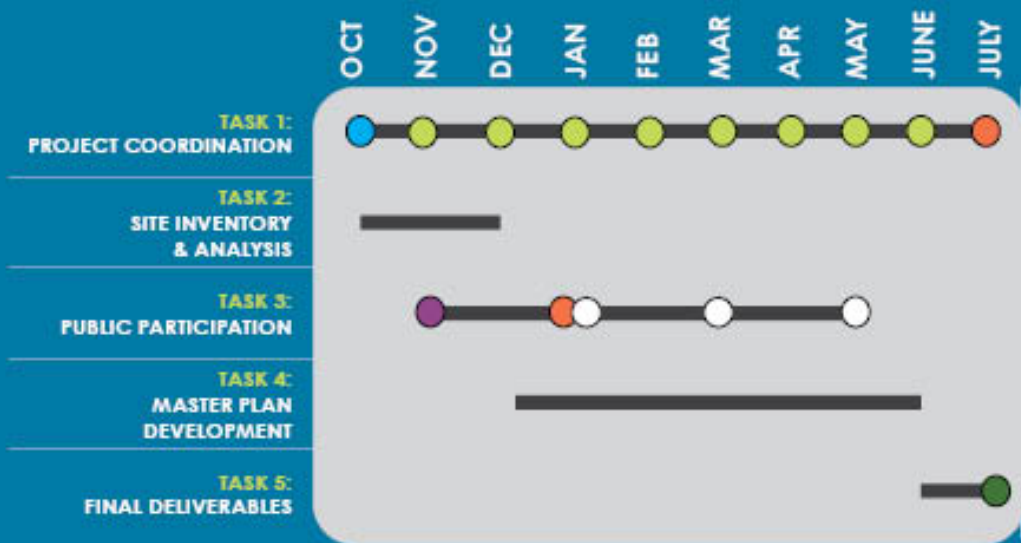
Task 3: Public Participation	\$25,000
Task 4: Master Plan Development	\$35,000
Task 5: Final Deliverables	\$12,000
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Work Task Total	\$90,000 (Not to exceed)
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Task 6:	\$4,500
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Reimbursable Expenses	
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Project Total	\$94,500

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by TSW for this project such as travel, and printing expenses shall be billed at TSW's cost plus up to 10% for all expenses except air and lodging. Consultants are to use good judgment in spending taxpayer funds and incurring expenses. Receipts are to be provided. Expenses are not to exceed \$4,500 without written authorization.

PROPOSED SCHEDULE

Based on previous experience with similar projects, we are estimating an approximate 9-month process with an estimated start date of October 2022 (subject to change based on the City's timeline).



- KICK-OFF MEETING
- CITIZEN SURVEY
- PUBLIC MEETING
- PROGRESS MEETING
- STAKEHOLDER MEETINGS
- PRESENTATION TO BOARDS

TSW PROJECT TEAM

TSW TEAM ORGANIZATION

TSW PROJECT MANAGEMENT / COORDINATION

PRINCIPAL-IN-CHARGE: Adam Williamson

PROJECT MANAGER: Beverly Bell



PUBLIC PARTICIPATION

Adam Williamson

Beverly Bell

Katy O'Meilia

Jamie Pierson

+ Support Staff

STAKEHOLDER INTERVIEWS

CITIZEN SURVEY

2-3 PUBLIC MEETINGS AS NEEDED



SITE INVENTORY & ANALYSIS

Adam Williamson

Beverly Bell

Jamie Pierson

Tiffany Moo-Young



CONCEPT PLAN DEVELOPMENT

Adam Williamson

Beverly Bell

Katy O'Meilia

David Lintott



FINAL DELIVERABLES

Adam Williamson

Beverly Bell

Katy O'Meilia

Jamie Pierson

Tiffany Moo-Young



Adam Williamson, PLA, LEED AP

PRINCIPAL-IN-CHARGE / LEAD LANDSCAPE ARCHITECT

Adam, a Principal at TSW with over 25 years of experience, is a planner and landscape architect who specializes in planning and revitalization of activity centers, commercial districts, and corridors. He has worked on a variety of implemented projects, including rural to urban master plans, private developments, higher education facilities, and streetscape revitalization projects. Adam has extensive experience leading public charrettes and workshops to develop realistic community supported plans.

Education:

1997 Bachelor of
Landscape
Architecture

University of Georgia

Professional Status:

■ Registered Landscape
Architect: GA (#1089), NC
(#1769), and

SC (#1064)

■ American Institute of
Certified Planners
■ LEED Accredited
Professional

Professional Affiliations:

■ APA / GPA
■ Urban Land Institute
■ CNU

Awards:

■ 2019 APA Small
Town and Rural
Planning Division
- Vernon Deines Award:
Downtown Kingsport
Master Plan

■ 2017 CNU Charter
Award: Duluth -
Parsons Alley

REPRESENTATIVE PROJECTS:

City of Powder Springs Town Green Park (*Powder Springs, GA*) - Principal-in-Charge for creating a Town Green park at center of Powder Spring's Town Square. TSW's final design emphasized a multi-use amphitheater/flex lawn, signature splash pad, and trailhead connecting to the Silver Comet Trail. Additionally, the plan analyzed the proposed amphitheater and provided recommendations for the size of the facility including the stage and bathrooms. The design includes a conceptual design for a gateway entry sign into the park.

Cherokee County Parks and Trails Area Plan (*Cherokee County, GA*) - Principal-in-Charge and Landscape Architect for development of a parks and trails area plan for the southwest portion of the county that addressed underutilized parcels owned or leased by the County to provide new recreational opportunities along with a system of arterial trails to connect the parks.

Heritage Park (*Perry, GA*) - Principal-in-Charge for a park in Perry, GA that included a large, grand open lawn that can be used as multi-use fields, surrounded by a ½-mile loop that connects to the larger park loop, serving as a recreational trail connecting the pieces of the park. A fenced in dog park anchors the south end of the site, containing both a small dog park and a large dog park.

Woodstock Downtown Parks (*Woodstock, GA*) - Project Manager for the master plan and landscape architecture for a 32-acre downtown redevelopment that includes a commercial core and residential area. Included in this project was sustainable design of streetscapes, parks and plazas that created an award-winning mixed-use downtown.

City of Dunwoody Multi-use Trails (*Dunwoody, GA*) - Principal-in-Charge to design and develop construction documents for a multi-use path along Winters Chapel Road and Cotillion Drive. Landscape and lighting layout plans follow AASHTO requirements.

Clarksville Multi-Use Trail (*Clarksville, TN*) - Landscape Architect for master plan to construction documents for the multi-use trails in the riverfront and historic downtown area of Clarksville that reconnected the town to the river.

[SPLOST funded] City of Kennesaw Depot Park & Trails Master Plan (*Kennesaw, GA*) - Landscape Architect for 12-acre park in the historic portion of downtown Kennesaw. The master plan will also focus on options for linkages to the museum and future street system. Components will include surface parking and bus turnaround, plaza area for events, restroom facilities, playground area, roundabout, landscape and hardscape improvements, and improved pedestrian underpass.

