



**PROFESSIONAL PARK DESIGN SERVICES  
CONTRACT AGREEMENT (RFP #2019-037)  
TASK ORDER #2019-037-009**

**John's Homestead Dam and Park Improvement Project**

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2019-037) and shall serve as authorization by the City of Tucker to Root Design Studio, LLC ("CONSULTANT") to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2019-037). Now therefore, the parties agree as follows:

**Location of Project:**

John Homestead Park, 3071 Lawrenceville Hwy, Tucker, Georgia.

**Description of Services:** The services to be performed by the CONSULTANT pursuant to this TASK ORDER (the "WORK"), include, but are not limited to, the following:

**Tasks:**

- Numbers 1 – 7 as listed in attached proposal.

**Information to be provided by the CITY:**

- As listed in the attached proposal.

**CONSULTANT Deliverables to CITY:**

- As describe in attached proposal.

**Design Specifications and Guidelines:**

- Meet all required standards and procedures for state and federal guidelines for a GOSP funded project.

**Total Not to Exceed Fee**

**\$208,500.00**

This TASK ORDER is subject to the terms and conditions of the original CONTRACT agreement (RFP #2019-037) entered between the parties.

**General Scope of Service:** The WORK under this TASK ORDER is to be commenced upon receipt of "Notice to Proceed" (NTP). The WORK will be completed within 180 calendar days after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within 30 calendar days (hereinafter referred to as the "Schedule for Completion"), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

Every 30 days commencing with the execution of the TASK ORDER, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (hereinafter referred to as "Narrative Report"). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

The CONSULTANT shall coordinate and attend periodic meetings with the City regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

The CONSULTANT agrees that all reports, plans, drawings studies, specifications, estimates, maps, computations, computer diskettes, and printouts and other data prepared under the terms of this TASK ORDER shall become the property of the City. This data shall be organized, indexed, bound, and delivered to the CITY no later than the advertisement of the project for letting. The City shall have the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONSULTANT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONSULTANT shall also be responsible for any claim, damage, loss or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

For each "Phase" enumerated in "Description of Services," the fees shall be paid for such phase as provided however, CONSULTANT agrees that fees are earned pursuant to the WORK performed, which in no event shall exceed the amount set forth in the Attached Fee Schedule and which hourly rate shall in no event exceed that provided in the Contract Agreement. Accordingly, invoices shall be submitted pursuant to completion of the Work performed based upon percentage completion of the relevant Phase.

**Attachments:**

Proposal

CITY OF TUCKER:

CONSULTANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

Attest: \_\_\_\_\_

Bonnie Warne, City Clerk

(Seal)