



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	2/10/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of \$244,035 for park master plan services for Carpenter Park and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	600,000	2,400,000	3,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-244,035	0	-244,035
BALANCE	0	355,965	2,400,000	2,755,965

FUND(S): **PARK IMPROVEMENT CIP**

COMMENTS: This item, in the amount of \$244,035, will leave a current year balance of \$355,965 for the Carpenter Park Renovation project.

STRATEGIC PLAN GOAL: Master planning services to develop a core plan for the redevelopment of Carpenter Park relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This Landscape Architectural Services Agreement is for master planning services at Carpenter Park. Program elements being considered for re-development of Carpenter Park include completion of a loop trail around the entire park, playground, mini-stadiums, restroom/concession building, plaza areas, additional or modified parking, additional full size turf fields, field lighting on some or all of the fields, new irrigation, screened dumpster areas, screened mini-storage areas, upgrade of existing drainage channel, improved access between the north and south sides of the park, wayfinding system, and investigate use of recycled water for irrigation purposes.

The scope of work also includes a topographic and existing conditions survey, stakeholder meetings, hydrologic analysis, hydraulic analysis, water needs and irrigation water source analysis.

David McCaskill Design Group was selected through a RFQ process that included proposals from 13 consultants.

The budget for the re-development of Carpenter Park is \$6,000,000.

Project Location Map –
<http://goo.gl/maps/9mvMU>

List of Supporting Documents:
Location Map
Landscape Architecture Services Agreement

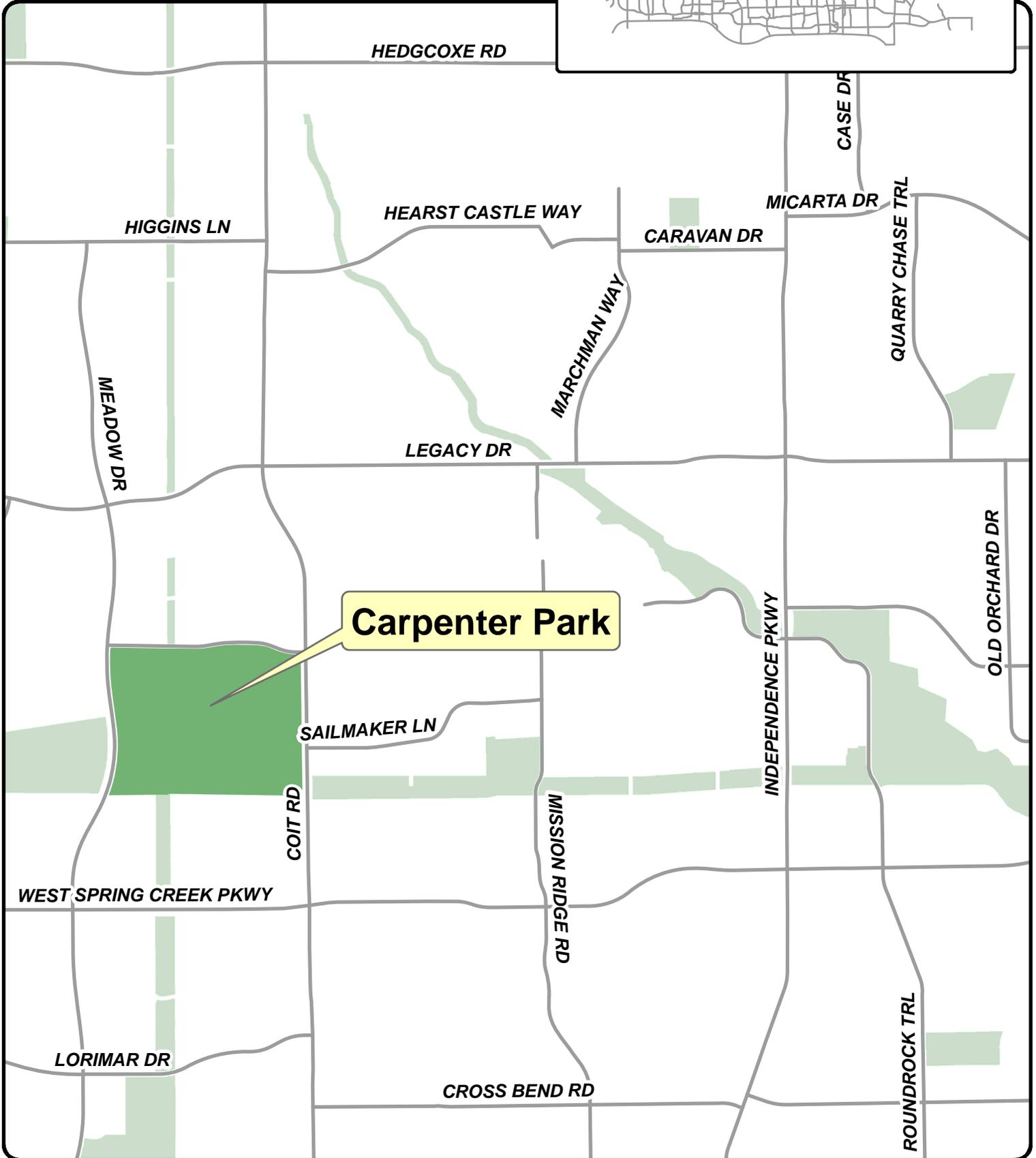
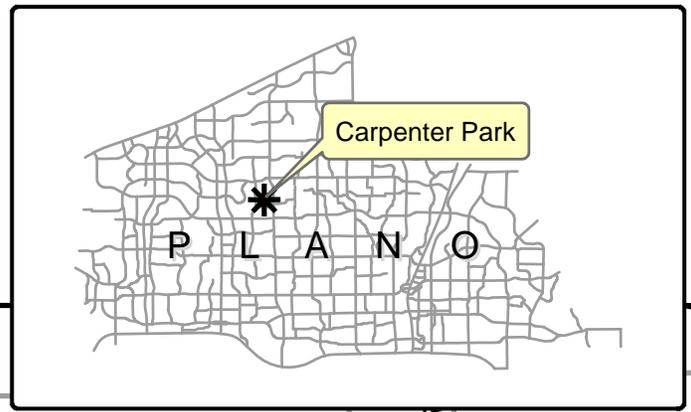
Other Departments, Boards, Commissions or Agencies



Location Map



0 0.25 0.5 Miles



CARPENTER PARK RE-DEVELOPMENT MASTER PLAN

PROJECT NO. 6400

LANDSCAPE ARCHITECT SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **DAVID MCCASKILL DESIGN GROUP**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **CARPENTER PARK RE-DEVELOPMENT MASTER PLAN** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such Architectural services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Architect

The City hereby agrees to retain the Architect to perform professional services in connection with the Project. Architect agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Architect shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of contract modifications orders may be authorized from time to time by the City.

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Architect shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Architect and available in City's files.

VI. Insurance

Architect agrees to meet all insurance requirements, and to require all consultants who perform work for Architect to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARCHITECT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Architect agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Architect.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Parks Department
Attn: Kevin Murray
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Architect permitted or required under this Agreement shall be addressed to Architect at the following address:

David McCaskill Design Group
Attn: David McCaskill
602 E. Southlake Blvd.
Southlake, TX 76092

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

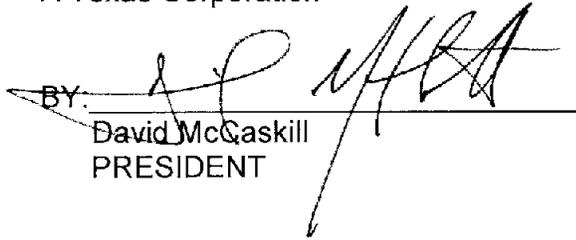
G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

DAVID MCCASKILL DESIGN GROUP
A Texas Corporation

DATE: 1.9.14

BY: 
David McCaskill
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th day of January, 2014, by **DAVID MCCASKILL, PRESIDENT** of **DAVID MCCASKILL DESIGN GROUP**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Carpenter Park Re-Development Master Plan

Exhibit A – Scope of Work

The LANDSCAPE ARCHITECT shall provide the following basic services:

GENERAL DESCRIPTION: Recreational Design Services shall include preparation of a master plan for the re-development of the existing Carpenter Park. The Re-Development Master Plan shall include the following proposed improvements:

- Completion of a loop trail around the park.
- Playground.
- Mini stadiums that will include covered seating, security fencing and will eventually include 70'x120' synthetic turf fields.
- Restroom/Concession Building(s).
- Accommodations for a concession trailer/food truck.
- Paved plaza area.
- Additional parking and/or modification of existing parking.
- Additional full size 70'x120' turf fields.
- Lighting of some or all of the new turf fields.
- New irrigation system.
- Screened dumpsters.
- Screened mini storage units.
- Upgrades to the existing 90' baseball fields and the softball 2-plex.
- Upgrade of the existing drainage channel.
- Improved pedestrian access from the south side of the complex to the north side.
- Wayfinding system.

The City plans to decommission only a portion of the turf fields at one time, therefore the projected will be divided into two (2) phases.

The anticipated budget for the proposed park re-development is \$6,000,000.00.

The preparation of the Park Re-Development Master Plan will include the following tasks:

- 1.01 KICKOFF MEETING: The kickoff meeting will be held to introduce the project team to the City staff associated with the project, to further define the City's expectations, to establish a well defined scope and to finalize the project schedule. City staff representatives from the parks

- department (planning and recreation), police department, traffic department and engineering department (floodplain management) should be in attendance at this meeting. Notes will be taken to record items discussed and decisions made during this meeting.
- 1.02 SITE VISIT – Upon completion of the kickoff meeting the design team will visit the site to better familiarize themselves with the existing conditions. City staff will accompany the design team to point out specific items or areas the design team needs to focus on.
- 1.03 TOPOGRAPHIC AND EXISTING CONDITIONS SURVEY: Existing conditions and topographical survey. Survey services will include the following;
- Preparation of a base map showing property lines and utility easements using base information provided by the City.
 - Locating property corners to relate the survey to the existing utility easements and property lines.
 - Establishing horizontal and vertical control for the project.
 - Tie coordinates all existing improvements within the park, using X, Y and Z coordinate points.
 - Locating all trees six (6") inch caliper or larger within the survey area.
 - Preparation of a final base map/ topographic drawing in a digital format showing all existing features, utility easements, flood limits, one (1') foot contours and a 3D Land XML file.
- 1.04 TOUR OF FACILITIES – The LANDSCAPE ARCHITECT will organize a tour, for City staff, of similar soccer facilities in nearby communities to get an understanding of what other communities are providing. The LANDSCAPE ARCHITECT will organize this all day tour and will provide transportation and lunch. Notes will be taken to record items liked and disliked at each facility and to record items discussed during this facilities tour.
- 1.05 PROGRESS REVIEW MEETINGS – We anticipate three (3) progress review meetings with City staff during the course of the master plan preparation. Notes will be taken at these meetings to record items discussed and decisions made during this meeting.
- 1.06 BASE MAP PREPARATION – A CAD file base map will be prepared using aerial photographs, two (2') contour lines and any existing utility maps, property maps and as-built construction drawings of the park that will be provided by the CLIENT.
- 1.07 PUBLIC MEETING - A public meeting will be held on site prior to the start of the master planning process to gather feedback from the general public regarding their expectations for the redevelopment of Carpenter Park. A brief over-view of the anticipated scope and timeline for improvements will be presented to provide the public with an understanding of this re-development project. Stations, manned by individual members of the project team, will be set up to discuss various aspects of the proposed development including lighting, irrigation, drainage, sports fields and buildings. The public will be asked to write down their suggestions at each station so we have a record of their input. A master copy of all the feedback received at the public meeting will be prepared by the LANDSCAPE ARCHITECT. The Owner will be responsible for distributing invitations to the public meeting and organizing the venue.

1.08 STAKEHOLDER MEETINGS – Prior to the start of the master plan process meetings will be held with the following stakeholder groups:

- Plano Youth Soccer
- Plano Sports Authority
- Plano International Soccer League
- North Texas Premier Soccer League
- Plano Baseball Association
- North Texas Lacrosse
- Plano Parks and Recreation Adult Sports Programs
- Plano Convention and Visitor’s Bureau

The intent of these meetings to gather input from each stakeholder on their expectations for the re-development of Carpenter Park. We anticipate a maximum of seven (7) meetings which means some of these stakeholder meetings will be combined meetings. Notes will be taken to the record the items discussed and the suggestions made during these meetings.

1.09 SCHEMATIC MASTER PLAN

- A. Schematic master plans will be prepared based on the scope provided by the Owner and feedback from the public and stakeholders. Schematic master plan will include two (2) layout options.
- B. Accompanying the schematic master plans will be two (2) restroom concession building elevation options.

1.10 OPINION OF PROBABLE CONSTRUCTION COST – An opinion of probable construction cost will be prepared for each of the schematic master plan options.

1.11 WATERS OF THE U.S. DETERMINATION AND DELINEATION - The design team will provide a Waters of the U.S. assessment based on U.S. Army Corps of Engineers Section 404 guidelines. The assessment will determine the extents of the jurisdictional waters and provide potential permitting options with required thresholds associated with the proposed site improvements. This work will be performed by a wetland biologist sub-consultant. It should be noted that only the U.S. Army Corps of Engineers can make the final determination of the type and quality of jurisdictional waters.

1.12 HYDROLOGIC ANALYSIS – The design team will prepare a hydrologic analysis for the watershed that feeds into the park site. The design team will perform this analysis for the existing watershed conditions to more accurately determine the flow change locations and in consideration of potential low flow alternatives within FEMA Stream 5B30. The analysis will determine the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year peak discharges for the watershed.

1.13 HYDRAULIC ANALYSIS

- A. The design team will prepare a hydraulic model using the hydrologic analysis, publicly available models and LiDAR Point Cloud data from TNRIS to determine the limits of the existing 100-year floodplain through the site. Hydraulic models will be prepared for up to three (3) drainage channel alternatives based on the proposed site improvements.

Proposed site improvements will be provided in the form of 3D polyline grading features. The design team will make recommendations for each alternative as they relate to local, state and federal permitting requirements. Please note, the amount of floodplain reclamation that may be obtained, if any, is dependent on velocity, commensurate valley storage, water-surface elevations and regulatory requirements.

B. The design team will coordinate a site meeting with a USACE representative to determine permitting requirements related to each channel alternative.

1.14 DRAINAGE SUMMARY – The design team will prepare a summary of the drainage channel improvement alternatives for the above referenced Hydraulic Analysis. The Summary will document the procedures and findings of our analysis and provide a discussion of relevant permitting issues and potential impacts.

1.15 PRESENTATION – The schematic master plan options, associated opinion of probable construction cost along with the hydraulic analysis and drainage summary will be presented to City staff in a work session format. The end result of this meeting is direction from City staff on a schematic master plan alternative that addresses the public and stakeholder expectations coupled with the city's scope of proposed improvements. Notes will be taken at this meeting to record items discussed and decisions made.

1.16 PRELIMINARY MASTER PLAN – The schematic master plan will be revised based on the feedback received at the City staff presentation. The format of the preliminary master plan will be a color rendered exhibit. The preliminary master plan will also include precedent images of proposed improvements. Accompanying the preliminary master plan will be a construction phasing plan.

1.17 OPINION OF PROBABLE COST – The opinion of probable construction cost prepared for the schematic master plan will be modified to reflect the increased level of detail included in the preliminary master plan.

1.18 WATER NEEDS ANALYSIS –The design team will review and analyze the preliminary master plan layout of the sports facilities and other locations that require irrigation service. The analysis will provide a summary chart broken out by area type that demonstrates:

- A. Area size
- B. Irrigation method anticipated
- C. Irrigation volume needed per month
- D. Evapotranspiration average per month
- E. Water demand by month

This analysis provides a demand volume, regardless of the source chosen by the City.

1.19 IRRIGATION WATER SOURCE ANALYSIS – The design team will evaluate potential sources of water for irrigation against the criteria of demand volume, construction cost of source infrastructure, accessibility of source, payback duration and long term maintenance. The following sources will be studied:

- A. Standard potable water connections
- B. Captured/recycled storm water in on-site pond or structure. This analysis includes

providing a volume required to pass to the Landscape Architect and Hydrologic Engineer to use in grading an on-site pond location, and sizing and cost of above and below ground containers for the volume needed.

- C. Captured/recycled storm water with well water supplement . The analysis will include investigation of nearby existing wells through well contractors to determine water quality and potential depth to reach volumes required. This DOES NOT include exploratory well drilling.
- D. Gray-water or reclaimed water main line nearest location. This analysis will include locating the nearest gray-water source, if any, and the feasibility of extension to this site.
- E. On-site black-water treatment. This analysis will include determination of volume available from the nearest sanitary sewer line, the preliminary sizing of the treatment enclosure and power needs of the

1.20 PRELIMINARY MASTER PLAN PRESENTATION – A presentation will be made to City staff of the preliminary master plan, the construction phasing plan, the water needs analysis and the water source analysis. The presentation format will be a power point presentation. City staff will also be provided with a paper copy of the preliminary master plan for further review after the presentation. One of the outcomes of this presentation will be a selection of irrigation water source. Notes will be taken to record items discussed and decisions made during this presentation.

1.21 PRELIMINARY MASTER PLAN MODIFICATIONS - The preliminary master plan, construction phasing plan and associated opinion of probable construction cost will be modified based on comments received during the staff presentation. The end result of these modifications will be a final master plan.

1.22 FINAL MASTER PLAN PRESENTATION – The final master plan, construction phasing plan, associated opinion of probable construction cost, drainage summary and irrigation water source evaluation will be presented the Parks Board in an information only meeting, no formal adoption will be necessary. Notes will be taken to record items discussed and decisions made during this presentation.

1.23 FINAL MASTER PUBLIC PRESENTATION – The final master plan will be presented to the public. The format of this presentation will be a power point presentation. The Owner will be responsible for distributing invitations to the public meeting and organizing the venue. Notes will be taken to record items discussed and decisions made during this presentation.

1.24 FINAL MASTER PLAN – The final master plan, construction staging plan and opinion of probable construction cost will be revised to reflect decisions made during the Park Board and public presentations.

1.25 DELIVERABLES – Master Plan deliverables will include the following:

- Kickoff meeting notes
- Digital copy and 24"x36" paper copy of the topographic survey

- Tour of Facilities notes
- Public meeting master copy of public comments
- Progress review meeting notes
- Stakeholder meeting notes
- 3 - 24"x36" black and white exhibits of each schematic master plan
- Schematic master plan opinion of probable construction cost
- Drainage summary in an 8 1/2" x 11" booklet format
- Schematic master plan presentation notes
- 3 – 24"x36" color exhibits of the preliminary master plan
- 3 - 24"x36" black and white preliminary construction staging plan
- Preliminary master plan opinion of probable construction cost
- Water needs analysis summary and irrigation water source analysis in an 8 ½"x11" bo format
- Preliminary master plan power point presentation
- 24"x36" color exhibit of the final master plan mounted in foam board
- Final master plan opinion of probable construction cost
- 24" x 36" final construction staging plan
- Final master plan power point presentation
- Digital pdf copies of all deliverables

1.26 PROJECT TEAM – The project team shall include the following members:

- david mccaskill design group – landscape architecture and project management
- Pacheco Koch – hydraulic analysis and irrigation design
- Verdunity – civil engineering
- Barker Rinker Secat Architecture - architecture
- Yaggi Engineering – electrical engineering
- Dean Construction – cost estimating and construction staging consultation
- Moak Surveyors, Inc.

Carpenter Park Re-Development Master Plan

Exhibit B – Schedule of Work

2.01 SCHEDULE – The anticipated schedule for completion of the master plan is six (6) months.

Carpenter Park Re-Development Master Plan

Exhibit C- Fee Schedule

- 3.01 The CLIENT agrees to pay the LANDSCAPE ARCHITECT for the BASIC SERVICES listed above the lump sum fee for all services, except the topographic survey, of **\$165,535.00; one hundred sixty five thousand, five hundred and thirty five dollars and zero cents.**
- 3.02 The Client agrees to pay the LANDSCAPE ARCHITECT the lump sum fee for the topographic survey, of **\$75,000.00; seventy five thousand dollars and zero cents.**
- 3.03 The following expenses shall be reimbursed as a part of this contract. These reimbursable expenses will be billed at cost and should not exceed \$3500.00; **three thousand five hundred dollars and zero cents** in total expenses without written authorization from the CLIENT. The expenses will include the following:
- Cost of xerographic and photographic reproduction of drawings and illustrations and other documents furnished or prepared in connection with this project,
 - Cost of digital scans,
 - Cost of printing for small and large format plots for black and white or color plots, and,
 - Cost of van rental and meals for the site tour; and
 - Mileage billed at \$0.60 per mile.
- 3.04 The LANDSCAPE ARCHITECT will bill the CLIENT for fees associated with professional services on the twenty fifth (25th) of each month or when certain project milestones are completed. All payments are due the LANDSCAPE ARCHITECT upon receipt of the invoice. Unpaid balances more than 30 days old will incur interest at the rates allowed by and in accordance with Texas law.
- 3.05 The LANDSCAPE ARCHITECT may provide services beyond the LANDSCAPE ARCHITECT'S BASIC SERVICES listed above upon written authorization by the CLIENT.
- 3.06 Additional services shall be provided on either a fixed fee or an hourly basis with a mutually agreed "not to exceed" amount. Hourly rates for Additional Services are as follows:
- Principal.....\$140.00
 - Registered Landscape Architect... \$90.00
 - Graduate Landscape Architect.....\$60.00
 - Clerical.....\$40.00
 -
- 3.07 Any plan revisions beyond the scope items identified in this proposal will be considered additional services.

TOTAL OF \$244,035.00

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current

insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Architect's Insurance - "Occurrence" Basis:

- 2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
 - 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate

17. Garage Liability \$_____ BI & PD each occurrence
18. Garagekeepers' Legal \$_____ - Comprehensive
\$_____ - Collision
19. Owners Protective Liability \$500,000 Combined single limits
20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.
21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
24. The Certificate must state project title and project number.
25. Other Insurance Required:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

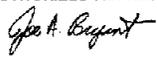
PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant
	PHONE (A/C, No, Ext): (214) 503-1212
	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Trav. Cas. and Surety Co of Am.
	INSURER B: Trumball Insurance Company
	INSURER C: Travelers Lloyds Ins. Company
	INSURER D: Charter Oak Fire Insurance Co.
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 22936 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
C	GENERAL LIABILITY			PACP4739X749	2/24/2013	2/24/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
D	AUTOMOBILE LIABILITY			BA4741X419	2/24/2013	2/24/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46WBCZU1432	2/24/2013	2/24/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability	N	Y	105750868	2/24/2012	2/24/2014	Per Claim/Annual Aggregate	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. City of Plano is named as an additional insured on the general and auto liability as required by contract. A waiver of subrogation in favor of the City of Plano is shown on all policies. - RE: Carpenter Park Master Plan

CERTIFICATE HOLDER City of Plano P. O. Box 860358 Plano TX 75086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of David McCaskill Design Group and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of David McCaskill Design Group is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

David McCaskill Design Group
Name of Consultant

By [Signature]
Signature

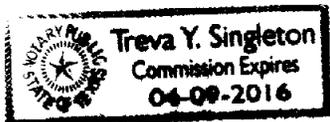
DAVID MCCASKILL
Print Name

PRESIDENT
Title

1.9.14
Date

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

SUBSCRIBED AND SWORN TO before me this 9th day of January, 2014.



[Signature]
Notary Public, State of Texas