



# 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:	6/9/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

## CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$109,500 for design and construction document services for Russell Creek Park Site Improvements and authorizing the City Manager or his designee to execute all necessary documents.

## FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,411,180	1,192,820	750,000	<b>3,354,000</b>
Encumbered/Expended Amount	-1,411,180	-276,624	0	<b>-1,687,804</b>
This Item	0	-109,500	0	<b>-109,500</b>
BALANCE	0	806,696	750,000	<b>1,556,696</b>

**FUND(S): CAPITAL RESERVE CIP**

**COMMENTS:** This item, in the amount of \$109,500, will leave a current year balance of \$806,696 available for other Athletic Field Renovation projects.

**STRATEGIC PLAN GOAL:** Obtaining design and construction document services for drainage and irrigation improvements, spectator shade areas, and future lighting relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence

## SUMMARY OF ITEM

This project will focus on renovations and improvements located in the northeast portion of Russell Creek Park, adjacent to the YMCA. The project includes drainage improvements to deal with ground water that makes the fields unusable at times. Irrigation improvements, shade for spectator areas, and planning for future lighting at these fields.

The \$109,500 fee is 7.3 percent of the \$1,500,000 total project budget.

JBI Partners was included on the 2012-13 list of selected consultants. They were previously selected to prepare plans for restroom and parking lot improvements at Russell Creek Park that have not yet been bid. Staff believes that the drainage, irrigation and lighting improvements at this same park should be designed and bid together with the restroom and parking lot improvements. Due to their previous involvement in the project staff believes that JBI Partners would be best suited to prepare the bid documents for the combined project.

Project Location Map:

<http://goo.gl/maps/mkDR4>

List of Supporting Documents:

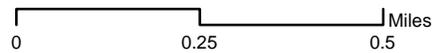
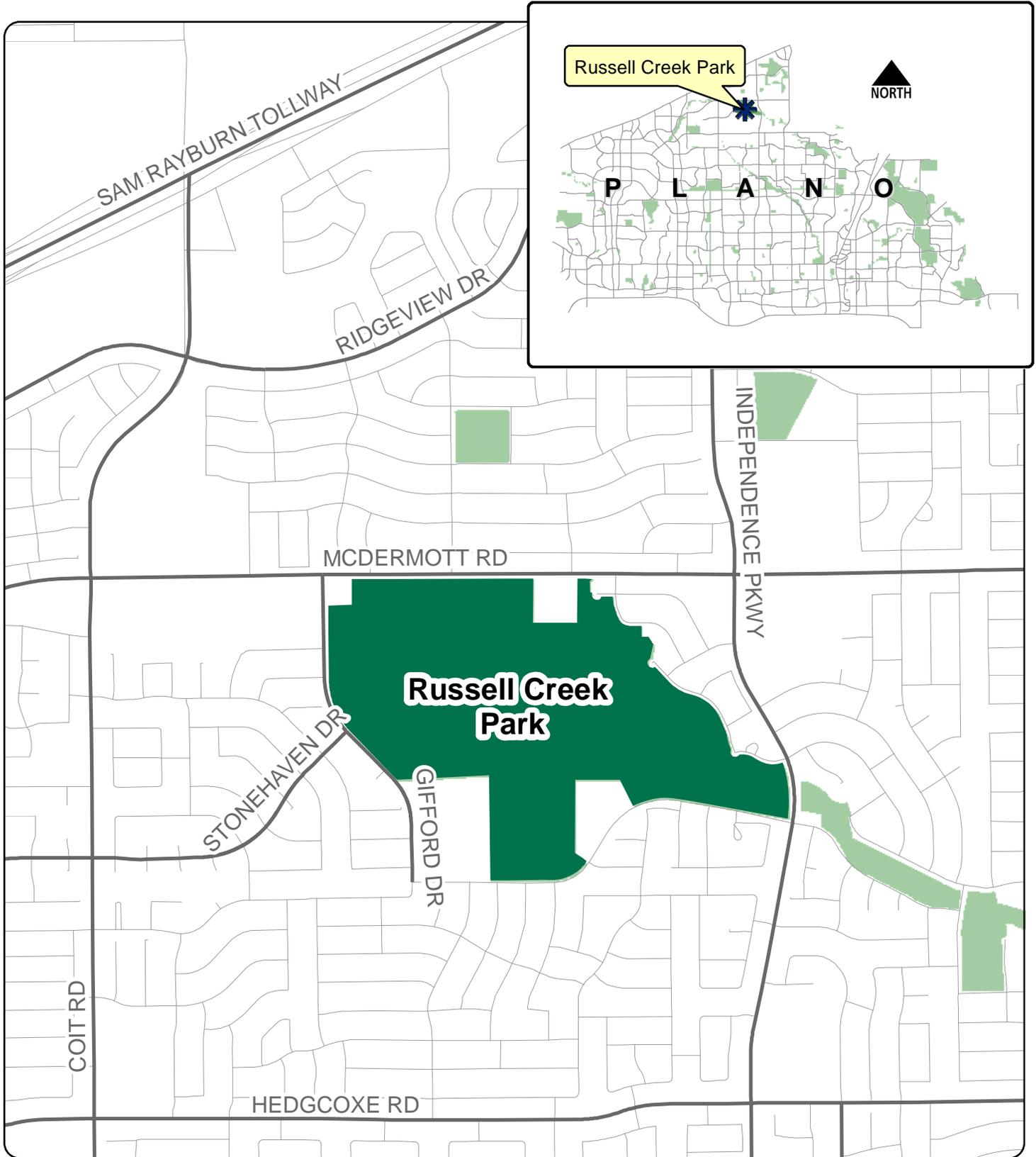
Location Map

Landscape Architecture Services Agreement

Other Departments, Boards, Commissions or Agencies

# Location Map

## Russell Creek Park



**RUSSELL CREEK PARK SITE IMPROVEMENTS**

**PROJECT NO. 6452**

**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 **JB PARTNERS, INC.**, 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 **RUSSELL CREEK PARK SITE IMPROVEMENTS** 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:

JBI Partners Inc.  
Attn: Charles B. McKinney, Executive Vice President  
16301 Quorum Drive, Suite 200B  
Addison, TX 75001

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:

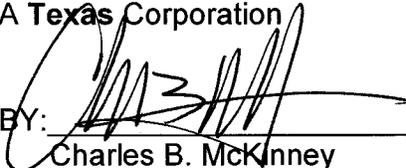
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**JBI PARTNRES INC.**

A Texas Corporation

DATE: 5/13/14

BY:  \_\_\_\_\_

Charles B. McKinney  
EXECUTIVE VICE PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

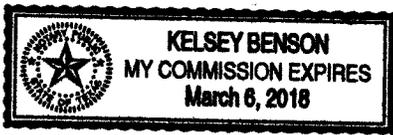
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 13<sup>th</sup> day of May, 2014, by **CHARLES B. MCKINNEY, Executive Vice President of JBI Partners Inc.**, a Texas corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Kelsey Benson  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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



16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

**EXHIBIT A  
SCOPE OF SERVICES  
RUSSELL CREEK PARK SITE IMPROVEMENTS**

**Project Understanding**

JBI Partners, Inc. (JBI) has been requested by the City of Plano (City) to provide a design services proposal to design and prepare construction plans for site improvements to the north east quadrant of Russell Creek Park, 3500 McDermott Road, Plano, Texas 75025. The project area is generally defined as the 4 soccer fields located east of the park entrance drive off of McDermott Road, the existing parking lot to the south, McDermott road to the north and the boundary with the YMCA to the east (Exhibit 'D').

The improvements anticipated include an automatic irrigation system, with new pump and pump house, conduits for the future sports field lighting (the design of the sports field lighting is included in this proposal), field renovation including grading and re-grassing, drainage improvements to the area along the entrance drive and existing tree line, cricket field, bleacher pads with fabric covered shade structures along with miscellaneous site improvements.

**Scope of Services**

**SECTION I – BASIC SERVICES**

**1. Pre-Design**

- A. We will meet with the Parks Department staff to discuss the proposed improvements, as well as, discuss the project requirements and standards, review project timelines and schedules and identify the key components.
- B. We will obtain available maps, "as-built" plans and plats for the site and adjacent developments. Additionally, we will obtain a current aerial photograph.
- C. We will visit the site in order to inventory existing site features and conditions.
- D. Based upon the "as-built" information collected, along with the field survey described in Section II – Additional Services, we will prepare a base map of the project area, and perform a site analysis in order to identify site opportunities and constraints including, vegetation, paving, natural features, existing utilities, circulation and surrounding development.
- E. We will meet with the Parks Department staff to review the information collected in this phase of the project and to verify the project program for the final improvements to be included.

[www.jbipartners.com](http://www.jbipartners.com)

## **2. Preliminary Plans**

1. Based upon the program, site analysis and base maps, we will prepare a preliminary plan showing the layout of the proposed improvements.
2. We will prepare a preliminary construction cost estimate for the project showing itemized opinion of cost for each of the proposed improvements.
3. We will meet with the Parks Department staff to present and review the conceptual / preliminary plans and cost estimates, as well as to receive comments and direction.
4. We will refine the preliminary plans, incorporating Parks and Department comments, and will again submit to the Parks Department for review and comment. When we have received concept plan approval we begin the construction documents phase of the project.

## **3. Final Construction Documents**

- A. Based on the approved preliminary plans, JBI will prepare construction drawings for the project. These shall include, but are not limited to, the following:
  - 1) Cover sheet showing vicinity map for the project site, index of drawings and contact list;
  - 2) Existing conditions/demolition plans showing the existing site conditions as well as the removal and/or relocation of any existing elements as required to accommodate the proposed improvements;
  - 3) Dimension control and materials plan;
  - 4) Site electrical plans including service to the irrigation pump house building and a conduit plan for the future sports field lighting (this scope of work includes the design of the sports field lighting which may be bid as an add alternate);
  - 5) Grading and drainage plans including replacing the existing underground drain parallel to the main drive;
  - 6) Architectural plans for the irrigation pump house building
  - 7) Foundation and structural plans for the irrigation pump building and shade structures;
  - 8) Site construction details;
  - 9) Erosion control plans;
  - 10) City of Plano SWPPP Narrative Plan Sheets as necessary;
  - 11) Additional plans and/or details necessary to show design intent for all the proposed improvements;
  - 12) Fine grading and turf grass planting plans; and
- B. We will present the Construction Documents to the City for review and comment and will include the City's comments in the final drawings for approval. Final Construction Documents will be consistent with the established budget.
- C. Standards – Final drawings are to comply with applicable City of Plano, AASHTO and TAS design standards.

- D. The preliminary construction cost estimate will be modified and updated to reflect the construction drawings at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) completion milestones.
- E. JBI will provide four (4) sets of plans for the City's review and comment at approximate fifty percent (50%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.
- F. Technical Specifications – JBI will prepare technical specifications for the work included in the construction plans (CSI format) and will assemble a complete project manual. The general and supplementary conditions of the contract, bond forms, etc. shall be provided by the City. JBI will also prepare a bid form and unit price schedule for the proposed project improvements, including, without limitation, material quantities, unit prices, total base bid and alternate items. One (1) set of unbound technical specifications shall be provided to the City.

#### 4. Final Site Plan

Based on the site layout and our civil engineering plans, we will prepare a final site plan which will show the new improvements and other information as required by the City for site plan approval. We will submit the final site plan along with the engineering plans and preliminary plat to the City and work with City staff for approval.

#### 5. Construction Phase Services

- A. Bidding – Based on approved construction documents, JBI will provide bidding services to include the following:
  - 1) Attend pre-bid conference and prepare meeting notes;
  - 2) Prepare addenda items (if necessary);
  - 3) Answer questions during the bidding process;
  - 4) Review bids, as requested by the City; and
  - 5) Make a recommendation for awarding the construction contract to the low and second low bidder.
- B. Construction Administration – During construction, JBI will perform the following construction administration services:
  - 1) Attend pre-construction conference;
  - 2) Review shop drawing and submittals as required;
  - 3) Respond to contractor Requests For Information (RFI);
  - 4) Make periodic site visits, as required, to observe contractor progress (not continuous site inspection) to determine if the work is proceeding in general accordance with the Contract Documents (a total of eight (8) site visits is anticipated). *Neither JBI nor any sub consultant guarantee the performance of any contractor and shall have no responsibility for furnishing materials or performing any work on the project;*
  - 5) Provide consultation concerning the work in progress.

## **SECTION II – ADDITIONAL SERVICES**

### **1. Reimbursable Expenses (Not to Exceed \$2,500.00)**

Reimbursable expenses are those incurred by JBI or our sub consultants, which are not included in our basic or additional services. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of five thousand dollars (\$2,500.00) will not be exceeded by JBI without the formal written approval of the City of Plano. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing of plans, long distance communication charges, travel, delivery, other reproduction services and similar incidentals.

### **2. Field Surveying**

JBI will perform an on-the-ground field topographic survey of the project area. The field survey will show the location of all existing fixed site facilities and features including but not limited to, paving, fences, visible utilities, park facilities and furnishings, sidewalks and trails, signage, existing trees, as well as provide topographic information with spot elevations and contours at a one foot contour interval. In addition, two (2) bench marks for construction will be established at each location.

### **3. Texas Accessibility Standards:**

JBI will submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation (TDLR) or an independent contract provider approved by the City for Texas Accessibility Standards review and will work with their staff for plan approval and final project inspection. Based on the plan review, JBI will revise the construction documents accordingly. In addition, JBI will coordinate the final inspection of the work for TDLR approval after the improvements have been completed.

### **4. Geotechnical Investigations**

JBI will obtain (from a sub consultant to JBI) a subsurface soils report for conditions near the parking lot area. 2 soil borings area anticipated. The subsequent geotechnical report will be used in the design of the footings and foundations for the irrigation pump building, shade structures and the athletic field lighting.

## **SECTION III – EXCLUSIONS**

A. Exclusions – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:

- 1) Construction staking;
- 2) Environmental impact statements or assessments;
- 3) Platting services;
- 4) Consulting services by others not included in this proposal;
- 5) Services beyond those described in Section I or Section II;
- 6) CLOMR or LOMR reports or submittal to FEMA;
- 7) Hydrologic or hydraulic studies;
- 8) Corps of Engineer permitting;

- 9) Wetlands determination/delineation;
- 10) Renderings beyond those necessary to show design intent;
- 11) As-built field surveys; and
- 12) Easement or ROW document preparation.

**B. Information to be provided by the City (subject to availability)**

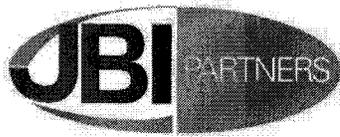
- 1) All available "as-built" plans (including hardcopies and electronic files) for all pertinent paving, drainage, utility and plans;
- 2) The City shall coordinate all right-of-entry for surveys
- 3) The City shall coordinate all submittals with other City departments, if necessary.

**C. JBI Drawing Standards**

- 1) All drawing file coordinates will be Datum NAD83, North Texas Zone; and
- 2) JBI will provide the City AutoCAD files with a separate file for each plan sheet, and will have all X-Refs within that file bound to that particular sheet file.



# RUSSELL CREEK PARK



16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

**EXHIBIT B**  
**COMPLETION SCHEDULE**  
**RUSSELL CREEK PARK SITE IMPROVEMENTS**

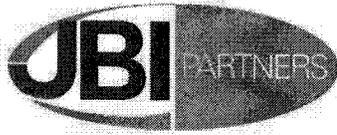
**Schedule**

The work product described in Exhibit A, Scope of Services, will be performed in accordance with the following schedule:

A detailed project schedule based on the actual contract start time showing all tasks and subtasks will be provided for review and approval prior to the project kick-off meeting.

Item 1.	Pre Design (Including Field Survey)	4 Weeks
Item 2.	Preliminary Plans	4 Weeks
Item 3.	Final Construction Plans	6 Weeks
	<b>Total Project Time</b>	<b>14 weeks</b>

\*City review is not included in schedule.



16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

**EXHIBIT C**

**PAYMENT SCHEDULE**

**RUSSELL CREEK PARK SITE IMPROVEMENTS**

The fees for the scope of services outlined in Exhibit A, scope of services are to be a lump sum fee as follows:

**Fees**

**SECTION I - BASIC SERVICES**

1	Pre-Design	\$	5,000
2	Preliminary Design	\$	18,000
3	Final Construction Plans	\$	60,000
4	Final Site Plan	\$	4,000
5A	Construction Phase - Bidding	\$	3,000
5B	Construction Phase - Administration	\$	5,000
	<b>Total Basic Services</b>	<b>\$</b>	<b>95,000</b>

**SECTION II - ADDITIONAL SERVICES**

1	Reimbursable Expenses	\$	2,500
2	Field Surveying	\$	6,000
3	Texas Accessibility Standards	\$	1,000
4	Geotechnical Investigation	\$	5,000
	<b>Total Additional Services</b>	<b>\$</b>	<b>14,500</b>

**PROJECT TOTAL** **\$ 109,500**

[www.jbipartners.com](http://www.jbipartners.com)

**JBI PARTNERS, INC.  
HOURLY FEE SCHEDULE**

<u>Title</u>	<u>Hourly Rate</u>
Principal/Associate	\$155 - \$250
Sr. Project Manager – Engineering	\$155
Project Manager – Engineering	\$140
Sr. Project Engineer	\$125
Project Engineer	\$110
Sr. Design Engineer	\$105
Design Engineer	\$90
Sr. Design Technician	\$100
Design Technician	\$85
Sr. CAD Technician	\$90
CAD Technician	\$70
Sr. Project Surveyor	\$130
Project Surveyor	\$110
Sr. Survey Technician	\$100
Survey Technician	\$80
2-Man Survey Crew	\$130
3-Man Survey Crew	\$150
Sr. Project Manager – Landscape Architecture	\$140
Project Manager – Landscape Architecture	\$125
Sr. Landscape Architect	\$120
Landscape Architect	\$105
Sr. Landscape Designer	\$95
Landscape Designer	\$80
Sr. Land Planner	\$120
Land Planner	\$80
Sr. Construction Manager	\$150
Construction Manager	\$120
Sr. Construction Estimator	\$100
Construction Estimator	\$80
Administrative Assistant	\$60

## 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.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<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
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence





**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of JBI Partners Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of JBI Partners Inc. 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:

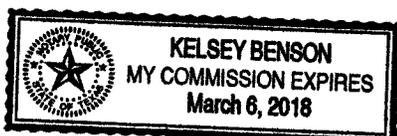
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision 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."

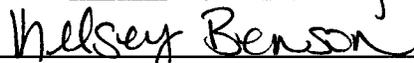
I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

JBI Partners Inc. \_\_\_\_\_  
Name of Consultant  
By:  \_\_\_\_\_  
Signature  
Charles B. McKinney \_\_\_\_\_  
Print Name  
Executive Vice President \_\_\_\_\_  
Title  
5/13/14 \_\_\_\_\_  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

SUBSCRIBED AND SWORN TO before me this 13<sup>th</sup> day of May, 2014.



  
Notary Public, State of Texas