



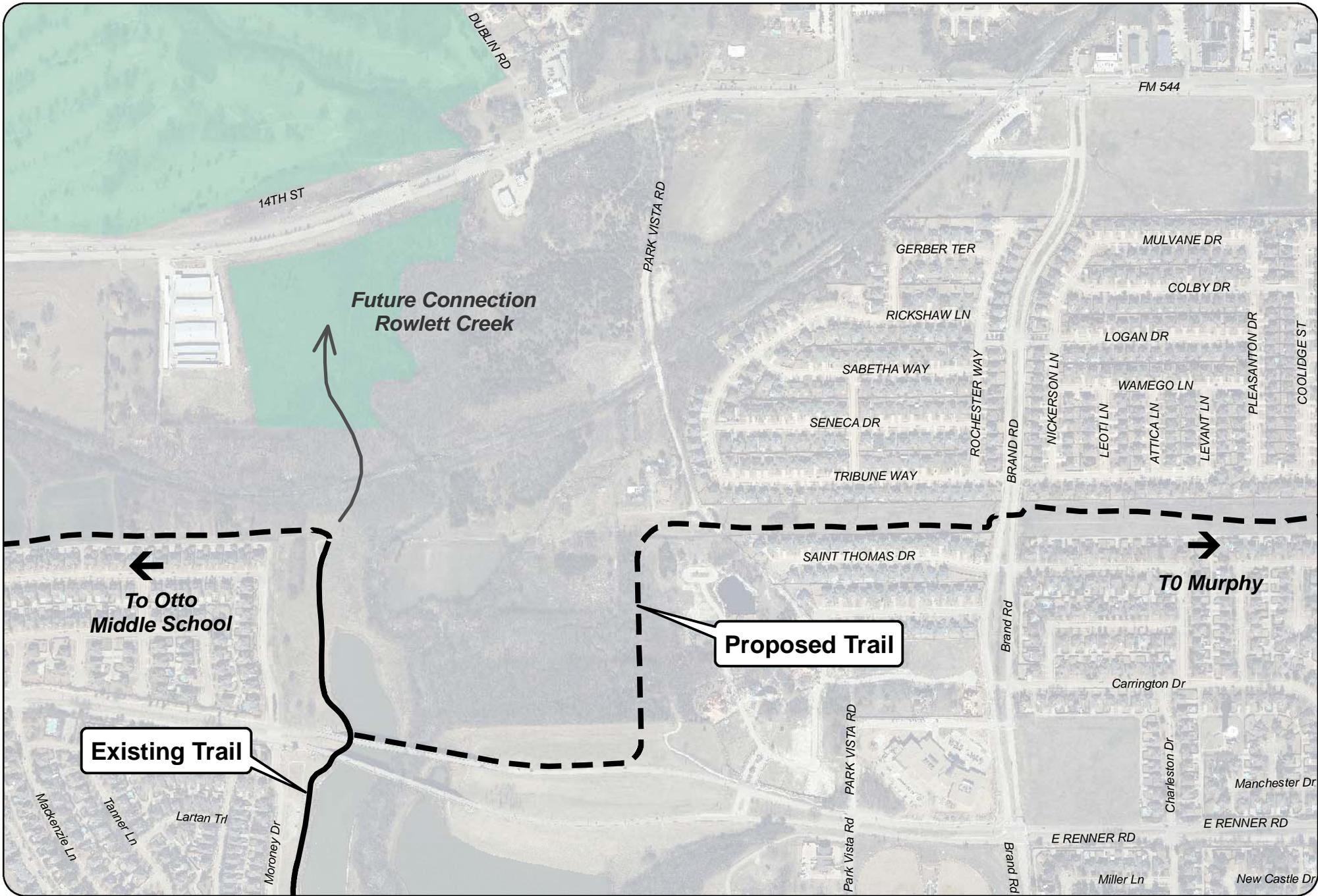
## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/25/12		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and La Terra Studio, Inc. in the amount of \$105,750 for design services for the Plano-Richardson-Murphy Trail Connection, Phase 1 project and authorizing the City Manager or his authorized designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,950,000	850,000	<b>2,800,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-105,750	0	<b>-105,750</b>
<b>BALANCE</b>	<b>0</b>	<b>1,844,250</b>	<b>850,000</b>	<b>2,694,250</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds are available in the FY 2011-12 Park Improvement CIP. This item, in the amount of \$105,750, will leave a current year balance of \$1,844,250 for 09 Trail Connections.				
<b>STRATEGIC PLAN GOAL:</b> The design of the Plano-Richardson-Murphy Trail Connection relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
<b>SUMMARY OF ITEM</b>				
<p>The Plano-Richardson-Murphy Trail Connection, Phase 1 project will provide neighborhood connectivity between Breckinridge Park in Richardson and the Timbers Preserve in Murphy. The Plano residents in this area, between the Breckinridge Park Trail loop and Murphy Road, do not have access to a neighborhood park. This trail connection will provide these residents with access to parks and provide connectivity between Plano, Richardson and Murphy.</p> <p>La Terra Studio, Inc. is on the 2011-12 list of qualified consultants for Landscape Architecture Services. The total contract fee is \$105,750 which includes basic services, TDLR plan review, reimbursables, surveying, and civil engineering. The total fee is 11.13% of the total estimated construction budget of \$950,000. The fee is consistent with other park and engineering projects of this size and scope.</p>				

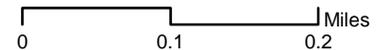


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<p>List of Supporting Documents: Location Map Landscape Architecture Services Agreement</p>	<p>Other Departments, Boards, Commissions or Agencies</p>



**Plano - Richardson - Murphy Trail Connection**  
**Phase I Project # 6246**



**PLANO-RICHARDSON-MURPHY TRAIL CONNECTION (PHASE 1-2012)**

**PROJECT NO. 6246**

**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 **LA TERRA STUDIO, 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 **PLANO-RICHARDSON-MURPHY TRAIL CONNECTION (PHASE 1-2012)** 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  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Renee Jordan

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

La Terra Studio, Inc.  
2109 Commerce  
Dallas, TX 75201  
Attn: Kris Brown, President

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.

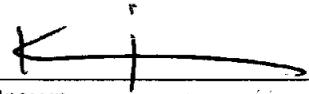
**LA TERRA STUDIO, INC.**

A Texas Corporation

DATE:

2012.06.17

BY:

  
Kris Brown  
PRESIDENT

**CITY OF PLANO, TEXAS**

DATE:

\_\_\_\_\_

BY:

\_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

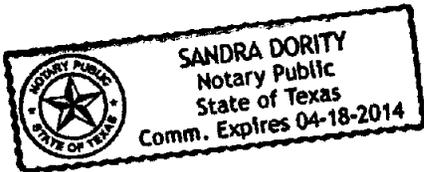
**APPROVED AS TO FORM:**

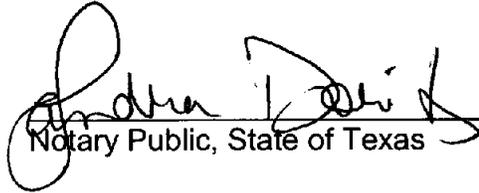
\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
                                  §  
COUNTY OF Collin ~~DALLAS~~ §

This instrument was acknowledged before me on the 14 day of June, 2012, by **KRIS BROWN, PRESIDENT** of **LA TERRA STUDIO, INC.**, 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 \_\_\_\_\_, 2012, 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

# EXHIBIT A

## SCOPE OF SERVICES

### Plano-Richardson-Murphy Trail Connection (Phase I ~ 2012)

#### ABSTRACT:

This project includes professional services for the preparation of plans & specifications to be utilized for the procurement of construction services associated with improvements to Plano's existing multi-use trail network.

The general scope set forth includes PS&E for approximately **1.9 miles** of multi-use trail connecting **Murphy Trail** (at Murphy Rd.) to **Breckinridge Trail** (at Breckinridge Park) herein known as '**Phase I**'.

\*\*Exhibit A.1 & A.2 (attached) illustrates the approximate trail location as well as limits for survey.

#### Section I    **Basic Services**

*la terra studio*'s Scope of Services is divided into separate phases listed below:

- ~A~ *Information Gathering / Coordination*
- ~B~ *Schematic Design*
- ~C~ *Design Development / Construction Documents*
- ~D~ *Procurement - Bid Phase*
- ~E~ *Construction Phase*

#### **A. Information Gathering / Coordination**

##### A.1 Data Collection

*la terra studio*<sup>sm</sup> will meet with the owner on-site to schematically layout a trail Centerline. Field Data will be recorded using GIS Mapping-grade equipment.

##### A.2 Data Conversion

*la terra studio*<sup>sm</sup> will convert the collected data into usable base information for use during subsequent phases.

##### A.3 Survey For Design

*la terra studio*<sup>sm</sup> will perform a topographic *Survey for Design* encompassing approximately **75** acres.

##### Services performed by Surveyor Include:

- Location of Visible Improvements such as Buildings, Structures, Patios, Sidewalks, Retaining / Screening Walls, Fences, Planters, etc...
- Show 1' Contours on drawing
- Topographic elevations based upon: City of Plano GIS NAD 83 State Plane Monumentation
- Location of Visible Utilities such as Power Poles, Power Lines, Transformers, Meter Boxes, Gas Meters, Phone / Cable Pedestals, Sanitary, Storm, Water, Sprinkler heads, Electric Meters, Manhole/Boxes, etc.
-

**B. Schematic Design**

**B.1 Schematic Horizontal Trail Layout**

*la terra studio<sup>sm</sup>* will design the Horizontal Layout for the proposed trail Centerline based on collected field data and other existing conditions.

**B.2 Overall Trail Layout Exhibit (DRAFT for City and/or Property Owner)**

*la terra studio<sup>sm</sup>* will create an exhibit that shows the Schematic Horizontal Trail Layout as stated above. This exhibit will illustrate the proposed trail alignment, street crossings/ types, and schematic grading.

**B.3 Preliminary Estimate of Probable Cost**

*la terra studio<sup>sm</sup>* will provide an estimate of probable cost related to the proposed improvements.

**B.4 Trail Layout (Field Staking)**

Proposed trail alignment will be staked in the field by *la terra studio<sup>sm</sup>* if necessary to facilitate property owner approval.

**C. Construction Documents**

**C.1 Construction Drawings ~ 60% & 90% Review**

*la terra studio<sup>sm</sup>* will begin production on preliminary Construction Drawings & Details.

*\*\*note: One (1) set of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for internal City Review*

**~Proposed Construction Drawing Elements~**

<p><u>Drawing Set (24"x36") to include:</u>          ~Coversheet          ~Site Locator Map          ~Erosion Control / SWPPP          ~Demolition Plan          ~GIS Control (between COP monuments *847*219*848*)</p>	<p>~Site Grading &amp; Drainage Plan          ~Vertical Control          ~Site Plans &amp; Site Details (City Standard)          ~Site Layout Plans          ~Dimension Control          ~Domestic Water (drinking fount.)</p>
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**C.2 Technical Specifications ~ 90% Review**

*la terra studio<sup>sm</sup>* will prepare Technical Specifications for use within the construction Project Manual. CSI format will be used in conjunction with any City of Plano standard specifications issued by staff.

*\*\*note: City responsible for providing la terra studio<sup>sm</sup> with "front-end" boiler plate contract documents to be included within the Project Manual (see items below)*

**C.3 Construction Drawings ~ 100% Review**

*la terra studio<sup>sm</sup>* will finalize production of Construction Drawings & Details.

*\*\*note: Two (2) sets of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for final internal City Review*

**C.4 Project Manual ~ 100% Review**

*la terra studio<sup>sm</sup>* will finalize Technical Specifications and submit (1) unbound Project Manual with the following items:

<ul style="list-style-type: none"><li>~Coversheet</li><li>~Table of Contents</li><li>~Notice to Contractors**</li><li>~Bid Schedule with Unit Pricing</li><li>~Construction Agreement**</li><li>~Performance Bond**</li><li>~Payment Bond**</li></ul>	<ul style="list-style-type: none"><li>~Maintenance Bond**</li><li>~Insurance Requirements**</li><li>~Certificate of Insurance**</li><li>~Special Conditions**</li><li>~TCEQ-TPDES Permit Req.**</li><li>~Technical Specs</li><li>~Approved Materials List**</li></ul>
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**C.5 TDLR Plan Review Submittal**

*la terra studio<sup>sm</sup>* will submit (1) plan set to the Texas Department of Licensing & Regulation for accessibility review as required per TDLR regulations. Upon TDLR plan review completion, *la terra studio<sup>sm</sup>* will address and / or make revisions to plans and specifications as required to meet accessibility standards.

*\*\*note: Fees for TDLR plan review & EABPRJ registration will be paid for by la terra studio<sup>sm</sup>. The City is responsible for TDLR site inspection coordination & fees.*

**C.6 Deliverables**

Upon final approval of the Construction Documents, *la terra studio<sup>sm</sup>* will provide the City with one (1) set of signed and sealed plans. Final drawings will also be submitted in the following digital formats: .dxf; .pdf

**D. Procurement (bid phase services)**

**D.1 Procurement – Bid Phase**

Upon final approval of the Construction Documents, *la terra studio<sup>sm</sup>* will provide the City assistance in bidding and awarding the Procurement Contract.

This phase will include the following:

- ~Furnish one (1) set of signed and sealed reproducible plans and a project manual for bidding, plus a digital copy of plans and the assembled project manual in PDF format.
- ~Plans & Specs. will be picked-up & managed at the consultants office.
- ~Answer contractor inquiries during Bid Phase & Issuance of Addendums
- ~Provide a bid tabulation of all valid bids received
- ~A summary of the bid analysis will be provided to the City for use in selection and awarding of the Contract.

## **E. Construction Phase**

### E.1 Construction Phase

*la terra studio<sup>sm</sup>* will participate in (1) monthly Project Site Visit\*\* (and as needed) with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the design intent of Landscape Architect's Construction Documents. Site visits will occur throughout the life of the project, or as deemed necessary by the City or *la terra studio<sup>sm</sup>*. Following each Project Site Visit, a written "Site Observation" report will be submitted to City staff.

*\*\*note: Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.*

### E.2 Submittals

*la terra studio<sup>sm</sup>* will Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual, technical, and aesthetic design intent.

## **Section II    Limitations**

### **A.1 Professional Services Limitations**

Limitations to professional services not included in basic and/or additional services include, but are not limited to the following:

~property boundary survey ~utility mapping ~FEMA map revisions/verification ~environmental assessments ~ROW dedication	~floodway studies / mitigation ~traffic studies ~wetlands determination & 404permitting ~environmental cat. exclusions ~anything TxDOT related
--	--

In addition, limitations listed (*above*) can be performed as additional services as defined by Section III (b) (*below*)

## **Section III    Additional Services**

### **A.    A.1 Additional Services**

#### **a. Hourly Rates**

The Landscape Architect will provide Additional Services on an hourly basis with a mutually agreed "not to exceed" total or a mutually agreed upon flat fee in writing. Hourly rates for Additional Services are as follows:

~ Principal ~ Registered Landscape Architect	\$180.00/hour
~ Landscape Architect In-training	\$ 75.00/hour
~ CAD / GIS Tech.	\$ 55.00/hour
~ Administrative	\$ 40.00/hour

#### **b. Services**

Additional services equal any service not listed as a Basic Service

## **EXHIBIT B**

Estimated Schedules and Project Budget

### **Plano - Richardson - Murphy Trail Connection (Phase I ~2012)**

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule. Exclusive of *Construction Phase* services, it is anticipated that this project will take approximately ~60~ days to complete from delivery of the survey.

As of the date of this agreement, client's project construction budget is approximately:

*\*\*note: The amount below includes Phase I Estimate ONLY (approx. 1.9 miles)*

**\$950,000**

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

*\*\*Note: The above schedule is for the design team's work effort only and does not include time required for internal review and approval by the City of Plano.*

**EXHIBIT C**  
PAYMENT SCHEDULE

**Plano - Richardson - Murphy Trail Connection (Phase I ~2012)**

Client agrees to pay Landscape Architect as follows:

<b>~Basic Services~</b> Sections A ~ E		
	<b>Phase Total</b>	\$ 76,500
<b>TOTAL BASIC SERVICES</b>		<b>\$ 76,500</b>
<hr/>		
Incidental Expenses & Project Allowance (equipment, prints, mileage, postage, courier)		
	<b>Sub Total</b>	<b>\$ 4,500</b>
<hr/>		
TDLR Plan Review		
	<b>Sub Total</b>	<b>\$ 2,000</b>
<hr/>		
<b>~Additional Services~</b> (sub-consulting services)		
Survey For Design (by RPLS)		\$ 19,250
Civil Engineering SWPP (by TEXAS PE)		\$ 3,500
<b>TOTAL ESTIMATED ADDITIONAL SERVICES</b>		<b>\$ 21,750</b>
<b>TOTAL Basic; Additional Services &amp; Fees</b>		<b>\$ 105,750</b>

Invoices will be submitted monthly based on a percentage of completion

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**STATEMENT OF JURISDICTION**

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.



**TEXAS Board of**  
**Architectural Examiners**  
Architects • Interior Designers • Landscape Architects

**TBAE**  
P.O. Box 12337  
Austin, TX 78711-2337  
(512) 305 – 9000  
<http://www.tbae.state.tx.us/active/>

## 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<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$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<br>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<br>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<br>\$2,000,000 aggregate  |
| <input type="checkbox"/> 17. Garage Liability                                       | \$ _____ BI & PD each occurrence   |



