



# 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:		8/10/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
To approve and authorize Contract Modification No. 2 for professional landscape architectural services in the amount of \$7,500 from Adams Consulting Engineers, Inc. This modification will provide for design and engineering services for site improvements at the Douglass Community Center.				
<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>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		39,307	460,693	0
Encumbered/Expended Amount		-39,307	-8,163	0
This Item		0	-7,500	0
BALANCE		0	445,030	0
<b>FUND(S):    RECREATION FACILITIES CIP</b>				
<p><b>COMMENTS:</b> Funding is available in the 2014-15 Recreation Facilities CIP for this item. The second contract modification to the professional design services agreement, in the amount of \$7,500, will leave a current year balance of \$445,030 available for future expenditures related to improvements at the Douglass Community Center.</p> <p><b>STRATEGIC PLAN GOAL:</b> Modifying existing contracts to obtain additional services necessary to complete CIP projects relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Adams Consulting Engineers, Inc. is currently contracted to provide professional landscape architectural services at the Douglass Community Center. The project includes the design and engineering of various site improvements near the Boys Club - Girls Club of Collin County building and the child care building. Improvements include pedestrian plaza reconstruction, screening of mechanical systems through the installation of awnings, drainage improvements, and landscape and irrigation improvements.</p> <p>Additional landscape and irrigation improvements on the site have been requested and will be added to the scope of work currently underway.</p> <p>The current contract amount is \$47,470. The design services contract modification is for \$7,500 and will increase the total contract to \$54,970.</p> <p>Project Location Map:  <a href="https://goo.gl/maps/vZveb">https://goo.gl/maps/vZveb</a></p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Contract Modification	Other Departments, Boards, Commissions or Agencies

**SECOND CONTRACT MODIFICATION**

**DOUGLASS COMMUNITY CENTER IMPROVEMENTS  
PROJECT NO. 6393**

**DEPARTMENTAL PURCHASE ORDER NO. 217555  
CIP NO. 23414-8321**

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **Adams Consulting Engineers, Inc.** (hereinafter "Consultant"), dated November 18, 2013, for Professional Landscape Architectural Services for the referenced project (hereinafter "Project").

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into an Agreement on November 18, 2013 (hereinafter "Agreement") for Professional Landscape Architectural Services (hereinafter "Services");

**WHEREAS**, City and Consultant entered into a First Contract Modification (hereinafter "First Modification") on May 19, 2015; and

**WHEREAS**, City and Consultant desire to further amend such Agreement in certain respects as set forth herein in this Second Modification.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Second Modification and the Agreement, priority of interpretation shall be in the following order: Second Modification, First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.**

**Services:**

This Second Modification amends the Scope of Services as originally set forth in Exhibit A of the Agreement as follows:

**Section 4 – Additional Services**

Create base file of additional areas of the site that were not previously provided by an up-to-date survey. Base file will be drafted in CAD and traced from a pdf, provided by the City of Plano, of a previous site plan of the property. Landscape and irrigation improvements around the gymnasium building and the Douglass Community Center. Gymnasium parking lot landscape and irrigation design. Landscape, irrigation design,

sidewalk improvements, and demolition along Avenue H. Landscape, irrigation design, and retaining wall repair along Avenue G. Incorporate new irrigation with existing into an overall site irrigation plan. Incorporate all additional design elements into current construction drawing set. Incorporation of all items requested by the City in Exhibit A. All elements of landscape and irrigation will be designed in accordance with the City of Plano's standard details and specifications. Plans and cost estimate will be submitted no later than three weeks from the execution of this contract modification.

**II.**

**Compensation:**

This Second Modification amends the Compensation schedule as originally set forth in Exhibit C of the Agreement as follows:

For additional services provided pursuant to the Second Modification, City shall pay Consultant an amount not to exceed \$7,500.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

**III.**

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**IV.**

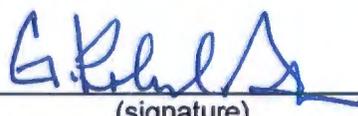
**THIS MODIFICATION WILL BE CHARGED TO CIP NO. 23414-8321.**

City and Consultant affirm, by the execution of this Second Modification, that the total amount of compensation provided for by the Agreement and all modifications thereto, including this Second Modification, are as follows:

Original Contract Amount	\$	<u>45,820.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>47,470.00</u>
Amount, Modification No. 2	\$	<u>7,500.00</u>
Revised Contract Amount	\$	<u><u>54,970.00</u></u>
Total Percent Increase Including Previous Modifications		<u>19.97%</u>

**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.

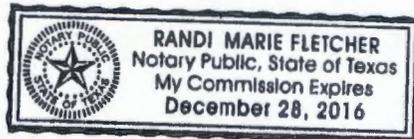
<b>CITY OF PLANO</b>	<b>ADAMS CONSULTING ENGINEERS, INC.</b>
_____ <i>OWNER</i>	_____ <i>CONSULTANT</i>
By: _____ (signature)	By:  (signature)
Print Name: Robin Reeves	Print Name: G. Robert Adams
Print Title: Chief Park Planner	Print Title: Vice President
Date: _____	Date: <u>7.28.15</u>

**ACKNOWLEDGMENTS**

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the 28 day of July, 2015, by **G. ROBERT ADAMS, VICE PRESIDENT**, of **ADAMS CONSULTING ENGINEERS, INC.**, a Texas corporation, on behalf of said corporation.



Randi Fletcher  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **ROBIN REEVES, CHIEF PARK PLANNER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas