



# 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:		10/14/13		
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 David C. Baldwin, Inc. in the amount of \$129,195 for design services for McCall Plaza and Parking Lot Renovation and authorizing the City Manager or his 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		17,234	1,568,766	0
Encumbered/Expended Amount		-17,234	-15,060	0
This Item		0	-129,195	0
BALANCE		0	1,424,511	0
<b>FUND(S):     STREET ENHANCEMENTS CIP</b>				
<b>COMMENTS:</b> Funds are included in the FY 2013-14 Street Enhancements CIP. This item, in the amount of \$129,195, will leave a current year balance of \$1,424,511 for the Downtown Enhancements project.				
STRATEGIC PLAN GOAL: Landscape designs for the renovation of McCall Plaza and Parking Lot relates to the City's goal of Exciting Urban Centers - Destination for Residents and Guests.				
<b>SUMMARY OF ITEM</b>				
This Landscape Architectural Services agreement is for the renovation of McCall Plaza and the J Place Parking Lot. The plaza and parking lot were built in 1985 and are in need of renovation. Improvements will include repair of existing pavement, repair/replacement of damaged limestone, relocation of the accessible walk from 15th Street to the parking lot, the addition of a covered performance stage, electrical hook-ups for a temporary sound booth, new parking lot signage, temporary event fencing, updated parking lot lighting, planter islands with shade trees, and improved sidewalk on 14th Street.				
The estimated construction cost for this project is \$950,000. The total design fee is \$129,195 and includes basic design services, surveying, geotechnical investigation, sound system design, Texas Accessibility Standards compliance and reimbursable expenses. The total design fee is 13.6 percent of the estimated construction budget for the project.				



# CITY OF PLANO COUNCIL AGENDA ITEM

David C. Baldwin, Inc. is on the 2013-14 list of selected consultants.

List of Supporting Documents:

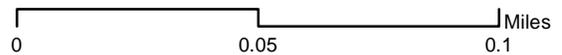
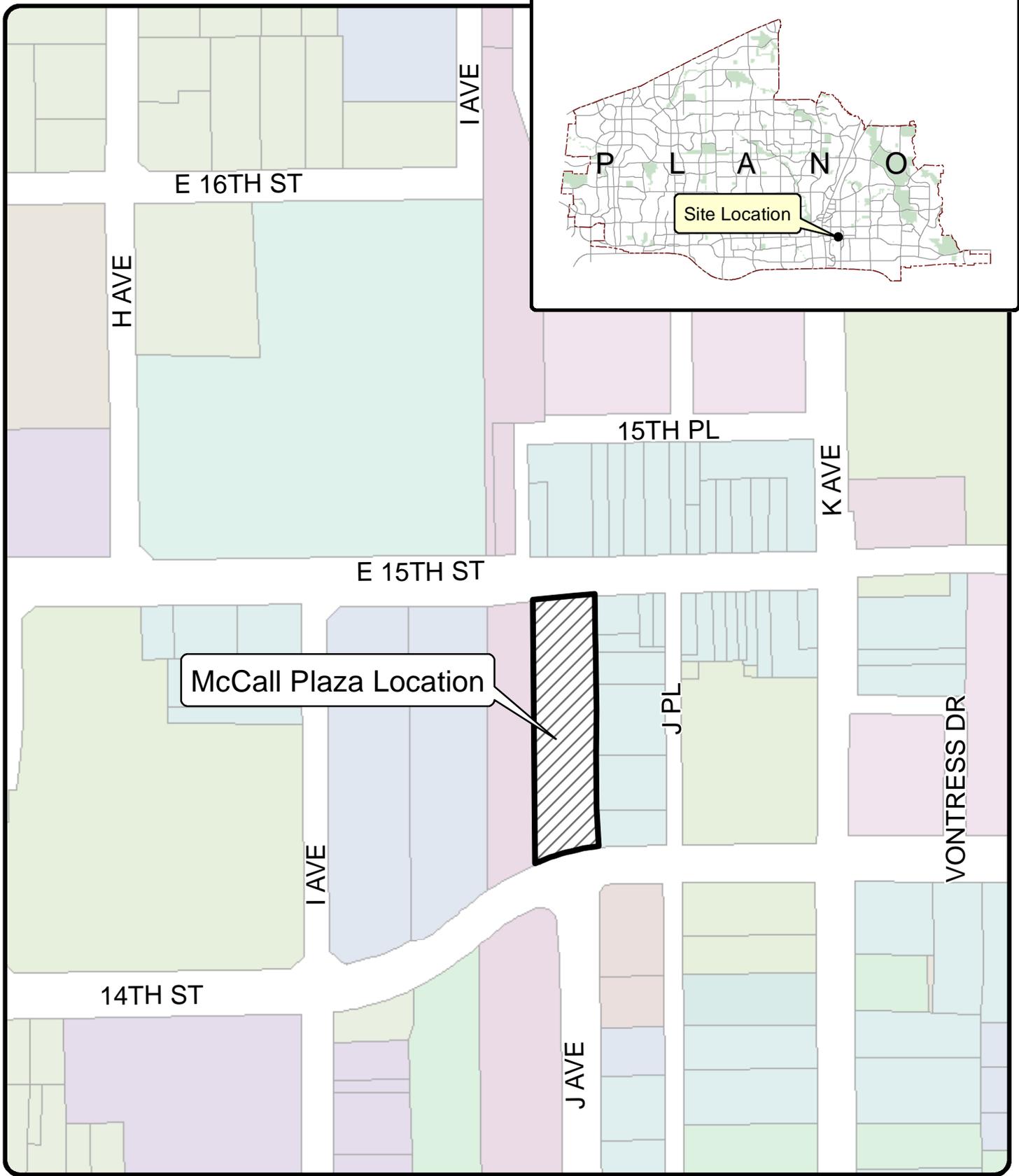
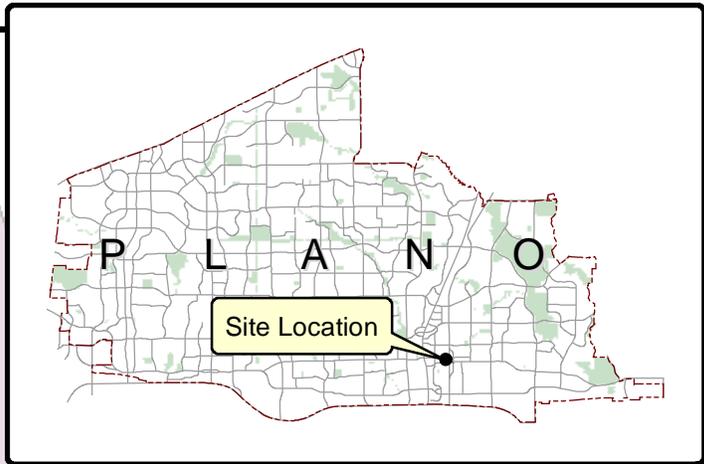
Location Map

Landscape Architect Services Agreement

Other Departments, Boards, Commissions or Agencies

# Location Map

## McCall Plaza Renovation



**MCCALL PLAZA AND PARKING LOT RENOVATION**

**PROJECT NO. 6372**

**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 C. BALDWIN, 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 **MCCALL PLAZA AND PARKING LOT RENOVATION** 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: Elizabeth Del Turco  
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 C. Baldwin, Inc.  
Attn: David C. Baldwin  
730 East Park Boulevard, Suite 100  
Plano, TX 75074

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.

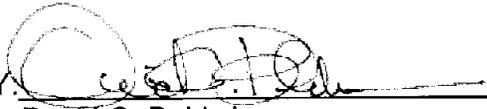
G. Authority to Sign:

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 C. BALDWIN, INC.**  
A Texas Corporation

DATE: 9/18/13

BY:   
David C. Baldwin  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

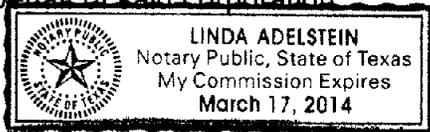
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of September, 2013, by **DAVID C. BALDWIN, PRESIDENT** of **DAVID C. BALDWIN, INC.** a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Linda Adelstein  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 McCALL PLAZA AND PARKING LOT RENOVATION

This proposal/contract is for landscape architectural design and consulting services by **DAVID C. BALDWIN INC.** (the Landscape Architect) for the **CITY OF PLANO, TEXAS** (the Client). Subconsultants for the project will be:

#### BASIC SERVICES

- **PROFORMA ARCHITECTS** (the Architect)
- **THEATRE PROJECTS CONSULTANTS** (the Theater Consultant)
- **TLC ENGINEERING** (the Electrical Engineer)
- **BW2 ENGINEERS** (the Civil Engineer)
- **SETH HEIDMAN IRRIGATION DESIGN** (the Irrigation Designer)

#### ADDITIONAL SERVICES

- **BW2 ENGINEERS** (the Surveyor)
- **GME CONSULTING SERVICES, INC.** (the Geotechnical Engineer)
- **SM ARCHITECTS, PLLC** (TDLR Plan and Construction Review)

#### 1.0 SCOPE

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1.1 The Landscape Architect's physical area of work shall consist of the area defined on Attachment B and includes the existing McCall Plaza and adjacent parking lot. Specific areas of work and elements for which the Landscape Architect is providing consulting services are as follows:

- Plaza renovation
  - Repair of brick pedestrian surfaces.
  - Repair of raised planter brick veneers and limestone caps with like material, or reuse of existing where possible.
  - Removal of water wall veneer; to be replaced with brick veneer matching the other raised planters in plaza.
  - Provide accessible walk on west side of former water wall 8'-0" wide. Difference in elevation to be stepped down to match existing steps with limestone treads.
  - Modify existing L-shaped planter on west side to allow space for stage (see below).
  - Existing stone sculptures to be returned to artist.
  - Existing clock to be preserved in place.
  - Provide location for memorial plaque(s).

- Maintain existing plaza trees in place where possible. Trees removed to allow space for stage may be planted in parking lot (see below) finger islands.
- Inside radius of vehicular driveway to be increased.
- Update understory plantings in landscape areas.
- Update irrigation in landscape areas.
- **Stage**
  - Provide covered, raised stage at approximate height of planter wall on east side (adjacent to the Fillmore Pub). Greater height may be necessary for visibility.
  - Stage platform dimensions should be 24'x30'
  - Stage must be accessible.
  - Stage and overhead structure should function in two directions: facing north for the smaller space of the plaza, and south for the larger space of the parking lot (see below).
  - Structure over stage should be in keeping with the downtown heritage aesthetic.
  - A removable railing around stage in keeping with structure for everyday safety; railing may be removed for performances.
  - Provide overhead infrastructure or trusses inside roof of for hanging lighting, microphones, and backdrops.
  - Structure should provide for a variety of performances and uses
  - Stage should have appropriate electrical service and hook-ups
- **Parking Lot**
  - The eastern edge, against the store fronts is another phase and is not included.
  - End-island and trees closest to the plaza, along with the diamond planters on the central axis of the lot, are to be removed for visibility purposes.
  - A sound booth connection is proposed approximately 50' from the stage.
  - A trench with removable cover is proposed for running temporary cable from the stage to power sources for lighting and sound.
  - Decorative paving is proposed for the central axis. Electrical and water utility (see below) hook-ups are proposed for vendors during special events along this axis.
  - Finger islands are proposed for the west side of the lot to provide planting space for trees. Trees may be Crape Myrtles removed from the plaza to make room for the stage, if salvageable, or to match the Cedar Elms used at the DART station platform. Tree canopy may not intrude into DART right-of-way.
  - Update plantings in landscape areas.
  - Update irrigation in landscape areas.
  - Add two lighted parking signs per City of Plano standards
  - Add temporary event fencing to enclose parking lot for events.

- Pedestrian access
  - Pedestrian access to lower level of the plaza from 15<sup>th</sup> Street is on the northwest corner near the DART tracks
  - Pedestrian access from parking lot to 15th Street is between the raised planter on the west side of the Fillmore Pub and the steps descending into the plaza
  
- Signage and Events Banners
  - Banner pole in front of the Interurban Railway Museum is to be moved to align with banner pole proposed in front of 15<sup>th</sup> & I development on south side of 15<sup>th</sup>.
  - Signage is proposed for the plaza at the 15th Street entrance, and on 14th Street near the DART tracks.
  - Memorial plaques, with room for additional, to be provided within the plaza; Image of old downtown to be returned to the City.
  - Vehicular directional signage to be provided as required.
  
- Utilities
  - Parking lot lighting, plaza lighting, clock, and 15th Street lighting (between the DART tracks and K Avenue) are currently controlled from a panel in the MCS parking lot. A new panel, adequate to service these items in addition to stage sound and lighting must be provided within the parking lot adjacent to the plaza.
  - Electrical panel at MCS parking lot also services MCS parking lot lighting and trash compactor. These functions may remain in place with the current panel.
  - Light standards in the center of the parking lot and in the plaza must conform to the Downtown standard.
  - A lighting study will be required to estimate the correct number of light standards for the parking lot; if possible, eliminate the light standards on the central axis. If this is not feasible, lights in this location must be on another circuit that may be turned off during performances.
  - Parking lot lighting must compliment and work with the lighting proposed for the 15th and I development; parking lot lighting must avoid any nuisance issues with the mixed use and residents at 15th and I.
  - Dedicated connections must be provided for both lighting and sound at the sound booth location for events and performances.
  - Electrical and potable water connections must be provided for vendors for parking lot events.

1.1 The proposed construction budget (excluding professional fees) for the project is ± \$950,000.

## **2.0 BASIC SERVICES**

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### **2.1. FIELD EVALUATION AND DATA COLLECTION**

2.1.1. The Landscape Architect shall visit the site to verify and inventory existing conditions of the property taking special note of the following:

- Existing pedestrian circulation
- Evaluation of existing trees, hardscape, landscaping, lighting, signage, irrigation, and drainage (as applicable)
- Special conditions which may affect design

### **2.2 SCHEMATIC DESIGN CONCEPTS**

2.2.1 The Landscape Architect shall work in coordination with the Client and other members of the design team to provide concepts consisting of drawings, sketch details, and other documents to fix and describe the size, character, and these for the project in a schematic form.

2.2.2 The Landscape Architect shall prepare a detailed "Opinion of Probable Construction Cost" based on current area or unit costs. The "Opinion of Probable Construction Cost" shall be broken down into individual items such as those defined under 1.1 above.

2.2.3 The Landscape Architect and subconsultants as required shall attend the following meetings:

- HISTORIC PRESERVATION COMMISSION - Maximum one (1) meeting
- PARKS AND PLANNING STAFF - Maximum four (4) meetings

2.2.4 The Theater Consultant shall attend one (1) meeting in Plano during this phase.

2.2.5 The Landscape Architect shall prepare one (1) professional artist rendering of the proposed design for communication of design intent and presentation purposes.

### **2.3 CONSTRUCTION DOCUMENTS, BIDDING SERVICES, & LIMITED CONSTRUCTION SERVICES**

2.3.1 Based on the approved Schematic Design Documents and Opinion of Probable Cost, the Landscape Architect shall prepare Construction Documents for approval by the Client, consisting of:

- Overall key plan at a scale such as 1" = 20'-0"
- Detail plan views at a scale such as 1" = 10'-0"

- Plans, Elevations, Sections, etc. as required to communicate construction means and methods
- Material call-outs and specifications
- Components required for theatrical performances
- Structural Engineering
- Electrical service and engineering (sealed and signed by a licensed Texas engineer) for lighting
- Irrigation design

- 2.3.2 The Landscape Architect shall retain the services of a Registered Accessibility Specialist for plan review and filing fee.
- 2.3.3 Construction Documents shall be prepared in such a manner that the Client can receive competitive, "apples-to-apples" bids from contractors.
- 2.3.4 The Landscape Architect and subconsultants as required (excluding Theater Consultant) shall attend one (1) meeting with the Client for Construction (Bid) Document review.
- 2.3.5 The Landscape Architect shall distribute plans from the Landscape Architect's offices in Plano, Texas. Bidders will pay for their bid sets directly to the Landscape Architect.
- 2.3.6 The Landscape Architect shall answer bidder questions and prepare RFI's during the bidding process.
- 2.3.7 The Landscape Architect shall review contractor's shop drawings as requested.
- 2.3.8 The Landscape Architect and subconsultants as required shall visit the site during construction at the request of the Client only to clarify contractor questions regarding design intent or other construction related questions.
- 2.3.9 The Landscape Architect and subconsultants shall prepare a detailed on-site punch list at the contractor's substantial completion of the construction installation. The Landscape Architect and subconsultants shall make one (1) trip for this task, including one (1) trip by the Theater Consultant.
- 2.3.10 The Landscape Architect shall provide the Client with a digital file of the Construction Documents in AutoCAD r2000 (submit individual sheets by sheet name).

### 3.0 **ADDITIONAL SERVICES**

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#### 3.1 **Boundary and Topographic Surveying Services**

3.1.1 The Landscape Architect will perform a detailed topographic survey and a property line verification on the subject project site. The topographic survey will include features such as curb and gutter, pavement edges, street centerline, fire hydrants, driveways, transformers, power poles, guys, fences, natural ground elevations, drainage inlets, retaining walls, landscaping, etc. In addition to the normal topographic items located in the field survey, the Landscape Architect will include in this topographic survey the following:

- Property lines and owner information
- Changes in paving types
- Retaining walls, steps, and railing areas
- Crosswalk and parking stripes
- Doors and finish floor elevations of buildings adjacent to the existing plaza

3.1.1 The Landscape Architect will also research the relative DART right-of-way to the McCall Plaza. The coordinates will be based on State Plane coordinates (NAD 83), for the State of Texas, North Central Zone, at grid. The vertical datum will be based on NAVD 1988 and will be performed to the standards of the *TSPS Manual of Practice for Land Surveying in Texas, Category 6, Condition I*.

#### 3.2 **Geotechnical Study**

3.2.1 The Geotechnical Engineer subconsultant's scope of work includes field drilling (maximum 2 bores) and sampling, laboratory testing, geotechnical analyses, and the preparation of a geotechnical report presenting their findings and recommendation.

#### 3.3 **Texas Accessibility Standards (TAS) Plan and Construction Review**

3.3.1 The Landscape Architect shall retain the services of a Registered Accessibility Specialist for plan review and filing fee.

3.3.2 Upon completion of construction, the Landscape Architect shall retain the services of a Registered Accessibility Specialist for inspection.

#### 4.0 LIMITATIONS

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##### 4.1 Basic Services and fees defined herein do not include:

- Design or construction document services related to the proposed pedestrian crosswalk across 14<sup>th</sup> Street (between the MCS parking lot and Urban Rio Restaurant)
- Design or construction documents related to the DART tracks and proposed pedestrian crossing improvement across the DART right-of-way at 14<sup>th</sup> Street
- Irrigation design outside of area defined on Attachment A or that which is specifically related to renovation, modifications, or limited additions to the existing irrigation system
- Professional artist perspective renderings beyond the one (1) included as part of Basic Services
- Platting Services
- Plans or services related to formal Site Plan approval as may be required by the Client
- Performance of a cultural resources survey for determining the existence of pre-historic and historic archeological resources
- Title company services to provide property title commitment and copies of pertinent deeds and easements affecting the property
- Environmental assessment services
- Legal services
- Zoning services and representation at public hearings (regarding zoning)
- Attendance at formal public presentations and meetings other than those outlined as part of Basic Services
- Assistance, coordination, or preparation of materials for replatting, zoning changes, or site plan approvals
- Capacity studies on existing water, sewer, storm drainage or other utilities, or design of off-site utility or conduit improvements
- Abandoning existing easements or right-of-way
- Preparation of metes and bounds descriptions for off-site easements, releases, loan documentations, right-of-way or easement dedications, or for real estate sales transactions
- Coordination or staking of test holes for soil or subsurface investigations
- Trench safety systems coordination, testing or design
- Construction surveying or staking for any improvements; replacing survey stakes or property corners destroyed during construction or otherwise lost
- Field as-built surveys or preparation of record drawings

#### 5.0 GENERAL CONDITIONS (Refer to Attachment A)

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#### 6.0 STATEMENT OF JURISDICTION

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The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape

Architects in Texas. The Board's address and phone is P. O. Box 12337, Austin, TX 78711, phone: 512-305-9000, fax: 512-305-8900. The Board's web site address is [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

**ATTACHMENT A**  
**General Conditions**

This agreement is subject to the "General Conditions of Agreement" as follows:

**5.1 Definitions:**

**LANDSCAPE ARCHITECT:** Wherever the term LANDSCAPE ARCHITECT is used in this agreement, those terms are understood to reference the firm of David C. Baldwin Inc. and to include all of the various design professions, registrations, disciplines, and related services which might be provided or performed under this contract for the CLIENT by David C. Baldwin Inc. or any of David C. Baldwin Inc.'s subcontractors including, but not limited to, Professional Engineering services, Land Surveying services, Land Planning services, Landscape Architecture services, Structural Engineering services, etc.

**CLIENT:** Wherever the term CLIENT is used in this agreement, that term is understood to refer to the City of Plano, Texas.

**5.2 Asbestos/Hazardous Waste Exclusion:** Hazardous materials may exist where there is no reason to believe they could or should be present. The CLIENT hereby agrees that, if CLIENT knows, becomes aware, or has any reason to assume or suspect that existing hazardous materials may exist at the project site, CLIENT will immediately inform the LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT likewise agrees to notify the CLIENT as soon as practically possible should the LANDSCAPE ARCHITECT become aware that unanticipated hazardous materials or suspected hazardous materials may be or have been encountered. The LANDSCAPE ARCHITECT and the CLIENT agree that the identification and/or discovery of hazardous materials is not the responsibility of the LANDSCAPE ARCHITECT, but that discovery of unanticipated hazardous materials constitutes a changed condition which may mandate renegotiation of the scope of work or termination of services. Nothing in this agreement shall impose liability on the LANDSCAPE ARCHITECT for claims, lawsuits, expenses or damages arising from, or in any manner related to the presence, identification or non-identification, discovery of, exposure to injury or loss arising from any party encountering unanticipated hazardous material, or the handling, removal, manufacture, or disposal of asbestos, asbestos products, hazardous waste, or toxic material in any of its various forms, as defined by the Environmental Protection Agency.

**5.3 Buried Utilities, Etc.:** The CLIENT will furnish to the LANDSCAPE ARCHITECT any information CLIENT has or acquires identifying the type and/or location of onsite utility lines and other onsite manmade objects beneath the site's surface. The LANDSCAPE ARCHITECT will take reasonable precautions in interpreting available data and showing these approximate utility locations on the survey. The CLIENT recognizes that LANDSCAPE ARCHITECT must in some cases exercise professional opinion in showing on a survey the approximate location of utility lines and other man-made objects that may exist beneath the site's surface and which by their nature are generally and typically not visible. The CLIENT recognizes that the LANDSCAPE ARCHITECT'S

research may not identify all subsurface utility lines and man/made objects, and that the information upon which the LANDSCAPE ARCHITECT relies may be approximate only, may be information compiled by and/or furnished or made available to LANDSCAPE ARCHITECT by public utility companies or others, and may contain errors and/or may not be complete. CLIENT recognizes that the professional engineer, architect, or other design professional now or later engaged to design new site improvements on this site will need to verify independently during design and/or construction, through more detailed methods than are practical and feasible.

If excavation is required or desired by CLIENT or LANDSCAPE ARCHITECT in order to define precisely (both horizontally and vertically) specific locations of buried utilities at specific critical points, the expense of excavation equipment and operation shall be borne by the CLIENT if approval is requested in advance of the work. Nothing in this agreement shall impose liability on LANDSCAPE ARCHITECT for injury or loss arising from damages to or caused by underground utilities or other underground man-made objects that were not called to the LANDSCAPE ARCHITECT'S attention by others or which were not properly located on plans or through other verbal, written, or visual information furnished to the LANDSCAPE ARCHITECT by others.

- 5.4 **Client's Responsibilities:** The CLIENT shall, in a timely manner, provide full information regarding the requirements of the project, including design objectives, constraints and criteria, and any other relevant information; shall designate a representative to act on CLIENT'S behalf to examine the documents or the work as necessary and to render decisions related thereto in a timely manner so as to avoid unreasonable delays; and shall furnish all services required for the expeditious completion of the project which are not part of the LANDSCAPE ARCHITECT'S services to be provided under this agreement.
- 5.5 **LANDSCAPE ARCHITECT'S Obligation to CLIENT only:** It is noted that nothing in the performance of the LANDSCAPE ARCHITECT'S service in connection with this project implies any undertaking for the benefit of, or which may be enforced by any third party, including other owners of subject or adjacent tracts, the CONTRACTOR(S), its SUBCONTRACTOR(S), or the surety of any of them, it being understood that the LANDSCAPE ARCHITECT'S obligations are solely to the CLIENT.
- 5.6 **Environmental Health Hazards:** Nothing in the AGREEMENT shall impose liability on the LANDSCAPE ARCHITECT for claims, lawsuits, expenses, or damages arising from, or in any manner related to negative health effects (if any) resulting from the proximity of any portions of the site or the exposure at any time or times of persons to high pressure pipelines, asbestos or other hazardous waste, airport traffic, or to electromagnetic fields created by High Voltage Transmission Lines or other sources. The LANDSCAPE ARCHITECT and the CLIENT agree that the identification and/or discovery of hazardous or toxic materials in any of its various forms as defined by the Environmental Protection Agency is not the responsibility of the LANDSCAPE ARCHITECT.

- 5.7 **Jurisdiction:** This Agreement shall be governed by the law of the principal place of business of the LANDSCAPE ARCHITECT, Collin County, Texas.
- 5.8 **Notices:** Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified in this AGREEMENT.
- 5.9 **Opinions of Probable Construction Cost:** LANDSCAPE ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(S)' methods of determining prices, or over competitive bidding or market conditions. Therefore, his OPINIONS OF PROBABLE PROJECT COST AND/OR CONSTRUCTION COST, if any, provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional LANDSCAPE ARCHITECT, familiar with the construction industry. However, LANDSCAPE ARCHITECT cannot and does not guarantee that proposals, bids, or actual project cost and construction cost will not vary from OPINIONS OF PROBABLE PROJECT COST AND/OR CONSTRUCTION COST prepared by him. If, prior to the bidding or negotiating, CLIENT wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator.
- 5.10 **Standard of Practice:** LANDSCAPE ARCHITECT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**EXHIBIT B**

**COMPLETION SCHEDULE  
McCALL PLAZA AND PARKING LOT RENOVATION**

**SCHEDULE**

Plans and specifications will be submitted according to the following tentative schedule for completion, for review by the City prior to submittal of final documents. These will be submitted to the City of Plano Landscape Architect.

<b>Task</b>	<b>Work Weeks To Complete</b>
• Boundary Survey and Topographic Surveying and Geotechnical Study	3 Weeks
• Field Evaluation and Data Collection	2 Weeks
• Schematic Design Concepts	8 Weeks *
• Construction Documents, Bidding Services, & Limited Construction Services	8 Weeks
<hr/>	
<b>TOTAL PROJECT TIME:</b>	<b>21 Weeks</b>

\* City review is not included in schedule.

**EXHIBIT C**  
**PAYMENT SCHEDULE**  
**McCALL PLAZA AND PARKING LOT RENOVATION**

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. Field Evaluation and Data Collection	\$ 5,320.00
2. Schematic Design Concepts	\$ 47,875.00
3. Construction Documents & Limited Construction Services	\$ 53,195.00
<b>Total Basic Services</b>	<b>\$ 106,390.00</b>

SECTION II - ADDITIONAL SERVICES

1. Survey	\$ 7,765.00
2. Geotechnical Study	\$ 4,270.00
3. TAS Plan and Construction Review	\$ 1,225.00
<b>Total Additional Services</b>	<b>\$ 13,260.00</b>

SECTION III - REIMBURSABLE EXPENSES

1. Airfare and expenses related to two (2) trips to Plano by Theater Consultant, etc. *	\$ 5,175.00
2. Printing, plotting, delivery services, mileage, etc.	\$ 4,370.00
<b>Total Reimbursable Expenses</b>	<b>\$ 9,545.00</b>

**PROJECT TOTAL** **\$ 129,195.00**

\* Airfare reimbursable expense by Theatre Projects Consultants is based on minimum two weeks advance purchase.

## HOURLY FEE SCHEDULE

<u>David C. Baldwin Inc.</u>	<u>Hourly Rate</u>
Principal/Landscape Architect	\$175.00/hr.
Senior Landscape Designer	\$120.00/hr.
Junior Landscape Designer	\$103.50/hr.
Technical	\$ 80.00/hr.
Clerical	\$ 57.50/hr.
<u>ProForma Architecture</u>	<u>Hourly Rate</u>
Principal	\$201.25/hr.
Project Manager	\$201.25/hr.
Engineer	\$172.50/hr.
Designer	\$143.75/hr.
Cad Technician	\$115.00/hr.
Clerical	\$ 86.25/hr.
<u>Theatre Projects Consultants</u>	<u>Hourly Rate</u>
Founder	\$431.25/hr.
Senior Principal Consultant	\$373.75/hr.
Principal Consultant 1	\$316.25/hr.
Principal Consultant 2	\$276.00/hr.
Senior Consultant 1	\$230.00/hr.
Senior Consultant 2	\$184.00/hr.
Consultant 1	\$155.25/hr.
Consultant 2	\$132.25/hr.
<u>Seth Heidman Irrigation Design</u>	<u>Hourly Rate</u>
Principal	\$115.00/hr.
<u>BW2 Engineers</u>	<u>Hourly Rate</u>
Principal	\$210.00/hr.
Professional Staff (P.E., R.P.L.S.)	\$170.00/hr.
Survey Crew (Three Man)	\$150.00/hr.
Project Staff	\$130.00/hr.
Survey Crew (Two Man)	\$120.00/hr.
Technical Support	\$ 80.00/hr.
Clerical Support	\$ 70.00/hr.
GPS Equipment (excludes crew)	\$ 35.00/hr.

## 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 David C. Baldwin, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of David C. Baldwin, 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.

David C. Baldwin, Inc.  
Name of Consultant

By:   
Signature

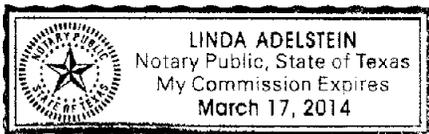
DAVID C. BALDWIN  
Print Name

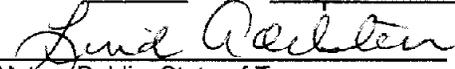
PRESIDENT  
Title

9.19.13  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

SUBSCRIBED AND SWORN TO before me this 19<sup>th</sup> day of September 2013.



  
Notary Public, State of Texas