



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	12/17/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and MESA Design Associates, Inc. in the amount of \$727,350 for design services for the Oak Point Park and Nature Preserve hillside and trail improvements project and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,163,950	4,214,050	0	5,378,000
Encumbered/Expended Amount	-1,163,950	-350,703	0	-1,514,653
This Item	0	-727,350	0	-727,350
BALANCE	0	3,135,997	0	3,135,997

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

COMMENTS: Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$727,350, will leave a current year balance of \$3,135,997 for the 09 Oak Point Park Development project.

STRATEGIC PLAN GOAL: Design services for improvements at Oak Point Park and Nature Preserve relates to the City's goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

This project includes plans and construction documents for improvements to the hillside in Oak Point Park and Nature Preserve adjacent to Los Rios Boulevard and across from Fire Station 11. Proposed improvements at the park will include a large pavilion, a small pavilion, a unique nature playground, a 200-300 car parking lot, lighting, pond improvements, trails, tree planting, irrigation, earthwork, restroom building, lighting, special event improvements, and water, sewer and electrical connections.

The total contract fee is \$727,350 and includes preparation of design, construction documents, site plan, hydraulic study, Corp of Engineers permitting as necessary, architectural design of pavilions and restrooms, irrigation and landscape design, grading plans, acoustical study, lighting design, water, sewer and electrical design. The fee is 10.39% of the estimated construction budget of \$7,000,000. This fee is consistent with other similar park improvement projects.

MESA Design Associates, Inc. was selected as part of the 2010-11 annual consultant selection process to prepare a master plan for Oak Point Park and Nature Preserve. This project is a continuation of that project.

Project Location Map -
<http://goo.gl/maps/C8aAU>

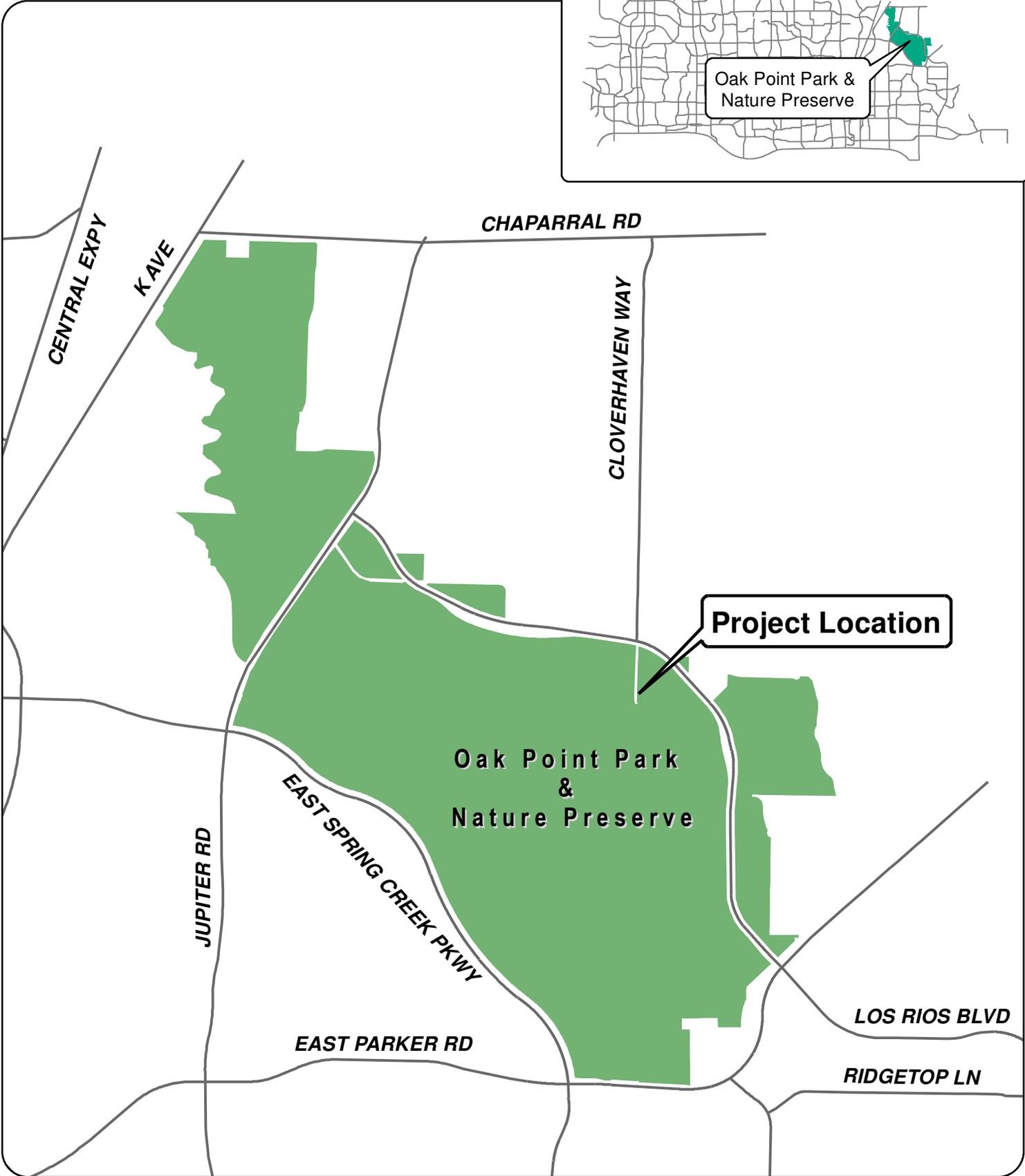
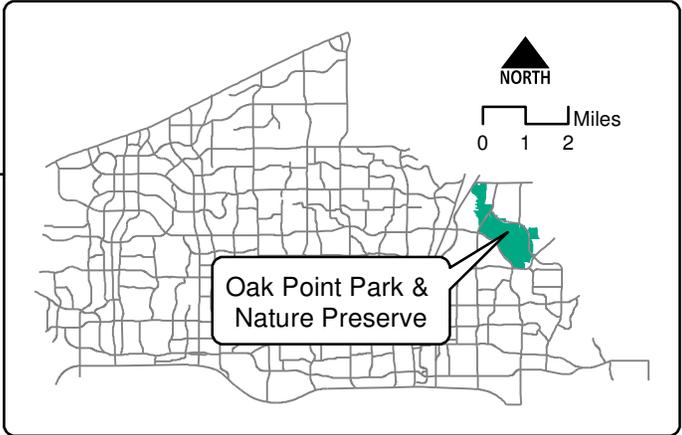
List of Supporting Documents:

Location Map

Landscape Architecture Services Agreement

Other Departments, Boards, Commissions or Agencies

Location Map



**OAK POINT PARK AND NATURE PRESERVE
HILLSIDE AND TRAIL IMPROVEMENTS**

PROJECT NO. 6398

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 **MESA DESIGN ASSOCIATES, 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 **OAK POINT PARK AND NATURE PRESERVE HILLSIDE AND TRAIL IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Parks Department
Attn: Robin Reeves
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:

Mesa Design Associates, Inc.
Attn: Fred Walters, Principal
1807 Ross Avenue, Suite 333
Dallas, TX 75201

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.

MESA DESIGN ASSOCIATES, INC.

A Texas Corporation

DATE:

12/2/13

BY:

Stan Cowan
Stan Cowan
PRESIDENT

CITY OF PLANO, TEXAS

DATE:

BY:

Bruce D. Glasscock
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of December, 2013, by **STAN COWAN, PRESIDENT** of **MESA DESIGN ASSOCIATES, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Karen Melaun
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

This proposal addresses construction of Oak Point Park and Nature Preserve Hillside and Trail Improvements. The proposal addresses the following construction program with an anticipated budget of approximately \$7 Million. MESA will be prime consultant and retain the services of sub-consultants for Architecture, Civil, Structural, and MEP Engineering, Survey, Geotechnical Survey, and Corps Permitting.

- Limited Demolition
- Grading
- Wet & Dry Utilities (site)
- Utilities (MEP)
- Project Identity Sign
- Parking/Drop-off areas (200-300 spaces)
- Limited Tree Survey
- Plaza and Pavilions
 - Large Pavilion (10,000 sf)
 - Secondary Pavilion (2,500 sf)
- Creative/Nature Playground
- Trail (length to be determined)
- Park road improvements
- Tree Mitigation (if needed)
- Restrooms
 - 2,500 sf each
- Site Lighting (Parking)
- Landscape and Irrigation
- Pond improvements
- Corps/404 Permitting (if needed)
- Well design (if needed)

PART ONE: SCHEMATIC DESIGN

Task One: Schematic Design

Upon approval of the preliminary master plan and cost projections, the Design/Planning team will prepare construction documents for the Oak Point Park and Nature Preserve Hillside and Trail Improvements development areas. MESA will prepare design sketches, plans, and exhibits as necessary to convey the design recommendations. Elements developed within this task correspond to the elements described above.

Product: At the conclusion of the schematic design phase, MESA will prepare sketches of site elements as necessary. Cost projections will be analyzed in relation to the budget.

Meetings: Two (2) city meetings.

Task Two: Site Plan submission:

MESA will prepare the necessary documents for submission of site plan of the project to the appropriate city departments (assumed to be Planning and Engineering). It is assumed that due to the nature of the project, approvals will be secured on first submission, platting will not be required, and that any site plan amendments will be addressed on the construction documents. Representation at Planning and Zoning or City Council (if needed) is assumed to be by city staff.

Product: Drawings for submission.

Meetings: As part of bi-weekly coordination. Appearance at public meetings will be billed as additional services.

Task Three: Pond Improvements

Working with the Civil Engineer, MESA will examine grading issues dealing with potential improvements to the pond along Old Morton Vale Road. Improvements to the pond will be evaluated as part of the Oak Point Park and Nature Preserve Hillside and Trail improvements along with implications for future phases yet to be determined. Specifically, this task includes preparation of conceptual grading plans (hand drawn) for initial review by Civil Engineer, as well as wetland delineation to determine what permitting will be required for the proposed expansion, if any. Upon review and comment of the design alternatives, MESA will prepare digital grading plans for distribution to the civil engineer. This task includes preparation of one (1) plan and revision subsequent to Client's and Engineer's input. Additional plans will be billed according to the hourly rate schedule. These digital plans will be used for accurate earthwork calculations and preliminary mass grading.

Product: Scale drawings for pricing input from qualified contractors and cost prioritization

Meetings: Two (2) meetings with city staff. Additional meetings will be billed hourly as additional service.

Task Four: Preliminary Cost Projection

MESA and the Design Team will prepare a preliminary cost projection for the Oak Point Park and Nature Preserve Hillside and Trail Improvements in the park. This projection will identify phasing and sources of funds for development of the park. Through this process, the Design/Planning Team and City of Plano Staff can identify a scope of work for the team to proceed with design development and construction documentation.

Product: The Design/Planning Team will provide the city staff cost projections that depict the facilities within the preliminary master plan. These projections will take into account phasing and grant opportunities for the park.

Meetings: Assumed as part of meeting agenda for other tasks. Additional meetings will be billed hourly as additional service.

PART TWO: DESIGN DEVELOPMENT**Task Five: Base Documents**

Using CAD files (existing hardscape features, utilities, and one-foot contours at a minimum) provided by the Surveyor (under separate contract to the City of Plano), MESA will prepare base map documents as necessary to perform the scope of work outlined in the following tasks. Additional fee may be required if CAD files provided to MESA are not adequate.

Product: All exhibits and submittal documents described above will be submitted with plan scale and number of copies in accordance with City requirements to be submitted at necessary deadline as established by the City/Client.

Meetings: Assumed as a topic at scheduled project coordination meetings.

Task Six: Bi-weekly Meetings and Coordination

MESA will perform the role of "prime consultant" for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as weekly schedule updates to be distributed via e-mail. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule.

Meetings: This task assumes 9 bi-weekly meetings during the design development phase, spanning approximately 3 months. Any unused time for this task will not be billed.

Task Seven: Design Development

After budgetary review and prioritization, MESA will finalize the design program with input from the Client and design team. Design development will deal with detailed and refined aspects of the landscape design such as materials and furnishings selection, budget refinement, and consultation with contractors about maintenance considerations and materials availability. These design documents and an accompanying refinement of the cost analysis will be presented to the Client for review and comment for final approval. MESA will meet with the construction superintendent and appropriate contractors to facilitate the most accurate cost projections possible at this phase of development.

As part of the overall quality control process, we propose a ½ day roundtable review of the design development package with appropriate city staff to identify issues to be addressed in the construction documents as far as products, procedures, and construction methods.

Product: MESA will provide refined plans and details as necessary to address construction issues within project scope. Drawings will depict function, forms, and materials in graphic styles necessary to illustrate issues. Cost projections will be analyzed in relation to budget.

Meetings: Covered under task Six. Additional meetings will be billed on an hourly basis as an additional service.

PART THREE: CONSTRUCTION DOCUMENTS

Task Eight: Construction Documents

Upon approval of the design development documents and cost projections, the Design/Planning Team will prepare construction documents for the Oak Point Park and Nature Preserve Hillside and Trail Improvements. The Design/Planning Team will prepare the construction documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

1. **MESA and the Design Team will prepare the following construction documents:**

- a. Civil documentation of park road and parking lot grading plans (MESA will provide civil with conceptual grading to be refined and input into final documents – MESA will provide review during final documentation process).
- b. Architectural design for two pavilions and two restroom buildings.
- c. MEP documentation of lighting plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process).
- d. Grading plans including Pond Improvements from Task Three.
- e. Layouts of trails, plazas, play areas and associated facilities, entrance signage walls and monuments.
- f. Layout of all park roads and parking lots.
- g. Grading of all trails, and pedestrian accessible facilities ensuring ADA and TDLR compliance.
- h. Construction details for all hardscape elements within project scope. Interpretive, way finding, and parking (handicap) signage will not be included within this scope. Additional fee will be required for the preparation of this material.
- i. Landscape Construction Plans
- j. Landscape Details & Plant List
- k. Irrigation Plans & Details
- l. Preparation of technical specifications that pertain to the aforementioned scope items.
- m. Tree mitigation plan, based on limited tree survey of Phase II project area.
- n. Erosion Control plans, Tree mitigation plans, and Demolition plans for existing structures, mainly fencing. Demolition plans are assumed to be diagrammatic in nature, any special permitting or remediation documents are not included in this scope of service.
- o. TDLR submittal and review. Estimated fee of \$1,500.00 (based on construction budget) is included in basic scope of services. Any additional fees will be charged as additional to this contract.

As part of the overall quality control process, we propose (2) ½ day roundtable reviews of the construction documents at 60% and 100% completion. The first review will focus on confirmation of the Design Development review and the second will address the plans coordination with the specifications and bid forms. These reviews will be with appropriate city staff to identify issues that may cause delays to issuing the bid package, permitting, and inspections.

Product: The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. Five sets 24" x 36", and five copies 11" X 17" review set at 50% progress for internal distribution.
2. Five sets 24" x 36", five copies 11" X 17" review set, and two sets of specifications at 95% progress.
3. Five copies 24" x 36" final set complete with professional stamps & two 8-1/2" x 11" sets of final specifications.

Meetings: Assumed as a topic at scheduled project coordination meetings.

PART FOUR: BIDDING

Task Nine: Bidding Assistance

The Design/Planning Team will assist the client in their implementation of the bidding process as follows:

1. Attend pre-bid meetings.
2. Answer questions and interpret drawings and specifications during the bidding period.
3. Prepare and distribute any required addendum.
4. Attend bid opening.
5. Provide review and analysis of the bids as submitted.
6. Plans will be distributed via BidSync. Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

Product: Successful contractor on budget with final construction scope ready for preparation of contracts by Client. Consultation with client to form strategies for bid alternates, if needed to maintain the aesthetic value, vision, and budget.

Meetings: Two (2) meetings outside of scheduled project coordination meetings.

PART FIVE: CONSTRUCTION ADMINISTRATION PHASE

Task Ten: Contract Administration / Construction Observation

The Design/Planning Team will support contract administration and construction observation services as they relate to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

1. Attend pre-construction meeting with selected contractor. This meeting will also coordinate scheduled visits to the site with the Superintendent and City of Plano project manager.

2. The Design/Planning Team will make site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. Site visits will be documented in field memos provided to the Client. These memos will generally describe The Design/Planning Team's response to issues identified by the Client and other issues that the team feels merit consideration by the Client.
3. The Design/Planning Team will clarify questions regarding the construction as the Client presents such questions, provide consultation and advice to the City, and prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
4. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
5. Tagging and inspection of plant materials (pre-delivery and on site) to assure conformance with the plans and specifications.
6. MESA will conduct a preliminary and final punch with contractor and city staff prior to substantial completion of project. Reports will be issued to city and contractor with field observations and required actions.

Product: Attendance at up to twenty-four (24) total site visits during the construction process with the Construction Superintendent or Client as requested. Site visits may be at critical points during construction at the decision of MESA. All field visits will be documented with a field report distributed to the client and the Construction Superintendent.

Meetings: None assumed outside of scheduled site visits.

Task Eleven: Park Board & City Council Meeting (Optional Service)

If requested by the city, the Design/Planning Team may present the phase I construction plans at a park board or city council meeting to inform the park board or council of the status of the master plan and provide an opportunity for those citizens affected most by the park to learn of its development.

Product: Attendance at two (2) public meetings, upon request.

Meetings: Additional meetings will be billed on an hourly basis as an additional service.

EXHIBIT "B"

Task One: Schematic Design	Initiation: Immediately upon execution of contract. Duration: 3-4 weeks.
Task Two: Platting Site Plan Submission	Initiation: Immediately upon conclusion of Task One. Duration: 1 week (revisions not included)
Task Three: Pond Improvements 1-2 weeks	Initiation: Concurrent with Task One. Duration:
Task Four: Preliminary Cost Projection Initiation: Midway through Task One.	Duration: 2-3 weeks
Task Five: Base Documents : Initiation: Immediately upon execution of contract	Duration: 1 week
Task Six: Bi-Weekly Meetings and Coordination Initiation: Concurrent with Task One.	Duration: 8-10 weeks.
Task Seven: Design Development Initiation: Conclusion of Tasks One, Three, and Four Staff Review Initiation: Midway through Task Seven.	Duration: 3-5 weeks Duration: 1-2 weeks
Task Eight: Construction Documents Initiation: Immediately upon conclusion of Task Seven. Staff Review Initiation: Midway through Task Eight.	Duration: 5-7 weeks Duration: 1-2 weeks
Task Nine: Bidding Assistance Initiation: Immediately upon conclusion of Task Eight. Staff Review Initiation: Immediately upon conclusion of Task Eight.	Duration: 3 weeks Duration: 2-3 weeks
Total Duration of Tasks One-Nine: This level of service achieves a selected bidder and initiation of construction.	21-29 weeks
Task Eleven: Park Board and City Council Meetings Initiation: As requested by City Staff.	Duration: T.B.D.
Task Ten: Contract Administration/Construction Observation Initiation: Immediately upon conclusion of Task Nine. This level of service is concurrent with estimated time of construction of one year.	Duration: 48 weeks
Total Project Duration, through completion of Oak Point Park and Nature Preserve Hillside and Trail Improvements:	69-77 weeks

EXHIBIT "C"

COST OF BASIC SERVICES

The above scope of services will be billed on a completion basis as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract.

	MESA Fees	Architect Fees	Civil Engineering Fees	MEP/ Structural	Acoustic Engineering
Task One: Schematic Design	\$47,750.00	\$24,420.00	\$5,500.00	\$6,945.00	\$2,500.00
Task Two: Site Plan Submission	\$500.00	0		0	
Task Three: Pond Improvements	\$16,800.00		\$86,450.00 incl. CLOMR & LOMR fees of \$9,700.00		
Task Four: Preliminary Cost Projection	\$9,600.00	\$2,960.00		\$2,000.00	0
Task Five: Base Documents	\$4,750.00		\$13,100.00		
Task Six: Bi-Weekly Meetings and Coordination	\$25,000.00	T.B.D.	\$12,500.00		
Task Seven: Design Development	\$72,600.00	\$32,560.00	\$25,000.00	\$11,575.00	\$15,000.00
Task Eight: Construction Documents	\$98,250.00	\$65,120.00	\$25,500.00 incl. SWPPP	\$20,835.00	
Task Nine: Bidding Assistance	\$10,600.00	\$8,140.00	4,000.00	\$2,315.00	
Task Ten: CA/CO	\$32,850.00	\$29,600.00	\$8,000.00	\$4,630.00	
		0			
Subtotal Total of Consultant's Fees:	\$318,700.00	\$162,800.00	\$180,050.00	\$48,300.00	\$17,500.00
		00		00	
Total Cost of Task One through Ten Services:	\$727,350.00				

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<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

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

Mesa Design Associates, Inc.

Name of Consultant

By:

Stan Cowan

Signature

STAN COWAN

Print Name

President

Title

12/2/13

Date

STATE OF TEXAS

§

COUNTY OF DALLAS

§

SUBSCRIBED AND SWORN TO before me this 2nd day of December, 2013.



Karen Melaun
Notary Public, State of Texas