

EXHIBIT "A"
SCOPE OF SERVICES



CITY OF ALLEN
MOLSEN FARM PARK

SUMMARY OF PROJECT

- A. Project consists of:
 - 1. Developing a Master Plan for a park based on an historical farm.
 - 2. Construction Documents and Construction Phase Services for the construction of a trailhead and trail connection to the existing regional trail. Proposed development will include passive recreation opportunities and natural amenities to fit the needs of the growing city.
- B. Consultant shall perform Basic Professional and Special Services for Phases of Project for which this Agreement applies. Services include, but are not limited to, civil, structural, mechanical, and electrical engineering services; surveying; environmental services; architectural; landscape architectural services, and irrigation design.
- C. For purposes of this Service Agreement and its Exhibits, the term "Engineer," where appropriate, shall be interchangeable with the terms "Landscape Architect," "Architect," or "Consultant." Parkhill | Schrickel Rollins is a firm composed of practicing planners, registered engineers, registered architects, and registered landscape architects. The firm does not represent itself solely as an Engineer nor solely as a practitioner of landscape architecture or architecture as defined in the applicable State of Texas registration laws.
- D. The following consumer information is required by the Landscape Architects Registration Law, Article 249c, VTCS: Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the above named Act. Their address and telephone number are: 8213 Shoal Creek Blvd., Suite 107; Austin, Texas 78758-7589; (512) 458-4126.
- E. Project Site: Project site is an area bounded by South Greenville Ave., Rowlett Creek, DART Railroad Right-of-Way, and Ridgemont Drive.

PART I

- A. Park Elements: Program of development shall include, but not be limited to, the following elements. It is understood that the cost of the total development will exceed the allocated funds for Project. Master Plan will focus on full development of the park, and will use the prior Molsen Farm Master Plan as a reference. Strategies for phasing and funding sources will be incorporated into the Plan.
 - 1. Park Elements
 - a. Historic farm setting

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- b. Public gathering areas
 - c. Demonstration gardens
 - d. Educational programs
 - e. Greenhouse and tree farm
 - f. Community garden
 - g. Farmers market
 - h. Prairie restoration
2. Facilities
- a. Restroom buildings (number depends on park layout).
 - b. Maintenance area
 - c. Administration office/support building
 - d. Large open-air pavilion or enclosed barn
 - e. Satellite shelters
 - f. Amphitheater
 - g. Playgrounds
 - h. Greenhouse(s)
3. Miscellaneous
- a. Recreational trails
 - b. Open space
 - c. Historical/heritage components
 - Reproduction historic structures
 - Themed architecture or elements
 - d. Security lighting
 - e. Tree plantings
 - f. Ponds (dam repair)
 - g. Natural areas
 - h. Picnic areas
4. Utilities
- a. Sewer connections
 - b. Water service, fire protection, and irrigation supply
 - c. Review of water well evaluation prepared previously by others.
 - d. Electrical distribution and controls
 - e. Irrigation control
 - f. Stormwater to meet applicable stormwater requirements
5. Park Roads, Parking, and Site Structures
- a. Park roads and drives
 - b. Vehicular crossings
 - c. Parking areas
- B. Park Master Planning Phase: Owner has established the general program elements as expressed by the citizens of Allen and staff, but is aware that the program elements may change through the master planning process. It is understood that previous studies have been done on this property by other consultants, and those studies will be used as reference materials. Additionally, the prior Molsen Farm Master Plan should be referenced as a foundational element setting the general direction of future park development. However, it is the Owner's intent that Consultant has the flexibility and creativity to provide a unique Plan with as many of the program elements as possible.

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1. Project Goals:
 - a. Develop a complete Master Plan for an agriculture history-based park which will provide facilities and passive/natural amenities that satisfy the needs of the citizens of Allen to improve the quality of life in the City.
 - b. Implement and enforce Project scope, criteria, and requirements for this Project in coordination with the City of Allen program and project managers.
 - c. Maximize Project budget in coordination with the City of Allen program and project managers.
 - d. Implement Project schedule and Project phasing in coordination with City of Allen program and project managers.
 - e. Implement a public outreach plan including stakeholders and public in the development and implementation of Project.

2. Services. Consultant will provide/perform the following Master Planning Phase Services:
 - a. Conduct reconnaissance of the park site (and surrounding parcels for context).
 - b. Analyze the capabilities and limitations of the park site and prepare descriptive graphics in a study of development feasibility.
 - c. Conduct a work session with City Staff to determine a Program of Development for the park site which includes the Elements referenced above in Part 1.A.
 - d. Gather stakeholder and public input (see meetings below for description).
 - e. Prepare conceptual park development plan alternatives in sketch form.
 - f. Prepare an Interpretive Plan that is coordinated with the development plan of the park and that establishes a theme, subthemes, and a story line and message to park visitors. Plan will include potential improvements, graphics, interpretive opportunities focused on nature, the agricultural history of North Central Texas and sustainability.
 - g. Conduct a visual review of the existing water well system. Provide recommendations for maintenance and replacement of existing equipment, potential viability of the well for future use, and any additional exploratory studies that may be needed. Provide recommendations for whether or not to use domestic water supply in lieu of or in addition to well.
 - h. Present the most viable plan alternatives in a work session with the staff for review and further development.
 - i. Prepare a first draft of the Master Plan for staff review and revisions prior to public presentations.
 - j. Prepare general opinions of probable cost and recommendations for construction phasing. Increments of development will correspond to park budget plans.
 - k. Present the final draft Master Plan, opinion of probable cost and phasing recommendations once each, to the Parks and Recreation Board, Community Development Corporation, and to the City Council.
 - l. Upon final approval and authorization to proceed, make final revisions to the Master Plan.

3. Instruments of Service. The following instruments of service will be provided by Consultant in completion of the Master Plan:
 - a. Color rendering of the Master Plan, size as needed.
 - b. Opinion of probable cost and recommended phasing.
 - c. Digital file of the Master Plan in format specified by City.
 - d. Printing costs for the items listed above shall be included in the lump sum fee. Additional printing shall be provided as an additional service.

4. Meetings:
 - a. Consultant will prepare for and attend one meeting with the Stakeholders, Owners, and public for the purpose of gathering input.

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- b. One presentation will be made each, to Parks and Recreation Board, Community Development Corporation, and City Council.
- c. In addition to the above, Consultant will attend a total of five (5) meetings with staff, including kick-off meeting. (Other staff meetings may occur before or after Advisory Committee and City Council meetings at no additional charge.)
- d. Additional meetings may be scheduled with additional compensation to Consultant, as mutually agreed to in writing in advance of any such meeting(s).
- e. City will be responsible for advertising all meetings, if needed. Consultant will prepare any materials for the advertising.
- f. City will be responsible for assembling and coordinating with Advisory Committee made up of representatives of Ad Hoc groups and other stakeholders, and deemed necessary by City.

PART II - BASE MAP AND SURVEYING

- A. While existing base information is sufficient for overall planning, it is not sufficient for detailed design and preparation of Construction Documents for improvements on site. A new Topographic Survey of the existing areas within Project limits of the Trailhead will be required (approximately 18 acres). The survey will identify one-foot contours, existing facilities, utilities, trees with 8-inch or greater caliper, boundary lines, and adjacent public streets and utilities (boundary survey to be supplied by City).

PART III - CONSTRUCTION DOCUMENTS PHASE 1 TRAILHEAD

- A. Scope:
 - 1. Drive Approach and Access Drive connecting to Greenville Avenue.
 - 2. Parking Lot: Development of a 25-car parking lot to serve the trailhead.
 - 3. Small Restroom Building with one or two toilets connected to City sewer and water service.
 - 4. Drinking fountain.
 - 5. Twelve-foot-wide trail connecting the parking lot to the Regional Trail.
 - 6. Utility extensions to serve Project: Electric, water, and other necessary utilities to serve the facility.
- B. Services: Consultant will provide/perform the following Construction Documents Phase Services.
 - 1. All Drawings and Details will be produced in AutoCAD in a version compatible with City of Allen licensed software. All Specifications will be produced in MS Word.
 - 2. Construction Documents. Phase deliverables shall include, but not be limited to:
 - a. Plan sheets illustrating plans, elevations, sections and details of construction.
 - b. Technical Specifications.
 - c. Graphic products in electronic file format (pdf).
 - 3. Review documents will be submitted to City at 50% and 90% completion.

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4. Construction Documents shall be submitted to City's Project Manager and to City of Allen Planning Department at the 90% completion state. Consultant to address up to two rounds of City comments.

PART IV - BIDDING PHASE – PHASE 1 - TRAILHEAD

- A. Services: Consultant will provide/perform the following Bidding Phase Services for Phase I.
 1. Answer questions from Bidders and prepare addenda as necessary.
 2. Review "or-equal" submittals from Contractor.
 3. Attend pre-bid meeting.
 4. Attend bid opening.
 5. Assist City in pre-qualification of Bidders.
 6. Assist City staff in a pre-construction conference, if needed.
 7. Consultant will provide all documents electronically to City who will upload the documents to an electronic distribution site.
 8. Consultant will register Project with Texas Department of Licensing and Registration (TDLR) for compliance with Texas Accessibility Standards (TAS). Review and inspection fees shall be paid for by Owner or reimbursed to Consultant. Registered Accessibility Specialist (RAS) shall be selected and/or approved by Owner.

PART V - CONTRACT ADMINISTRATION – PHASE 1 TRAILHEAD

- A. Services: Consultant will provide/perform the following Construction Administration Phase Services.
 1. Provide site observation visits appropriate to the stage and quality of Contractor's works in progress. Site observation visits shall be provided for the purpose of ascertaining for the City that the work is in substantial or general conformance with the Contract Documents and design intent. Generally, site observation visits will be made twice a month.
 - a. Should nonconforming or defective work be observed, Consultant will immediately inform City's representative that conforming or remedial action is required.
 - b. The number of site observation visits to be provided by Consultant at times in the judgment of the City's representative appropriate to the works, or as otherwise requested/directed by City, shall not exceed an aggregate total of 8 visits over the period of Contractor's construction contract.
 - c. On-site meetings shall be approximately twice a month.
 - d. Site observation visits provided by Consultant as necessary to correct errors or omissions or to clarify ambiguities in the plans will not accrue against the visits described above.
 2. Review shop Drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents. Provide Owner a binder (two copies) of all product submittals and/or cut sheets used on Project.

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3. Provide written responses to requests for information or clarification.
4. Recommend change orders, if required.
5. Assist the City in conducting the substantial completion and final completion observations.
- B. Consultant's Status During Construction: Consultant will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident hereto. Consultant will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Construction Documents. Consultant will not be responsible for any delays in the execution of the Work caused by Contractor.

PART VI - SPECIAL SERVICES

- A. Services: The services described below are optional and may or may not be required. Consultant will provide the following related services/products in addition to basic services as needed. Separate fees will be charged for each of the Special Services in addition to Basic Services. Services for each will only be performed upon written authorization by the City.
 1. Topographic Survey for design. While existing base information is sufficient for overall master planning, it is not sufficient for detailed schematic design and preparation of Construction Documents for improvements on site. At the appropriate time, a new topographic survey with a minimum contour interval of one foot will be required. The survey will show the property boundary, existing facilities, the utilities, trees with 8" caliper or greater, adjacent public streets or roads and other miscellaneous items. The survey should comply with standard City of Allen requirements. Trailhead shall include an area of approximately 18 acres.
 2. Plat Preparation. This property is currently unplatted. Prior to development of the first phase of Project, a plat may be required. The plat must conform to City of Allen requirements.
 3. Storm Water Pollution Prevention Plan (SWPPP). Services shall include preparation of the SWPPP document, Notice of Intent, and one initial inspection of the construction site. Continued monitoring and inspections shall be provided by the City or by others throughout the construction phase of Project.
 4. Record Drawings. Consultant will transfer information provided by Contractor on his mark-ups after construction is complete to AutoCAD file format. Digital files will be provided to the City with PDF.
 5. 3-D Animation of the Master Plan.
 6. Environmental Services. The following sections describe the environmental services that could be required on the entire area of site or selected areas of site.
 - a. Phase One Environmental Assessment

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PART VII - EXCLUSIONS

- A. The intent of this Scope of Services, Exhibit "A" is to include only the services specifically listed herein for this Project. Services specifically excluded from this scope of services include, but are not necessarily limited to, the following:
1. Geotechnical Investigation and Report. City will secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of Trailhead Improvements.
 2. Field surveying or production of related maps for purposes of determining off-site utility locations, or construction control and layout.
 3. Design of off-site utility services or drainage facilities to more than a distance of 100 feet from any boundary of Project site.
 4. Full-time or otherwise frequent and detailed inspection of Contractor's works in progress.
 5. Designs for trench safety.
 6. Signalization.
 7. Traffic Impact Analysis.
 8. Testing services during construction phase.
 9. Asbestos Abatement Survey.

PART VIII - REIMBURSABLE EXPENSES

- A. City will reimburse Consultant for the actual cost of the following:
1. Printing and reproductions of Construction Documents.
 2. Texas Department of Licensing and Regulation (TDLR) registration, review, and/or inspection fees.
 3. Travel expenses. (Travel expenses for meetings stipulated above are included in the Compensation. Travel expenses will only be charged for scope that is above and beyond the normal course of business and shall be approved in advance by the Owner.)
 4. Postage/delivery services.
 5. Other permits.

PART IX - ADDITIONAL SERVICES

- A. The following services are not included in this Agreement, but are available to City upon written authorized approval and mutual agreement:
1. If the budget is increased by more than ten (10%) percent or if Scope is increased beyond that listed previously, Professional Services required to include said changes shall be considered Additional Services, and compensation for Consultant's services shall be

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adjusted appropriately according to the magnitude of the change. Budget increases due to inflation or underestimation of costs will not be considered a change in scope, and will not be considered additional services. If the budget change is due to additional work being added to the scope, then additional compensation will be considered based upon the level of effort required by Consultant. All changes in service shall be agreed to in writing by both City and Consultant prior to any additional services being provided.

2. Assistance by Consultant to City in the resolution of construction-contract disputes between City and its Contractor, or Contract-related claims against City, are not a part of the scope of this Proposal. However, such services may be provided as Additional Services by separate agreement or amendment, as provided for herein, to this Agreement. This relates to issues that may be over and above those described in PART V – Contract Administration – Phase 1 Trailhead.
3. With the exception of services listed in PARTS I-VIII, services related to easements, permitting, platting, or re-platting required by City, or required by other governmental authorities for the construction of Project, will be provided by City, or provided by Consultant by separate agreement or amendment, as provided for herein, to this Agreement.
4. Development Services Review for park facilities not included in the scope of Phase I - Trailhead Project.
 - a. Additional renderings, models, or mock-ups requested by Owner.
 - b. Water Supply Study.
 - c. Regulatory Submittals and Reports outside City of Allen jurisdiction.
 - d. Easements/R.O.W. Documents and Field Surveying.
 - e. Hydraulics and Hydrology Studies or Flood Plain Reclamation Plans.
5. Additional Property Acquisitions: If additional properties are acquired and added to the park, adjustments to the professional services agreement may be required.

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FEE SCHEDULE

Park Master Plan

- | | | |
|----|--|----------|
| a. | Master Plan for park site | \$90,000 |
| b. | Interpretive Plan | \$17,500 |
| c. | 3-D Animation (Minimum charge for 30-second animation; additional time will be charged at a rate of \$300/second). | \$10,000 |

Subtotal Master Plan Services \$117,500

2. Phase 1 – Trailhead

- | | | |
|----|-----------------------------|----------|
| a. | Contract Documents | \$57,360 |
| b. | Bidding Administration | \$3,580 |
| c. | Construction Administration | \$19,750 |

Subtotal Phase 1 Services \$80,690

B. Special Services

- | | | |
|----|---|------------------|
| 1. | Topographic Survey (18 acres) | \$15,000 |
| 2. | SWPPP | \$3,500 |
| 3. | Record Drawings | \$2,500 |
| 4. | Plat Preparation Preliminary and Final (18 acres) | To be determined |
| 5. | Project Website (hourly labor rates) | Hourly as needed |

Total Related Services \$21,000

- Items 4 and 5 not included in total

C. Reimbursable Expenses (Allowance – not to exceed) \$3,000

D. Construction Documents, Bidding, and Construction Administration for the remainder of the site will be determined at the conclusion of the Master Plan and approved by City Council prior to commencement of any Work.

Additional Charges for Related Services such as Topographic Surveying, Boundary Survey, and Geotechnical Investigations may be required.

Total Fee \$222,190

City Obligations

The City will provide the following to the Consultant in the performance of the Project upon request:

- A. Provide existing data on file concerning the Project, if available.
- B. Provide available as-built Plans for existing facilities and utilities, if available.

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- C. Assist Consultant, as necessary, in obtaining any required data and information from local utility companies.
- D. Provide standard Details and Specifications in digital format.
- E. Assist Consultant by requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required. Exposure of utilities may require Subsurface Utility Engineering (SUE) as an additional service.
- F. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.
- G. Secure the services of an independent laboratory for Geotechnical Testing and Construction Phase Testing.
- H. Provide a Boundary Survey or metes and bounds property description for each of the four tracts of City-owned land that comprise Molsen Farm Park property.