

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and David C. Baldwin, Inc., a Texas corporation, doing business as DCBA Landscape Architecture (“Consultant”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in the design and development of Rolling Hills Park (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Consultant shall perform the services in connection with the Project as set forth in the Scope of Services. The Consultant shall perform the services: (i) with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

2.2 The City shall, prior to commencement of services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 Licenses. Consultant represents to City that Consultant possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Consultant's services pursuant to this Agreement.

2.4 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Consultant's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Consultant hereunder, all deliverables, materials and reports prepared by the Consultant in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Consultant shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Consultant as set forth in the Scope of Services.

Article III Schedule of Work

The Consultant agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for services that shows the names of the Consultant's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation

shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of “AS BUILT” drawings, or record drawings, as applicable.

4.2 Unless otherwise provided in the Scope of Services the Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant’s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Consultant to perform the services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Consultant shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Consultant:

Attn: David C. Baldwin, President
David C. Baldwin, Inc.,
dba DCBA Landscape Architecture
730 East Park Blvd, Suite 100
Plano, Texas 75074
972-509-1266 – telephone

6.10 Insurance.

- (a) Consultant shall, during the term hereof, maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Consultant pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage This policy shall be primary to any policy or policies carried by or available to the City and shall include products/completed operations coverage with a minimum aggregate limit of \$1,000,000.00 and Person and Advertising injury coverage with a minimum occurrence limit of \$1,000,000.00; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit for bodily injury and property damage; (iii) statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant’s employees

involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Consultant, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability, or provide a blanket additional insured endorsement; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, except 10 day notice of cancellation for non-payment of premium. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Consultant shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Consultant shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Consultant by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2019.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: Peter G. Smith
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2019.

**DAVID C. BALDWIN, INC.,
dba DCBA LANDSCAPE ARCHITECTURE**

By: _____
David C. Baldwin, President

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A



November 4, 2019

PROPOSAL for LANDSCAPE ARCHITECTURAL SERVICES for
ROLLING HILLS PARK
Phase 2 Landscape Architectural Services
ALLEN • TEXAS

This agreement is for landscape architectural design and consulting services by **DCBA LANDSCAPE ARCHITECTURE** (the Landscape Architect) for the **CITY OF ALLEN, TEXAS** (the Client).

1.0 SCOPE OF WORK

- 1.1 Work related to the modifications and expansion of an existing neighborhood park located at U.S 75 Service Road and Glenwick Place in Allen, Texas. This agreement is based on the approved Schematic Design included herein (Attachment A) dated 8/12/19 and Opinion of Probable Cost (Attachment A) dated 9/15/19. The Schematic Design and Opinion of Probable Cost are subject to refinement as the Phase 2 services progress.
- 1.2 Subconsultants for the project are as follows:

BASIC SERVICES

- **BW2 ENGINEERS** (the Civil Engineer)
- **JORDAN CONSULTING ENGINEERS INC.** (the Structural Engineer)
- **ENGINEERING ASSOCIATES** (the Electrical Engineer)
- **SETH HEIDMAN IRRIGATION DESIGN** (the Irrigation Designer)

ADDITIONAL SERVICES

- **BW2 ENGINEERS** (the Surveyor and Civil Engineer)
- **T.B.D.** (TDLR Plan and Construction Review)

730 EAST PARK BOULEVARD | SUITE 100 | PLANO, TX 75074 | TEL (972) 509-1266 | dcbadesign.com

EXHIBIT "A"

SCOPE OF SERVICES

1.3 BASIC SERVICES shall consist of:

- **Task 1: CONSTRUCTION DOCUMENTS**
- **Task 2: LIMITED BIDDING SERVICES**
- **Task 3: LIMITED CONSTRUCTION SERVICES**

1.4 ADDITIONAL SERVICES shall consist of:

- Boundary and Topographic Surveying Services
- Preliminary and Final Plat
- TDLR Review

2.0 TASK 1: CONSTRUCTION DOCUMENTS

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

- Site Plan preparation (for Planning Dept. approval)
- Demolition Plan including all existing hardscape and landscape to be removed. Included will be removal of Glenwick Drive section and existing water wells (per City of Allen specifications)
- Plans, Elevations, Sections, etc. as required to communicate construction means and methods
- Material call-outs and specifications
- Electrical service and engineering (sealed and signed by a licensed Texas engineer) for site lighting
- Irrigation design
- Erosion Control Plan, Stormwater Pollution Prevention Plan and site plan notations per the City of Allen Stormwater Quality Requirements

2.1 Specific program elements of the Construction Documents will include the following:

- Glenwick Drive abandonment and related details per City of Allen standards
- Pedestrian circulation including sidewalks, perimeter trail, etc.
- Retaining walls and/or limestone block retainage
- Dry stream and other surface drainage improvements
- Storm sewer renovation and additions per City of Allen standards
- Park sign
- Playground and associated details
- Shade structure (to be modified, enhanced standard design / not custom design)

EXHIBIT “A”
SCOPE OF SERVICES

- Multi-use court with goals and associated details
 - Sand volleyball court (to be bid as an alternate)
 - Perimeter security fence
 - Site furnishings included drinking fountain (with waste connection to sanitary sewer), benches, picnic tables, dog waste stations, trash receptacles, etc.)
 - Site lighting (limited to one downlight to be provided in shade structure)
 - Landscape improvements including incorporation of existing trees to be determined
 - Irrigation design, details, and specifications
- 2.1 Construction Documents shall be prepared in such a manner that the Client can receive competitive, “apples-to-apples” bids from contractors.
- 2.1 **TASK 1 MEETINGS** – During Task 1, the Landscape Architect shall attend the following meetings:
- Staff Meetings _____ 3 meetings
- 2.1 **TASK 1 DELIVERABLES:**
- Site plan required for Planning Department
 - Progress Construction Document drawing at 30%, 60%, and 90% levels
 - Detailed technical specifications
 - Bid forms
 - Meeting notes
- 3.0 **TASK 2: LIMITED BIDDING SERVICES** – Based on the approved Construction Documents, the Landscape Architect shall provide limited bidding services to include the following:
- Aid in preparation of landscape addenda items (if requested)
 - Answer questions and prepare clarifications during the bidding process
 - Review bids if requested
- 4.0 **TASK 3: LIMITED CONSTRUCTION SERVICES** – During construction, the Landscape Architect shall provide limited construction services to include the following:
- 4.1 The Landscape Architect shall review contractor’s shop drawings and submittals as requested.
- 4.2 The Landscape Architect shall provide the Client with a digital file of the Construction Documents in AutoCAD r2000.

EXHIBIT "A"

SCOPE OF SERVICES

5.0 ADDITIONAL SERVICES

5.1 ADDITIONAL SERVICE No. 1: Topographic Surveying Services

As a subconsultant to the Landscape Architect, BW2 will perform a detailed topographic survey of the subject project area (both the existing Rolling Hills Park and the additional 2.9+/- acre property) in accordance with instructions provided by the landscape architect. The topographic survey will include features such as curb and gutter, pavement edges, fire hydrants, driveways, power poles, guys, fences, natural ground elevations, drainage swales and inlets, landscaping, waters edge, etc., as needed to provide the detailed existing conditions survey of the subject project.

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 1998 and will be performed to the standards of the *TSPS Manual of Practice for Land Surveying in Texas*, Category 6, Condition I.

BW2 will provide the Landscape Architect with a topographic drawing in AutoCad format of the subject survey that will include contours at one-foot intervals.

5.2 ADDITIONAL SERVICE No. 2: Platting Services

5.2.1 The City will be incorporating an additional 2.9+/- acre property into the existing Rolling Hills Park. Consequently, a Replat will be required to combine the two properties into one lot, along with the required abandonment of a portion of Glenwick Drive. BW2 will perform the necessary services to complete a Replat of the two properties in accordance with the following services.

- Create a current deed plot of the platted properties and the surrounding properties and streets.
- Perform a field survey to locate and/or establish monuments marking the boundaries of the plat. This will be completed in accordance with the Standards of Practice established in the *TSPS Manual of Practice for Land Surveying in Texas*.
- Prepare a Replat for submittal to the City of Allen Planning Department (through the Parks and Recreation Dept.) for review and comments. Coordinate the limits of the Glenwick Drive abandonment with the Client and the City. The Replat will include a map view of the site and the appropriate legal description and signatory blocks.

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SCOPE OF SERVICES

- BW2 will respond to any comments by the Landscape Architect and the City with regard to the Replat document and resubmit as necessary.
- The Landscape Architect will not provide the processing steps related to the Preliminary and Final Plats such as Application, Staff review, Planning, and Zoning Commission, and filing of the plat except as noted.
- The Landscape Architect will not pay any of the fees associated with the platting
- Location of any proposed Lot lines, Block assignments, and streets and easements will be determined by the City.
- City of Allen will file the Final Plat with Collin County.

5.3 ADDITIONAL SERVICE No. 3: Texas Accessibility Standards (TAS) Plan and Construction Review

- 5.3.1 The Landscape Architect shall retain the services of a Registered Accessibility Specialist for plan review and filing fee.
- 5.3.2 Upon completion of construction, the Landscape Architect shall retain the services of a Registered Accessibility Specialist for inspection.

5.4 ADDITIONAL SERVICE No. 4: Additional Construction Services

- 5.4.1 The Landscape Architect and subconsultants as requested shall visit the site four (4) times during construction to clarify contractor questions regarding design intent or other construction related questions.
- 5.4.2 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 two (2) trips for this task.

6.0 FEES

- 6.1 For the **BASIC SERVICES** as described in 2.0 above), the Client agrees to pay the Landscape Architect a lump sum fee (including Reimbursable Expenses allowed listed below) of **one hundred three thousand four hundred thirty dollars and no cents (\$103,430.00)** to be billed monthly at a percentage of the work completed. The fee is broken down as follows:

TASK 1: Construction Documents	\$99,790.00
TASK 2: Limited Bidding Services	\$ 2,140.00
Reimbursable Expenses (allowance)	\$ 1,500.00

EXHIBIT "A"

SCOPE OF SERVICES

Note: The fee above excludes the Additional Services listed below and is also exclusive of the \$13,875.00 fee included in our agreement for Phase 1 Landscape Architectural Services dated April 12, 2018.

- 6.2 **REIMBURSABLE EXPENSES** – Estimated reimbursable allowance of \$1,500.00 is included in the Basic Services. Typical reimbursable expenses are as follows:

• Mileage	\$.535 / mile
• Large scale plotting & printing (B&W)	\$2.10 / S.F.
• Large scale plotting & printing (Color)	\$5.99 / S.F.
• 8.5" x 11" color print	\$2.50 / each
• 11" x 17" color print	\$5.00 / each

- 6.3 For the ADDITIONAL SERVICES as outlined under 3.0 above, the Client agrees to pay the Landscape a lump sum fee (including Reimbursable Expenses) to be billed monthly at a percentage of the work completed as follows:

• ADDITIONAL SERVICE No. 1 / Boundary and Topographic Surveying	\$7,015.00
• ADDITIONAL SERVICE No. 2 / Preliminary and Final Plat	\$3,350.00
• ADDITIONAL SERVICE No. 3 / Texas Accessibility Standards (TAS) Plan and Construction Review	\$1,598.00
• ADDITIONAL SERVICE No. 4 / Additional Construction Services	Hourly Max. \$5,370.00

- 6.4 Any minor changes involved after Construction Documents have been completed and approved will be charged as Additional Service on a time basis per the hourly rates listed below or at a fee mutually agreed upon by the Client and Landscape Architect.

- 6.5 In the event the Client wishes to proceed with bidding program elements exceeding the approved Opinion of Probable Cost defined in Exhibit C and for which these items may be included in the Design Development, Construction Documents, Bidding Services or Implementation Observation phase, the Landscape Architect will consider these elements Additional Services and will be charged on a time basis per hourly rates listed below or at a fee mutually agreed upon by the Client and Landscape Architect.

EXHIBIT "A"
SCOPE OF SERVICES

<u>DCBA Landscape Architecture</u>	<u>Hourly Rate</u>
Principal/Landscape Architect	\$190.00/hr.
Registered LA/Project Manager	\$135.00/hr.
Senior Landscape Designer	\$125.00/hr.
Junior Landscape Architect	\$115.00/hr.
Junior Landscape Designer	\$105.00/hr.
Technical	\$ 90.00/hr.
Clerical	\$ 65.00/hr.
 <u>BW2 Engineers</u>	 <u>Hourly Rate</u>
Principal	\$165.00/hr.
Project Manager	\$145.00/hr.
Project Engineer	\$145.00/hr.
Engineer in Training	\$95.00/hr.
CAD Technician	\$120.00/hr.
Technical Support	\$70.00/hr.
Registered Professional Land Surveyor	\$120.00/hr.
Survey Crew	\$125.00/hr.
Survey Technician	\$80.00/hr.
 <u>Engineering Associates</u>	 <u>Hourly Rate</u>
Principal	\$150.00/hr.
Project Manager	\$125.00/hr.
Engineer	\$100.00/hr.
Designer	\$85.00/hr.
CAD Technician	\$70.00/hr.
Word Processor	\$55.00/hr.
 <u>Seth Heidman Irrigation Design</u>	 <u>Hourly Rate</u>
Principal	\$115.00/hr.

EXHIBIT "A"

SCOPE OF SERVICES

- 6.6 **CHANGES TO WORK** – The Landscape Architect shall make revisions to work included in this agreement which has been completed but are necessary to correct any error by the Landscape Architect (when required to do so by the client). No additional compensation shall be paid for such work. If the Client finds it necessary to request changes to previously satisfactorily completed work or parts thereof, the Landscape Architect shall make such revisions if requested (as directed by the Client) and such services will be considered as additional work and paid for on an hourly basis or lump sum fee mutually agreed upon by the Client and Landscape Architect.
- 6.7 All fees are due and payable upon receipt at the office of **DCBA Landscape Architecture, 730 East Park Boulevard, Suite 100, Plano, Collin County, Texas 75074.**

7.0 **LIMITATIONS**

- 7.1 Basic Services and fees defined herein do not include:
- Professional artist perspective renderings
 - 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
 - Assistance, coordination, or preparation of materials for 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
 - Location of any proposed Lot lines, Block assignments, and streets and easements will be determined by the City
 - City of Allen will file the Final Plat with Collin County
 - 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 (by contractor)
 - Architect services
 - Traffic studies or traffic engineering

EXHIBIT "A"
SCOPE OF SERVICES

- Geotechnical soils engineering/testing including earthwork compaction criteria and pavement design
- Materials testing

8.0 GENERAL CONDITIONS (Refer to Attachment A)

9.0 STATEMENT OF JURISDICTION

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.

DCBA LANDSCAPE ARCHITECTURE



David C. Baldwin, President

Date: 11.4.19

EXHIBIT "A" SCOPE OF SERVICES



LARGE SHELTER W/ METAL ROOF



GARDEN PERGOLA



PLAYGROUND PLAY TOWER

