

Westwood

September 18, 2023 (Revised)
Project No.: 0039360.01

Mr. Garrett Smith

Park Project Manager

CITY OF MANSFIELD

1200 East Broad Street

Mansfield, Texas 76063

Re: Professional Landscape Architecture Services
McCLENDON PARK EAST - 2023
Mansfield, Tarrant County, Texas

Dear Mr. Smith:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project includes renovations to an existing park facility consisting of a new playground (5-12 unit) and shade structure, seating area with pavilion on +/- 0.55 acre of land located at 740 West Kimball Street in Mansfield, Texas. And renovation of an existing soft surface trail that connects McClendon Parks East & West.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D – Site Exhibit

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Dorothy J. Witmeyer, P.L.A.

DJW/aew
0039360.01R2

EXHIBIT 'A' – SCOPE OF SERVICES

McCLENDON PARK EAST - 2023

PROJECT DESCRIPTION:

It is our understanding the project includes renovations to an existing park facility consisting of a new playground (5-12 unit) and shade structure, seating area with pavilion on +/- 0.55 acre of land located at 740 West Kimball Street in Mansfield, Texas. And renovation of an existing soft surface trail that connects McClendon Parks East & West. (PROJECT).

BASIC SERVICES:

Assumptions & Exclusions

Below are shown the assumptions and qualifiers for the scope of work found herein.

1. Assumptions:

- Area of work is as shown in "Exhibit D" attached.
- The total project budget is \$600,000.00.
- Westwood will provide subconsultants, if requested, for Electrical Engineering and Structural Engineering support.
- It is Westwood's understanding that H&H Studies and/or coordination with the flood plain manager will be handled by the city. If services should be requested, they can be provided for an additional service.

2. Based on our understanding of the project, the following exclusions apply:

- Presentations, documents, or plans required for "Special Exceptions", Variances or Zoning changes required by the architectural or civil design solutions chosen by the City.
- Topographical survey of the site, or field identification or location of trees. The landscape architect assumes that the survey provided by the City will have the pertinent information.
- Environmental investigations, permitting services or cultural resource investigations and reports. These will be provided by the City.
- Any required off-site utilities or franchise utility design/coordination.
- Geo-technical report. It is assumed that any minor structures and their structural footings will be conservatively designed based on visual field investigation.
- Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
- Modifications to the floodway with associated permitting.

EXHIBIT A to Agreement between the
City of Mansfield, Texas ("Client") and
Westwood Professional Services, Inc.,
("Westwood") for Consulting Services

- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
- Platting services.
- Site Lighting.

A. Project Management

Staff from Westwood will attend meetings and/or presentations and coordinate with other team members and the owner during the design phase. Plans will be submitted as outlined for Owner review.

1. Included in this item:

- Team coordination meetings during the design phase of the project as follows:
 - Up to two (2) plan review meetings with the client at the 60% and 90% submittals.
 - Official plan review submittals as follows:
 - One (1) Conceptual Plan review submittal.
 - One (1) 60% plan review submittal.
 - One (1) 90% plan review submittal.
 - One (1) "For Bid/Permit" submittal.
 - One (1) "For Construction" submittal.

B. Conceptual Plan Phase – Park Facilities

Westwood will provide a conceptual plan for the new Park Facility program elements and structures and assist in determining improvement that meet the budget set forth.

1. Included in this item:

- Two (2) conceptual options in draft format for review by City.
- Color plan graphic of selected conceptual option.
- Opinion of Probable Construction Cost

C. Full Landscape Architecture Plan Services – Park Facilities

Westwood will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, pedestrian hand rails, exterior stairs and ramps, site furniture, fencing, mow curbs, landscape plantings, irrigation, shade structures and seat walls/retaining walls less than 36" in height.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

1. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Construction Documents: Plans to include tree protection/mitigation, layout, grading and drainage, erosion control plan, hardscape/amenities, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans, through NCTCOG standard specifications, City specifications, or Master-Spec supplemental documents as required.
- Coordination with Structural Engineer related to retaining wall footings, if requested.

D. Conceptual Plan Phase – Soft Surface Trail

Westwood will provide a conceptual plan for the 8' wide soft surface trail and assist in determining improvements that meet the budget set forth. It is assumed that the majority of the new trail will follow the same path as the existing and one creek crossing will be needed.

1. Included in this item:

- Two (2) conceptual options in draft format for review by City.
- Color plan graphic of selected conceptual option.
- Opinion of Probable Construction Cost

E. Full Landscape Architecture Plan Services - Soft Surface Trail

Westwood will provide a Landscape Architecture Design services for a soft surface trail that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, pedestrian handrails, ramps, mow curbs, landscape plantings, retaining walls less than 36" in height.

1. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Construction Documents: Plans to include tree protection/mitigation, layout, grading and drainage, erosion control plan, hardscape and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans, through NCTCOG standard specifications, City specifications, or Master-Spec supplemental documents as required.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

- F. TAS/TDLR Coordination
Westwood will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.
1. Included in this item:
 - One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
 2. Not included in this item:
 - Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
 - Site visits with the RAS for site inspection.
 - Fees for the review and inspection will be submitted as a reimbursable expense.

SPECIAL SERVICES:

- G. Structural Plan
Westwood will contract with a sub-consultant for the design of the structural components for the park facilities portion of the project as required. Plans will be signed and sealed by an Engineer licensed to perform work in the State of Texas.
- H. Electrical Engineering Plan
Westwood will contract with a sub-consultant for the design of the electrical components for the park facilities portion of the project as required. Plans will be signed and sealed by an Engineer licensed to perform work in the State of Texas.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Traffic and parking studies*
- *Demolition Plan*
- *Design of light pole bases, transformer or generator pads, pavers and/or site signage*
- *Design of any underfloor drainage systems or grading*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*
- *Way-finding signage on buildings or for vehicular circulation.*
- *Retaining wall design for walls over 36" in total height, or with surcharges.*
- *Vehicular Paving Plans*
- *Splash pad design*
- *Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

McCLENDON PARK EAST - 2023

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$61,800.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. Project Management	\$ 4,800.00
B. Conceptual Plan Phase – Park Facilities	\$ 3,500.00
C. Full Landscape Architecture Plan Services – Park Facilities	\$24,000.00
D. Conceptual Plan Phase – Soft Surface Trail	\$ 3,500.00
E. Full Landscape Architecture Plan Services -Soft Surface Trail	\$24,000.00
F. TAS/TDLR Coordination	<u>\$ 2,000.00</u>
TOTAL	\$61,800.00

Special Services (If Requested)

G. Structural Engineering	\$ 2,500.00
H. Electrical Engineering	\$ 5,800.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'

EXHIBIT D

