# Westwood

September 18, 2023 (Revised) Westwood No.: 0044412.00

Mr. Garett Smith Park Project Manager CITY OF MANSFIELD 1164 Matlock Road Mansfield, Texas 76063

#### Re: Professional Landscape Architecture Services **MANS BEST FIELD DOG PARK – PHASE II** Mansfield, Tarrant County, Texas

Dear Mr. Smith:

**Westwood Professional Services, Inc.** is pleased to submit this proposal to provide professional landscape architecture and civil engineering services relating to the referenced project. It is our understanding the project consists of updating the existing site master plan previously done by Westwood to include phase II layout/phasing and providing associated opinion of probable construction. Produce construction drawings for portions of the master plan with in a \$300,000.00 construction budget.

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 Project Limits of Work

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,

Wade C. Peterson, P.L.A., LEED®AP

DJW/aew 0044412.00R4

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

# EXHIBIT 'A' – SCOPE OF SERVICES

# MANS BEST FIELD DOG PARK PHASE II

#### PROJECT DESCRIPTION:

The project consists of master planning phase II site improvements with an associated Opinion of Probable Construction Costs, and full design services for construction.

#### **BASIC SERVICES:**

Landscape Architecture Assumptions And Exclusions Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

- Assumptions:
  - Anticipated project budget is \$300,000.00.
- Exclusions:
  - Presentations, documents, or plans required for "Special Exceptions", Variances or Zoning changes required by the architectural or civil design solutions chosen by the Owner.
  - Field identification or location of trees. The landscape architect assumes that the tree survey provided by the owner/civil will have the pertinent information.
  - Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
  - On-structure rooftop areas. These can be provided as an additional service as requested.
  - Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
  - Site signage and/or signs for buildings and vehicular circulation.
  - Site and/or ornamental lighting.
  - LEED pursuit.
  - Footings for shade structures.
  - Site walls over 36" height and/or retaining walls less than 36" height with significant surcharge.
  - Bid Documents
  - Construction Administration

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A. Detailed Master Plan Services – Phase II

The +/-10.30 Acre Dog Park Phase II has been through concept design alternatives, and a preferred alternative for the site has been selected. Westwood will provide a more detailed master plan for the items not included in the original construction project, pavilion, trail, dog wash station and pond access that will meet both the city's programming goals, as outlined below, and code requirements.

- Included in this item:
  - Conceptual Design
    - Develop up to one (1) detailed master plan concept for client review, selection, and coordination.
    - Develop rough order of magnitude cost estimate for the concepts to aid the client in selection of a preferred option and establishing a conceptual budget.
    - Following the client review of the concept it is understood that the owner will provide direction for the final concept. Westwood will make up to one (1) set of revisions to the concept to demonstrate the desired outcome of a 'Preferred Option.'
- Not included in this item:
  - 2d or 3d renderings or site modeling
  - Renderings considered for construction documents.
- B. Full Landscape Architecture Plan Services

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, selection and location of ornamental light fixtures, pedestrian hand rails, exterior stairs and ramps, site furniture, fencing, mow curbs, landscape plantings, irrigation, prefab shade structures and seat walls/retaining walls less than 36" in height.

- Included in this item:
  - Coordination of City review and approval of plans prepared as part of this item.
  - Up to three (3) team design meetings (including virtual and conference calls) to coordinate ground plane design elements.
  - Design Development: (60% Plans) One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Demolition Plan, one (1) Vegetation Reestablishment Plan, one (1) Irrigation Plan, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.
  - Construction Documents (90% and Final Plans): Plans to include layout, demolition, vegetation reestablishment, 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.
  - Coordination with the Civil Engineer to coordinate connections for water fountains
  - Coordination with Electrical Engineer to coordinate light pole locations.
- Not included in this item:
  - Way-finding signage on buildings or for vehicular circulation. Retaining wall design for walls over 36" in total height, or with surcharges.
  - Pool or water feature design
  - Vehicular pavement design and grading. Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
  - Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
  - LEED pursuit.
  - Green roofs or terraces over structure.

C. 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.

- 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.
- Not included in this item:
  - Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
  - Fees for the review and inspection will be submitted as a reimbursable expense.
- D. Civil Engineering Services (Final Design)
  - 1. Grading & Drainage Plan:

Westwood will prepare a Grading & Drainage plan for the project. This plan will show existing grades, proposed contours and spot elevations as required, and existing and proposed finished floor elevations.

- Included in this item:
  - Coordination of City review and approval of plans prepared as part of this item.
  - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
  - Preparation of a site Drainage Area Map that will define stormwater discharges and proposed drainage patterns for the site.
  - Design of on-site storm sewer, if required.
- Not included in this item:
  - Profiles for public and private systems.
  - Design of stormwater detention facilities.
  - Design of any off-site storm sewer or drainage improvements not described above.
  - Design of any underfloor drainage systems or grading, and the design of French drain systems around the building perimeters.
- 2. Erosion Control Plan: Westwood will prepare an Erosion Control Plan for the referenced project.

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- Included in this item:
  - Coordination of City review and approval of plans prepared as part of this item.
  - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
  - Location and construction details for erosion/sediment control devices to manage the discharge of Stormwater runoff from the site during construction activities.
- Not included in this item:
  - Services associated with filing of the "Notice of Intent" form (NOI) to the Texas Commission on Environmental Quality (TCEQ) for the proposed construction activities.
- 3. Water Plan:

Westwood will prepare plans for on-site water improvements including fountains and wash stations, meters, mains. These improvements will be designed from existing public mains located adjacent to the site.

- Included in this item:
  - Coordination of City review and approval of plans prepared as part of this item.
  - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Not included in this item:
  - Design of any off-site water improvements or extensions not described above.
  - Profiles of public or private systems.

## SPECIAL SERVICES (If Requested):

E. Sewer Plan

If requested, Westwood will prepare plans for on-site sanitary sewer improvements including manholes, cleanouts, mains, for dog wash stations. These improvements will be designed from existing public mains located adjacent to the site for dog wash stations.

- Included in this item:
  - Coordination of City review and approval of plans prepared as part of this item.
  - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Not included in this item:
  - Design of any off-site sanitary sewer improvements or extensions not described above.
  - Profiles for public and private systems.
- F. Electrical Plans:

Consultant will contract with a sub consultant to provide electrical engineering services as they relate to the paddock and trail lighting.

G. Structural Design:

Consultant will contract with a sub consultant to provide structural engineering services as they relate to the paddock and trail pedestrian light foundations.

END OF EXHIBIT 'A'

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

## EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

#### MANS BEST FIELD DOG PARK

#### **COMPENSATION:**

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$57,600.00 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 & Special Services	
A. Detailed Master Plan Services	\$ 7,200.00
B. Full Landscape Architecture Services	\$ 12,000.00
C. TAS/TDLR Coordination	\$ 2,000.00
D. Final Design	<u>\$ 25,000.00</u>
TOTAL	\$ 46,200.00
Special Services	
E. Sewer Plan (If Requested)	\$ 6,000.00
F. Electrical Plans (If Requested)	\$ 4,400.00
G. Structural Design (If Requested)	<u>\$ 1,000.00</u>
TOTAL	\$ 11,400.00
GRAND TOTAL	\$ 57,600.00

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

# 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
  - Commercial Automobile Liability (all scheduled auto, hired and nonowned 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'



# ArcGIS Web Map



5/8/2023, 1:43:20 PM	1:2,257
Current County Boundary (TxDOT)	0 0.01 0.03 0.06 mi
Parcels - Individual and Assemblages	0 0.03 0.05 0.1 km

Maxar, Microsoft