

Westwood

September 26, 2023
Project No.: 0046356.00

Ms. Toni Fisher

Planning & Development Director

CITY OF WILLOW PARK

120 El Chico Trail, Suite A
Willow Park, Texas 76087

Re: Professional Civil Engineering & Landscape Architecture Services
WILLOW PARK CITY HALL PARKING LOT
City of Willow Park, Parker County, Texas

Dear Ms. Fisher:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional civil engineering, and landscape architecture services relating to the referenced project. It is our understanding the project consists of a parking lot addition, approximately 45 new spaces, and landscape enhancement areas for Willow Park's recently purchased City Hall building. The site is approximately 2.8 acres, including the existing building and looped drive, located at 120 El Chico Trail.

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

- General Conditions of Agreement;
- 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/akb

EXHIBIT ‘A’ – SCOPE OF SERVICES

WILLOW PARK CITY HALL PARKING LOT

PROJECT DESCRIPTION:

The project consists of a parking lot addition, for approximately 45 new spaces, and landscape enhancement areas, which may include a small plaza, green space and enhanced plantings for Willow Park's recently purchased City Hall building. The site is approximately 2.8 acres, including the existing building and looped drive, located at 120 El Chico Trail. The project area can be seen in the attached Exhibit “D” (PROJECT).

LANDSCAPE ARCHITECTURE BASIC SERVICES:

Landscape Architecture Assumptions And Exclusions

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

1. Assumptions:

- Area of work is as shown in “Exhibit D” attached.
- Project budget is unknown.
- A digital site survey file will be provided by the Client for the design and construction of the project.

2. 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.
- Water feature design in excess of determining the shape in plan view. Detailed MEP design or structural basin requirements will be by others, or design-build consultant (hired by others) as coordinated with the landscape architect throughout the design.
- 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.
- LEED pursuit.
- Footings for shade structures.
- Site walls over 36” height and/or retaining walls less than 36” height with significant surcharge.
- Survey Services
- 3D modeling & 3D graphic renderings

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
- Conduct review meetings with the Client at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the Client.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, Westwood shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs.

B. Full Landscape Architecture Services

Westwood will provide Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane. Elements for this proposal include paving, selection and location of ornamental light fixtures, pedestrian hand rails (if required), exterior stairs and ramps (if required), site furniture, fencing, mow curbs, landscape plantings, irrigation, shade structures and seat walls/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.
- Concept Design: Two (2) concept options submitted for client review and coordination. To include plan rendering and image board for each concept only. Following a presentation of the concepts, Client comments will be incorporated into the Schematic Design.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- Schematic Design: One (1) schematic option submitted for client review and coordination. One (1) board depicting critical sections, or elevations of the design necessary to demonstrate design intent. Following team review, one (1) revision of the Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided.
- Design Development (60% Plans): Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Planting Plan for site plan approvals, 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% & Final Plans): Plans to include demolition, layout, 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.
- SWPPP Coordination with the Owner and Contractor to ensure that the NOI and NOT forms are filled out and submitted to the appropriate agencies.
- Coordination with the Civil Engineer to connect landscape drainage structures and features into the overall site drainage plan (if required).
- Coordination with Electrical Engineer related to ornamental light fixtures.

C. 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.
- Fees for the review and inspection will be submitted as a reimbursable expense.

D. Landscape Limited Bid Services:

Westwood will provide limited bid phase services related to the work shown in the plans.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- E. Landscape Construction Administration:
Westwood will provide limited Construction Administration services related to the work shown on the Landscape Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Layout, Plating or Irrigation Plans provided by Westwood. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

At the Client’s request, a representative will attend up to two (2) Owner/Architect/Contractor (OAC) project coordination meetings during construction.

At the request of the Owner, Westwood will visit the site at critical junctures during the course of site construction up to three (3) times. Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection. Please note the following:

- Westwood shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Westwood have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Westwood neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- Westwood shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Westwood shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Westwood’s employees and representatives shall comply with the specific applicable requirements of the Contractor’s and Owner’s safety programs of which Westwood has been informed in writing.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

CIVIL BASIC SERVICES:

- F. Full Civil Engineering Paving & Drainage Design
Westwood will provide Civil Engineering design services that include a paving plan, grading plan, existing drainage area map, and proposed drainage area map.
1. Included in this item:
- Coordination of City review and approval of plans prepared as part of this item.
 - Schematic Design: One (1) schematic grading and paving plan based on the Owner approved concept plan. Schematic Grading and Paving plans will show general site drainage patterns and anticipated paving sections based on a Geotechnical report provided by the Owner. Civil Engineer will assist the Landscape Architect in generating civil costs and quantities for the opinion of probable construction cost.
 - Design Development Plan (60% Plans): Plans to included one (1) Paving Plan with paving recommendations based on a geotechnical report provided by the Owner, one (1) grading plan showing existing and proposed grades, one (1) existing drainage area map showing existing drainage patterns, one (1) proposed drainage area map showing proposed drainage flows and patterns. Dimensional Control plans will be provided by the Landscape Architect. Civil Engineer will assist the Landscape Architect in generating civil costs and quantities for the opinion of probable construction cost.
 - Construction Documents (90% & Final Plans): Plans to included one (1) Paving Plan with paving recommendations based on a geotechnical report provided by the Owner, one (1) grading plan showing existing and proposed grades, one (1) existing drainage area map showing existing drainage patterns, one (1) proposed drainage area map showing proposed drainage flows and patterns. Dimensional Control plans will be provided by the Landscape Architect. All plans will be 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 Civil Engineering plans.
- G. Civil Limited Bid Services
Westwood will provide limited bid phase services related to the civil work shown on the plans.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

Westwood will support the bid phase of the project as follows.

1. Bid Advertisement:

- Westwood shall prepare and submit to Client a draft Bid Advertisement for publishing by the Client.

H. Construction Administration

Westwood will be available to attend up to one (1) project coordination meeting (including conference calls) during construction.

1. Meetings could include:

- Pre-Bid Conference.
- Pre-Construction Conference.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.
- Visits to the construction-site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Westwood will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Those submittals could include Contractor’s Application for Partial Payment and Final Payment, shop drawings, product data, mix design, etc. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- Westwood shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Westwood have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Westwood neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- Westwood shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Westwood shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Westwood's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Westwood has been informed in writing.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- I. **Geotechnical Investigation**
Westwood will provide a Geotechnical Investigation for the project. The investigation will be performed by a Licensed Geotechnical Engineer. This item will include a report that will provide site information and recommendations for pavement and foundation designs.
- J. **Direct Expenses**
1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.
- K. **Site Utilities Plan**
Westwood will prepare plans for on-site water and sanitary sewer improvements for a proposed decorative landscape fountain. These improvements will be designed from existing public mains located adjacent to the site to a point 5-feet outside the proposed building.
1. Included in this item:
- Coordination with the respective City/Utility provider and Landscape Architect to ensure size and connections points are appropriately located.
 - Coordination of City review and approval of plans prepared.
 - One (1) revision to the plan to reflect site plan changes as a result of City, Owner or Architect comments.
2. Not included in this item:
- Design of any off-site utility improvements or extensions not describe above.
 - Profiles
- L. Westwood will contract with a sub consultant to provide electrical engineering services as they relate to site lighting. Lighting types may include, Parking Lot, Pedestrian and GCFI outlets.
- M. Westwood will contract with a sub consultant to provide limited structural engineering services as they relate to the site lighting listed above.

EXHIBIT A to Agreement between the City of Willow Park, 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
- Retaining wall design over 36" in height or with surcharges
- Design of screening walls, transformer or generator pads, pavers and/or site signage
- Design of any underfloor drainage systems or grading
- Design of french drain systems around the building perimeters
- Signage Plan
- Off-site roadway, drainage, and utility extensions/improvements
- LEED pursuit
- Construction staking
- TxDOT Coordination
- TxDOT Swale modifications, hydrologic, or hydraulic modeling
- Coordination of overhead electric relocation
- Public or Private storm Drain Design
- Traffic Studies
- Public Roadway Improvements, deceleration lanes, or acceleration lanes

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

WILLOW PARK CITY HALL PARKING LOT

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$72,600.00 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. Project Management, Coordination & Permitting	\$ 8,000.00
B. Full Landscape Architecture Services	\$22,000.00
C. TDLR Coordination	\$ 2,000.00
D. Landscape Architecture Bid Phase	\$ 2,400.00
E. Landscape Architecture Construction Administration	\$ 4,200.00
F. Civil Engineering Services	\$22,000.00
G. Civil Bid Phase Services	\$ 1,000.00
H. Civil Construction Administration	\$ 3,000.00
I. Geotechnical Engineering	\$ 6,000.00
J. Direct Expenses (Not to Exceed)	<u>\$ 2,000.00</u>
TOTAL	\$72,600.00

If Requested:

K. Utilities Plan	\$ 8,000.00
L. Electrical Engineering	\$ 5,000.00
M. Structural Engineering	\$ 3,000.00

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 Willow Park, 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
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

Willow Park City Hall

Legend

Limits of project site

Limits of new parking lot and landscape improvements

Google Earth

Interstate 20 Frontage Rd

300 ft

