



EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE CITY

CITY OF MCKINNEY Tennis Center Expansion at Gabe Nesbitt Park

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

- A. Provide any existing data the City has on file concerning the Project, if available.
- B. Provide any available as-built plans for existing facilities, if available.
- C. Provide any available as-built plans for existing water and sanitary sewer mains, if available.
- D. Assist the Consultant, as necessary, in obtaining any required data and information from local utility companies.
- E. Provide standard details and specifications in digital format.
- F. Assist the Consultant by requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.
- G. 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.
- H. The City will secure the services of an independent laboratory for Construction Phase Testing.
- I. Boundary Survey or existing plat of the property.
- J. The City will provide inspection services and construction materials testing services, but not project observation and construction administration services.
- K. The City will be responsible for advertising of all Public Meetings and for providing meeting facilities.



EXHIBIT B

SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT

CITY OF MCKINNEY Tennis Center Expansion at Gabe Nesbitt Park

SUMMARY OF PROJECT

- A. This project consists of Concept Planning, Design Development, Construction Documents, and Construction Administration for the development of a portion of Gabe Nesbitt Park. The proposed development will include:
1. The project will include phases and will contain various facilities identified on the current Gabe Nesbitt Community Park Master Plan. The project will be located at 3253 Alma Road. Gabe Nesbitt Community Park is 157 acres. The existing court facility was completed in 2012 and consist of an approximately 3600 square foot tennis pro shop, 10 lighted tennis courts and 1 lighted premier court.
 2. This project is primarily focused on expansion of the existing center and the southern sector of the park. The expansion shall include the additional tennis courts, associated parking, utilities, and landscaping. Additional design of various park needs included in the Gabe Nesbitt master plan may be added to the project.
- B. The Consultant shall perform for the City the Basic Professional Services and Special Services for the phases of the Project to which this agreement applies. Services include, but are not limited to, professional consultation and advice and furnishing civil, structural, mechanical, and electrical engineering services; surveying; architectural; landscape architectural services; geotechnical investigation and irrigation.
- C. The project budget for the Park Development including Professional Services, to which the Design Development Phase Services and Construction Documents Phase Services will be coordinated by the Consultant, will not exceed the sum of \$7,000,000, including fees for professional services and expenses unless amended by the City.
- D. For purposes of this Service Agreement and its Exhibits, the term "Engineer," where appropriate, shall be interchangeable with the terms "Landscape Architect" or "Architect" or "Consultant." Schrickel, Rollins and Associates, Inc., 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.
- E. The following consumer information is required by the Landscape Architects Registration Law, Article 249c, VTCS: The 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.



PART I - ELEMENTS

- A. The program of development shall include, but not be limited to, the following elements. It is understood that elements may be omitted in order to meet the project budget with approval by the City.
1. Tennis Complex Expansion
 - a. 9-13 additional courts
 - b. Additional restrooms (2)
 - c. Additional storage
 - d. Practice wall
 - e. Shaded bleacher areas
 - f. Sports lighting
 - g. Group pavilions
 2. Miscellaneous
 - a. Removal of existing facilities as needed
 - b. Earthwork and grading
 - c. Security and parking lot lighting
 - d. Landscape plantings
 - e. Site furnishings: bleachers, drinking fountains, litter receptacles, signage
 - f. Erosion control
 - g. Irrigation system
 - h. Recreational trails
 - i. Soccer practice fields
 - j. Repurposing of xeriscape garden area
 - k. Maintenance equipment storage area
 3. Utilities
 - a. Sewer connections
 - b. Water service
 - c. Electrical distribution and controls
 - d. Telephone service
 - e. Irrigation control
 - f. Stormwater to meet applicable stormwater requirements
 4. Branding/graphics for signage throughout the park (wayfinding, mile markers, maps, etc.)

PART II - BASE MAP AND SURVEYING

- A. While existing base information would be sufficient for overall planning, it is not sufficient for detailed design and preparation of construction drawings for improvements on site. A new topographic survey of the existing areas within the project limits will be required. The survey will identify one foot contours, existing facilities, utilities and trees with 3" or greater caliper, boundary lines, and adjacent public streets and utilities (boundary and topographic surveys to be supplied by City).



PART III - CONCEPT PLANNING PHASE

- A. General. The City has established the program elements and a Master Plan for the entire park. This phase will serve as a continuation of that effort. The City is aware that the program elements may change through the concept planning process. However, it is the City's intent that the Consultant have the flexibility and creativity to provide as many of the program elements as possible. The City shall cooperate with the Consultant to achieve a final program based on conceptual design that meets the project budget or can be easily constructed in phases.
- B. Services. Consultant will provide/perform the following Concept Planning Phase Services:
1. Conduct reconnaissance of the site and prepare graphics of findings.
 2. Analyze the capabilities and limitations of the site and prepare descriptive graphics in a study of development feasibility.
 3. Conduct work sessions with City's staff to review a Program of Development and existing Master Plan for the site which includes the "Elements" referenced above.
 4. Prepare conceptual development plan alternatives in sketch form.
 5. Present the most viable plan alternatives in a work session with the Staff for review and further development. The Consultant will provide alternatives as requested by the City until a solution has been accepted by the City.
 6. Prepare a first draft of the concept plan for staff review and revisions prior to public presentations.
 7. Prepare general opinions of probable cost and recommendations for construction phasing. Increments of development will correspond to park budget plans.
 8. Present the final draft Concept Plan, opinions of probable cost and phasing recommendations once to the City.
 9. Upon final approval and authorization to proceed, make final revisions to the Concept Plan.
- C. Products. The following products will be provided by the Consultant to the City in completion of the Concept Plan.
1. A refined line drawing of the final approved plan suitable for public display. A reproducible copy on a 24" x 36" sheet will be furnished to the City.
 2. A colored rendering of the 24" x 36" Concept Plan mounted on a foam board.
 3. A brief report containing the Program of Development, description of the planning process, and other pertinent narrative.
 4. A digital file copy of the Concept Plan in a format specified by the City.
- D. Meetings:
1. The Landscape Architect will attend a total of four (4) meetings with staff, including kick-off meeting. (Other staff/Landscape Architect meetings may occur before or after board and commission meetings at no additional charge.)
 2. The Consultant will present the Concept Plan in three separate meetings to the Parks Board MCDC and City Council in a workshop regularly scheduled meeting.
 3. One public meeting with adjacent residents.
 4. Additional meetings may be scheduled with additional compensation to the Consultant, as mutually agreed to in writing in advance of any such meeting(s).
 5. The City will be responsible for advertising all meetings, if needed.



PART IV - DESIGN DEVELOPMENT PHASE

- A. Services. Consultant will provide/perform the following Design Development Phase Services:
1. Based upon the approved Concept Planning Documents and adjustments authorized by the City in the program, schedule, or project design budget, the Consultant shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project with regard to site, architectural, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Design Development Phase deliverables shall include, but not be limited to, the following:
 - a) Plan views in appropriate scale
 - b) Sections where appropriate
 - c) Floor plans and elevations where appropriate
 - d) Typical details (architectural and structural)
 - e) Preliminary mechanical schematic and design loads
 - f) Preliminary electrical schematic with design loads
 - g) Preliminary utility schematics
 - h) Preliminary drainage plans
 - i) Informal plan submittals via email throughout process for review/comment by City.
 - j) Tree survey/preservation plan showing all trees 6" caliper or greater.
 2. Coordinate with appropriate governmental authorities and provide information requested for compliance with applicable codes, ordinances, and laws. If necessary, make revisions necessary to obtain compliance or approval.
 3. Consultant shall submit informal plans to City via email throughout the process for review/comment by the City.
 4. Submit five sets of the above plans and opinions of probable cost of construction to the City for review.
 5. Meet with the City to discuss plans and opinions of probable cost of construction.
 6. Distribute the plans to local utility companies, if necessary, to obtain information regarding impacts to their facilities. Consider how impacts may affect the project cost.
 7. The Consultant will prepare for and attend one meeting with the tennis association to review the Design Development Documents.
 8. The Consultant will submit the Design Development Documents to the City of McKinney DRC Committee for preliminary review.
 - a) Concept Plan
 - b) Landscape plan
 - c) Preliminary utility plan
 - d) Preliminary drainage plan
 - e) Tree preservation plan
 - f) Formal submittal shall be digital files
 9. Design Development phase shall be considered 30% completion of Construction Documents.

PART V - CONSTRUCTION DOCUMENTS PHASE

- A. Services. Consultant will provide/perform the following Construction Documents Phase Services:
1. All drawings and details will be produced in *AutoCAD*. All specifications will be produced in *WordPerfect* or *Word*.



2. Based upon the approved Design Development Documents and further adjustments in the scope or quality of the Project or in the project design budget authorized by the City, the Consultant shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include, but not be limited to these contract documents:
 - a) Plan sheets illustrating plans, elevations, sections and details of construction.
 - b) Technical specifications.
 - c) Provide graphic products in electronic file format (pdf).
3. Design shall meet all applicable City of McKinney Design and Construction Standards, Procedures and applicable state regulations.
4. If it is to the Owner's advantage, Construction Documents will be prepared to allow bidding of two or more separate and distinct bid packages.
5. Review documents will be submitted to the City at 60% and 90% completion.
6. Construction documents shall be submitted to the City of McKinney DRC Committee at the 90% completion stage.

PART VI - BIDDING PHASE

- A. Services. Consultant will provide/perform the following Bidding Phase Services.
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 the City in pre-qualification of bidders.
 6. Assist the City staff in a pre-construction conference.
 7. Plan distribution shall be provided by Consultant. Printing costs will be covered by a non-refundable deposit charged to the bidders. Digital copies of bid documents will also be provided.

PART VII - CONTRACT ADMINISTRATION PHASE

- A. Services. Consultant will provide/perform the following Construction Administration Phase Services:
1. Provide site observation visits appropriate to the stage and quality of the 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, the Consultant will endeavor to immediately inform the City's representative that conforming or remedial action is required.
 - b) The number of site observation visits to be provided by a representative of the Consultant at times in the judgment of the City's representative appropriate to the works, or as otherwise requested/directed by the City, shall not exceed an aggregate total of 20 visits over the period of the Contractor's construction contract.
 - c) On-site meetings shall be approximately twice a month.
 - d) Site observation visits provided by the Consultant as necessary to correct errors or omissions or to clarify ambiguities in the plans will not accrue against the visits described in Part VI - A.1.(b) above.
 2. Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents. Provide the Owner a binder (two copies) of all product submittals and/or cut sheets used on the project.
 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.
6. Assist the City with close out procedures.

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 the Contractor.

PART VIII - OTHER RELATED SERVICES

- A. Services. Consultant will provide the following related services/products as a part of basic services:
1. Topographic Surveying. A topographic survey of the existing areas within the project areas will be required for preparation of Construction Documents. The survey will identify one foot contours, existing facilities, utilities and trees with 3" or greater caliper, boundary lines, and adjacent public streets (both sides) and utilities. The survey will be provided in State Plain Coordinates NAD 83 format and tied to City of McKinney datum. The survey area will be approximately 35 acres.
 2. Geotechnical Investigation and Report. The Consultant 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 building foundations, paving, light pole foundations, shade structures, etc.
 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 the project.
 4. Record Drawings. Consultant will transfer information provided by the Contractor on his mark-ups after construction is complete to AutoCAD file format. Digital files will be provided to the City.

PART IX - 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. Preparation of Plats or Boundary Survey documents.
 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 the project site.
 4. Environmental impact statements, assessments, or permits.
 5. Traffic engineering reports or studies.
 6. Hydraulics and hydrology, flood studies or floodplain reclamation plans.
 7. Full-time or otherwise frequent and detailed inspection of the Contractor's works in progress.
 8. Designs for trench safety.
 9. Archaeological survey.
 10. Quality control and testing services during construction.



PART X - REIMBURSABLE EXPENSES

The City will reimburse the consultant for the actual cost of the following:

1. Printing requested for City's purposes
2. Travel expenses outside of the DFW area.
3. Postage/delivery services.
4. Texas Department of Licensing and Regulation (TDLR) review and/or inspection fees.
5. Other permits.

PART XI - ADDITIONAL SERVICES

The following services are not included in this Agreement but are available to the City upon written authorized approval and mutual agreement:

- A. If the budget is increased by more than ten (10%) or if the scope is increased beyond that listed previously, Professional Services required to include said changes shall be considered Additional Services, and compensation for the Consultant's services shall be adjusted appropriately according to the magnitude of the change. All changes in service shall be agreed to in writing by both the City and the Consultant prior to any additional services being provided.
- B. Assistance by the Consultant to the City in the resolution of construction-contract disputes between the City and its contractor, or contract-related claims against the 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.
- C. With the exception of services listed in Parts I-VIII, services related to easements, permitting, platting or re-platting required by the City or required by other governmental authorities for the construction of the Project, will be provided by the City, or provided by the Consultant by separate agreement or amendment, as provided for herein, to this Agreement..
- D. Renderings, models or mock-ups requested by the Owner.
- E. Cost estimating consulting services.
- F. Project website.
- G. Easements/R.O.W. documents and field surveying.



EXHIBIT C

PROPOSED SCHEDULE

**CITY OF MCKINNEY
Tennis Center Expansion**

Stage of Services	Cal. days to Complete	Weeks to Complete	Projected Completion Date
Authorization from City to Proceed with Project			Tuesday, January 05, 2016
Topographic Survey	42	6	Tuesday, February 16, 2016
Site Planning Phase (using aerial site data)	52	8	Friday, February 26, 2016
Public Meeting with Residents			TBD - To Be Determined
Park Board Meeting			TBD
MCDC Meeting			TBD
City Council Meeting			TBD
Design Development Phase (30% Review)	45	5	Monday, April 11, 2016
City Review of DD	14	2	Monday, April 25, 2016
Construction Documents Phase			
60% Submittal	45	4	Thursday, June 09, 2016
60% Review	11	1.5	Monday, June 20, 2016
90% Submittal	30	4	Wednesday, July 20, 2016
90% Review	14	1.5	Wednesday, August 03, 2016
Final Review Submittal for Building Permit	35	5	Wednesday, September 07, 2016
Corrections after Permit Review	7	1	Wednesday, September 14, 2016
Bidding Phase			
Send documents to Printer	1		Thursday, September 15, 2016
Printing	4	0.5	Monday, September 19, 2016
Advertisement for Bids	2	0	Wednesday, September 21, 2016
Advertisement for Bids	7	1	Wednesday, September 28, 2016
Bid Opening	28	4	Wednesday, October 26, 2016
City Council Meeting to Approve Bids	20	1	Tuesday, November 15, 2016
City Approve and Execute Contract	28	4	Tuesday, December 13, 2016
Construction Phase			
Begin Construction	30		Thursday, January 12, 2017
Complete Construction	365		Friday, January 12, 2018



EXHIBIT D

FEE SCHEDULE

**CITY OF MCKINNEY
Tennis Center Expansion**

A.	Basic Professional Planning and Design Services		
	1. Concept Planning (includes four public meetings)	\$	60,000
	2. Design Development	\$	75,500
	3. Contract Documents	\$	269,500
	4. Bidding Administration	\$	24,500
	5. Construction Administration	\$	73,500
	6. Total Basic Services	\$	503,000
B.	Other Related Services		
	1. Topographic Survey (approx. 40 acres)	\$	16,500
	2. SWPPP	\$	3,500
	3. Record Drawings	\$	7,500
	4. Geotechnical Investigation	\$	13,800
	5. Total	\$	41,300
C.	Total Professional Services	\$	544,300
D.	Reimbursable Expenses (Allowance - not to exceed)	\$	<u>5,000</u>
E.	Total Fees and Services	\$	549,300



EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

CITY OF MCKINNEY

Tennis Center Expansion at Gabe Nesbitt Park