



Architecture
Interiors
Master Planning
Project Management

January 26, 2016

Mack Borchardt
Special Assistant to the City Manager
City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, Texas 75034

**Re: Frisco Police Department
Parking Garage**

Dear Mack:

Alliance Architects, Inc. (AAI) is pleased to present this proposal for Architectural and Engineering services for the above referenced project.

PROJECT DESCRIPTION

1.0 PROJECT DESCRIPTION

The scope of the project is for an elevated parking structure to the north of the existing building to accommodate approximately 83 cars on the upper level. The ground level will accommodate approximately 108 cars in 9' by 20' spaces or 98 cars in 10' by 20' spaces. The plan shall accommodate horizontal expansion, vertical expansion, and second level cover options. These options shall be documented for future design. The actual design of the expansion and/or second level cover is not included. The construction budget is approximately \$2,465,505.00. Associated re-work of the existing surface parking within the area of the parking structure is also included. The project has a requirement for covering some larger vehicles with a clearance of 14 feet. This will either be accomplished by providing 14 feet clear at the lower level of the garage or with a separate structure that provides coverage for two 40' long and four 30' long specialty vehicles. Alliance will work with the City of Frisco to determine, based on cost and other factors, whether the garage will be cast in place or precast.

This proposal will include Architectural Services, Civil Engineering, Structural Engineering, and MEP Engineering services.

1.1 Below are the proposed consultants for this project:

- A. Civil Engineering – RLK ENGINEERING
- B. Structural Engineering – BROCKETTE DAVIS DRAKE
- C. MPE Engineering – AOS ENGINEERING
- D. Landscape Design – BELLE FIRMA

2.0 SCOPE OF SERVICES

2.1 Programming / Site Planning

- A. Review available existing pertinent data, in the form of documents including, but not limited to, base maps, aerial photographs and engineering information and controls.
- B. Meet informally with appropriate governmental agencies and officials in regard to current land use controls.
- C. Meet with and coordinate work with other designated project consultants and Owner representatives.
- D. Planning Factors to be considered:
 - i. Property configuration
 - ii. Access potentials
 - iii. Limitations in the form of easements, zoning controls, assessment districts
 - iv. Views, visual characteristics and scenic factors
 - v. Utility location, availability and easements
- E. Natural Factors to be considered:
 - i. Topography, slopes and orientation
 - ii. Soils and geological factors
 - iii. Hydrology, drainage patterns
- F. Develop site plan based on information provided by Owner's representatives and/or committees.
- G. Meet with Owner to confirm information pertaining, but not limited, to:
 - i. Long - Term Expansion Strategy Formulation
 - ii. Critical Path Scheduling for Project including milestone dates for information and decisions.
- H. Meet with the Owner to review the schedule and present Programming and Site Planning Package.

2.2 Schematic Design / Pricing Package

- A. Using the confirmed program and adjacency diagrams, develop and present design concepts relating to floor plans, building elevations, service elements and entry areas. This includes site plans to determine the final location and orientation of the garage on the north side of the existing building.
- B. Prepare presentation materials. Materials will include computer-generated three dimensional model and colored site plans. Three revisions are included.
- C. Integrate applicable codes.
- D. Agency Consulting/Review/Approval services in this phase shall be provided relative to governmental entities, having statutory impact on a proposed project. They may be local, county, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes.

2.3 Design Development

- A. Architectural Design Development services shall provide more detailed development of the architectural design in terms of the building's size, appearance and form, and coordination with engineering systems, through drawings of plans, elevations, sections, and certain critical construction details. Major materials selections shall be developed and presented. After the presentation and comments, up to two revisions will be provided.
- B. Obtain written approval of Design Development before proceeding with Construction Documents.
- C. Attend client review meetings.

2.4 Construction Contract Documents

- A. Prepare Bidding and Contract Documents suitable for competitive bidding and construction including detailed Working Drawings and Specifications describing the material and workmanship required and procedures to be followed for the construction of the project.
- B. Develop Contract Documents to define the scope, relationships, size and appearance of the project through plans, sections, elevations, details, notes, dimensions and schedules.
- C. Coordinate with Contract Documents for structural systems including substructures and foundations.
- D. Coordinate with Contract Documents for Civil Engineering requirements, including utilities, grading and drainage.
- E. Coordinate with Contract Documents for mechanical construction requirements including but not limited to plumbing, HVAC, and Fire Protection.
- F. Coordinate with Contract Documents for electrical construction requirements.
- G. Obtain final approval on construction documents.

2.5 Bidding and Negotiation

- A. Assist in preparing bid packages to approved contractors.
- B. Compile, edit, coordinate and issue any addenda to the General Contractor(s). Any and all addenda prior to being issued shall be presented to the Owner in advance for review and approval.
- C. Attend pre-bid conference, if required, to assist in addressing Contractors' requests for clarification of the Construction Documents. Designer to be available during the bidding and/or negotiation process to answer questions from the contractor(s).
- D. If the bids come in over budget, the Design Team will work with the preferred bidder selected by the City to determine options to bring the project within budget and present those options to the city. The Design Team will modify the Construction Contract Documents to incorporate the agreed upon options.

2.6 Construction Contract Administration

- A. Review and approve or take other appropriate action upon Contractor’s submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Attend project meetings and observe the progress of construction as appropriate to the project. If Alliance Staff cannot avoid missing the meeting, Alliance will endeavor to notify the Contractor and Owner and reschedule the meeting, or if the Contractor and Owner agree, the meeting can proceed without Alliance Staff present. The Contractor will provide minutes of these meetings. Alliance will also prepare supplemental instructions, change requests and change orders as required, as well as review, approve or deny Applications for Payment by the contractor.
- C. Respond to all change orders notices or claims submissions by the contractor. Alliance Architects shall review cost estimates for all revisions submitted by the General Contractor. All change order proposals shall be evaluated based on the scope of work and the supporting information submitted by the contractor. Alliance Architects shall issue a change order recommendation to the Owner for review and approval.
- D. Advise the Owner of deviations cited but not remedied by the contractor and advise of an appropriate course of action.
- E. Schedule, conduct, and oversee the punch list inspections and preparation.
- F. Incorporate changes based on contractor marked-up drawings into our documents.

3.0 COMPENSATION

	Pre-Cast Option	Cast-in-Place Option
4.1 Programming		
Architectural	\$ 3,500.00	\$ 3,500.00
Sub-Total	\$ 3,500.00	\$ 3,500.00
4.2 Schematic Design		
Architectural	\$ 11,000.00	\$ 11,000.00
Structural Engineering	\$ 4,500.00	\$ 6,750.00
Sub-Total	\$ 15,500.00	\$ 17,750.00
4.3 Design Development		
Architectural	\$ 14,000.00	\$ 14,000.00
Civil Engineering	\$ 12,870.00	\$ 12,870.00
Structural Engineering	\$ 6,000.00	\$ 9,000.00
MEP Engineering	\$ 3,600.00	\$ 3,600.00
Sub-Total	\$ 36,470.00	\$ 39,470.00
4.4 Construction Contract Documents		
Architectural	\$ 34,500.00	\$ 34,500.00
Civil Engineering	\$ 11,100.00	\$ 11,100.00
Structural Engineering	\$ 12,000.00	\$ 18,000.00
MEP Engineering	\$ 14,000.00	\$ 14,000.00
Landscape Design	\$ 5,200.00	\$ 5,200.00
Sub-Total	\$ 76,800.00	\$ 82,800.00

4.5 Bidding and Negotiation

Architectural	\$	2,500.00	\$	2,500.00
Structural Engineering	\$	1,500.00	\$	2,250.00
Sub-Total	\$	4,000.00	\$	4,750.00

4.6 Construction Contract Administration

Architectural	\$	14,000.00	\$	14,000.00
Structural Engineering	\$	6,000.00	\$	9,000.00
MEP Engineering	\$	5,700.00	\$	5,700.00
Landscape Design	\$	1,300.00	\$	1,300.00
Sub-Total	\$	27,000.00	\$	30,000.00

TOTAL	\$	163,270.00	\$	178,270.00
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4.7 Total Fees by Service

Architectural	\$	79,500.00	\$	79,500.00
TAS Fees	\$	1,750.00	\$	1,750.00
Civil Engineering	\$	23,970.00	\$	23,970.00
Structural Engineering	\$	30,000.00	\$	45,000.00
MEP Engineering	\$	23,300.00	\$	23,300.00
Landscape Design	\$	6,500.00	\$	6,500.00

3.8 Alliance Architects will invoice the Client on a monthly basis for services performed and expenses incurred. All charges will be due and payable within Thirty (30) days following receipt by Client. Unpaid invoices will accrue interest after Forty-five (45) days from the date of the invoice at a rate of one (1%) percent per month.

4.0 REIMBURSABLE EXPENSES

Allowable reimbursables as outlined in A101 are in addition to the Basic Compensation and are billed at a multiple of one (1.0) times the actual cost. Estimated reimbursable expenses: \$4,000. Reimbursables do not include building permits and fees required by governing authorities.

5.0 ADDITIONAL SERVICES

5.1 The following services are not included as Basic Services. Compensation for additional services will be based on an hourly rate, or on an individual fixed fee basis. They shall be provided if authorized or confirmed in writing by the Client, and be paid for as provided in this Agreement, in addition to the compensation for Basic Services. Below is the hourly rate structure for Alliance Architects.

A.	Principal	\$175.00/hr
B.	Project Manager	\$150.00/hr
C.	Project Architect	\$115.00/hr
D.	Project Designer	\$95.00/hr
E.	CADD/Tech/Support	\$75.00/hr
F.	Administrative	\$55.00/hr

- 5.2 Making revisions in drawings, specifications or other documents after approvals are given or should any revisions become necessary due to changes in the interpretation or opinions of the local building officials which deviate from previously approved submittals and/or reviews.
- 5.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having project jurisdiction.
- 5.4 Any other services that may be authorized by Client not included in Basic Services.

6.0 TERMINATION

This agreement may be terminated by either party upon ten (10) days written notice, should either party fail to perform in accordance with the terms set forth herein. In the event of termination, Alliance Architects will be compensated for all services performed, including reimbursable expenses.

7.0 LIABILITY

AAI's liability under this contract shall be limited to the dollar amount stipulated in this agreement.

8.0 NOTICES AND OTHER PROVISIONS

All notices, demands, approvals and requests given by either party or to the hereunder shall be in writing and shall be personally delivered or sent by email to the parties at the following addresses:

If to Client: Attn: Mack Borchardt
 Email: _____
 Fax: 972-292-5127

If to Architect: Attn: Thomas M. Maxwell, AIA
 Email: Thomasm@alliancearch.com
 Fax: 972-233-2259

Either party may at any time change its respective address by sending written notice to the other party of the change in the manner hereinabove prescribed. Notices shall be deemed to be given upon the earlier of occur of actual receipt. Email or fax notices shall be effective once confirmation of receipt is provided. Each party hereto agrees to provide immediate confirmation of receipt of fax and/or email notices.

9.0 CONCLUSION

We are very excited about being a part of this project and appreciate the opportunity. We recommend we enter into an AIA contract between Owner and Architect. Your signature on that document will serve as your approval and will indicate your acceptance of all conditions herein stated and will authorize Alliance Architects to proceed with this project. Once again, we thank you for your consideration.

Sincerely,



Thomas M. Maxwell, AIA
Principal

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas, Ph: 512-458-1363, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes Article 249a".

January 26, 2016

Mr. Tom Maxwell, AIA
ALLIANCEARCHITECTS
1600 N. Collins Blvd. Ste. 1000
Richardson, TX 75080

RE: **Frisco Police Department Parking Garage
Parkwood Boulevard
Frisco, TX**

Dear Mr. Maxwell,

RLK Engineering, Inc. is pleased to submit our proposal to provide professional civil engineering and surveying services for the proposed parking garage for the Frisco Police Department Facility along Parkwood Boulevard in Frisco, Texas. The scope of services shall be in accordance with the following:

SCOPE OF SERVICES

A. Surveying

1. **Boundary Surveying** - Perform boundary survey of the approximate eleven acre property as required for platting and construction document preparation.
2. **Topographic Survey** - Perform topographic survey of the approximate two acre portion of the property in the area of the proposed parking garage as required for site plan and construction document preparation. Survey shall include the following:
 - a) A minimum of one permanent benchmark on site with description and elevations to the nearest .01 foot.
 - b) Contours at one foot intervals; error shall not exceed one-half contour interval.
 - c) Spot elevations covering the open area portions of property.
 - d) Spot elevations at street intersections and at approximate fifty foot intervals along each curb and edge of paving.
 - e) Plotted locations of structures, paving and improvements above ground.
 - f) Location and size of visible utilities.
 - g) Location and size of existing underground utilities based upon available record drawings.
 - h) Locate and describe fences and walls.

3. Platting

- a) Prepare plat per City requirements.
- b) Coordinate approval process with the City and attend Planning and Zoning and City Council meetings if required.

B. Site Plan

1. Prepare Site Plan per City of Frisco requirements.
2. Coordinate approval process with the city.

C. Civil Engineering

1. Preliminary

- a) Visit site to observe existing conditions.
- b) Meet with client, city officials and Owner to determine design parameters. (Three meeting maximum).

2. Construction Documents

- a) Prepare horizontal control and paving plan, including paving and striping details.
- b) Prepare grading and drainage plan work as required for City approval.
- c) Prepare drainage area map.
- d) Prepare water plan to within five (5) feet of building., including all required details.
- e) Prepare erosion control plan and details.
- f) Attend design team meetings with design team consultants as required (maximum three meetings).
- g) Prepare special civil details and technical specifications as required.
- h) Evaluate and incorporate contractor substitution requests into drawings.
- i) Obtain City approval of civil engineering plan work.

D. Civil Engineering Construction Administration

1. Assist Owner and Contractor in preparation of the EPA/TCEQ notice of intent, if required.
2. Review shop drawings related to site work construction.
3. Answer contractor questions and requests for information during construction.
4. Assist with coordination of unforeseen issues that arise over the course of construction that pertain to site improvements.
5. Assist in preparation of any required site work change orders.
6. Incorporate contractor markups into drawings and prepare record drawings as required by City.
7. Visit site to observe site work construction as needed (estimated three visits).

The professional services proposal is based upon the receipt of an owner approved Architectural Site Plan and a Geotechnical Report as a basis for design. Major revisions by the owner and/or architect after receipt of an owner approved site plan), dictating plan work revisions will be considered as extra services to this contract. Prior to proceeding with extra services, owner approval shall be obtained.

FEE SCHEDULE

We propose to provide the herein-described services for the following fees:

A. Surveying	
1. Boundary Survey (11 Acres +/-)	\$ 1,500.00
2. Topographic Survey (2.0 Acres Total+/-)	\$ 2,200.00
3. Platting	\$ 4,200.00
B. Site Plan	\$ 4,500.00
C. Civil Engineering	
1. Preliminary	\$ 1,200.00
2. Construction Documents	\$ 8,700.00
D. Civil Engineering Construction Administration	\$ 1,200.00
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TOTAL FEE	\$ 23,500.00

Boundary surveying and platting are taxable at 8¼%. Based upon the fee schedule, the total amount of tax due will be **\$470.25**.

REIMBURSABLE EXPENDITURES are included in the above fee schedule. Invoices will be submitted monthly for work completed to date and shall be due within 30 days of submittal.

Compensation is not contingent upon the closing or consummation of any real estate sale, loan transaction, or project funding transaction or acceptance of requested zoning or other permits or approvals by city.

EXCLUSIONS: This proposal specifically excludes: landscape and irrigation plans, fence details, traffic or land study, construction staking, storm water detention, offsite drainage design other than connections to the drainage system in adjacent right-of-ways, rezoning, structural wall design, EPA/TCEQ Notice of Intent and Storm Water Pollution Prevention Plan (SWPPP) preparation (typically specified as contractors responsibility), and A.D.A. submittal from the scope of Civil Engineering services.

ALLIANCEARCHITECTS

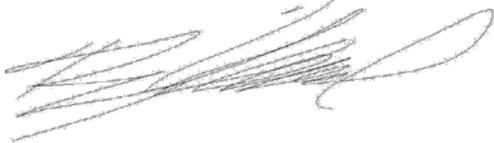
January 26, 2016

Page 4 of 4

The return of an executed copy of this agreement will serve as your acceptance and our authorization to commence work. RLK Engineering, Inc. appreciates the opportunity to submit this proposal.

Sincerely,

RLK ENGINEERING, INC.



Ronny Klingbeil, P.E.

President

Accepted: _____

Printed Name: _____

Title: _____

Name of Company: _____

Date: _____



January 26, 2016

Mr. Tom Maxwell
Alliance Architects
1600 North Collins Boulevard, Suite 1000
Richardson, Texas 75080

Re: Structural Engineering Fee
Frisco Police Department Parking Garage

Dear Mr. Maxwell:

Brockette/Davis/Drake, Inc. (BDD) is pleased to submit the following proposal for structural engineering services for the referenced project. The project will consist of an elevated parking structure for the Frisco Police Department with the ability to expand either vertically or horizontally. The project has a proposed budget of \$2,358,000. The scope includes covered parking for larger vehicles, which may be provided by a taller first floor height or an adjacent steel framed garage. The scope may also include attachment of a prefabricated canopy system on the second level.

Our scope of services will be as follows:

SCHEMATIC DESIGN PHASE:

1. Review of the project scope to determine existing site and construction considerations.
2. Review of local codes and ordinances.
3. Provide assistance to the geotechnical consultants in outlining a testing program to determine design criteria for the foundation systems.
4. Preliminary design studies in sufficient detail to determine basic structural systems for the building and parking structure.
5. Attendance at project meetings.
6. BDD will assist with the evaluation and determination of structural framing alternatives.

DESIGN DEVELOPMENT PHASE:

1. Preparation of design development structural drawings, including floor plans and typical details for coordination with Architect and MEP engineer.
2. Evaluation of geotechnical report to establish foundation system for the buildings and parking structures.
3. Preparation of outline specifications.
4. Attendance at project meetings.

CONSTRUCTION DOCUMENT PHASE:

1. Preparation of structural contract documents including structural framing plans and details. All documents will be prepared in Autocad or Revit Format.
2. Preparation of contract specifications.
3. Attendance at project meetings.

Mr. Tom Maxwell
 Alliance Architects
 Re: Structural Engineering Fee
 Frisco PD Parking Garage
 January 26, 2016
 Page Two

PROJECT BIDDING PHASE:

1. Brockette/Davis/Drake, Inc. will assist the Project Team as required with the evaluation of subcontractor bids and proposals for value engineering.
2. Preparation of necessary structural document addenda during the Bidding Phase.

CONSTRUCTION ADMINISTRATION PHASE:

1. Review of structural shop drawings.
2. Review of material test reports.
3. As built per contractor markups.
4. Inclusion of substitution requests applicable to structural scope.

SITE VISITS*: This proposal includes the cost of employee hours associated with monthly site visits during construction.

*The structural site visits will be for the purpose of observing the progress of the work. They will not be an inspection of the work. Construction inspection shall be provided by a testing agency selected by the Owner.

COMPENSATION: PRECAST

Description	Fee
Precast Parking Structure	\$30,000.00

Note: Brockette/Davis/Drake would provide foundation design, coordination, and serve as the Engineer-of-Record for the precast garage foundation system. The precast company would be Engineer-of-Record for the precast structure, including shear walls. The precast members, including shear walls, would be designed by precaster and reviewed by our office. This fee proposal assumes double tees are pre-topped, or the topping slabs, reinforcement, and diaphragm design are provided by the engineer for the precast company.

COMPENSATION: CAST IN PLACE

Description	Fee
Cast in Place Parking Structure	\$45,000.00

Billing will be made monthly based upon the work completed, not to exceed the following:

Phase	% Fee
Schematic Design	15%
Design Development	20%
Contract Documents	40%
Bidding and Negotiation	5%
Construction Administration	20%

Mr. Tom Maxwell
Alliance Architects
Re: Structural Engineering Fee
Frisco PD Parking Garage
January 26, 2016
Page Three

ADDITIONAL SERVICES: Compensation for authorized additional services, including additional site visits, shall be billed on an hourly basis in accordance with the enclosed rate schedule.

EXCLUSIONS: This proposal specifically excludes the following items, as well as any work not considered to be within the scope of normal structural engineering services:

1. Geotechnical investigations
2. Special investigations
3. Design of retention systems
4. Design of bracing or shoring for construction or demolition
5. Site retaining walls to be designed by the project civil engineer
6. Design of light gauge metal framing systems
7. Material testing or structural construction inspection services and special inspections required by International Building Code (to be provided by Owner selected independent testing laboratory)
8. Estimating or quantity surveys (these services are provided by the General Contractor)
9. Construction management and/or supervision of the structural work

REIMBURSABLE EXPENSES: Reimbursable expenditures, as identified in Section 11.8, shall be billed at 1.0 times invoice cost.

The return of an executed copy of this letter will serve as agreement and confirmation of the above referenced services.

Brockette/Davis/Drake, Inc. appreciates the opportunity to submit this proposal. Should you require further information concerning this proposal, please do not hesitate to call.

Sincerely,

BROCKETTE/DAVIS/DRAKE, INC.
Texas Registered Engineering Firm F-841



Ryan W. Donahue, P.E.
Senior Project Manager

RWD/rr

enclosure

Accepted: _____

Printed Name: _____

Title: _____

Date: _____



**BROCKETTE/DAVIS/DRAKE, INC.
RATE SCHEDULE**

PRINCIPAL	\$225.00/HR
ASSOCIATE	\$190.00/HR
SENIOR PROJECT MANAGER	\$175.00/HR
PROJECT MANAGER	\$150.00/HR
PROJECT ENGINEER	\$125.00/HR
DESIGN ENGINEER	\$110.00/HR
SENIOR TECHNICIAN	\$125.00/HR
TECHNICIAN	\$110.00/HR
CLERICAL	\$60.00/HR
3 MAN SURVEY CREW	\$175.00/HR
2 MAN SURVEY CREW	\$160.00/HR
1 MAN SURVEY CREW	\$90.00/HR
GPS/RTK SYSTEM	\$60.00/HR

RATES EFFECTIVE THROUGH DECEMBER 31, 2016



**Tom Maxwell
Alliance Architects
1600 N. Collins Blvd, Suite 1000
Richardson, TX 75080**

Revised January 26, 2016

**Frisco PD Garage
MEP CONSULTING, ENGINEERING, DESIGN AND ASSOCIATED DRAWINGS**

Dear Mr. Maxwell:

AOS Engineering, LLC (AOS), is pleased to offer this proposal for Electrical consulting, engineering, and design for the referenced project. We prepared this proposal based on information received from you via e-mail on November 18, 2015 and January 25, 2016.

We understand AOS has been selected to perform engineering services based solely on our professional qualifications.

The project will consist of an elevated parking garage, site lighting and photo metrics. Our scope of services for the project will be to provide complete mechanical, electrical, and plumbing construction documents for the project that will include lighting drawings, exterior lighting drawings, power distribution plans, and plumbing designs tied into the civil engineer's design at 5' outside the building.

ENGINEERING SERVICES

- Coordination of Electrical / Plumbing systems with architect
- Permit & Construction Documents
- IECC forms (excluding envelope com check)
- Construction Administration (including submittal review, RFI response, bid review, As-Builts, (1) site visit, mileage, prints)

COST OF SERVICES

Based on the scope of services described above, we propose a total fee of **Twenty Three Thousand Three Hundred Dollars and No Cents (\$23,300.00)** for all phases of the Project, not including expenses incurred in connection with the project; such expenses to be reimbursed from Alliance Architects to AOS. This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in requirements which are revealed after the execution of this proposal, shall be considered additional services and may require an increase to the fee outlined herein. These services will be discussed and negotiated on an individual basis. We will invoice at the completion of the design phase. Payment for each invoice will be due within 30 days of receiving the invoice.

PROJECT SCHEDULE

We plan to initiate our services upon receipt of this signed proposal from Alliance Architects. Items to be provided by the client include CAD files of the site and utility plans, architectural background files and any other information that AOS deems necessary in order to complete the services. Any restrictions or special project requirements should be brought to our attention before we commence our work.

Please sign and return one copy of the proposal where indicated below as your authorization for us to proceed.

Thank you for the opportunity to present this proposal. Please call us if you have any questions or if you have suggestions regarding changes to the proposed scope of work. We look forward to working with you on the project.

Respectfully submitted,

Shane Arrant, Partner

Copies Submitted: One (1)

PROPOSAL ACCEPTED BY:

Signature

Date

Printed Name

Company

Title

****IMPORTANT** – receipt of cad files shall be considered an equivalent to receiving a signed proposal and that all terms in this proposal are accepted and agreed upon without exception.

DETAIL BREAKDOWN OF SERVICES

Survey/Documentation =	\$1,200.00
Site lighting rework and revised photo metrics =	\$2,400.00
Garage CDs =	\$14,000.00
CA = (Includes As-Builts, mileage and prints)	\$5,700.00
Total =	<u>\$23,300.00</u>

ADDITIONAL SERVICES

Additional services shall include any addition to the items listed above; site visits, on-site construction meetings, and owner/architect driven revisions to the original plans shall be billed hourly at the following rates:

Principal -	\$150.00
Sr. Engineer -	\$120.00
Engineer -	\$90.00
Designer -	\$75.00
Draftsperson -	\$50.00

EXCLUSIONS

1. Commissioning of equipment.
2. Utility coordination.
3. Power programming.
4. Weekly construction meetings.
5. Generator systems.
6. Envelope IECC forms.
7. LEED design considerations.
8. Energy cost analysis study.

January 26, 2016

Mr. Thomas M. Maxwell, AIA, LEED AP, CCCA

Principal
Alliance Architects, Inc.
1600 N Collins Blvd
Suite 1000
Richardson, Texas 75080

Re: Proposal for LANDSCAPE ARCHITECTURAL Services
Frisco Police Station
Frisco, Texas
Agreement between CLIENT and LANDSCAPE ARCHITECT

Dear Mr. Maxwell:

Belle Firma, Inc. is pleased to submit this proposal to provide LANDSCAPE ARCHITECTURAL services for the above referenced project.

ARTICLE 1 - AGREEMENT

This Agreement is made and entered into effect as of January 26, 2016 between:

Alliance Architects, Inc.
1600 N Collins Blvd
Suite 1000
Richardson, Texas 75080
(herein referred to as the CLIENT)

and

Belle Firma, Inc.
4245 N. Central Expressway
Suite 501
Dallas, Texas 75205
(a Texas corporation, herein referred to as the LANDSCAPE ARCHITECT)

For the following project:

Frisco Police Station: landscape and irrigation design for the proposed parking garage located at 7200 Stonebrook Parkway in the City of Frisco, Texas.

ARTICLE 2 - BASIC SERVICES

The LANDSCAPE ARCHITECT shall provide the following as Basic Services:

- 2.1 Construction Documents
 - A. Review the Project scope to determine existing site and construction considerations.
 - B. Meet with the CLIENT and / or Owner's Authorized Representatives to discuss and memorialize the Project's requirements, guidelines, and overall design intent.
 - C. Review and analyze all applicable landscape codes and ordinances as they pertain to site development, including but not limited to: The City of Frisco's Tree Preservation, Landscape, and Irrigation Ordinances.

- D. Collect data and coordinate information from the CLIENT (and / or Other Consultants as provided by the CLIENT) to prepare base plans indicating structures, site elements, easements, property lines, site plan, building floor plans, topography, utility information, and existing trees that interface with landscape development (if any).
- E. Prepare a conceptual drawing that illustrates the proposed planting plan schematics for all landscape areas including street frontages, vehicular entries, parking lots, building entries, building foundations, and other landscape areas.
- F. Prepare required Construction Documents, including but not limited to design of the following:
 - 1. Tree Preservation (if necessary)
 - a. Provide a Tree Preservation Plan with methods and details for preserving existing trees on site to remain.
 - b. Provide retribution requirements for existing trees to be removed based on the applicable ordinances and codes.
 - 2. Landscape
 - a. Provide a Landscape Plan complying with minimal landscape requirements of the ordinances.
 - b. Provide a planting layout, plant material selections, plant list, tabulations, and notes.
 - c. Provide construction details articulating landscape elements in section or elevation.
 - d. Provide written technical specifications for installation of landscape elements.
 - 3. Irrigation
 - a. Provide an Irrigation Plan utilizing city water sources indicating sleeving, head layout, pipe layout, pipe sizing, controller location, and notes that complies with state and local ordinances and requirements.
 - b. Provide construction details articulating irrigation elements in section or elevation.
 - c. Provide written technical specifications for installation of irrigation elements.
 - d. *NOTE:*
 - (i) *Standard automatic irrigation controllers shall be specified. If the Project requires a central control system, that design shall be Additional Services to this Agreement.*
 - (ii) *Irrigation design shall be based on watering the site from domestic water with a separate irrigation meter. Design from an alternate water source including but not limited to a well, lake, cistern, tank, or other grey water source shall be Additional Services to this Agreement.*
- G. Attend up to three (3) Project coordination meetings as requested by the CLIENT.

2.2 Construction Observation

- A. Review shop drawings and submittals pertinent to the LANDSCAPE ARCHITECT'S Scope of Work to determine if they conform to the LANDSCAPE ARCHITECT'S visual, technical, and aesthetic design intent. Such review and approvals or other action shall not extend to means, methods, techniques, equipment choice and usage, sequences, or procedures of construction, or to related safety precautions and programs.
- B. Answer Contractor RFIs and issue clarifications.
- C. Evaluate and incorporate into the drawings approved substitution requests.
- D. Provide up to two (2) visits to the site, per the CLIENT'S request or as deemed necessary by the LANDSCAPE ARCHITECT, to become generally familiar with and to keep the CLIENT informed about the progress and quality of the work completed in relationship to the LANDSCAPE ARCHITECT'S Construction Documents.
- E. Provide a "Site Observation Report" following each Project site visit.
- F. Provide one (1) site visit at the substantial completion of the Project to participate in compiling the punch list of items to be addressed.
- G. Incorporate the Contractor's markups into the drawings at the end of the project for Record Drawings.

ARTICLE 3 - ADDITIONAL SERVICES

- 3.1 The LANDSCAPE ARCHITECT may provide services beyond the LANDSCAPE ARCHITECT'S Basic Services listed above (the "Additional Services") upon written consent by the CLIENT.

- 3.2 Additional Services available, but are not limited to:
- A. *Tree Preservation, Landscape, and/or Irrigation Plans for the site beyond the limits of the proposed parking garage to 1) demonstrate compliance with the ordinances, 2) add additional planting / irrigation to supplement existing deficiencies; 3) add additional planting / irrigation enhancements;*
 - B. Changes to design after approved by the CLIENT;
 - C. Hardscape Design and Documentation;
 - D. Landscape Lighting Design;
 - E. Fountain Design;
 - F. Subsurface Drainage Design;
 - G. Grading Design;
 - H. Graphic Renderings;
 - I. LEED Design and Documentation;
 - J. Construction Bidding Assistance; and
 - K. Tree Tagging Trips.

ARTICLE 4 - CLIENT'S RESPONSIBILITIES

- 4.1 The CLIENT agrees to provide the LANDSCAPE ARCHITECT with information sufficient to perform the LANDSCAPE ARCHITECT'S work under this Agreement, including, but not limited to:
 - A. Survey data indicating: structures, site elements, easements, property lines, topography, and utility information;
 - B. Tree survey (The CLIENT may provide this or by other project team Consultant, i.e. Civil Engineer. This is not included in the proposal by the LANDSCAPE ARCHITECT.);
 - C. Soil reports;
 - D. Proposed site plans, floor plans, grading, and utility information; and
 - E. And other related items requested by the LANDSCAPE ARCHITECT in order to provide required services.
- 4.2 The CLIENT agrees that the LANDSCAPE ARCHITECT may rely on the accuracy and completeness of these items and that the LANDSCAPE ARCHITECT shall not be held responsible for deficiencies or inadequacies of the data.
- 4.3 The CLIENT shall obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- 4.4 The CLIENT agrees to provide the items described in Article 4.1 above, and to render decisions in a timely manner, so as not to delay the orderly and sequential progress of the LANDSCAPE ARCHITECT'S services.

ARTICLE 5 - COMPENSATION AND PAYMENTS

- 5.1 The CLIENT agrees to pay a total contract fee of **\$6,500.00 (Six Thousand Five Hundred Dollars and zero cents)** (the "Total Contract Fee") to the LANDSCAPE ARCHITECT for the Basic Services listed above, allocated as follows:

Basic Services	
Construction Documents	\$ 5,200.00
Construction Observation	\$ 1,300.00
Basic Services Total	\$ 6,500.00

*Reimbursable Expenses Per Item 5.5 Estimated Not To Exceed \$ 500.00

- 5.2 The Total Contract Fee for the Basic Services shall be billed in monthly increments. The LANDSCAPE ARCHITECT shall bill the CLIENT on the 15th of each month based on the percentage of total Basic Services completed during the prior 30 days. All payments are due to LANDSCAPE ARCHITECT **upon receipt of invoice**. As a late fee, an amount equal to 1.5% of invoice per month shall be charged on all amounts due more than 30 days after the date of invoice, such late fee being due without further demand.

5.3 Additional Services may be provided, upon written consent by the CLIENT, on an hourly basis with a mutually agreed “not to exceed” amount. The LANDSCAPE ARCHITECT shall bill the CLIENT on the 15th of each month based on the number of hours worked performing the Additional Services during the prior 30 days. All payments are due to LANDSCAPE ARCHITECT upon receipt of invoice. As a late fee, an amount equal to 1.5% of invoice per month shall be charged on all amounts due more than 30 days after the date of invoice, such late fee being due without further demand.

5.4 Hourly rates for Additional Services are as follows:

		per hour
Principal	\$	185.00
Licensed Professional	\$	135.00
Non-Licensed Professional	\$	100.00
Design / CAD Technician	\$	85.00
Support Staff	\$	65.00

5.5 Reimbursable expenses include, but are not limited to: postage, handling of documents, courier services, and authorized travel expenses. Project related reimbursable expenses shall be billed at the cost plus 10%.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

6.1 It is agreed by the parties that the LANDSCAPE ARCHITECT shall neither have control over, charge of, nor be responsible for, construction means, methods, techniques, equipment choice and usage, sequences, schedules, procedures, or for safety precautions and programs in connection with the work on the Project, since these are solely the CLIENT’S rights and responsibilities under the Construction Documents.

6.2 This Agreement is entered into and shall be governed, for all purposes and in all things by the law of the State of Texas, without regard to its choice of law provisions. Mandatory venue for any disputes arising out of or related to this Agreement shall be exclusively in the state or federal courts located in Dallas County, Texas.

6.3 This Agreement is the entire and integrated Agreement between the CLIENT and LANDSCAPE ARCHITECT. It supersedes all prior negotiations, statements or Agreements, either written or oral. The parties may amend this Agreement, only by a written instrument signed by both CLIENT and LANDSCAPE ARCHITECT.

6.4 **Warranty Disclaimer: Any language, term, or condition of this Agreement to the contrary notwithstanding, the LANDSCAPE ARCHITECT makes no expressed or implied warranties of merchantability, of fitness for a particular purpose (or any purpose), such warranties being expressly disclaimed hereby.**

6.5 Independent Contractor: The CLIENT and LANDSCAPE ARCHITECT understand, acknowledge, and agree that the LANDSCAPE ARCHITECT shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship between the parties.

6.6 No Third Party Beneficiary to this Agreement: Nothing contained in this Agreement shall create, or shall be implied to create, a contractual or quasi-contractual relationship with, or otherwise create any cause of action in favor of, any third party against either the CLIENT or LANDSCAPE ARCHITECT.

6.7 Copyright: The ownership and use of all drawings, schematics, plans and similar documents created by the LANDSCAPE ARCHITECT in performing under this Agreement shall remain, at all times, the property of the LANDSCAPE ARCHITECT and shall not be considered a “work for hire,” provided however, that the CLIENT and / or the Project’s Owner may use such drawings, schematics, plans and similar documents as appropriate in connection with the construction, modification, and/or alteration of the Project, or as otherwise agreed by the LANDSCAPE ARCHITECT, such agreement not to be unreasonably withheld.

6.8 Delays and Termination: CLIENT or LANDSCAPE ARCHITECT may terminate this Agreement upon forty-eight (48) hours written notice (the “Termination Notice”) should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no

fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: For Basic Services completed, CLIENT shall compensate LANDSCAPE ARCHITECT for the services performed up to the date of receipt of the Termination Notice plus reasonable costs incurred in terminating the services in accordance with rates set forth in paragraph 5.2 hereof; and for Additional Services completed, CLIENT shall compensate LANDSCAPE ARCHITECT for the services performed up to the date of the termination notice plus reasonable costs incurred in terminating the services in accordance with rates set forth in paragraph 5.4 hereof. In the event LANDSCAPE ARCHITECT'S services cannot be performed on or before the projected due date because of circumstances beyond the control of LANDSCAPE ARCHITECT, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, governmental action, third party action, or action or omission by the CLIENT, the services reflected in Articles 2 or 3 hereof, as appropriate, and the timeframe for completion of such services, shall be amended by CLIENT and LANDSCAPE ARCHITECT to reasonably accommodate such delays and/or disruptions.

- 6.9 WAIVER OF SUBROGATION and INDEMNIFICATION: The CLIENT and LANDSCAPE ARCHITECT waive all rights against each other and any of their agents, representatives, or employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by any property insurance applicable to the PROJECT in any way, even if such damages or loss is caused by the indemnitee's own negligence. To the extent such loss is not covered by property insurance, the CLIENT further agrees to indemnify and hold harmless the LANDSCAPE ARCHITECT, its directors, officers, employees and representatives, called indemnitees, from and against all losses, damages, expenses and costs (including but not limited to reasonable and necessary attorney's fees and costs and cost of litigation) which arise from or are caused by any act, error, or omission of the CLIENT, even if commingled with any act, omission, or negligence of the LANDSCAPE ARCHITECT. It is the intent of the parties that this provision shall satisfy the requirements of all rules of enforcement of any applicable jurisdiction specifically including but not limited to the clear and unequivocal rule, express negligence or express fault rules, and the conspicuousness doctrine to provide for enforceable indemnity. The CLIENT acknowledges that \$50 of its fee has been designated as consideration for this indemnification.
- 6.10 Neither the CLIENT nor LANDSCAPE ARCHITECT shall assign this Agreement without the written consent of the other.
- 6.11 This Agreement shall be signed and returned to the LANDSCAPE ARCHITECT prior to the commencement of services.
- 6.12 The effective date of this Agreement shall be the day and year first written above.

ARTICLE 7 - STATEMENT OF JURISDICTION

- 7.1 The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as LANDSCAPE ARCHITECTS in the state of Texas.

TBAE

P.O. Box 12337
Austin, TX 78711-2337
(512) 305 - 9000
www.tbae.state.tx.us

ARTICLE 8 - SUMMARY

- 8.1 This proposal is offered for a period of thirty days after which, if said proposal has not been executed, shall no longer be valid.
- 8.2 **Belle Firma, Inc.** is pleased to submit this proposal to you for LANDSCAPE ARCHITECTURAL services. This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by **Belle Firma, Inc.** on the Project described above. *We appreciate your consideration and are excited about the opportunity to work together.* If you have any questions or need additional information, please feel free to contact us. We look forward to the successful completion of this Project.
- 8.3 By executing this Agreement, the LANDSCAPE ARCHITECT and CLIENT agree and accept the terms above.

LANDSCAPE ARCHITECT
Belle Firma, Inc.

By: 
Name: Kori Haug, ASLA, CLARB
Title: President
Dated: January 26, 2016

CLIENT
Alliance Architects, Inc.

By: _____
Signature
Name: Thomas M. Maxwell, AIA, LEED AP, CCCA
Title: Principal
Dated: _____