



**Samit Patel Design Studio**  
358 Ashley Drive  
Coppell, Texas 75019  
214-995-9530

March 22, 2024

Ms. Jessica Carpenter  
City of Coppell  
255 Parkway Boulevard  
Coppell, Texas 75019

Re: Professional Landscape Architecture Services for the Coppell Veterans Memorial

Ms. Carpenter,

I would like to thank you for the opportunity to submit this proposal for professional landscape architecture design services for the Andy Brown Park East Pond Separation project. This agreement prepared by **Samit Patel Design Studio (SPDS)** is between **SPDS** and The City of Coppell (Client).

Please find following a Scope of Services describing the general intent of the project and the extent of the services to be performed by **Samit Patel Design Studio**.

Once again, thank you for this opportunity. We look forward to serving you.

If you have any questions or require any additional information, please call me, 214-995-9530.

Sincerely,

Samit J. Patel, PLA  
President  
**Samit Patel Design Studio**

## SCOPE OF SERVICES

**Samit Patel Design Studio** shall provide professional landscape architecture design services to develop construction drawings for a new Veterans Memorial Plaza within Town Center Park in Coppell, Texas. The plans will be based upon the conceptual design work already completed and provided by the City. The general purpose of this agreement is to prepare construction documents for the bidding and construction of the design.

**SPDS's** services shall be performed as follows:

1. Base Data Gathering and Base Plan Preparation
  - a. Working from CAD files and plans, including topographic survey and geo-technical report, provided by the client, **SPDS** will prepare working base plans in CAD for the preparation of the drawings.
  - b. No additional survey work will be done as part of this contract.
  - c. No additional geo-technical work will be done as part of this contract.
  - d. The client will provide any additional, relevant information.

**DELIVERABLE:**

- none

**MEETINGS:**

- none

2. Construction Documents
  - a. **SPDS** will prepare construction documents communicating the design and details for the construction of the design.  
Plans will include:
    - i. Site Plan – identifying all elements within the proposed scope of work
    - ii. Demolition Plan – identifying all elements to be removed
    - iii. Layout Plan – showing dimensional layout of the proposed design
    - iv. Grading Plan – showing contours and spot elevations
    - v. Electrical Plan – showing line layouts from power source to required elements (including relevant details)
    - vi. Site Details (including Structural Engineering)
      1. Monuments
      2. Feature Wall
      3. Pathways
      4. Seat walls
      5. Flag pole footings
      6. Light pole footings
    - vii. Landscape Plan and Details
    - viii. Irrigation Plan and Details

- b. **SPDS** will prepare Opinion of Probable Construction Costs (OPCC) based on the prepared plans
- c. **SPDS** will conduct an internal QA/QC review of the drawings including a peer review.
- d. **SPDS** will submit plans for review by the City. Client shall provide all consolidated comments in a single, typed correspondence
- e. **SPDS** will attend one (1) Plan Review Meeting with the Client to review the plans and OPCC.
- f. **SPDS** will update plans and OPCC per comments discussed and approved in the Plan Review Meeting and prepare Issued For Construction (IFP) plans for bidding and construction.
- g. **SPDS** will assist the Client in preparation of the Project Manual. The Client shall provide standard front end and “boiler plate” documents and forms, general and special provisions, requirements, advertisements, and instructions for bidding and construction. **SPDS** will prepare the Bid Form per Client’s template.
- h. **SPDS** will submit IFC plans to the Client’s preferred Registered Accessibility Specialist (RAS) licensed by the Texas Department of Licensing and Regulation (TDLR) for accessibility review. **SPDS** will receive comments and update design and plans as required. **SPDS** will issue Addendum reflecting changes.

**DELIVERABLE:**

- One (1) Drawing Set, 24”x36” black & white of Final Plans
- One (1) Electronic File in PDF Format of Drawing Set

**MEETINGS:**

- One (1) Plan Review Meeting – In-person

3. Bid Phase Services

- a. **SPDS** will attend one (1) Pre-Bid Conference conducted by the Client
- b. **SPDS** will provide responses to requests for information (RFI) and issue Addenda in electronic format as appropriate during bidding phase of project.
- c. **SPDS** will assist the Client in analysis of bids and bid award recommendation. **SPDS** will only review the bids for completeness and discrepancies or inaccuracies. **SPDS** will not create bid tabulation spreadsheets of bids received.

**DELIVERABLE:**

- RFI as required in electronic format
- Addenda as required in electronic format

**MEETINGS:**

- One (1) Pre-Bid Conference conducted by Client – In-person

## ASSUMPTIONS

All services shall be completed one (1) time only. Repetition of any tasks, beyond the design/review processes described above shall be considered as additional services.

## EXCLUSIONS

The following items are also explicitly excluded from the Scope of Services as stated above under this contract and will be considered "Additional Services." Other items not specifically identified within the Scope of Services above are also excluded from this contract and will also be considered "Additional Services." Additional services will be performed at a fixed rate fee or hourly agreement to be agreed upon at the time of request.

1. No boundary or topographical survey will be provided under this contract. No platting services will be provided under this contract.
2. No geo-technical services, including field analysis, borings, testing, lab analysis, or reports will be provided under this contract.
3. As-built drawings/certifications
4. Permit fees
5. Project-related permitting
6. Easement legal descriptions and exhibits
7. No Construction Phase Services shall be provided under this contract. Construction Phase Services shall be defined as any work after the submission of the Final Plans and directly related to the scheduling, coordination, observation, clarification or evaluation of site preparation, installation or fabrication.
8. Services typical of General Contractor duties, including but not limited to:
  - a. Coordination between contractors of different trades
  - b. Coordination of schedules of different tasks or trades
  - c. Acquiring of materials, equipment or labor
9. Self-execution of all and any part of the construction or installation

## FEES

**Samit Patel Design Studio** shall perform the Scope of Services as described above for the lump sum fee of **Sixty-seven Thousand Six Hundred Dollars and Zero Cents (\$67,600)**.

## ADDITIONAL SERVICES

Additional Services shall not be performed without written authorization from the Client.



We look forward to the opportunity to work with you. If you have any questions, please give me a call, 214-995-9530.

Sincerely

A handwritten signature in blue ink, appearing to read 'Sam J. Patel', with a large, sweeping flourish at the end.

Samit J. Patel  
President  
**Samit Patel Design Studio**

\_\_\_\_\_ Date: \_\_\_\_\_ **March 22, 2024**

Accepted: City of Coppell

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CONTRACT TERMS AND CONDITIONS

### 1. Effective Date Payment

This agreement will become effective upon its execution by the client or when client provides written authorization to **SPDS** to begin work.

### 2. Standard of Care

**SPDS** will perform its services in accordance with the standard of care expected of landscape architects doing projects of similar scope in the State of Texas. In performing these services, **SPDS** cannot ensure perfection and therefore does not make any warranties, either expressed or implied, as to the quality of its services or of its drawings. To the extent that **SPDS** is relying upon documents supplied to it by the owner or the owner's consultants, it will be entitled to rely upon the accuracy of those documents in preparing its drawings.

### 3. Parties to this Agreement

This is a professional services agreement which **SPDS** is entering into for the exclusive benefit of the Client. There are no third-party beneficiaries of the agreement, and both **SPDS** and the Client agree not to assign this agreement or any causes of action which arise under it without the express written consent of the other party.

### 4. Statement and Payment

Fees for professional services and reimbursable expenses will be invoiced to the Client monthly based on the percentage of work completed for each task. A task-by-task description of the work performed will be submitted with each invoice at the client's request. **SPDS** reserves the right to suspend services in the event that the invoices exceeding a total amount of \$5,000 remain unpaid for more than thirty (30) days.

### 5. Termination

The Client may terminate this agreement upon written notice to **SPDS**, in which event the Client will compensate **SPDS** for all work performed by **SPDS** prior to termination. **SPDS** may terminate this agreement upon ten (10) days' written notice to the Client after the occurrence of any of the following:

- a. The Client's failure to pay **SPDS**'s invoices within thirty (30) days;
- b. Suspension of the project for more than sixty (60) days;
- c. The Client's material default of any terms of this agreement; or
- d. The Client's failure to execute this agreement.

### 6. Risk Allocation

**SPDS** will be responsible only for its own work and not for defects in the work designed or built by others. **SPDS** will not be responsible for consequential damages either to the Client or to other members of the construction team, including without limitation damages for delay or for construction inefficiencies for any cause whatsoever; In no event will **SPDS** be liable for damages to the Client, assignees, the contractor or its subcontractors for any claims or damages in excess of the amount of the fees paid to **SPDS** by the client.

7. Dispute Resolution

As a condition precedent to either Client or **SPDS**'s filing of any claim in litigation, the President of **SPDS** and the Client will meet within thirty (30) days of a request by either party to attempt to resolve the dispute. **SPDS** will not be required to participate in any mediation or arbitration proceeding with any parties other than the Client without **SPDS**'s consent. In the event of a dispute, neither **SPDS** nor the Client will be entitled to the award of attorneys' fees. Venue for any dispute arising out of the services provided by **SPDS** under this agreement will be in the District Court of Dallas County, Texas. Any applicable statute of limitations will commence to run and any cause of action will be deemed to have accrued not later than the date of the substantial completion of the project on which **SPDS**'s services are provided.

8. Revised Project Budget

If the project budget defined by the scope of services is increased or decreased by more than ten percent (10%) after design/development phase of the work, the time and effort required to redesign the project within the new budget will be considered additional services to the agreement.

9. Additional Services

Additional services are services that may be needed by the Client, but which are not included in the Scope or Services as describe in this contract. Additional services will be provided only with prior written approval of the Client, and include but are not limited to the following:

- a. Preparation and presentation of graphic exhibits other than those described in the Scope of Services.
- b. Revisions and changes in drawings, specifications or other documents previously given by the Client, or preparation of alternatives or deductive change orders requested by the Client.
- c. Preparation of record drawings or of measured drawings of existing conditions.
- d. Providing prolonged construction observation should the construction time be substantially extended through no fault of **SPDS**.
- e. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for **SPDS** scope items is reduced through no fault of **SPDS**.