

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

AGREEMENT FOR  
LANDSCAPE ARCHITECTURAL SERVICES

This Agreement for (“Agreement”) is made by and between the City of Coppell, Texas (“City”) and Tim Hansen, Landscape Architect, a Texas Sole Proprietorship (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to perform identified in the Scope of Services (the “Services”); and

**WHEREAS**, the Contractor desires to render the Services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 The initial term of this Agreement shall be for an initial term commencing on September 15, 2016 (the “Effective Date”) and ending on September 15, 2017 (“Initial Term”); provided, however, that City shall have the right and option to extend the term for up to four (4) additional one (1) year terms by providing written notice to Contractor of the City’s election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the Initial Term.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II**  
**Scope of Services**

2.1 The Contractor shall perform in connection with the Services as set forth in the Scope of Services, listed as Exhibit A

**Article III**  
**Schedule of Work**

Contractor agrees to complete the required Services in accordance with the Scope of Services. Further, the City agrees to provide the Contractor with requested information, existing surveys, and maps, and to schedule meetings in a timely manner to facilitate the completion of said Services.

#### **Article IV Compensation and Method of Payment**

4.1 Contractor will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, a total amount of \$82,780 (Eighty-two thousand seven hundred eighty dollars). Unless otherwise provided herein, payment to the Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for Services that shows the percentage of each Work Phase completed, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

#### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the equipment, supplies, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 City shall provide space for all equipment supplied by Contractor which remains on the job site during the life of the Agreement. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all Services and available to the Contractors' employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its Services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Purchasing Director  
Purchasing Department  
City of Coppell, Texas  
P.O. Box 478  
Coppell, Texas 75019

With a copy to:

Robert Hager  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

If intended for Contractor:

Inc.  
Attn: Tim Hansen  
3131 Robinhood Street  
Houston, Texas 77005-2345

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general commercial liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), (ii) public liability insurance policy with an aggregate limit of not less than \$1,000,000.00 and products and completed operations liability aggregate limit of no less than \$1,000,000.00; (iii) City's Protective Liability insurance policy with a minimum limits of not less than \$600,000.00 per occurrence and not less than \$1,000,000 Aggregate, (iv) excess /umbrella liability insurance policy coverage with a limit of not less than \$1,000,000.00 per occurrence with drop down coverage, (v) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Automobile Liability Insurance and Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by the City.

- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

(a) CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF COPPELL, TEXAS**

By: \_\_\_\_\_  
Clay Phillips, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Christel Pettinos, City Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT A**

## **SCOPE OF SERVICES**

Rolling Oaks Memorial Center Expansion  
City of Coppell, Texas

### **PART I – Community Input and Research of Similar Facilities**

**\$5760.**

#### **TASK A – SUMMARY OF COMMUNITY INPUT: 2 WEEKS**

1. The City agrees to provide to the Contractor the concerns and “wish list” obtained from community groups and will be responsible for the accuracy and completeness of the information. Therefore, the Contractor will limit his scope to a simple review of the information gathered so far and will return a summary with questions remaining if appropriate. This community input will be incorporated into its planning and design process.

Included in this item:

- A written summary of community group input will be provided by city staff.
- Features and improvements that staff determine are feasible will be incorporated into the proposed conceptual site plans.

#### **TASK B – MARKET RESEARCH: 3 WEEKS**

1. The Contractor will compare the cemetery resources of Rolling Oaks to similar cemeteries in the region with regard to burial options, amenities, cultural gardens, and industry trends. This will include features, pricing, policies, and products. A summary of the research will be emailed to the City for review.

Included in this item:

- A written summary (graphs, charts etc.) of similar cemeteries in the region comparing burial options, amenities, cultural gardens, industry trends, features, product pricing and general cemetery policies.

### **PART II – Site Survey and Analysis**

**\$35,760.**

#### **TASK A – TOPOGRAPHIC SURVEY: 6 WEEKS**

1. The Contractor will prepare a topographic survey for the entire undeveloped property, including 1' contours, known utilities, existing roads, the edge of platted, and adjacent graves. A licensed arborist will tag trees 6" and larger in the undeveloped area with botanical name, crown diameter, condition, and caliper. The survey will require clearing of access corridors on a 100' grid, the cost of which will be absorbed by the Contractor. Specifically excluded are a Boundary Survey, title information, floodplain determination or water body restrictions, wetlands delineation, or jurisdictional work.

Included in this item:

- A topographic survey of the undeveloped cemetery property with 1" contours, utilities, roads, the edge of platted and adjacent graves where abutting undeveloped property.
- A detailed tree survey per City arborist directions to be used to help determine feasible placement of graves, roads, walks, utilities, structures, amenities and potential above-ground (root zone) features such as niches, etc. Recommendations for tree preservation or removal to propose the most efficient use of the remaining undeveloped property.

## **TASK B – SITE ANALYSIS: 2 WEEKS**

1. The Contractor will review the inventory data as provided by the City to confirm history of sales and summarize patterns and trends if apparent. This summary will be emailed to the Advisory Committee.

Included in this item:

- A written summary of ROMC sales, remaining inventory of spaces and niches, with an analysis of sales patterns and trends if apparent.

2. Using the topographic survey, the Contractor will analyze existing site conditions, including views, drainage, irrigation, and existing trees to guide a defensible concept development. The product of this Work Item will not be presented, but will serve as an in-house graphic and written summary of the site's opportunities and constraints.

Included in this item:

- A written graphic and summary of the site's opportunities and constraints based on the topographic survey results which will incorporate views, drainage, irrigation and existing trees to propose defensible concept plans for the undeveloped property.

## **PART III – Concept Development**

**\$20,460.**

### **TASK A - CONCEPT PLANS: 4 WEEKS**

1. At least three alternative Concept Plans will be prepared that will fit the required Program elements to the opportunities and constraints of the site. Concept Plans will address the entire undeveloped cemetery property and, to a limited extent, the existing development as appropriate. The degree to which the Concepts will vary is yet to be determined, but may be generated by any combination of initial cost, potential revenue, extent of construction, style, or product mix. Concepts may be hand-drawn as a means to communicate their flexibility and non-final nature.

Included in this plan:

- A minimum of three Concept Plans for the entire undeveloped property and the existing developed property if appropriate to maximize its usage and potential.
- A differentiation of the concepts based on initial cost estimates, potential revenue, extent of construction, style and product mix.

### **TASK B – CONCEPT WORKSHOP AND REFINEMENT: 3 WEEKS**

1. The Contractor will personally present the Concepts to the Advisory Committee for review to determine their feasibility, potential for implementation, and perceived match to expectations of the City and community. Comments received at this meeting will be noted and summarized, documented by a subsequent email to the Advisory Committee. The format for this Workshop will be an informal sit-down meeting that will encourage active participation by all those in attendance. The Contractor will be available to translate ideas to graphic form as time allows. Images of other cemetery products and landscape improvements shown at the Workshop will assist in communicating the possibilities for the cemetery's future.

Included in this plan:

- Presentation of Master Plan/Expansion concepts to City selected personnel and associated groups if warranted.
- Contractor will provide notes and a summary of this meeting to the project manager.

2. The Contractor will personally present all three Concepts to the City Council at a regularly-scheduled Council meeting or Workshop Session, as directed by the City. Other likely interested stakeholders will be encouraged to attend, including neighbors, city staff, churches, and funeral homes.

Included in this plan:

- One presentation to the City Council on the Concept Plans.



3. The Contractor will provide notes and a summary of this meeting to the project manager.  
Included in this plan:
  - A Preferred Concept Plan based on Council direction that will include the entire site Master Plan and a Phase II development plan. Printed and electronic versions will be provided by the Contractor.
4. Comments received from Council will serve as direction to proceed with the Preferred Concept Plan that will serve as the basis for subsequent Master Plan and Phase II development. The Preferred Concept will be printed at a scale suitable for mounting and public display. An electronic version will be provided to the City for posting on its website.

## **PART IV – Master Plan and Phase II Development**

**\$14,480.**

### **TASK A – ILLUSTRATIVE MASTER PLAN: 4 WEEKS**

1. The Preferred Concept will be refined and prepared as the Illustrative Master Plan 2016 (or similar name). The Master Plan will include an inventory summary with its principal features labeled. It will represent the latest community and staff recommendations and make the best use of the existing development, while creatively adapting to the undeveloped landscape opportunities. It will provide a meaningful guide to the immediate and near-term expansion that is as efficient, attractive, and responsive as possible. A pdf will be printed and mounted for public display and posted to the website. The Master Plan with its overall features and recommendations will be presented for formal approval by City Staff to the City Council with the Contractor in attendance.

Included in this plan:

- A conceptual Master Plan including an inventory summary and labeled features.
- An exhibit board of appropriate size featuring the approved conceptual Master Plan and Phase II development to be used by the city for public display.

### **TASK B – PHASE II DEVELOPMENT: 3 WEEKS**

1. The Contractor will describe a Phase II extents for the review and approval of the Advisory Committee. The products of this Work Item will be generated and produced with a CAD-based system for increased accuracy and ease of modification.

Included in this plan:

- A Phase II extents plan for city review and approval. This will include the part of the undeveloped property that is proposed for the expansion of the cemetery based on council direction.
- A Statement of Probable Costs that can be used by the city to budget for the Phase II expansion of the cemetery.

2. The level of detail in this Work Item will allow for a defensible Statement of Probable Costs to assist the Committee in establishing a budget as well as what improvements are feasible for the next phase.

## **PART V – Policy Review**

**\$2320.**

### **TASK A - REVIEW OF EXISTING POLICIES ORDINANCES: 1 WEEK**

1. The Contractor will elicit comments from the Cemetery as to any perceived shortcomings with existing regulations as a starting point for research. The Contractor will summarize Cemetery policies and regulations derived from cemeteries with similar size, operation, and market.

Included in this plan:

- An evaluation of the ROMC policies and regulations along with a comparison of this data with that of at least five other cemeteries of similar size, operation and market.

**TASK B - MODIFY AND UPDATE POLICIES, STANDARDS: 1 WEEK**

1. The Contractor will submit to the Cemetery preliminary recommendations to enhance existing policies in order to improve cemetery appearance, reduce maintenance, respond better to family preferences, and generally simplify management.

Included in this plan:

- A written list of recommendations to enhance the existing ROMC policies, improve cemetery appearance, reduce maintenance costs and simplify management practices to better serve families.

**PART VI – Action Plan and Executive Summary****\$4000.****TASK A – PHASING RECOMMENDATIONS: 2 WEEKS**

1. Based on the approved Master Plan, the Contractor will define a specific Phase II limit for purposes of verifying inventory and construction costs.

Included in this plan:

- A specific Phase II plan confirming potential inventory of graves, structures, features and amenities along with probable construction costs. The plan will include roads, walks, irrigation, trees, buildings (office, storage), features (mausoleums, columbarium, crypts, statues, fountains etc.), gardens (private estate, community, cultural etc.) if approved by the city.

**TASK B – EXECUTIVE SUMMARY: 4 WEEKS**

1. The Contractor will prepare a basic written and graphic report that summarizes the master plan and Task A above.

Included in this plan:

- A written report and graphic plan that summarizes the Master Plan and the Phase II expansion.

2. Twenty-five (25) hard copies of the Illustrative Master Plan and fifteen (15) copies of the Executive Summary and two (2) CDs of the Master Plan and the Executive Summary Report will be delivered to the City.

Included in this plan:

- Twenty-five (25) hard copies of the Illustrative Master Plan delineating the Phase II Expansion Plan portion of the property and fifteen (15) copies of the Executive Summary and two (2) CD's of the Master/Expansion Plan and the Executive Summary report.

**To be Provided by the City:**

The City agrees to provide to the Contractor at no charge and in a timely manner the following as part of this Agreement:

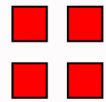
1. A copy of the topographic survey prepared for Phase I (dwg file, AutoCAD 2013 preferred) to help establish a starting point for Phase II;
2. A description of the known restrictions on the access, use, development, and extent of the drainageway along the east side of the property, shown as a “blue line” on USGS maps; and
3. Digital maps of all existing gardens and latest inventory and sales data.

**Expenses**

The City agrees to reimburse the Contractor for project-related expenses for the Scope of Services above. Project expenses include all travel and anticipated printing costs for meetings and Part VI, Executive Summary. Refer to Exhibit B MKEC rate schedule and Exhibit C Hansen Rate Schedule for applicable. Expenses shall not exceed \$16,000.

## **Schedule**

Each Work Item above includes an estimated number of weeks to complete. Progress on the Work Items necessarily overlaps and is not necessarily a continuous work effort; hence, the number of weeks stated are not cumulative. Completion dates have not been assigned as the start dates, City-managed meeting schedule, and required approvals cannot be determined. City agrees to manage the scheduling of all meetings, including the arrangement of meeting facilities and times, announcements of said meetings, and expenses related thereto. The Contractor agrees to work diligently to complete the Services described above in a timely manner, subject to the City's ability to respond to requests for reviews and comments from time to time. It is the Contractor's intent to complete Parts I-VI within a six-month time frame.



**Exhibit C**

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**Tim Hansen, ASLA**

**2016 HOURLY RATE SCHEDULE\***

<b><u>Classification</u></b>	<b><u>Billing Rate per Hour</u></b>
Principal/Project Manager .....	140.00

**EXPENSES:**

Xerox Copies .....	Current Market Rate
Plot Prints .....	0.90 per S.F.
Color / Mylar Plot Prints .....	2.00 per S.F.
Mileage .....	IRS Allowed Rate
Project Expenses .....	Cost + 10%
Sub consultants .....	Cost + 10%

\*Rates apply for Extra Services, if applicable.

**MKEC Engineering, Inc.**  
**2016 HOURLY RATE SCHEDULE**

<b><u>Classification</u></b>	<b><u>Billing Rate per Hour</u></b>
Principal/Project Manager .....	145.00
Senior Engineer .....	134.00
Engineer Level I .....	107.00
Engineer Level II/Senior Technician .....	97.00
Secretary .....	53.00
Survey Team/2 Man.....	150.00
Survey/GPS .....	150.00
Survey/Leica .....	331.00
RLS.....	97.00
Inspector .....	97.00
Technician I .....	85.00
Technician II .....	65.00

**EXPENSES:**

Xerox Copies .....	Current Market Rate
Plot Prints .....	0.90 per S.F.
Color / Mylar Plot Prints .....	2.00 per S.F.
Mileage .....	IRS Allowed Rate
Project Expenses .....	Cost + 10%
Sub consultants .....	Cost + 10%