

October 16, 2019

Mr. Robbie Corder
City Manager
City of University Park
3800 University Park Blvd.
University Park, TX 75205

Snider Plaza Landscape Design
Landscape Architectural Consulting Services

Dear Robbie,

Space Between Design Studio (Space Between) is pleased to submit this proposal to the City of University Park (City), for professional services for the development of public streetscape and open space amenity enhancements associated with Snider Plaza located in University Park, Texas.

PROJECT DESCRIPTION AND UNDERSTANDING

The overall project site for the Snider Plaza improvements incorporates the general area from Lovers Lane south to Daniel, all streets from Hursey Street east to Hillcrest Avenue, and with particular focus on Snider Plaza and including Hillcrest Avenue with related cross-connecting street intersections. The project scope will also include improvements along Milton Avenue westward to Dickens Avenue and then northward to Westminster Avenue at Curtis Park, extending up to Lovers Lane. Refer to Attachment C.

We anticipate working closely with Catalyst Urban Developers, who are working on behalf of the City, to oversee the design process and drawing production for the enhancements of Snider Plaza.

All necessary base surveying and mapping will be provided by the City and its engineer for all design work.

We anticipate to work closely with the Pacheco Koch design team for streetscape design, design presentation and construction documentation for anticipated roadway, fountain and plaza related design changes.

The public streetscape improvements for all surrounding streets are understood to extend to back of existing or proposed sidewalks on both sides of the street. Improvement within Snider Plaza is understood to extend from building face to building face.

Space Between Design Studio, LLC.

2916 Woodside St.
Dallas, Texas 75204

The estimated overall project schedule is as follows (all time periods are subject to change due to outside concerns).

- Programming and Landscape Schematic Design (SD) 12 weeks
- Construction Documents (CD) 20 weeks

SCOPE OF SERVICES

Phase 1.0 Programming and Landscape Schematic Design

Based upon the direction received from Catalyst and the City and with understanding that schematic design will be based upon the concept plan previously prepared by Catalyst, Space Between shall proceed with the development of conceptual sketches and schematic design presentations for Snider Plaza and the surrounding streetscapes. The basis of the design is intended to address the following:

- Maximized surface parking within context of new landscape improvements
- Enhance sidewalks, crosswalks
- Creation of pedestrian seating and gathering areas and a kid's zone
- Sidewalk and street tree plantings, along with area public parking lot planting while taking into account store-front visibility and plant adaptability and maintenance
- Street and site furnishings
- Lighting improvements
- Enhance Plaza fountain
- Entry features and identity elements with signage concepts
- Accommodation for electric vehicle charging stations
- Irrigation
- Phasing and implementation schedule for the proposed improvements

Based on these design considerations, the design team shall prepare for the Catalyst and City's approval conceptual sketches and schematic design documents consisting of drawings and other relevant items as further defined herein.

The concept design will describe the character and size of the public streetscape and site amenities of the project. Space Between will utilize existing base information provided by the City.

Within Phase 1.0 Programming and Landscape Schematic Design we anticipate the following Stakeholder Meetings. Stakeholder meetings will be coordinated and scheduled by Catalyst.

- Initial General Stakeholder Meeting. This is anticipated after Task 1.2
- (3) individual Merchant and Property City Meetings. These meetings are anticipated during Task 1.3

During **Task 1.1** of the Schematic Design Phase, Space Between will produce the following:

- Prepare initial concept character Image Boards of plaza and streetscape ideas, site furnishings, lighting concepts, entry features and signage and other paving, or hardscape elements.
- Prepare hand-drawn concept sketches to convey plaza, streetscape, and gathering space design ideas. This is intended to be presented informally at regular Team Meetings with Catalyst to receive general design consensus.

We anticipate that Catalyst approved concept sketches will be packaged to be provided to the City for initial review, coordination and needed approvals.

Task 1.2 Concept Design Refinement

Based on the prepared concept sketches and any further input from the Catalyst and the City, Space Between will make refinements to the plans and prepare a presentation formatted to be presented at a General Stakeholder meeting.

Task 1.3 Schematic Design

Based upon input received during the General Stakeholder meeting, the schematic design will further describe and elaborate the character of the public streetscape and Snider Plaza. These presentation drawings are to get final approval from the City, and anticipated to be used at (3) individual property owners and merchant stakeholder meetings. For these presentations and further design elaboration Space Between will utilize existing base information provided by City.

During **Task 1.3** of the Schematic Design phase, Space Between will produce the following:

- Prepare one (1) overall rendered Schematic Site Plan showing median, streetscape and open space amenities.
- Prepare rendered Enlarged Streetscape and Snider Plaza Site Plans of the gathering areas and streetscape improvements
- Prepare Image and Character Board of site amenities, site furnishings, preliminary lighting and entry monument and signage concepts.
- Prepare section or perspective graphics to convey design intent of specific design elements

At least one (1) representative from Space Between will present the Schematic Design to the Catalyst and the City to receive input and approval. These presentation drawings are anticipated to be provided to the City for use at the stakeholder meetings as noted above. Based upon the input received from the Catalyst, the City and stakeholders, Space Between will revise the schematic design package one (1) time. For the final revised Schematic Design Package presentation, Space Between will prepare the following:

- Prepare one (1) overall rendered Schematic Site Plan showing median, streetscape and open space amenities.
- Prepare rendered Enlarged Streetscape and Snider Plaza Site Plans of the gathering areas and streetscape improvements
- Prepare Image and Character Board of site amenities, site furnishings, and preliminary lighting concepts.
- Prepare section or perspective graphics to convey design intent of specific design elements
- Prepare schematic-level pricing narratives for use by the City in further refining budget numbers.
- Prepare schematic-level opinion of probable construction cost estimate

At least one (1) representative from Space Between will present the revised Schematic Design Package to the City for approval.

At the conclusion of **Phase 1.0**, Space Between will make necessary scope and budget adjustments to the project and the design team will jointly review all scope and budget revisions with the Catalyst and the City.

Deliverables / Printed Deliverables:

Task 1.1

- Pdf's of 11 x 17 sheets

Task 1.2

- PowerPoint presentation
- Pdfs or jpegs for large format printing by SBDS for General Stakeholder Meeting. We approximate (4) presentation boards

Task 1.3

- pdf's or jpegs of 11" x 17" sheets and large format printing.
- Large format printing by SBDS for (3) Stakeholder Meetings. We approximate a total of (10-12) presentation boards for all meetings.

Phase 2.0 Landscape Construction Documents

Based upon the approved Schematic Design drawings and any adjustments in the scope or quality of the project, or construction budget approved by the Catalyst and the City, Space Between shall prepare Construction Document drawings for the public landscape improvements for the purpose of bidding and construction.

The drawings to be produced for the Construction document package will include the public softscape and hardscape enhancements including complete detailing for the streetscape and Snider Plaza amenity items that have been proposed and which are contained within the construction budgets. This would include items such as paving, shade structures, play structures, water features, landscape walls, steps, seating, etc.

The following document submittal packages will be provided to the Catalyst and the City for review:

- Design Development Set (50%) with Outline Specifications
- Initial CD Set – (85-90%) with Draft Specifications in Project Manual format
- 100% Construction Set with Specifications in Project Manual format

The following document submittal packages will be provided:

- 50% Review Set
- 85%-90% CD Review Set
- 100% Construction Set

During the Construction Document phase, Space Between will produce the following anticipated plans:

- Overall Site Plan
- Schedule Sheets
- Site Layout and Material Plans at 20 scale
(Approximately 6 sheets – 30" x 42")
- Enlarged Site Amenity Layout and Material Plan at 10 scale
(Approximately 4 sheet – 30" x 42")
- Site Dimension Plans at 20 scale
(Approximately 6 sheets – 30" x 42")
- Enlarged Site Amenity Dimension Plan at 10 scale
(Approximately 4 sheet – 30" x 42")
- Hardscape Details – site amenities
(Approximately 8 sheets – 30" x 42")
- Site Grading and Drainage Plans at 20 scale
(Approximately 6 sheets – 30" x 42")
- Enlarged Site Amenity Grading and Drainage Plan at 10 scale
(Approximately 4 sheet – 30" x 42")
- Site Lighting Plans at 20 scale
(Approximately 6 sheets – 30" x 42")
- Enlarged Site Amenity Lighting Plan at 10 scale
(Approximately 4 sheet – 30" x 42")
- Site Planting Plans at 20 scale
(Approximately 6 sheets – 30" x 42")
- Enlarged Site Amenity Planting Plan at 10 scale
(Approximately 4 sheet – 30" x 42")
- Planting Details
(Approximately 2 sheet – 30" x 42")
- Site Tree Bubbler and Irrigation Plans at 20 scale
(Approximately 6 sheets – 30" x 42")
- Irrigation Details
(Approximately 1 sheet – 30" x 42")
- Specifications in Project Manual Format including bid tabulation sheets, if required

Specific coordination with other consultants on the project for landscape improvements will include:

- Coordination with Civil Engineer / MEP for irrigation, water, electrical or sanitary sewer requirements.
- Coordination with specialized fountain equipment company
- Coordination for irrigation sleeves.
- Coordination with Civil Engineer for site grading and drainage piping tie-ins
- Street and Site lighting coordination and hand-off to the Electrical Engineer or MEP for inclusion in their drawings
- Coordination with the environmental graphics designer for placement of signage or detailing of entry monuments / signage elements

We anticipate bi-weekly meetings with the Catalyst /City/ Design Team through the Construction Document phase.

The scope of services for the construction document task assumes that upon sealing and submitting the construction drawings for construction for the project that additional plan changes will be considered additional services.

Printed Deliverables / Deliverables: PDF's of each sheet will be provided to the City.

COMPENSATION

Space Between Design Studio will provide professional services for the Snider Plaza Landscape Design project on a Lump Sum Basis, excluding reimbursables. Fees have been separated by Phase. The following is a summary by task of our compensation for the Professional Services outlined in the scope of services as noted above.

LANDSCAPE ARCHITECTURAL DESIGN and LANDSCAPE CONSTRUCTION ADMINISTRATION (Lump Sum)

1.0	Landscape Schematic Design	\$52,5000
	Task 1.1 Concept Design	
	Task 1.2 Concept Design Refinement	
	Task 1.3 Schematic Design	
2.0	Landscape Construction Documents	<u>\$126,000</u>
Lump Sum Total		\$178,500

These fees are based on a standard delivery process. Should the City elect to proceed on an accelerated basis, our fee would be adjusted accordingly to accommodate the revised schedule.

Assumptions

1. This scope of services does not include any Geotechnical soil study or report.
2. This scope of services does not include required Civil Engineering, MEP, Electrical Engineering or Environmental Graphic Design. These are considered a separate scope of work.
3. A Storm Water Pollution Prevention Plan (SWPPP) is not included in the scope for this project.
4. Space Between will be provided with accurate topographic and base information, depicting the alignment of vehicular paving, curbs, Right of Way lines, utilities, and all necessary base information for use in the design of the project. If further field topographic information is required prior to beginning the Construction documents, it will be provided under a separate contract and is not included within the scope of services.
5. All processing fees for the review of the Construction documents by the City of University Park and TDLR will be provided by the City and are covered as reimbursable expenses for the project.
6. This scope of services assumes that upon approval of the final schematic plan for the project, additional design concepts and related re-design efforts will be considered additional services.
7. This scope of services assumes that upon sealing and submitting the construction drawings for construction for the project that additional plan changes and related re-design efforts will be considered additional services.
8. Space Between has no control over construction costs or equipment prices. Any opinion of probable construction estimates herein is provided on the basis of experience and judgment as design professionals. Space Between cannot and does not guarantee proposals, bids or costs will not vary from these estimates.
9. This scope of services assumes that fees associated with the review of the landscape contract documents and details by the Landscape Architect's structural engineer is included within this scope of work.
9. Space Between has anticipated that (4) formal presentations to the City and Public Shareholders will be required and that we understand all meetings with Shareholders will be arranged and directed by the Catalyst and the City.

10. This Contract does not include any other public presentations other than those outlined in the scope. The City may include additional public presentations at a cost of \$800.00 per additional presentation. In the event that the exhibits contained within this proposal are not sufficient for Council or other presentations, Space Between will prepare a proposal to refine the exhibits to the level requested by the City, and the fee for such services will be negotiated with the City.
11. We anticipate routine meetings with the City of University Park Staff for review of plans during SD and CD Phases.
11. Space Between has assumed that no separate City or TIF District Landscape Plans will be required to be prepared other than those anticipated as part of the Construction Documents.

General Additional Services

Space Between and its consultants will provide general additional services when requested by the City in writing, on an hourly basis in accordance with the attached Hourly Rate Table by Classification. An "Additional Services Authorization" will be forwarded to the City by Space Between along with a proposal outline for the requested additional services. This authorization will be approved by the City and returned prior to Space Between proceeding with the additional scope of work.

Reimbursable Expenses

Reimbursable Expenses are defined as those actual expenditures incurred directly in connection with the project. These expenses shall be billed at cost plus 10%. Reimbursable Expenses for all Phases will be capped at \$4500. Reimbursable Expenses shall include, but are not limited to the following:

- Telephone; Facsimile
- Postage and Delivery
- TDLR or City Review Fees
- Reproductions; Photocopies; Printing; and Computer Plotting
- Large format printing for presentations
- Transportation; Travel, hotel, car rental, meals.
- Photography
- Professional Renderings and Models
(Optional at an additional cost and not included in this scope)
- Additional Expense over normal hourly rates for Overtime Work approved by City in advance of the work being performed

By executing and returning a copy of this letter, the City of University Park, Texas agrees to the terms of this proposal and agrees to pay Space Between Design Studio, LLC. in accordance with those terms stated. If we can supplement this information or answer any questions, please feel free to contact me at (817) 247-8226. We appreciate the opportunity to submit this proposal and look forward to working with you on this exciting project.

Sincerely,

Accepted by,

Space Between Design Studio, LLC.

City of University Park, Texas



Karen W. Koerth
Partner

Name

Title

Date

cc: File

Attachment A – Terms & Conditions
Attachment B – Hourly Rate Schedule

ATTACHMENT A
TERMS AND CONDITIONS
Space Between Design Studio
Snider Plaza Landscape Design
October 16, 2019

Additional Services

Space Between and its consultants will provide additional services when requested by the City in writing, on an hourly basis according to the attached Hourly Rate Schedule. Directed changes to items previously approved will be considered Additional Services.

Payment for Services Provided

Compensation for Services and Expenses shall be due and payable within 30 days of invoice date. Space Between will invoice the City on a monthly basis. Invoices over 60 days will be charged interest at Hillcrest Bank prime rate plus 2 percent. If unpaid invoices become more than 60 days overdue, Space Between may, upon 7 days written notice to the City, stop work until payment is received. In the event of non-payment, City shall reimburse Space Between for any attorney fees incurred to collect the unpaid receivables. Retainers and future payments on this Project may be wired directly to:

Hillcrest Bank
3102 Maple Avenue, Suite 120
Dallas, Texas 75201
Bank ID# 101002949
Account # 10087009

Reference Nos. ***Snider Plaza Landscape Design***

Non-Discrimination and Other City Requests

Space Between shall comply with all applicable anti-discrimination and equal employment laws and regulations and shall provide any necessary certificates to evidence such compliance.

Certificates

Space Between shall not provide certificates that require knowledge and expertise outside The Design Team's professional responsibility on the Project.

Use of Space Between's Documents

Documents prepared by Space Between for this Project are instruments of Space Between's service for use solely with respect to this Project and Space Between shall retain all rights, including copyright. City is granted a non-exclusive license to use, copy and reproduce documents in connection with repair, maintenance, use and occupancy of Project. Other uses shall be negotiated separately. Space Between reserves the right to photograph the Project and to be identified as designers of the Project in all Project marketing materials.

Electronic Files

City authorizes Space Between to distribute electronic files of Project to constructors and designers related directly to Project at The Design Team's normal fees for such distribution.

Space Between Insurance

Space Between will maintain professional liability insurance with a coverage limit of not less than \$1 million while providing services for this Project.

Limitation of Liability; Waiver of Consequential Damages

Space Between's total liability to the City for damages related to this Project shall not exceed the total sum paid on behalf of or to Space Between by Space Between's insurers in settlement of City's claims plus any deductible amount due from Space Between. Space Between and City mutually waive consequential damages arising out of the Project.

Claims and Disputes

Space Between and City shall endeavor to resolve any disputes arising regarding this Project by mediation.

Miscellaneous

Space Between has no responsibility (1) for detection or removal of hazardous substances; (2) for construction site safety and means and methods of construction used by the contractor; (3) to provide any service not approved by Space Between and set forth in writing. This proposal is the entire agreement between the City and Space Between and supersedes all prior negotiations and proposals. The law of the project location governs this Agreement.

Assignment

Neither Space Between nor City shall assign this agreement without consent of the other party, not to be unreasonably withheld.

Termination

Either party may terminate this Agreement at any time with or without cause by written notice. Termination shall be effective 7 days after date of notice. Upon termination, all invoices presented by Space Between for Services and Expenses for periods prior to the date of termination shall become immediately due and payable. Failure of City to make payments to Space Between under this Agreement shall be cause for suspension and termination. In the event of a suspension of Services, Space Between shall have no liability for any damages to City incurred because of such suspension.

End of Terms and Conditions

ATTACHMENT B
Professional Rate Schedule by Classification
Effective January 2012
Space Between Design Studio
Snider Plaza Landscape Design
October 16, 2019

Principal	\$200.00
Associate: Project Designer/Manager	\$125.00
Staff /Landscape Architect/Planner	\$ 85.00
Technical Assistant	\$ 50.00

The above rates may include temporary personnel hired by Space Between on a contractual as needed basis.

Rates Subject to Annual Adjustment

ATTACHMENT C
SCOPE OF WORK
Space Between Design Studio
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