



M2L ASSOCIATES INC.
8955 Katy Fwy., Suite 300
Houston, Texas 77024
Tel: (713) 722 8897
Fax: (713) 722 8048

Urban Planning
Urban Design
Landscape Architecture

February 8, 2011

Doug Kneupper
City Engr.
City of Texas City
1801 9th Avenue North
Texas City, TX 77592-2068

RE: TXCI0901 - Highway 1764 Phase 2 Landscape Services Proposal

Dear Mr. Kneupper::

M2L Associates Inc. is pleased to submit the following proposal to provide landscape architectural services for the Highway 1764 Landscape Phase 2 Project in Texas City, Texas. This AGREEMENT is made by and between M2L Associates Inc. hereinafter referred to as CONSULTANT, and The City of Texas City hereinafter referred to as the CLIENT.

The AGREEMENT between the parties consists of the terms and conditions set forth herein. Any changes to this AGREEMENT must be mutually agreed to in writing.

I. SCOPE OF SERVICES

- A. CONSULTANT shall provide Design Consultation for the following items:
 - 1. Highway 1764 @ Century
 - 2. Highway 1764 @ IH 45
 - 3. 9th Avenue N @ 21st Street N

- B. CONSULTANT shall provide design services as later described, for the following scope items.
 - 1. Planting plans that identify plant material types, sizes, and locations and layout including soil amendments and temporary staking details (if applicable)
 - 2. Irrigation system including the location, types, sizes of irrigation sleeves, mainlines, irrigation controllers, and point of connections.
 - 3. Design and installation of pedestrian level lighting.
 - 4. Site finish grading plans for landscape areas including grading improvements to IH 45 @ 1764 landscape features.
 - 5. Conform to TxDOT standards process and procedures.
 - 6. Assist TxDOT's Construction Management process.
 - 7. Preparation and submittal of 50%, 90% and 100% SD packages construction document submittals. Attend CLIENT/OWNER meetings as requested by CLIENT.
 - 8. Assist TxDOT in preparing public bid documents and securing a qualified contractor.

- C. The CONSULTANT shall engage the following subconsultants to provide the following project and client related services.
 - 1. Site survey in CAD format. Topographic survey for the three project areas according to TxDOT Standards. The CONSULTANT will engage Ellis Surveying Services, Texas City, Texas for these services.
 - 2. Structural and electrical engineering for proposed pedestrian level street lighting.

- D. CONSULTANT shall provide the following project and client related services.
1. Obtain and review all available existing site information (provided by CLIENT) and become familiar with the site's landscape opportunities and constraints
 2. Visit and obtain photographic coverage of the project site to get familiar with overall physical site characteristics and the context of the surrounding area.
 3. Meet with project team to assist in the program development of the site.
 4. Meet with the CLIENT to discuss the general design approach
 5. Prepare estimates of probable construction costs.
 6. Coordinate with CLIENT'S other consultants.

II. PROCEDURE

A. **Task 1: SCHEMATIC DESIGN/DESIGN DEVELOPMENT**

After authorization to proceed, The CONSULTANT shall prepare detailed landscape design plans with sketches and/or renderings of proposed landscape design for the CONSULTANT'S Scope of Work. The CONSULTANT shall prepare shall prepare estimate of probable construction cost.

B. **Task 2: CONSTRUCTION DOCUMENTS**

Upon CLIENT's approval of the schematic and design development drawings and estimate of probable construction cost, CONSULTANT shall prepare construction drawings and technical specifications for the CONSULTANT'S Scope of Work. The CONSULTANT shall assist the CLIENT with Contractor questions during the bidding period.

C. **Task 3: BIDDING SERVICES**

Upon TxDOT's and CLIENT's approval of the 100% Construction drawings and estimate of probable construction cost, CONSULTANT shall assist TxDOT in preparing and issuing the project for public bidding. The CONSULTANT shall prepare consultant related bid documents and final estimate of probable construction costs, attend prebid meetings, answer contractor questions, and review received bids.

D. **Task 4: CONSTRUCTION ADMINISTRATION**

After the selection of a qualified contractor the CONSULTANT shall assist the CLIENT's Construction Manager to shall monitor the construction site, review the progress and quality of the construction, and determine in general if the construction is proceeding in accordance with CONSULTANT'S landscape design intent and specifications. On the basis of its observations, the CONSULTANT will keep the CLIENT informed of the progress of construction. The CONSULTANT may recommend to the CLIENT the rejection of work failing to conform to the plans and specifications.

1. CONSULTANT shall endeavor to secure compliance by the contractor to the plans and specifications. CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences or procedures in connection with the work and CONSULTANT shall not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the plans and specifications.
2. The CONSULTANT shall visit the site at the substantial completion to review conformance with the contract documents. Additional site visits beyond those listed below will be considered Additional Services.
 - a). Preconstruction meeting 1
 - b) Site visits 8

- c) Substantial/final Completion Walkthrough 2
3. The CONSULTANT shall assist TxDOT Construction Manager and perform the following Construction Administration procedures as they relate to the CONSULTANT'S Scope of Work when requested:
- a) Contractor RFI's,
 - b) Assist CLIENT in preparing Change Orders, pay applications and/or Construction Change Directives ;
 - c) Shop Drawings and Submittals,
 - d) Project kickoff, construction meetings, substantial completion, and final completion walkthrough.

III. BILLING AND PAYMENT

The CLIENT will pay CONSULTANT a lump sum Fee as shown below. Fees for Professional Services and Reimbursable Costs shall be submitted to the CLIENT by the CONSULTANT monthly and will be due and payable within thirty (30) days from the receipt of said invoice from the OWNER. If the CLIENT objects to all or any portion of the invoice, the CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

<u>ITEM</u>	<u>FEE</u>
1. Task 1: Schematic Design/Design Development	\$15,000.00
2. Task 2: Construction Drawings	\$39,000.00
3. Task 3: Bidding	\$ 5,500.00
4. Task 4: Construction Phase Services	\$10,500.00
5. Topographic Survey(Ellis Surveying Services)	\$13,760.00
6. <u>Reimbursable Fees</u>	<u>\$ 3,500.00</u>
TOTAL FEE	\$87,260.00

Project related reimbursable exclude fees for securing authorities' approval, without prior written authorization by the CLIENT shall be limited to the amount listed above. Reimbursable includes but not limits to cost of reproduction including in house CAD plotting(bid and permit only); postage; courier; long distance calls and faxes. Reimbursable expenses shall be those that are reimbursable by the OWNER.

IV. ADDITIONAL SERVICES

- A. Additional site visits, beyond those stated in item II-D.3 above shall be billed as Additional Services and shall be billed on an hourly basis based up the CONSULTANT's normal billing rates. The CONSULTANT shall seek written authorization from the CLIENT prior to conducting Additional Services.
- B. The CLIENT shall provide the following information or services as required for the CONSULTANT to perform work. The CONSULTANT assumes no responsibility and shall not be liable for the accuracy of such information or services provided by the CLIENT. The CONSULTANT shall provide the following services with written authorization by the CLIENT. Such services shall be paid for by the CLIENT as additional services. Additional services shall be provided on a time and material basis and shall be billed at CONSULTANT'S normal billing rates.:
- (1) Property legal descriptions.
 - (2) Complete and final site engineering drawings in digital format, showing proposed and existing roadways, parking lots, service areas and site improvements, to include, but not limited to, existing and proposed elevations,

- above and below ground utility structures and piping.
- (3) Soils, geotechnical, structural, electrical or mechanical engineering services.
 - (4) Work, not defined in the scope of services, requested and/or authorized by the CLIENT.
 - (5) Additional work performed due to lack of performance, default, insolvency, errors and/or omissions by other consultants retained by the CLIENT and due to no fault of the CONSULTANT.
 - (6) Work performed due to delays as a result of CLIENT decisions or other project reasons and due to no fault of the CONSULTANT.
 - (7) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the CLIENT.
 - (8) Fees for a categorical exclusion document

V. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination. After receiving payment for outstanding fees the CONSULTANT shall forward to the Owner a complete set of the latest plans and specifications to date for Owner's use.

VI. SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon the CLIENT and the CONSULTANT, and upon both parties' successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

VII. CREDITS AND ACKNOWLEDGMENTS

The CONSULTANT reserves the right to issue press releases, marketing information and utilize public relations services to make public the role of the CONSULTANT on projects which have been made "public" by the CLIENT or the CLIENT's agent/CLIENT.

VIII. POST CONSTRUCTION MAINTENANCE

THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, AND TECHNIQUES OF THE CONTRACTOR AND/OR OWNER/CLIENT DURING THE REQUIRED MAINTENANCE AND WARRANTY PERIODS OR SUBSEQUENT YEARS AFTER THE COMPLETION OF THE WARRANTY PERIOD.

THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND COSTS, INCLUDING BUT LIMITED TO REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE CLIENT'S FAILURE TO PROPERLY MAINTAIN, OR ENGAGE A CONTRACTOR TO MAINTAIN, THE WORK IN A SATISFACTORY, WORKING CONDITION FOR WHICH THE WORK WAS INTENDED TO BE USED.

IX. INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS CLIENT FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) ARISING OUT OF THE DEATH OR BODILY INJURY TO ANY PERSON OR THE DESTRUCTION OR DAMAGE TO ANY PROPERTY, TO THE EXTENT CAUSED, DURING PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, BY THE NEGLIGENT ACTS, ERRORS AND OMISSIONS OF THE CONSULTANT OR ANYONE FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE.



THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, IT OFFICERS, DIRECTORS, PRINCIPALS AND EMPLOYEES, FROM ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OR THE CLIENT, CLIENT'S CONTRACTORS, CONSULTANTS OR ANYONE FOR WHOM CLIENT IS LEGALLY RESPONSIBLE.

X. PROFESSIONAL PRACTICE JURISDICTION

In the event that the Authority has a complaint and/or grievance against the CONSULTANT'S employees during the performance of any of the Services, the Authority shall direct all such complaints to the Texas Board of Architectural Examiners who has jurisdiction over the professional practice of persons registered as landscape architects in Texas. at the Address listed below.

Texas Board of Architectural Examiners
 Architecture/Interior Design/Landscape Architecture
 P O Box 12337
 Austin, TX 78711
 Telephone: 512/305-9000
 Fax: 512/305-8900

The Parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed by the CLIENT, below.

Agreed By and Between:

M2L Associates Inc.

City of Texas City

By: 

By: _____

Michael Mauer, ASLA

Name: _____

Title: Principal

Title: _____