



**The Landscape Alliance**  
site planning landscape architecture irrigation

January 7, 2013

Alan Magee  
Magee Architects, L.P.  
2824 West 7<sup>th</sup> St., Suite 100  
Fort Worth, Texas 76107

**Re: Johnson County Emergency Operations Center**

Dear Alan:

I appreciate the opportunity to submit The Landscape Alliance's (TLA) proposal to provide professional services for the design and development of landscape and irrigation improvements related to the new Johnson County Emergency Operations Center in Cleburne, Texas. It is understood that the project intent is to comply with the municipal landscape requirements for the site. Proposed services are outlined by Phase as referenced below.

**Phase I - Project Design and Municipal Submittal**

The scope of the this phase includes:

- Meetings with your firm, related consultants, and the Client required to conduct effective coordination of design.
- Design of landscape improvements related to this phase. This plan will be considered a preliminary plan subject to modification during review and will be prepared for approval by your firm and submittal to the City and Client.
- Coordination with the City to assure compliance with municipal ordinances.
- Provide revisions as requested and required for resubmittal.

It is understood that your firm or other consultants will provide all necessary site information necessary to pursue the design including a base plan or series of base plans including location of property lines, easements, rights-of way, topography, tree locations, utilities and utility connections.

**Phase II - Construction Documents**

Services provided within this phase include:

- Preparation of final plans, specifications and contract documents for landscape and site irrigation improvements in areas of new development.
- Coordinate planned improvements with other disciplines to assure proper coordination related to grading, sleeves, etc.

**951 W. Pipeline Rd., Suite 410, Hurst, Texas 76053 Metro: (817) 589-8909**

Approved by CC:

JAN 28 2013

**Phase III - Construction Administration Services**

TLA shall provide the following services during project construction:

- Check and make recommendations to Owner related to schedules, shop drawings, submittals and work performed for conformance with the design concept and information given in Contract Documents.
- Visit sites during construction to keep informed to project progress and respond to inquiries. Site visits, for the purposes of this proposal are estimated at a total of three. Additional visits will be considered as an additional service as referenced below.
- Render interpretations necessary for the proper execution of work progress with reasonable promptness and in accordance with general project schedule. All interpretations and decisions shall be reasonably inferable and consistent with the intent of the Contract Documents and will be in writing or in graphic form.
- Assist in preparation of Change Orders.
- Determine dates of substantial completion and attend final inspection of the project.

TLA will endeavor in a reasonable manner to guard the Owner against defects and deficiencies in the work of the contractor. TLA will not be responsible for, have control of or be in charge of construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the work, and will not be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents.

**Fees**

Proposed fees for the services outlined above are as follows:

Phases I & II - Project Design and Construction Documents.....	\$ 4,000.00
Phase III - Construction Administration.....	\$ <u>1,250.00</u>
Total Fee.....	\$ 5,250.00

These fees includes all primary services described in the phase outline, to be provided by TLA and its consultants. Fees will be billed on an hourly basis, based on services actually rendered. The Architect will be advised in advance of any anticipated changes in services which will impact the fee. Items not specifically included in the estimated fee are reproduction, reimbursable expenses, and additional services which are referenced below.

1. Printing, plotting, and reproduction beyond production originals shall be billed at standard commercial rates.
2. Municipal application and review fees, if applicable, will be charged at actual cost.
3. Any additional service such as expanded plans, representation related to variances, additional requested site visits, or other items not referenced herein will be charged as an additional service cost if required and approved by the Architect.

A statement of charges for services will be submitted by the 1<sup>st</sup> of each month and will be payable within thirty days by the Architect. All accounts past due sixty days from the date of statement will be charged interest at a rate of 12.0% per year for the unpaid balance. It is understood that this agreement may be cancelled at any time by you and payment shall be due based on the above method of computation only on work performed or expenses incurred to date of cancellation.

The Texas Board of Architectural Examiner's has jurisdiction over a professional's practice and may be contacted at P.O. Box 12337, Austin, Texas 78701-2337, (512) 305-9000.

If this agreement meets with your approval, please initiate by securing an authorized signature in the space provided below and return one copy for our files. Please call if you have any questions concerning any of the items herein or specifically omitted.

Sincerely,  
The Landscape Alliance



Gary P. Kutilek, RLA  
GPK/cb

Accepted and Approved by:

\_\_\_\_\_  
Magee Architects

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