

June 27, 2022

City of Elgin
Amy Miller, PIO
Director of Community Services
802 North Avenue C
Po Box 591
Elgin, Texas 78621
amiller@ci.elgin.tx.us

Re: Veterans Memorial Park Expansion – Elgin, TX
Proposal/Agreement for Professional Landscape Architecture Services

Dear Amy:

We first want to say, ‘Thank You’ for the opportunity to collaborate with the City of Elgin as part of the professional services team for this exciting community-based project.

Thus, we are submitting our proposed Scope and Fee for Professional Landscape Architecture/Planning and Professional Consultant Design Services, as we understand it to be. This proposal is based upon recent conversations and correspondence to date with your office, familiarization of existing site conditions exhibits, clients project goals, and input from our pre-proposal research.

The Planning/ Landscape Architecture and Professional Consultant Design Scope of Services shall basically consist of collaboration with the Client, Client Representatives, and the Consultant’s design team members through the planning, design, entitlement, procurement, and implementation phase to ensure the proposed scope of work elements meet the Owner’s program as well as the codes and ordinances of the respected City/ County entities.

Standard of Care

Landscape Architectural, Planning & Professional Consultant Design Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of this Project.

Scope of Services

Consultant Services to be provided under this Agreement are:

1. In collaboration with the Client, Project Owner, and/or other Project Team Members, the Consultant will provide landscape architecture and planning services for the Project:

Refer to “EXHIBIT B”

2. In conjunction with the performance of the foregoing Services, The Consultant shall provide the following scope/submittals/deliverables to the Client/ Client’s Representative:

Refer to “EXHIBIT B”



3. The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described above and per the project timeline as set forth by the Client once the Notice to Proceed is issued:

Refer to “EXHIBIT C”

Compensation

Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in section C.2 below:

Refer to “EXHIBIT D”

Other Terms and Conditions

The parties agree to the following provisions with respect to this specific Proposal/Agreement:

- The Consultant is able to start our services upon written acceptance of this Proposal/Agreement.
- All deliverables are to be in digital PDF format unless otherwise indicated.
- This Scope of Work represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter.
- Meeting can be defined as in person office/ project site, virtual teams, and/or teleconference.
- The following EXHIBITS are to be included as part of this Agreement:
 - EXHIBIT A – “City Services”
 - EXHIBIT B – “Planning & Landscape Architecture Services”
 - EXHIBIT C – “Work Schedule”
 - EXHIBIT D – “Fee Schedule”
 - EXHIBIT E – “Legal”
 - EXHIBIT F – “Certificates of Insurance”
- Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.
- The law in effect at the Consultant’s principal place of business shall govern this Agreement.
- This Agreement represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and the Consultant.

Once you have had the opportunity to review the proposal, please feel free to contact **studio16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at brent@studio1619.com or by phone at **512.534.8680**.



If the Projects owner’s representative concurs with the terms of the Proposal/Agreement, please sign in the place provided below and return a signed digital and/or hard copy for formal execution. This Proposal is valid for sixty (60) days.



IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement.

Submitted by:: **studio16:19, LLC**
studio16:19, LLC

Accepted by: **City of Elgin, Texas**

Brent A. Baker, ASLA, CLARB
managing principal

.....
authorized representative title

.....
printed name date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

