

CLARK CONDON

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

May 17, 2019

Megan Mainer
Parks & Recreation Director
City of Angleton
1601 N. Valderas St.
Angleton, TX 77515

Re: City of Angleton Brand Identity, Gateways & Signage

Dear Megan,

We are pleased to provide this proposal for landscape architectural design associated with the proposed City of Angleton Brand Identity, Gateways, and Signage located in Angleton, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK – Develop a brand identity, gateways, and ancillary signage throughout the City of Angleton. The scope includes documenting a city brand identity and developing monuments, ancillary signage, associated landscape and locations throughout the city for implementation in future phases.

The Landscape Architect and Design Team shall be responsible for providing design and documentation services for the project. This shall be accomplished by working closely with the Client, stakeholders and Design Team. Scope of work includes design and documentation for the following:

- A. Project Start-Up, Visioning and Meetings.
- B. Brand Identity Design (Documentation only. Design and coordination are within City Branding project scope).
- C. Gateway & Signage Design and associated Landscape and Lighting.
- D. Final Presentations and Booklet.

The specific tasks to develop the Branding and Gateway Master Plan are outlined below:

A. Project Start-Up, Visioning and Meetings

Scope shall include Client coordination and overall visioning, including public engagement. Tasks performed include:

Project Start-Up

- 1. Research and collect information, imagery, maps and other collateral to be utilized as guides for the visioning workshop.
- 2. The Landscape Architect will lead a project kick-off meeting with the Client Team and the Design Team. We will review the project goals, timeline, finalize dates, finalize the public engagement process and confirm the lines of communication.
- 3. Visit the site to become familiar with existing conditions.

Visioning Workshop

- 1. The Landscape Architect will conduct one meeting with the Client and stakeholders to brainstorm the general theme and character of the gateways, signage and landscape. This visioning workshop will utilize precedent imagery to guide the discussion with the goal of defining the type of character and theme the City would like to emulate for design elements.
- 2. Document the outcome of the visioning workshop in graphic and written format.

landscape architecture

Meetings

1. Facilitate community and focus group meetings, approximately 5.
2. Attend board, committee and council meetings, approximately 6.

B. Brand Identity (Documentation only within this scope. Design and coordination of this phase are within City Branding project scope).

Scope will include documentation of a City brand to incorporate the City's character. Tasks performed include:

1. Present finalize Brand Identity guidelines chapter within the booklet.

C. Gateway & Signage

Scope of work shall include design of gateway monuments and ancillary signage, as well as supporting lighting and landscape treatments. Tasks performed include:

Site Analysis

1. Review and document opportunities and constraints.
2. Review property ownership and current regulatory guidelines for monuments, including TxDOT.
3. Explore partnership opportunities.
4. Review current signage guidelines and ordinances.

Conceptual Design

1. Landscape Architect shall review and incorporate input from visioning workshop.
2. Develop signage hierarchy and 3 conceptual designs.
3. Develop budgeting costs associated with the concepts for review by Client.
4. Meet with Client and stakeholders to review design concepts.

Final Design

1. The Landscape Architect will incorporate all feedback into a single design.
2. Develop final Gateway and Signage concept to review with Client.
3. Present finalize Gateway & Signage design in a chapter within the booklet.

D. Final Presentations and Booklet

The Landscape Architect will document final designs as approved by Client into one 11 x 17 booklet. Services will include:

1. Review and draft design with Client.
2. Present draft to council.
3. Incorporate all feedback into final document.
4. Present final Design Booklet to council.
5. The final design will be provided in an 11x17 hard copy booklet as well as in electronic format.

CLARK CONDON

FEE - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Start-Up, Visioning and Meetings	\$38,000.00
Gateway & Signage	\$40,000.00
Final Presentations and Booklet	<u>\$5,000.00</u>
TOTAL	\$83,000.00

REIMBURSABLE EXPENSES - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses will be billed as a lump sum not to exceed \$8,300.00.

ADDITIONAL SERVICES – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the owner for approval prior to the start of any out of scope work.

HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

EXCLUSIONS TO THE CONTRACT

1. Design Development, Construction Documents, Bidding and Construction Administration services.
2. Topographic and boundary surveys.
3. Existing site engineering and utility base information.
4. Soil engineering, geotechnical consultant services or related testing.
5. Structural engineering.
6. Mechanical, electrical and plumbing services.
7. Archeological Investigation.
8. Environmental Investigation.

BILLING - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

STANDARD OF CARE – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

OWNERSHIP OF DOCUMENTS – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

CLARK CONDON

INDEMNIFICATION – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ASSIGNMENT – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

GOVERNING LAW – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners
P.O. Box 12337 Austin, TX 78711-2337
(512) 305-9000 – Phone / (512) 305-8900 Fax

TERMINATION - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to Client is sixty days past due.

WAIVER OF SUBROGATION – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

DISPUTE RESOLUTION - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas

WAIVER OF CONSEQUENTIAL DAMAGES – The Landscape Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from other cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

CLARK CONDON

COMPLETE AGREEMENT – This Agreement represents the entire understanding between the Client and the Landscape Architect 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 a writing signed by both the Client and the Landscape Architect.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Sheila M. Condon FASLA
President / Landscape Architect

APPROVED: _____



DATE: _____

10/23/19

