

March 25, 2024

Daron Trussell

Director of Parks and Leisure Services
298 W. Washington Street
Stephenville, Texas 76401

Re: Proposal for Landscape Architectural Services
CITY PARK – BASEBALL FIELD
Stephenville, TX

Agreement between Client & Landscape Architect

Dear Mr. Trussell:

la **terra studio**, inc. is pleased to submit this proposal to provide Landscape Architectural Services for the above-referenced project.

AGREEMENT

Between the Landscape Architect's CLIENT:
City of Stephenville
298 W. Washington Street
Stephenville, Texas 76401

and the LANDSCAPE ARCHITECT:
la **terra studio**, inc.
12001 N. Central Expressway, Suite 1170
Dallas, TX 75243

For the following project:

City Park Baseball Field – Site Planning, Construction Documents, and Bidding services for a high school sized baseball field located on the eastern side of the park on approximately three (3) acres of existing park land. This proposal is based on a preliminary construction budget of \$450,000.

BASIC SERVICES

The Landscape Architect shall provide the following as **BASIC SERVICES**:

Phase 1

Concept Design and Estimating

- Evaluate existing facilities and their quality.
- Meet with staff and stakeholders to gather information about current and future needs.
- Provide a graphic concept sketch of the proposed field layout with pedestrian and access.
- Provide locations for potential future elements such as pavilions, picnic areas, fences and gates for crowd control (ticketed events), warm-up areas, batting cages, etc.
- Provide a Magnitude of Probable cost for budgeting purposes.
- Meet with City Staff (in person or virtually) to discuss concept plan and next steps.



Phase 2

Design Development

- Upon the Client's approval of the Concept Design, prepare a preliminary scope of documents and specifications (to a 50% contract / specification level) for the Client's review.
- Provide detailed plans, sections, and elevations of the Landscape Plans and Hardscape Plans along with plant recommendations / samples, and other information to convey Design Development ideas.
- Provide written value engineering recommendations of potential alternatives and cost savings, if requested.
- Meet with City Staff (in person or virtually) to review drawings and receive comments.

Construction Documents

- Coordinate information provided by the Client (and / or Other Consultants as provided by the Client), including structures, site elements, easements, property lines, site plan, building floor plans, topography, utility information, circulation, hardscape, retaining walls, planters, fencing, any existing trees that interface with ballfield development, and plant cover to remain (if any).
- Prepare required CONSTRUCTION DOCUMENTS, including the design of the following:

Landscape

- Provide a Landscape Plan with planting layout, plant material selections, plant list, tabulations, and notes.
- Provide construction details articulating landscape elements
- Provide written technical specifications for installation of landscape elements.

Hardscape

- Provide Hardscape design, material selections, and general notes. (netting, fence, bleachers, dugouts, walkways, etc.)
- Provide construction details articulating hardscape elements
- Provide written technical specifications for installation of hardscape elements.

Grading

- Provide grading plans to convey water.
- Provide grading plans to show project meets Texas Accessibility Standards.
- Provide a balanced cut-fill grading plan to avoid a more detailed study of potential floodplain impacts.

Irrigation

- Provide an Irrigation Plan utilizing city water sources indicating sleeving, head layout, pipe layout, pipe sizing, controller location and notes.
- Provide construction details articulating irrigation elements
- Provide written technical specifications for installation of irrigation elements.
- Coordinate irrigation sleeving locations shown on other consultant's plans.



- Provide supplemental drawings such as, Site Preparation Plans, Erosion Control Plans, (Contractor to provide SWPPP documentation based on Erosion Control Plans), Vendor supplied drawings, etc.)
- Attend project coordination meetings (in person or virtually) as requested by the Client.

Floodplain Documentation

- Provide a technical memorandum to the city or county engineer stating no impact to the floodplain based on balanced cut / fill grading efforts.
- Review existing FEMA model and determine that no additional effort will be required.
- Floodplain documentation services provided by Urban Strategy, civil engineering.

Bidding

- Prepare contract documents / project manual for bidding (request for bids)
- Response to contractor questions during the bidding process and preparation of necessary addendums.
- Attend bid opening.
- Review Bid proposals.

Construction Observation

- Attend pre-construction meeting.
- Review shop drawings and submittals pertinent to the Landscape Architect's Scope of Work to determine if they conform with the Landscape Architect's visual, technical, and aesthetic design intent.
- Provide two (2) site visits to the site to become generally familiar with and to keep the Client informed about the progress and quality of the work completed in relationship to the Landscape Architect's Construction Documents. The Landscape Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the Construction Documents.
- Provide a 'Site Observation Report' following each project site visit.
- Provide one (1) Site Visit at the Substantial Completion of the Project to participate in compiling the Punch List of items to be addressed.

Texas Department of Licensing and Registration (TDLR) / Texas Architectural Barriers

- File the project with the TDLR.
- Send plan set to Texas Accessibility Specialist (TAS) to review drawings.
- Respond to comments provided by TAS.
- Participate in post construction site visit with TAS.
- Contract with TAS for plan review and post construction site inspection.

EXCLUSIONS AND ADDITIONAL SERVICES

Areas of scope excluded from the Landscape Architect's Basic Services defined above may be provided as additional services upon written consent by the client.

EXCLUSIONS and ADDITIONAL SERVICES include, but are not limited to the following:

- Geo-technical report
- Electrical Engineering
- Structural Engineering
- Mechanical, Electrical and Plumbing Engineering
- 3D Professional Renderings of Master Plan (\$1,800 each)



- Flood Study / Initial Analysis: (\$10,000)
 - a. Data collection
 - i. Obtain available LIDAR for needed data not covered by property topo above (by separate proposal). If the project moves forward actual on the ground cross sections vs. LiDAR will be required.
 - ii. Obtain available existing models (assume from FEMA / FEMA fee by will be treated as a reimbursable)
 - iii. One in person or virtual meeting with city if owner request or if needed.
 - b. Prepare Existing Conditions Model based on obtained FEMA model.
 - i. Hydrology (HEC-HMS)
 - ii. Hydraulics (HEC-RAS)
 - iii. **Note: Fee is based on the current FEMA model being prepared in HEC-HMS and HEC-RAS if existing information obtained is not sufficient for our use, additional fees may be required, in such an event we will notify client prior to proceeding beyond this point.**
 - c. Prepare one proposed condition Model
 - i. Adjust Hydrology (HEC-HMS) for intent of proposed project.
 - ii. Adjust Hydraulics (HEC-RAS) for grading attempting to reclaim some flood plain in areas shown in figure 2.
 - iii. **Note: Amount of floodplain reclamation will be dependent on topography obtained and flow properties in model. There is no way to accurately predict the amount of floodplain to be reclaimed if any.**
 - iv. **Note: Site Detention will not be included at this point, optimization of site detention can be included at a later date if the project moves forward into design.**
 - d. Results Evaluation
 - i. Comparison of 100-yr WSEL, velocities, and freeboard at the cross section immediately downstream of the constriction.
 - ii. Comparison of floodplain extents for existing 100-year floodplain vs. proposed modeled floodplain.
 - e. Deliverable
 - i. Technical memorandum discussing evaluation and results with exhibits.
 - i. Exhibit showing variation of existing 100-yr floodplain vs modeled floodplain.

CLIENT'S RESPONSIBILITIES

The Client agrees to provide the Landscape Architect with information including but not limited to:

- Survey data indicating structures, site elements, easements, property lines, topography, and utility information.
- Tree survey (if Applicable)
- Soil reports
- Proposed site plans, building floor plans, grading, and utility information of adjacent improvements.
- And any other related items requested by the Landscape Architect in order to provide professional services.

The Landscape Architect may rely on the accuracy and completeness of these items and shall not be held responsible for deficiencies or inadequacies of the data.

The Client shall obtain and pay for all necessary permits from authorities with jurisdiction over the Project.



The Client agrees to provide the items described in Article 5.1, and to render decisions in a timely manner, so as not to delay the orderly and sequential progress of the Landscape Architect's services.

COMPENSATION AND PAYMENTS

The Client agrees to pay the Landscape Architect for the **BASIC SERVICES** listed below:

Phase 1

Concept Design and Estimating \$ 7,500

Phase 2

Design Development \$15,000
 Construction Documents \$15,000
 Floodplain Documentation \$ 5,000
 Bidding \$ 4,000
 Construction Observation \$ 4,000
 TDLR / TABS \$ 2,500
 \$45,500

Total Basic Services: \$53,000

The fees above assume that the Landscape Architect will perform the entire scope of services outlined in this Agreement. Should any item be deleted from the scope of work, the Landscape Architect reserves the right to adjust the fees for other items as appropriate.

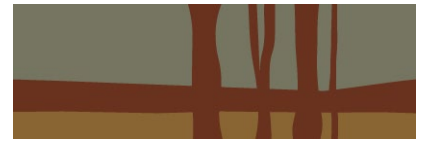
Upon written consent by the Client, the Landscape Architect will provide **ADDITIONAL SERVICES** on an hourly basis with a mutually agreed "not to exceed" amount.

Hourly rates for Additional Services are as follows:

~ Principal	\$ 200.00 / hour
~ Project Manager	\$ 150.00 / hour
~ Intern Landscape Architect	\$ 80.00 / hour
~ CAD Tech.	\$ 70.00 / hour
~ Administrative	\$ 40.00 / hour
~ Irrigation Designer	\$ 120.00 / hour

Reimbursable expenses include but are not limited to: reproduction of graphics and plans, postage, handling of documents, in-house plotting, courier services and authorized travel expenses. All reimbursable expenses shall be billed at a rate of 1.0%.

The Landscape Architect shall bill the Client each month based on a percentage of services completed during the 30 days prior.



STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.



TBAE

P.O. Box 12337
Austin, TX 78711-2337
(512) 305 – 9000
<http://www.tbae.state.tx.us/active/home.html>

SUMMARY

la terra studio, inc. is pleased to submit this proposal to you for Landscape Architectural services. We appreciate your consideration and are excited about the opportunity to work together. If you have any questions or need additional information, please feel free to call us. We look forward to the successful completion of this project.

By executing this Agreement, the Landscape Architect and Client agree and accept the terms above.

LANDSCAPE ARCHITECT

la terra studio inc.

Name Michael Black, ASLA
Title CEO, Principal
Dated March 25, 2024

CLIENT

Signature

Name _____
Title _____
Dated _____