

5 March 2014
Revised 12 March 2014
Revised 18 March 2014



Mr. Slade Strickland, Director and Mr. Michael Kashuba, Landscape Architect
Parks and Recreation
Town of Addison
PO Box 9010
Addison, Texas 75001-9010

Re: Landscape Architectural Services Proposal
Addison Art Walk – Quorum South Lighting Design
TA 14022.00

Dear Mr. Strickland and Mr. Kashuba:

Talley Associates, Inc. ("Talley") is pleased to submit to the Town of Addison ("Client") this proposal for landscape architectural services for the Addison Art Walk – Quorum South Lighting Design (Project).

We understand that the goal of the Project is to implement the lighting component of the Addison Art Walk South Quorum pedestrian enhancement project; the schematic design/preliminary construction documents having been completed in December 2013.

Upon acceptance of the terms and conditions provided herein by Client (as evidenced by the execution of this document by Client in the space indicated below), this document shall become the fully binding and exclusive agreement between the parties with respect to the Project (this document, whether accepted or not, shall be referred to herein as this "Agreement"). Based on our understanding of the Project, Talley proposes to provide Client with the following services with respect to the Project:

A. BASIC SERVICES

1. **Design Development.** Based on the approved schematic design – preliminary construction documents, Talley will prepare a design development package, including the following considerations:
 - a. Analysis of lighting layout to comply with the design intent of the schematic design while considering existing conditions, improvements and facilities;
 - b. Preliminary demolition plans, based upon the above, identifying existing improvements to be demolished in order to implement lighting layout;
 - c. Layout and materials plans, at a design development level, including light fixture selection and preliminary layout/locations;
 - d. Preliminary photometrics, based upon lighting layout;
 - e. Design development level details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of site light fixtures and bases, sidewalks and driveway crossings (only those requiring replacement due to implementation of lighting layout);
 - f. Preliminary power design and power source locations, coordinated with Oncor (by MEP consultant);
 - g. Preliminary voltage drop calculations (by MEP consultant);
 - h. Preliminary specifications; and

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- i. An updated cost estimate based on the design development documents.

Talley will coordinate with other members of the Project team (Client, MEP, electrical utility provider, etc.). The design development drawings will be developed at a scale sufficient to explain design intent (1/8 inch equals 1 ft., matching the approved schematic design – preliminary construction documents) . Electrical engineering drawings and details will be prepared at appropriate scales to illustrate the design character and materials.

2. Construction Documentation. Based on the approved design development documents, Talley will prepare a set of contract documents sufficient to describe the work necessary for construction (the “Contract Documents”) for the Site. The following documents will be prepared:

- a. Demolition plans, identifying existing improvements to be demolished in order to implement lighting layout;
- b. Layout and materials plans, including light fixture selection and layout locations, extent of sidewalk and driveway replacements;
- c. Photometrics, based upon finalized lighting layout;
- d. Details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of site light fixtures and bases, sidewalks and driveway crossings (only those requiring replacement due to implementation of lighting layout);
- e. Power design and power source locations, coordinated with Oncor (by MEP consultant);
- f. Voltage drop calculations (by MEP consultant);
- g. Complete technical specifications based upon Project construction documentation scope;
- h. An updated cost estimate based on the construction documentation package; and
- i. Preparation of a Project Bid Form, based upon Client input and requirements.

Talley will coordinate with other members of the Project team (Client, MEP, electrical utility provider, etc.). General and supplementary conditions of the construction contract and the necessary contract forms will be provided by the Client.

3. Bidding and Negotiation/Construction Administration (Performed on an Hourly Basis, as Directed by the Client). Upon the completion of the other Basic Services provided above, Talley proposes to assist Client in the retention of qualified personnel to provide the services required to complete the Project, as follows:

- a. Preparation of any addenda to the Contract Documents as may be required during the bidding or negotiating process;
- b. Evaluation and assessment of bids or negotiated proposals;
- c. Propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work;
- d. Make one trip with the selected contractor for the selection and tagging of plant material (if tree replacements become necessary);
- e. Review shop drawings and contractor submittals as they relate to the overall site development and general conformance of the design as set forth by the contract documents;
- f. Assist in the review of substitutions, change orders, contractor schedule reports and pay requests;
- g. Visit the Site to observe and report on the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents;
- h. Provide a written report of each Site visit, including a summary of any corrective work to be performed (up to 6 visits for landscape architectural scope, including punch list visit; up to 6 visits for MEP scope);

- i. Assist the contractor in the preparation of a list of items requiring corrective action prior to the contractor's final pay request and Client's acceptance; and
- j. Determine and certify substantial completion (certification shall be executed on a form provided by the Client).

B. ADDITIONAL SERVICES. The following additional services related to the Project may be provided if mutually agreed upon by the parties, and if so provided shall become part of the Services:

1. Services and documentation required for LEED certification;
2. Accessibility/TAS/ADA related design and project registration and review services;
3. Civil engineering, surveying, easement related, platting or zoning related services;
4. Services for special Site features or amenity, i.e. fountain mechanical;
5. Professional model building services;
6. Additional travel beyond that provided in this Agreement;
7. Construction staking;
8. Compliance with the latest ALTA/ACSM requirements;
9. Identifying future or proposed streets or rights-of-way;
10. Flood study or flood plain determination;
11. Location of underground utilities;
12. Traffic studies or development impact studies;
13. Illustrative renderings beyond those described in this Agreement;
14. Special investigations involving detailed consideration of operations, maintenance, and overhead expenses; special feasibility studies, appraisals and valuations; and material audits or inventories required by Client;
15. Environmental impact studies or assessments or audits and/or Regulatory Agency Permitting; and
16. Maintenance manuals.

C. EXCLUDED SERVICES. The following services will not be provided by Talley, and shall not be considered part of the services:

1. Subsurface/geotechnical conditions;
2. Contractor insurance requirements;
3. Contractor bidding requirements; and
4. Subsurface drainage design.

D. ESTIMATED SCHEDULE AND PROJECT BUDGET.

1. Talley shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.
2. As of the date of this Agreement, the Project budget is unknown. Client agrees to promptly notify Talley if Client's schedule or budget changes. Client acknowledges that significant changes to the Project schedule, budget or the scope of the Project may require Additional Services from Talley.

E. COMPENSATION AND PAYMENTS. Client agrees to pay Talley as follows:

1. Basic Services:

1. Design Development	\$ 22,825
2. Construction Documentation	\$ 28,875
 Total	 \$ 51,700

Estimated Bidding and Negotiation/Construction. Admin. Fees \$ 12,650
 Bidding and Negotiation/Construction Administration Services will be performed on an Hourly Basis, in accordance with the Hourly Rate Schedule below, on a Not to Exceed Estimated Fee Basis.

Estimated Reimbursable Expenses \$ 7,722
 Reimbursable Expenses are estimated to be 12% of the fee as indicated above, and shall be used and reimbursed on an as-needed basis.

Total Including Estimated Bidding and Negotiation/Construction Administration Fees and Estimated Reimbursable Expenses \$ 72,072

2. Additional Services: On an hourly basis, in accordance with the Hourly Rate Schedule below:

Hourly Rate Schedule

Principal	\$250.00
Associate Principal	\$155.00
Associate	\$125.00
Professional Staff - Level Three	\$ 90.00
Professional Staff - Level Two	\$ 80.00
Professional Staff - Level One	\$ 75.00
Administrative Support Staff	\$ 55.00

3. Reimbursable Expenses: All reasonable expenses incurred by Talley in providing the Services, multiplied by 1.10, including, but not limited to, reproduction, mileage, tolls, parking, postage, document handling, long distance and facsimile charges, authorized travel, and Client requested renderings and models. Reimbursable Expenses are estimated to be 12% of the fee and are indicated as a line item above, and shall be used and reimbursed on an as-needed basis.

4. Invoicing: Talley shall bill Client for Basic and Additional Services, as well as Reimbursable Expenses, once a month. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

F. TERMINATION.

1. If the Project is suspended for more than 30 consecutive days, for reasons other than the fault of Talley, Talley shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Talley's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Talley's services.
2. If the Project is abandoned by the Client because of the Owner's abandonment of the Project for more than 90 consecutive days, Talley may terminate this Agreement by giving written notice.
3. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

G. DISPUTE RESOLUTION. Client and Talley agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by a mediation service mutually acceptable to both parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

H OWNERSHIP OF DOCUMENTS.

1. All documentation prepared by Talley, including, but not limited to, drawings and specifications, are the property of Talley, and these documents shall not be reused on other projects without Talley's written permission. Talley retains all rights, including the copyright in its documents. Client or others cannot use Talley's documents to complete this Project with others unless Talley is found to have materially breached this Agreement.
2. Client hereby grants Talley the right to include descriptions of the Project in its promotional and professional materials.

I. GOVERNING LAW. This Agreement is governed by the law of the state in which the Site is located.

J. ENTIRE AGREEMENT AND SEVERABILITY.

1. This Agreement is the entire and integrated agreement between Client and Talley and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Talley.
2. In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of this Agreement shall survive and remain enforceable.

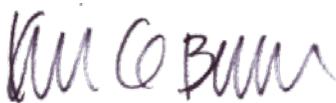
- K. ASSIGNMENT.** Neither party can assign this Agreement without the other party's written permission.

- L. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this Agreement except Talley and Client.

- M. EXPIRATION OF PROPOSAL.** If this Agreement is not signed by Client in the space indicated below and returned to Talley within 30 days, this proposal to perform the Services is withdrawn and shall be null and void.

We appreciate the opportunity to collaborate on the Project, and look forward to working with you. Should you have any questions with respect to this Agreement, please feel free to contact me.

Sincerely,



Kevin G Bernauer ASLA AICP
Associate Principal

AGREED AND ACCEPTED:

Authorized signature for Client
cc: File

Date