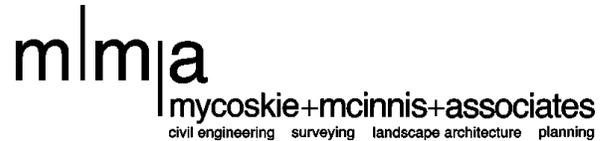


200 E. Abram Street  
Arlington, Texas 76010  
817-469-1671  
817-274-8757 Fax



August 8, 2013

City of Euless  
201 N. Ector Drive  
Euless, TX 76039  
Attention: Gary McKamie, City Manager

Re: Glade Parks

## PROPOSAL

Dear Mr. McKamie,

Mycoskie McInnis Associates, Inc. (MMA) is pleased to present the City of Euless (CITY) this proposal for professional consulting services for proposed Entry Features and Bridge Landscaping to the Glade Parks development. (PROPERTY); see Exhibit A. MMA will provide Landscape Architecture services as well as coordinate sub-consultants for structural engineering, electrical design and miscellaneous coordination. This is an exciting project and we appreciate the opportunity to work with you!

MMA will prepare construction documents based on the CLIENT approved concept as shown in the Vision Book for the PD Zoning case, suitable for permitting, bidding, and construction for the following two areas (Exhibit B):

- 1. Main Entry (Phase 1 of Developer's Agreement)**
- 2. Secondary Entry and Bridge Pots (Phase 3 of Developer's Agreement)**

Construction documents for both areas will include the following:

- A. Entry Feature Construction Documents  
MMA will prepare construction documents for hardscape elements related to entry features. Construction documents will include material selections, construction details, and a layout plan for specialty paving, decorative columns, walls, fountains. MMA will utilize the services of a structural engineer and an electrical engineer for the decorative fountains, walls, and lighting included in the entry feature.
- B. Planting and Irrigation Plans.  
MMA will prepare construction documents for the installation of plant material to include plant species and size selection, planting plans indicating the proposed plant locations and plant installation details. Irrigation plans suitable for permitting, bidding and construction will be provided.

- C. Lighting Plan  
MMA will prepare documents indicating lighting for the entry features including fixture selection, quantity, and placement.
- D. Franchise Utility Coordination  
MMA will coordinate with Oncor to provide electric service to the entry monuments. MMA will coordinate meter locations with the City of Euless
- E. Construction Observation and Meeting  
MMA will attend a pre-construction meeting. MMA will perform a maximum of 6 site visits/construction meetings at the request of City. MMA shall respond to the contractor's RFI during the construction process.

Should items outside this Scope of Services such as special studies or non-standard structures be required, such services will be billed at hourly rates or negotiated to a lump sum fee.

## COMPENSATION

### A. Payment Terms

City will pay MMA a lump sum fee as listed below plus reimbursables expenses:

<b>Main Entry</b>	<b>\$ 21,500</b>
<b>Secondary Entry and Bridge Pots</b>	<b>\$ 10,000</b>

Monthly invoices will be issued by MMA. Payment is due upon receipt of the invoice. Interest will be charged on all accounts over 30 days and accounts over 60 days will result in MMA stopping work on the project until all outstanding invoices are paid. See "Payment to MMA" in the attached PROVISIONS for complete payment terms.

### B. Additional Services

Any requested services not included in this agreement, including but not limited to the Exclusions stated in this proposal, will be performed and billed at a cost determined upon the time of the request. Additional services will not begin until written authorization from the CLIENT has been received.

The following are a list of items not included in our scope of services but may need to be addressed at some point in the approval process:

- All negotiations and coordination with adjoining property owners will be by others.
- Flood studies and FEMA processing are not included in this proposal.
- Traffic Impact Analysis of this site is not included in this proposal.
- Geotechnical Report by others.
- Environmental Assessment Report will be by others.
- Signage design and permitting by others.
- Fountain design or other water feature design is not in this proposal.

- Waters of the U.S. and wetland determination and permitting, if necessary, will be the responsibility of the CITY and is not included in this scope.
- Offsite utility design is not included in this proposal.

**C. Reimbursable Expenses and Hourly Rate Schedule**

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the CITY at rates listed in Schedule A attached to this proposal.

Other direct expenses are reimbursed at cost plus 15%. These services may include but are not limited to: platting and filing fees, outside reprographic expense, deliveries, postage, travel, meals and photographic services.

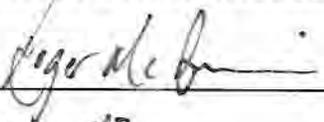
**D. Provisions**

CLIENT understands this agreement between the parties for such services, as set forth herein, is governed by the PROVISIONS attached to this proposal, the terms of which are an integral part of the agreement and incorporated here by reference.

MMA appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If this proposal meets with your approval, please sign both copies in the approval space and return one for our files. This proposal is valid for 30 days from the date of this proposal.

Sincerely,

**Mycoskie McInnis Associates, Inc.**

  
\_\_\_\_\_

Title: VP

Date: 8/8/13

Client hereby requests and authorizes Mycoskie McInnis Associates, Inc. (MMA) to perform the services outlined in this proposal.

**Client:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Schedule A

### Hourly Rate Schedule

Zoning Consultant	\$ 225
Principal	\$ 150
Project Manager	\$ 125
Project Engineer	\$ 110
Landscape Architect	\$ 110
Landscape Designer	\$ 75
Engineer/Surveyor in Training	\$ 85
Planner	\$ 95
Surveyor	\$ 120
Survey Field Party (3-Man) GPS	\$ 150
Survey Field Party (2-Man) GPS	\$ 135
Survey Field Party (1-Man) GPS	\$ 105
Survey Field Party (3-Man)	\$ 125
Survey Field Party (2-Man)	\$ 110
Technician 3	\$ 85
Technician 2	\$ 70
Technician 1	\$ 55
Project Assistant	\$ 55
Clerical	\$ 45

### MMA 2013 Reimbursable Expenses Schedule

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the Owner. Plots, blacklines, copies and mileage will be reimbursed at the following rates:

<b>Plotting</b>		<b>Blacklines</b>	\$ 1.50 per sheet
Bond	\$ 1.50 per sheet	<b>Xerox Copies</b>	\$ 0.15 per side copy
Vellum	\$ 8.00 per sheet	<b>Mileage</b>	\$ 0.555 per mile
Color	\$10.00 per sheet		
Mylar	\$12.00 per sheet		

Other direct expenses are reimbursed at cost plus 15%. These services may include but are not limited to: platting and filing fees, taxes, outside reprographic expense, deliveries, postage, travel, meals and photographic services.

## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by the CLIENT will be authorization for MYCOSKIE MCINNIS ASSOCIATES, INC. (MMA) to proceed with the work, unless otherwise specifically provided for in this AGREEMENT. CLIENT represents that CLIENT is the owner of the real property described herein, or is the authorized agent, trustee, or receiver for the owner of the real property described herein.

### 2. Cost Opinions

MMA has no control over market conditions or bidding procedures, MMA does not warrant that actual bids, construction cost, or Project economics will not vary from any cost opinions or Project economic evaluations provided by MMA.

### 3. Termination

Either party with or without cause may terminate this AGREEMENT by giving 30 days written notice to the other party. On termination, MMA will be paid for all work performed up to the termination date.

### 4. Payment to MMA

Payment for invoices for all work performed by MMA for CLIENT is due upon receipt of the invoice. Interest on the unpaid balance as reflected by the invoices or statements to CLIENT, may be charged by MMA at the highest non-usurious rate allowed by law, beginning thirty (30) days after date of invoice. Payments will be credited to interest first and then to the oldest principal balance due. Under no circumstances shall the amount paid, or agreed to be paid, or otherwise contracted for, charged or received by MMA, as interest, exceed the maximum non-usurious amount permissible under applicable State or Federal law. If from any circumstances whatsoever, fulfillment of any provision of this AGREEMENT, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance MMA shall ever receive as interest an amount that would be excessive, such excessive interest shall be applied to the reduction of the principal amount owing and not to the payment of interest, or if such excessive interest exceeds the unpaid balance, such excess shall be refunded.

### 5. Mechanics Lien

Notwithstanding any other provision of this AGREEMENT, MMA reserves the right to exercise all available lien rights which it may have, either statutory or common law, to enforce payment for its services. CLIENT hereby acknowledges and consents to MMA's right to assert a lien to secure the payment of its invoices against 1) the materials furnished in performance of the services described herein; 2) the plans, drawings, or other work product produced or prepared by MMA in performance of the services described herein; and 3) the real property described herein.

### 6. No Agency

CLIENT acknowledges that MMA is not an employee or agent of CLIENT.

### 7. MMA's Personnel at the Project

The presence or duties of MMA's personnel at the Project site, do not make MMA or its personnel in any way responsible for those duties that belong to CLIENT and/or to contractors, subcontractors, or other entities, and do not relieve the contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. MMA and its personnel have no authority to exercise any control over any contractor, subcontractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty to inspect, note, observe, correct, or report on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site and MMA disclaims all such duties. MMA neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

### 8. Construction Observation

It is understood and agreed that MMA's basic services under this AGREEMENT do not include construction observation or review of the Contractor's performance. CLIENT acknowledges the Importance of such services and CLIENT will either perform those services or have such services performed by a party other than MMA.

If MMA does not perform full-time construction observation, CLIENT shall, to the fullest extent permitted by law, indemnify and hold MMA harmless from any loss, claim, or costs, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents, except for claims arising from the sole negligence or willful misconduct of MMA.

### 9. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of MMA for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the CLIENT. All such services requested of MMA by the CLIENT, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as may be mutually agreed, and payment for such services shall be in accordance with Section 4, unless and until there is a finding by a court or arbitrator that MMA's sole negligence caused

CLIENT'S damage.

#### 10. Arbitration

Any controversy or claim arising out of or relating to this AGREEMENT or MMA's involvement in the Project, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or other applicable rules of the American Arbitration Association then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.. The award rendered by the arbitrators will be final and will not be subject to appeal or modification except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sections 10 and 11)

#### 11. Severability and Survival

If any of the provisions contained in the AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this AGREEMENT for any cause.

#### 12. Interpretation

The limitations of liability and indemnities will apply whether MMA's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to MMA's officers, directors, employees, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. MMA and CLIENT acknowledge that this AGREEMENT is the product of negotiations and agree that it shall not be construed or interpreted more harshly against either party.

#### 13. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and MMA and has no third party beneficiaries.

MMA's services are defined solely by this AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

#### 14. Liability

- a. MMA's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- b. To the maximum extent permitted by law, MMA's liability for CLIENT damages for any cause or combination of causes, will in the aggregate, not exceed the compensation received by MMA under the AGREEMENT.
- c. To the maximum extent permitted by law,

the CLIENT will indemnify MMA from all claims, losses, and costs, including litigation expenses and attorney's fees.

- d. CLIENT waives any right that limits, voids, or makes unenforceable the obligations of CLIENT set forth above. If any such right is deemed or ruled not to be subject to waiver, the parties agree that an amount equal to the obligation of CLIENT set forth above as if enforceable will be paid to MMA by CLIENT as additional compensation for MMA's services.
- e. As used herein, MMA includes the corporation, subcontractors, and any of MMA's officers, directors, or employees.
- f. Any claim for breach of contract, whether asserted by MMA or CLIENT must be brought within 2 years from the day following the act or omission giving rise to the breach of contract claim.
- g. Any claim for negligence or gross negligence by MMA must be brought within 2 years from the date of completion of services under the AGREEMENT by MMA or if MMA does not complete performance within 2 years from the date it last provided services to CLIENT.
- h. MMA specifically excludes any warranties, express or implied, which may arise by statute, common law, or equity, including specifically any warranty of fitness for a particular purpose or merchantability.
- i. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document.





PROJECT SIGNAGE IS  
EXCLUDED FROM  
PROPOSAL



