

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES
ALL ABILITIES PARK**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Terra, a Bowman company, (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide Professional Landscape Architectural Services for the County’s All Abilities Park, (hereinafter “Services”); and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services to County as defined in Consultant’s Proposal dated April 25, 2022, (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Consultant’s fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services described in Exhibit A is fifty-five thousand one hundred dollars and no/100 (\$55,100.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by Parks and Recreations Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty-five thousand one hundred dollars and no/100 (\$55,100.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed fifty-five thousand one hundred dollars and no/100 (\$55,100.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than December 31, 2022. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time

of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. Fort

Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated

or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Parks & Recreation
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Consultant: Terra, a Bowman company
1445 North Loop West, Suite 450
Houston, Texas 77008

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Consultant represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity"

and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

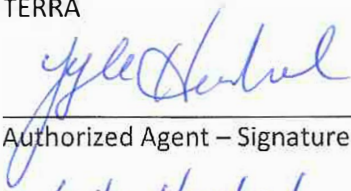
BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party.

FORT BEND COUNTY

TERRA

KP George, County Judge



Authorized Agent – Signature

Date

Lyle Henkel

Authorized Agent – Printed Name

ATTEST:

PRINCIPAL - BRANCH MGR

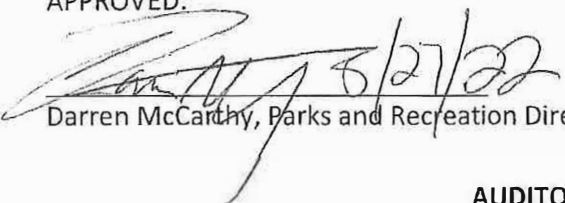
Title

Laura Richard, County Clerk

05.31.22

Date

APPROVED:



Darren McCarthy, Parks and Recreation Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A



April 25, 2022

Mr. Darren McCarthy
Parks Director
Fort Bend County

Re: Proposal to provide Landscape Architectural Services (the "Proposal")

All Abilities Park
Stadium Dr near Imperial Blvd.
Fort Bend County, Texas

Dear Mr. Darren McCarthy:

Terra, a Bowman Company is pleased to submit the following proposal to Fort Bend County ("Client") for professional landscape architecture services associated with the improvements for the above referenced project.

I. APPROACH AND UNDERSTANDING

This project will transform the above referenced site into an "All Abilities" park that will create an inclusive play environment for children of all abilities. It will provide a sensory-rich environment that enables children to develop physically, socially and emotionally. The passive park design will multiple feature programmatic elements including an inclusive playground, universal accessibility to and within the site, trails and trail connectivity, seating opportunities, and sail-type shade structures.

Vehicular access and parking will be located within the Annex site adjacent to the park and location and requirements for accessible parking spaces, ramps, crosswalks, and signage will be coordinated with the Annex building project team. Detention requirements are not known at this point, but it is believed that the development has provided sufficient detention off-site; detention pond design intent and amenitization is not included in this proposal.

II. SCOPE OF SERVICES:

A. Bowman will provide Design Consultation for the following items:

1. Entry monumentation and special plantings at connection to the Annex site.
2. Inclusive playground design intent with play structures for children of all ages and abilities including sensory play equipment.
3. Trail connectivity within the site combined with extensions and connections to existing trail networks adjacent to the site.
4. Considerations for increased usage before, during, and after baseball games and other events that take place at Constellation Park which is walking distance from the site.
5. Landscaping within the project boundary including all tree plantings, open lawn areas, grasses, groundcovers, threshold ornamental plantings, etc. as required.

B. Bowman will provide additional concept and schematic design (if required), design development and implementation, construction documentation and construction observation services, as later described,

for the following scope items:

1. Coordination with the Client's civil engineer to maintain the aesthetic and surface function on the engineered grading and water quality plans.
2. Finish grading and surface drainage of planting areas addressing drainage, aesthetics, and accessibility.
3. Coordination of site hardscape and planting design with site utility requirements (as designed and defined by project engineering team).
4. Pedestrian and decorative vehicular pavements.
5. Landscape walls, steps, railings, and related site elements not a part of the buildings, if any.
6. Site furnishings including benches, tables, umbrellas, planter pots, trash receptacles, bike racks and drinking fountains, if any.
7. Selection, location, and mounting details of fixtures for site pedestrian lighting:
8. Planting Design.
9. Landscape soils management, including strategies for urban street tree planting utilizing structural soil or similar enhancement strategies as required for health of trees.
10. Irrigation: High efficiency, weather/ET based irrigation system downstream from mainline point-of-connection. Irrigation pumps and rainwater harvesting are not included in the basic scope of service.
11. Estimation of probable cost for budgeting purposes.
12. Conformance to all City of Sugarland, Imperial Redevelopment District, and Imperial TIRZ requirements.

C. Consultants Contracted to Bowman:

If required, Bowman will retain and direct the services of the following professional consultants. Fees for such services are not included in this contract and shall be the subject(s) of future agreement(s):

1. Structural engineering for landscape walls, steps, railings, and related site structural elements not part of the buildings.
2. Lighting design, layout of circuitry, and photometric analysis.
3. LEED, green building, sustainability consultant.
4. Engineering services (civil, MEP, geo-tech, environmental).
5. Soils consultant.
6. Graphic design, wayfinding, signage, communications, website design, multi-media.
7. Architecture and site architecture.
8. Green roof/wall systems.
9. Professional renderings/perspectives or animations.

10. Playground safety consultant.
11. Coordination of site utilities.
12. Arborist, horticultural consultants.

D. Consultants Not Contracted to Bowman:

1. The contribution of Bowman to the project shall be limited to areas of design and aesthetics. Bowman does not assume responsibility for the work of others in the production of construction documents or the sufficiency thereof necessary to the execution of the work.
2. Design of Scope Items shall not include structural provisions for support of such items in the structure of the building; penetrations of the structure of the building for structural, mechanical, electrical or plumbing connections; actual connection to structural, mechanical, electrical and plumbing systems of the building (other than point-of-connection in planters for irrigation); waterproofing of the structure or protective covering of that waterproofing; or waterproofing of penetrations of the structure.

III. PROCEDURE

L00 Concept Design

- A. The purpose of this task is to develop an overall design concept for the site and to document in written and graphic form the layout and character of the project. Up to (3) alternative approaches may be developed for the Client's review and direction.
- B. Deliverables:
 1. Overall Project conceptual illustrative site plan.
 2. Overall diagram of landscape typologies.
 3. Diagram of circulation system.
 4. Reference character imagery.
 5. Concept narrative.

L01 Schematic Design

- A. Based on the approved landscape concept plan, Bowman will prepare schematic design drawings further defining the overall character and treatment of landscape architectural design. Additionally, if required, a preliminary estimate of probable landscape construction cost based upon the schematic.
- B. Deliverables:
 1. Illustrative schematic landscape plan.
 2. Lighting concept diagram.
 3. Preliminary plant list, materials, and precedents.
 4. Illustrative site sections (up to 3).
 5. Preliminary cost estimate.

L02 Design Development

- A. Following approval of the schematic design plans and the Client's authorization to commence design development, shall prepare design development drawings and a preliminary estimate of probable construction cost for Bowman portion of the work. The design development plans will define the character and essentials of the project, including selection of materials. If a soils report has been provided by the client, an overall strategy for site soils will be identified, including recommended analysis, stockpiling, removal amendments, etc. Plant selections will be refined based on soils suitability or limitations. Stormwater management, infiltration and treatment areas will be identified and coordinated with other project consultants.
- B. Deliverables:
1. Layout and materials plan.
 2. Area enlargement plans.
 3. Rough grading and drainage plan.
 4. Planting plan.
 5. Mainline irrigation layout.
 6. Irrigation water budget and hydro-zones.
 7. Site furnishings, lighting, materials images.
 8. Plant Palette.
 9. Sections and/or elevations.
 10. Design development, key element details.
 11. Preliminary project specifications.
 12. Updated estimate of probable cost.

L03 Construction Documentation

- A. Upon the Client's approval of the design development plans and preliminary cost estimate, Bowman will develop working drawings and technical sections of specifications to construct the work and shall prepare a final estimate of probable construction cost. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. The Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.
- B. Bowman shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.
- C. In developing working drawings and technical sections of specifications, Bowman shall coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by the Client at the end of the preliminary design phase. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to the Client.
- D. Materials and dimension control plans will indicate the design, selections, and specifications of paving

materials, excluding structural bases for vehicular surfaces. Layouts will comply with ADA & Fair Housing Accessibility requirements.

- E. Layout plans will include locations of landscape walls, fences, screens, and other exterior structures. Structural engineering is to be the responsibility of the project's Structural Engineer.
- F. Pool and/ or fountain drawings will indicate design intent and layout only. Pool contractor is responsible for providing shop drawings to landscape architect for review so that design intent is met. Pool contractor is responsible for submitting drawings to local jurisdiction for permitting and inspections.
- G. Grading and drainage plans will indicate location, invert elevations, and specification of drainage fittings for at-grade hard paved and planted landscape areas. Underground pipework and off-site connections are the responsibility of the project's Civil Engineer.
- H. Planting plans will indicate location, quantity, and size/character requirements for each type of plant specified. Technical specifications will include soils, soil additives and maintenance practices until subsequent establishment.
- I. Irrigations plans will include full design and specifications in accordance with local jurisdiction and TCEQ guidelines.
- J. Landscape electrical plans will indicate selection and location of landscape lighting, convenience outlets, electric heaters, etc. Electrical supply system and any required photometric studies is to be carried out by project's electrical engineer.
- K. Deliverables:
 - 1. Materials schedules.
 - 2. Layout plan.
 - 3. Area enlargement plans.
 - 4. Fine grading and drainage plan.
 - 5. Irrigation plan.
 - 6. Tree planting plan.
 - 7. Ground plane planting plan.
 - 8. Plant list.
 - 9. Construction, irrigation, & planting details for all landscape elements.
 - 10. Mock up details as required.
 - 11. Technical landscape specifications in CSI format.
 - 12. Updated estimate of probable cost.

L04 Construction Observation

- A. Bowman shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with Bowman design intent and construction documents. On the basis of its observations while at the site, Bowman will keep the Client informed of the progress of construction. Bowman may recommend to the Client the

rejection of work failing to conform to the contract documents.

- B. Bowman shall select and pre-tag specimen plant materials that are to be Owner-supplied or proprietarily selected.
- C. Bowman shall prepare and process change orders with prior approval of Client.
- D. Bowman shall endeavor to secure compliance by the contractor to the plans and specifications. Bowman shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and the Client agrees to hold Bowman harmless from and against any and all losses, claims, or damages arising out of or related to contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.
- E. Deliverables:
 - 1. Site visit reports.
 - 2. Submittals review.
 - 3. Review of mock-ups and shop drawings.
 - 4. Field sketches for clarifications purposes.
 - 5. Responses to RFI's.

IV. DEVELOPMENT BUDGETS

- A. As part of the Design Development Phase, a proposed landscape construction budget for all items of work under the Scope of Services shall be established and approved.
- B. This budget shall be revised and approved at the completion of Design Development Phase and Construction Documentation Phase.
- C. In the event that this budget is reduced or increased by more than 10% between the time of approval of the schematic design phase and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services.

V. DESIGN APPROVAL

- A. Mr. Darren McCarthy has been designated as the person responsible for design direction to Bowman for this project and has the authority for design approval. In the event that the design, as approved by Mr. Darren McCarthy is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

VI. MEETINGS AND CONSTRUCTION SITE VISITS

- A. This proposal includes Professional Service time for up to (4) in-person meetings and up to (6) scheduled web/video conference meetings, with a duration greater than 45 minutes, for coordination or presentations with the Client, agencies, consultants, or the Owner.
- B. Scheduled recurring weekly or bi-weekly design meetings and/or OAC meetings are not included in the basic scope of services and any meetings beyond the above specified amount may be attended on an as-needed basis subject to Additional Services or billed on a time and materials basis.
- C. Additional meetings or site visits, if required, shall be provided as Additional Services. Travel expenses shall be billed as Reimbursable Costs as listed in the Terms and Conditions.

VII. EXCLUSIONS TO SCOPE OF SERVICES

- A. The Client shall provide the following information or services as required for performance of the work. Bowman assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should Bowman be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.
1. Topography and boundary surveys.
 2. Soils testing and/or engineering.
 3. Finish grading provided by the Client's Civil Engineer.
 4. Existing site engineering and utility base information.
 5. Engineering other than that provided within the Scope of Services.
 6. Site environmental studies and documentation.
 7. Interior planting design.
 8. Waterproofing design.
 9. BIM/REVIT or similar except for specific coordination items identified in the Scope of Services.
 10. 3D visualization and modeling such as SketchUp, Rhino3d, Lumion, etc.
 11. LEED documentation preparation and analyses.
 12. Graphic design.
 13. Variance requests and associated meetings with public agencies.
 14. Supplemental bid packages (this proposal assumes one construction document package).
 15. As-built documents.
 16. Expediting, code, zoning consultant.
 17. Any item not specifically addressed in this proposal.

VIII. FEES AND TERMS

We estimate the following fee breakdown by phase:

Phase	Fee
L01 Concept Design	\$ 1,900
L02 Schematic Design	\$ 9,800
L03 Design Development	\$ 9,800
L04 Construction Documentation	\$ 16,400
L06 Construction Observation	\$ 6,200

Fee Total	\$ 44,100
R01 Reimbursable	\$ 3,500

Optional Services	Fee
L06 3D Visualization (Up to 5 Graphics)	\$ 3,500
L07 Marketing Quality Perspective (Per Graphic)	\$ 4,000

We estimate the cost of Reimbursable Costs as identified in the Terms and Conditions will not exceed \$3,500 without further authorization from the Client. Reimbursables will be billed on a Time and Materials basis.

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below, and return one copy for our files.

Terra, a Bowman Company



Darren Sharkey

Director, Landscape Architecture

Bowman | Houston

Lyle Henkel

Principal

Bowman | Houston

Accepted: **Darren McCarthy**

By: _____

Title: _____

Date: _____

Signature



SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2022

REPROGRAPHIC SERVICES

B&W Photocopies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photocopies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

DELIVERY SERVICES

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum

\$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 10%.

TRAVEL

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 10%.

MISCELLANEOUS

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 10%.

Initials: Bowman_____

Client_____



SCHEDULE B - HOURLY RATES

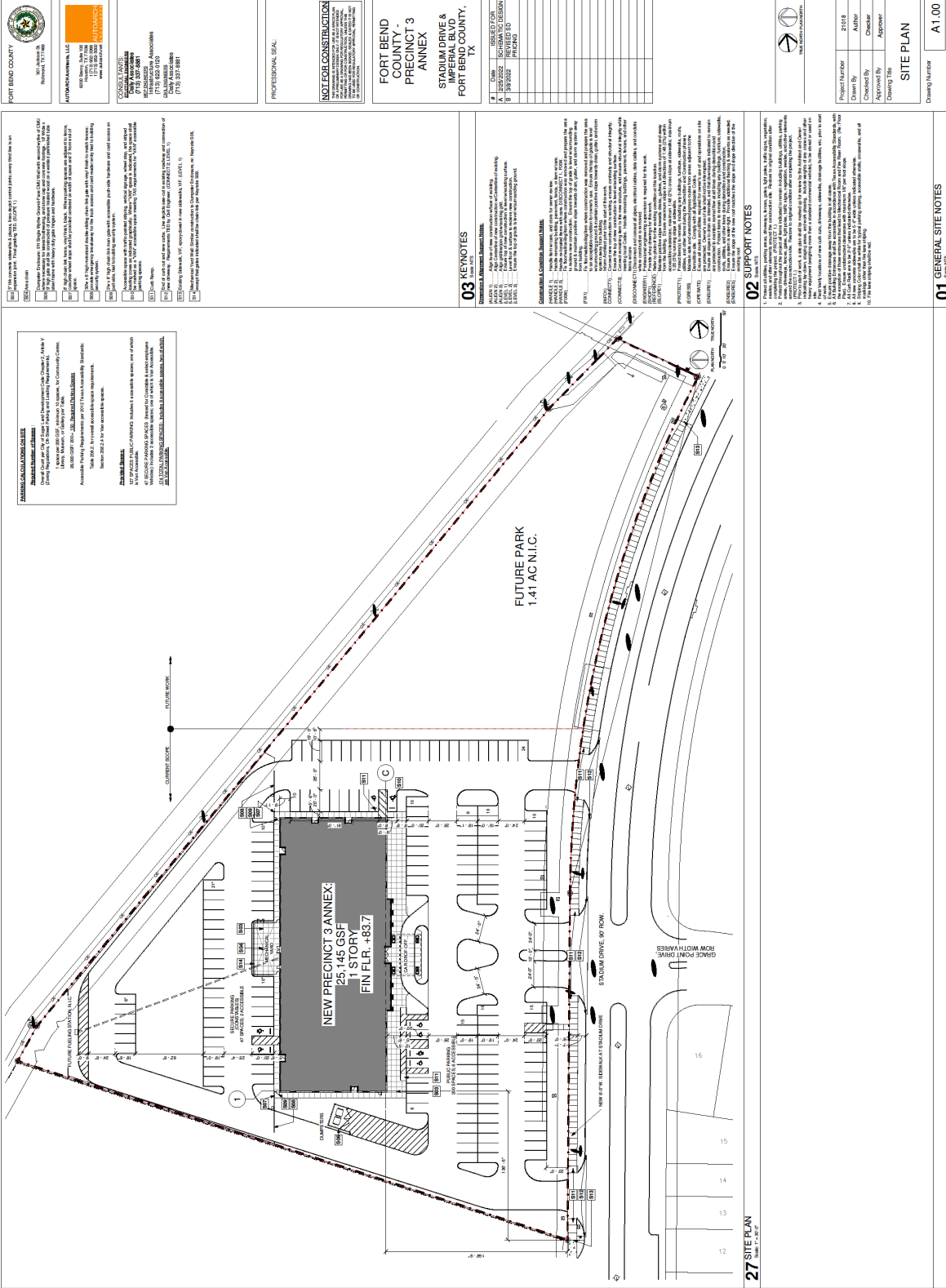
January 2022

CLASSIFICATION	HOURLY RATE
Principal	\$ 275
Landscape Director	\$ 205
Landscape Architect	\$ 130
Landscape Project Manager	\$ 115
Landscape Designer	\$ 100
Irrigation Designer	\$ 130
Administrative Professional	\$ 90

Initials: Bowman_____

Client_____

APPENDIX A



APPENDIX B

OPTIONAL GRAPHIC PRODUCTION EXAMPLES



3D VISUALIZATION



MARKETING QUALITY PERSPECTIVE