



- A. 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.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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.

**PART VII. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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**

All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Seventh Work Authorization and the Agreement for Professional Services, the provisions of this Seventh Work Authorization shall prevail regarding the conflict.

*{Execution Page Follows}*  
*{Remainder Intentionally Left Blank}*

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

**IDCUS, INC.**

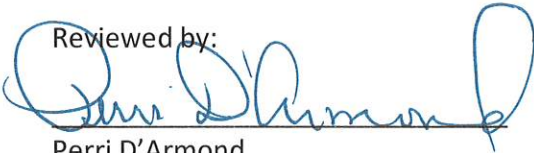
  
\_\_\_\_\_  
Authorized Agent- Signature

Larry Janak, PE  
\_\_\_\_\_  
Authorized Agent- Printed Name

President & CEO  
\_\_\_\_\_  
Title

6/16/2023  
\_\_\_\_\_  
Date

Reviewed by:



Perri D'Armond  
Public Transportation Director

**Exhibit A:** Scope of Work and Cost Sheet

**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

# ATTACHMENT A

Scope of Work & Cost Sheet



March 2, 2023

Ms. Perri D'Armond  
Director, Public Transportation  
Fort Bend County  
Public Transportation Department  
3737 Bamore Rd  
Rosenberg, TX 77471  
Re: Westpark Park & Ride Bidding, Additional & Construction Phase Services

Dear Ms. D'Armond:

IDCUS is submitting for your review and authorization the cost proposal for the above referenced project. This work is necessary for Bidding & Construction Phase Services for the proposed Westpark Park & Ride. The followings are attached for your review:

- Exhibit A – Scope of Work
- Exhibit B – Summary of Professional Compensation
- IDCUS Fee Schedule for Bidding & Construction Phase Services
- Additional Services – TAS/TDLR Review & Inspection
- Sub-consultant Proposals for Construction Phase Services

The proposed cost of above work is **\$116,020**.

Please contact me to discuss any comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry F. Janak".

Larry F. Janak, P.E.  
Project Manager

Cc:

## EXHIBIT A

### SERVICES TO BE PROVIDED BY THE ENGINEER

For  
Construction Phase Services for proposed Westpark Park & Ride  
Fort Bend County  
March 2, 2023

The scope of services for this Construction Phase Services will be divided into two Phases: The Basic construction Phase Service and the Additional Construction Phase Service. IDCUS Team will endeavor to provide the following services.

#### **TASK A: BID & CONSTRUCTION PHASE SERVICES:**

##### **1. Construction Phase Services (IDCUS) Deliverables**

- Attend and assist the County in Pre-Bid and Pre-Construction conferences.
- Respond to Constructors' Question
- Evaluate Bids and Prepare Bid Tabulations & Recommend Award of Contract
- Review and Respond to Submittals & RFIs
- Attend bi-weekly and other project meetings as requested by the County.
- Make periodic visits to determine if the work is proceeding in accordance with the contract documents.
- Prepare and distribute minutes and a written report of his observations of the progress and quality of work performed within five (5) days after meeting.
- IDCUS will endeavor to protect the County against defects and deficiencies in the work of the Contractors, but the IDCUS does not guarantee the performance of their contracts nor does the IDCUS accept responsibility for the Contractor's means, methods and worker's safety. IDCUS Team shall not be responsible for the acts or omissions of the Contractor, or of any of their subcontractors, suppliers, or vendors.
- IDCUS will issue all instructions, requests for information, and non-conformance reports as requested by the County.
- Maintain the project submittal log. Review and approve or disapprove submittals. Review shop and working drawings, furnished by Contractors, for compliance with design concepts and specifications and with the information given in the contract documents.
- Participate with the County's representatives in a substantial completion and/or final inspection of the Project. The Engineer must conduct inspections to determine the dates of substantial and final completion.
- Prepare as-built drawings.

2. **Construction Phase Services (PGAL) Deliverables**
  - RFI responses, submittal review, record drawings, final inspections and punch list.
3. **Construction Phase Services (Water Engineers Inc) Deliverables**
  - RFI responses, submittal review, record drawings, final inspections and punch list.
4. **Construction Phase Services (DBR Inc) Deliverables**  
(DBR Scope Attached)
5. **Construction Phase Services (TEI Traffic Engineers Inc) Deliverables**  
(TEI Scope Attached)
6. **Construction Phase Services (Clark Condon) Deliverables**  
(Clark Condon Scope Attached)

**TASK B: ADDITIONAL SERVICES:**

7. **Accessibility Assessment**
  - Architectural Barriers Project Registration
  - Accessibility Plan Review
  - Accessibility Inspection After Construction

FORT BEND COUNTY  
WESTPARK PARK RIDE  
COMPENSATION FOR PROFESSIONAL SERVICES  
EXHIBIT B



<b>TASK A: BIDDING &amp; CONSTRUCTION PHASE SERVICES - IDCUS</b>	
TASK A: BIDDING & CONSTRUCTION PHASE SERVICES	\$ 64,200.00
<b>SUBTOTAL TASK A:</b>	<b>\$ 64,200.00</b>

<b>TASK A: CONSTRUCTION PHASE SERVICES - SUBCONSULTANTS</b>	
A. ARCHITECTURAL & STRUCTURAL CONSTRUCTION PHASE SERVICES BY PGAL	\$ 17,505.00
B. PWS & OSSF CONSTRUCTION PHASE SERVICES BY WATER ENGINEERS	\$ 12,510.00
C. MEP, PLUMBING, ELECTRICAL, & SECURITY CONSTRUCTION PHASE SERVICES BY DBR	\$ 3,000.00
D. ILLUMINATION CONSTRUCTION PHASE SERVICES BY TEI	\$ 5,940.00
E. LANDSCAPING CONSTRUCTION PHASE SERVICES BY CLARK CONDON	\$ 8,700.00
<b>SUBTOTAL TASK A:</b>	<b>\$ 47,655.00</b>

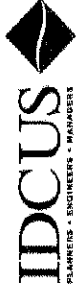
<b>TASK B: ADDITIONAL SERVICES</b>	
TAS (TDLR) REVIEW & INSPECTION	\$ 1,665.00
<b>SUBTOTAL TASK B:</b>	<b>\$ 1,665.00</b>

<b>MISCELLANEOUS EXPENSE</b>	
REPRODUCTION & TRAVELING EXPENSE BY IDCUS	\$ 2,500.00
<b>SUBTOTAL MISC. EXPENSE:</b>	<b>\$ 2,500.00</b>

<b>SUMMARY</b>	
TASK A: BID & CONSTRUCTION PHASE SERVICES	\$ 111,855.00
TASK B: ADDITIONAL SERVICES	\$ 1,665.00
MISCELLANEOUS EXPENSE	\$ 2,500.00
<b>GRAND TOTAL:</b>	<b>\$ 116,020.00</b>

PHASE III - BID AND  
CONSTRUCTION PHASE SERVICES

FORT BEND COUNTY  
WESTPARK PARK RIDE  
FEE SCHEDULE



TASK DESCRIPTION	MANAGEMENT			ENGINEERING			SUPPORT			TOTAL LABOR COST
	Principal Manager	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical	
A. Attend Pre-Bid & Pre-Construction Meetings	2	2			2					\$ 1,788.00
B. Respond to Contractors' Questions	2	2		6	6					\$ 4,254.00
C. Evaluate Bids, Prepare Bid Tabulations & Recommend Award of Contract	1	2	2		4				4	\$ 2,796.00
D. Review and Respond to Submittals & RFIs	2	4	2	8	12		12	24	4	\$ 12,240.00
E. Construction Monthly Progress Meetings (12)		24			24					\$ 12,816.00
F. Monthly Field Visits (12)		12			12					\$ 6,408.00
G. Final walk-through inspection	2	2			2					\$ 1,788.00
H. Project Close Out (As-Builts)		4	2	12	8		18	32		\$ 13,122.00
I. Preparing Invoices & Progress Reports		6			12				18	\$ 6,228.00
J. CPS Sub-Consultants Coordination	1	5							10	\$ 2,760.00
<b>Total Man-Hours</b>	<b>10</b>	<b>63</b>	<b>6</b>	<b>26</b>	<b>82</b>		<b>30</b>	<b>56</b>	<b>36</b>	
Raw Salary / Rate	\$120.00	\$100.00	\$90.00	\$85.00	\$78.00	\$65.00	\$59.00	\$34.00	\$30.00	
Billing Rate w/ 3.0 Multiplier)	360.00	300.00	270.00	255.00	234.00	195.00	177.00	102.00	90.00	
<b>Total</b>	<b>\$ 3,600.00</b>	<b>\$ 18,900.00</b>	<b>\$ 1,620.00</b>	<b>\$ 6,630.00</b>	<b>\$ 19,188.00</b>	<b>\$ -</b>	<b>\$ 5,310.00</b>	<b>\$ 5,712.00</b>	<b>\$ 3,240.00</b>	<b>\$ 64,200.00</b>

Note:

The total fee will be hourly to the maximum of \$64,200.

TASK DESCRIPTION	MANAGEMENT			ENGINEERING			SUPPORT			TOTAL COST
	Principal Manager (Hr)	Project Manager (Hr)	QC Manager (Hr)	Senior Engineer (Hr)	Project Engineer (Hr)	CADD Designer (Hr)	CADD Tech. (Hr)	Clerical (Hr)		
<b>TASK B: CONSTRUCTION PHASE SERVICES BY SUB-CONSULTANTS</b>										
A. ARCHITECTURAL & STRUCTURAL CONSTRUCTION PHASE SERVICES BY PGAL										
Total		8		31	30			2		\$ 17,505.00
Total Man-Hours		8		31	30			2		\$ 17,505.00
Raw Salary / Rate	\$120.00	\$100.00	\$90.00	\$85.00	\$78.00	\$59.00	\$54.00	\$30.00		
Billing Rate w/ 3.0 Multiplier	360.00	300.00	270.00	255.00	234.00	177.00	102.00	90.00		
Total	\$ -	\$ 2,400.00	\$ -	\$ 7,905.00	\$ 7,020.00	\$ -	\$ -	\$ 180.00	\$ -	\$ 17,505.00

TASK DESCRIPTION	MANAGEMENT			ENGINEERING			SUPPORT			TOTAL COST
	Principal Manager (Hr)	QC Manager (Hr)	Senior Engineer (Hr)	Project Engineer (Hr)	Project Engineer (Hr)	CADD Designer (Hr)	CADD Tech. (Hr)	Clerical (Hr)		
<b>TASK B: CONSTRUCTION PHASE SERVICES BY SUB-CONSULTANTS</b>										
B. PWS & OSSF CONSTRUCTION PHASE SERVICES BY WATER ENGINEERS			16	25				2		\$ 12,510.00
<b>Total</b>	8		16	25				2		\$ 12,510.00
Total Man-Hours	8		16	25				2		
Raw Salary / Rate	\$120.00	\$90.00	\$85.00	\$78.00	\$59.00	\$34.00	\$30.00			
Billing Rate w/ 3.0 Multiplier)	360.00	270.00	255.00	234.00	177.00	102.00	90.00			
<b>Total</b>	\$ -	\$ 2,400.00	\$ -	\$ 4,080.00	\$ 5,850.00	\$ -	\$ -	\$ 180.00	\$ -	\$ 12,510.00

TASK DESCRIPTION	MANAGEMENT			ENGINEERING		SUPPORT		TOTAL COST
	Principal Manager (Hr)	Project Manager (Hr)	QC Manager (Hr)	Senior Engineer (Hr)	Project Engineer (Hr)	CADD	Clerical (Hr)	
<b>TAS (TDLR) REVIEW &amp; INSPECTION</b>								
a. Architectural Barriers Project Registration (IDCUS)								\$ 175.00
b. Accessibility Plan Review (Accessibility Check)								\$ 725.00
c. Accessibility Inspection (Accessibility Check)								\$ 725.00
d. Trip Charge (Accessibility Check)								\$ 40.00
Total Man-Hours								
Raw Salary / Rate	\$ 120.00	\$ 100.00	\$ 73.00	\$ 60.00	\$ 56.00	\$ 43.00	\$ 32.00	
Billing Rate w/ 3.0 Multiplier	\$ 360.00	\$ 300.00	\$ 219.00	\$ 180.00	\$ 168.00	\$ 129.00	\$ 96.00	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,665.00</b>



SERVICE | QUALITY | INTEGRITY | SUSTAINABILITY

9990 Richmond Avenue  
South Building, Suite 300  
Houston, TX 77042

v 713.914.088

### Extra Services

**DATE**

7/22/22

**PROJECT NUMBER:**

180168.000

**PROJECT NAME:**

Fort Bend County Westpark Corridor Park and Ride Facility  
– CA Sevices

**CLIENT:**

PGAL

**CLIENT CONTACT:**

Bill Pace

**Contract Fee:**

Fixed Fee \$3,000.00

**Expenses:**

At Cost     At Cost +5%     At Cost +10%     Included in Fee

---

The charges for extra services as indicated on this document are based on our understanding of the work described herein. If our understanding of the scope of work is not accurate, please advise immediately. All work shall be performed in accordance with our original contract for this project.

---

**Description of Extra Services:**

- Scope includes review of shop drawings, review of RFIs during construction and up to 3 site visits or meetings associated with the construction phase.

**Reason for Extra Services:**

- Owner requested

**Authorized (DBR) By:** William Meister **Date** 7/22/22

**Approved (Client) By:** \_\_\_\_\_ **Date** \_\_\_\_\_  
*Please sign, date and return to DBR.*



712 Main, Suite 950  
Houston, TX 77002

Voice (713) 270-8145  
[www.trafficengineers.com](http://www.trafficengineers.com)

Texas Registration Number F-003158

June 23, 2022

Mr. Hung Nguyen PE  
Project Manager  
IDCUS  
15915 Katy Freeway, Suite 300  
Houston, TX 77094

RE: Proposal for Construction Phase Services – Westpark Park and Ride

Dear Mr. Nguyen:

Traffic Engineers, Inc. (TEI) is pleased to provide this proposal for construction phase services for the Westpark Park and Ride.

## Scope of Services

### *Construction Phase*

The Construction Phase of this project will consist of the following items for the above intersections:

- Review Contractor Submittals
- Review and Respond to contractor RFI related to the illumination construction
- Attend Pre-Construction and regular Construction Meetings, when requested by IDCUS
- Coordination with IDCUS, Fort Bend County, and Contractor as required

### **Compensation (Time and Materials)**

Based on the estimated number of hours needed to complete the tasks above, TEI requests a budget of \$5,940.00 for this project.

If you should have any questions regarding this proposal, you may contact me at [brade@trafficengineers.com](mailto:brade@trafficengineers.com) or (713) 446-4445.

Sincerely,

Bradley G. Eaves, PE, PTOE, PTP  
Senior Principal

Attachment

June 23, 2022

**ATTACHMENT A**  
**COST SPREADSHEET**  
**SUMMARY OF MANHOURS BY CLASSIFICATION**  
**AND MAJOR TASK ANALYSIS**

TEI - TRAFFIC ENGINEERS, INC.

Westpark Park and Ride Construction Phase Services

DESCRIPTION OF WORK TASK**	SENIOR	PRINCIPAL	PRINCIPAL	PRINCIPAL	SENIOR	ASSOCIATE	ASSOCIATE	TOTAL	COST PER TASK
	PRINCIPAL	ASSOCIATE	ASSOCIATE	ASSOCIATE	ASSOCIATE	ASSOCIATE	HOURS		
	COST/HR	COST/HR	COST/HR	COST/HR	COST/HR	COST/HR	PER TASK		
Hourly Billing Rates	\$255.00	\$210.00	\$180.00	\$126.00	\$150.00	\$126.00			
<b>Construction Phase Services</b>									
Review Contractor Submittals			8.0				8.0		\$1,440.00
Review/Respond to RFI		6.0					6.0		\$1,260.00
Attend Construction Meetings		8.0					8.0		\$1,680.00
Coordination - e-mails, phone calls		4.0	4.0				8.0		\$1,560.00
<b>PROJECT TOTALS</b>									
PERCENT OF TOTAL HOURS	0.00%	18.00%	40.00%	0.00%	0.00%	0.00%	100.00%		<b>\$5,940.00</b>
<b>DIRECT COSTS</b>			<b>COST</b>						<b>\$5,940.00</b>
None			<b>\$0.00</b>						<b>\$0.00</b>
<b>DIRECT EXPENSES TOTAL</b>									<b>\$5,940.00</b>

# CLARK CONDON

10401 STELLA LINK ROAD  
HOUSTON, TEXAS 77025

*phone* 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

June 29, 2022

Hung Nguyen  
Project Manager  
IDCUS  
15915 Katy Fwy., Ste 300  
Houston, TX 77094

Re: **Fort Bend Westpark Park & Ride**

Dear Hung,

We are pleased to provide this proposal for Landscape Architectural design associated with the proposed Fort Bend Westpark Park & Ride located in Houston, Texas. For the purposes of this proposal, you will be referred to as the Client, Fort Bend County as the Owner, and Clark Condon Associates, Inc. as the Landscape Architect.

**SCOPE OF WORK** – The Landscape Architect shall be responsible for providing Construction Phase Services for the landscape construction documents issued for bid and construction dated February 8, 2022.

**CONSTRUCTION PHASE SERVICES** – The Landscape Architect shall provide Construction Phase Services for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 4 visits). The Landscape Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client and Owner, to become generally familiar with the progress of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicated that the Work, when fully completed, shall be in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on-site, to assure conformance with plans and specifications as necessary.
5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Review and provide comments on payment application submitted by Contractor.
7. Review change orders for approval by the Client and Owner.

**FEE** - The fee for this project will be hourly to a maximum of **\$8,700.00**, including reimbursables, based upon estimated time for professional services.

**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 Client or 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

*landscape architecture*

# CLARK CONDON

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. Revisions to drawings that changes scope
2. Record Drawings

**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.

**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  
Phone (512) 305-9000, Fax (512) 305-8900

**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

# CLARK CONDON

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 any 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.

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,



Mary Keilers, PLA, ASLA, LEED AP  
Innovation and Research Principal

**APPROVED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_