

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES**

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 Halff Associates, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional design services for improvements to Kitty Hollow Park, Phase I, Missouri City, Texas (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 the proposal dated November 1, 2022, as revised on May 4, 2023, attached hereto as Exhibit A, and incorporated herein for all purposes.

**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 unreasonable 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 reasonable 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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Seven Hundred Fifty-Three Thousand Seven Hundred Fifty and 0/100 dollars (\$753,750.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement 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 person designated by the Parks and Recreation Director, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Consultant may submit electronically via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). County shall review such invoices and approve them within 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, following written notices to Consultant and affording reasonable time and opportunity to investigate, refute, or cure, 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 Seven Hundred Fifty-Three Thousand Seven Hundred Fifty and 0/100 dollars (\$753,750.00) 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 Seven Hundred Fifty-Three Thousand Seven Hundred Fifty and 0/100 dollars (\$753,750.00).

**Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed. 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 final documents, data, reports, research, 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.

**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 made 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. For 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 represents 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**

**TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEY'S 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, 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.

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 contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor 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 and Recreation  
Attn: Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Consultant: Halff Associates, Inc.  
14800 St. Mary's Lane, Suite 160  
Houston, Texas 77079

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 exhibits, 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 hereto.

FORT BEND COUNTY

HALFF ASSOCIATES, INC.

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

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Kristin M. LeBlanc, P.E.  
\_\_\_\_\_  
Authorized Agent – Printed Name


ATTEST:

Land Development Team Leader  
\_\_\_\_\_  
Title

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

August 3, 2023  
\_\_\_\_\_  
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: Proposal for Design Services for Kitty Hollow Park, Phase 1 – Missouri City, TX  
(19 pages)

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# EXHIBIT A



November 1, 2022  
Revised March 23, 2023  
Revised March 29, 2023  
Revised May 4, 2023  
Revised May 25, 2023  
AVO P43564.003

Fort Bend County  
Parks and Recreation Department  
5855 Sienna Springs Way, Suite 149  
Missouri City, Texas 77459

**Attn: Mr. Darren McCarthy, CPRP, CPSI, Parks and Recreation Director**

**Re: Proposal for Design Services for Kitty Hollow Park, Phase 1 – Missouri City, TX**

Dear Mr. McCarthy:

Halff Associates is pleased to present this proposal for the design services for Kitty Hollow Park an existing 190-acre park located on State Highway 6 within Fort Bend County Precinct 2, Fort Bend County, Texas. This Park will greatly improve the quality of life and recreation and will become an asset to the entire community. We have provided a proposed scope of services (see Attachment 'A') and fee schedule (see Attachment 'B'). The fees identified shall be considered lump sum unless otherwise noted as hourly services. These fees will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees.

Direct costs including but not limited to plan review fees, permit fees, plat fees, tax certificates, utility connection fees, impact fees, printing and reproduction, postage, messenger service, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed separately at the direct cost incurred.

Our proposed scope of services and fee proposal is based on our previous discussions with County staff, as well as the provided Conceptual Park Master Plan (attached Exhibit A), and our understanding of the Fort Bend County requirements for the park site. The fees do not include scope revisions or additions once the project design is under way. Additional work requested by the owner will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial.

Respectfully,

Casey Collins, PLA, Landscape Architecture  
Team Leader

**Approved by:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



## Attachment "A"

### Proposal to Design Improvements for Kitty Hollow Park, Phase 1

The following is a proposal to prepare construction drawings for the construction of a community center building (3,000-5,000 SF), outdoor amphitheater, reskin existing administration building, observation tower, event lawn, splashpad, playground, entry monumentation (per Client's standard), entry road landscape, existing road realignment w/ parking, detention area and parking lot improvements per the Kitty Hollow Master Plan.

The Halff Associates' Design Team will utilize the Kitty Hollow Master Plan as a basis to develop plans and specifications for the Phase 1 improvements to the proposed park. The current County master plan may be modified during the plan and specification development to acknowledge and accommodate site opportunities and constraints. The park's Phase 1 final plans and specifications will be delivered in a permitted and ready for bid state to the Client.

The scope of services is as follows:

#### **INFORMATION TO BE SUPPLIED BY THE CLIENT**

The following items will be supplied by the Client to the Design Team:

1. Existing Utility Information – Client will provide available as-built plans, construction plans, or information describing the horizontal location, depths, invert elevations, and types of pipes or conduit in place, for all existing public utilities located within the limits of Phase 1 planning and design for the Project, or that may affect the design of the Project, including but not limited to facilities of water, sanitary sewer, storm drainage, and franchise utilities.
2. Existing Boundary Information – The Client will supply existing boundary information, such as the metes and bounds, for the subject tract for use in preparing the survey.
3. Other Pertinent Data – The Client will supply other available reports or data that describes or depicts existing or proposed improvements that may affect the project, including standard details, specifications, and front-end documents necessary for the bidding and construction of the project.

#### **Scope of Services**

The Scope of Services is divided into two sections, including the basic customary design services and special services components, which are necessary for this particular design effort, and additional services components, which may be added if required as plans for the park site are developed.

#### **PARK DESIGN – BASIC SERVICES**

##### **1. Coordination and Meetings**

- a. This task includes bi-weekly meetings/conference calls with the Design Team during the design and permitting phase of the project to obtain information necessary to complete the design of the project, including:

- 1) Project schedule, and
  - 2) Architectural/ MEP, Landscape Architecture, Civil Engineer and Structural Engineer
  - 3) Geotechnical recommendations for the building foundation, pavement sections and subgrade preparation.
- b. It is assumed that the design and permitting phase for each project will take approximately nine (9) months.
  - c. The Design Team will attend the pre-development meeting with Fort Bend County as required.
  - d. Additional meetings/coordination with the design team or regulatory agencies are included within specific tasks and are identified below.

## **2. Programming**

- a. The Design Team shall use the Client's Park master plan as a basis for schematic design for the overall site.
- b. Utilize any electronic public information available with topographic information of the subject tract.
- c. Boundary and topography shall be overlaid onto a current aerial photograph to be used in the presentation to Client.
- d. Participate in one (1) programming meeting with Client regarding project recreational use and needs, maintenance requirements of the facility, and operational procedures of the facility, including program verification of the community center building.
- e. From the programming meeting, identify preliminary site findings and assess the impacts those may have on the project.
- f. Confirm the project budget based on refined programming.
- g. Modify the park master plan, if necessary, based on the programming, understanding site constraints and further analysis by the design team.
- h. Present the modified park master plan to the Client for final approval.
- i. The Design Team shall meet with Client up to three (3) times to review the modified site plan and building plan. Formal meetings with the County are not included with this task. We have included meetings during the construction document preparation task. Additional programming meetings or formal meetings with the County, the Parks Board and/or City Council can be accommodated if required, as an additional service.

## **3. Site Investigation and Base Map Preparation**

- a. Conduct design and topographic surveys to be used for creating base maps for construction document preparation. This information shall be derived from data collected from on-the-ground surveys of the project phase site as well as GIS data if available and accurate. Only the Phase 1 area of the park, as denoted on the concept site plan included as Exhibit A, will be on-the-ground surveyed. The remaining park property will utilize electronically obtained topography such as LIDAR to be used for drainage and proper siting of park amenities.

- b. Locate visible utility locations, including ties to above-ground features, such as power poles, valves, and other features (i.e. edges of pavement, curbs and gutter, sidewalks, building corners, etc.) found by our surveyors and 811.
- c. Contact CenterPoint to obtain as-built electrical and gas utility maps, communication utility to obtain as-built telephone conduit maps, and the Client to obtain as-built drawings for utilities and paving.
- d. Provide invert elevation of manhole with size and elevation of pipe flowlines (if accessible).
- c. On-the-ground survey will include obtaining elevations to prepare one-foot interval contour maps on a 100' grid throughout the surveyed portions of the Project site.
- d. The design survey will collect field information that verifies the boundary of the Project site, recorded easements, or other existing elements that will be included in the base map for the project that may affect the development of the Project. Existing trees greater than 6" caliper (DBH) will be surveyed. Trees 6" DBH or greater found in clusters or groves will be surveyed only by tree grouping canopy limits only unless underbrush is cleared by County prior to surveying.
- e. Review County provided site infrastructure to identify existing utilities by contacting utility companies, locating service and available record maps. This proposal does not include any subsurface utility exploration (SUE) services.
- f. Halff will perform research of adequate thoroughness to support the determination of the location of intended boundaries of the land parcel surveyed and will obtain deeds of record for adjoining properties based upon current tax maps.
- g. The Client will provide any permission necessary for access on adjoining properties to gather topographic and/or boundary information that may be required.
- h. This proposal does not include research efforts normally performed by a title company.
- i. It is assumed sufficient boundary monumentation needed to control the survey is recoverable and in good condition and there are no encroachments, overlaps, gores or other issues affecting the boundary lines.

#### **4. Construction Document Preparation**

Prepare construction documents and specifications to allow bidding and construction of the Phase 1 site improvements as determined by the budget and Client approved site plan. Provide specific facility plans to construct new improvements within the Park as follows:

##### **Hydrology and Hydraulics**

###### **Assumptions**

This drainage analysis scope of work is based on the following assumptions:

- a. The drainage analysis will be based on the most current LiDAR dataset and supplemented with survey data where available.
- b. The drainage analysis will be based on the most current Fort Bend County and Drainage District drainage criteria and guidance manuals.
- c. Since the project area lies within a regulatory floodplain (Zone A), an evaluation of floodplain fill mitigation is included in this scope of work.



- d. The drainage analysis will be based on Atlas 14 rainfall. The specific storm events to be analyzed will be confirmed during an initial coordination meeting.
- e. No adverse impact must be demonstrated for all proposed improvements.
- f. Mitigation for both change in impervious cover and floodplain fill, if required, will be provided by a detention basin (either a new construct one or modification to current pond) within the existing park.
- g. Halff intends to request the best available models from Fort Bend County or the Drainage District for Oyster Creek along with other relevant drainage study models or reports. Some effort is accounted for to update these models, but the assumption is that new existing conditions hydrologic and hydraulic models will not be developed. Should the creation of new existing conditions hydrologic and hydraulic models be required, additional scope and fee will be necessary.
- h. This drainage analysis scope of work may be amended, if necessary, depending on initial coordination discussions with Fort Bend County.

#### Project Coordination

- a. Before commencing the drainage study, Halff will meet with the Fort Bend County to discuss the analysis approach, analysis methodology, and submittal requirements for the drainage study. Six (6) coordination meetings are assumed through the Hydrology and Hydraulics portion of the Project, including a project kickoff, initial drainage coordination meetings, and subsequent meetings to discuss the modeling results and present Halff's findings prior the submittal of the final drainage report. Internal management effort is also included that involves coordination with the Halff landscape architecture and site civil teams.

#### Data Collection

- a. Gather and review key information relevant to the project, which may include record drawings, hydrologic and hydraulic models or studies, and GIS data.
- b. One (1) site visit is included to document current drainage patterns and existing drainage infrastructure and features. The site visit will be documented in a Field Observation Report that will be submitted with the final report.

#### Hydrologic and Hydraulic Analysis

- a. Rapid 2D Assessment
  - 1) Develop a Rain-on-Grid model to perform a high-level evaluation of existing drainage patterns within the existing park for up to two (2) Atlas 14 storm events to be confirmed with the County and Drainage District at the project kickoff meeting.
  - 2) Review the ROG model results to understand inundation depths and extents.
- b. Existing Conditions Analysis
  - 1) Using the provided H&H modeling as a starting point, evaluate existing drainage patterns and develop existing drainage area maps, peak discharges, and volumes using an approved methodology in accordance with Fort Bend County and the Drainage District drainage criteria and guidance manuals. Specific tasks include the following:

- a. Modify existing conditions drainage area delineations as needed based on identified outfall locations and prepare an existing drainage area map.
  - b. Update hydrologic parameters as needed to estimate existing peak discharges and volumes for up to three (3) Atlas 14 storm events. Develop existing hydrographs using an approved methodology.
  - c. Determine the maximum allowable peak discharge rates for the three (3) storm events evaluated to be used for the detention analysis.
  - d. Establish baseline, existing conditions models of receiving channels to be used for the impact analysis.
  - e. Perform internal QA/QC of the existing conditions analysis. Address any comments and develop a final existing conditions model package.
- c. Proposed Conditions Analysis
- 1) Perform an evaluation of proposed conditions drainage, including the proposed drainage system for the planned park improvements, including consideration of ultimate park buildout scenario. Develop a dynamic hydraulic model based on proposed conditions hydrology to determine proposed peak flow rates and water surface elevations necessary to demonstrate no adverse impact. Specific tasks include the following:
    - a. Delineate proposed drainage areas based on the available site plan.
    - b. Calculate proposed peak discharges and volumes using the same methodology used for the existing conditions analysis for the same three (3) storm events.
    - c. Develop a simplified hydraulic model for the proposed site drainage system and run the model for the same three (3) storm events.
    - d. Develop proposed conditions models of receiving channels that incorporate proposed site drainage infrastructure to be used for the impact analysis.
    - e. Perform internal QA/QC of the proposed conditions analysis. Address any comments and develop a final proposed conditions model package.
- d. Mitigation Evaluation
- 1) Compare the modeling results between the existing and proposed conditions analysis to determine if sufficient detention volume is provided to ensure no adverse impact to adjacent properties and the receiving channels. Specific tasks include the following:
    - a. Compare peak discharges and water surface elevations to identify if any adverse impacts occur due to the proposed development. Adjust the proposed drainage system as needed and update the proposed modeling to determine the required mitigation needed per Fort Bend County and the Drainage District drainage criteria.
    - b. Determine needed floodplain mitigation volume due to anticipated fill placement inside of the floodplain from the proposed site plan.
    - c. Perform internal QA/QC of the mitigation evaluation. Address any comments and develop final recommendations for mitigation and overall site drainage strategy.



### Drainage Design Coordination

#### a. Analysis Updates

- 1) Coordinate with the Halff landscape architecture and site civil teams to understand revisions to the site plan, grading, or other changes that impact drainage.
- 2) Perform up to two (2) rounds of modifications to the drainage analysis and associated modeling to reflect revisions to the proposed park improvements civil site design. Reevaluate the model results and reassess mitigation requirements and site drainage recommendations.
- 3) Perform internal QC/QC of the updated analysis and H&H modeling. Address any comments and prepare a final submittal package including the H&H modeling and supporting digital files.

### Drainage Documentation

#### a. H&H Technical Memorandum

- 1) Prepare a drainage technical memorandum that documents the assumptions, analysis methodology, and conclusions of the study and meets applicable guidelines. The technical memorandum will include narrative with tables/figures as well as supporting documentation such as exhibits and appendices.
- 2) Perform internal QA/QC of the draft technical memorandum and submit the draft memorandum for review and comment. Address one (1) round of comments per review entity and prepare a final technical memorandum.
- 3) The final signed and sealed drainage memorandum will be submitted to Fort Bend County and/or the Drainage District for review and approval.

### Architecture & MEP Services

#### a. Community Center Building

- 1) Programming assumed to include central conditioned meeting space with an adjacent catering kitchen, conditioned restrooms, conditioned storage, and a conditioned office space. Unconditioned spaces include an outdoor seating area adjacent to the catering kitchen, outdoor storage and exterior restrooms serving the adjacent amphitheater. An attached shade area for amphitheater seating is also envisioned on the amphitheater facing side of the building.
- 2) The anticipated project budget for this facility is \$2.25 million. Two cost estimates will be provided at 60% and 90% documentation for Client review.
- 3) Upon approval of the building programming, an architectural style will be developed to establish the aesthetic standard for the overall park. The building is anticipated to be a steel frame, type II-B facility with a fire alarm and sprinkler system.
- 4) Upon receipt of geotechnical report, final foundation recommendations will be followed and confirmed with the Client.
- 5) Access control will be identified in the door schedule and on the plans but will be coordinated by the contractor and the Client's preferred access control vendor.

- 6) Basic AV and IT services will be provided to locate proposed location for equipment. Final equipment selections and coordination will be provided by the Client's preferred vendor.
  - 7) The catering kitchen is assumed to be a standard assembly area for outside catering with only warming ovens provided. No on-site cooking will be provided for. Should the Client require a full commercial kitchen, a separate proposal for additional services will be provided.
  - 8) MEP to provide services supporting the mechanical, electrical and plumbing for the proposed building, in addition to the site lighting and providing power to the splash pad.
- b. Existing Administration Building
- 1) The existing Administration Building on the site will require exterior façade work to bring the building up to the same standard as the rest of the park improvement. The existing building is a pre-engineered metal building with no existing drawings or as-builts readily available for reference. Elevation studies will be provided to determine what, if anything, can be done to upgrade the existing façade.
  - 2) The Architect will provide options that maintain the existing exterior structural system. Should those options not be selected, the exterior wall assembly will need to be replaced and engineered to support the desired facade upgrades.
  - 3) Any electrical or mechanical service currently embedded within the exterior wall of the Administration Building will be preserved and maintained to the extent possible. Should changes be required to the building systems as a result of the façade upgrades additional services for engineering may be required and will be provided as an additional service to this proposal.

### **Landscape Architecture Services**

- a. Park Entry
- 1) Coordinate location of digital entry monument sign, design per Client's standard park entry signage. Location proposed within proximity to main park entrance adjacent to Highway 6. It is assumed there are no utility conflicts that would prohibit the construction of the sign.
  - 2) Design planting complimentary to the digital entry monument sign and enhance planting along entry road parallel to Highway 6.
- b. Photo-Op
- 1) Design formal planting of park name "Kitty Hollow Park" in a formal hedge arrangement for park identity and photo opportunity.
- c. Existing Administration Building
- 1) Coordinate site improvements with Design Team, including:
    - a. Reduce width of vehicular parking pavement located in front of existing building and reduce vehicular driveway accessing existing parking lot.
    - b. Design enhanced pedestrian paving and planting to complement the reskinned building architecture.

- d. Kitty Hollow Drive Re-alignment and Parking
  - 1) Coordinate design of approximately 850-900 linear feet of roadway realignment and proposed approximate 75-85 head-in parking spaces located adjacent to the existing maintenance building.
  - 2) Realignment to provide expanded green space between adjusted road and existing maintenance building to facilitate enhanced plantings to screen the view of the maintenance building.
- e. Existing Picnic Pavilions
  - 1) Design pedestrian paving and circulation connecting existing picnic pavilions and provide access to the overall park.
- f. Community Center Building
  - 1) Design pedestrian pavement and circulation connecting proposed building to park site at all doorway locations.
  - 2) Design enhanced planting adjacent to the building area to complement the building architecture.
  - 3) Design exterior seating areas located within proximity to interior catering kitchen to be used both as gathering and outdoor dining.
- g. Event Lawn and Splashpad/Playground
  - 1) Design a sloped event lawn suitable for providing lawn seating for proposed amphitheater feature and splashpad/playground areas.
  - 2) Design pedestrian paving and enhanced planting at main entry points and surrounding the lawn area
  - 3) Design a splashpad featuring both surface and above grade spray features. Present up to a total of two spray feature options. Design of all splashpad MEP systems to be coordinated through a splashpad vendor.
  - 4) Design a wet zone “kooldeck” area with up to three varying colors to complement the splash features.
  - 5) Design a playground with play features accommodating both 2-5 year and 5-12 year age ranges. Present up to a total of two play feature options for the playground area. Playground area to include rubberized safety surfacing as budget permits.
  - 6) Custom hardscape elements may be included, budget permitting and may include raised planters, seat walls and retaining walls if required.
  - 7) Present up to a total of two site furnishing options to review with Client which may include: benches, tables w/ chairs, picnic tables, charcoal grills, trash receptacles and bicycle racks.
- h. Observation Tower
  - 1) Coordinate the location and access of a proposed wooden observation tower, approximately 25-30 foot height. Entire design and engineering of observation tower to be provided by third party. Construction of observation tower intended to be butt piles driven into place with wood framing for steps and observation decks. Observation Tower may be permitted directed through third party vendor.
- i. Site Lighting
  - 1) Prepare up to two light fixture selection options to review with Client, which may include vehicular, pedestrian and bollard light fixture options.

- 2) Coordinate the location of all proposed site lighting and coordinate photometric studies with lighting vendor.

### **Civil Engineering Services**

#### a. Demolition Plan

- 1) Prepare a demolition plan for the demolition of the existing on-site improvements, including removal of existing known utilities, fencing, landscaping, and pavement/gravel to facilitate construction of proposed improvements. The demolition plan will include civil-related infrastructure based on best available information. It will be the responsibility of the MEP Engineer to coordinate demolition of existing franchise utilities with the appropriate utility owner.

#### b. Site Grading Design

- 1) Based on the topographic survey and the final site plan approved by the Owner, one preliminary grading plan will be prepared for project planning purposes. This plan will indicate the elevations of the proposed buildings and pavement areas. This drawing will include 1-foot contours with spot grades at critical locations only.
- 2) Upon final approval of the preliminary grading plan by the owner, a final grading plan will be prepared. This plan will be suitable for construction and will show existing ground contour lines (as provided by the Surveyor) and proposed spot elevations needed to grade the site for drainage. Sufficient elevations will be provided to meet ADA requirements throughout the site.
- 3) Overall elevations and drainage patterns will be determined for paving and landscape areas only. This task does not include grading within the limits of the building.

#### c. Site Drainage Design

- 1) Produce, in concert with the final site grading plan, one final site drainage plan, which will meet the requirements of Fort Bend County and the Drainage District.
- 2) The site drainage plan will be suitable for construction of improvements to allow for proper storm water drainage of the site. The construction drawings will indicate proposed on-site inlets, storm sewers, flumes, swales, headwalls, and other drainage features that are necessary. The design of these facilities will be limited to a point five (5) feet outside the building lines. The design of facilities (including, but not limited to roof drains) beyond this point, and within the limits of the building will be performed by others. Profiles of the on-site storm sewer system are typically not required and are not included in this task.
- 3) This task includes design of underground storm lines collecting all roof drains five (5) feet outside of the building lines, if requested by the Owner.
- 4) An overall drainage area map will be prepared. The drainage area map will delineate drainage areas and storm sewer runoff data for this site and for adjacent properties that may affect drainage of this site.
- 5) The drainage for the site will be tied into the proposed on-site detention pond. Extensions of off-site storm sewers are not included in this proposal.

#### d. On-site Detention Plan

- 1) Layout site detention facilities that meet the requirements of Fort Bend County and Fort Bend County Drainage District (FBCDD) and identify any impacts to the proposed site plan. Detention will be provided at the rate determined by the drainage analysis prepared by Halff. Halff will coordinate the final location and type of the proposed detention facilities with the Owner.
  - 2) Upon approval of the final detention pond layout, Halff will prepare an on-site detention plan that meets the requirements of Fort Bend County and FBCDD. This includes all detention rate and volume calculations, outfall structure design, typical section and details required for construction.
  - 3) It is assumed that the detention system will be a traditional gravity-drained detention pond. This proposal does not include design of or coordination for the design of a storm water pump station or underground detention. If there is not sufficient depth to allow for a gravity flow system or the owner chooses to pursue an underground system, additional scope and fee will be required.
- e. Water and Sanitary Sewer Design
- 1) Coordinate location and layout of on-site water and sanitary sewer services to serve the Phase 1 development with the MEP and Architect. The Phase 1 development includes providing water and sanitary sewer to the proposed Community Center Building, splashpad and drinking fountains. Water and sanitary sewer service sizes and service locations shall be determined by the MEP or Architect. The layout of the water and sanitary sewer facilities will be to a point five (5) feet outside the building lines. The layout and design of facilities beyond this point and within the limits of the building are not included in this task.
  - 2) Prepare construction drawings for the on-site water and sanitary sewer lines. These drawings will consist of a water and sanitary sewer plan for the proposed improvements. It is assumed that water and sanitary sewer will be obtained from Kitty Hollow Park Dr. and will be located within 100' of and will have sufficient depth and capacity to serve the proposed improvements. Profiles of on-site water and sanitary sewer service lines are typically not required for permitting and therefore are not included in this proposal.
  - 3) Coordinate with the Architect and the MEP concerning fire protection facilities. Design responsibilities shall be limited to fire protection facilities such as freestanding hydrants and water supply lines. The layout of the fire protection facilities in this task will be to a point 5 (five) feet outside the building lines of all structures. The requirements for the fire protection facilities will be determined by others, including line sizes, service locations, special valves, etc. Any details required for the buildings' alarm systems and controls for the fire protection systems will be designed and shown on drawings by others.
- f. Paving and Dimensional Control
- 1) Provide a site dimensional control plan. This item includes dimensional control of building corners, pavement curb lines and sidewalks. The dimensional control plan shall be based on the final site plan prepared by Halff. This task does not include site planning.
  - 2) Based on the final site plan approved by the Owner, prepare one final paving plan suitable for construction.

- 3) Prepare vehicular paving details based on the pavement section recommendations of the Geotechnical Engineer.
  - 4) This task excludes detailed paving joint layout. Minimum spacing requirements will be included with standard notes and details provided in the construction plans.
- g. Striping and Signing Plan
- 1) Halff will prepare striping and signing plan for the proposed site pavement. This will include, but not be limited to, the layout of parking and traffic control markings, accessible and directional signage within the travel ways, fire lane and associated details. Halff will coordinate the fire hose lay with the architect and represent the fire hose lay on civil engineering sheets.
  - 2) This task does not include signing and striping modifications of adjacent roadways, decorative, informational, or way finding signage throughout the park, or building signage.
- h. Erosion / Sedimentation Control Plan
- 1) Prepare one erosion control sedimentation plan in conjunction with the building site and drainage design. This task is for the preparation of design drawings and associated details only. The SWPPP, including but not limited to, the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), and all other forms for submittal to the proper entities are not included in this item. Such submittals shall be prepared by the contractor. All required inspections for the SWPPP shall be performed by the Contractor.
- i. Construction Specifications
- 1) Construction Specifications will be included on the construction drawings. Halff will reference Fort Bend County specifications, standard notes, and standard details.
  - 2) This task does not include the preparation of written civil specifications for standard items addressed in Fort Bend County standard specifications. If required, Halff will provide specifications for specialized civil items. If written specifications are required, a revision to the scope and fee will be necessary. This task does not include preparation of bid documents.
- j. Roadway Realignment
- 1) Plan and Profile Drawings
    - a. Halff will prepare plan and profile drawings for the (approximate 850-900 linear foot) realignment of Kitty Hollow Park Dr. Plan and profile drawings will be prepared per the Fort Bend County design requirements. The plans will include realignment and/or adjustment of utilities within the ROW as needed to accommodate the roadway realignment.
  - 2) Traffic Control Plans
    - a. Halff will prepare traffic control plans (TCP) for the construction of the proposed roadway realignment within the ROW. These plans will include, but not be limited to, the layout of signage and barricading/channelizing devices and associated details.



- 3) It is assumed that the plan and profile drawings for work within the ROW will be included in the Commercial Building Permit plan set for review and approval by the City. This task does not include preparation of a separate plan set for the roadway realignment.

#### **Structural Engineering Services**

- a. Design
  - 1) Coordination with the architect to review the Client approved building programming and design.
  - 2) Coordination with the geotechnical engineer to determine foundation design recommendations.
  - 3) Provide structural design for the Client approved 1-story steel framed building and amphitheater canopy, approximately 3,000 - 5,000 SF area.
    - a. Building system to be stiffened on grade with footings or deep foundations as required by the site-specific geotechnical report.
  - 4) Construction documents based on Client approved design documents, which may include:
    - a. Structural foundation plan, framing plan, sections, details, and specifications, ready for construction.
    - b. Modifications as required for jurisdictional agency plan checking and review process.

#### **4. Plan Review and Permitting**

- a. Submit plans to Fort Bend County staff review and comment at 60% and 90% levels of plan completion.
  - 1) Attend a meeting with Fort Bend County permit plan reviewers at each interim stage of construction document completion to discuss comments and plan changes related to development of the project, and to document staff comments for use during preparation of subsequent plans, at each submittal stage during preparation of construction documents, prior to submittal of 100% plans.
  - 2) Provide an opinion of probable cost for site improvements at each plan completion submittal stage.
- b. Provide specifications and bidder instructions in Fort Bend County Parks & Recreation standard format at the 90% completion stage.
- c. Prepare Project Manual, package all plans, and bidding forms.
- d. Submit 100% plans to Fort Bend County staff for use during the bidding/construction phases of the project.
- e. Submit 100% plans to the Texas Department of Licensing and Regulation (TDLR), or an approved accessibility plan reviewer, for accessibility compliance review.

#### **5. Bidding**

- a. Provide assistance to Fort Bend County staff in the preparation of bid packets consisting of project specifications and plans, line-item identification and bid form formatting, and by utilizing front-end documents provided by the County.

- b. Attend a pre-bid meeting scheduled and hosted by Fort Bend County to assist in answering bidder questions.
- c. Provide assistance during the bidding phase by answering technical questions from bidders and issue addenda as needed for bidder clarifications.
- d. Receive tabulated bids in a spreadsheet format from Fort Bend County for review and prepare selected bidder evaluations based on bid cost submissions and other criteria identified on the spreadsheet results and prepare a letter of award recommendation for Client use. The Design team will not evaluate bidder financial statements, or the validity of bonds supplied by the bidder as a part of the bidding process.

## **PARK DESIGN – SPECIAL SERVICES**

### **6. Geotechnical**

Provide design input for needed geotechnical engineering services to determine soil conditions at the project site and to develop information concerning foundation and pavement designs and construction recommendations for improvements included in the Project. Receive and review the geotechnical engineering report for design recommendations of paving, flatwork, and structural project needs. Refer to Exhibit B for detailed geotechnical scope of services.

### **7. Furniture Fixtures and Equipment (FFE) Selection**

The Architect will provide up to two furniture layouts for each interior space in the proposed building. An initial estimate of the selected furniture types will be provided for approval by the Client. The selected furniture will be bid out to three vendors and presented to the Client for direct purchase. The Architect will assist in coordination of the delivery and setup of the furniture within the space. Additional furniture layouts will be billed at the Architects hourly rate.

### **8. Estimating**

The Design Team will provide for a complete estimate of the design documents at two points in the design process. The cost estimate will provide a guidepost for the Client to give feedback into the design and estimated construction cost. Two cost estimates are provided for within this proposal and may be used during the design phase as needed by the Client. The Design team recommends doing estimates at the 30% and 60% milestone drawing packages to assist in the development of the drawings. Additional cost estimates may be provided for at a flat rate as an additional service should they be requested.

### **9. Audio Visual / Information Technology (AV/IT)**

The Architect assumes that the Client has retained an AV and IT provider for other buildings within the park and within the county. The Architect will work with the provider to identify locations for access control, IT systems, and AV system within the building. Additional IT and AV services may be required within the park area, including WIF access and security cameras. Those locations will be coordinated with the Landscape Architect. All AV and IT equipment is intended to be purchased directly by the Client and installed by either the contractor or the Client's preferred vendor.

## **10. Construction Observation**

- a. Participate in a Pre-Construction Conference prior to commencement of Work at the Project Site.
- b. Provide assistance during the construction phase by reviewing contractor shop drawings when appropriate, responding to Contractor's Request for Information (RFI) and by visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the Design Team, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- c. We anticipate that the representative for the Design Team will visit the Project weekly to the site, four (4) times per month, during the construction phase of the Project. The construction phase is estimated to take a total time of eighteen (18) months.
- d. Site visit time will include preparation and issuance of meeting minutes that document observations and discussions that occurred during the site visit.
- e. Conduct one (1) walk-thru of the project for substantial completion; issue punch list for incomplete items including for completion.
- f. Conduct one (1) final review walk-thru of the project for acceptance of project.
- g. Perform a final One-Year Warranty Inspection of all improvements and facilities included in the project, and prepare a report that identifies all replacements, renovations and restorations necessary to bring project improvements and facilities into conformance with project criteria.

## **OTHER ADDITIONAL SERVICES**

Additional Services, not included in the Scope of Services unless noted above, will be negotiated with the Client as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Items that are considered additional services include:

- a. Preparation of renderings or graphics, except as noted herein
- b. Design of water features, fountains, etc., except as noted herein
- c. Major Park improvements other than those listed in the scope of work
- d. Meetings or presentations not specified herein
- e. Revisions to plans requested by the Client after the park plans are approved
- f. Permit fees, filing fees, pro-rated fees, impact fees and taxes
- g. Preparation of easement or right-of-way documents
- h. Design of off-site water, sanitary sewer, or storm sewer
- i. Design of electric, gas, telephone or other dry/franchise utility improvements except as noted
- j. Printing of drawings, specifications and contract documents for bidding or distribution purposes except as noted herein
- k. Construction observation of work (except as noted in scope under special services)



- l. Certification that the work is built in accordance with plans and specifications (by City inspector)
- m. Graphic products except as noted in herein
- n. Attendance or preparation for meetings and public hearings except as noted herein
- o. Variance request applications
- p. Provide more than ten sets for construction set permits and contractor
- q. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation or other legal proceeding involving the project
- r. Printing of Drawings and Specifications for Bidding
- s. As-built drawings. It is assumed that the Contractor will keep a record of the as-built conditions on a reproducible set of documents
- t. Coordination with tenant's insurance companies, attorneys, or banking institutions
- u. LEED Commissioning/Certification
- v. Preparation of plan sets other than the construction drawings prepared for permitting and construction purposes. Including a separate pricing set, separate plan sets for different bidding mechanisms (Guaranteed Maximum Price, Low Bid, etc.), an Issued for Construction (IFC) plan set, etc
- w. Preparation or recordation of easements documents, except as specifically included
- x. Traffic Control Plans (TCP), except as specifically note
- y. Sanitary and/or storm sewer lift station
- z. Coordination of site access. Site Access will be coordinated by the Client
- aa. Land title research generally performed by the title company
- bb. CenterPoint Application Packages for installation of facilities within CenterPoint easements except as specifically noted
- cc. Quality control and material testing services during construction
- dd. Gas, telephone, cable and/or electric design
- ee. Environmental impact statements and assessments or wetlands identification or analysis, except as specifically noted
- ff. Construction staking
- gg. Storm Water Pollution Prevention Plan (SWPPP)
- nn. Review of Engineer's certificates. Halff shall not be required to execute any documents after the signing of this Agreement that in any way might, in the sole judgement of Halff, increase the risk or the availability or cost of Halff's professional or general liability insurance
- oo. Halff will not have control or charge of and will not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or the failure of any of them to carry out the work in accordance with the Construction Documents



**Attachment “B”**

**Kitty Hollow Park, Phase 1 Fee Schedule**

**FEE SUMMARY**

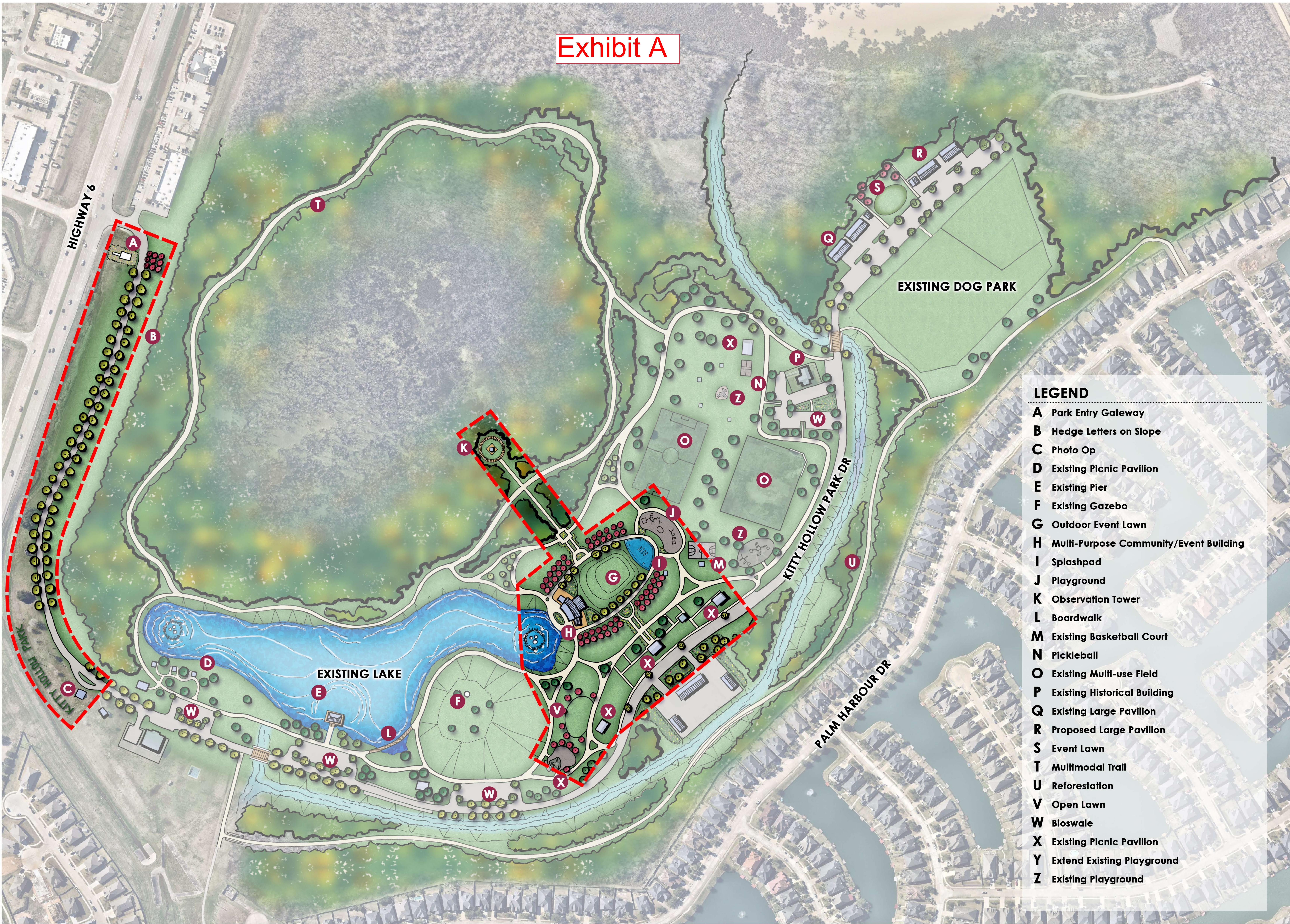
| <b>Park Design – Basic Services</b>   |  |           |                  |
|---------------------------------------|--|-----------|------------------|
| 1.                                    | Programming  | \$12,500  |                  |
| 2.                                    | Site Investigation and Base Map Preparation  | \$56,500  |                  |
| 3.                                    | Construction Document Preparation<br>Hydrological & Hydraulic<br>Architecture & MEP Engineering<br>Landscape Architecture<br>Civil Engineering<br>Structural Engineering | \$464,980 |                  |
| 4.                                    | Permitting   | \$12,150  |                  |
| 5.                                    | Bidding  | \$13,060  |                  |
|                                       |  |           | <b>\$559,190</b> |
| <b>Park Design – Special Services</b> |  |           |                  |
| 6.                                    | Geotechnical   | \$6,950   |                  |
| 7.                                    | FFE Selection  | \$30,800  |                  |
| 8.                                    | Estimating   | \$9,900   |                  |
| 9.                                    | Audio Visual / Information Technology  | \$21,780  |                  |
| 10.                                   | Construction Observation   | \$105,130 |                  |
|                                       |  |           | <b>\$174,560</b> |
| <b>Expenses and Additional Fees</b>   |  |           |                  |
| 1.                                    | Estimated Reimbursable Expenses  |           | <b>\$20,000</b>  |

**EXPENSES**

Direct costs, including printing, reproduction, photography, postage, messenger service, shipping and overnight delivery, long distance phone calls, travel, and printing of plans and graphics will be billed at the direct cost incurred, and are included in the estimated fees for expenses stated below.

*Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax, on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.*

# Exhibit A



**LEGEND**

- A** Park Entry Gateway
- B** Hedge Letters on Slope
- C** Photo Op
- D** Existing Picnic Pavilion
- E** Existing Pier
- F** Existing Gazebo
- G** Outdoor Event Lawn
- H** Multi-Purpose Community/Event Building
- I** Splashpad
- J** Playground
- K** Observation Tower
- L** Boardwalk
- M** Existing Basketball Court
- N** Pickleball
- O** Existing Multi-use Field
- P** Existing Historical Building
- Q** Existing Large Pavilion
- R** Proposed Large Pavilion
- S** Event Lawn
- T** Multimodal Trail
- U** Reforestation
- V** Open Lawn
- W** Bioswale
- X** Existing Picnic Pavilion
- Y** Extend Existing Playground
- Z** Existing Playground

These drawings and the information contained herein are for general presentation purposes only, and are not intended nor shall be used for design or as construction plans. The Owner reserves the right to modify or change all designs without notice to the public.