

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
FORT BEND ABE & LIZZIE DAILY PARK**

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

W I T N E S S E T H

WHEREAS, County desires that Consultant provide professional design and consulting services for the Fort Bend Abe & Lizzie Daily Park, (hereinafter “Services”); and

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

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

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional design services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

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 February 8, 2023, as revised on July 31, 2023 (attached hereto as Exhibit A).

**Section 2. Personnel**

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without 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 Proposal described in Exhibit A is three hundred thirty-nine thousand seventy-eight dollars and no/100 (\$339,078.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

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

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by Parks and Recreation Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County, following written notices to Consultant and affording Consultant 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 three hundred thirty-nine thousand seventy-eight dollars and no/100 (\$339,078.00), 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 three hundred thirty-nine thousand seventy-eight dollars and no/100 (\$339,078.00).

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later 24 months after that. 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. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

#### **Section 9. Inspection of Books and Records**

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

#### **Section 10. Insurance**

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

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

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

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

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

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

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

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, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

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

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

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

### **Section 13. Independent Consultant**

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

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

### **Section 14. Notices**

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

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

County:	Fort Bend County Parks and Recreation Attn: Director 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Consultant:	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 applicable 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, Workers' 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 to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Consultant shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

#### **Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

#### **Section 18. Applicable Law**

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

#### **Section 19. Successors and Assigns**



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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

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

**Section 23. Captions**

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

**Section 24. Conflict**

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

**Section 25. Certain State Law Requirements for Contracts**

The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (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 § 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 § 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 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.

FORT BEND COUNTY

HALFF ASSOCIATES, INC

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

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

Kristin LeBlanc, P.E.  
Authorized Agent- Printed Name

ATTEST:

Land Development Team Leader  
Title

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

October 11, 2023  
Date

APPROVED:

/s/ Darren McCarthy  
\_\_\_\_\_  
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 Abe & Lizzie Daily Park, February 8, 2023  
As revised on July 31, 2023

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# EXHIBIT A

Proposal for Design Services for Abe & Lizzie Daily Park  
February 8, 2023, as revised on July 31, 2023



February 8, 2023  
Revision 5 June 22, 2023  
Revision 6 July 31, 2023  
AVO P54062.001

Ms. Gwendolyn F. Climmons, J.D.  
Special Projects Manager  
Fort Bend County Parks & Recreation Department  
Sienna Annex Suite 149  
5855 Sienna Springs Way  
Missouri City, TX 77459

Re: Proposal for Design Services for Abe & Lizzie Daily Park, Fulshear, Texas

Dear Ms. Climmons:

Halff Associates is pleased to present this proposal for the design services for Abe & Lizzie Daily Park located in Fulshear, TX. For over 70 years, Halff Associates has been committed to providing outstanding design service and professionalism to our clients. We appreciate the opportunity to be part of your team and look forward to working with you on this project.

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 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 Site Plan (attached Exhibit A), and our understanding of the County's 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 Site Improvements for Abe & Lizzie Daily Park**

The following is a proposal to prepare a park master plan for the 80.5 acres and construction drawings for Phase I site improvements that may include a 3-field complex of youth ball fields (to be lighted in the future), prefabricated restroom/concession building, playground, pavilion, entry road realignment and extension, and parking lot improvements per the Client provided Site Plan. **Halff will work with Fort Bend County Parks Department to finalize the site plan conceptualizing the ball field layouts and parking prior to the start of detailed design.**

Halff Associates' team of landscape architects and engineers will utilize the County's initial site plan as a basis to develop the master plan and plans and specifications for Phase I improvements to the park. The current County site plan may be modified during the plan and specification development to acknowledge and accommodate site opportunities and constraints. The park's final plans and specifications will be delivered in a permitted and ready for bid state to Fort Bend County.

The scope of services is as follows:

#### **INFORMATION TO BE SUPPLIED BY FORT BEND COUNTY**

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

1. Existing Utility Information – The Client will provide available as-built plans, construction plans, or information describing the horizontal location, depths, invert elevations, and types of pipe or conduit in place, for all existing public utilities located within the limits of 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. Site Concept Plan – The Client will provide the latest site plan concept available in an electronic format for use in evaluating the facility function, operation, programming and to create a base file for construction documents.
3. 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.
4. 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. Master Planning/Programming**

- a. The Design Team shall use the County's initial site concept plan as a basis for schematic design of a master plan for the park.
- b. Boundary and topographic surveys, prepared as part of this scope, will be overlaid onto a current aerial and the County's initial site concept plan to be used in the programming meetings with the County.
- c. Participate in up to two (2) programming meetings with Client regarding overall vision for the park master plan and to review Phase I project recreational use and needs, maintenance requirements of the facility, and operational procedures of the facility. Additional meetings can be accommodated if required, as an additional service.
- d. Review and analyze the County's initial site concept plan based on results from the programming meetings, survey, hydrology and hydraulics, and preliminary engineering and assess the impacts they may have on the master plan.
- e. Based on the information obtained, Halff will prepare and present a park master plan for review and comment by the County. In addition to the master plan for the park site, the master plan will identify the limits of the proposed Phase I improvements as identified with the County.
- f. Halff will provide the Client one (1) overall plan rendering and up to five (5) perspective renderings for the proposed master plan and Phase I improvements.
- g. Halff will address the Clients comments on the master plan and Phase I limits and present to the County for final review and approval. Additional reviews and revisions can be accommodated if required, as an additional service.
- h. Upon approval of the master plan and limits of Phase I improvements, Halff will evaluate prefabricated restroom building, pavilion, and furnishing options based on the needs of the project and County. Halff will select options best suited and most customizable to present to the County for final selection.

### **2. Site Investigation and Base Map Preparation (Survey)**

- 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 site as well as GIS data, if available and accurate. Only the area outlined in Exhibit B – Survey Limits, will be on-the-ground surveyed. The remaining park property and surrounding property will utilize electronically obtained topography such as LIDAR for drainage and proper siting of park amenities.
- b. On-the-ground survey will include obtaining elevations to prepare one-foot interval contour maps on a 100' grid throughout the proposed improvement area and a 300' grid on the southern portion of the site as shown in Exhibit B.
- c. 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.
- d. Existing trees around the existing improvements and within the proposed improvement area will be surveyed. Trees along the eastern property line 6" caliper (DBH) and larger will be surveyed and the remaining tree cluster will be delineated.

Trees on the southern portion of the tract will not be surveyed. The surveyor will delineate the tree grouping canopy limits only.

- e. Review Client provided site infrastructure to identify existing utilities by contacting utility companies, locating service and available record maps. This does not include any subsurface utility exploration (SUE) services.
- f. Once the survey is complete and mapped and the modified site plan has been approved, attend a project kick-off meeting with Client's staff to establish the scope of the project and verify the general program and parameters for the design efforts.

### **3. Construction Document Preparation**

- a. Prepare construction documents and specifications for Phase I to allow bidding and construction of site improvements as determined by the budget and Client approved site plan.
- b. Provide specific facility plans to construct new improvements within the Park as follows:
  - 1) Provide overall site layout plans with key site plan information.
  - 2) Provide 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 and franchise utilities based on best available information.
  - 3) Provide a paving and dimensional control plan indicating paving types, locations, and dimensions necessary to construct the site improvements. It is understood all vehicular use areas will be hard surface paving. Halff will rely on the geotechnical report provided by the Client for pavement types, reinforcement and joint spacing. This task does not include preparation of a jointing plan. Joint spacing will be specified in the geotechnical report and construction details.
  - 4) Provide layout plans, details and specifications necessary for the construction of flatwork in the pedestrian plaza areas and pedestrian path from the parking to the proposed ball fields.
  - 5) Provide new parking layout and striping and signing plans, details, and specifications for up to 120 new parking stalls located in convenient proximity to the proposed ball fields.
  - 6) Provide an overall grading plan for the project site with minimum one (1) foot contours and vertical information necessary for construction.
  - 7) Provide detailed grading plans, details, and specifications for three (3) proposed youth ball fields, parking, entry road, playground, pavilion and proposed prefabricated restroom/concession building.
  - 8) Provide site storm sewer plans with information necessary for construction of the proposed park drainage improvements. It is assumed that detention and floodplain mitigation have been provided per the approved drainage report and plans prepared by Pacheco Koch in 2020 and that no additional detention or floodplain mitigation volume will be required. Upon completion of the proposed grading plan, Halff will verify floodplain cut/fill numbers to confirm the design is in compliance with the floodplain mitigation volumes provided in the 2020 plans. If it is determined, during design and/or permitting, that additional detention and/or floodplain mitigation is required, an amendment to the contract will be necessary. It is assumed that the drainage improvements will be gravity flow and that there



is sufficient depth to convey the flow to the existing detention pond on the southern portion of the property.

- 9) Provide on-site water and sanitary sewer plans to serve the site improvements and construction of a prefabricated restroom/concession building. This task includes the utilities only. This task assumes that there are existing public water and sanitary sewer lines available at the property line or within the existing park development with sufficient depth and capacity to serve the proposed improvements.
- 10) Provide Storm Water Pollution Prevention Plan (SWPPP) 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 the item. Such submittals shall be prepared by the Contractor. All required inspections for the SWPPP shall be performed by the Contractor.
- 11) Provide layout plans, details, and specifications necessary for the proposed youth baseball fields and associated improvements:
  - a. Design three (3) new fields:
    1. Field mix / grassing (natural turf)
    2. Infield soil mix
    3. Fencing
    4. Backstops
    5. Dugouts
    6. Bullpens
    7. Foul poles
    8. Conduit for future Athletic field lighting
    9. Field irrigation
- 12) Provide landscape and irrigation plans, details, and specifications necessary for the construction of specific project improvements. Planting will be from a palette of native or naturalized plant material agreed upon by the Client.
- 13) Provide structural plans, details, and specifications necessary for construction of specific project structural improvements may include:
  - a. Foundation design and details for a pre-engineered pavilion
    - i. Coordination with manufacturer as required
    - ii. Foundation load requirements to be provided by the manufacturer
    - iii. Site specific foundation design parameters provided by geotechnical engineer
  - b. Foundation design and details for a pre-engineered restroom/concession building
    - i. Coordination with manufacturer as required
    - ii. Foundation load requirements to be provided by the manufacturer
    - iii. Site specific foundation design parameters provided by geotechnical engineer
  - c. Light pole foundation for typical roadway and parking lot lighting
    - i. High mast field lighting excluded

- d. Foundation design for chain link backstop and dugouts
- 14) Provide site electrical plans with information necessary for construction of the proposed park electrical improvements as follows:
  - a. Provisions for restroom/concession building
  - b. Provisions for future field lighting
  - c. Electrical service to dugouts
  - d. Parking lot and site lighting
- 15) Provide plumbing plans with information necessary for construction of the proposed Prefabricated Restroom/Concession building as follows:
  - a. Provisions for a grease trap as required by code for a concession building
  - b. Coordination with the Prefabricated Building manufacturer for below grade plumbing design and layout.
  - c. Review of Prefabricated Building manufacturer plumbing plans for compliance with local codes and ordinances.
- 16) Final design coordination with the selected Prefabricated Building manufacturer including utility tie in locations, sizes and depths, exterior finishes, interior finishes, and required state approval. Preparation of signed and sealed building plans and required permitting will be the responsibility of the Prefabricated Building manufacturer.

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

- a. Submit plans for Client staff review and comment at 60% and 90% levels of plan completion.
  - 1) Attend one (1) meeting with Client permit plan reviewers at each interim stage of construction document completion prior to 100% to discuss comments and plan changes related to development of the project, and to document staff comments for use during preparation of subsequent plans.
  - 2) Provide an opinion of probable cost for site improvements at each interim stage of construction document completion.
- b. Provide specifications and bidder instructions in Client standard format at the 90% completion stage. Civil specifications will be included on the construction drawings. Fort Bend County and/or City of Fulshear specifications, standard notes and details will be utilized. Specifications for specific civil items will be provided if not covered by Fort Bend County or City of Fulshear specifications.
- c. Prepare Project Manual, package all plans, and bidding forms.
- d. Submit 100% plans to the City for final permit approval. Approved plans will be submitted to Client 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 Client 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 preferred by the Client.

- b. Provide assistance during the bidding phase by answering technical questions from contractors and attending a pre-bid meeting with Client staff.
- c. Issue addendums as needed for bidder clarifications.
- d. Receive tabulated contractor bids in a spreadsheet format from the Client for review. Prepare selected bidder evaluations based on bid cost submissions and other criteria identified on the spreadsheet results. Prepare a letter of Contractor recommendation for Client use. The Design team will not evaluate Contractor financial statements, or the validity of bonds supplied by the Contractor as a part of the bidding process.

## **PARK DESIGN – SPECIAL SERVICES**

### **6. Pipeline Coordination**

- a. Halff will coordinate with the owner of the two (2) – 30” natural gas pipelines that cross the proposed site from southwest to northeast.
- b. It is understood that the Client has an existing encroachment agreement with the pipeline company. Halff assumes that the pipeline company will require an update or revision to the encroachment agreement based on the park master plan and Phase I improvements. Halff will prepare the required exhibits and information and facilitate discussions with the pipeline company and Client to ensure any necessary revisions to the agreements are finalized and recorded.
- c. This task does not include probing or subsurface utility engineering (SUE) to locate the existing pipelines. It is assumed that the pipeline company will probe their lines and allow Halff survey to tie each probed location. Should the pipeline companies not probe their lines and require that Halff locate the pipelines, Halff can provide SUE services as noted in Special Services Item 7 below.
- d. Task only include coordination with one (1) pipeline company. If there are additional pipeline companies uncovered during the survey or preliminary engineering, additional scope and fee will be required.

### **7. 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, responded 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 Halff Associates, 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 a representative for the Design Team will visit the Project bi-weekly, two (2) times per month, during the construction phase of the Project. The construction phase is estimated to take a total time of eight (8) 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.

## **PARK DESIGN – ADDITIONAL SERVICES**

### **8. Subsurface Utility Engineering (SUE)**

- a. See Exhibit C for detailed scope of services.

## **OTHER ADDITIONAL SERVICES**

### **Assumptions:**

- 1. Water and wastewater are available on-site and not off-site utility extensions will be required.
- 2. It is assumed that detention and floodplain mitigation have been provided per the approved drainage report and plans prepared by Pacheco Koch in 2020 and that no additional detention or floodplain mitigation volume will be required. If it is determined, during design and/or permitting, that additional detention and/or floodplain mitigation is required, an amendment to the contract will be necessary.

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. Environmental Services including but not limited to wetlands delineation, threatened and endangered species, Phase I or II environmental site assessments, and cultural resources.
- b. Geotechnical Engineering.
- c. Design of water features, fountains, etc.
- d. Park signage.
- e. Major Park improvements other than those listed in the scope of work
- f. Meetings or presentations not specified herein.
- g. Revisions to the design after the site plan has been approved and the design has begun.
- h. Revisions to plans requested by the Client after the park plans are approved.
- i. Permit fees, filing fees, pro-rated fees, impact fees and taxes
- j. Preparation of easement or right-of-way documents.
- k. Design of off-site water, sanitary sewer, or storm sewer.
- l. Design of electric, gas, telephone, or other dry/franchise utility improvements except as noted.
- m. Design of sanitary or storm sewer lift stations.



- n. Printing of drawings, specifications and contract documents for bidding, construction, or distribution purposes except as noted herein.
- o. Full-time construction inspection (*by County inspector*) and/or preparation of as-built drawings (*by Contractor*)
- p. Construction observation of work (except as noted in scope under special services).
- q. Certification that the work is built in accordance with plans and specifications (*by County inspector*)
- r. Graphic products except as noted in herein
- s. Variance request applications.
- t. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation or other legal proceeding involving the project.
- u. Architectural services.
- v. Design of modifications to the existing septic system. Should it be determined that modifications or and additional septic system are required, Halff will prepare a scope and fee for the additional services.
- w. LEED Commissioning/Certification
- x. Traffic Control Plans (TCP)
- y. Tree identification or tree survey
- z. Land title research generally performed by the title company
- aa. CenterPoint Application Packages for installation of facilities within CenterPoint easements
- bb. Quality control and material testing services during construction
- cc. Environmental impact statements and assessments or wetlands identification or analysis
- dd. Construction staking
- ee. Review of Engineers certificates. Halff shall not be required to execute any documents after the signing of this Agreement that in any way might, in the sole judgment of Halff, increase the risk or the availability or cost of Halff's professional or general liability insurance.
- ff. Halff will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences, 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 for the failure of any of them to carry out the work in accordance with the Construction Documents.

## EXPENSES

### 1. 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.



**Attachment “B”**

**Abe & Lizzie Daily Park Fee Schedule**

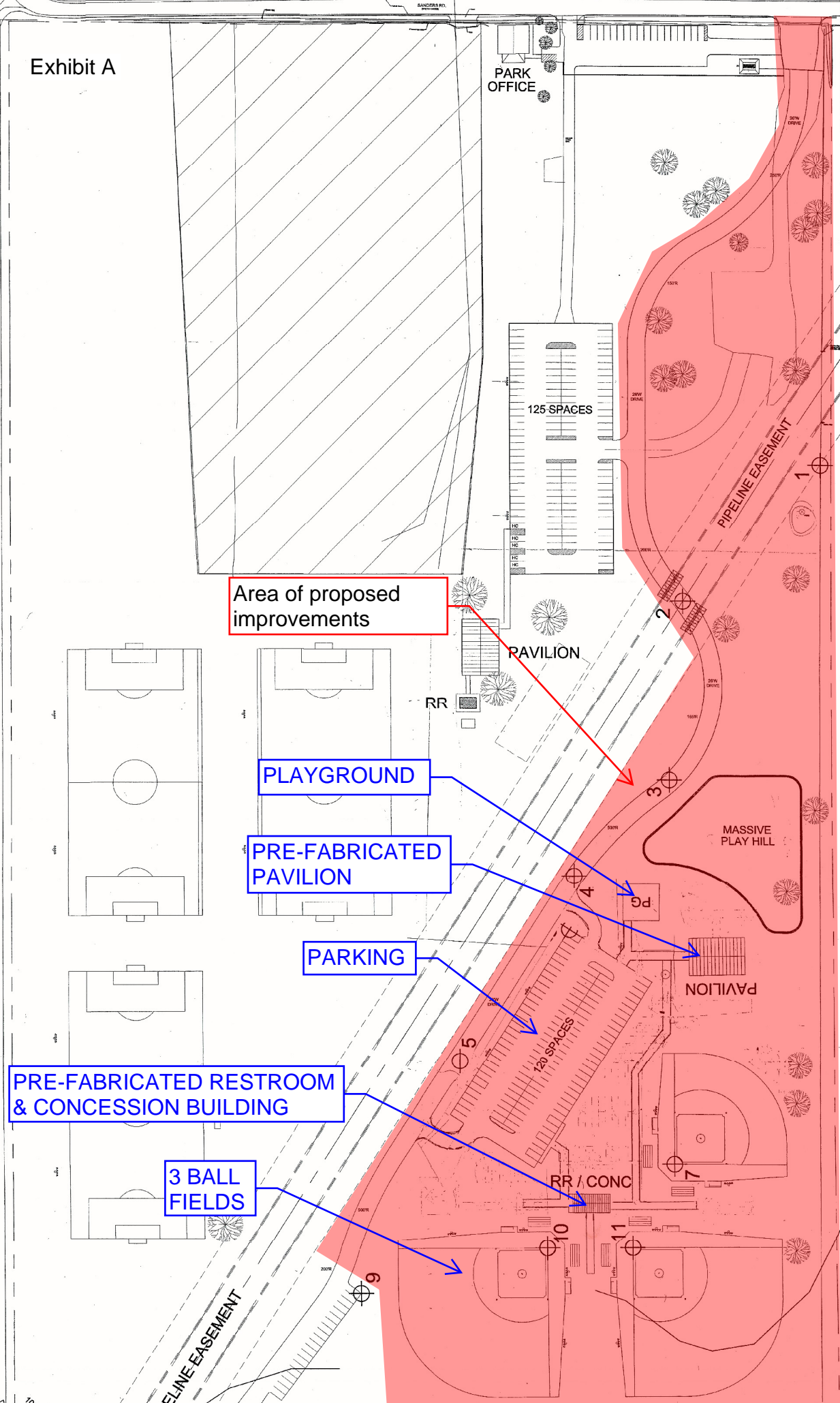
**FEE SUMMARY**

<b>Park Design – Basic Services</b>			
1.	Master Plan/Programming	\$35,465	
2.	Site Investigation and Base Map Preparation	\$34,973	
3.	Construction Document Preparation Civil Engineering Electrical & Plumbing Engineering Structural Engineering Landscape Architecture	\$182,275	
4.	Permitting	\$12,415	
5.	Bidding	\$6,490	
			<b>\$271,618</b>
<b>Park Design – Special Services</b>			
6.	Pipeline Coordination	\$5,455	
7.	Construction Observation	\$31,910	
			<b>\$37,365</b>
<b>Park Design – Additional Services</b>			
8.	Subsurface Utility Engineering	\$15,095	
			<b>\$15,095</b>
<b>Expenses and Additional Fees</b>			
1.	Estimated Reimbursable Expenses		<b>\$15,000</b>

*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





Sanders St.

Exhibit B

Nails Rd

Nails Rd

Abe & Lizzie Dairy Park

Abe & Lizzie Dairy Park

St Pauls Church

100' Grid  
and trees

Survey 6" and larger  
trees in this area and  
identify tree cluster  
canopy.

Pipeline Esmt.

Survey limits

300' Grid &  
tree clusters  
canopy

Nails Rd

Nails Rd





## SCOPE OF SERVICES (EXHIBIT C)

Client: Fort Bend County

City/County Name: Fulshear / Fort Bend

Project: Daily Park

Halff will perform SUE in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities." This standard defines the following Quality Levels:

**Quality Level-A:** Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

**Quality Level-B:** Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

**Quality Level-C:** Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

**Quality Level-D:** Information derived from existing records or oral recollections.

### **Quality Level-A Utility Test Holes (Vacuum Excavation):**

Up to Four (4) test holes will be performed on Gas lines at locations specified by Fort Bend County. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Fort Bend County and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with Fort Bend County for direction on digging additional test holes if required and shall be compensated for each test hole dug.

**Quality Level-B Utility Designating:**

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 3,800 linear feet of petroleum pipeline. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits. Electronic depths will be obtained and shall be deemed approximate without visual verification.

**Quality Level-C Surveying:**

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by Fort Bend County.

**Quality Level-D Records Research:**

Available Records will be provided to Halff by Fort Bend County. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

**SUE Field Manager / Professional Engineer:**

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

**SUE Deliverables / CADD:**

Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation; call outs for electronic depths to be included. Deliverables for the Quality Level-A Test Hole excavations will be a 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.

**Right-of-Entry:**

Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to Halff by Fort Bend County. Halff will coordinate with property owner(s) once right-of-entry has been obtained.

**Permitting:**

Street cut permits are not anticipated for this scope of services.

**Schedule:**

Halff will complete the Quality Level-B Utility Designation investigation within Thirty (30) calendar days upon receipt of written notice to proceed from Fort Bend County.

Halff will complete the Quality Level-A Test Hole services within Thirty (30) calendar days upon receipt of the test hole layout from Fort Bend County and approved permits from Fort Bend County.

Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work performed in the right-of-way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

**WORK PLAN (EXHIBIT B)**
**I. POT HOLING (VACUUM EXCAVATION) (QL-A)**

Description	Quantity	Authorized Rate	Unit	Estimated Cost
Designating 1-Man Crew	24	\$110.00	hour	\$2,640.00
Potholing 2-Man Crew	20	\$330.00	hour	\$6,600.00
Project Manager	3	\$240.00	hour	\$720.00
SUE Manager	4	\$155.00	hour	\$620.00
SUE Field Manager	8	\$125.00	hour	\$1,000.00
Survey Tech	3	\$105.00	hour	\$315.00
CADD Tech	20	\$100.00	hour	\$2,000.00
Survey Crew 2-Man	6	\$180.00	hour	\$1,080.00
Sr. Contract Specialist	1	\$120.00	hour	\$120.00

Subtotal: \$15,095.00

**TOTAL    \$15,095.00**

Note: This is an estimate based upon the anticipated hours and personnel categories to perform Quality Level-D Utility Records Research through Quality Level-A Test Holes requested within the project limits. Due to the unknown timing of project approval and personnel availability, Halff will invoice actual hours worked and personnel categories utilized, in accordance with the attached 2023 Halff SUE Rate Schedule. If quantities are exceeded or additional test holes are required, Halff will notify Fort Bend County for authorization and submit a supplemental agreement to increase the fee prior to proceeding with any additional work.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities but shall be compensated for work performed even if the utility is not located. This proposal is valid for 30 days.

**Attachment A**

