

Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

- (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Contractor for the Services performed under this Agreement is Four Hundred Eighteen Thousand and 00/100 Dollars (\$418,000.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (c) County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Parks Director, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. 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 reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Four Hundred Eighteen Thousand and 00/100 Dollars (\$418,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor 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 Four Hundred Eighteen Thousand and 00/100 Dollars (\$418,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Eighteen Thousand and 00/100 Dollars (\$418,000.00).

6. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall

immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
8. **Insurance.** Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form 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:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County.

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

Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTOR'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL. CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** In the performance of work or services hereunder, Contractor 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. Contractor 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.
13. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

Contractor 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. Contractor 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.

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

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Upon termination of this Agreement by County, Contractor shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.
21. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.

22. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

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

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Contractor: Hines Architecture + Design
8 Greenway Plaza
Suite 1525
Houston, Texas 77046

25. **Performance Representation.** Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. Contractor 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.
26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.

27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **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.

- 32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
- 34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
- 35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

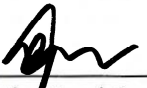
{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

HINES ARCHITECTURE + DESIGN

KP George, County Judge



Authorized Agent – Signature

Date

Gregory L. Lake
Authorized Agent- Printed Name

ATTEST:

Principal
Title

Laura Richard, County Clerk

3/19/2024
Date

APPROVED:



Darren McCarthy, Parks Director

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\purchasing\parks\hines ad, llc (24-parks-100518)\agmt for professional architectural and engineering services.mustang park cc (kcj - 3.18.2024)

EXHIBIT A

(Follows Behind)

HINES ARCHITECTURE +DESIGN

March 6, 2024

COMMISSIONER GRADY PRESTAGE
FORT BEND COUNTY COMMISSIONER – PRECINCT 2
303 TEXAS PARKWAY Ste 213
MISSOURI CITY, TEXAS 77489

RE: MUSTANG PARK COMMUNITY CENTER - ARCOLA

Dear Ms. Gwendolyn Climmons, Assistant Parks Director – Administration & Projects,

In accordance with your request HINESAD LLC d/b/a HINES ARCHITECTURE + DESIGN (HAD) is pleased to provide FORT BEND COUNTY with the following fee proposal for Architectural & Engineering professional services.

1. PROJECT SCOPE

An iconic and versatile Community Center equipped with essential amenities such as a gymnasium, activities rooms, office spaces, a fully functional kitchen, a detention pond for water management, a prominent monument sign for visibility, a spacious parking lot to cater to the needs of the Community Center's patrons, and thoughtfully designed landscaping to enhance the aesthetic appeal of the premises. This multi-purpose facility is envisioned to serve as a vibrant hub for various community activities and gatherings, fostering inclusivity and engagement among residents.

2. SCOPE OF BASIC SERVICES

HAD will provide Basic Services in a form of an agreement as mutually agreed to be consistent with the Project Scope and Scope of Basic Services described in this fee proposal. Basic Services will include:

2.1 SCHEMATIC DESIGN PHASE SERVICES

The goals and deliverables of the Schematic Design Phase based on the Project Scope described above will include:

- Coordinate with owner to release Surveyor and Geotechnical engineer to prepare survey and geotechnical reports coinciding with the needs of the project.
- Preparation and development of building program.
- Preparation of planning and massing studies.
- Schematic plan and section development of spaces and or structures.
- Development of schematic elevations and related refinements to building massing, including in-house produced 3-dimensional working images as necessary to communicate the design for approval: preliminary selection of exterior construction systems and materials.
- Consultation with design consultants including civil, structural, mechanical, electrical, plumbing, and fire protection engineering consultants, to establish systems and coordinate critical planning considerations.
- In-house renderings as may be required for design review and approval purposes.
- Engineering systems narratives.

2.2 DESIGN DEVELOPMENT PHASE SERVICE

The goals and deliverables of the Design Development Phase, based on approved Schematic Design documents, will include:

- Design Development shall proceed once Land Survey and Geotechnical Report are received from owner.
- Incorporation of Client review comments from the Schematic Design Phase package consistent with the Project Scope.

- The further development of documents prepared in the Schematic Design phase, including the planning and development of preliminary core plans and sections.
- Structural, Mechanical, Electrical, Plumbing, and Civil coordination.
- Development of grading plan
- Ongoing incorporation of Client review comments consistent with the Project Scope.
- Development of preliminary wall sections and details describing major components of the building structures.
- Present and review Furniture, Fixture & Equipment (FF&E).
- Preparation and submission of Design Development drawings for client review.

2.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

The goals and deliverables of the Construction Document Phase, based on approved Design Development documents, will include:

- Completion of coordinated plans, elevations, sections, and construction details required for bidding and construction purposes, related coordination with all other Project design consultants.
- Preparation of permit submission package to Fort Bend County.
- Response to Fort Bend County Permit comments related to the construction permit application.

2.4 CONSTRUCTION COST ESTIMATE SERVICES

The tasks and deliverables of this phase will include:

- Compile An *estimate of cost* for the scope of work as outlined in the Issued for Construction (IFC) documents.

2.4 BID PHASE SERVICES

It is anticipated that the owner will solicit the bids from several general contractors. The tasks and deliverables of the Bid Phase will include:

- Attend pre-bid conference.
- Assist in answering questions during the bidding phase, that could result in the issuance of an addenda to ensure a clear understanding of the project requirements.
- Architect will assist the owner with reviewing and evaluating the bids submitted by General Contractors, compare them to project requirements, and provide recommendations or findings to assist in the contractor selection process.

2.5 CONSTRUCTION ADMINISTRATION PHASE SERVICES

The tasks and deliverables of the Construction Administration Phase will include:

- Submittals: Review of specified construction submittals, including shop drawing and sample submittals with a ten (10) working day turn-around. Basic Services include up to one re-submission review of each submittal (total of two (2) reviews only).
- RFIs: Response to Requests for Information within five (5) working days from the general contractor, including supplementary sketches, and drawing revisions where necessary to communicate a response.
- Field Visits: Where required to assess uncovered conditions and other coordination problems in the field. Fee includes a maximum of one (1) such field visit each month.
- Scheduled Meetings - Construction meetings, up to two (2) meeting per month with each lasting four (4) hours during Construction Administration.
- Construction Punch List Upon substantial completion of the Work, preparation of one (1) punch listing report and one (1) follow-up walk-through to review the contractor's response to punch list items.
- Project Completion: Assistance to and coordination with the project filing representative related to inspections and sign offs.
- Review and issuing of comments on Mock-ups, if any.

2.6 INTERIOR DESIGN COORDINATION

Included.

**HINES
ARCHITECTURE
+DESIGN**

2.7 ADDITIONAL SERVICES INCLUDING SUBMISSIONS AND PRESENTATIONS

HAD maybe requested to provide services which are not Basic Services such as additional submissions and presentations.

2.8 PHOTOREALISTIC RENDERINGS

HAD will coordinate the preparation of additional photorealistic renderings as required during the design process for design review, marketing, or other purposes as a separate Additional Service.

3. CONSULTANTS

The services of the following consultants or services are required by the project scope and will be retained and compensated by the Architect on behalf of the Client (see below). Consultants contracted directly to HAD are also listed below. HAD will coordinate the services of all Project design consultants including the coordination of document issue packages.

HAD Contracted Subconsultants and Services on behalf of the Client: N/A

3.1 HAD Contracted Subconsultants and Services:

- Structural Engineering
- Mechanical, Electrical & Plumbing Engineering
- Civil Engineering
- Landscape Architecture
- Pre-Construction Estimator

4. SCHEDULE & COMPENSATION

Basic Services will be provided in accordance with the following schedule durations and fees.

BASIC ARCHITECTURAL & ENGINEERING SERVICES

ITEM:	PHASE:	DURATION:	FEE:
4.1	Schematic Design Phase Services	See Exhibit A	\$81,600.00
4.2	Design Development Phase Services	See Exhibit A	\$102,000.00
4.3	Construction Documents Phase Services	See Exhibit A	\$122,400.00
4.4	Permit / Cost Estimate / Bid Phase Services	See Exhibit A	\$30,400.00
4.5	Construction Administration Phase Services	See Exhibit A	<u>\$81,600.00</u>
Total Fixed Fee: Architectural & Engineering Services			\$418,000.00

ADDITIONAL SERVICES – SPECIALTY CONSULTANTS

- 4.6 Community Engagement
- 4.7 IT & Security Consultant
- 4.8 Sanitarian

OPTIONAL ADDITIONAL SERVICES

4.9	Photorealistic Renderings	\$3,000	Each
4.10	Animations	TBD	
4.11	Physical Models	TBD	

Method of Payment:

Fixed Fees: Fixed fee tasks may be invoiced as frequently as monthly based on the percentage of work completed within the billing period. HAD will attempt to submit invoices on the 15th of each month.

Hourly-with-a-Budget (H.W.B.) Fees: Hourly fee tasks shall be invoiced on a monthly basis according to HAD's currently scheduled rates effective on the date of this proposal. Service rendered within the billing period will be separately described for each hourly task invoiced. Hourly fee budgets will not be increased without the Client's prior approval.

Changes in project Scope or Duration: Should the scope or duration of the project be increased or decreased with regard to the current design, additional services may be required. Client approval is required at the end of Schematic Design and Design Development only prior to proceeding to next phase. Revisions to drawings and other Project documents which are inconsistent with prior approvals of the Client, or which are necessary as a result of changes in the program, budget, or scope of the project may be an additional service. HAD shall notify the Client immediately if a change is required. Proposals and fees are for a continuous project, additional services may be required to remobilize the project should the project be placed on hold for more than four (4) weeks.

5. ADDITIONAL SERVICES

Services requested by the Owner falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses, or on a fixed fee basis where a substantial scope of work can be clearly defined in advance. The scope and terms of compensation for Additional services will be confirmed in written form prior to the commencement of services. Additional services include services related to:

- Graphic materials prepared for marketing purposes.
- USGBC LEED initiatives.
- Fast track project delivery and advance bid packages not identified under Basic Services.
- Major design or value engineering revisions to the plans and specifications after completion of Design Development.
- Revisions due to changes in applicable laws and regulations, which become effective after such documents were issued.
- Services related to City Planning special permits, authorizations, certifications, or governmental variances.
- Specialty consulting.
- Document revisions required as a consequence of contractor substitutions, inaccurate survey information, uncovered field conditions, and construction errors in the field.
- Meetings and presentations to regulatory agencies and community groups not identified under Basic Services
- Post Approval Amendment filings not identified under Basic Services.
- Post-Occupancy studies or commissioning.
- Record Drawings.

6. INCLUSIONS / EXCLUSIONSIncluded Services

1. Architecture + FF & E
2. Structural Engineering
3. Mechanical, Electrical & Plumbing Engineering
4. Civil Engineering
5. Landscape Architecture
6. Pre-Construction Estimator

Excluded Specialty Consultant

1. Community Engagement
2. IT & Security
3. Sanitarian

HINES ARCHITECTURE +DESIGN

Excluded Services:

1. Land Surveyor
2. Geotechnical Engineering
3. Site Infrastructure & Utilities
4. Façade Consultant
5. Lighting Consultant
6. Arborist
7. Acoustic
8. Pool Structural/ Mechanical
9. Irrigation Design
10. Kitchen Consultant
11. Energy/ Sustainability Design/ Studies
12. Aerial Profile Survey
13. Animations
14. Physical Models
15. LEED
16. Substantial Redesign due to Fort Bend County extensive reviews which are beyond reasonable expectations.
17. General Contracting Services
18. Value Engineering Activities
19. Field Surveys, As-built drawings, or the certification of as-built conditions.
20. Construction inspections required by building authorities.
21. Parking Consultant
22. Hazardous materials-related services.
23. Flood Emergency Plans.
24. Expediting Services.
25. Record Drawings

7. ESTIMATE OF COST

The estimate of cost, provided by the Pre-Construction Estimator, will indicate a rough approximation of the total project cost based on the architect's drawings that are issued for construction (IFC).

The estimate will cover the entire scope of the project, including estimated construction costs, estimated contractor's fees, and estimated overhead cost, as well as allowances for FF&E (where applicable), contingency, permits and taxes. This estimate of cost will not include detailed specifications or quantities of materials and labor; Instead, the estimate will provide a broad range of potential costs, expressed as a dollar amount and broken out into the different construction divisions.

The estimate of cost will provide a framework for understanding the financial implications of a construction project, and to be used as a guide.

8. REIMBURSABLE EXPENSES

Except for reproductions related to presentations to client and permitting, all additional Reimbursable expenses are in addition to compensation for Basic and Additional Services and include all expenses incurred by HAD and consultants directly related to the Project. Expenses include the cost of telecommunications; messengers and couriers; physical models, presentation material, and similar supplies; large format and color printing; codes and reference standards purchased particularly for the project; professional photography; meeting catering, and other similar expenses; overtime meals and long-distance travel and accommodation.

7.1 Printed drawings required for Permit application / Issue for Construction three (3) Sets and resubmissions one (1) Set are included
7.2 Printed drawings required for Concept and Schematic Design presentations two (2) Sets each are included.

9. TERMS AND CONDITIONS

We propose that our relationship with you be governed by the terms and conditions outlined in an Owner/Architect Agreement to be finalized by both parties, Payments for services and reimbursable expenses shall be made monthly in proportion to the services performed and expenses incurred. Payment is due and payable within thirty (30) days of issuance of our invoice. Nothing shall be withheld from our compensation as security, to impose a penalty or as liquidated damages, unless we agree or have been found liable in a binding dispute resolution proceeding. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of one and one-half percent per month. Failure to make payments, after notice has been given by Architect shall be cause for suspension or termination of our services; we will have no liability for any delay or damage caused because of such suspension of services and any expense incurred by us in collecting overdue amounts including, but not limited to legal fees, collection agency fees and expenses, court costs, collections bonds, and reasonable staff costs shall be reimbursable expenses.

10. CONFIDENTIALITY


The information contained herein, as well as any work prepared by HAD or any outside consultant or engineer in connection with the Services described herein, shall be kept confidential and shall not be disclosed to anyone, except to the parties to this agreement, and their directors, officers, and attorneys.

11. OWNERSHIP OF WORK PRODUCT

HAD shall grant the Client a limited license to use all HAD work product, including but not limited to studies, assessments, plans, and designs, prepared by HAD or any outside consultant or engineer in connection with the Services described herein as long as Client is in full conformance with all its other obligations under this agreement.

Please indicate your acceptance of this proposal by returning a signed copy to our office or by email. If you have questions or concerns, please do not hesitate to call. This proposal is valid for thirty (30) days from receipt.

We appreciate this opportunity to be of service to your organization.
Sincerely,



Gregory L. Lake AIA | PRINCIPAL
HINESAD LLC d/b/a HINES ARCHITECTURE + DESIGN

Attachments:
EXHIBIT A – DESIGN & ESTIMATED CONSTRUCTION SCHEDULE

