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COUNTY OF FORT BEND

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AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES (BLUERIDGE PARK)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Asakura Robinson Company, LLC, ("Contractor"), a corporation duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Contractor is a professional planning, urban design, and landscape architecture firm which provides landscape architecture services in the state of Texas; and

WHEREAS, County desires for Contractor to provide landscape architecture services for Blue Ridge Park located at 5600 Court Rd., in Fort Bend County, Texas; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Contractor is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; 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 engineering 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 agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Contractor shall render services to County as defined in Contractor's Proposal Letter dated May 16, 2024, and in the Scope of Work (hereinafter, the "Services") attached hereto as "Exhibit A" and incorporated by reference for all intents and purposes.
3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Contractor's receipt of Notice to Proceed and shall end no

later than December 31, 2028. Contractor shall complete such tasks described in the 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 Two Hundred Seventy-Four Thousand Fifty and no/100 Dollars (\$274,050.00). 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 Two Hundred Seventy-Four Thousand Fifty and no/100 Dollars (\$274,050.00). 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 Two Hundred Seventy-Four Thousand Fifty and no/100 Dollars (\$274,050.00) 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 Two Hundred Seventy-Four Thousand Fifty and no/100 Dollars (\$274,050.00).

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: Asakura Robinson Company, LLC
2500 Summer Street,
Suite 3228
Houston, Texas 77007

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

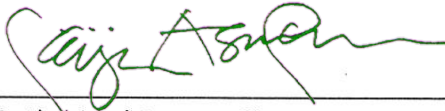
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

ASAKURA ROBINSON COMPANY, LLC



Authorized Agent – Signature

Keiji Asakura

Authorized Agent- Printed Name

President

Title

06/17/2024

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\asakura robinson company llc (24-parks-100697)\agmt for professional landscape architecture services (kcj - 6.11.2024)

EXHIBIT A

(Follows Behind)



May 16, 2024

Proposal

Commissioner Grady Prestage
Fort Bend County Precinct 2
303 Texas Pkwy #213, Missouri City, TX 77489

**Re: Landscape Architecture Proposal
Blueridge Park Improvement Plan**

Asakura Robinson Company (AR) is pleased to submit this landscape architecture services proposal for the above-mentioned project. Our firm has built our reputation on our strength in working with owners, consultants and stakeholders and we welcome this opportunity to work with you and your team in creating a high-quality project. For the purposes of this proposal, Fort Bend County Precinct 2 shall be known as the Client.

A. Scope of Work

1. The Project site is located 5600 Court Rd., Houston, TX 77051
2. The expected design schedule will be approximately 4 months from the receipt of Notice to Proceed to 90% Permit Set.
3. The expected project delivery method is Design-Bid-Build.
4. AR shall provide landscape architecture services for construction documents, permitting, bidding assistance, Construction observation for the project.
5. Landscape design criteria shall meet the client's need and expectation as well as City of Houston Parks and Recreation Department (COH PARD).
6. This proposal does not include any public engagement or presentations.
7. Pedestrian hardscape layout and details, landscape design, irrigation design, site furnishings, and exterior landscape lighting shall be provided for the following scope of work areas:
 - a. Sports fields/courts such as baseball field, soccer field, soccer court, basketball court, pickleball court
 - b. Outdoor exercise station (structural engineering by others)
 - c. Pavilions such as big picnic pavilions, small picnic pavilion and hilltop pavilion (structural engineering by others)
 - d. 3 Playgrounds (structural engineering by others)
 - e. Wayfinding signage and Entry Monument signage (structural engineering by others)
 - f. Park Infrastructure such as trails, pre-engineered pedestrian bridges and fishing pier (structural engineering by others)
 - g. Site amenities such as picnic tables, trash receptacles, benches and bleachers (structural engineering by others)

Task I: Construction Documents

Based upon the client approved updated design documents, and estimated construction budgets, AR shall prepare construction documents for the project, including the following:

1. AR will lead up to 6 coordination meetings with the client and consultant team.
2. Prepare tree preservation and mitigation plans and details.
3. Prepare a pedestrian hardscape layout plan, identifying proposed improvements.
4. Prepare irrigation plans and installation details, as necessary.
5. Prepare landscape plan, planting details and plant schedules.
6. Prepare a site furnishing plan.
7. Prepare a way finding plan and details
8. Coordinate with other consultants on drawings (civil, irrigation, MEP, structural)
9. Prepare construction specifications for landscape portion of work.
10. Assumes three (3) consolidated submissions, Interim 75%CD Issue, 90% Issue for Bid and Permit, Issue for Construction, or the equivalent.
11. Prepare final opinion of probable construction cost (OPCC).
12. Provide final Construction Drawing and specification packages to client in pdf format, following revisions.
13. Submit Construction Documents for TDLR plan review. Receive comments from reviewer, distribute as needed to project team, and revise the Construction Documents for compliance.

Task II: Permitting

1. AR will submit all applications and documents necessary to obtain approval of city or county authorities having jurisdiction over the project and furnish any additional information necessary to obtain approvals.
2. Preparation and submittal of building permit application to City of Houston Code Enforcement.
3. Address city permit review questions and comments.
4. Make clarifications and revisions necessary to obtain the building permit.

Task III: Bidding

1. AR will submit Front end documents that are described in the purchasing agent's page in the County's website.
2. Assist the County for bid advertising, pre-bid qualification process (if applicable), pre-bid conference, addenda(if applicable), and bid opening.
3. Assist the County in a pre-bid conference and document the proceedings.
4. Prepare Bid Cost Estimate Sheet
5. Clarify the construction documents as required through the preparation and issuance of addenda.
6. Attend the bid opening.
7. Prepare Bid Tab
8. Assist the County in reviewing bids including alternates and formulate a recommendation on the award of the contract.

Task IV: Construction Observation

1. Attend one pre-construction meeting.

2. AR shall provide up to 24 site visits to review and undertake periodic observation of the work in progress for conformance with Construction Documents. Field notes shall be published to the Client and Owner. Additional site visits shall be provided as an additional service, at the rates below, with prior approval from Client.
9. Respond to RFI's and prepare ASI documentation in a timely fashion.
10. Review and approve pay applications from contractor.
11. Participate in on-line OAC meetings as needed upon the commencement of AR scope of work, maximum two meetings per month during work scope duration.
12. Review submittals, shop drawings, samples, product data, and other contractor/vendor submitted documents as listed within the Drawings and Specifications and make recommendations, as necessary.
13. Assist owner in coordinating and scheduling TDLR site inspection. Review any deficiencies noted and assist with the inspection response form.
14. Conduct one punch walk to evaluate the completed work, and to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents.
15. AR shall conduct 1 post punch list walkthrough to inspect that all punch list items have been addressed.
16. Submit Letter of Landscape Concurrence, if requested.

Compensation: Total compensation for services will be provided on the following basis:

Task I	Construction Document	\$ 141,000
Task II	Permitting	\$ 8,000
Task III	Bidding	\$ 9,000
Task IV	Construction Observation	\$ 43,000
Sub Total		\$ 201,000

Subconsultant Fees

Civil Engineering- Kaluza, Inc.	\$ 73,050
(See attachment A for full civil scope)	

Total **\$ 274,050**

No Fees and reimbursable costs shall be billed without prior approval by client.

A. Exclusions to Scope of Services and Additional Services

1. Client shall provide the following information as required for performance of the work. AR assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should AR be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.
 - a. Topography, boundary surveys and Legal descriptions of property.
 - b. Existing site engineering and utility base information.
 - c. Soils Engineering, Geo-technical, and other Consultant services if required.
 - d. Application and Permit Fees

2. The following services are specifically excluded from scope:
 - a. Formal Risk Assessments for existing trees.
 - b. Registration and documentation for LEED, SITES, or other certifications.
 - c. Rainwater collection systems and rainwater connection to irrigation system.
 - d. Photometric assessment of site lighting.
 - e. Structural design of the proposed elements listed above
 - f. Outline specifications
 - g. Preparation of materials or presentation to City Boards and Commissions, except where explicitly provided above.
3. Additional Services include but are not limited to:
 - a. Work and/or Meetings requested and or authorized by the Client not defined in the 'Scope of Work', revisions and changes to Client approved drawings, the preparation of alternatives or change orders requested by the Client, and the revision of a single delivery package into multiple delivery packages.
 - b. Preparation of as-built drawings or of measured drawings or existing conditions.
 - c. Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.

Hourly rates for Additional Services:

Keiji Asakura	Principal	\$ 258/hr.
Staff	3.36 x direct personal expense (DPE)	

B. Terms and Conditions

IMPORTANT: This Agreement is expressly limited to the terms and conditions stated herein, and any additional or different terms or conditions proposed by Client (including, but not limited to any verbal or written communication) are rejected unless expressly assented to in writing by the person who signed this Agreement on behalf of Landscape Architect. This Agreement shall not be modified or supplemented by any course of dealing, course of performance, or trade usage. Client acknowledges that no other person(s) shall have authority to bind Landscape Architect to terms varying from those set forth herein.

ARTICLE 1: PROFESSIONAL SERVICES

1.1 Services. In connection with the Project described in the Proposal, Landscape Architect shall render the professional services ("Services") for the Project described in the Agreement and any Amendments.

1.2 Agreement. The Agreement includes the Proposal and all Exhibits incorporated into the Agreement, including these Terms and Conditions, and any Amendments (collectively, the "Agreement").

ARTICLE 2: PROPOSALS

2.1 Scope. The Proposal(s) shall identify the specific scope of Services to be performed by Landscape Architect and those subconsultants, if any, specifically identified as having a direct contractual relationship with Landscape Architect ("Subconsultants") in the Proposal. The Proposal shall also identify the amount and type of

compensation for the Services. Any services not specifically identified in the Proposal are excluded unless added as Additional Services with additional compensation to Landscape Architect.

2.2 Acceptance of Agreement. Landscape Architect shall commence work upon Landscape Architect's receipt of the properly executed and signed Agreement. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Landscape Architect extends the time in writing; or (2) at the sole option of Landscape Architect, Landscape Architect accepts Client's oral authorization to proceed with the Services, in which event the terms of the oral authorization shall include all the terms of this Agreement. Landscape Architect's performance of the Services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement.

ARTICLE 3: CHANGES

3.1 Changes. The Landscape Architect and Client may at any time, by written amendment, make changes within the general scope of the Agreement. If such changes cause an increase or decrease in the Landscape Architect's cost of, or time required for, performance of any Services under the Agreement, an equitable adjustment shall be made and documented in writing in an executed Amendment.

3.2 Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment. Such changes may include, but are not limited to, changes in environmental regulations, local ordinances, or tariffs and regulations governing the export/import of materials for the Project ("Applicable Laws"), or the interpretation of those Applicable Laws.

ARTICLE 4: THE TERM

4.1 Term. Landscape Architect shall be retained by Client as of the date Client executes the Agreement until the Services have been fully performed or until the Landscape Architect's Services are terminated under provisions of the Agreement. Landscape Architect will pursue completion of Services in accordance with the timely completion specified in the Proposal and any adjustments or amendments thereto. Landscape Architect shall not be liable or responsible for any delays caused by circumstances beyond Landscape Architect's control.

ARTICLE 5: DUTIES

5.1 Access. Client will provide Landscape Architect with access to the Project property or to any other site as required by Landscape Architect for performance of the Services.

5.2 Client-furnished Data. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Landscape Architect's submissions, and give prompt written notice to Landscape Architect whenever Client observes or otherwise becomes aware of any defect in the work. Client shall also do the following and pay all costs incidental thereto: Furnish to Landscape Architect core borings, probing and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents; and any other information previously made available to the Client, which may be required by Landscape Architect all of which

Landscape Architect may rely upon in performing its Services. Client shall provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment and any inspection services to determine if contractor(s) are performing the work in accordance with Landscape Architect's design.

5.3 Other Information. Landscape Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and the Client's consultants.

5.4 Ownership of Documents. All designs, drawings, specifications, documents, and other work products of the Landscape Architect (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the Services and are owned by the Landscape Architect regardless of whether or not Services are completed. Reuse, change, or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Landscape Architect. The Landscape Architect grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Except for a rightful termination of this Agreement by Client under Section 7.2, any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by Landscape Architect in writing, the Client (and any third party who received copies of the Documents from Client) shall not make further reproductions of the Documents and shall return to the Landscape Architect within seven days of termination all originals and reproductions in the Client's possession, custody and control, and shall permanently delete any electronic copies thereof from any and all sources. ANY UNAUTHORIZED USE, REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE LANDSCAPE ARCHITECT, ITS OFFICERS, OWNERS, PARTNERS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING FEES OF ATTORNEYS SELECTED IN LANDSCAPE ARCHITECT'S SOLE DISCRETION), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LANDSCAPE ARCHITECT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED USE, REUSE, CHANGE OR ALTERATION.

5.5 Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Landscape Architect from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 Laboratory Services. In performing Services, Landscape Architect may request that Client provide independent testing laboratory services. Landscape Architect will rely on the accuracy of the testing laboratory services. Landscape Architect will not, and Client shall not rely upon Landscape Architect to, check the quality or accuracy of the testing laboratory's services.

5.7 Licensing Fee. If the Client terminates this Agreement for its convenience under Section 7.1 and the Client desires to use Landscape Architect's Documents for purposes of completing the Project, the Client shall pay the Landscape Architect a licensing fee in the amount of **\$50,000**. If the licensing fee in this Section 5.7 is not paid, the Landscape Architect's license to the Client to use the Documents is revoked. IN THE EVENT THE CLIENT USES THE DOCUMENTS WITHOUT RETAINING THE LANDSCAPE ARCHITECT, THE CLIENT RELEASES, INDEMNIFIES, HOLDS HARMLESS, AND AGREES TO DEFEND THE LANDSCAPE ARCHITECT AND ITS CONSULTANT(S) FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, AND EXPENSES ARISING FROM SUCH USES, REGARDLESS OF WHETHER

BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE LANDSCAPE ARCHITECT AND/OR ITS CONSULTANT(S).

5.8 Site Visit. All conclusions, opinions and recommendations relating to site issues will be based upon observed site conditions at the Project as they existed at the time of Landscape Architect's site visit, if any, or upon the information provided to Landscape Architect by Client.

5.9 Opinions of Cost. Should Landscape Architect provide any opinions of cost, it is understood that those opinions are based on the experience and judgment of Landscape Architect and are merely opinions. Landscape Architect does not warrant that actual costs will not vary from those opinions because, among other things, Landscape Architect has no control over market conditions, including but not limited to the cost of labor, materials, or equipment.

5.10 Construction Observation. The Landscape Architect will periodically visit the Project during construction on the number of occasions indicated in the Proposal, or as Landscape Architect determines in Landscape Architect's sole opinion, to become generally familiar with the progress and quality of the contractors' landscape scope of work and to determine if the work is proceeding, in general, accordance with the Documents. The Client has not retained the Landscape Architect to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Landscape Architect does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the Project. Client acknowledges that Landscape Architect is not responsible for any failure of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the Project to construct the Project or manufacture materials in accordance with the Documents or any applicable legal requirements. Landscape Architect shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

5.11 Permits. Client is responsible for obtaining and complying with all required permits (other than those submitted by Landscape Architect as defined by the scope of this contract) or other approvals of, and for giving any required notices to, all governmental and quasigovernmental authorities having jurisdiction over the Services or the Project. Before Landscape Architect performs the Services, Client will provide Landscape Architect evidence satisfactory to Landscape Architect that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Landscape Architect copies of any such permits or any such notices, together with any other relevant information that will alert Landscape Architect to the requirements of such permits, approvals, or notifications.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 Compensation of Services. Landscape Architect's compensation for Services shall be set forth in the Proposal(s).

6.2 Compensation. Client agrees to pay Landscape Architect for Services in accordance with the Agreement. Unless otherwise provided in the Agreement, expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subconsultant expenses shall include a ten percent (10%) markup on cost.

6.3 Payments. Landscape Architect will invoice Client monthly in accordance with the terms and conditions of the Proposal (and Amendments) for Services and reimbursable expenses. Client agrees to promptly pay Landscape Architect the full amount of each such invoice with thirty (30) days of receipt. In no event shall Landscape Architect's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 Right to Stop Performance. If Client does not pay any amount due to Landscape Architect within thirty (30) days after the invoice date, Landscape Architect may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until complete payment of the invoiced amount has been received.

6.5 Attorney's Fees. In the event Landscape Architect's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Landscape Architect all costs of collection, including, but limited to, the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 Termination for Convenience. This Agreement may be terminated, either by Client or by Landscape Architect, for convenience and without cause, at any time prior to completion of Landscape Architect's Services, upon thirty (30) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Landscape Architect shall discontinue work under this Agreement. Such termination shall release Landscape Architect from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Landscape Architect has failed or refused to prosecute the work efficiently, promptly or with diligence, the Landscape Architect shall have at least ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposals). Client waives any and all claims it has against Landscape Architect arising out of termination of this Agreement by Landscape Architect. Client waives any and all claims, causes of action, or damages that it has or may have against Landscape Architect for failure to perform further Services under this or any other Agreement with Client.

7.2 Termination for Cause. Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

7.3 Compensation in Event of Termination. Upon termination by either Client or Landscape Architect, Client shall pay Landscape Architect with respect to all contracted Services rendered and expenses incurred before termination, including any termination settlement costs the Landscape Architect reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 Independent Contractor. It is understood that the relationship of Landscape Architect to Client shall be that of an independent contractor. Neither Landscape Architect nor employees of Landscape Architect shall be deemed to be employees of Client.

ARTICLE 9: LIMITATIONS OF LIABILITY

9.1 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF LANDSCAPE ARCHITECT, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE TOTAL FEE PAID TO THE LANDSCAPE ARCHITECT. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY LANDSCAPE ARCHITECT, THEIR EMPLOYEES, AGENTS, OR SUBCONSULTANTS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, SUBSTITUTE HOUSING, DELAYED OCCUPANCY, AND LOST BUSINESS OPPORTUNITIES.

9.2 No Certification. Landscape Architect shall not be required to sign any documents, no matter by whom requested, that would result in Landscape Architect having to certify, guarantee, or warrant the existence of conditions whose existence Landscape Architect cannot ascertain. The Client also agrees not to make resolution of any dispute with Landscape Architect nor payments of any amount due to Landscape Architect in any way contingent upon Landscape Architect's signing any such certification.

9.3 Asbestos or Hazardous Materials. It is acknowledged by both parties that Landscape Architect's scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Landscape Architect or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of Landscape Architect's Services, Landscape Architect may, at its sole option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultants or contractors to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Project is in full compliance with applicable laws and regulations. If Landscape Architect suspends its performance due to the presence of such materials, Landscape Architect shall be entitled to an extension of the schedule proportionate to the time Landscape Architect's Services were suspended.

9.4 Delays. Landscape Architect is not responsible for delays caused by factors beyond Landscape Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Landscape Architect's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Landscape Architect is not responsible for damages caused by such delay. In addition, Landscape Architect shall not be deemed to be in default of this Agreement but shall be entitled to an extension of time equal to the delay. In the event such delay exceeds thirty (30) days, Landscape Architect shall be entitled to an equitable adjustment in compensation. Any schedules or durations included in the Agreement for Landscape Architect's Services is an estimated schedule or duration only; Client acknowledges that Landscape Architect's schedule or duration will depend on required coordination, permitting, Client's availability for meetings and issuance of approvals, and other conditions created by the site or third parties not under the control of Landscape Architect.

9.5 Project Enhancement. If, due to Landscape Architect's error or omission, a required item or component of the Project is omitted from Landscape Architect's Documents, Landscape Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project and paid by the Client had the item or component been included in Landscape Architect's Documents. In no event will Landscape Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: CONDO EXCLUSION

10.1 No Condominiums. Unless specifically included and acknowledged in the Agreement, Landscape Architect has assumed the Project will not involve residential condominiums, which are defined as multi-family or mixed-use residential property comprising all or part of the Project, the units of which will be individually owned or occupied by unit owners or tenants and the owners will share in joint ownership of any common elements.

10.2 Condominium Conversion. It is an essential and material term of the Agreement that the Project does not involve condominiums. If the Project is converted to condominiums, (i) Client agrees to release, indemnify, defend, and hold harmless Landscape Architect from and against any claims by a condominium association or individual unit owners related to the Services provided by Landscape Architect under this Agreement, and (ii) the Condominium Project Special Requirements, attached hereto as Attachment 1, shall apply.

ARTICLE 11: MISCELLANEOUS

11.1 Entire Agreement. The Agreement contains the entire agreement between Landscape Architect and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties. ANY FUTURE AGREEMENTS BETWEEN THE PARTIES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

11.2 Modifications. No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Landscape Architect other than one of its officers, and then only in writing signed by such officer.

11.3 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including the choice of law.

11.4 Venue. Landscape Architect and Client agree that the Services will be performed or partially performed in Fort Bend County, Texas, and the venue of any action under the Agreement shall be exclusively in Harris County, Texas. Client and Landscape Architect hereby waive any objection to jurisdiction or venue in Fort Bend County

11.5 Severability. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid, or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

11.6 Construction of Agreements. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits. In the event of a conflict or ambiguity between the documents comprising this Agreement, the more specific provision shall control.

11.7 Successor and Assigns: No Third-Party Beneficiaries. Client, for itself and partners, if any, and Landscape Architect, for itself, each bind itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Landscape Architect shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Landscape Architect. Client and Landscape Architect agree that there are no third-party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement. Client further warrants it is the "owner" or "reputed owner" of the Project (as those terms are defined in Chapter 53 of the Texas Property Code) and that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Landscape Architect harmless for any and all claims, causes of action, and damages that may arise against Landscape Architect if the representations contained in this Paragraph are not correct. Nothing in the Agreement restricts Landscape Architect's ability to hire subconsultants or others in connection with the Services. Notwithstanding anything to the contrary in this Agreement, Landscape Architect shall have no obligation to hire any subconsultants unless the Services of subconsultants are specifically included in the Proposal. The Services and any reports or other documents prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services unless the Landscape Architect gives Client or some other entity prior and specific written approval.

11.8 Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to the Agreement or the Services provided thereunder shall be subject to mediation, and, if necessary, arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation.

11.9 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Landscape Architect's Services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings. Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fort Bend County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.10 Arbitration. Claims, disputes, and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11.11 No Warranty. Landscape Architect makes no warranty, either expressed or implied, as to Landscape Architect's findings, recommendations, plans, designs, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Landscape Architect nor any of Landscape Architect's subconsultants owes any fiduciary responsibility or duty to Client. CLIENT HEREBY WAIVES ANY AND ALL WARRANTIES IMPLIED BY LAW.

11.12 Corporate Liability. Client understands and agrees that Landscape Architect is a business entity that has contracted to perform Services, and any Services provided by Landscape Architect's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Landscape Architect's employees, agents, or officers in their individual capacity.

11.13 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services, or (b) any continuing obligation, liability, or responsibility of Landscape Architect and of Client which would otherwise survive termination of the Services.

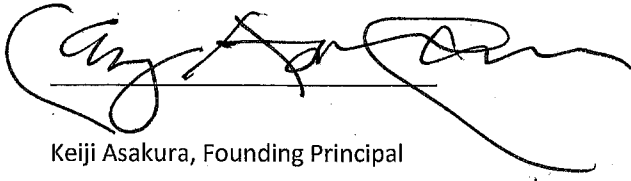
11.14 Texas Board of Architectural Examiners. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, Texas 78711-2337
Ph # 512-305-9000

11.15 Attorneys' Fees. In any litigation or arbitration between the Client and Landscape Architect related to the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in the litigation or arbitration. For purposes of this provision, the "prevailing party" shall be the party who obtains a finding from the court or arbitrator at the time final judgment is entered that the opposing party materially breached the Agreement. If both parties obtain such a finding, then neither shall be deemed a prevailing party for purposes of this provision, regardless of whether one party is required to pay an amount to satisfy a judgment to the other.

We appreciate your consideration of our firm, and we look forward to working with you.

Yours truly,

A handwritten signature in black ink, appearing to read 'Keiji Asakura', written over a horizontal line.

Keiji Asakura, Founding Principal
Asakura Robinson Company, LLC

Date:

5/18/2024

Attachment A



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

May 15, 2024

Mr. Keije Asakura, AIA
Asakura Robinson
2500 Summer Street Suite 3228
Houston, Texas 77007

RE: Civil Engineering for City of Houston – Blue Ridge Park 45 Acres along Court Road and Post Oak Road, being in the J. Pointevent Survey No. 3. Abstract No. 305, Fort Bend County, Texas.

Dear Mr. Asakura:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and to make available pertinent existing data:

KALUZA, INC. proposes to provide the necessary engineering services to complete the following work on the Project:

I. Preliminary Phase

Scope of work includes the creation of a preliminary site plan to determine layout of water, sanitary sewer, detention pond, and storm sewer that comply with Client and local governmental agencies requirements. Deliverables for this phase of work shall consist of site drawings.

Fee for Preliminary Phase = \$ 5,900.00

II. Construction Documents Phase

This phase of service consists of preparing documents based on the Preliminary Documents that have been approved by the Client. These documents shall consist of final construction documents which will define the overall scope of the project.

• Paving, Drainage, and Grading Plan

Coordination of engineering design work of internal paving and drainage with Architect and Mechanical Engineer; Design paving and drainage for walking trails; Design and layout of the internal drainage system including storm sewers, inlets, and open ditches adjacent to restroom; Design of drainage structures for connection to drainage facilities; Preparation of drainage calculations and sizing of storm sewer, detention pond calculation and design; Design and layout of site grading and drainage; Preparation of construction details for paving and drainage structures; Design drainage and grading for area between building and parking lot; Preparation of detailed site plan showing paving, drainage, and grading; Coordinate and assist Architect in plan approvals from City of Houston; Furnish Architect with original drawings to be included in Architect's drawings; Establish finished restroom slab elevation; Provide site plan in AutoCAD 2015 Format; Assist project team with permitting through governmental agencies.

Lump Sum Fee = \$ 44,500.00

- **Storm Water Erosion Control Plan**

Design and preparation of storm water erosion control plan for the site including construction details; Include plan and details with Architect's bid package.

Lump Sum Fee = \$ 2,400.00

**Total Lump Sum Fee for
Construction Document Phase = \$ 46,900.00**

III. Bidding/Negotiation Phase

This phase of service consists of assisting the Client in either obtaining bids for the construction of the Project or obtaining the construction cost from a selected General Contractor. Also included in this phase is assisting the Client in the submission of the Construction Documents for approval by the governing authorities that have jurisdiction over the project. This service includes coordination and assisting the Architect in submittal of civil documents to City of Houston, and Harris County Flood Control.

Fee for Bidding/Negotiation Phase = \$ 6,450.00

IV. Construction Administration Phase

This phase of service consists of processing required documents to include RFI's, review pay estimates, during this phase and review of construction progress. Also included in this phase is processing the Project close-out documents submitted by the General Contractor after completion of construction.

This phase of service shall be performed by the hour with a guaranteed maximum plus reimbursable expense. KALUZA, INC. will make three site visits to inspect construction progress. Each site visit shall include a written report summarizing the visit.

Fee for Construction Administration Phase = \$ 13,800.00

It is understood that this proposal and fees do not include the following:

- (1) Design work plans and profiles, and specifications, for public offsite water line extension to the site.
- (2) Design work plans and profiles, and specifications for offsite public sanitary sewer line extension and/or lift station.
- (3) Design work and plan and profiles for any public road improvements, offsite and/or drainage improvements, and/or any public streets requiring plan and profiles and separate bid process that may be required.
- (4) Design and plans for onsite irrigation system layout or meters.
- (5) Submittal fees to governmental agencies.
- (6) Site electrical or mechanical layout.
- (7) Traffic Impact Analysis.
- (8) Geotechnical Report.

Summary of Compensation

Engineering services to be provided under this contract shall be compensated as outlined below:

I.	Preliminary Phase =	\$ 5,900.00
II.	Construction Documents Phase =	\$ 46,900.00
III.	Bidding/Negotiation Phase =	\$ 6,450.00
IV.	Construction Administration Phase =	\$ <u>13,800.00</u>

Total Engineering Fees = \$ 73,050.00

Work can commence within five (5) days after receipt of a signed proposal and can be completed within sixty (60) days. Total engineering fees based on completion of all work described in the foregoing pages for the specified amount, provided the Owner does not make major changes after design work is initiated. Additional work will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A". Billing for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with accepted professional engineering and surveying practices. The owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

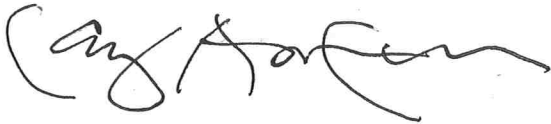
Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment


Accepted - Title: *president*

5/18/2024
Date

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective January 2024

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 235.00/Hour
Sr. Project Manager.....	\$ 205.00/Hour
Project Manager.....	\$ 185.00/Hour
Survey Manager.....	\$ 175.00/Hour
Project Engineer.....	\$ 150.00/Hour
Project Surveyor.....	\$ 130.00/Hour
Sr. Designer.....	\$ 120.00/Hour
Designer.....	\$ 110.00/Hour
CAD Technician.....	\$ 95.00/Hour
Contract Coordinator.....	\$ 80.00/Hour
Administrative Assistant.....	\$ 70.00/Hour
Field Party (2 Men).....	\$ 165.00/Hour
Field Party (3 Men).....	\$ 180.00/Hour
Field Party (4 Men).....	\$ 190.00/Hour
Construction Observation.....	\$ 950.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$95.00/Set.
3. ATV Rental - \$145.00/Day.
4. Other Consultants - At cost plus.
5. All Other Expenses - At cost plus.
6. Global Positioning System (GPS) Surveying an additional charge of \$45.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change