

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
 FULSHEAR ALL ABILITIES PARK**

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

WITNESSETH

WHEREAS, County desires that Consultant provides professional surveying, engineering, and landscape architecture services associated with the proposed Fulshear All Abilities Park, (hereinafter "Services"); and

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services to County as described in Consultant's Proposal dated January 12, 2021 attached hereto as Exhibit "A" and included herein for all purposes.

Section 2. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services billed at the applicable rates plus reimbursable expenses as estimated in Exhibit A is eighty-one thousand ninety dollars and no/100 (\$81,090.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

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

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County, 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.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of eighty-one thousand ninety dollars and no/100 (\$81,090.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed eighty-one thousand ninety dollars and no/100 (\$81,090.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin on Consultant's receipt of a notice to proceed and end no later than September 30, 2021. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County’s reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant’s final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

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

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

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

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

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

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

10.3 If required coverage is written on a claims-made basis, Consultant 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 that work under the Agreement is completed.

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any

Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

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

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

Section 13. Independent Consultant

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

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

Section 14. Notices

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

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

County: Fort Bend County, Commissioner Precinct 3
Attn: Commissioner
22333 Grand Corner Drive
Katy, Texas 77494

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

Consultant: Terra Associates, Inc.
1445 North Loop West, Suite 450
Houston, Texas 77008

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Consultant represents it shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

BY ACCEPTANCE OF CONTRACT, CONSULTANT 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY



County Judge KP George

KP George, County Judge

2-2-2021

Date

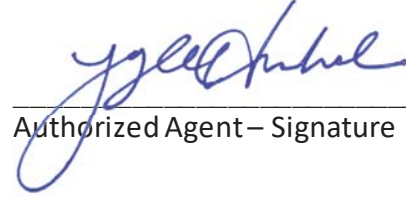
ATTEST:



Laura Richard, County Clerk



TERRA ASSOCIATES, INC



Authorized Agent – Signature

Lyle Henkel, P.E.

Authorized Agent – Printed Name

President

Title

January 27, 2021

Date

APPROVED AS TO LEGAL FORM:



Digitally signed by Spencer, Marcus
DN: dc=us, dc=tx, dc=fort-bend, dc=iso, dc=fortbend,
ou=FortBend, ou=Department, ou=County Attorney,
ou=Users, cn=Spencer, Marcus
Date: 2021.02.03 08:44:08 -06'00'

Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 81,090.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



January 12, 2021

Office of Fort Bend County Commissioner Andy Meyers

Attn: Mr. Robert Pechukas

22333 Grand Corner Drive, Suite 105

Katy, Texas 77494

**Re: Proposal for Fulshear All Abilities Park
Near SWC Fulshear Katy Rd & Dewberry Lane – Approx. 800 LF SW
Fort Bend County, Texas**

TAI Project Number: 0522-2101

TAI Firm No.: F-003832

Mr. Pechukas,

Terra Associates, Inc. appreciates the opportunity to submit this proposed scope of services to the Office of Fort Bend County Commissioner Andy Meyers (“Client”) for professional surveying, engineering, and landscape architecture services associated with the improvements for the above referenced project. Our understanding of the proposed scope of services and areas of design are as follows:

Community Input & Coordination

Our team will be prepared to attend meetings held to obtain input from the community. We will document input received and utilize information obtained when developing design schematics. Scope items included in this phase are as follows:

1. Attend one (1) community meeting as requested.
2. Prepare documentation necessary for presentations at community meetings.
3. Document input received from community planning meetings.
4. Process all input received to ensure conceptual ideas align with Client project budget, goals and site capabilities.

Topographic Survey

We will provide a boundary (Category 1B) and topographic survey to support the design of new improvements for the site referenced above. The boundary survey will establish limits for the property and define easement constraints but will not be suitable for conveyance of title.

The topographic survey will include such features as: ground elevations, pavement, permanent structures, sidewalks, visible or marked utilities (established by Locate 811), sanitary manholes (depth & size), storm sewer manholes & inlets (depth & size), and fences. A site benchmark will be established. In addition, specimen trees (oak, pecan, elm, etc.) 12-inch diameter or larger will be located. Tallow, other inferior, or invasive species of tree will not be located.

All survey data will be referenced to the Texas Coordinate System (NAD83), South Central Zone and North American Vertical Datum of 1988.

Geotechnical Investigation

A Geotechnical investigations and report will be completed during preliminary design, in accordance with Fort Bend County criteria. The report will include the calculation for the equivalent single axle load (ESAL) for the county standard pavement design of on-site paving and will also provide any building foundation recommendations.

Schematic Design

Schematic Design phase will begin after project kick-off, and all available community input has been received. Terra will coordinate with the design team and begin to prepare, for approval by Client, schematic drawings. Scope items in this phase include:

1. Perform a site visit to tag trees and become familiar with existing site conditions, vegetation, topography, approach to the site and adjacent land uses.
2. Facilitate kick-off meeting with the project team to acquaint all members with project goals, budget and desired programming.
3. Coordinate with Civil Engineering team and surveyor to order a topographic and tree survey.
4. Prepare Tree Protection Plans to identify trees and tree canopy areas to preserve and protect during proposed development.
5. Order Geotechnical Report.
6. Prepare and present Schematic Design drawings, which may suggest the following:
 - a. Parking and vehicular circulation
 - b. Layouts for all pedestrian walkways
 - c. Restroom Building location
 - d. Information on proposed plumbing fixtures and interior/exterior lighting

- e. Play Equipment Areas
 - f. Shade Structures
 - g. Outdoor kitchen/grill areas
 - h. Site Furnishings
 - i. Site fencing
 - j. Entry Monumentation & Wayfinding Signage
 - k. Planting area layouts
2. Compile 30% set of plans for client review.
 3. The landscape architect will review with the Client alternative approaches to designing and carrying out of the scope.
 4. Coordinate with Fort Bend County for permitting requirements for the restrooms, shade structures, and monument sign.
 5. Prepare and review preliminary estimate of project construction costs that aligns with Client's provided budget, based on the recommended schematic design concept and on current costs for projects of similar scope and quality.

Design Development

Design development phase will begin after Client approval of schematic design drawings and any adjustments authorized by the Client in the program, schedule, or project budget. Terra shall prepare, for approval by Client, drawings, and other documents to adjust and best describe the size and character of the landscape architecture. Drawings will be prepared for the purposes of owner approval and coordination between consultants. Drawings in this phase include:

1. Preliminary hardscape detail drawings with suggested materials that illustrates desired construction means and methods.
2. Coordinate with Civil Engineering team for parking lot grading, drainage & utilities
3. Coordinate submittal for TAS Plan Review.
4. Coordinate with Architect for Restroom Building orientation and utilities
5. Coordinate with MEP for site lighting and electric for site lighting and irrigation controller
6. Prepare plant layouts to provide necessary buffers, and to complement existing conditions and pedestrian flow.
7. Prepare preliminary irrigation layouts for all softscape areas.

8. Compile 70% set of plans to include Landscape, Civil, Architectural, MEP, & Structural CDs for client review.
9. Prepare and review final estimate of cost based on decisions made during design development.

Construction Documentation

Construction documentation phase will begin after Client approval of design development drawings and any further adjustments in the scope or quality of the project or in the budget for the scope authorized by the Client.

Civil drawings will include the preparation of construction documents for all private site work required for the project. Our design of these facilities will extend from the public waterline, sanitary sewer and drainage facilities existing immediately adjacent to the site to within 5-feet of the proposed facilities. No off-site plumbing design is included in this scope. Plans included are:

1. Construction notes and legend sheet
2. Existing conditions plan
3. Dimensional control plan
4. Site grading plan
5. Proposed conditions drainage plan
6. Site utilities plan
7. Site paving and fire lane plan
8. SWPPP layout sheet
9. Site work detail sheets
10. Drainage computations will be prepared for all proposed storm sewers in conformance with County requirements.

Terra will prepare for the approval of the Client, drawings and technical specifications that enumerate the landscape architectural scope of services. Landscape drawings will include plans, sections, schedules, construction details and quantities suitable for bidding and construction of the project. Documents provided will include:

1. Materials plans that notate all design elements including site furnishings, playground equipment, signage, fencing, and paving materials. Layouts will comply with ADA Accessibility requirements.

2. Layout plans dimensioning all site improvements.
3. Construction details and specifications
4. Planting plans will include location, quantity, and size/character requirements for each type of plant specified. Technical specifications will include soils, soil additives and maintenance practices until subsequent establishment.
5. Design and specification of the irrigation system in accordance with local jurisdiction and TCEQ guidelines.
6. Selection and layout of landscape light fittings. Electrical supply system and required photometric studies will be carried out by project's electrical engineer.

Architectural, structural, and electrical drawings will be included with significant detail for bidding, permitting, and construction of all buildings, site lighting and other architectural features that are to be incorporated into the project as determined by client. Architectural plans will include:

1. Restroom Floor Plan, exterior elevations, and rendering
2. Structural plans will include foundation plans for the restroom.
3. MEP Plans will include electrical plans for bringing power to the restroom building, and provide circuits for site lighting and irrigation controller.

Terra will compile and submit a 100% plan set and submit for review by client. Terra will address plan review comments in order to obtain final project approvals. Our architecture team will submit approved construction documents to Fort Bend County for review and approval for a building permit.

Bidding and Construction Phase Services

Upon completion of final design services, County will determine an advertisement and bid opening schedule. All administrative project manual documents will be prepared by TAI based on County input. Our team will respond to all construction correspondence and perform site visits to observe installation as necessary and ensure a quality product is received upon project close out.

1. We will develop a Project Manual to include Cover Page, Notice to Bidders, Administrative documents, Bid Form, & Sealed Specification Table of Contents, and Applicable specifications and documents.
2. We will facilitate and attend Pre-bid Meeting if deemed necessary.
3. We will assist the Client in the review of bids received. We will recommend to the Owner as to the proper action on all proposals received.
4. We will attend a pre-construction meeting with the Client, general contractor, and construction materials testing contractor.

5. We will make visits to the site on a T&M (time & material) basis to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
6. We will keep the Owner informed on the progress of the work and any items that need to be corrected via monthly progress reports. On behalf of the Owner, we will exercise whatever rights the Owner may have to disapprove work and materials that fail to conform to the Contract documents.
7. We will review samples, catalog data, schedules, shop drawings, and other data which the contractor is required to submit only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents.
8. We will conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Contract documents. We will generate a final punch list of the project.

Standard of Care.

The standard of care for all professional landscape architecture and related services performed or furnished by consultants under this Agreement will endeavor to provide the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Landscape Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Landscape Architecture services.

Best regards,

TERRA ASSOCIATES, INC.



Amanda Buckson, RLA, LEED AP
Director of Landscape Architecture



Lyle Henkel, PE
President

Attachments: A – Budget Estimate

ATTACHMENT "A"

Budget Estimate

Project: Fulshear All Abilities Park

SWC Fulshear Katy Rd & Dewberry Lane, Approx. 800 LF SW

Fort Bend County, Texas

By: ADB Date: January 2021

File: 0522-2101

| TASK | BUDGET \$ |
|--|---|
| Due Diligence Items | |
| Community Input & Coordination (one meeting) | \$ 1,500 T&M |
| Boundary & Topographic Survey | \$ 6,500 |
| Geotechnical Investigation | \$ 7,300 |
| Due Diligence Subtotal | \$ 15,300 |
| Schematic Design | |
| Landscape Architect | \$ 9,100 |
| Schematic Design Subtotal | \$9,100 |
| Design Development | |
| Landscape Architect | \$ 9,100 |
| Design Development Subtotal | \$9,100 |
| Construction Documentation | |
| Landscape Architect | \$ 15,700 |
| Civil Engineer | \$ 16,200 |
| MEP | \$ 2,750 |
| Structural (if required) | \$ 1,540 |
| Construction Documentation Subtotal | \$ 36,190 |
| Bidding & Construction Phase Services | |
| Landscape Architect | \$ 5,800 T&M |
| Civil Engineer | \$ 1,100 T&M |
| Bidding & Construction Phase Subtotal | \$ 6,900 |
| Total Project Budget | \$ 76,590 |
| R 01 | Estimated Reimbursable Expenses \$4,500 |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terra Associates Inc.
Houston, TX United States

Certificate Number:
2021-710706

Date Filed:
01/27/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
02/02/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2021-2021 Agreement
Landscape Architecture for All Abilities Park

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)