

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES  
 AFRICAN AMERICAN MEMORIAL PARK (PHASE 1)**

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 Hinesad, LLC d/b/a Hines Architecture + Design, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide Professional Architectural and Engineering Design Services for Phase 1 of the County's African American Memorial Park to be located within Bates Allen Park in Kendleton, Texas, (hereinafter "Services"); and

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

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

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

**AGREEMENT**

**Section 1. Scope of Services**

Consultant shall render Services to County as defined in Consultant's Proposal dated July 29, 2022, (attached hereto as Exhibit A).

**Section 2. Personnel**

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

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Agreement for Professional Architectural and Engineering Design Services

African American Memorial Park

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### **Section 3. Compensation and Payment**

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services described in Exhibit A is three hundred seventy-six thousand two hundred dollars and no/100 (\$376,200.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

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

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by Parks and Recreations Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of three hundred seventy-six thousand two hundred dollars and no/100 (\$376,200.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed three hundred seventy-six thousand two hundred dollars and no/100 (\$376,200.00).

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

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than twenty-three (23) months thereafter. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

### **Section 6. Modifications and Waivers**

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

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

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

### **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

#### 7.2 Termination for Default

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

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

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

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

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

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

### **Section 8. Ownership and Reuse of Documents**

All 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. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

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

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

### **Section 10. Insurance**

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

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

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

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

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

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

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

Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant 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 LOSSES, LIABILITIES, CLAIMS, AND 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, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated

or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

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

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

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

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

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

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

**Section 14. Notices**

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

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

County:	Fort Bend County Parks & Recreation Attn: Director 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Consultant:	Hinesad, LLC d/b/a Hines Architecture + Design 2617 Bissonnet, Suite 219 Houston, Texas 77005

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

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

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

**Section 15. Compliance with Laws**

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

**Section 16. Standard of Care**

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

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services

hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

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

**Section 24. Conflict**

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

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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

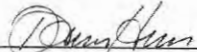
BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

FORT BEND COUNTY

HINESAD, LLC D/B/A HINES ARCHITECTURE + DESIGN

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

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

10.04.22  
Date

DAIMIAN HINES  
Authorized Agent – Printed Name

ATTEST:

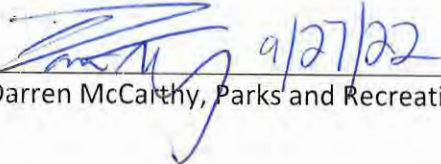


PRESIDENT  
Title

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

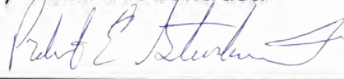
SEPTEMBER 14, 2022  
Date

APPROVED:

  
\_\_\_\_\_  
Darren McCarthy, Parks and Recreation Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 376,200.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

**HINES  
ARCHITECTURE  
+DESIGN**

JULY 29, 2022

COMMISSIONER KEN R. DEMERCHANT  
FORT BEND COUNTY COMMISSIONER  
1517 EUGENE HEIMANN CIRCLE  
RICHMOND, TEXAS 77469

**RE: FORT BEND COUNTY AFRICAN AMERICAN MEMORIAL, PARK PHASE I**

Dear Ms. Shannon Goodie, Project Manager

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

**1. PROJECT SCOPE**

The Project site for Phase I, African American Memorial Park shall consist of a maximum of seven (7) acres within Bates Allen Park located in Kendleton, Fort Bend, Texas. The 236 acres park is the site of two (2) historic cemeteries, Newman Chapel and Oak Hill. It is intended that the up to seven (7) acres for the new memorial site be located strategically between and inclusive of the two (2) cemeteries. Refer to Exhibit A, Cemetery Locations.

The Project program is anticipated to be inclusive of connective hiking trails from the memorial park to these historical cemeteries with destination areas containing fencing and pavilions as allowable by the project budget. These destination areas will create opportunities for future sponsorship, signage and art installations. The project scope shall include formalizing the cemetery burial areas by defining their boundaries and rehabilitating the overgrown landscape to allow visitors to safely access, congregate and observe the burial areas without disturbing the cemetery marked and unmarked graves. Central to the scope is a new monument for collective reverence to the African American experience in Fort Bend County with particular interest given to highlighting the Sugar Land 95 which are the 95 African American individuals unearthed during a construction in Sugar Land, Texas.

The overall project budget is \$4,000,000.00 (Four Million Dollars). This budget is inclusive of project services, construction and other soft costs. Generally, the budget shall include professional design and additional project services, permitting fees, reimbursable expenses as defined, land surveyor, and geotechnical engineer services, construction, and contingency costs.

It is not anticipated at this time that services such as domestic water, gas, and major mechanical systems shall be needed in this stage one of services and activities.

**2. SCOPE OF BASIC SERVICES**

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

**2.1 CONCEPT DESIGN PHASE SERVICES**

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

- Site investigation, research, documentation, and selection to inform concept design.
- Preparation of planning and massing studies.

- Development of concept elements and massing, including in-house, produced 3-dimensional working images as necessary to communicate the design for approval: preliminary selection of exterior construction systems and materials.
- Preparation of two (2) concept site plans
- Preparation of two (2) concept designs
- Presentation of two (2) design precedents, inspirational references, and concept designs to establish a concept approach for schematic design moving forward.

Based on the selected 2.1 Concept Design Phase Services approach and approval, the full design team will proceed with Phases 2.2 Schematic Design through 2.6 Construction Administration activities.

## **2.2 SCHEMATIC DESIGN PHASE SERVICES**

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

- Site investigation and documentation refinement
- Preparation of schematic design Landscape Site Plan with a landscape design consultant for Client review.
- Presentation of concept design refined with schematic landscape design input including precedents and inspirational references.
- Schematic plan and section development of spaces, monuments, and or structures.
- Development of schematic elevations and related refinements to monument massing, including in-house produced 3-dimensional working images as necessary to communicate the design for approval: preliminary selection of exterior construction systems and materials.
- Consultation with Project design consultants including landscape architect, structural, electrical, and civil engineering consultants, to establish systems and coordinate critical planning considerations.
- Ongoing incorporation of Client review comments, consistent with the Project Scope and previous client decisions and directions
- In-house renderings as may be required for design review and approval purposes.
- Engineering systems narratives to facilitate preliminary design pricing activities.
- Coordinate with owner to release Surveyor and Geotechnical engineer to prepare survey and geotechnical reports coinciding with the needs of the project.

## **2.3 DESIGN DEVELOPMENT PHASE SERVICES**

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

- Incorporation of Client review comments from the Schematic Design Phase package consistent with the Project Scope.
- The further development of documents prepared in the Schematic Design phase, including the planning and development of preliminary core plans and sections.
- Landscape, civil, structural, and electrical coordination.
- Development of grading and stormwater plans
- Coordination of the architectural and landscape design with the recommendations and deliverables of engineering, and other Project design consultants.
- Ongoing incorporation of Client review comments, consistent with the Project Scope.
- Development of preliminary demolition and site clearing plans
- Development of preliminary wall sections and details describing major components of the structures
- Preparation of softscape and hardscape landscape schedules
- Incorporate adjustments based on preliminary pricing feedback.
- Preparation and submission of preliminary drawings for Fort Bend County review.

# **HINES ARCHITECTURE +DESIGN**

## **2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

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

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

## **2.5 BID PHASE SERVICES**

It is anticipated that the owner will solicit the bids from several general contractors.

## **2.6 CONSTRUCTION ADMINISTRATION PHASE SERVICES**

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

- Submittals Review of specified construction submittals, including shop drawing and sample submittals with a ten (10) working day turn-around. Basic Services include up to one re-submission review of each submittal (total of two (2) reviews only).
- RFIs. Response to Requests for Information within five (5) working days from the general contractor, including supplementary sketches, and drawing revisions where necessary to communicate a response.
- Field Visits - Where required to assess uncovered conditions and other coordination problems in the field. Fee includes a maximum of one (1) field visit each month.
- Scheduled Meetings. Construction meetings on a monthly basis during Construction Administration, if needed.
- Phase period. Basic Services includes up to one (1) meeting per month with each lasting four (4) hours.
- Construction Punch List Upon substantial completion of the Work, preparation of one (1) punch listing report and one (1) follow-up walk-through to review the contractor's response to punch list items.
- Project Completion: Assistance to and coordination with the project filing representative related to inspections and sign offs.
- Review and issuing of comments on Mock-ups, if any.
- Bulletins two (2) Bulletins during Construction to catch up with ASI unless otherwise required to clarify design intent not previously captured or coordinated by HAD. in design documents.

## **2.7 INTERIOR DESIGN COORDINATION**

Not included in the scope of services or program.

## **2.9 ADDITIONAL SERVICES INCLUDING SUBMISSIONS AND PRESENTATIONS**

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

## **2.10 PHOTOREALISTIC RENDERINGS**

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

**3. CONSULTANTS**

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

HAD Contracted Subconsultants and Services on behalf of the Client:

- Pre-construction and cost estimating, if any.

HAD Contracted Subconsultants and Services:

- Landscape architecture for planted softscape and hardscapes improvement areas.
- Structural engineering.
- Electrical & plumbing, engineering
- Civil engineering for trails, sidewalk pavement, grading, and storm water plans.

**4. SCHEDULE & COMPENSATION**

Basic Services will be provided in accordance with the following schedule durations and fees. The design fee and services represent **9.4%** of the **\$4,000,000.00**. This fee also includes Land Surveyor, Geotechnical Engineering, Specialty Consult Services as well as limited reimbursable expenses for submission printing.

***BASIC ARCHITECTURAL SERVICES***

ITEM:	PHASE:	DURATION:	FEE:	TYPE:
<b><u>DESIGN STAGE I</u></b>				
2.1	Concept Design Phase Services	See Schedule	\$39,500.00	10%
<b><u>DESIGN STAGE II</u></b>				
2.2	Schematic Design Phase Services	See Schedule	\$53,380.00	14%
2.3	Design Development Phase Services	See Schedule*	\$53,380.00	14%
2.4	Construction Documents Phase Services	See Schedule	\$125,680.00	33%
2.5	Permit / Bid Phase Services	See Schedule	N/A	N/A
2.6	Construction Administration Phase Services	See Schedule	\$75,300.00	20%
2.7	Interior Design Coordination Services	NA	N/A	N/A
<b>Total Fixed Fee Architectural Services</b>			<b>\$376,200.00</b>	

\* Design Development shall proceed once Land Survey and Geotechnical Report are received from owner.

***OPTIONAL ADDITIONAL SERVICES***

2.9	Additional Submission & Presentations	Included*		
2.10	Photorealistic Renderings		\$3,000	Each

# HINES ARCHITECTURE +DESIGN

## ***Method of Payment:***

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

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

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

## **5. ADDITIONAL SERVICES**

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

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

## **6. INCLUSIONS / EXCLUSIONS**

### Included Services:

1. Architecture
2. Landscape Design
3. Electrical Engineering
4. Civil Engineering
5. Structural Engineering

### Excluded Services:

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

## **7. REIMBURSABLE EXPENSES**

Except for reproductions related to presentations to client and permitting, all additional Reimbursable expenses are in addition to compensation for Basic and Additional Services and include all expenses incurred by HAD and consultants directly related to the Project. Expenses include the cost of telecommunications; messengers and couriers; physical models, presentation material, and similar supplies; large format and color printing; codes and reference standards purchased particularly for the project; professional photography; meeting catering, and other similar expenses; overtime meals and long-distance travel and accommodation. For reimbursable expenses, we propose to be reimbursed at cost plus 10% to cover the administrative overhead costs associated with processing these expenses.

7.1 Printed drawings required for Permit application / Issue for Construction three (3) Sets and resubmissions one (1) Set are included

7.2 Printed drawings required for Concept and Schematic Design presentations two (2) Sets each are included

**HINES  
ARCHITECTURE  
+DESIGN**

**8. TERMS AND CONDITIONS**

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

**9. CONFIDENTIALITY**

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

**10. OWNERSHIP OF WORK PRODUCT**

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

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

We appreciate this opportunity to be of service to your organization

Sincerely,



\_\_\_\_\_  
Daimian S. Hines AIA NOMA

PRINCIPAL

HINESAD LLC d/b/a HINES ARCHITECTURE + DESIGN

Attachments:

Exhibit A – LOCATION MAP

Exhibit B – PROJECT BRIEF AA MEMORIAL PARK

EXHIBIT C – DESIGN SCHEDULE

**ACCEPTED FOR FORT BEND COUNTY**






\_\_\_\_\_  
**NAME/ TITLE:**

**DATE:**

OAK HILL HISTORIC CEMETERY

NEWMAN CHAPEL HISTORIC CEMETERY

SITE: BATES ALLEN PARK

-  PICNIC AREAS
-  FISHING AREA
-  WALKING TRAIL
-  PARKING
-  LAKE

## **PROJECT BRIEF – FORT BEND COUNTY**

# **AFRICAN AMERICAN MEMORIAL PARK & LEARNING CENTER**

## **ABOUT THE PROJECT**

Fort Bend County Commissioner, Ken R. DeMerchant is working to build a Memorial Park and Learning Center honoring the African American experience, contribution, and sacrifice that has shaped and enriched the cultural, political, and economic landscape of Fort Bend County.

The project will commence in two phases. **Phase I** will focus on creating a Memorial Park & Trails. **Phase II** will focus on a Learning Center to recognize, educate, and celebrate African American contributions to Fort Bend County.

## **PROJECT OBJECTIVE**

Recognize and celebrate African Americans struggles, resilience, and contributions to Fort Bend County in all its beauty and truth.

### **Phase I: Memorial Park and Trails**

Create a passive park to honor our ancestors, invoke pride, and lift the spirits of family and visitors. Bates Allen Park includes two museums and historical cemeteries. We would like: (1) connective hiking trails from the memorial park to these historical sites and cemeteries. (2) a monument to symbolically represent and honor the collective Fort Bend County African American experience. (3) fencing and pavilions.

### **Phase II: Learning Center**

Expansion of the museum area on the grounds to create a holistic journey of the African American culture, heritage, and contributions to Fort Bend County for visitors near and far to enjoy. Need new building to house future exhibitions to create this collective narrative. Future exhibitions ideas include:

- **Early Settlers**
- **Freedmen's Towns**
- **Convict Lease System**

- **Pioneer Innovations**
- **Historical Sites & Cemetery Tours**

The Memorial Park and Learning Center will be located at the Fort Bend County Bates Allen Park located in Kendleton, Texas. This is a 236-acre community park, including wetland habitat, nature trails, fishing piers and home to the FBC Heritage Unlimited Museum, future home of the Black Cowboy Museum, and historical cemeteries dating back to the 1800s.

## **BUDGET**

The budget for this project is \$4 million derived from the 2020 Fort Bend County Parks Bond.

## **PROCUREMENT/CONTRACTING PROCESS**

1. Register as a County Vendor by contacting the Purchasing Agent  
Email: [Jaime.Kovar@fortbendcountytexas.gov](mailto:Jaime.Kovar@fortbendcountytexas.gov)
2. Email proposal/contract to [commpct4@fortbendcountytexas.gov](mailto:commpct4@fortbendcountytexas.gov)
3. Commissioner Office will place contract on the Commissioners Court Agenda for approval
4. Commissioners Office will create a Purchase Order and request funding

## **CONTACT**

Ken R. DeMerchant, Fort Bend County Commissioner

Email: [commpct4@fbctx.gov](mailto:commpct4@fbctx.gov)

Telephone: 281-243-4804

Shannon Goodie, Project Manager:

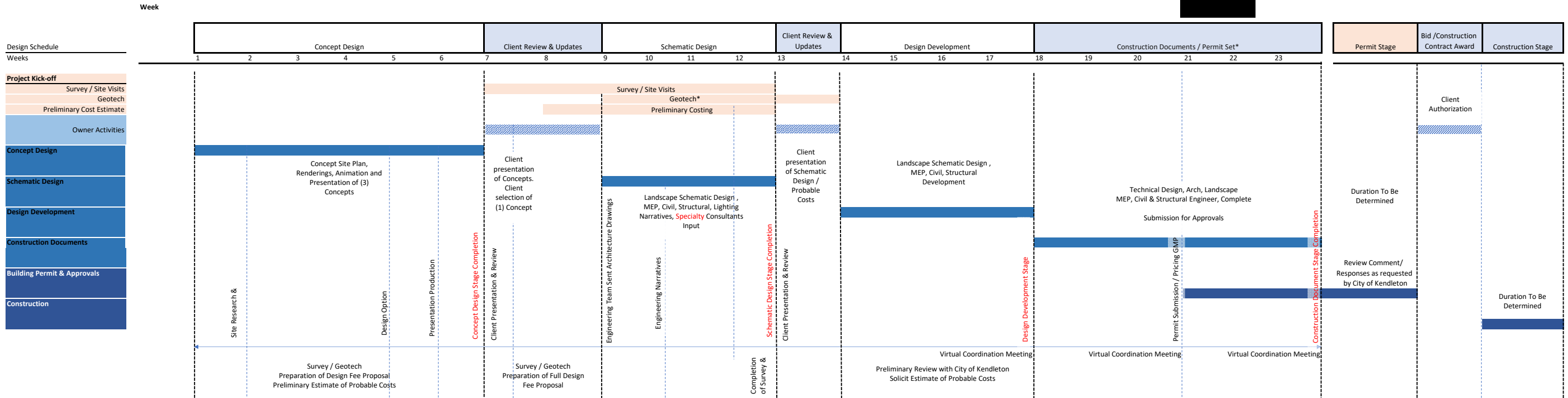
Email: [Shannon.Goodie@fbctx.gov](mailto:Shannon.Goodie@fbctx.gov)

Telephone: 832-612-4967

**FORT BEND MEMORIAL PARK PHASE 1**

6/15/2022 UPDATE

Services for full design production of Concept Design, Schematic Design (SD), Design Development (DD), Construction Documents (CD), and Permit Documents for building permit. Construction Administration (CA) additional scope & fee. This schedule is preliminary, contract negotiation and execution, holidays, land survey, Geotechnical report, client approvals, costing activities and authorities approvals may impact duration.



# 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**

Certificate Number:  
2022-933573

Date Filed:  
09/14/2022

Date Acknowledged:  
10/04/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
HINESAD LLC d/b/a Hines Architecture & Design  
Houston, TX United States

**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

**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.**  
22-Com4-101268  
HINESAD shall provide architecture and engineering consultancy services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HINES, DAIMIAN	HOUSTON, TX United States	X	

**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)