

STATE OF TEXAS §

COUNTY OF BRAZOS §

PROFESSIONAL SERVICES CONTRACT

This Contract, dated _____, 2016, is between the **City of Bryan**, a Texas home-rule municipal corporation, (City) and **Halff Associates, Inc.** (FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – RFQ #16-061, Exhibit B – FIRM’s Proposal to the City of Bryan, Exhibit C – Scope of Services, Exhibit D – Fee Summary, and Exhibit E - Timeline** which are incorporated herein by reference for all purposes, and which services may be more generally described as follows:

“Architectural / Engineering Services for Park Design of Edgewater Park”

2. Payment

In consideration of the FIRM’s provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A, Exhibit B, and Exhibit D**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed **\$93,600**. It is understood that this amount includes a not-to-exceed amount for reimbursable expenses, commensurate with the agreed upon quantity of printed drawing sets, in accordance with the fee schedule set forth in **Exhibit D**.

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A, Exhibit B, Exhibit C, and Exhibit E**.

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit E**.

4. Warranty, Indemnification, & Release

A. The FIRM warrants that the performance of all services under this Contract will be consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The FIRM shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

The FIRM agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the FIRM's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

FIRM must deliver to City a certificate(s) of insurance evidencing such policies are in full force and effect within ten (10) business days of notification of the City intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten (10) business days **may cause the contract to be rejected**. The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

A. **Workers' Compensation Insurance & Employers' Liability Insurance** - FIRM shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. FIRM shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees. This requirement may be waived with satisfactory evidence that the FIRM is a sole proprietor or partnership and has no employees.

B. **Commercial General Liability Insurance** - FIRM shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employee shall be listed as an additional insured.

C. **Business Automobile Liability Insurance** - FIRM shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. FIRM shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

D. **Professional Liability Insurance** - FIRM shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, FIRM agrees to maintain a retroactive date equivalent to the inception date of the contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two (2) years after the completion of this contract. FIRM will be responsible for furnishing certification of coverage for two (2) years following contract completion.

E. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. FIRM agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

F. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - FIRM may maintain reasonable and customary deductibles, subject to approval by the City. FIRM shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

G. **Subcontractors** - If the FIRM's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the FIRM, the Subcontractor(s) shall maintain insurance coverage equal to that required of the FIRM. It is the responsibility of the FIRM to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

H. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

I. **Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within ten (10) business days by the successful FIRM's insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City. Renewal certificates shall be sent a minimum of ten (10) business days prior to coverage expiration. Upon request, FIRM shall furnish the City with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

City of Bryan
Risk Management
PO Box 1000
Bryan, TX 77805
Emailed to: mquiroga@bryantx.gov

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of FIRM's obligation to maintain such insurance.

J. **Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – FIRM must provide minimum thirty (30) calendar days prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the FIRM shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.

K. **FIRM's Failure to Maintain Insurance** – If the FIRM fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to FIRM until coverage is reinstated or to terminate the Contract.

L. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Contract.

6. Termination

A. The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the FIRM's receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the FIRM five (5) calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may

withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan:
Attn: City Manager
P.O. Box 1000
Bryan, Texas 77805

The FIRM:
Half Associates, Inc.
14800 St. Mary's Lane, Suite 160
Houston, TX 77079-2943

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the City.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price; additional payment for such expenses will not be considered.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

8. Disclosure of Interested Parties

A. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a

contract entered into on or after January 1, 2016. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the City "at the time the business entity submits the signed contract" to the City.
3. The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .

9. Nepotism

A. By signing below, the FIRM certifies that neither the signatory, nor any co-owner of the FIRM, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

APPROVED FOR COUNCIL:

CITY OF BRYAN:

Kean Register, City Manager

Date: _____

Jason P. Bienski, Mayor

Date: _____

APPROVED AS TO FORM:

ATTEST:

Janis K. Hampton, City Attorney

Date: _____

Mary Lynne Stratta, City Secretary

Date: _____

FIRM:

By: _____

Tim Bargainer, Vice President

STATE OF TEXAS

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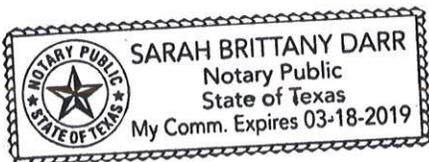
COUNTY OF Travis

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ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 26th day of October, 2016, by Tim Bargainer, Vice President, on behalf of Half Associates, Inc.



Notary Public in and for the State of Texas

(Handwritten signature)

EXHIBIT A
RFQ #16-061

EXHIBIT B
STATEMENT OF QUALIFICATION
HALFF ASSOCIATES, INC.

EXHIBIT C **SCOPE OF SERVICES**

PROJECT PROGRAMMING

Consultant shall meet with Staff to identify Project goals, list elements, establish a design and construction schedule, and define the construction budget and funding source. Services include:

1. Gather information and understand the City's preferences for:
 - a. Park furnishings
 - b. Play structures and age groups
 - c. Restroom sizes, maintenance, and manufacturer
 - d. Architectural styles, materials, colors
 - e. Park signage: internal and monumentation
2. Identify parking needs and requirements
3. Assess existing vegetation - health and vigor
4. Identify pavilion programming
5. Construction implementation and phasing if needed
6. Define maintenance and operations goals and budgets

PUBLIC MEETINGS

Consultant shall assist the Client in preparing for and conducting two (2) separate public meetings to receive citizen input. Consultant shall compile the results of each public meeting, evaluate the programming elements with the input received, and summarize the results for Client review, consideration, direction, and approval. Services include:

PUBLIC MEETING #1 AT PUBLIC MEETING ROOM

1. Make a public meeting presentation of the Project at a public meeting location
2. Summarize the public input and make a results presentation to Staff

PUBLIC MEETING #2 AT PARKS BOARD

1. Make a public meeting presentation of the Project at a Parks Board meeting
2. Summarize the public input and make a results presentation to Staff

DESIGN

Based on programming and public meeting input, the Consultant shall prepare design documents for bidding and construction. Client shall monitor the progress of design through a 50%, 75%, 90% and Final Documents submittal review. Services include:

PRELIMINARY (50%) DESIGN PHASE

SURVEY:

1. Conduct topographic survey of proposed property for design of site plan and associated improvements.
2. Conduct survey of proposed property to catalog all trees larger than 8" diameter.

GEOTECHNICAL:

1. Borings* - Total footage is planned to be 75 feet
 - a. One (1) boring to a depth of about 20 feet within the area of the proposed restroom facility;
 - b. Two (2) borings to depths of about 20 feet within the area of the proposed pre-fab park pavilion;
 - c. One (1) boring to a depth of about 15 feet within the area of the proposed parking lot.
2. Soil Sampling: Continuous to 10 feet then at 5 foot intervals, tube samplers in cohesive soils and split-barrel sampler in non-cohesive soils.
3. Groundwater: Water level observations during drilling and upon completion of drilling.

4. Borehole Backfilling: Boreholes will be backfilled with soil cuttings. Excess auger cuttings will be disposed of on the site.
 5. Sample Discarding Samples will be discarded 60 days after the report is issued.
 - * The boring locations and depths will be finalized after receiving an approved site plan.
 - ** Laboratory Testing: The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.
- Engineering Report: The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provide Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:
- a. Site and subgrade preparation;
 - b. Foundation design recommendations; and
 - c. Paving design recommendations.

LANDSCAPE ARCHITECT:

1. Prepare a preliminary site plan, including dimensional control to include:
 - a. Parking lot layout
 - b. Trail layout
 - c. Park amenities
 - d. Planting theme
 - e. Irrigated areas
2. Prepare a preliminary demolition plan, including existing vegetation removals if any
 - a. Identify site development opportunities: clearing, vegetation, topo, visibility
 - b. Identify site development constraints: vegetation, creek, utilities

CIVIL ENGINEER:

1. Prepare a preliminary engineering site plan
2. Prepare a preliminary grading and drainage plan
3. Prepare a preliminary utility plan (water, storm sewer, sanitary sewer)

MEP ENGINEER:

1. Utilizing the Swoboda Engineering plans dated February 2016, modify the electrical distribution plans to pavilion, restrooms, parking lot lights, and trail lights

STRUCTURAL ENGINEER:

1. Prepare preliminary structural footing design of pavilion posts, light poles.
2. Manufacturer will provide engineering shop drawings for only the structure above ground, and will provide structural design parameters to engineer

HYDRAULIC AND HYDROLOGY ENGINEERING:

1. Field visit to look at the channel and surrounding site
2. Development of HEC-RAS model for approximately 1000 LF of intermittent stream along the southern property line
3. Evaluation of stream stability parameters including bankfull depth, velocities, shear stresses
4. Identification of potential improvement alternatives

50% SUBMITTAL DELIVERABLES WILL INCLUDE:

1. Survey information and plans
2. Preliminary design plans
3. Compile an anticipated list of specifications
4. Prepare an Opinion of Probable Construction Costs for the Project (OPCC)
5. Attend one (1) meeting with City two weeks after presenting 50% design and OPCC. Provide meeting minutes within two days of meeting

75% DESIGN PHASE

Refine all plans and design disciplines to include plans:

1. Site plan
2. Planting design
3. Irrigation
4. Demolition plan, including existing vegetation removals if any
5. Preliminary engineering site plan
6. Preliminary grading and drainage plan
7. Preliminary utility plan (water, storm sewer, sanitary sewer)
8. Electrical distribution to pavilion, restrooms, parking lot lights, and trail lights
9. Structural footing design of pavilion posts, light poles,
10. Evaluate the existing drainage patterns, loss parameters, and existing conditions discharges for required rainfall events
11. Refine proposed drainage patterns, loss parameters, and existing conditions discharges for required rainfall events
12. Comparison of pre- vs post-development discharges; Determination of detention needs and size (if needed)
13. Project manual
14. Opinion of Probable Construction Costs for the Project (OPCC)
15. Attend one (1) meeting with City two weeks after presenting 75% design and OPCC. Provide meeting minutes within two days of meeting.

75% SUBMITTAL DELIVERABLES WILL INCLUDE:

1. Survey: AutoCAD file
2. Geotech: Provide one preliminary hard copy of geotech report and one electronic copy. Provide two final hard copies and one electronic
3. Hydraulic: Provide one preliminary electronic copy of findings and recommendations
4. Plans: Provide 15 hard copies for SDRC limited review (22" x 34" or 24" x 36") and one electronic copy, one AutoCAD produced PDF electronic copy.
5. Specifications: Provide one electronic copy of anticipated technical specifications to complement the standard City of Bryan specifications.
6. OPCC: Provide one electronic copy

90% DESIGN PHASE

Finalize all plans and design disciplines to include plans:

1. Dimensional control
2. Planting
3. Irrigation
4. Demolition plan, including existing vegetation removals if any
5. Engineering site plan
6. Grading and drainage plan
7. Utility plan (water, storm sewer, sanitary sewer)
8. Storm Water Pollution Prevention Plan
9. Traffic Control
10. Electrical distribution
11. Structural
12. Drainage patterns
13. Detention (if needed)
14. Project manual
15. Opinion of Probable Construction Costs for the Project (OPCC)

16. Attend one (1) meeting with City two weeks after presenting 90% design and OPCC. Provide meeting minutes within two days of meeting.
17. Make a presentation at a City Council Workshop

90% SUBMITTAL DELIVERABLES WILL INCLUDE:

1. Hydraulic: Provide one preliminary electronic copy of findings and recommendations.
2. Plans: Provide three hard copies of plans and one electronic copy, CAD produced pdf.
3. Project Manual: Provide one electronic copy (pdf) of project manual using the City of Bryan template.
4. Bid Proposal: Project Manual to include bid proposal (Client shall provide an Excel template for use). Bid items and quantities will be provided by Consultant.
5. OPCC: Provide 1 electronic copy (pdf)

FINAL (100%) DESIGN PHASE

1. Finalize all drawings, specifications, and OPCC based on final comments from Client.
2. Package bid documents and project manual for bidding

FINAL PLANS AND SPECIFICATIONS DELIVERABLES WILL INCLUDE:

1. Hydraulic: Provide one final electronic copy of findings and recommendations.
2. Plans: Provide three hard copies of plans and one electronic copy, CAD produced pdf.
3. Project Manual: Provide one electronic copy using the COB template.
4. Bid Proposal: Project Manual including bid proposal
5. OPCC: Provide one electronic copy.

BIDDING, CONTRACT NEGOTIATIONS, AND CONSTRUCTION ADMINISTRATION

1. Provide one electronic copy of bid documents in PDF format of the signed and sealed Plans, Project Manual and OPCC
2. Attend Pre-Bid conference
3. Respond to Bidder questions and issue addendum(s)
4. Assist City with Construction Agreement negotiations
5. Addend Pre-Construction meeting
6. Respond to Contractor RFI
7. Site visits - civil (2 visits allowed)
8. Site visits - MEP (1 visits allowed)
9. Site visits - Landscape Architect (2 visits allowed)
10. Items to be included in the construction phase would be to participate in monthly progress meetings, provide written reports on site visits and prepare sketches or revised plans to resolve problems due to actual field conditions encountered.

DELIVERABLES WILL INCLUDE:

1. Conformed Construction Plans: Provide 1 electronic copy of signed and sealed conformed construction plans.
2. Provide 6 hard copies of signed and sealed conformed plans at the Pre-Construction meeting.

POST-CONSTRUCTION

1. Prepare Record Drawings as required by the City (certified by the Design Engineer and Contractor), based on Contractor as-built plans.

POST CONSTRUCTION DELIVERABLES WILL INCLUDE:

1. Provide Record Drawings as one electronic copy in PDF format
2. Provide final Project CAD file

SERVICES NOT INCLUDED

1. Right-of-entry for access to any private or public areas outside the right-of-way;
2. Platting, preparing easements or right-of-way parcel preparation and acquisition;
3. Subsurface utility engineering (SUE) investigation;
4. Research of "as-built" drawings;
5. Water sampling and analysis;
6. Testing of building materials;
7. Storm water sampling and analysis;
8. Underground storage tank testing and remediation;
9. Wetland assessments;
10. Researching title records for environmental liens or activity and use limitations;
11. Federal and state regulatory agency file review;
12. Site clean-up and remediation; and
13. Evaluation of permitting requirements;
14. Title research generally performed by the title company;
15. Architectural services of any kind, unless indicated in the Scope of Services
16. Traffic engineering report or studies;
17. Quality control and material testing services during construction;
18. Fire protection, gas, telephone, cable for pavilion or restrooms;
19. Preparation of easements or dedication exhibits except as specifically identified in this proposal;
20. Filing fees and permit fees;
21. Environmental impact statements and assessments, except as specifically identified in this proposal;
22. Construction staking;
23. Construction administration, except as specifically identified in this proposal;
24. Floodplain studies or reclamation plans;
25. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure;
26. Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance;
27. This proposal includes the design of on-site facilities only and any necessary project-related adjustments to existing facilities. Design of any off-site utility or drainage facility extensions which may be required to serve the property is not included, except as specifically identified in this scope of services;
28. Design and Surveying services for the Construction Contractor (if a revision to the plans is required due to designer error or omission, the City will expect the Designer to provide the revision at no additional cost);
29. Providing professional services for the field selection of plant materials;
30. Archeological studies by a professional archeologist.

EXHIBIT D
FEE SUMMARY & ESTIMATED MONTHLY FEE SCHEDULE

TASK	FEE
Project Programming	\$1,500
Public Meetings	\$3,500
Design	\$74,000
Bidding, Contract Negotiations, and Construction Administration	\$7,000
Post-Construction	\$4,000
TOTAL FEES *	\$90,000
Reimbursable Costs (allowance)	\$3,600
TOTAL	\$93,600

*Fees based on a scope of services for a Project with a preliminary construction budget of \$900,000

The estimated fees shall be considered lump sum fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior written approval from the Client.

The estimated fee for Reimbursable Expenses includes mileage, printing, plotting and reproduction, postage, messenger service, equipment, City review fees, TDLR submittal and review fees, long distance telephone calls and travel outside of the Greater Houston Area. These items will be billed separately at 1.10 times the direct cost incurred. Permit fees are not included in the listed fees. The Scope of Services should not require the HAI to submit drawings to the Texas Department of Licensing and Regulation for accessibility review required under the Architectural Barriers Texas Accessibility Standards.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

