

## **AGREEMENT FOR ARCHITECTURAL SERVICES**

### **NORTH EAST HIKE AND BIKE TRAIL**

This Agreement is made and entered into in Deer Park, Harris County, Texas on the 5<sup>th</sup> day of February, 2019; by and between

**The City of Deer Park**, a Municipal Corporation in the State of Texas

And

**RVi Planning + Landscape Architecture**, ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains RVi Planning + Landscape Architecture to perform ARCHITECTURAL services related to the design and construction of the North East Hike and Bike Trail in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

#### **ARTICLE 1. SCOPE OF WORK**

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Attachment A of this Agreement. The Services Scope of Work (the “Work”) and the time schedules set forth in Attachment A are based on information provided by DEER PARK and ARCHITECT. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ARCHITECT to change the original Scope of Work shown in Attachment A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

## **ARTICLE 2. COMPENSATION**

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Attachment B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$70,500. ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

## **ARTICLE 3. DEER PARK’S RESPONSIBILITIES**

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK’S behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ARCHITECT to have access to any site or property.

## **ARTICLE 4. PERFORMANCE OF SERVICE**

- 4.1 ARCHITECT’S services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ARCHITECT’S services are to be performed is exceeded for reasons outside of ARCHITECT’S reasonable control, all rates,

measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

## **ARTICLE 5. CONFIDENTIALITY**

- 5.1 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

## **ARTICLE 6. STANDARD OF CARE & WARRANTY**

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

## **ARTICLE 7. INSURANCE**

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
  - (2) Employer's liability insurance in the amount of \$1,000,000.
  - (3) Automobile liability in the amount of \$1,000,000.

- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

## **ARTICLE 8. INDEMNITY**

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LAWSUITS, JUDGEMENTS, FINES, PENALTIES, OR LIABILITY INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM IS CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LIABILITY.

8.2 ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

## **ARTICLE 9. OWNERSHIP OF DOCUMENTS**

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ARCHITECT pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ARCHITECT's reserved rights.

- 9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

#### **ARTICLE 10. INDEPENDENT CONTRACTOR**

- 10.1 The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

#### **ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

- 11.1 The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

#### **ARTICLE 12. SAFETY**

- 12.1 DEER PARK shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ARCHITECT may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

#### **ARTICLE 13. LITIGATION**

- 13.1 At the request of DEER PARK, ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ARCHITECT are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

#### **ARTICLE 14. NOTICE**

- 14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

#### **ARTICLE 15. TERMINATION**

- 15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

#### **ARTICLE 16. SEVERABILITY**

- 16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

#### **ARTICLE 17. WAIVER**

- 17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

#### **ARTICLE 18. GOVERNING LAW**

- 18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

#### **ARTICLE 19. CAPTIONS**

19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

**ARTICLE 20. ENTIRE AGREEMENT**

20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ARCHITECT and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

**RVi Planning + Landscape Architecture**

**The City of Deer Park**

By: 

By: \_\_\_\_\_

Name: Chris Patterson

Name: \_\_\_\_\_

Title: Senior Vice President

Title: \_\_\_\_\_

Date: February 5, 2019

Date: \_\_\_\_\_



## ATTACHMENT "A"

### SCOPE OF WORK

#### PROJECT PARAMETERS AND SCOPE OF WORK

1. Project Understanding: Assist the Client with the development of a hike and bike trail along the E. 13th Channel in order to connect existing neighborhoods and parks. The project will be designed, permitted and constructed as a single phase. Limit of Work can be found on the attached Exhibit A.
2. The trail is proposed to travel through a series of properties owned by the City of Deer Park that span from Park Green Park south to Running Brook Park. The trail will connect four neighborhood parks including Park Green Park, Wynfield Park, Tiffany Manor Park, and Running Brook Park. The trail will extend into Wynfield Park and Running Brook Park. There is existing irrigation in Wynfield Park.
3. The City was awarded a \$200,000 Recreational Trails Grant from the Texas Parks & Wildlife Department (TPWD) and has \$170,000 in additional funding from the Deer Park Parks, Recreation and Open Space Master Plan funding to help fund the construction of the hike and bike trail. The total budget is approximately \$370,000.
4. The Project must adhere to TPWD Recreational Trails Program Grant guidelines.
5. The Consultant will hire the services of the following sub-consultants in the performance of this agreement:
  - a. Licensed surveyor
  - b. Environmental consultantFees for these sub-consultants are included as part of Consultants fees.
6. The agreement is further contingent upon the following assumptions:
  - a. Public meetings are not included in the scope of services in this agreement;
  - b. The Client will be responsible for all TPWD grant requirements including but not limited to all submittals and reports;
  - c. It is assumed that subdivision platting is not required.
7. The known relevant governmental authorities ("RGA's") having jurisdiction over the Project are: City of Deer Park and Texas Parks and Wildlife Department.

#### BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

#### PRE-DESIGN PHASE SERVICES

1. Topographical Survey services including elevations obtained on approximate 100-foot cross-sections along East X Street and the E. 13<sup>th</sup> Street Channel and approximate 50-foot by 50-foot grid, or as needed, to accurately reflect the current conditions within the park areas. Visible improvements, trees, and above ground evidence of utilities will also be located with appropriate elevations tied to a benchmark. Consultant will research the county clerk's records for the subdivision plats and deeds to establish right-of-way lines and park boundaries. Property corners will be recovered and shown on the survey where found. Property lines and easements will be shown per subdivision plats and deed information, where appropriate.
2. Wetland Delineation and Report services to investigate the project area for the presence, or absence, of areas possessing the three mandatory wetland parameters and delineate the boundaries of those areas. Consultant will additionally identify non-wetland waterbodies (i.e. rivers, streams, channels, ponds) by the presence of an ordinary high water mark (OHWM). Should the property require provisions for permit development, the Consultant will submit an additional scope and cost.
3. Protected Species Survey and Report services includes identification of all federally protected species that could be present on the property and determine their probability of occurrence. Consultant will obtain species lists from the USFWS and TPWD. Using aerial photography, Consultant will conduct a desktop evaluation of potential habitat within the project area for each listed species. Additionally, Consultant will request previous occurrence

documentation from TPWD's Texas Natural Diversity Database for the project area and general vicinity. Consultant will provide the results of the protected species review in a Threatened and Endangered Species Report. Please note that the Threatened and Endangered Species Report does not constitute a biological assessment (BA), which is required if potential adverse effects on a threatened or endangered species or formal consultations are required with the USFWS. However, should consultation with USFWS or a BA be necessary, Consultant will submit an additional scope and cost estimate at that time.

4. Cultural Resources Constraints Analysis Report services include a thorough background archaeological literature and records search of the project area and determine management recommendations to satisfy all applicable Federal or State cultural resource laws. For this research, the Consultant will search site files, records, and map files available on the Texas Historic Sites Atlas (TASA), a restricted on-line database maintained by the Texas Historical Commission (THC), that includes information on the nature and location of previously recorded archaeological sites, locations of National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and other historic properties located in or near the project areas. Consultant will provide a report of the findings detailing the analysis that can be submitted to the USACE Galveston District and THC to aid in establishing the required level of effort for archaeological compliance on the property. If additional in-depth surveys are required, Consultant will provide a revised scope and cost for such services.

#### **DELIVERABLES**

Topographical survey of project area in PDF format

Wetland delineation and report of project area in PDF format

Protected species survey and report of project area in PDF format

Cultural resources constraint analysis report of project area in PDF format

#### **SCHEMATIC DESIGN SERVICES**

1. Based on the project parameters provided and direction of the Client, Consultant will prepare schematic design studies for the landscape components, as described below.
  - a. The schematic design may include initial plan, section and elevation drawings, illustrating the general scope, scale and relationship of the landscape architectural components.
  - b. The following site and landscape improvements will be considered in the Schematic Design:
    - Preservation of existing trees, drainage ways and other features to be left undisturbed
    - Grading and drainage
    - Special paving materials for pedestrians
    - Pedestrian circulation
    - Trailheads
    - Furnishings selection
2. Prepare an opinion of probable cost for the construction based on the approved schematic landscape design and other selections made by Client.
3. Review Schematic Design Drawings and opinion of probable construction cost with the Client for approval and authorization to proceed. Design presentations and iterations are limited to one (1). Meetings or presentations beyond those described will be billed as an additional service.

#### **DELIVERABLES**

Schematic landscape package in 24x36 PDF and digital format

#### **ILLUSTRATIVE RENDERINGS**

1. Based on the schematic design approved by the Client, Consultant will prepare two (2) computer generated renderings of the project site in plan view.

#### **DELIVERABLES**

Computer generated plan view rendering in PDF format

#### **CONSTRUCTION DOCUMENT SERVICES**

1. Based on the Client approved schematic design drawings, prepare construction documents for the landscape components which shall include:
  - a. Typical detail drawings, that set forth in the requirements for construction of the landscape components, including depiction of their size, shape, dimensions, and locations; and

- b. Specifications that identify the materials, equipment, workmanship and quality standards (or performance criteria), for landscape components.
2. Prepare an opinion of probable cost based on the Construction Documents.
3. Review the construction documents and opinion of probable cost with the Client for their approval and authorization to proceed.

#### **DELIVERABLES**

Construction Documents in 24x36 format and PDF format (example: list number, size, scale and type if available)

Landscape Specifications in CSI Masterspec Format

#### **REGULATORY SERVICES**

1. The following required permits are in effect on the date of this Agreement:
  - a. City of Deer Park construction permit
2. Upon approval and authorization to proceed, prepare documents reasonably required for review by RGAs to comply with permitting requirements.
3. As requested by Client, participate in the permitting process including:
  - a. Evaluate and respond to RGA review and comments; and
  - b. Review with the Client, modifications requested by RGAs, and at Client's direction, modify the documents accordingly for re-submission.

#### **BIDDING**

1. If requested, the Consultant, following the Client's approval of the Construction Documents, will assist the Client in obtaining bids and in awarding contracts for construction for the Project.
2. The services that may be provided in this phase include:
  - a. Provide bid advertisement for publication;
  - b. Attending pre-bid conference;
  - c. Assisting the Client in qualifying bidders;
  - d. Issuing bidding documents;
  - e. Preparing addenda to the Construction Documents;
  - f. Attending bid opening;
  - g. Evaluating bids;
  - h. Assistance in preparing a Construction Contract Agreement between Client and contractor; and
  - i. Distributing required sets of Contract Documents.

#### **CONSTRUCTION OBSERVATION PHASE SERVICES**

1. Consultant shall, as part of the Basic Services, visit the site at Client's request to observe particular portions of the landscape work identified by the Client and to answer questions from the Client as to whether those identified portions are, in general being performed in accordance with the Construction Documents. Consultant may also visit the site periodically to determine whether the completed construction portions of the landscape work is in general conformance with the aesthetic intent of the Construction Documents. The Consultant will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. The total number of all such Client-requested, and periodic, visits included in the Basic Services is five (5).
2. Perform the following services as they relate to landscape components:
  - a. Attend pre-construction conference (1 visit);
  - b. Respond to Requests for Information;
  - c. Review and process shop drawings, product data and samples (submittals). Individual submittal reviews are limited to two (2) per submittal;
  - d. Assist Client in preparing work descriptions for Change Orders;
  - e. Assist Client in reviewing applications for payment from contractor;

- f. Assist Client in preparing progress memoranda; and
  - g. Assist Client in conducting a substantial completion observation of the landscape components and prepare a punchlist (1visit).
3. Assist Client in conducting a final observation of the Project to determine, in general, whether the landscape items contained on the punchlist have been completed or corrected and are in general conformance with the aesthetic intent of the Landscape Construction Documents.
  4. The Construction Observation Phase will terminate upon final acceptance of the project by city council.

#### **ADDITIONAL SERVICES**

All services requested by the Client that are not listed in Article 2 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Attachment B of this Agreement.

Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 2 of this Agreement;
2. Should the property require provisions for permit development due to the wetland delineation and report, the Consultant will submit an additional scope and cost;
3. Protected Species Survey and Report does not constitute a biological assessment (BA), which is required if potential adverse effects on a threatened or endangered species or formal consultations are required with the USFWS. Should consultation with USFWS or a BA be necessary, Consultant will submit an additional scope and cost estimate at that time;
4. If additional in-depth cultural resource surveys are required, Consultant will provide a revised scope and cost for such services;
5. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;
6. Public or other presentations beyond those described in Basic Services;
7. Preparation of presentation materials for marketing or purposes other than in-progress approvals; construction of presentation models; or preparation of finish quality renderings for the Project;
8. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
9. LEED or Sustainable SITES application, research, documentation, and certification services;
10. Services related to ADA/accessibility/compliance issues for existing site improvements which may be triggered by the design services for new improvements contemplated by this Agreement;
11. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;
12. Providing work in connection with the services of a construction manager retained by the Client;
13. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the Consultant; providing such change orders are required by causes not solely within the control of the Consultant;
14. Providing services made necessary by the default of the contractor, or by major defects or deficiencies in the work of the contractor; and
15. Preparation of as-built drawings.

#### **INFORMATION TO BE PROVIDED BY CLIENT**

Client shall provide, in a timely manner, all criteria and full information regarding Client's requirements for, and limitations on, the Project, including without limitation:

1. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;

2. Financial/economic information setting forth the budget limitations for the Project including but not limited to the Texas Parks and Wildlife Department grant and City bond funding;
3. Texas Parks and Wildlife Department grant documents; and
4. Designate a representative to serve as the point of contact for the project.

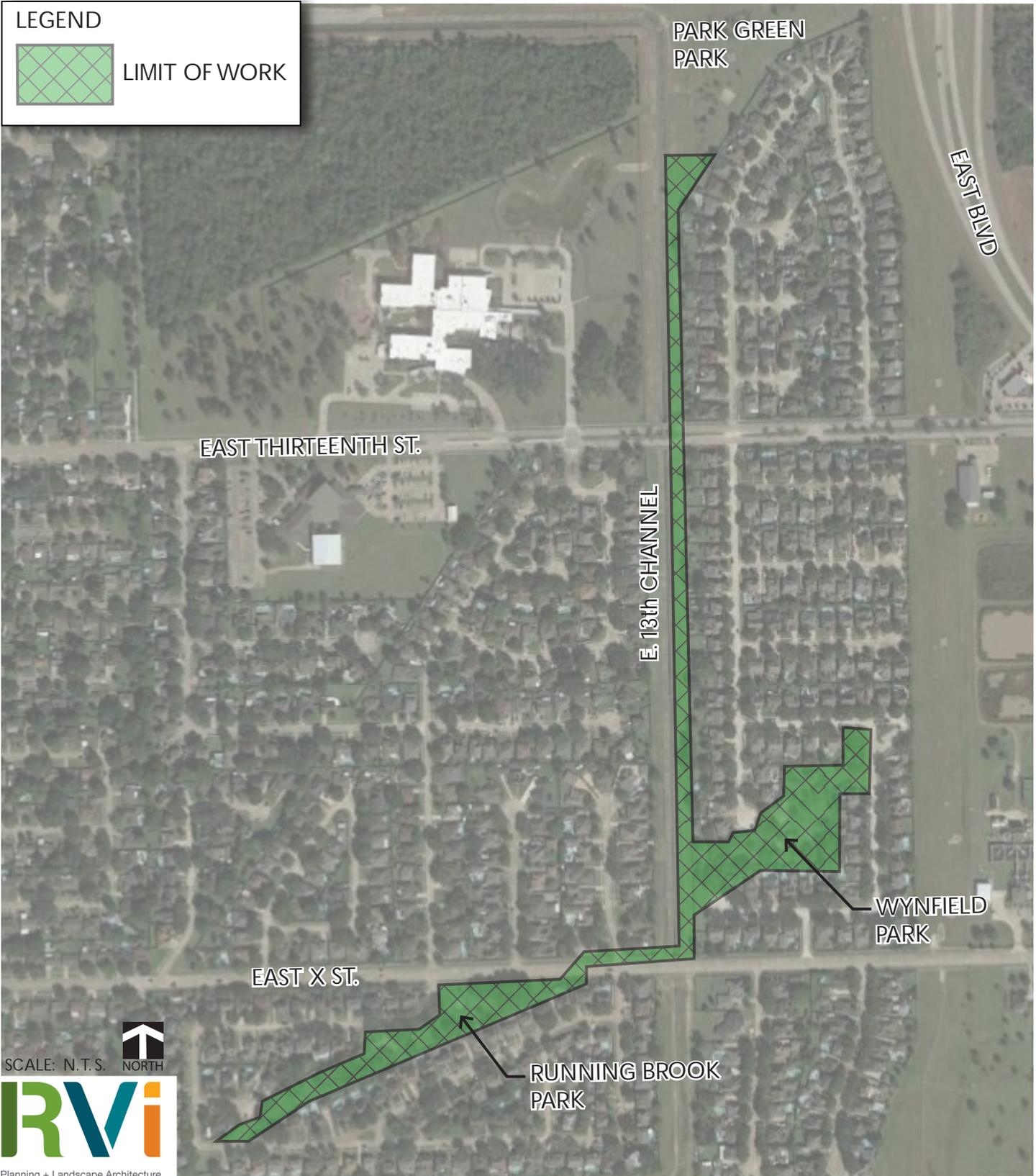
#### **DESIGN COMPLETION**

Consultant will commence design services upon receipt of an executed agreement from the City. Completion of services shall generally be as follows:

1. Predesign phase services shall be developed within five (5) weeks of commencement.
2. Schematic design services and opinion of probable cost for the construction shall be developed within three (3) weeks of completed topographic survey.
3. Upon completion, Consultant will meet with the City's Designated Official(s) in a timely manner to review the schematic plan and opinion of probable construction cost and solicit feedback. Design presentations and iterations shall be limited to one (1).
4. Based on the City's comments and feedback, Consultant will prepare a final schematic landscape plan. The final schematic landscape plan will be completed within two (2) weeks of receipt of comments and/or direction from the City's Designated Official(s).
5. Based on the final schematic design, Consultant will prepare two (2) illustrative plan renderings. The illustrative renderings will be completed within two (2) weeks of a final schematic plan approval from the City's Designated Official(s).
6. Construction documents and opinion of probable cost for the construction shall be developed within six (6) weeks of a final schematic plan approval from the City's Designated Official(s).
7. At 50% and 100% completion of construction documents, Consultant will meet with the City's Designated Official(s) in a timely manner to review the construction plans and opinion of probable construction cost and solicit feedback. Meetings shall be limited to two (2).
8. Based on the City's comments and feedback, Consultant will prepare final construction documents of the landscape plan. The final construction documents will be completed within two (2) weeks of receipt of comments and/or direction from the City's Designated Official(s).
9. Upon approval of 100% construction documents from the City's Designated Official(s), Consultant will submit drawings to the RGA for review and approval.
10. Upon receipt of plan approval from RGA, Consultant will assist the Client in obtaining bids and in awarding contracts for construction. Bidding process shall be complete within five (5) weeks of plan approval by RGA.
11. Construction observation phase services shall commence upon executed contract between Owner (Client) and Contractor. The Construction Observation Phase will terminate upon final acceptance of the project by city council.

EXHIBIT "A"

# DEER PARK NORTH EAST HIKE & BIKE TRAIL LIMIT OF WORK EXHIBIT





## ATTACHMENT “B” COMPENSATION

### BASIC SERVICES

The Client shall compensate the Consultant as follows:

Consultant’s compensation shall include the lump sum of \$66,105 dollars for Basic Services (the “Basic Fee”), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 5.5, plus reimbursable expenses as set forth in Section 5.6. Consultant’s total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

<b>Pre-design Services</b>	<b>\$ 27,500</b>
<b>Schematic Design Phase Services</b>	<b>\$ 11,000</b>
<b>Illustrative Renderings</b>	<b>\$ 3,500</b>
<b>Construction Document Phase Services</b>	<b>\$ 14,500</b>
<b>Regulatory Services</b>	<b>\$ 3,000</b>
<b>Bidding Phase Services</b>	<b>\$ 3,000</b>
<b>Construction Observation Phase Services</b>	<b>\$ 8,000</b>
<b>Total for Basic Services</b>	<b>\$ 70,500</b>

### ADDITIONAL SERVICES

The Client shall pay the Consultant for authorized Additional Services performed, including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement.

### INVOICING AND PAYMENT

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable thirty (30) days following the date of the invoice, at the office of **RVi, 19 Briar Hollow Lane, Suite 145, Houston, Texas, 77027**. Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant’s failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney’s fees and expenses incurred by RVi in connection with the collection of overdue accounts of Client.*

The Client’s billing contact information is outlined in the attached exhibit “Client’s Billing Contacts”

### HOURLY RATES

The following hourly rates shall apply to the fees described herein and any additional services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$175.00 - \$250.00
Project Director	\$125.00 - \$200.00
Project Manager	\$100.00 - \$175.00
Landscape Architect, Planner, Designer Production	\$80.00 - \$150.00
Technical, Administrative	\$70.00 - \$100.00

### REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; fees paid for securing approval of authorities having jurisdiction over the project; expense of any additional insurance coverage or limits including professional liability insurance requested by the Client in excess of that normally carried by the Consultant and the Consultant’s sub-consultants and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.