
PROFESSIONAL SERVICES AGREEMENT

(Professional Landscape Architecture and Engineering Services)

1. PARTIES

- 1.1 Parties. The Parties to this Professional Services Agreement (“Agreement”) are **Clark Condon Associates, Inc.** (“Landscape Architect”), and **Harris County** (“County”), on behalf of its Harris County Engineering Department (“HCED”). County and Landscape Architect each may also be referred to individually herein as a “Party,” or collectively as the “Parties.”

2. PURPOSE

- 2.1 Project Description. County intends to develop Challenger 7 Park and Boardwalk Renovation in Harris County Precinct 1 (“Project”). This Project is also identified as UPIN 20101MF1F101.
- 2.2 Summary of Scope of Work. In addition to any applicable attachments to this Agreement describing the Scope of Work, County desires that Landscape Architect provide Professional Landscape Architecture Services in the study phase, design phase and bidding phase of the Project, as further described in Exhibit A attached.
- 2.3 Landscape Architecture and Professional Engineering Services. The professional services to be performed under this Agreement are within the scope of professional landscape architecture and engineering, as defined by state law, and will be provided in connection with the professional employment or practice of a person who is licensed or registered as a professional landscape architect and engineer, for the respective professional services. The professional engineering services shall be performed in accordance with Tex. Occ. Code Ann. §§ 1001.001, et. seq, as amended; and the professional landscape architecture services will be performed in accordance with Tex. Occ. Code Ann. §§ 1051.001, et. seq, as amended.
- 2.4 Professional Services Procurement Act. The work to be performed under this Agreement cannot be purchased on the basis of competitive bids since it is encompassed within Texas Government Code §2254.002(2).

3. ARCHITECT’S REPRESENTATIONS

- 3.1 Applicable Expertise. Landscape Architect and the person executing this Agreement on behalf of Landscape Architect certify and represent that Landscape Architect (including Landscape Architect’s agents, employees, volunteers, and subcontractors, as applicable) possesses the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement without significant disruption of those deliverables.
- 3.2 Permits and Licensing. Landscape Architect represents that Landscape Architect (including Landscape Architect’s agents, employees, volunteers, and subcontractors, as applicable) possesses all special certifications, licenses, inspections and permits required by law to carry out the Scope of Work contemplated in this Agreement. Landscape Architect’s agents, employees, volunteers, and subcontractors, as applicable, shall maintain appropriate accreditation and licensing, as required, through the State of Texas or other applicable licensing entities. Prior to the performance of any services under this Agreement, Landscape Architect shall, upon written (including electronic) request, provide proof of valid licensure to HCED (including a listing of all licenses and expiration dates).
- 3.3 Authorized to Conduct Business. Landscape Architect represents that Landscape Architect is authorized to conduct the business and carry out the Scope of Work contemplated in this Agreement. Prior to starting performance under this Agreement, Landscape Architect shall, upon written (including electronic) request, provide proof to HCED of the authority to do business in this state or at the location specified in this Agreement.

- 3.4 Ability to Perform. HCED will award contracts only to the most highly qualified available responsible provider/contractor possessing the ability to perform successfully under the terms, conditions, and budget of a proposed procurement. Consideration will be given to such matters as provider integrity, compliance with public policy, record of past performance, and financial and technical resources. Landscape Architect represents that Landscape Architect has the administrative, managerial, and financial capability to ensure proper planning, management and completion of the Scope of Work described in this Agreement and further has the administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.
- 3.5 Conflict of Interest Certification. Pursuant to Chapter 176 of the Texas Local Government Code, Landscape Architect certifies that Landscape Architect has completed any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us). If this certification is materially incomplete or inaccurate, Landscape Architect acknowledges that County shall have the right to terminate this Agreement without prior notice.
- 3.6 Certificate of Interested Parties Form 1295. Landscape Architect certifies that it has accurately completed and submitted a notarized Certificate of Interested Parties Form 1295 ("Form 1295") in accordance with Texas Government Code §2252.908 and the rules adopted thereunder. Landscape Architect acknowledges that it is responsible for making any and all necessary updates and/or corrections to the applicable Form 1295 during the term of this Agreement. Landscape Architect must either (1) mail the completed Form 1295 to the Harris County Engineering Department at 1001 Preston, 7th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit the form by email to HCEDAdminSvcs@hcpid.org.
- 3.7 Disbursements to Persons with Outstanding Debt Prohibited. Landscape Architect certifies, by execution of this Agreement, that neither Landscape Architect nor any of Landscape Architect's principals owe any debts as defined in Local Government Code Section 154.045 (including delinquent property taxes). Landscape Architect understands that certain disbursements are prohibited and that County may apply any funds due to Landscape Architect under this Agreement to any outstanding balance of certain debts pursuant to Section 154.045. If this certification is inaccurate, County may also terminate this Agreement. In addition, Landscape Architect hereby assigns any payments under this Agreement to the Harris County Tax Assessor-Collector for the payment of any current or future delinquent taxes.
- 3.8 Internet Access. Landscape Architect shall maintain appropriate internet access, which will enable Landscape Architect to access any secure online invoicing, reporting, or other web-based system designed for more efficient communication with HCED. As requested, Landscape Architect shall submit required reports, invoices and related documents through an applicable secure internet site in a manner required to protect any confidential information submitted. Landscape Architect shall review all instruction materials and/or attend all HCED provided training that is necessary for Landscape Architect to properly utilize applicable web-based information systems.

4. SPECIFIC SCOPE OF WORK/SERVICES AND/OR DELIVERABLES

- 4.1 Specific work, products, services, licenses and/or deliverables. Landscape Architect shall provide the work, products, services, licenses and/or deliverables required to be provided by Landscape Architect and as set out in this Agreement and in Attachment A and all other referenced attachments incorporated in this Agreement (altogether referred to as the Scope of Work). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached Landscape Architect proposal or correspondence. Landscape Architect shall submit any and all project-related documents and invoices through the cloud-based project management software utilized by HCED for planning and management of all projects using real-time project data.
- 4.2 Written Authorization. From time to time during the course of this Agreement, HCED may deliver to Landscape Architect written (including electronic) authorization (sometimes referred to as a notice-to-proceed, task-order, work-order or job-order) for providing certain work, products, services, licenses and/or deliverables contemplated in this Agreement, which Landscape Architect shall then perform in accordance

with this Agreement. Landscape Architect shall not begin or proceed to the next design phase of the Scope of Work until Landscape Architect receives from HCED a written (including electronic) authorization to proceed. County shall have no obligation to pay for and Landscape Architect shall have no obligation to provide any work, services, products, or deliverables not rendered in accordance with a prior written authorization as described by this Section. Landscape Architect shall complete the services called for by the calendar days and by the deadlines specified in this Agreement, including exhibits and written authorizations.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

- 5.1 Cooperation with Other Service Providers. County may engage the services of other service providers for work related to the work, products, services, licenses and/or deliverables in this Agreement. Landscape Architect shall reasonably cooperate with such other service providers and will not commit or permit any act that may interfere with the performance of work by any other service provider.
- 5.2 Non-Assignability. Unless otherwise authorized in this Agreement, neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other party, except that the express written permission of HCED shall be considered the permission of County. Such written permission will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. However, with notice to HCED, Landscape Architect may assign this Agreement to any affiliate of Landscape Architect that controls, is controlled by, has resulted from a merger with, or is under common control with, Landscape Architect if the assignee is at least as capable and qualified to provide the deliverables contemplated in this Agreement. This provision is not intended to restrict any assignment that is required by Section 9.406 of the Texas Business and Commerce Code.
- 5.3 Independent Contractor/Parties. County expects Landscape Architect to meet the high standards set forth in this Agreement and looks to Landscape Architect for results only. Unless otherwise required by law or regulation, County shall not direct the methods used to obtain those results, and Landscape Architect shall perform the services as an independent contractor under the sole supervision, management, direction, and control of Landscape Architect. As an independent contractor, Landscape Architect will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable, pursuant to this Agreement, but Landscape Architect shall be solely responsible for the manner in which Landscape Architect will perform the services under this Agreement. Any methods that might be discussed in any training sessions given by HCED are not mandatory unless specifically required in writing in this Agreement or by law. Landscape Architect is not obligated to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling the obligations under this Agreement, unless otherwise specifically set out in this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. The personnel and staff of Landscape Architect are independent contractors or employees of Landscape Architect and shall not for any purposes be considered employees or agents of County. Landscape Architect assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and Landscape Architect shall remain solely responsible for the supervision, daily direction, control and payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.
- 5.4 Employee Retention. Landscape Architect agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel Landscape Architect assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they are to perform. If specific qualifications are set forth in job descriptions required by the funding entity and/or in this Agreement, unless a written waiver is granted, Landscape Architect shall only assign personnel with the required qualifications to fulfill those functions. Notwithstanding transfer or turnover of personnel, Landscape Architect remains obligated to perform all duties and responsibilities under this Agreement without degradation and in accordance with the terms of this Agreement.

- 5.5 Significant Organizational Change Notification. Landscape Architect shall notify County immediately and in advance of any significant organizational change that could affect Landscape Architect's ability to carry out all duties and responsibilities under this Agreement, including any change of Landscape Architect's name or identity, ownership or control, or payee identification number. Landscape Architect shall also provide written notice to County within 10 working days of the change. Landscape Architect shall provide ownership information to County immediately upon any such change.
- 5.6 Adverse Actions Reporting. Landscape Architect shall inform HCED, in writing, of any concluded investigation of Landscape Architect (including Landscape Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) that is conducted by or on behalf of a government entity or other licensing or accreditation entity (including any state board of examiners) and whose outcome included public censure or other public sanction (or any pending investigations, administrative actions, or lawsuits, that relate to the work under this Agreement or that could adversely affect any performance or obligation in this Agreement). If at any time a license of Landscape Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement required to be maintained to fulfill the Commitments in this Agreement is suspended, revoked or is determined to be out of compliance in Texas or any other state, this Agreement may be terminated immediately without prior notice, at the option of HCED, effective the date of the suspension, revocation or non-compliance. Landscape Architect is not entitled to receive payment for services that were performed by Landscape Architect while the required license was suspended or revoked. Landscape Architect agrees to immediately inform HCED, in writing, of any adverse professional review action that is taken by a professional association or society and that is based on the professional competence or professional conduct of Landscape Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement. County may, at its sole option, terminate this Agreement, upon notice of such adverse professional review action.
- 5.7 Subcontracts. Unless otherwise explicitly set out in this Agreement, Landscape Architect shall not enter into any subcontract for the work, products, services, licenses and/or deliverables under this Agreement unless, prior to any written authorization to proceed with work done in part by the subcontractor, Landscape Architect has provided to HCED the qualifications of the subcontractor to perform and meet the standards of this Agreement. Landscape Architect shall comply with all Texas Administrative Code and Texas professional licensing agency requirements for choosing any professionally-licensed subcontractor.
- 5.8 Professional Standards. Where specifically-applicable standards are not explicitly set forth in this Agreement, as someone with expertise in the field, Landscape Architect must provide the work, products, services, licenses and/or deliverables in accordance with generally-accepted standards applicable to Landscape Architect's profession or industry. Landscape Architect and County agree and acknowledge that County is entering into this Agreement in reliance on the Landscape Architect's competence and qualifications, as those were presented to County by Landscape Architect with respect to professional services. Landscape Architect shall at all times utilize the skill and attention to fully, timely, and properly render professional services for the development of The Project to final completion as set out in, or reasonably inferred from, the Scope of Work/Services. This shall be done in a manner utilizing the degree of care ordinarily used by licensed professionals performing similar services on projects of a similar nature and scope within the State of Texas. An landscape architect and a professional engineer (who have been assigned by Landscape Architect to manage the Scope of Work and who are licensed to practice in the State of Texas) shall be present and represent Landscape Architect at meetings of any official nature concerning The Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, any pre-construction meetings and any construction meetings (for construction-related projects) with County staff and/or contractors, unless otherwise set forth in the Scope of Work or approved in writing by HCED. In addition, Landscape Architect shall adhere to all applicable County landscape architecture and engineering standards and design criteria.
- 5.9 County Procedures. To effectively perform the services stated above, Landscape Architect must become familiar with various procedures, policies, data collection systems, and other information of County. Landscape Architect shall adhere to all applicable County landscape architectural and engineering

guidelines, standards, and design criteria (see <http://www.eng.hctx.net>). HCED will assist Landscape Architect in obtaining the information. Unless otherwise required by law, Landscape Architect agrees to keep any sensitive information confidential and not disclose it to outside parties without first obtaining County's written authorization.

- 5.10 Ownership of Work Product. For the purposes of assigning ownership of Landscape Architect work product, the work performed will be deemed, to the extent authorized by law, to have been done on a works-made-for-hire basis, as that term is understood in copyright law. In the event and to the extent that such works are determined not to constitute works-made-for-hire, Landscape Architect hereby irrevocably assigns and transfers to County all right, title, and interest in such works, including, but not limited to, copyrights. County shall be the absolute and unqualified owner of all completed or partially-completed Landscape Architect work product prepared pursuant to this Professional Services Agreement and shall have the same force and effect as if prepared by County, including mylar reproducible drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, plans, cost estimates, inventions, designs, computer input/output information, computer applications, software, firmware, computations, and other documents (including the original electronic file format). Landscape Architect may retain one set of reproducible copies for Landscape Architect's sole use in preparation of studies or reports for County only. Landscape Architect is expressly prohibited from selling, licensing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of HCED. Landscape Architect warrants that Landscape Architect's work product will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or any other right of any third party, and Landscape Architect will defend any claim, suit, or proceeding brought against County on the issue of infringement of any copyright by virtue of anything supplied by Landscape Architect to HCED under this Agreement.
- 5.11 Trade Secrets. In connection with the work, products, services, licenses, Scope of Work, and/or deliverables provided under this Agreement, HCED may disclose to Landscape Architect certain documents, data, and/or other information that is proprietary, confidential, or a trade secret (Trade Secrets). Landscape Architect must not divulge or otherwise make unauthorized use of Trade Secrets or other protected information, procedures, or policies of HCED, any former employee, contractor, client, customer, or consultant, in the exercise of duties under this Agreement. Except to the extent authorized by a third party, neither Party shall copy, recreate, or use any proprietary information of a third party in the performance of services under this Agreement.
- 5.12 Nondisclosure and Confidentiality of Information. To the extent permitted by law, Landscape Architect must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill Landscape Architect's obligations under this Agreement, Landscape Architect may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. Landscape Architect and the person executing this Agreement on behalf of Landscape Architect acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to Landscape Architect for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of County and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, Landscape Architect must (1) not access any information without express written authorization of HCED; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate HCED officials; (4) not, except to the extent required by law, or necessary for the performance of this Agreement, release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever to outside parties without the express

written consent of HCED; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to any person according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information, except to those who need to know such information and are obligated to maintain its confidentiality, including Landscape Architect's partners, principals, representatives or employees as necessary to fulfill obligations under this Agreement; (7) notify HCED immediately of all requests for confidential information; and (8) immediately report to HCED all unauthorized disclosures or uses of confidential information.

- 5.13 Public Comment and Public Information Act. To the extent permitted by law, all contact with the news media, citizens of County, the State of Texas or other governmental agencies concerning The Project will be the responsibility of HCED. In the event Landscape Architect is subject to the Texas Public Information Act, upon receipt of a written request for any information by Landscape Architect developed in the performance of services under this Agreement, Landscape Architect shall provide written notice to HCED of the request along with a copy of the request, and give HCED the opportunity to respond to the request prior to any release by Landscape Architect. Unless required by law, under no circumstances shall Landscape Architect release any material or information developed in the performance of services under this Agreement without the express prior written permission of HCED.
- 5.14 Applicable Laws. Landscape Architect shall comply (and assure compliance by Landscape Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. Landscape Architect shall immediately bring to County's attention any conflicts between any applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective. If any such changes (that occur after the effective date of this Agreement and that Landscape Architect should not reasonably have anticipated) require significant changes or additions to the Scope of Work that were not contemplated by the Parties, the Parties shall negotiate in good faith for the purpose of creating reasonable and equitable written modifications to this Agreement.
- 5.15 Records Retention and Management. Landscape Architect shall maintain complete, accurate, and readily accessible records that are necessary to document and support the fulfillment of the obligations in this Agreement, including performance, design, underlying calculations, and financial records, as well as a copy of this Agreement. Landscape Architect shall maintain and make available for inspection the Records for a minimum of four (4) years following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement, whichever is longer (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings).
- 5.16 Authority of Harris County Engineer. The Harris County Engineer ("County Engineer") shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by Landscape Architect. It is mutually agreed by both Parties that the County Engineer shall act as referee between the Parties in all questions arising under the terms of this Agreement and that the decisions of the County Engineer shall be final and binding alike on all Parties. If agreed to in writing by Landscape Architect and the County Engineer (or designee), Landscape Architect and the County Engineer may make adjustments to the Scope of Work that do not destroy the purposes of this Agreement. In making the aforementioned adjustments to the Scope of Work, Landscape Architect and the County Engineer may adjust any corresponding firm fixed or maximum prices that neither increase the maximum amount of funds that Commissioners Court has authorized to be encumbered nor destroy the purposes of this Agreement. Any of the aforementioned adjustments to the Scope of Work and/or corresponding adjustments to any firm fixed or maximum prices (collectively, "Adjustments") may be reflected by a written Special Amendment to the Scope of Work in this Agreement ("Special Amendment"). Nothing contained in this section shall be construed to authorize the County Engineer to alter, vary, or amend any of the terms or provisions of this Agreement, other than the aforementioned Adjustments. The

County Engineer is authorized on behalf of the County to make Adjustments (as defined herein) and execute a corresponding Special Amendment without further action by Commissioners Court. The Harris County Auditor ("County Auditor") is authorized, without further action by Commissioners Court, to certify additional funding for any Adjustments upon execution of a Special Amendment by the County Engineer.

- 5.17. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Landscape Architect warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Landscape Architect does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- 5.18. Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Landscape Architect warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

6. INSURANCE

- 6.1 Coverage and Limits. During the Term of this Agreement and any extensions thereto, Landscape Architect at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, Landscape Architect shall provide and maintain the following coverage and limits:

- (a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the Project, and in accordance with state law.

Employers' Liability

(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

- (b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. County shall be named Additional Insured on primary/non-contributory basis.

(i)	Each Occurrence	\$1,000,000
(ii)	Personal and Advertising Injury	\$1,000,000
(iii)	Products/Completed Operations	\$1,000,000
(iv)	General Aggregate (per project)	\$1,000,000

- (c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- (d) Umbrella/Excess Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. County shall be named Additional Insured on primary/non-contributory basis.
- (e) Automobile Liability insurance to include Landscape Architect's liability for death, bodily injury, and property damage resulting from Landscape Architect's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. County shall be named Additional Insured on primary/non-contributory basis.
- (f) Any other coverage required of Landscape Architect pursuant to statute.

- 6.2 Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by Landscape Architect, Landscape Architect shall provide County evidence of all of the above coverage on forms and with insurers acceptable to County. Landscape Architect must maintain a valid Certificate of Insurance as described herein on file with County at all times during the term of this Agreement. Landscape Architect must either (1) mail the Certificate of Insurance to the Harris County Engineering Department at 1001 Preston, 7th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit it by email to HCEAdminSvc@hcpid.org.
- 6.2.1 Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.
- 6.2.2 Certificates of Insurance. Landscape Architect shall provide unaltered Certificates of Insurance which evidence the required coverage and endorsements and satisfy the following requirements:
- (a) Be less than 12 months old;
 - (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
 - (c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
 - (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;
 - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.
- 6.2.3 Certified Copies of Policies and Endorsements. Upon request, Landscape Architect shall furnish certified copies of insurance policies and endorsements to County.
- 6.2.4 Renewal Certificates. Renewal certificates are due to County at least thirty (30) days prior to the expiration of the current policies.
- 6.2.5 Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. Landscape Architect shall furnish evidence of such insurance to County as well.
- 6.3 Additional Insured. Landscape Architect shall include County and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. Landscape Architect's coverage shall be primary insurance to any similar insurance maintained by County and must contain an endorsement stating such. Coverage to County as an Additional Insured on any of Landscape Architect's insurance coverage shall not be subject to any deductible.
- 6.4 Deductibles. Landscape Architect shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against County, its officers, directors, agents, or employees.
- 6.5 Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). Landscape Architect shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

- 6.6 Waiver of Subrogation. Landscape Architect waives any claim or right of subrogation to recover against County, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.
- 6.7 Notice of Cancellation, Non-Renewal, or Material Change. Landscape Architect shall provide County with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.
- 6.8 Remedies for Noncompliance. Failure to comply with any part of this Section is a material breach of this Agreement. Landscape Architect could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Services, or be terminated from this Agreement for any lapse in coverage or material change in coverage which causes Landscape Architect to be in noncompliance with the requirements of this Section.

7. FUNDING, COMPENSATION AND/OR BASIS FOR PAYMENT, METHOD, AND LIMITATIONS

- 7.1. Payments/Compensation. For and in consideration of the work, products, services, licenses or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, County shall pay Landscape Architect in accordance with the fee schedule and rates specified in this Agreement, including in the Attachments up to the total maximum amount specifically appropriated, encumbered, and then certified as available by the County Auditor.
- 7.2. Funding and Appropriations Limit. County shall have no obligation to pay for and Landscape Architect shall have no obligation to provide any work, products, services, licenses and/or deliverables until sufficient funds are certified by the County Auditor. County intends to initially appropriate, encumber, and certify as available by the County Auditor the total maximum sum of **FIVE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED TWENTY-EIGHT AND 90/100 DOLLARS (\$511,828.90)** to pay and discharge any and all liabilities that County may incur arising out of this Agreement. Any other provision notwithstanding, County shall never be liable to pay Landscape Architect any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available by the County Auditor.
- 7.3. Auditor's Certification of Funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.
- 7.4. Funding Out/Non-Appropriation. It is further understood that pursuant to Local Government Code Chapter 111, when and if the work, products, services, licenses and/or deliverables and charges provided for herein are equal to or exceed the amounts certified available, Landscape Architect is authorized to terminate some or all of Landscape Architect's work, products, services, licenses and/or deliverables under this Agreement unless the County Auditor certifies that additional funds are available, in which event Landscape Architect agrees to continue to provide the products, services and/or deliverables to the extent funds are available. When all the funds certified by the County Auditor, together with any additional funds thereafter certified, are expended, County will have no further liability, and the sole and exclusive remedy of Landscape Architect will be to immediately terminate this Agreement unless the County Auditor certifies additional funds.
- 7.5. Billing Statements/Invoices. Unless otherwise indicated in this Agreement, no later than the 10th day after the end of each calendar month within the term of this Agreement, Landscape Architect shall submit to HCED a billing statement or invoice for all unpaid products, services and/or deliverables, along with any applicable rates, including the applicable firm fixed price and any applicable percentage completed for specific tasks/deliverables as specified in this Agreement. The data in the billing statement or invoice must be in a format designated by HCED and the County Auditor, and must include any purchase order number. An authorized agent of Landscape Architect must certify and swear under penalty of perjury that the work was performed, the work was properly authorized in writing by HCED, and all information contained in the statement or invoice is true and correct. All products, services and/or deliverables billed must be

rendered during this Agreement term. Landscape Architect shall submit to HCED billing statements or invoices limited to work done and products, services and/or deliverables provided pursuant to this Agreement, and Landscape Architect shall not include in such billing statements or invoices any work, products, services, licenses and/or deliverables provided, required to be performed, or billed under or pursuant to any other agreements with County. HCED will review each statement or invoice and approve it with any modifications HCED deems appropriate after mutual consultation and agreement with Landscape Architect. HCED will then forward the approved statement or invoice to the County Auditor for payment. County will pay Landscape Architect the proper amounts due and owing under this Agreement within thirty (30) calendar days of receipt of the approved statement or invoice to extent allowed by law. Each statement or invoice must include a monthly inventory of work, products, services, licenses and/or deliverables provided during the billing period and any other details HCED reasonably requests for verification purposes, which might include:

- (a) The date(s) work, products, services, licenses and/or deliverables were provided;
- (b) Meetings and lists of attendees, if applicable;
- (c) Detailed description of the work, products, services, licenses and/or deliverables provided;
- (d) The total amount billed, and any other details of the work, hours, or services as may be requested by the County Auditor;
- (e) If applicable, the case number for which services were performed;

- 7.6. Overpayments. Within 10 calendar days after request by HCED, Landscape Architect must reimburse to County all funds paid by County to Landscape Architect that any funding entity or auditor determines have been improperly paid to, or expended by, Landscape Architect. County may withhold, suspend, or reduce any and all payments due to Landscape Architect until any overpayments are reimbursed.
- 7.7. Costs of Substitute Services. If Landscape Architect fails to perform any of its obligations under the Agreement and County procures substitute services upon such terms as are appropriate, County shall deduct the reasonable costs for such services from any payments owed to Landscape Architect under this or other agreements. Landscape Architect must reimburse to County, within thirty (30) calendar days after request by County, any additional costs of such substitute services beyond what has already been deducted by County. County may also withhold, suspend, or reduce payments due to Landscape Architect until the costs of such substitute services are reimbursed to County by Landscape Architect. This provision is not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement and is in addition to and not in lieu of any other remedies.
- 7.8. Billing Audits. County and its designee shall have the right to examine and audit all of Landscape Architect's billings/invoices and all of Landscape Architect's backup and support data for billings/invoices for this Agreement. Upon HCED's request, Landscape Architect agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. Landscape Architect shall maintain complete and accurate records necessary to fulfill any obligations in this Agreement, including a copy of this Agreement, including detailed time records identifying each person performing services that were billed on an hourly basis, the corresponding dates of the services, the applicable firm fixed price and the percentage completed for specific tasks as specified in this Agreement, any applicable hourly or cost-plus rates, the total amount billed for each person as applicable, and the total amount billed for all persons as applicable. Landscape Architect shall maintain and make available for inspection (electronically or in Harris County during regular business hours) the Records for a minimum of four (4) years following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.
- 7.9. County Auditor to Make Final Decision. The decision of the County Auditor as to the amount owed shall be final if there is any dispute between County and Landscape Architect as to the amount owed to Landscape Architect for any monthly statement or invoice submitted by Landscape Architect. County agrees to notify Landscape Architect of any questionable item and is authorized to withhold payment until all questions are resolved either by final audit or by agreement of the Parties.

8. TERM OF THE AGREEMENT

- 8.1 Time Period. The time period for performance ("Term") of this Agreement shall begin August 24, 2021, and end on the later date of (a) the Project completion or (b) August 23, 2022.

9. TERMINATION PROVISIONS

- 9.1 Determination of Material and Non-Material Breaches. The County Engineer shall determine whether a breach of this Agreement by either Party is material or non-material. The County Engineer's determination shall be final and binding alike on all Parties.
- 9.2 Non-Material Breaches. If either Party refuses or fails to perform any of its non-material obligations in this Agreement, the other Party may give written notice of the failure. If the breaching Party fails or refuses to cure the failure of any non-material obligation in the notice within ten (10) calendar days after notice is given, the other Party may terminate this Agreement immediately. HCED is authorized to give notice for County.
- 9.3 Material Breaches.
- 9.3.1 Suspension. HCED may suspend this Agreement immediately for any material breach by giving a notice of suspension. As soon as the notice of suspension is received, Landscape Architect shall discontinue all services in connection with the performance of this Agreement. HCED is authorized to suspend on behalf of County.
- 9.3.2 Termination. The County may terminate this Agreement for a material breach at any time by notice in writing to the Landscape Architect.
- 9.4 No Waiver of Remedies. The provisions in this Section are not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement. The right to terminate for a material and non-material breach is in addition to and not in lieu of any other remedies.
- 9.5 Termination Statement. As soon as practicable after receiving notice of termination, Landscape Architect must submit a statement or invoice to HCED that complies with the requirements in this Agreement. This statement or invoice must show in detail the unbilled/uninvoiced services performed for County under this Agreement to the date of termination. If the payments were to be made in lump sums and services were rendered after the last lump sum payment, the statement or invoice shall reflect the prorated amount due.
- 9.6 Return of Documents after Termination. If permitted by law and any established ethical requirements applicable to specific professionals, Landscape Architect shall promptly deliver to HCED all completed or partially completed work product, designs, data, information, and documents prepared under this Agreement on behalf of County. Within 2 business days after the effective date of termination, Landscape Architect shall return to HCED all records, files, documents, notes and other items in Landscape Architect's possession, if any, relating to any assignments or work that Landscape Architect has undertaken or been given under this Agreement, if permitted by law and any established ethical requirements applicable to specific professionals. Landscape Architect shall deliver to HCED all completed or partially-completed designs, drawings and specifications prepared under this Agreement, including the original electronic file format. Nothing in this section is intended to require Landscape Architect to surrender Landscape Architect's own records to HCED after termination.
- 9.7 Agreement Transition. In the event the Agreement ends by either expiration or termination, Landscape Architect shall, at the request of the County, assist in the transition until such time that a replacement landscape architect can be named. Landscape Architect acknowledges its responsibility to cooperate fully with the replacement landscape architect and the County to ensure a smooth and timely transition to the replacement landscape architect. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition

period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

10. INDEMNIFICATION

- 10.1 No Waiver of Governmental Immunity. County does not waive any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.
- 10.2 General Indemnity. To the extent allowed by law, Landscape Architect agrees to indemnify and hold harmless County, HCED, their officers, employees, and agents from liability, losses, expenses, demands, reasonable attorneys' fees, and claims for bodily injury (including death) and property damage to the extent caused by the negligence, intentional tort, intellectual property infringement of Landscape Architect (including Landscape Architect's agents, employees, volunteers, and subcontractors/consultants under contract, or any other entity over which Landscape Architect exercises control, in the performance of the services defined in this Agreement). Landscape Architect shall also save County harmless from and against any and all expenses, including reasonable attorneys' fees that might be incurred by the County, in litigation or otherwise resisting such claims or liabilities.

11. MISCELLANEOUS

- 11.1 Notices. Any notice required to be given under this Agreement ("Notice") may be given by hand delivery or certified United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following:

ARCHITECT: Sheila Condon
President
Clark Condon Associates, Inc.
10401 Stella Link Road
Houston, TX 77025-5443
Email: scondon@clarkcondon.com

COUNTY: John R. Blount, P.E.
County Engineer
Harris County Engineering Department
1001 Preston Street, Floor 7
Houston, TX 77002-1816
Email: AgreementInfo@hcpid.org

All other communications may be sent by electronic means or in the same manner as Notices described herein.

- 11.2 Receipt of Notice. Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 11.3 Change of Address. Each Party shall have the right to change its respective address by giving at least ten (10) days' written notice of such change to the other Party.
- 11.4 Force Majeure. Neither Party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party if such cause is generally recognized under Texas law as constituting impossible conditions. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within 10 business days of the existence of such Force Majeure event or otherwise waive this right as a defense.

- 11.5 E-Mail Addresses. Landscape Architect affirmatively consents to the disclosure of e-mail addresses that are provided to County or HCED. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code § 552.137, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Landscape Architect and any agents acting on Landscape Architect's behalf and shall apply to any e-mail address provided in any form for any reason, whether related to this Agreement or otherwise.
- 11.6 Entire Agreement (Merger). This Agreement contains the entire agreement and understanding between the parties relating to the rights granted to and the obligations of the parties. All prior negotiations, discussions, correspondence and previous understandings are superseded by this Agreement. Any oral representation or modification concerning this Agreement shall be of no force or effect.
- 11.7 No Oral Modifications. Unless otherwise explicitly stated in this Agreement, this Agreement cannot be changed except by a written subsequent modification authorized by all parties.
- 11.8 Inducements. In making the award of this contract, County relied on Landscape Architect's assurances and representations made in this Agreement. Any false assurances and representations by Landscape Architect shall be immediate grounds for termination of this Agreement without prior notice at the option of County.
- 11.9 Contract Construction. The titles assigned to the various Articles of this Agreement are for convenience. Titles shall not be considered restrictive of the subject matter of any Article or other part of this Agreement. Likewise, the provisions of purpose in this Agreement are intended to be a general introduction and are not intended to expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions in this Agreement.
- 11.10 Ambiguities. Ambiguities, if any, shall not be interpreted against the drafter of this Agreement.
- 11.11 No Waiver of Default. Any waiver by either party of one or more defaults on the part of the other party in the performance of obligations under this Agreement is not a waiver of any subsequent defaults.
- 11.12 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies of County are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.
- 11.13 No Third Party Beneficiaries. Unless explicitly provided in this Agreement, there is no intent by either party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11.14 Non-Exclusivity. Unless explicitly provided in this Agreement, nothing shall prevent either Party from contracting with other parties for the provision of the same or similar services or deliverables that are contemplated by this Agreement.
- 11.15 Limited Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, employee, or agent of County.
- 11.16 Dispute Resolution Process. The Parties will meet and confer in good faith to work together to resolve problems or disputes that may arise. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually-agreeable dispute resolution process.
- 11.17 Survivability Clause. Any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement, including indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

- 11.18 Savings/Severability Clause. If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law. In any event, the remaining provisions the same shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. If necessary in order to make this Agreement valid and enforceable, the Parties shall meet to confer upon an amendment or modification.
- 11.19 Time is of the Essence. Time is of the essence with respect to Landscape Architect's performance under this Agreement, and Landscape Architect shall perform all services diligently until completed.
- 11.20 Choice of Law. This Agreement shall be construed according to the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue lies only in Harris County as per Texas Civil Practice and Remedies Code Sec. 15.015, and any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of this Agreement must be brought solely in the courts or locations that are situated in the State of Texas, County of Harris. Both parties irrevocably waive any claim that any proceeding brought in Harris County has been brought in an inconvenient forum.
- 11.21 Exhibit List. The following attachments are a part of this Agreement:
- Exhibit A. Scope of Services
 - Exhibit B. Schedule
 - Exhibit C. Compensation for Professional Services
 - Exhibit D. Architect Team Acknowledgments
- 11.22 Tax Exemption. Pursuant to Texas Tax Code §151.309, as a political subdivision, County claims exemption from sales and use taxes and will provide exemption certificates upon written request. County shall not be liable to reimburse or pay any personal property taxes, charges, or fees assessed against Landscape Architect.
- 11.23 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 11.24 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the party's governing body to legally obligate and execute this Agreement on behalf of the party.

[Execution Page Follows]

HARRIS COUNTY

CLARK CONDON ASSOCIATES, INC.

By: _____
Lina Hidalgo
Harris County Judge

By: Sheila M. Condon
Sheila Condon
President

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By: Sahar Rabat-Torki
Sahar Rabat-Torki
Assistant County Attorney
CAO File Number 21GEN2251

CLARK CONDON

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

EXHIBIT A

May 19, 2021
June 17, 2021, revised
July 23, 2021, revised
August 5, 2021 Revised

Jonalyn Janey
Harris County Engineering Department
Design Service Group
10555 Northwest Freeway, Suite 213
Houston, TX 77092

Re: Challenger 7 Park - Boardwalk Renovation – 2020 - 20101MF1F101

Dear Jonalyn,

We are pleased to provide this proposal for landscape architectural design associated with the proposed Challenger 7 Park - Boardwalk Renovation – 2020 - 20101MF1F101 for Harris County Precinct 1. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK – Challenger 7 Memorial Park is an existing Harris County park located in League City. Proposed development includes work in three distinct areas. The existing boardwalk area will include removal of the existing boardwalk and replacement with a new structure. Learning components including an immersive classroom, outdoor classroom, and areas for future signage will be identified. The project also contains the addition of a trailhead with bike parking. The area near the boat ramp will be repurposed to include additional walking trails, seating area, floating kayak launch, and planting. The drawings will include the replacement/repair of the existing bulkhead near the boat launch. The playground area will be enhanced to feature an all-inclusive walking loop and a new all-inclusive play component. Also retrofitting of the existing play surfacing will be explored to increase access for people of all abilities. The design will be based on the Concept Design issued on October 12, 2020.

The Landscape Architect shall be responsible for providing landscape architectural design and documentation services for the project. This shall be accomplished by working closely with the Client, and Design Team. The proposed construction budget is \$3,030,000. Scope of work includes design and documentation for the following:

1. Boardwalk
 - a. Outdoor Classroom Structure
 - b. Overlook Structure
 - c. Immersive Learning Area
2. Trailhead with site furniture
3. Planting
4. Tree protection and demolition
5. Structural Engineering Design
 - a. Boardwalk Structure
 - b. Outdoor Classroom Structure
 - c. Boardwalk Overlook Structure
 - d. Pier at boat ramp/anchor for floating kayak launch
 - e. Bulkhead replacement / repair approximately 200 LF

landscape architecture

6. Geotechnical Analysis
 - a. Execution of 4 borings at the boardwalk area with minor clearing to a depth of 20'
 - b. Execution of 2 boring at the existing boat launch to a depth of 20'
 - c. Preparation of signed and sealed Geotech Report including recommendations for the bulkhead, boardwalk, and kayak launch improvements
7. Survey Services
 - a. Boundary Survey performed by LSLs
 - b. Topographic Survey – Category 6, Condition II, signed and sealed.
 - i. Boardwalk Survey limited to 80-foot swath centered on Boardwalk
 - ii. Boat Ramp Area 300' x 350' area of an existing Boat Ramp including Bathymetric Survey
 - iii. Playground Area limited to a 300' x 325' area of existing play area
8. SWQMP
9. Grading and Drainage
10. Environmental Services
 - a. Wetland Delineation
 - b. Threatened and Endangered Species
 - c. Archeology Desktop Survey
 - d. Archeology Pedestrian Survey (optional additional)
 - e. RGP and individual permit (optional additional)
11. Electrical Engineering for lighting at trailhead and outdoor classroom
12. Signed and Sealed Hydraulic and Hydrology Analysis (H&H) Report with recommendations for floodplain mitigation and detention. H&H report will meet both HCFCD and League City Criteria.

STUDY PHASE PART I - The Landscape Architect and Design Team shall conduct a study phase and update the Schematic Design Plans. Drawings shall indicate general concepts, spatial relationships, scale and form, and respond to site conditions, the program, and budget.

Services to be provided in this phase include:

1. Complete fieldwork necessary including survey, geotechnical borings, and natural resources.
2. Investigate requirements and coordinate with permitting agencies regarding H&H impacts and detention requirements.
3. Refine materials and design after completion of fieldwork. Impacts to jurisdictional wetlands and USACE permitting implications will be taken into consideration of final layout.
4. Visit the site with the project team to become familiar with the existing features.
5. Project management and coordination with Design Team to develop Schematic Design concepts.
6. Prepare a budgetary construction cost estimate.
7. Organize and schedule meetings with Client, and/or authorized representative to review design concepts.
 - a. This scope assumes 1 coordination meetings.
 - i. One meeting to review preliminary findings from fieldwork and revised concepts
8. At the end of the Study Phase the Design Team will review with the Client all site data and impacts to the permitting process discovered during the Study Phase. The information will be documented in a technical memorandum and include recommendations if further study and/or permit submittals will be required. Authorization for the following scopes of work may be required to satisfy permit requirements. See the fee summary for breakout cost for the tasks listed below.

- a. An USACE Regional General Permit may be required for any impacts to wetlands.
- b. An USACE Individual Permit may be required.
- c. Completion of an Archaeological Pedestrian Survey.

STUDY PHASE PART II – Study Phase Part II shall be initiated after the Geotech and H&H report approvals. During this phase, we shall refine the design and budgets for the project. Design Development drawings shall depict actual materials, sizes and locations of all landscape elements. Services to be provided in this phase include:

1. Project management and coordination with Design Team.
2. Select materials for all landscape architecture aspects as indicated in the project scope.
3. Prepare cost estimates based on direction from Study Phase Part I.
4. Present to the Client.
5. Develop and present options for structural design of boardwalk and associated construction impacts.
6. Develop layout for detention pond.
7. Indicate landscape lighting fixture locations.
8. Develop preliminary architectural concepts for review and approval. Develop architectural concepts for outdoor classroom structure and shade structure for review including plans and elevations indicating dimensions and general finishes.
9. Deliverables include exhibits with elevations and perspectives.
9. Provide preliminary tree protection and removal plan and details. Define construction access routes.
10. Deliverables include exhibits indicating all hardscape elements, material boards, furnishings, and architectural components.
11. Organize and schedule meetings with Client, and/or authorized representative to review design concepts.
 - a. This scope assumes 2 Client coordination meetings.
 - i. One presentation meeting to review Architectural Design Concepts and Materials
 - ii. One meeting to review Final Design Concepts

DESIGN PHASE – The Construction Documents phase shall be initiated after the Client's approval of the study phase documents. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in the study phase. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all pedestrian hardscape elements, planting plans, architectural elements, and other items approved during the study phase. Drawings shall be formatted to Harris County standard 22x34 sheet size and submitted to client for review in half size pdf format.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare layout plans dimensioning all proposed improvements.
4. Prepare planting plans including all tree, shrub, vine, and groundcover selections for all locations.
5. Electrical engineering for site lighting and fixture documentation.
6. Provide tree protection and removal plans and details.
7. Prepare final construction cost estimate to include unit costs at current construction dollars.
8. Prepare technical specifications.
9. Conduct project QA/QC review with Design Team.
10. Issue signed and sealed permit set.
11. Submit Drawings to TDLR for review.
12. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.
13. Provide plans to HCED for submittal to permit. Respond to jurisdictional review comments and revise plans per Client direction.
14. Deliverables:

- a. 100% unsigned Construction Documents for Permit Review. A two-week review period has been integrated into the schedule for Client's and HCED's review.
 - b. 100% Signed and Sealed Issue for Permit & Bid Set. Permit set shall meet all HC and League City permit requirements. Design Team will provide drawings to HCED for submittal to Harris County and League City.
 - c. Revisions to set shall be made to address all comments and reissued as required.
15. Organize and schedule meetings with Client, and/or authorized representative to review drawings as required.
 16. Due to the TPWD Grant, project documents will meet all requirements and acquire approval from TPWD.

BIDDING – After completion and approval of the Construction Documents, the Landscape Architect shall provide the Client with bid documents to be included in bid/pricing set. This scope assumes we shall prepare one bid package.

1. Participate in a pre-bid conference.
2. Prepare addenda as necessary answering bidder questions.
3. Evaluate bids and make recommendations for contracts. Excel with tabulation will be provided by Harris County Purchasing.
4. Revise the Construction Documents in a closing addendum, which incorporate any revisions and cost saving items agreed to during the bidding phase.
5. Issue Conformance Set in pdf format to be used for Construction.

FEE – See Exhibit C Compensation of Professional Services for fees.

Challenger 7 Park Improvements
Mon 8/2/21

Exhibit B
Schedule

ID	Task Name	Duration	Start	Finish
1	Project Kick-off	1 day	Wed 7/21/21	Wed 7/21/21
2	Study Phase Part 1			
3	Survey	7 wks	Thu 7/22/21	Wed 9/8/21
4	Verify Survey Data	1 wk	Thu 9/9/21	Wed 9/15/21
5	Geotechnical Borings, H&H Analysis, Site Analysis	6 wks	Thu 7/22/21	Wed 9/1/21
6	Wetland Delineation & Evaluate Permit Implications of Findings	6 wks	Thu 7/22/21	Wed 9/1/21
7	Analyze Information Gathered and Refine Design Concept	4 wks	Thu 9/2/21	Wed 9/29/21
8	Meeting 1 - Review of Revised Concept Options	1 day	Wed 9/29/21	Wed 9/29/21
9	Finalization of Geotech Report and Environmental Reports	6 wks	Thu 9/2/21	Wed 10/13/21
10	Permitting H&H and Geotech Report	2 wks	Thu 10/14/21	Wed 10/27/21
11	Study Phase Part 2			
12	Design Development			
13	Design Development	5 wks	Thu 10/28/21	Wed 12/1/21
14	Meeting 2 (Design Review)	1 day	Wed 11/3/21	Wed 11/3/21
15	Meeting 3 (Design Review)	1 day	Wed 12/1/21	Wed 12/1/21
16	Design Phase			
17	Construction Documentation			
18	100% Construction Documentation	8 wks	Thu 12/2/21	Wed 1/26/22
19	Final Submittal Signed & Sealed	2 wks	Thu 1/27/22	Wed 2/9/22
20	Final Approval HC and League City	2 wks	Thu 2/10/22	Wed 2/23/22
21	Bidding	10 wks	Thu 2/24/22	Wed 5/4/22

"EXHIBIT C" - Compensation for Professional Services
Project Name: Challenger 7 Park - Boardwalk Renovation
Project Limits:
UPIN: 20101MF1F101
Consultant: Clark Condon
Construction Cost Estimate: \$3,030,000

1	Study Phase	\$	39,000.00	
				\$39,000.00
2	Design Phase	\$	58,000.00	
				\$58,000.00
3	Bid Phase	\$	5,500.00	
				\$5,500.00
4	Survey			
	Boundary Survey		\$40,765.00	
	Topographic Survey		\$27,585.00	
	Survey Coordination		\$6,835.00	
				\$75,185.00
5	Geotechnical Report			
	Geotechnical Report		\$13,329.00	
	Geotechnical Coordination		\$1,332.90	
				\$14,661.90
6	Environmental			
	Wetland Delineation		\$5,500.00	
	T&E Assessment		\$1,650.00	
	Archeological Records Review		\$1,950.00	
	Environmental Coordination		\$2,480.00	
				\$11,580.00
7	Electrical Engineering			
	Study Phase		\$2,750.00	
	Design Phase		\$5,800.00	
	Bid Phase		\$450.00	
	Electrical Coordination		\$900.00	
				\$9,900.00
8	Civil & Structural Engineering			
	Drainage Report		\$40,280.00	
	Study Phase		\$53,140.00	
	Design Phase		\$47,810.00	
	Bid Phase		\$1,470.00	
	Civil & Structural Coordination		\$14,270.00	
				\$156,970.00
9	Architecture			
	Study Phase		\$17,915.00	
	Design Phase		\$28,480.00	
	Bid Phase		\$2,425.00	
	Architectural Coordination		\$4,882.00	
				\$53,702.00
Subtotal Basic Services (1-8):				\$424,498.90
10	*Optional Additional Services including, but not limited to			
	Detention Pond Survey (250'x200' Area)		\$6,520.00	
	Sheet Pile Retaining Wall		\$14,900.00	
	Archeological Pedestrian Survey (10 Shovel Test)		\$15,700.00	
	Detention Pond Design		\$16,920.00	
	Individual Permit* (RGP \$18,190)		\$33,290.00	
				\$87,330.00
TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)				\$511,828.90

*Either a Regional General Permit or Individual Permit will be required.



EXHIBIT D: ARCHITECT TEAM ACKNOWLEDGMENTS

1. The following is the group of providers selected to perform the obligations described in the Agreement.
2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under "Special Designation" Box:
 - **MWBE** (Minority and Women Owned Business Enterprise)
 - **SBC** (Small Business Enterprise)
 - **HUB** (Historically Underutilized Business)
 - **DBE** (Disadvantaged Business Enterprise)
3. Also, all contract values must be identified in the table under "Contract Value".

Responsibility	Firm	Special Designation	Contract Value
Prime	Clark Condon	HUB	\$133,199.90
MEP Engineer	DBR Engineering Consultants, Inc.		\$9,000.00
Civil, Structural & H&H Engineer	Charles D. Gooden Consulting Engineers	DBE/MBE	\$174,520.00
Surveying	Weisser		\$74,870.00
Geotech	All-Terra Engineering, Inc.	DBE/MBE	\$13,329.00
Architectural	Brave Architecture	MWBE	\$48,820.00
Environmental	Berg Oliver		\$58,090.00

Percent of contract in dollars allocated to (MWBE, SBC, HUB or DBE) Consultants 72%.

- The Consultant understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.
- If the contract value of the subconsultant fee(s) are modified from the original amount, it must be approved by the Engineering Department's MWBE, SBC, HUB or DBE Compliance Officer.

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HARRIS COUNTY AND CLARK CONDON ASSOCIATES, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Professional Services Agreement between **Harris County** and **Clark Condon Associates, Inc.** for Professional Landscape Architecture and Engineering Services. The attached Agreement, including any addendums, may be executed with an electronic or facsimile signature. The Harris County Engineering Department is authorized to request the Harris County Purchasing Agent to expend up to **\$511,828.90** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement.
2. The Harris County Engineering Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.