

AIA[®] Document B103[™] – 2017

Standard Form of Agreement Between Owner and Architect for a Complex Project

AGREEMENT made as of the « 17 » day of « January » in the year « 2024 »
(In words, indicate day, month and year.)

BETWEEN the Architect's (or Prime Consultant) client identified as the Owner:
(Name, legal status, address and other information)

« The Buffalo Bayou Partnership, » « a Texas non-profit corporation »
« 1019 Commerce Street, Suite 200 »
« Houston, Texas 77002 »
« Attention: Anne Olson »

and the Architect:
(Name, legal status, address and other information)

« Kimley-Horn and Associates, Inc. » « »
« 11700 Katy Freeway, Suite 800 »
« Houston, Texas 77079 »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« Marron Park Way, being a 2-lane, 22' City of Houston public roadway spanning from Drennan Street to Lockwood Drive, including construction drawings, permitting, and construction phases services for the project. See Architect's professional services agreement dated January 17, 2024 attached as Exhibit A ("Exhibit A"). »
« »
« »

The Owner and Architect agree as follows: For the avoidance of any doubt, any reference to "Architect" shall mean Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Engineer"). Kimley-Horn is a civil engineering firm and does not provide architectural services.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

See Exhibit A.

§ 1.1.1 The Owner’s program for the Project:

See Exhibit A.

§ 1.1.2 The Project’s physical characteristics:

See Exhibit A.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

See Scope of Services Fee Summary on Exhibit A.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

See Exhibit B.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

« The Owner will utilize a design-bid-build process. »

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

« N/A »

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

« N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

« Ian Rosenberg »
« c/o The Buffalo Bayou Partnership »
« 1019 Commerce Street, Suite 200 »
« Houston, Texas 77002 »
« Phone: 713-443-2333 »
« Email: irosenberg@buffalobayou.org »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

BBP Project Manager to be defined at a future date.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.) [or See Exhibit A]

Others as defined in the Design Services RFP Response (see Exhibit A)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

«Brandon Guillory, P.E.»
« KIMLEY-HORN AND ASSOCIATES, INC.»
«11700 Katy Freeway, Suite 800»
«Houston, Texas 77079»
«Email: brandon.guillory@kimley-horn.com»
«Phone: 281-597-9300»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2.

§ 1.1.12.1 Consultants retained under Basic Services: see [Exhibit A / List Below].

§ 1.1.12.2 Consultants retained under Supplemental Services:

« Additional consultants may be added for future phases of services as agreed to by the Owner and the Architect and set forth in an amendment hereto. »

§ 1.1.13 Other Initial Information on which the Agreement is based:

« N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, and in accordance with the requirements of Section 3.1.3.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « One Million and No/100 Dollars » (\$« 1,000,000 ») for each occurrence and « Two Million and No/100 Dollars » (\$« 2,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « One Million and No/100 Dollars » (\$« 1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million and No/100 Dollars » (\$ « 1,000,000 ») each accident, « One Million and No/100 Dollars » (\$ « 1,000,000 ») each employee, and « One Million and No/100 Dollars » (\$ « 1,000,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « One Million and No/100 Dollars » (\$ « 1,000,000 ») per claim and « Two Million and No/100 Dollars » (\$ « 2,000,000 ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and City of Houston, Harris County, and Kinder Foundation, a Texas non-profit corporation (the "Kinder Foundation"), and each of its and their agents, officers, directors, officials, legal representatives, employees and assigns, as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's, City's, County's or Kinder Foundation's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services, as identified in section 1.1.12.1. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.1.2 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.1.2.1 Intentionally Deleted, See Exhibit A for Architects scope of service

§ 3.1.3 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.1.4 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.1.5 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.1.6 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.1.7 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.2 Schematic Design Phase Services

Architect acknowledges that they provided Schematic Design services under a different agreement and all further phases are based on the completeness of the Schematic Design.

§ 3.3 Design Development Phase Services

§ 3.3.1 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.3.2 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.3.3 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.4.2 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.4.3 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.4.4 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.4.5 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.4.6 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.5.2.2 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.5.3.2 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.5.3.3 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 Intentionally Deleted, See Exhibit A for Architects scope of service.

§ 3.6.1.2 If applicable, The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, costs, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 If applicable, Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment and extended thereafter through warranty periods and thereafter as may be required by the terms below.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, as approved by Owner, and subject to Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the

Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect or Owner has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Intentionally Deleted.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Intentionally Deleted.

§ 3.6.3.2 Intentionally Deleted.

§ 3.6.3.3 Intentionally Deleted.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work, with Owner's approval, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion received from Contractor;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief the Work complies with the requirements of the Contract Documents. All Contractor and Subcontractor warranties required by the Contract Documents for portions of the Project owned or to be conveyed to the City of Houston (the "City") or Harris County (the "County") shall be issued in the name of the Owner and be assignable to the City or County (as the case may be) or issued in the name of the City or County (as the case may be).

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 Intentionally Deleted.

§ 3.6.6.4 Intentionally Deleted.

§ 3.6.6.5 Intentionally Deleted.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« N/A »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« N/A »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing, beyond the meetings set forth in Section 3.1.8;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination, and the Architect shall have no further obligation to perform those services, and the Owner shall have no further obligation to compensate the Architect for those services.

- .1 [moved to Basic Services Sec. 3.1.4];
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker, provided, however, before same becomes subject to fees associated with Additional Services, Architect shall notify Owner of any efforts of Architect evaluation of Claims becoming extensive and make issue known by written notice to Owner for resolution; or,
- .5 Evaluating an extensive number of substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; provided, however, before same becomes subject to fees associated with Additional Services, Architect shall notify Owner of any efforts of Architect evaluation of substitutions becoming extensive and make issue known by written notice to Owner for resolution; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work; provided the portion of the Work completed on behalf of City of Houston shall extend for 24 months after Substantial Completion of that portion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier unless modified project schedule approved or warranty item.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor; provided that if submittals are routinely exceeds two (2) reviews, the Architect shall make such circumstances known to Owner and Contractor by written notice for resolution [before same becomes subject to fees associated with additional services.](#)

§ 4.2.4 Except for those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided after the applicable warranty period after Substantial Completion of the Work (which warranty period shall be no less than sixty [60] days after Substantial Completion) shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within the time period referred to in Sections 1.1.4, 3.1.3, or elsewhere in this Agreement, through no cause or fault of the Architect, then the project schedule shall be extended, and the Architect's compensation for phases affected by such delays may be equitably adjusted to reflect the Architect's additional costs and expenses, if any, resulting from said services provided beyond the applicable time periods.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds, subject to the provisions of Section 4.2.2.6 and 4.2.4.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 Only if provided for in Architect's scope of services, the **Architect** shall furnish to Owner surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 Only if provided for in Architect's scope of services, the **Architect** shall furnish to Owner services of geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations as referenced in the Scope of Services.

§ 5.7 Intentionally omitted.

§ 5.8 Intentionally omitted.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect or Contractor in this Agreement or the Owner's agreement with Contractor, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance and other liability insurance, as appropriate to the services or work provided.

§ 5.10 Only if provided for in Architect's scope of services, the Architect shall furnish to Owner tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service; provided, however, that nothing contained in this Subparagraph 5.12 shall excuse or relieve the Architect or any of its consultants of any of their obligations or responsibilities under this Agreement. Owner and Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the Contract Documents provided by Architect and their consultants.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate

to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project that affect the Architect's services or responsibilities. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement, as provided in Section 3.6.1.1. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 Intentionally Omitted

§ 6.2 Intentionally Omitted

§ 6.3 Intentionally Omitted

§ 6.4 Intentionally Omitted

§ 6.5 Intentionally Omitted

§ 6.6 Intentionally Omitted

§ 6.7 Intentionally Omitted

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish necessary protocols governing such transmissions. Any modifications made by the Owner to any of the Architect's documents, or any reuse of the documents without written authorization or adaptation by the Architect will be at the Owner's sole risk and without liability to the Architect.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights; provided, however, completion of the services and payment in full of all monies due to the Architect, Architect and the Architect's consultants hereby transfer to Owner co-ownership of such Instruments of Service, including Drawings and Specifications on a non-exclusive basis, and Owner holds and retains by this Agreement all common law, statutory and other reserved rights, including copyrights on a non-exclusive basis. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement and payment in full of all monies due to the Consultant, the Architect grants to the Owner a nonexclusive co-ownership interest to the Architect's Instruments of Service including for purposes of constructing, using, maintaining, altering and adding to the Project or for other business purposes of Owner, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive ownership rights from the Architect's consultants consistent with this Agreement. The co-ownership interest granted

under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material and equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project or any project that may have similar concepts developed for the Project, or for other business purposes of Owner. If the Architect or Owner rightfully terminates this Agreement for cause as provided in Section 9.4 or Section 9.5, Owner retains the nonexclusive co-ownership right to the Instruments of Service (including Drawings and Specification) per Sections 7.2 and 7.3 for purposes of completion of the Project, for Owner's ongoing business purposes and all other purposes.

§ 7.3.1 In the event the Owner as authorized by the non-exclusive co-ownership interest granted in Section 7.3 uses the Instruments of Service without retaining or continuing to retain the Architect or other the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any ownership rights or license granted herein to another party (other than the City or the County that owns title to the Project, as the case may be) without the prior written agreement of the Architect, except as otherwise contemplated herein. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The waivers required hereunder shall be void and of no force and effect to the extent they would, if enforced, result in the denial of coverage or payments under the applicable insurance policies.

§ 8.1.3 Indemnification

§ 8.1.3.1 The Architect shall indemnify and hold the Owner and each of their respective officers, agents, servants and the Owner's officers and employees ("Indemnitees") harmless from and against damages, losses, cost, expense, liability, injury, and judgments including legal fees and disbursements, court costs, costs of experts and other witnesses and other costs of defense (collectively, "Claims") that any of the Indemnitees may directly sustain, suffer or incur to the extent that such Claims are caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or the indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. Architect agrees to and does hereby assume, on behalf of each of the Indemnitees, the defense of any action (except for professional liability claims) at law or in equity which may be brought against Indemnitees, upon or by reason of such Claims and to pay on behalf of all of the Indemnitees, upon its demand, the amount of any judgment that may be entered against the Indemnitees, in any such action.

§ 8.1.3.2 In addition to the foregoing indemnity in Section 8.1.3.1 above, for all claims not arising out of the Architect's professional services, the Architect hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Architect, its employee or consultants, or otherwise, and to all property, caused by, resulting from, arising out of or occurring in connection with the execution of the Work and within the Architect's scope of services hereunder. Except to the extent expressly prohibited by statute or other non-waivable applicable law (including as may be prohibited under the Texas Local Government Code 271.904 and Tex. Civ. Prac. & Rem. Code Ann. § 130.002(c) or otherwise), should any Claims (as hereinafter defined) for such damage or injury (including death resulting therefrom) be made or asserted, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON THE OWNER'S OR INDEMNITEES' (AS DEFINED BELOW) ALLEGED STRICT LIABILITY AND REGARDLESS OF WHETHER THE CLAIMS INCLUDE ALLEGATIONS OF OWNER'S OR INDEMNITEES' SOLE OR CONTRIBUTORY NEGLIGENCE OR PARTICIPATION IN THE WRONG OR BREACH OF A STATUTORY DUTY OR OBLIGATION, IT BEING THE EXPRESS INTENT OF THE PARTIES HERETO THAT THE ARCHITECT SHALL INDEMNIFY OWNER AND THE INDEMNITEES FOR ITS OR THEIR SOLE OR CONTRIBUTORY OR NEGLIGENT ACTS.

§ 8.1.3.3 In addition to the foregoing indemnity in Section 8.1.3.1 above, for all claims not arising out of the Architect's professional services, the Architect shall release, protect, defend, indemnify, and hold harmless the Indemnitees from and against all damages directly or indirectly asserted by third parties for any death or personal or bodily injury or disability, or any property damage or loss asserted by third parties, but only to the extent resulting from the gross negligence or willful misconduct of any of the Architect and its officers, employees, agents, subcontractors and representatives, and any heirs, successors, and assigns of any of the foregoing ("Architect Related Parties"). The Owner shall release, protect, defend, indemnify, and hold harmless the Architect Related Parties from and against all damages directly or indirectly asserted by third parties for any death or personal or bodily injury or disability, or any property damage or loss asserted by third parties, but only to the extent resulting from the gross negligence or willful misconduct of any of the Indemnitees.

§ 8.1.3.4 The Architect shall fully release, indemnify and defend the Owner and Indemnitees from and against, and hold each of them harmless from, all damages arising out of or related to any of the taxes imposed on the Architect in connection with the Work and the Contract Documents.

§ 8.1.3.5 The Architect shall fully release, indemnify and defend the Owner and Indemnitees from and against, and hold each of them harmless from, all damages arising out of or related to any deficiency in, or the lack of, insurance coverage required to be maintained by the Architect.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or

entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, and due to no fault of the Architect, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Intentionally Omitted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction; except that the term "Work" shall be deemed to refer only to that portion of the Project designed and/or specified by Architect and its consultants, and not to portions of the Project designed and/or specified by the Owner's Consultants or by another party.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows. Any changes to the scope of work including the general conditions, overhead rate, and profit must be jointly agreed to by both the Owner and Contractor in the life of the Contract. The Contract will not allow the use of a general percentage markup or a cost plus a percentage of cost method of pricing:

.1 See Exhibit A

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« See Exhibit A - Architects proposal »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« See Exhibit A - Architects proposal »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« See Exhibit A - Architects proposal »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: See Exhibit A - Architects proposal dated January 17, 2024

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«[See Exhibit ____] »

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as listed below. Any payments submitted for reimbursement must have the following documentation, including, but not limited to invoices, receipts, mileage tracking, expense reports, and timesheets. All reimbursements must be related to the Project. The Contractor may provide fully burdened labor rates for reimbursement, but cost plus a percentage reimbursements are not allowed.

- .1 Transportation;
Note: cost reimbursement for travel outside of the City of Houston is prohibited.
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project other than identified in the Scope of Work approved;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits (if Owner requests such insurance) in excess of that normally maintained by the Architect's consultants;
- .9 Owner is tax exempt
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent (« 0 » %) of the expenses incurred.

§ 11.9 Intentionally Omitted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero » (\$ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally Omitted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 60 days of receipt of the Architect's invoice. Payments are subject to City compliance reviews before reimbursement is paid. The City may hold reimbursement for non-compliance by the Contractor, which would suspend the 60 day count until compliance is met. Amounts unpaid « sixty » (« 60 ») days after the invoice date shall be considered overdue for the purpose of Section 9.1, and shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« From and after the invoice date at a rate equal to three points above the prime rate published in the Wall Street Journal on such date, and the Architect shall be entitled to reimbursement of all reasonable costs of collection thereof, including reasonable legal and arbitration fees.»

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect is in breach of its obligations to maintain professional liability insurance as required

by Section 2.5.5 or Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« No Individual Liability. Notwithstanding any other provision of this Agreement to the contrary, in no event and under no circumstances shall any individual person who is a Partner, Officer, Director, Shareholder, Manager, Member, Employee, Agent, or Representative of Owner (provided that Owner is a partnership, corporation, LLC, or similar entity) or Architect, or any affiliate (at any tier), successor, or assign of either Owner or Architect, have any personal liability for any term, covenant, agreement or undertaking in this Agreement (express or implied), all such personal liability being mutually expressly waived. »

The Architect shall comply with any applicable terms and requirements of that certain Development, Construction, Operations, Maintenance and Concession Agreement by and among the Owner, the City of Houston and Harris County regarding the Buffalo Bayou East 10-year plan (the "Tri-Party Agreement") with respect to the Work and the Project. If there is any conflict between the terms of this Agreement and the Tri-Party Agreement, the terms of the Triparty Agreement shall control.

The following clauses are required by the City of Houston.

« Minority and Women Business Enterprise Compliance

1. Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances and the applicable Office of Business Opportunity's ("OBO") Policies and Procedures. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 25% of the value of this Agreement to MWBEs ("Stated MWBE goal") through the life of the Contract. If the Contractor is a certified MBE or WBE, Contractor may count toward goals the work that it commits to perform with its own work force, capped at 50% of the total advertised goal. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with OBO and will comply with them.
2. For purposes of this paragraph, "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date of this Agreement and each anniversary thereof. If the term of this Agreement exceeds one Contract Year and Contractor's MWBE participation level in a Contract Year is less than the Stated MWBE goal, then within 30 calendar days of the end of each Contract Year Contractor must provide a written explanation to both the Director and Office of Business Opportunity Director ("OBO Director") of the following: (1) the discrepancy between Contractor's MWBE participation level and the Stated MWBE goal, (2) the reason for the discrepancy, and (3) Contractor's good faith efforts (in accordance with the City's policy) towards achieving the Stated MWBE goal. As part of the good faith efforts assessment, the OBO Director may consider Contractor's failure to timely submit the notice or explanation required by this provision and the OBO Director may impose sanctions or other penalties on Contractor for said failures in accordance with Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy.
3. Contractor shall maintain records showing:
 - a. Subcontracts and supply agreements with Minority Business Enterprises;
 - b. Subcontracts and supply agreements with Women Business Enterprises;
 - c. Subcontracts and supply agreements with Small Business Enterprises (if any);
 - d. Written confirmation from MWBE subcontractors and suppliers that they are participants on the contract; and
 - e. Specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the OBO Director in the form and at the times he or she prescribes.

4. Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:
 - a. [Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
 - b. Within five (5) business days of execution of this subcontract, Contractor [prime contractor] and Subcontractor shall designate, in writing, to the City of Houston's OBO Director ("the OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.
 - c. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

« Section 3

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").

The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

The Award Recipient, Contractor, or Development Owner agrees to send to each labor organization or representative of workers with which the Award Recipient, Contractor, or Development Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Award Recipient, Contractor, or Development Owner's commitments under this section of the Contract and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

The Award Recipient, Contractor, or Development Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. The Award Recipient, Contractor, or Development Owner will not subcontract with any subcontractor where the Award Recipient, Contractor, or Development Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.

The Award Recipient, Contractor, or Development Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Award Recipient, Contractor, or Development Owner's obligations under Section 3 Regulations.

Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

« Pay or Play

1. Purpose. The purpose of the City of Houston's Pay or Play Program is (a) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and (b) to recognize and account for the fact that there are costs associated with the health care of the uninsured. The requirements and terms of the Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. In the event of a conflict between Executive Order 1-7 and this section, Executive Order 1-7 shall control.
2. Covered Employees. The Pay or Play Program applies to employees of a Contractor and its subcontractor, including contract labor, who are over age 18, work at least 30 hours per week, and work any amount of time under this Agreement or under an associated subcontract ("Covered Employees"). Contractor may submit a Pay or Play Program Employee Waiver Request (POP 8 Form) for individual employees that meet the stated criteria. The Director of the City's Office of Business Opportunity (OBO Director) will review POP 8 Forms and either approve or disapprove the requested waiver at his or her sole discretion.
3. Consent. Contractor acknowledges and agrees to comply with the Pay or Play Program and its requirements as evidenced in Exhibit ___, Pay or Play Program Acknowledgment Form (POP 1 Form).
4. Election of Pay or Play. Contractor has elected to either "Pay" or "Play" as evidenced in Exhibit ___, Pay or Play Program Certification of Agreement (POP 2 Form).
 - a. If Contractor elects to "Pay," Contractor shall contribute \$1.00 per covered employee per hour for work performed under this Agreement as set forth in POP 2 Form. Contractor agrees to submit Pay or Play Program Contractor / Subcontractor Reporting Form – Pay Option (POP 5 Form) on a monthly basis along with its payment. Contractor shall submit an initial POP 5 Form with the second invoice. Payments based on monthly reports are due with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted with the POP 5 Form.
 - b. If Contractor elects to "Play," Contractor shall, as set forth in POP 2 Form, offer to Covered Employees health benefits which meet or exceed the following standards: (i) The employer contributes no less than 75% of the total premium costs per covered employee per month toward the total premium cost; and (ii) The covered employee contributes, if any amount, no greater than 25% of the total monthly premium costs. Contractor agrees to provide proof of coverage, including documentation from insurance provider and names of Covered Employees using Pay or Play Program Contractor / Subcontractor Reporting Form – Play Option (POP 7 Form) on a quarterly basis. If Contractor is self-insured, Contractor may submit Pay or Play Program Compliance for Self Insured Contractor (POP 9 Form). The OBO Director will review the POP 9 Form and either approve or disapprove the requested at his or her sole discretion.
 - c. Contractor may change its election at any time by submitting a new POP 2 Form at least 30 days in advance of it taking effect as long as Contractor is either "Paying" or "Playing" during the entire Contract Term.
5. Subcontractors. Contractor must submit Pay or Play Program List of Subcontractors (POP 3 Form) within 7 days of receiving a Notice to Proceed. Contractor is responsible for compliance with Subsection (4) on behalf of Covered Employees of subcontractors, including its own contract labor, with subcontracts valued at or greater than \$200,000, if the subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of POP 2 Form, and either POP 5 Form with payment (Pay), or POP 7 Form with supporting documentation (Play). Contractor must also require its subcontractors to maintain the same records as Contractor and cooperate in any audit or inspection in accordance with this Agreement.
6. Compliance and Enforcement. The City's Office of Business Opportunity and Contract Compliance Office will audit Pay or Play Program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines, penalties and debarment. All of the above POP forms, as they may be amended from time-to-time, can be downloaded from: <http://www.houstontx.gov/obo/Pay-Or-Play-Forms>. If any information submitted is found to be incorrect, misleading, or submitted coercively, any waiver or request

will be null and void, cancelled retroactively, and Contractor will be required to pay in accordance with Subsection(4)(a) above as determined by the OBO Director.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B103™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« N/A »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A – Architect’s scope of service dated January 17, 2024 (REVISED)

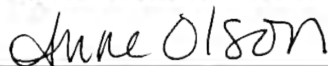
Exhibit B – Architects Design Schedule

[] Other Exhibits incorporated into this Agreement:

« »

- .4 Other documents:
 1. Attachment 1 – Required Contract Clauses - Minority, Women and Small Business Enterprises – Participation Plan, Letter of Intent, and Subcontracting Agreement Completed by Kimley-Horn
 2. Attachment 2 – Required Contract Clauses - Pay or Play– Completed by Kimley-Horn
 3. Attachment 3 – Required Contract Clauses - Section 3 Regulations Participation Plan and Letter of Intent
 4. Attachment 4 – City of Houston Good Faith Efforts Policy
 5. Attachment 5 - Contractor Pre-Award Compliance forms – Submitted with SOQ

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

« Anne Olson, President of The Buffalo Bayou Partnership, a Texas non-profit corporation »

(Printed name and title)



ARCHITECT (Signature)

«Bradley J. Hill, Regional Contract Lead »
«Kimley-Horn and Associates, Inc. »

(Printed name, title, and license number, if required)

EXHIBIT G – MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS

From the City of Houston’s MWBE Policy

MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS

Date:	February 23, 2024
Bid Number:	N/A
Formal Bid Title:	Marron Park Way Construction Project

Name of Certified MWBE	Street Address, City, State, Zip Code, Tel # & Email	Certification Type (✓)		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
		MBE	WBE			
Asakura Robinson Company, LLC	2500 Summer Street, Suite 3228 Houston, TX 77007 hanley@asakurarobinson.com 713.938.9048	✓		541320	Landscape Architecture	18.96%
Gorrondona & Associates, Inc.	15710 John F. Kennedy Boulevard, Suite 200 Houston, TX 77032 mewing@ga-inc.net 281.929.9752	✓		541370	Survey	7.36%
Samoo Engineering, LLC	6975 Portwest Drive, Suite 120 Houston, Texas 77024 fsamoo@samooengineering.com 832.859.5081	✓		541380	Geotechnical Engineering	9.96%
TLC Engineering, Inc.	8204 Westglen Drive Houston, TX 77063 lonycouncil@tceeng.com 713.868.6900	✓		541330 236200	Construction Management	3.00%

TOTAL Kimley-Horn and Civitas Fee	\$ 365,740
MWBE PARTICIPATION AMOUNT	\$ 236,560
TOTAL BID AMOUNT	\$ 602,300

MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS - CONTINUED

If you have exhausted your best efforts to comply with the City's MWBE Policy by seeking subcontracts and/or subconsultant agreements with certified minority and women business enterprises, in addition to MWBE Prime level participation (if applicable) but failed to meet the MWBE contract goal of this bid document, list your good faith efforts to demonstrate compliance below. For more information, please review the Good Faith Efforts Policy which can be found on the OBO website at www.houstontx.gov/obo.

****All firms listed must be certified by the Office of Business Opportunity at the time of bid submission. This completed MWBE participation plan/good faith efforts must be returned with the submission documents.**

The undersigned will enter into formal subcontracting Agreement (s) with the MWBE subcontractors/subconsultants listed on this participation plan upon award of a contract from the City.

Kimley-Horn and Associates, Inc.
Bidder Company Name


Signature of Authorized Officer/Agent/Bidder & Title

Nicholas Holscher, P.E. | Vice President
Print or Typed Name of Authorized Officer/Agent/Bidder & Title

February 23, 2024
Date

EXHIBIT H – MWBE LETTER OF INTENT

LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston Administering Department Date: 2/23/24

Project Name and Number Marron Park Way Construction Project

Bid Amount: \$602,300 M/W/BE Goal: \$150,575 | 25%

Kimley-Horn and Associates, Inc. Prime Contractor, agrees to enter into a contractual agreement with

Asakura Robinson Company, LLC MWBE Subcontractor, who will provide the following goods/services in connection

with the above-referenced contract: Marron Park Way Construction Project

for an estimated amount of \$ 114,200 or 18.96 % of the total contract value.

Asakura Robinson Company, LLC (M/W/BE Subcontractor) is currently certified with the City of Houston's Office of Business Opportunity to function in the aforementioned capacity.

Kimley-Horn and Associates, Inc. Prime Contractor

Asakura Robinson Company, LLC M/W/BE Subcontractor

Intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signature of Nicholas Holscher, P.E., Vice President, dated 2/23/24

Signature of Keiji Asakura, President, dated 02/21/2024

EXHIBIT H – MWBE LETTER OF INTENT

LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston Administering Department Date: 2/23/2024

Project Name and Number Marron Park Way Construction Project

Bid Amount: \$602,300 M/W/BE Goal: \$150,575 | 25%

Kimley-Horn and Associates, Inc., agrees to enter into a contractual agreement with Prime Contractor

Gorrondona & Associates, Inc., who will provide the following goods/services in connection MWBE Subcontractor

with the above-referenced contract: Marron Park Way Construction Project

for an estimated amount of \$ 44,300 or 7.36 % of the total contract value.

Gorrondona & Associates, Inc. (M/W/BE Subcontractor) is currently certified with the City of Houston's Office of Business Opportunity to function in the aforementioned capacity.

Kimley-Horn and Associates, Inc. Prime Contractor

Gorrondona & Associates, Inc. M/W/BE Subcontractor

Intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

[Signature] Signed (Prime Contractor) Nicholas Holscher, P.E.

Printed Signature Vice President 2/23/24 Title Date

[Signature] Signed (M/W/BE Subcontractor) James M. Ewing

Printed Signature Area Survey Manager 2-21-2024 Title Date

EXHIBIT H – MWBE LETTER OF INTENT

LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston Administering Department Date: 2/23/2024

Project Name and Number Marron Park Way Construction Project

Bid Amount: \$602,300 M/W/BE Goal: \$150,575 | 25%

Kimley-Horn and Associates, Inc., agrees to enter into a contractual agreement with Prime Contractor

Samoo Engineering, LLC, who will provide the following goods/services in connection MWBE Subcontractor

with the above-referenced contract: Marron Park Way Construction Project

for an estimated amount of \$ 59,960 or 9.96 % of the total contract value.

Samoo Engineering, LLC (M/W/BE Subcontractor) is currently certified with the City of Houston's Office of Business Opportunity to function in the aforementioned capacity.

Kimley-Horn and Associates, Inc. Prime Contractor

Samoo Engineering, LLC M/W/BE Subcontractor

Intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signature of Nicholas Holscher, P.E., Vice President, dated 2/23/24

Signature of Faisal A. Samoo, President, dated 2/21/2024

EXHIBIT H – MWBE LETTER OF INTENT

LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston Administering Department Date: 2/23/2024

Project Name and Number Marron Park Way Construction Project

Bid Amount: \$602,300 M/W/BE Goal: \$150,575 | 25%

Kimley-Horn and Associates, Inc. agrees to enter into a contractual agreement with Prime Contractor

TLC Engineering, Inc. who will provide the following goods/services in connection M/W/BE Subcontractor

with the above-referenced contract: Marron Park Way Construction Project

for an estimated amount of \$ 18,100 or 3 % of the total contract value.

TLC Engineering, Inc. (M/W/BE Subcontractor) is currently certified with the City of Houston's Office of Business Opportunity to function in the aforementioned capacity.

Kimley-Horn and Associates, Inc. Prime Contractor

TLC Engineering, Inc. M/W/BE Subcontractor

Intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Nicholas Holscher, P.E. Signed (Prime Contractor) Vice President 2/23/24 Title Date

Tony L. Council Signed (M/W/BE Subcontractor) Printed Signature TONY L. COUNCIL PRESIDENT Title Date

EXHIBIT I – CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. Asakura Robinson Company LLC (M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. Asakura Robinson Company LLC (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT I – CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. Gorronдона & Associates, Inc. (M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. Gorronдона & Associates, Inc. (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT I – CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. Samoo Engineering, LLC (M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. Samoo Engineering, LLC (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT I – CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. TLC Engineering, Inc. (M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. TLC Engineering, Inc. (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.



City of Houston Pay or Play Program Acknowledgement Form




It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program upon contract award and ensure the same on behalf of your subcontractors that may be subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

Fill out all information below and submit this form with your bid/proposal packet.

N/A - Marron Park Way Construction Project

Solicitation Number _____



Signature

February 23, 2024

Date

Nicholas Holscher, P.E.

Print Name

123122

City Vendor ID

Kimley-Horn and Associates, Inc.

Company Name

210.321.3432

Phone Number

nick.holscher@kimley-horn.com

Email Address

**For more information about the Pay or Play program please visit
<http://www.houstontx.gov/obo/popforms.html>.**

Questions about the Pay or Play Program should be referred to the Department POP Liaison; an updated contact list is available on the Office of Business Opportunity website or call the POP Contract Administrator at 832-393-0633.



Attachment 2 – Required
Contract Clauses - Pay or
Play– Completed by
Kimley-Horn

City of Houston
Pay or Play Program
Certification of Compliance



Prime Contractor: Kimley-Horn and Associates, Inc. Subcontractor: _____

Address: 11700 Katy Freeway, Suite 800, Houston, TX 77009

Outline Number: NA Contract Amount: \$ 602,300

Project Name: [Legal Project Name] Marron Park Way Construction Project

Contracting Department: Buffalo Bayou Partnership

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Prime/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree either to PAY, PLAY or BOTH for all covered employees. If selecting BOTH, the Contractor/Subcontractor may Pay on behalf of some covered employees and Play on behalf of the remaining covered employees.

The Prime/Subcontractor will comply with all provisions of the Pay or Play Program Requirements and will furnish all information and reports requested to determine compliance of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program).

The Prime/Subcontractor may agree to **“Pay”** \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

The Prime/Subcontractor may agree to **“Play”** by providing health benefits to each covered employee. The health benefits must meet the following criteria:

- The employer contributes no less than 75% of the total premium costs per covered employee per month toward the total premium cost.
- The covered employee contributes, if any amount, no greater than 25% of the total monthly premium costs.

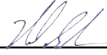
Please select whether you choose to:	Pay	Play	Both
		X	

The Prime/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The contractor is responsible to the City for compliance of covered employees of covered subcontractors.

Please indicate the estimated number of:	PRIME	SUB
Total Employees on City Job	6	
Covered Employees	6	
Non-Covered Employees	0	
Exempt Employees	0	

I hereby certify that the above information is true and correct.


Please Sign

February 23, 2024
Date

Nicholas Holscher, P.E. | Vice President

Please Print Name & Title



City of Houston Pay or Play Program Participating Subcontractors



Prime Contractor: Kimley-Horn and Associates, Inc
Project Number/Description: Marron Park Way Construction Project

POP Contact Person: Bob Deleonardis, P.E.
Address: 11700 Katy Freeway, Suite 800, Houston, TX 77079

Email: bob.deleonardis@kimley-horn.com
Phone: 281 920 6573

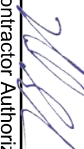
Note: Include ALL subcontractors (use additional form if necessary)

Subcontractor Name	Supplier Y/N?	Amount of Subcontract	Check One		Contact Person	Phone	Email Address	Mailing Address
			Pay	Both (Pay and Play)				
Asakura Robinson Company, LLC	N	\$114,200		X	Keiji Asakusa	713 936.9048	hayley@asakurarobinson.com	2500 Summer Street, Suite 3228, Houston, TX 77007
Gorronдона & Associates, Inc.	N	\$44,300		X	James M Ewing	281.929.9752	mewing@gc-inc.net	15710 John F. Kennedy Boulevard, Suite 200 Houston, TX 77032
Samoo Engineering, LLC	N	\$59,960		X	Faisal A Samoo	832.859.5081	fsamoo@samooenr.com	6975 Portwest Drive, Suite 120, Houston, Texas 77024
TLC Engineering, Inc.	N	\$18,100		X	Tony Council	713.868.6900	tonycouncil@tlceng.com	8204 Westglen Drive, Houston, TX 77063

*If the above information is found to be submitted fraudulently with the intent to bypass or deceive the purpose of the Pay or Play Program the contractor will be held liable for all compliance requirements from the inception of the contract. All subcontracts that surpass the \$200,000.00 threshold will be responsible for Pay or Play compliance from the inception of the contract.

Affidavit

I hereby solemnly affirm, certify and confirm that the total sub-contract value stated above is the final value of the contract (*) including all material costs, fuel, payroll, taxes, fees, profit sharing, labor or any payments in relation to the contracted work and no separate payment or contract has been made for the sub-contract under contract no. _____. The above sub-contract value includes all the costs related to work under the contract. The contractor and sub-contractor(s) agree to inform the Office of Business Opportunity of any related cost(s) added to the contracted work and re-submit POP-3 with the current value of the sub-contract. I understand that compliance with "Pay or Play" program is mandatory and nothing has been hidden to circumvent the program requirements.


Nicholas Holscher, P.E.
Vice President
Contractor Authorized Representative & Title
Date: 2/28/2024

SECTION 3 PARTICIPATION PLAN



PROJECT #: N/A

CONTRACTOR INFORMATION

Business Name: Kimley-Horn and Associates, Inc.		<input checked="" type="checkbox"/> Prime	<input type="checkbox"/> Sub
Business Address: 11700 Katy Freeway, Suite 800, Houston, TX 77079			
Project Title: Marron Park Way Construction Project	Certified Section 3 Business Concern		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PART I: BACKGROUND ON SECTION 3

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain Department of Housing and Urban Development financial assistance shall, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very-low persons.

PART II: SECTION 3 COMPLIANCE REQUIREMENTS

Section 3 compliance applies to all Prime and Subcontractors with a contract in excess of \$100,000.00 for housing construction, housing rehabilitation, and/or other public construction. Prime and Subcontractors at the aforementioned threshold amount must provide separate Section 3 Utilization Plans and a Statement of Compliance. Subcontractors with a contract of less than \$100,000.00 are not subject to the above rule.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for contractors to hire new persons to complete Section 3 covered contract activities. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that contractors and subcontractors commit to:

- 30% of all new full-time employment opportunities must be directed to Section 3 Workers¹

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need to subcontract any portion of a contract to another business. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Construction Contracts (Hard Costs): 10% of the construction budget must be directed to Section 3 Business Concerns; and
- Non-Construction (Soft Cost): 3% of the non-construction budget must be directed to Section 3 Business Concerns

PART III: SECTION 3 TRIGGER

- I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.
- I do not anticipate subcontracting any portion of the work on this contract.

***IF THERE IS NO ANTICIPATED THE NEED FOR HIRING OR SUBCONTRACTING, ON THIS PROJECT,CHECK BOTH BOXES ABOVE ***

1. A "Section 3 Worker" income for the previous or current calendar year is below HUD income limits, is employed by a Section 3 Business Concern or a Youth Build participant.
2. A "Section 3 Business Concern" is a business that provides evidence to qualify under one of the following HUD Regulations categories:
 - Category 1 - 51% owned and controlled by low-income person(s); or
 - Category 2 - 75% of business labor hours are performed by low-income persons; or
 - Category 3 – 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

SECTION 3 PARTICIPATION PLAN



PART V

Contractors and subcontractors that receive covered contracts in excess of \$100,000.00 with a need to subcontract any portions of the work to another business is subject to comply with Section 3 numerical goal requirements. The contractor plans to award at least 10% of construction-related and 3% of non-construction related activities to Section 3 Business Concerns. Contractors must complete the Section 3 Participation Plan by detailing all proposed subcontractors intended to be used to meet numerical goal requirements.

***Only contractors certified through the City of Houston, Housing and Community Development Department may be used towards Section 3 numerical goal requirements.**

***If subcontracting is utilized and this section is not completed, contractor's submission is deemed non-compliant.**

***10% Construction and 3% Non-Construction Contract Goal(s) are separate goal requirements.**

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
TLC Engineering, Inc.	Construction Management	Yes	\$18,100	3%
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		
		Select one		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$ 18,100
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	% 3%

Kimley-Horn and Associates, Inc.

Print Name/Company Name

Signature for Company

210.321.3432

Phone

2/23/2024

Date

***I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.**

LETTER OF INTENT TO PERFORM AS A SECTION 3 BUSINESS CONCERN



To: City of Houston
Housing and Community Development Department

Project name: Marron Park Way Construction Project **Project number:** N/A
Bid amount: \$602,300 **Section 3 goal:** 3%

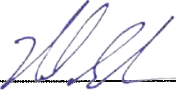

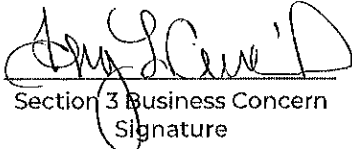
This shall serve as Kimley-Horn and Associates, Inc. commitment to enter into contract with the undersigned Section 3 Business Concern as indicated hereto.

TLC Engineering, Inc. is certified by the City of Houston, Housing and Community Development Department as a **Section 3 Business Concern** and prepared to perform the work described below in connection with the above project (Specify in detail work items or parts thereof to be performed):
Construction Management

at an estimated amount of (\$) \$18,100 or 3% contract value.
% of the total

The Prime contractor will enter into a formal agreement for work with the above-named Section 3 Business Concern contingent upon execution of a contract with the City of Houston.

The undersigned subcontractor acknowledges participation is contingent upon contract award to the Prime Contractor.

Kimley-Horn and Associates, Inc.		Vice President	2/23/24
Prime Contractor	Prime Contractor Signature	Title	Date
		PRESIDENT	2-20-24
Section 3 Business Concern	Section 3 Business Concern Signature	Title	Date

**CITY OF HOUSTON
OFFICE OF BUSINESS OPPORTUNITY GOOD FAITH EFFORTS POLICY**

General Policy.

Good Faith Efforts are steps taken to achieve a Contract Goal or other requirements which, by their scope, intensity and usefulness demonstrates the bidder's responsiveness to fulfill the business opportunity objective prior to the award of a contract, as well as the contractor's responsibility to put forth measures to meet or exceed the Contract Goal(s) throughout the duration of the contract.

Good Faith Efforts are required to be made and demonstrated by an apparent successful bidder on goal-oriented contracts or proposer on a regulated contract prior to award of a contract. Good Faith Efforts are required on professional services and construction contracts and on procurement of goods and non-professional service contracts with goals. If a bidder, when submitting a participation plan at the time of bid or proposal submission, anticipates it cannot or will not meet the Contract Goal(s) prior to the award, the bidder must demonstrate to Office of Business Opportunity ("OBO") it has made Good Faith Efforts to meet the Contract Goal(s), to be eligible for the contract award.

Good Faith Efforts shall be evaluated on a case-by-case basis in making a determination whether a bidder or contractor is in compliance with this policy. The efforts employed by a bidder or contractor should be those that one could reasonably expect a bidder or contractor to take if the bidder or the contractor were actively and aggressively attempting to obtain MWSBE participation sufficient to meet the Contract Goal(s). Efforts taken that are mere formalities or other perfunctory acts shall not be considered Good Faith Efforts to meet Contract Goals.

The factors provided herein are representative of the types of actions OBO will consider in determining whether the bidder or contractor made Good Faith Efforts to obtain MWSBE participation to meet the Contract Goal(s). The list of factors described below are not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. OBO may consider other factors or types of efforts that may be relevant in appropriate cases.

If a bidder or contractor fails to submit Good Faith Efforts documentation as provided in this Policy, it waives the right to appeal OBO decisions related to this Policy. OBO will review all the efforts made by the contractor, including the quality and quantity of those efforts.

Pre-Award.

A bidder must submit a participation plan, Document 00470, to OBO at the time the bidder submits the bid. If the participation by certified MWBE Primes and MWSBE subcontractors documented on the participation plan ("participation") is less than the Contract Goal(s), a bidder should submit a "Record of Good Faith Efforts," Document 00471, with the bid. A bidder should also submit a request for a deviation, using Document 00472, if the bidder, having used Good Faith Efforts, reasonably believes that it cannot meet the Contract Goal(s) or a commercially useful deviation.

In making a determination that the bidder has made a good faith effort to meet the Contract

Goal(s), OBO shall consider specific documentation¹ concerning the steps taken to obtain MWSBE participation, with a consideration of, by way of illustration and not limitation, whether the bidder demonstrated a genuine effort to comply with the following factors:

1. Attended any pre-bid or pre-proposal meetings scheduled by the City Department;
2. Followed up with MWSBEs that attended the pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities and contacted MWSBEs listed in the City's online directory;
3. Conducted outreach with minority and women focused organizations and associations far in advance of solicitation due date (no less than 14 business days);
4. Identified and designated portions of the work to be performed by MWSBEs to increase the likelihood of meeting the Contract Goals (including where appropriate breaking down the contract into reasonably sized subcontracts to ensure participation);
5. Advertised subcontracting opportunities in news media focused towards minority and women persons far in advance of solicitation due date;
6. Provided MWSBEs with a point of contact that was knowledgeable about the project and possessed decision-making authority to answer questions from interested MWSBEs;
7. Provided a reasonable number of MWSBEs certified with timely written notices via email, mail, and/or fax and/or with documented contact regarding the subcontracting/supplier opportunities. A "reasonable number of MWSBEs" shall be based on the number of MWSBEs available in the directory;
8. Solicited the MWSBEs within a reasonable amount of time (no less than seven business days) before bid submission, as well as followed up with the MWSBEs solicited to determine if they were interested in submitting a bid or proposal or participating on a team.
9. Provided interested MWSBEs certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract;
10. Negotiated in good faith with interested MWSBEs, and not rejecting MWSBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
11. Entered into a formal contract, or signing enforceable letters of intent with MWSBEs;

¹ A list of common supporting documentation that may allow Contractors to support their good faith efforts can be found on the Office of Business Opportunity website at www.houstontx.gov/obo.

12. Provided an explanation to any MWSBE whose bid or price quotation is rejected, unless another MWSBE is accepted for the same work, as follows:
 - a. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected MWSBE firm;
 - b. Where price competitiveness is the reason for rejection, a meeting must be held with the price-rejected MWSBE, if requested, to discuss the rejection;
13. Ensured that MWSBE Supplier participation did not account for more than 50% of the MWSBE participation plan.
14. Made efforts to assist interested MWSBEs in obtaining bonding, lines of credit, insurance required for the contract, and documenting MWSBE denied by bona fide surety agents;
15. Ensured that the conditions and requirements for subcontracts and supply agreements are commensurate with industry standards and would not cause an economic hardship on MWSBEs, such as unnecessary insurance or coupling bid bonds with retainage; and
16. Incorporated efforts not attempted earlier or on previous bids that appear more likely to lead to attaining the Contract Goal. Past performance on similar contracts with similar scopes will also be taken in consideration when determining Good Faith Efforts. A bidder that continues to make same efforts without any significant change in the level of participation may not be making Good Faith Efforts.

Post–Award.

The contractor must sign the approved participation plan (Document 00470 or Document 00570) prior to starting work on the Project. A contractor should submit a request for deviation from OBO if the contractor, having made Good Faith Efforts, reasonably believes that it will not achieve the Participation Plan Percentage documented in the approved participation plan. If participation is less than anticipated in the approved participation plan, the contractor must submit supporting documentation evidencing their Good Faith Efforts. A contractor that fails to submit a deviation request and Good Faith Efforts documentation waives the right to appeal OBO decisions related to this Policy.

If the contractor is awarded the contract and fails to achieve the established Participation Plan Percentage(s), the contractor must demonstrate to OBO its efforts to meet the Participation Plan Percentage(s) and failure to do so based on circumstances that the contractor could not reasonably control. In determining whether the contractor made Good Faith Efforts to ensure full participation and achievement of the Participation Plan Percentage, OBO shall consider the following factors:

1. Whether the contractor designated an MWSBE liaison officer to administer the Contractor’s MWSBE programs and to be responsible for maintenance of records of Good Faith Efforts.

2. Whether the contractor furnished prompt MWSBE Utilization Reports in a timely and accurate manner through the online Contract Monitoring System or via hard copy.
3. Whether the contractor responded to efforts to resolve disputes with MWSBEs, and genuinely attempted to resolve these issues.
4. Whether the contractor disclosed payment discrepancies timely and within the monthly reporting period;
5. Whether the contractor complied with the participation plan, unless the contractor received a deviation from the OBO Director and whether upon approval, the contractor made Good Faith Efforts to replace a removed MWSBE with another certified firm;
6. Whether MWSBE Supplier participation accounted for more than 50% of the MWSBE participation plan;
7. Whether the contractor provided an explanation to any MWSBE whose price quotation was rejected due the following reasons:
 - Where price competitiveness was not the reason for rejection, a written rejection notice which includes the reason for rejection shall be sent to the MWSBE firm.
 - Where price competitiveness was the reason for rejection, a meeting must be held with the MWSBE firm, if requested, to discuss the rejection.
8. Whether the contractor furnished prompt written responses to written inquiries from the Director or any employee of OBO regarding the MWSBE's performance or information germane to the MWSBE's certification;
9. Whether the contractor ensured that at all times during the performance of any contract or subcontract the MWSBE firm is engaging in a commercially useful function as that term is defined in Chapter 15 of the City of Houston Code of Ordinances;
10. Whether the contractor provided the OBO information, or other material, that was factually accurate and free of material misrepresentation;
11. Whether the contractor furnished prompt responses to requests for information, books and records needed to verify compliance from the department administering the Contract, the City Attorney and the City Controller;
12. Whether the contractor attended all meetings and mediation hearings as requested by the Director or his/her designee; and
13. How the contractor may be affected by change orders, with consideration given to the size of the change orders.

Change Orders.

The requirement to make Good Faith Efforts to achieve the approved Participation Plan Percentage is applicable to change orders. Contractors should make Good Faith Efforts to ensure that the Participation Plan Percentage remains substantially the same after the issuance of change orders. If a contractor cannot maintain substantially the same level of participation provided in the latest approved Participation Plan, the contractor shall submit Document 00572, "Post-Award Plan Deviation Request," to the OBO for review and potential approval. In addition to other relevant factors, in evaluating whether Good Faith Efforts were made by the contractor to meet the Participation Plan Percentage despite change orders, the OBO Director shall consider the contractor's efforts to timely and efficiently deliver the project.

END OF DOCUMENT



COMPLETED BY BUSINESS ENTITIES

INFORMATION

Name of Organization **Kimley-Horn and Associates, Inc.**

Address **11700 Katy Freeway, Suite 800, Houston, TX 77079**

DISCLOSURE

Is any employee, director, officer, or anyone else associated with your organization, or any of their immediate family member(s)*, currently or within the past year an employee, agent, consultant, officer, elected or appointed official, sub-recipient, or vendor of the City of Houston?

Yes (see below) No

*Includes, whether by blood, marriage, or adoption: spouse, parent (including a stepparent), child (including a stepchild), sibling (including a step-sibling), aunts/uncles, nieces/nephews, grandparent, grandchild, great grandparents, and great grandchildren, and in-laws.

Please indicate the names, positions, and telephone numbers for each person applicable to the above question, including yourself (if applicable)

Name	Position and City Department	Telephone Number

Please fill out additional forms as needed.

APPLICANT SIGNATURES

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729. Under penalties of perjury, I/we certify that the information presented above is true and accurate to the best of my/our knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a FELONY if he/she knowingly and willfully makes a false statement to any department of the United States Government. I/we understand that this application may be delayed or found ineligible if a conflict of interest is found to exist and no waiver is granted.

By _____ Date **2/26/2024**
 Name: **Nicholas Holscher, P.E.**
 Title: **Vice President**

FOR PROGRAM STAFF USE ONLY

Does applicant list a potential conflict of interest? Yes (Forward to PGM) No (STOP-process normally) _____
 Initials and Date

STEP 1: _____
 Date of Legal _____
 Initials and Date

STEP 2: _____
 Will HCD request a waiver? Yes No

STEP 3: _____
 Date of Legal _____
 Initials and Date

STEP 4: _____
 Date of Public Disclosure _____
 Initials and Date

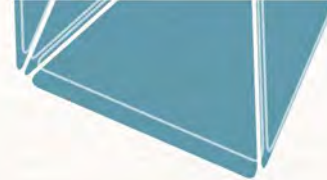
STEP 5: _____
 Was the waiver approved? Yes No

STEP 6: _____
 Date of Waiver _____
 Initials and Date

THIS SECTION SHOULD ONLY BE USED IF THE WAIVER DENIED.

DIRECTOR'S OFFICE
 Did Legal assent to the use of non-federal funds? Yes (Attach written confirmation. Send to Director) No (STOP-applicant ineligible) _____
 Initials and Date

DIRECTOR
 Use of non-federal funds granted? Yes (Attach funding source) No (STOP-applicant ineligible) _____
 Initials and Date



CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="margin-left: 40px;">Kimley-Horn and Associates, Inc.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">N/A</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="margin-left: 40px;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="text-align: center; margin-left: 40px;"> _____ Signature of vendor doing business with the governmental entity </p> </div> <div style="width: 35%; text-align: center;"> <p style="margin-bottom: 5px;">October 13, 2023</p> _____ Date </div> </div>		



HOUSE BILL 89 VERIFICATION

Marron Park Way RFQ

House Bill 89 Verification

I, Aaron Rader (Person name), the undersigned representative of (Company or Business Name) Kimley-Horn and Associates, Inc. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- a) Does not boycott Israel currently; and
- b) Will not boycott Israel during the term of the contract the above-named Company, business or individual with the BBP.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

October 3, 2023
DATE

Aaron K Rader, P.E.
SIGNATURE OF COMPANY REPRESENTATIVE

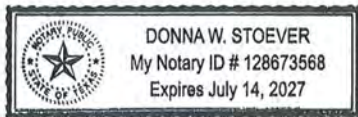
STATE OF Texas

§ COUNTY OF Harris

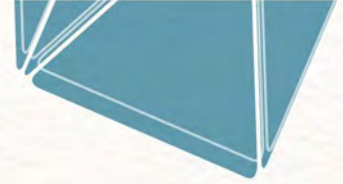
On this day, BEFORE ME, the undersigned, personally appeared Aaron Rader, the Vice President of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of October, 2023.

[SEAL]



Donna W. Stoever
NOTARY PUBLIC in and for the State of Texas



DELINQUENT STATE BUSINESS TAX CERTIFICATION

Marron Park Way RFQ

Delinquent State Business Tax Certification

All Respondents shall certify that Respondent (prime contractor) is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

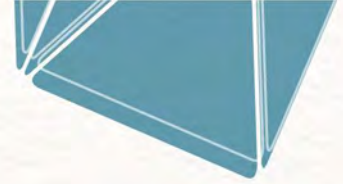
DATE: October 13, 2023

SIGNATURE: *Aaron K Rader, P.E.*

NAME / TITLE: Aaron Rader, P.E. | Vice President

RESPONDENT/

CONTRACTOR: Kimley-Horn and Associates, Inc.



ANTI-COLLUSION STATEMENT

Marron Park Way RFQ

Anti-Collusion Statement

The undersigned, as Respondent, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Respondent has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

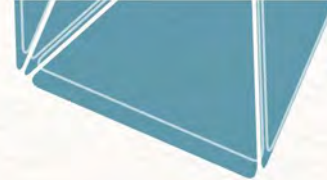
DATE: October 13, 2023

SIGNATURE: Aaron K Rader, P.E.

NAME / TITLE: Aaron Rader, P.E. | Vice President

RESPONDENT/

CONTRACTOR: Kimley-Horn and Associates, Inc.



DECLARATION OF HIRE HOUSTON FIRST DESIGNATION

Marron Park Way RFQ

Declaration of Hire Houston First Designation

DIRECTIONS: Execute the declaration below regarding your company's status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.** If your company does not have a HHF designation and would like to apply for designation go to: www.houstontx.gov/obo/hirehoustonfirst.html at least 10 working days prior to submitting a bid or proposal.

1. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated **City Business (CB)**. A valid certificate of designation is attached.

_____ / _____
Print Name Signature Date

2. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated **Local Business (LB)**. A valid certificate of designation is attached.

_____ / _____
Print Name Signature Date

Kimley-Horn is not eligible for designation as Hire Houston First. However, subconsultants Asakura Robinson and Civitas Engineering Group, LLC, are designated as City/Local Businesses.



January 17, 2024 (REVISED February 20, 2024)

Mr. Ian Rosenberg
Buffalo Bayou Partnership
1019 Commerce St, Suite 200
Houston, TX 77002

**RE: *Professional Services Agreement
Marron Park Way***

Dear Mr. Rosenberg:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Buffalo Bayou Partnership (“Client”) for the above referenced project. The proposed services will be provided in accordance with the terms and conditions set forth herein. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

Kimley-Horn understands that the Client intends to construct a 2-lane, 22’ City of Houston public roadway spanning from Drennan Street to Lockwood Drive. This scope of services includes construction drawings, permitting, and construction phases services for the project. The following assumptions have been made in this scope of services.

- Per coordination with City of Houston Stormwater Senior Plan Analyst Jahsi Nkululeko on 9/21/2021, the subject tract falls within a designated area immediately adjacent to Buffalo Bayou that will not require stormwater detention onsite as long as the stormwater can be conveyed directly to the bayou. As part of a separate project, a stormwater outfall is being designed and constructed that will accommodate the projects’ flow. A separate stormwater outfall is not required for this work.
- Based on FEMA FIRM 48201C0690N, the project is not located within the floodplain. No floodplain mitigation will be required.
- In order to serve future developments along the north side of this section of Marron Park Way, it is anticipated that new public water and sewer lines will be designed and constructed as part of this project. These utilities will span from Drennan Street to the portion of the roadway being designed by the County, at which point will connect into new water and sewer lines that are being designed as part of that scope of work.
- The roadway will require a plat to dedicate the future right of way. It is understood that the proposed right of way section will be 60’ wide. Being that the existing railroad right of way section is 50’ wide, a 10’ strip of land will be taken from the north side of the existing railroad right of way to achieve the desired right of way width.
- A traffic impact analysis has been prepared by Kimley-Horn as part of a separate contact with Buffalo Bayou Partnership. No additional traffic impact analysis scope is part of this contract. No traffic signals are anticipated as part of this specific segment of Marron Park Way.



February 20, 2024

Mr. Ian Rosenberg
Buffalo Bayou Partnership
1019 Commerce St, Suite 200
Houston, TX 77002

**RE: *Professional Services Agreement
Marron Park Way***

Dear Mr. Rosenberg:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Buffalo Bayou Partnership (“Client”) for the above referenced project. The proposed services will be provided in accordance with the terms and conditions set forth herein. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

Kimley-Horn understands that the Client intends to construct a 2-lane, 22’ City of Houston public roadway spanning from Drennan Street to Lockwood Drive. This scope of services includes construction drawings, permitting, and construction phases services for the project. The following assumptions have been made in this scope of services.

- Per coordination with City of Houston Stormwater Senior Plan Analyst Jahsi Nkululeko on 9/21/2021, the subject tract falls within a designated area immediately adjacent to Buffalo Bayou that will not require stormwater detention onsite as long as the stormwater can be conveyed directly to the bayou. As part of a separate project, a stormwater outfall is being designed and constructed that will accommodate the projects’ flow. A separate stormwater outfall is not required for this work.
- Based on FEMA FIRM 48201C0690N, the project is not located within the floodplain. No floodplain mitigation will be required.
- In order to serve future developments along the north side of this section of Marron Park Way, it is anticipated that new public water and sewer lines will be designed and constructed as part of this project. These utilities will span from Drennan Street to the portion of the roadway being designed by the County, at which point will connect into new water and sewer lines that are being designed as part of that scope of work.
- The roadway will require a plat to dedicate the future right of way. It is understood that the proposed right of way section will be 60’ wide. Being that the existing railroad right of way section is 50’ wide, a 10’ strip of land will be taken from the north side of the existing railroad right of way to achieve the desired right of way width.
- A traffic impact analysis has been prepared by Kimley-Horn as part of a separate contact with Buffalo Bayou Partnership. No additional traffic impact analysis scope is part of this contract. No traffic signals are anticipated as part of this specific segment of Marron Park Way.

- It is understood that permitting for this project will be through the Office of City Engineer (OCE) and Kimley-Horn will submit plans for review to the City through the ProjectDox website. Permitting review fees will be paid by Kimley-Horn and submitted to the Client as a reimbursable expense.
- It is assumed that there will be 2 progress submittals total for the project, including 50% CD and 100% CD (permit set).
- Kimley-Horn shall be entitled to rely on the completeness and accuracy of all materials provided by others in the completion of their scope of work under this agreement.
- Construction Phase tasks will require owner approval prior to proceeding.

SUBJECT SITE



SURVEY SCOPE

Task 1 - Topographic Survey Verification (Allowance)

Through a sub-consultant, Kimley-Horn will prepare a topographic survey verification of the subject future right of way. Given that construction and earthwork has been performed immediately adjacent to the roadway alignment, this task will be utilized to verify topographic information in relation to previous surveys that were performed prior to any construction. The survey will be prepared in accordance with the specifications below.

1. Horizontal and vertical control will be established.
2. Two originating benchmarks will be identified and up to three temporary benchmarks will be placed upon the site and noted on the survey, in detail.
3. Elevations will be obtained on a 60 foot by 60-foot grid with a 20-foot overlap onto adjacent properties where a right of entry has been obtained by the Client, including the location of any substantial, visible improvements in the overlap areas. Additionally, the topographic survey shall include a limited area within the public right-of-way.
4. Elevations will be obtained at a minimum on 60-foot intervals at the centerline, top of curb, gutter, edge of pavement and edge of shoulder along the near side of all adjoining roads.
5. Contour lines at a one-foot interval will be indicated on the survey map as dashed lines.
6. The size of pipes, invert elevations, and top of casting elevations will be obtained and indicated on the survey map for sanitary and storm sewers on the surveyed property or which appear to, or are known to, affect the subject property.
7. Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from Onecall, and available record drawings from Harris County, CenterPoint Energy, and ATT Telephone Company at the time of survey.
8. Surveyor is liable to show only that information which is marked and available at the time of survey. Surveyor is not responsible for other utility lines or plans that may exist or discovered during future investigation or uncovered during ongoing construction phases.

Task 2 - Boundary Survey for Platting

Kimley-Horn, through a subconsultant, will conduct limited survey fieldwork to retrace the boundary of the subject site per the Client-provided boundary survey and/or title commitment. The retracement consists of checking to see if corner monuments are intact and if the closure of the site boundary is within acceptable survey industry standards. If any boundary discrepancies or errors are discovered, Kimley-Horn will inform the Client; however, effort to further investigate or assist in resolving discrepancies/errors is excluded from the scope of this task. No deliverables will be produced under this task. The task is being performed only to determine if the property boundary per the Client-provided survey/title documents can be relied upon by Kimley-Horn in the completion of subsequent tasks of this agreement.

Task 3 - Tree Survey (If Required)

Kimley-Horn, through a subconsultant, will prepare a tree survey of the subject site consisting of the following:

- Locate and identify each existing tree within the boundary of the future right-of-way that has a 8-inch or larger trunk diameter. The location, generic tree type, and the trunk diameter for each of these trees will be noted on the survey.

The tree survey information generated in this task will be presented in a single PDF and CAD file with the boundary and topographic survey being generated under a separate task of this agreement.

Task 4 - Street Dedication Plat

Kimley-Horn, through a subconsultant, will prepare and submit a plat of the proposed street right of way to the local jurisdiction for review. Kimley-Horn will attend up to one meeting at which the plat will be considered for approval. If the plat is approved, KH will assist the Client with the process for recording the plat with the County.

This task excludes the preparation of variance applications, site plans, engineering studies/reports, etc. This task does not include revisions triggered by changes to the boundary requested by the Client or additional meetings or coordination efforts beyond those specifically listed above.

Task 5 - General Plan

Kimley-Horn, through a subconsultant, will prepare a General Plan update for the overall Lockwood South Development area. The General Plan will be prepared in general conformance with published City of Houston Criteria. The effort for this task includes addressing two (2) rounds of ordinary and reasonable review comments from the City and attendance at one (1) Planning and Zoning Commission meeting. City fees are not included in this scope of services and shall be paid directly by the Client or invoiced as a reimbursable expense. Response to additional rounds of comments and resubmissions of the General Plan will be considered beyond the scope of this task and will be billed as an additional service.

GEOTECHNICAL SCOPE

Task 6 - Geotechnical Report

Kimley-Horn, through a sub-consultant, will prepare a Geotechnical Investigation Report for the proposed roadway construction. The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with analyses of the results and recommendations. It is anticipated that a total of ten (10) borings will be taken from the subject property for this study. The report will address:

- Soil and groundwater conditions encountered at the boring locations;
- Paving recommendations;
- Utility related recommendations;
- Earthwork recommendations, including material and compaction requirements;
- Construction considerations related to soil and groundwater conditions at the borings;

An estimated budget has been provided based upon our experience on developments of this nature. However, site conditions vary widely by location and if additional effort is required beyond the specified budget, it will be considered an Additional Service.

The Client has directed Kimley-Horn to retain the Geotechnical Engineer as an assigned sub-consultant. Kimley-Horn is doing so solely for the administrative convenience of the Client. The Client understands and acknowledges that Kimley-Horn will not be responsible for the work of the Geotechnical Engineer and the Client will hold Kimley-Horn harmless for any issue arising out of Geotechnical Engineer's scope of services.

Task 7 - Optional Geotechnical Services

Kimley-Horn, through a subconsultant, will perform the following additional services as requested by the Client:

- Private Utility Locate- \$2,200
 - a. If requested by the Client, a private utility locate will be performed to determine if underground utilities are present in the project limits. The private utility locate will provide approximate depth, location, and type of facility of any underground utilities found within the project limits.
- Site Clearing- \$3,000
 - a. It is understood that site clearing may be required for boring access along certain stretches of the subject tract. This assumes one day of site clearing will be required.

Task 8 - Construction Materials Testing

Kimley-Horn, through a subconsultant, will conduct limited Construction Materials Testing (CMT) for the project in accordance with City of Houston standards.

For the purpose of this proposal, quantities and tests have been estimated based on past experience on similar projects. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is an estimate for budgetary purposes and the total fee will be based on the actual amount of technician time and laboratory testing required for the project. These services will be performed on a unit price basis.

The Client has directed Kimley-Horn to retain the Geotechnical Engineer as an assigned sub-consultant. Kimley-Horn is doing so solely for the administrative convenience of the Client. The Client understands and acknowledges that Kimley-Horn will not be responsible for the work of the Geotechnical Engineer and the Client will hold Kimley-Horn harmless for any issue arising out of Geotechnical Engineer's scope of services.

LANDSCAPE ARCHITECTURE SCOPE

Task 9 - Landscape Construction Documents

Based upon the client approved design development plans and estimated construction budgets, the landscape architect shall prepare construction documents for the project, including the following:

- Kick-off meeting with the client to discuss the project expectations and general character of the project.
- Perform a site visit to verify existing conditions provided on the survey, take photos, and verify location/assess general condition of existing trees to remain.
- Attend up to [18] coordination meetings with the client, relevant stakeholders, and consultant team.
- Prepare tree preservation and mitigation plans and details.
- Prepare irrigation plans and installation details. (NOTE: Landscape Architect will retain the services of a third-party licensed irrigator)
- Prepare landscape plan, planting details and plant schedules.
- Prepare a site furnishing plan.
- Prepare construction specifications for landscape portion of work.
- Assumes three (3) consolidated submissions; 50%, Issue for Bid and Permit, and Issue for Construction, or the equivalent.
- Prepare opinion of probable construction cost (OPCC).

Provide final Construction Drawing and specification package to client in pdf format, following revisions.

LANDSCAPE ARCHITECTURE SCOPE

Task 10 - Landscape Construction Documents

Based upon the client approved design development plans and estimated construction budgets, the landscape architect shall prepare construction documents for the project, including the following:

- Kick-off meeting with the client to discuss the project expectations and general character of the project.
 - Perform a site visit to verify existing conditions provided on the survey, take photos, and verify location/assess general condition of existing trees to remain.
 - Attend up to [18] coordination meetings with the client, relevant stakeholders, and consultant team.
 - Prepare tree preservation and mitigation plans and details.
 - Prepare irrigation plans and installation details. (NOTE: Landscape Architect will retain the services of a third-party licensed irrigator)
 - Prepare landscape plan, planting details and plant schedules.
 - Prepare a site furnishing plan.
 - Prepare construction specifications for landscape portion of work.
 - Assumes three (3) consolidated submissions; 50%, Issue for Bid and Permit, and Issue for Construction, or the equivalent.
 - Prepare opinion of probable construction cost (OPCC).
- Provide final Construction Drawing and specification package to client in pdf format, following revisions.

Task 11 - Landscape Submittals and Agency Coordination

Plans and calculations will be submitted for review and comment. This task is intended to capture the anticipated effort required in meetings with the design team and/or Agency Staff to coordinate submittals to applicable jurisdictions through the Client. We anticipate the following submittals will be required:

- City of Houston Public Works Department
- TDLR

This task does not include permitting or submittal fees (to be paid by Client). Because the extent of the review comments required by each agency for plan approval, permit expediting, public meeting and project team meeting attendance is unknown at this time, we have projected our effort at 200 hours based on our experience working with agencies.

Task 12 - Landscape Construction Observations

Through a subconsultant, Kimley-Horn will provide limited field observation services as described below for the construction of Marron Park Way from Drennan to "C-Street":

- Attend one pre-construction meeting
- Provide up to 6 site visits to review and undertake periodic observation of the work in progress for conformance with Construction Documents. Field notes shall be published to the Client and Owner. Additional site visits shall be provided as an additional service.
- Respond to RFI's and prepare ASI documentation.
- Participate in on-line OAC meetings as needed upon the commencement of Landscape Architecture scope of work, maximum two meetings per month during work scope duration.
- Review submittals, shop drawings, samples, product data, and other contractor/vendor submitted documents as listed within the Drawings and Specifications and make recommendations, as necessary.
- Conduct one punch walk to evaluate the completed work, and to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents.
- Conduct 1 post-punch list walkthrough to inspect that all punch list items have been addressed.

ROADWAY DESIGN SCOPE

Task 13 - 50% CD Roadway Design

This task includes 50% final design of the proposed improvements of Marron Park Way. The project limits are from Drennan St to approximately 1,800' to the east, connecting to the intersection of the County's section of Marron Park Way.

Kimley-Horn will perform the following as part of this task:

- Incorporate comments received from The Client at the Schematic Design submittal.
- Finalize proposed pavement limits and geometry based on the typical cross section and selected design vehicle.
- At the connection to the County section of Marron Park Way, establish vertical grades meeting ADA standards at proposed pedestrian crossings and minimum grades to convey surface runoff to adjacent storm drain facilities, determine ADA accessible ramp locations.
- Identify existing features and utilities conflicting with proposed improvements to be relocated.

- Design drainage infrastructure along Marron Park Way to meet City of Houston drainage standards.
- Preliminary sizing and layout of water and sanitary sewer facilities within the right of way.
- Perform drainage calculations meeting City of Houston drainage standards.
- Design drainage outfall from Marron Park Way to the ultimate outfall point located within the Lockwood South Development.
- Place ADA accessible crossings at all driveway.
- Prepare pavement marking and signing plan.
- Prepare traffic control phasing plan as needed to complete proposed improvements.
- Prepare erosion control plan.

Task 14 - 100% CD Roadway Design

The following will be performed as part of this task:

Kimley-Horn will develop design plans for the proposed improvements of Marron Park Way in conformance with current City of Houston published standards. Plans may consist of the following drawings.

- Existing Conditions Demolition
- Alignment & Survey Control
- Typical Sections
- Paving Plan & Profile
 - a. Including horizontal and vertical roadway geometrics
- Existing & Proposed Drainage Area Maps
- Drainage Calculation Sheet
- Drainage Plan & Profile and Laterals
- Water Line Plan
- Sanitary Sewer Plan & Profile
- Signing & Pavement Marking
- Street Lighting and Photometrics
- Erosion Control
- City of Houston General Construction Notes
- Standard Details & Technical Specifications (City of Houston, TxDOT or approved equal).
 Consultant will select standard details and technical specifications for roadway improvements to be included in the construction plan set. If City of Houston details and specifications are not applicable or relevant, appropriate regional or industry wide standards will be used. Technical specifications will be provided as part of plan submissions.

Kimley-Horn will rely upon water and sanitary sewer sizes provided by the City of Houston. Analysis to determine size will be considered *Additional Services*.

Task 15 - Submittals and Agency Coordination

Plans and calculations will be submitted for review and comment. This task is intended to capture the anticipated effort required in meetings with the design team and/or Agency Staff to coordinate submittals to applicable jurisdictions through the Client. We anticipate the following submittals will be required:

- City of Houston Public Works Department

This task does not include permitting or submittal fees (to be paid by Client). Because the extent of the review comments required by each agency for plan approval, permit expediting, public meeting and project team meeting attendance is unknown at this time, we have projected our effort at 117 hours based on our experience working with agencies.

Task 16 - Project Meetings

Kimley-Horn will prepare for and lead bi-weekly design team calls, meetings with reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement. We have projected 53 hours of effort for this task. If additional meetings are required, an amendment to this agreement will be processed for the additional effort.

BID PHASE SERVICES

Task 17 - Project Manual Preparation

The following will be performed as part of this task:

- Kimley-Horn will prepare technical specifications and a project manual necessary for construction.
- Kimley-Horn will prepare a bid form.
- Front-end contract documents that are included in the project manual are to be provided by the Client or the MMD.
- Kimley-Horn will submit signed and sealed project manual to the Client and MMD for review and comment. Kimley-Horn will address one reasonable round of comments and prepare a final project manual to be used for soliciting construction bids.

Task 18 - Project Bidding and Award

The following will be performed as part of this task:

- Kimley-Horn will advertise the Bidding Documents with the Galveston County Daily News and will post drawings on CivCast USA to obtain bids.
- Kimley-Horn will answer questions and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- Consult with the Client as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by the Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- Conduct a pre-bid conference and prepare a summary of bid-bid meeting minutes for the project and distribute to all prospective bidders.
- Attend the bid opening, prepare bid tabulations, assemble contract documents, assist the Owner in both evaluating Bids or proposals, recommend award to the Client, and assist in awarding contracts for the Work.
- Rebidding the Project or renegotiation of contracts is excluded from this task
- Prepare, compile, and issue conformance plans "Issued for Construction".
- Fees associated with advertising the Project on CivCast USA will be billed as a direct expense to the Client.

CONSTRUCTION PHASE SERVICES

Task 19 - Construction Administration

Visits to Site and Observation of Construction. Kimley-Horn will make 6 site visits in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Kimley-Horn may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Record Drawings. As an additional service if required, Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built, but will be based on information made available.

Because the extent of our effort for this task is unknown at this time, we have projected our effort at 75 hours. If additional effort is requested by the Client, reviewing agency, or other members of the project team, Kimley-Horn will not exceed hourly budget provided above without prior authorization of the Client.

Task 20 - Construction Management

Through a subconsultant, Kimley-Horn will provide limited field observation services as described below for the construction of Marron Park Way from Drennan to "C-Street". This task assumes a 165-day construction duration and approximately 660 hours of onsite observation and attendance of final closeout inspection as well. Should additional field representation be required, effort will be invoiced in addition to this amount as a reimbursable expense.

- Visits to Site and Observation of Construction.

- Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- Recommendations with Respect to Defective Work.
 - Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Inspections and Tests.
 - Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor.
 - Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to

Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- Final Notice of Acceptability of the Work.
 - Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- Limitation of Responsibilities.
 - Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

SCOPE OF SERVICES FEE SUMMARY

	Survey Scope		
Task 1	Topographic Survey Verification (Allowance)	\$22,500	LS
Task 2	Boundary Survey for Platting	\$13,000	LS
Task 3	Tree Survey (If Required)	\$5,000	LS
Task 4	Street Dedication Plat	\$9,200	LS
Task 5	General Plan	\$4,800	LS
	Subtotal	\$54,500	
	Geotechnical Scope		
Task 6	Geotechnical Report	\$12,000	LS
Task 7	Optional Geotechnical Services	\$5,200	LS
Task 8	Construction Materials Testing	\$52,100	LS*
	Subtotal	\$69,300	
	Landscape Architecture Scope		
Task 9	Landscape Construction Documents	\$87,000	LS
Task 10	Landscape Submittals and Agency Coordination	\$9,500	LS
Task 11	Landscape Construction Observation	\$32,000	LS*
	Subtotal	\$128,500	
	Roadway Design Scope		
Task 12	50% CD Roadway Design	\$84,000	LS
Task 13	100% CD Roadway Design	\$106,000	LS
Task 14	Project Meetings	\$12,000	LS
Task 15	Submittals and Agency Coordination	\$22,000	LS
	Subtotal	\$224,000	
	Bid Phase Services		
Task 16	Project Manual Preparation	\$15,000	LS
Task 17	Project Bidding and Award	\$5,000	LS
	Subtotal	\$20,000	
	Construction Phase Services		
Task 18	Construction Administration	\$15,000	LS*
Task 19	Construction Management	\$91,000	LS*
		\$106,700	
	Total Estimate	\$602,300	
	Reimbursable Expenses Budget	\$10,000	

*Construction Phase tasks will require owner approval prior to proceeding.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

FEE AND EXPENSE

Kimley-Horn will perform the services in Tasks 1- 19 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees not specifically described herein will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

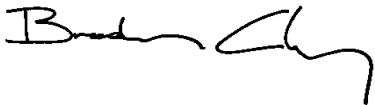
In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Agreement to which this scope of services is attached.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return a copy to our attention. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions regarding this agreement.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Brandon Guillory, P.E. (TX)
Senior Vice President
TBPE F-928



Bob DeLeonardis, P.E. (TX)
Project Manager

Agreed to on this ____ day of _____, 2024.

Buffalo Bayou Partnership

By: _____
Signature

Print Name and Title

Task	Description	Kimley-Horn								TOTAL Hours:	TOTAL KH Fee:	Notes:		
		Senior Professional II	Senior Professional I	Professional II	Professional I	Analyst II	Analyst I	Support Staff	Technical Support					
Hourly Rate*		\$250.00	\$210.00	\$170.00	\$150.00	\$130.00	\$130.00	\$120.00	\$130.00					
Basic Services													Overhead= 191.24%	Profit= 10%
12	50% CD Roadway Design													
12.1	Roadway	6	32	56	88	72	16	0	14	284	\$ 47,400			
12.2	Drainage	2	3	9	19	29	5	0	6	73	\$ 11,500			
12.3	Utilities	2	3	8	24	20	18	0	9	84	\$ 13,100			
12.4	Illumination	2	3	5	14	14	11	0	6	55	\$ 8,700			
12.5	Design Submittal (50%)	2	2	2	3	3	3	1	3	19	\$ 3,300			
13	100% CD Roadway Design													
13.1	Roadway	5	14	40	69	96	115	0	22	361	\$ 106,000			
13.2	Drainage Analysis	2	4	6	20	28	12	0	8	80	\$ 55,300			
13.3	Utilities	2	2	8	30	30	25	0	8	105	\$ 12,500			
13.4	Traffic	1	2	4	6	9	6	0	2	25	\$ 16,100			
13.5	Illumination	1	3	10	14	21	6	0	6	61	\$ 4,800			
13.6	Gen. Notes, Specifications, Std. Details	1	2	2	3	3	5	0	0	16	\$ 9,700			
13.7	Design Submittal (100%)	2	3	4	4	5	5	5	2	30	\$ 2,700			
14	Project Meetings													
14.1	Submittals and Agency Coordination	8	12	26	8	4	2	2	0	62	\$ 4,900			
14.2	Project Manual Preparation	4	11	26	42	35	12	3	0	133	\$ 12,000			
16	Project Bidding and Award	3	6	22	30	14	7	5	3	90	\$ 22,000			
17	Construction Administration	3	3	3	6	8	4	2	0	29	\$ 15,000			
18	Construction Administration	11	13	19	19	9	4	6	0	81	\$ 5,000			

* Hourly Rates are specified for the purposes of fee calculation.

Special Services												
Surveying Services												
1	Topographic Survey Allowance	1	2	5	4	5	7	0	0	24	\$ 4,000	
2	Boundary Survey for Platting	0	2	5	3	2	0	0	0	12	\$ 2,200	
3	Tree Survey	0	2	2	0	0	1	0	0	5	\$ 1,000	
4	Street Dedication Plat	1	2	2	3	2	2	0	0	12	\$ 2,200	
5	General Plan	0	2	0	0	2	0	0	0	0	\$ 800	
Geotechnical Services												
6	Geotechnical Report	0	4	3	3	0	0	0	0	10	\$ 2,000	
7	Optional Geotechnical Services	0	2	0	0	0	2	1	0	5	\$ 900	
8	Construction Materials Testing	5	6	7	8	4	4	0	0	34	\$ 6,400	
Landscape Architectural Services												
9	Landscape Construction Documents	2	4	8	9	8	9	1	6	47	\$ 7,700	
10	Landscape Submittals and Agency Coordination	0	3	1	0	0	2	0	0	6	\$ 1,200	
11	Landscape Construction Observation	3	6	7	6	4	3	0	0	29	\$ 5,400	
19	Construction Phase Services											
19	Construction Management	10	15	20	20	13	2	0	0	80	\$ 15,000	

* Hourly Rates are specified for the purposes of fee calculation.



		Kimley-Horn						TOTAL	Notes:			
Task	Description	Senior Professional II	Senior Professional I	Professional II	Professional I	Analyst II	Analyst I	Support Staff	Technical Support	TOTAL Hours:	TOTAL KH Fee:	
Hourly Rate *		\$250.00	\$210.00	\$170.00	\$150.00	\$130.00	\$130.00	\$120.00	\$130.00			

Task	Description	TOTAL KH Fee:	TOTAL Sub. Fee:	TOTAL Fee:	Notes:	Firm	Fee
Subtotal Summary							
1	Topographic Survey Verification Allowance	\$ 4,000	\$ 18,500	\$ 22,500	Subconsultant: Gorrondona Surveying	Kimley-Horn	\$ 307,840
2	Boundary Survey for Platting	\$ 2,200	\$ 10,800	\$ 13,000	Subconsultant: Gorrondona Surveying	Gorrondona Surveying	\$ 44,300
3	Tree Survey	\$ 1,000	\$ 4,000	\$ 5,000	Subconsultant: Gorrondona Surveying	Samoo Engineering	\$ 59,960
4	Street Dedication Plat	\$ 2,200	\$ 7,000	\$ 9,200	Subconsultant: Gorrondona Surveying	Asakura Robinson	\$ 114,200
5	General Plan	\$ 800	\$ 4,000	\$ 4,800	Subconsultant: Gorrondona Surveying	TLC Engineering	\$ 57,900
6	Geotechnical Report	\$ 2,000	\$ 10,000	\$ 12,000	Subconsultant: Samoo Engineering	Civitas Engineering	\$ 18,100
7	Optional Geotechnical Services	\$ 900	\$ 4,300	\$ 5,200	Subconsultant: Samoo Engineering		\$ 602,300
8	Construction Materials Testing	\$ 6,440	\$ 45,660	\$ 52,100	Subconsultant: Samoo Engineering		
9	Landscape Construction Documents	\$ 7,700	\$ 79,300	\$ 87,000	Subconsultant: Asakura Robinson		
10	Landscape Submittals and Agency Coordination	\$ 1,200	\$ 8,300	\$ 9,500	Subconsultant: Asakura Robinson		
11	Landscape Construction Observation	\$ 5,400	\$ 26,600	\$ 32,000	Subconsultant: Asakura Robinson		
12	50% CD Roadway Design	\$ 84,000		\$ 84,000			
13	100% CD Roadway Design	\$ 106,000		\$ 106,000			
14	Project Meetings	\$ 12,000		\$ 12,000			
15	Submittals and Agency Coordination	\$ 22,000		\$ 22,000			
16	Project Manual Preparation	\$ 15,000		\$ 15,000			
17	Project Bidding and Award	\$ 5,000		\$ 5,000			
18	Construction Administration	\$ 15,000	\$ 76,000	\$ 91,000			
19	Construction Management	\$ 15,000		\$ 15,000	Subconsultant: Civitas & TLC Engineering		
TOTAL		\$ 307,840	\$ 294,460	\$ 602,300			

Exhibit B – Architects Design Schedule

Project Schedule	COH FY25												COH FY26											
	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	
Design																								
Permitting (assumes 5 months)																								
Bid																								
Construction																								
																			Substantial					
																				Final				
																						Grant Expiration		