AGREEMENT TO PROVIDE PROFESSIONAL SERVICES ARCHITECTS AND ENGINEERS

THIS AGREEMENT ("Agreeme	nt") is entered into thisday of,
20 by and between	("PROFESSIONAL") and the CITY OF BOERNE,
TEXAS, a municipal corporation of the	State of Texas ("CITY"). For convenience, the
PROFESSIONAL and the CITY may	sometimes be referred herein collectively as
"parties" and individually as a "party."	

WITNESSETH

WHEREAS, CITY desires to engage the PROFESSIONAL to provide professional services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, PROFESSIONAL agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Employment of PROFESSIONAL.

- (a) CITY agrees to engage the PROFESSIONAL and the PROFESSIONAL hereby agrees to perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.
- Notwithstanding anything to the contrary contained in this Agreement, CITY and PROFESSIONAL agree and acknowledge that CITY is entering into this Agreement in reliance on PROFESSIONAL's special and unique abilities. PROFESSIONAL accepts the relationship of trust and confidence established between it and the CITY by this Agreement. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. PROFESSIONAL covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY's requirements, in accordance with the highest standards of PROFESSIONAL's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The PROFESSIONAL warrants, represents, covenants, and agrees that all of the work to be performed by the PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under

the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

- (c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services set forth in Exhibit "A" attached hereto.
- 2. <u>Compensation.</u> The CITY agrees to pay the PROFESSIONAL the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide City an invoice specifying the services provided during the previous month and the total amount owed by the City. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL.
- 3. **Changes.** CITY may, from time to time require changes in the scope of services of the PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
- 4. <u>Services and Materials to be Furnished by CITY.</u> CITY shall furnish the PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with the PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with the PROFESSIONAL.
- 5. Ownership of Documents. All reports, plans, specifications, computer files and other documents prepared by PROFESSIONAL pursuant to this Agreement shall be the property of the CITY. PROFESSIONAL will deliver to the CITY copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
- 6. <u>Term and Termination of Agreement.</u> This agreement will be for a period of [insert term] beginning on [insert beginning date], and expiring on [insert ending date]. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party. In the event of termination by the CITY, PROFESSIONAL will be paid for all services satisfactorily performed up to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by PROFESSIONAL as a result of such termination. The City reserves the

right to terminate the Agreement after the completion and review of Item 1 Scope of Services. These services are the Feasibility/Due Diligence for this project to determine suitability of this site for the proposed park improvements. After date of final submittal of Item 1 Scope of Services, the City will notify Professional within 30 days whether the City will proceed, or not, with Item 2 Scope of Services per the Agreement. Professional will not begin services on Item 2 until the City notifies Professional of this decision. In the event the City notifies Professional not to proceed with Item 2, no compensation will be due from or paid by the City for any services under Item 2.

- 7. Completeness of Contract. This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.
- 8. <u>CITY Not Obligated to Third Parties.</u> CITY shall not be obligated or liable hereunder to any party other than the PROFESSIONAL.
- 9. <u>Final Decisions.</u> Serving as a PROFESSIONAL to the CITY, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
- 10. Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTURAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT. OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 11. <u>Insurance</u>. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
 - A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
 - B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
 - C. Statutory workers' compensation and employers' liability insurance as required by state law.
 - D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

PROFESSIONAL shall provide the CITY with proof of insurance required hereunder prior to commencing work for the CITY and the CITY shall be named as an additional insured on the policy. PROFFESSIONAL shall provide the CITY with written notice of any coverage limit change on the insurance. Such policies shall name the CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the City.

- 12. <u>Prompt Performance by Professional</u>. All services provided by PROFESSIONAL hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.
- 13. <u>Client Objection to Personnel</u>. If at any time after entering into this Agreement, the CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom the CITY has no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in PROFESSIONAL's costs occasioned by such substitution.
- 14. <u>Timeliness of Performance</u>. PROFESSSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

- 15. <u>Personnel.</u> All of the services required hereunder will be performed by the PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
- 16. <u>Independent Contractor.</u> In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of the CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and the CITY.
- 17. <u>Assignability.</u> The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
- 18. <u>Successors and Assigns.</u> Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 19. <u>Governing Law/Venue.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Kendall County, Texas.
- 20. No Third-Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either the CITY or the PROFESSIONAL.
- 21. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
- 22. HB 89 and SB 252 Certifications. PROFESSIONAL hereby certifies that the Professional does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, PROFESSIONAL hereby certifies that the PROFESSIONAL is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
- 23. <u>Conflicts of Interest</u>. By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct

or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of the CITY. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to the CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

- 24. <u>Authority to Sign.</u> The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
- 25. <u>Counterparts.</u> This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, CITY and the PROFESSIONAL have executed this Agreement as of the date first written above.

CITY OF BOERNE, TEXAS

By:
Print Name:
Title:
[PROFESSIONAL'S NAME]
Print Name:
Title:

Exhibit A

PROFESSIONAL service:	agrees	to	perform	the	following	services	at the	fee	shown	with	each



April 19, 2021

Mr. Paul Barwick Special Projects Director City of Boerne Special Projects, Suite 190 447 N. Main Street Boerne, TX 78006

Re: Design Services for the City of Boerne Waterworks Terrace Park Improvements - located in the Boerne, Texas.

Dear Mr. Barwick,

LUCK Design Team, LLC is pleased to submit the following proposal for the preparation of Design Services for the City of Boerne Waterworks Terrace Park Improvements. To complement our services we have teamed with Ford Engineering for survey; Raba Kistner, Inc. for cultural resources survey and environmental due diligence; Freeland Turk Engineering Group for civil engineering; and M&S Engineering for structural engineering and electrical design services. We propose the following services:

I. SCOPE OF SERVICES FOR DUE DILIGENCE AND CONCEPT PLANNING FOR THE CITY OF BOERNE WATERWORKS TERRACE PARK

A. Geotechnical Evaluation

The consultant will provide the City of Boerne with a geotechnical report for the improvements at the park site. The report shall include:

• Seven (7) boring locations – 10-25' deep for paving, wall footer and /or structural slabs.

(See Attachment B for approximate boring locations). Design recommendations for foundation, pavement and structural recommendations will be provided.

B. Environmental Soil Sampling

In concert with the borings for the geotechnical evaluation, 3-5 discrete samples of the existing soils will be taken at the Waterworks Terrace and tested for Volatile Organic Compounds (VOCs), Semi-VOCs, RCRA 8 Heavy Metals, Total Petroleum Hydrocarbons, Polychlorinated Biphenyls (PCBs) and Chlorinated herbicides/pesticides.

C. Historical Background Study

In review of previous work of the area, it was revealed that a portion of the 1.26-acre Project Area was included in a previous cultural resources investigation conducted in 2011. The cultural resources investigations were comprised of an archaeological survey and a historic resources survey that resulted in the production of reports that were submitted the reviewing agencies. The archaeological portion of the investigations only covered a small area where a proposed trail was to be installed, and the historic resources survey examined the WPA features in the area.

As a result of the archaeological survey, no archaeological sites were recorded within the survey corridor for the proposed trail. As a result of the historic resources survey, the Texas Historical Commission (THC) concurred with the findings with the exception of the Boerne Waterworks building which is located within the 1.26-acre Project Area. With the information provided in the report the THC was unable to make a full eligibility evaluation of the structure.

As the previous cultural resource survey did not cover the entire Project Area and the question of eligibility in regards to the Boerne Waterworks remains, the consultant proposes agency consultation with the THC Agency. Consultation with the THC will consist of the preparation of a historical background study and an archaeological background study. Results of consultation, might require a historic standing structure survey and/or an archaeological survey augmented with shovel testing to satisfy the Antiquities Code of Texas (ACT) compliance. As such, this proposal provides a cost for optional services that consist of a historic standing structure survey and an archaeological survey augmented by shovel testing. The optional cost for historical standing structure incudes costs for the field survey and the preparation of a report of the findings. The

optional cost for the archaeological survey includes costs for composing a scope of work and permit application for a Texas Antiquities Committee (TAC) permit, conducting field work, the production of a technical report, and the preparation and costs of curation for field records and artifacts collected at a state-approved repository.

Agency Consultation

Agency consultation will consist of background review providing the reviewing agency a comprehensive review of the area. The goal of the background studies are to determine the likelihood that the project will impact significant historic cultural resources (prehistoric and historic archeological sites). Significant historic cultural resources may consist of standing structures and/or prehistoric cultural deposits that have the potential to be listed on the National Register of Historic Places and to be formally designated as State Antiquities Landmarks. Ultimately, the level of effort to satisfy the ACT for the proposed project will be determined by the reviewing agency. Historical Background Study

The Historical Background Study will be conducted by a qualified Architectural Historian. The purpose of the Historical Background Study is to gather information used to prepare a background and historic context report and as a preliminary step to the optional Historic Standing Structure Survey. The Architectural Historian will review the area of direct impact (project limits) as well as outside the project limits (indirect effects). During the background desktop study, various online atlases and archives will be searched, including the Texas Department of Transportation (TxDOT) atlas, called the Historic Districts and Properties of Texas website, and the Texas Historic Sites Atlas, maintained by the Texas Historical Commission. Historic aerial and topographic maps will be utilized to identify historic structures as well as local and online archives as needed including, but not limited to, the Library of Congress digital archives and the Historic American Buildings Survey. Additionally, the Architectural Historian will conduct a deed chain of title to confirm ownership history of the site.

D. <u>Archaeological Background Study</u>

The Archaeological Background Study will consist of a comprehensive review of records that pertain to the proposed Project Area. Specifically, during the background study, a consultant Archaeologist will consult the available resources from the Texas Historical Commission (THC), and online data base. Site files, and maps will be examined to gather more detailed information regarding the project area and its immediate vicinity. In addition, aerial photos, topographic maps, geologic maps, and soil survey maps will also be reviewed to provide information on land use, topography, soils, vegetation, geology, and levels of development within the project vicinity. The goal of the background study is to determine the likelihood that the project will impact significant historic cultural resources (prehistoric and historic archeological sites). Significant historic cultural resources may consist of standing structures and/or prehistoric cultural deposits that have the potential to be listed on the National Register of Historic Places and to be formally designated as State Antiquities Landmarks.

Reporting

The background studies will result in the production of a report, summarizing the resources consulted, the findings of the review, and recommendations regarding any additional field investigations that may be warranted prior to the inception of the development activities. The document will be submitted to the City to submit for review. Once the City has reviewed the report, and all comments addressed, the consultant will produce a final version of the background study to submit to the THC. The submittal can be done by the City or by the consultant, depending on the City preference. THC will have final determination on the appropriate level of effort needed to comply with the ACT.

E. Concept Plan Development

The consultant will attend meetings with the City of Boerne Staff and Waterworks Terrace Park Planning Committee for project review and coordination and to ensure master-planning intent of the improvements is carried into the early stages of the project development. It is anticipated that three (3) meeting with the planning committee will occur; additional meetings will be held via video conference call as needed.

The consultant will prepare (3) three concept plan development alternatives for the City of Boerne Waterworks Terrace Park Improvements illustrating general locations, sizes and relationships of improvements, materials and forms of construction, and proposed equipment for use in development of the park facilities. These will be shown within context of Main Plaza (within limits as shown on Attachment A) with an emphasis on how Waterworks Terrace Park can be best utilized. Material cut-sheets as necessary to illustrate design characteristics of selected equipment, finishes and materials will also be included.

The consultant produce a computer generated color rendering in plan view of the proposed concept plans. The final deliverable to the City will be one (1) rendered master plan concept PDF for each of the three concept plans developed.

The consultant will prepare an opinion of probable construction costs for improvements and review schematic plans with City Staff and document their comments for use during preparation of design development plans.

The consultant will present the best alternative concepts to Council for review and discussion.

II. CLIENT RESPONSIBILTIES AND PROJECT ASSUMPTIONS

The Waterworks Terrace Park project limits is approximately 1.26 acres located generally bounded on the west by the sidewalk along Cibolo Creek, on the north by the trailhead at the Kendall Inn, on the east by the west sidewalk at Main Plaza; and San Antonio Avenue to the south in Boerne, Texas.

Since the park is greater than one acre in size, the preparation and development of an erosion control pan for the contractor to use as part of his Stormwater Prevention Plan (SWPPP) in accordance with Texas Pollution Discharge Elimination System (TPDES) requirements is anticipated to be required.

No base map surveying or construction phase surveying services are included in this scope of services.

The proposed City of Boerne Waterworks Terrace Park Improvements is estimated at \$1,000,000 for construction only.

A geotechnical boring for the stone rip rap along the west side of the Waterworks Terrace is <u>not included</u> in this scope of services. After the concept design development should a more detailed understanding of the foundation of the stone rip rap be needed, a boring or ground penetrating radar will be conducted at that time as an additional service.

After discussions with City Staff, a Phase I Environmental Site Assessment is <u>not included</u> in this scope of services; in lieu of, environmental soil sampling is being provided. Because it is not anticipated that the design of the Waterworks Terrace Park Improvements will impede into the high-water mark of Cibolo Creek, a Waters of the U.S. Delineation is <u>not included</u> in this scope of services.

A Threatened and Endangered Species Study would normally be triggered by a Waters of the U.S. Delineation. Since no Waters of the U.S. Delineation is anticipated, a Threatened and Endangered Species Study is <u>not included</u> in this scope of services either.

A Historical Standing Structure Survey and Archeological Survey are <u>not included</u> in this scope of services. If at the conclusion of the review and consultation with THC of the Historical Background Study and the Archeological Background Study it is deemed that a Historical Standing Structure Survey and Archeological Survey is required, the consultant will provide to the City as an additional service.

A Floodplain Study is not being provided as part of this scope of services; if future design impacts warrant that a floodplain study be provided the consultant will enter into discussions with the City for a Floodplain Study to be provided as an additional service.

The floodplain note will be based on the current flood insurance rate maps prepared by F.E.M.A. or City approved drainage study only.

The fee does not include preparation of a floodplain study or research to determine if one is necessary or has been performed, or detailed drainage studies to analyze conveyance of off-site runoff involving HEC-1, HEC-2 or other similar hydrologic or hydraulic analyses including survey cross sections, field notes and easements. The fee does not include CLOMR or LOMR preparation or communication with F.E.M.A.

Our understanding is that the project does not have any Planned Development District (PDD) restrictions for parks.

The following services are excluded unless specifically included in the proposal:

- Environmental assessments, wetlands, endangered species, and KARST feature investigations.
- Archeological studies (a study has been previously completed for the project site).
- Asbestos Survey

An asbestos survey for any existing buildings is not included in this scope of services.

The project will be bid as a single bid contract but may include bid alternates as determined by the Client and the Consultant. Preparing documents for separate or sequential bids and providing out-of sequence services requested by the Owner are specifically not included in this scope of services.

III. SCHEDULE FOR COMPLETION

The anticipated schedule for completion of the scope of services is outlined below:

Anticipated Contract Award Date	April 28, 2021
Anticipated Notice to Proceed	May 3, 2021
Survey	May 3, 2021- June 11, 2021
Geotechnical Evaluations	May 3, 2021- June 11, 2021
Environmental Soil Sampling	May 3, 2021- June 11, 2021
Historical/Archeological Background	May 3, 2021- July 9, 2021
Study (includes THC Review)	
Concept Plan Development Committee Meeting Number 1	May 3, 2021 – September 3, 2021 May 2021
Committee Meeting Number 2	June 2021
Committee Meeting Number 3	July 2021

IV. BASIS OF COMPENSATION

The fees for services stated will be as follows:

Item	Description -Due Diligence and	Fee Basis	Fee
	Concept Planning for the City of		
	Boerne Waterworks Terrace Park		
	Improvements		
1A	Geotechnical Evaluation	Lump Sum	\$8,900
1B	Environmental Soil Sampling	Lump Sum	\$5,000
1C	Historical Background Study	Lump Sum	\$5,700
1D	Archeological Background Study	Lump Sum	\$4,800
1E	Concept Plan Development	Lump Sum	\$22,600
1F	Reimbursable Expenses	Estimated Not to	\$800
		Exceed	
		Design Fee Item 1	\$47,800

Billing will be on a monthly basis as work progresses.

Reimbursable expenses (billed as cost) will be billed in addition to the total design fee as reimbursable expenses are accrued.

Additional services (all services not shown on Scope of Services) will be billed on an agreed upon lump sum fee. This proposal does not include services performed prior to the execution of this agreement or services not specifically addressed in "The Scope of Services".

We appreciate the opportunity to be of service and look forward to assisting you in the development of this project. Upon your review of this proposal, please call if you have any questions.

Respectfully submitted,

Brent Luck, PLA

Park Planner / Landscape Architect

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