

December 26, 2018

Mr. John Elias  
City of Coppell  
Parks and Recreation  
816 s. Coppell Road  
Coppell, Tx 75019

**Re: Proposal for:** Asbury Manor Trail, Moore Road Trail, Magnolia Park Trail

Mr. Elias:

Halff Associates, Inc. (HAI) is pleased to present our Standard Form of Agreement for Professional Services, herein attached as **Exhibit A**, for the City of Coppell Asbury Manor Trail Intersection, Moore Road Trail, Magnolia Park Trail projects for your review, consideration, and execution.

We anticipate the tasks for the Boardwalk trails at Andy Brown Park East near Moore Road, Magnolia Park, and trail intersection in park land in the near proximity to the Asbury Manor subdivision will be completed sequentially to target project completion schedules if any.

With Exhibit A, Attachment "A" defines the tasks of our Basic scope of professional services, Attachment "B" defines our fees for the scope of professional services, and Attachment "C" enumerates items not included in this proposal but which can be provided by Halff Associates, if needed, for additional fees. The fees quoted in this proposal will be honored for up to 30 days from the date of this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our continued association on this project will be mutually beneficial. Please feel free to contact me if you have any questions or comments concerning this matter.

Sincerely,  
**Halff Associates, Inc.**

A handwritten signature in black ink that reads "Timothy May". The signature is written in a cursive, flowing style.

Timothy May, PLA  
Director of Planning and Landscape Architecture

EXHIBIT A

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

**CITY OF COPPELL (CLIENT) AND HALFF ASSOCIATES, INC. (LANDSCAPE ARCHITECT)**

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I. **SCOPE** - Halff Associates, Inc. (hereinafter "Landscape Architect") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the Parties hereto (i.e. Client and Landscape Architect), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard form of Agreement, when executed by **City of Coppel** (hereinafter "Client"), shall constitute a binding Agreement on both Parties. Landscape Architect shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other Party.

II. **COMPENSATION** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Landscape Architect receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Landscape Architect's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. **RESPONSIBILITY** - Landscape Architect is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Landscape Architect agrees to follow the standard practices of the Landscape Architect profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Landscape Architect shall not be required to provide any certification, assignment or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Landscape Architect's sole discretion, Landscape Architect may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Landscape Architect and shall be requested with sufficient advance notice to allow Landscape Architect to review the documents and prepare a suitable statement.

Landscape Architect's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident Landscape Architect or inspection services provided or performed by Landscape Architect shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Landscape Architect shall not constitute any form of guarantee with respect to the performance of any contractor. Landscape Architect does not assume responsibility for methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules and regulations.

**IV. SCOPE OF CLIENT SERVICES** - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

**V. OWNERSHIP OF DOCUMENTS** - Upon Landscape Architect's completion of services and receipt of payment in full, Landscape Architect shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Landscape Architect's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Landscape Architect and may not be used or reused, in any form, by Client without the express written authorization of Landscape Architect. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Landscape Architect, will be at Client's sole risk and without liability or legal exposure to Landscape Architect or to Landscape Architect's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees to indemnify Landscape Architect, Landscape Architect's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Landscape Architect may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Landscape Architect's other activities.

**VI. INDEMNIFICATION** - Landscape Architect agrees to indemnify Client from direct damages to the extent caused by the negligent act or omission or willful misconduct of Landscape Architect, Landscape Architect's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

Client agrees to indemnify Landscape Architect from damages to the extent caused by the negligent act or omission or willful misconduct of Client.

In the event that Client is found to be concurrently negligent, Landscape Architect shall not indemnify for the proportionate negligence of Client, but shall only indemnify for the portion of negligence solely attributable to Landscape Architect, its agents, servants, employees, subcontractors of any tier and their agents, servants and employees. Likewise, Client shall not indemnify Landscape Architect for the proportionate negligence of Landscape Architect.

Neither Party shall be liable to the other for lost profits or for incidental, special, speculative, remote or consequential damages, whether or not the possibility of such has been disclosed or could have been reasonably foreseen.

The Parties agree to indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards.

Client acknowledges that Landscape Architect may perform work at facilities that may contain hazardous materials or conditions, and that Landscape Architect had no prior role in the generation, treatment,

storage, or disposition of such materials. Landscape Architect shall be indemnified and defended by Client for any and all claims arising out of the presence of hazardous materials or conditions except for those claims as determined by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Landscape Architect.

**VII. INSURANCE** - Landscape Architect agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury 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.

**VIII. SUBCONTRACTS** - Landscape Architect shall be entitled to subcontract any portion of the work described in the Scope of Services.

**IX. ASSIGNMENT** - This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits or duties associated hereto, shall be assigned or assignable by either Client or Landscape Architect without the prior written consent of the other Party.

**X. INTEGRATION** - This Standard Form of Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

**XI. JURISDICTION AND VENUE** - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Harris County, Texas.

**XII. SUSPENSION OF SERVICES** - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Landscape Architect shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Landscape Architect may, at its option, terminate this Agreement upon giving notice in writing to the Client. Further, Landscape Architect may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If the Client fails to make timely payments to Landscape Architect or is otherwise in breach of this Agreement, the Landscape Architect may suspend performance of services upon five (5) calendar days' notice to the Client. The Landscape Architect shall have no liability to the Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

**XIII. TERMINATION OF WORK** - Either the Client or the Landscape Architect may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Landscape Architect for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Landscape Architect's services under this Agreement by Client or by another service provider. Following Landscape Architect's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Landscape Architect's final invoice, pay the Landscape Architect for all services rendered and all costs incurred up to the date of Landscape Architect's receipt of such notice of termination.

**XIV. TAXES** - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Landscape Architect and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**XV. ALTERNATIVE DISPUTE RESOLUTION** - Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Landscape Architect. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

**XVI. MERGER AND SEVERABILITY** – This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVII. EXCLUSIVITY OF REMEDIES** – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article VI. Indemnification and Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Landscape Architect is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVIII. TIMELINESS OF PERFORMANCE** - Landscape Architect shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XIX. AGREED REMEDIES - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE LANDSCAPE ARCHITECT, AND ACKNOWLEDGING THAT THE ALLOCATION**

**OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE LANDSCAPE ARCHITECT AND LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE LANDSCAPE ARCHITECT OR THE LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE LANDSCAPE ARCHITECT'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.**

Further, it is the intent of the Parties to this Agreement that Landscape Architect's services under this Agreement shall not subject Landscape Architect's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

**XX. WAIVER** - Any failure by Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Landscape Architect may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**APPROVED:**

Landscape Architect: **HALFF ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Name: Timothy W. May

Title: Director

Date: 12/26/2018

**APPROVED:**

CLIENT: **CITY OF COPPELL**

Signature: \_\_\_\_\_

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

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

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

**ATTACHMENT "A"**  
**Basic Scope of Services**

**I. To Be Provided By The Client**

The following items will be supplied by the Client to the Consultant:

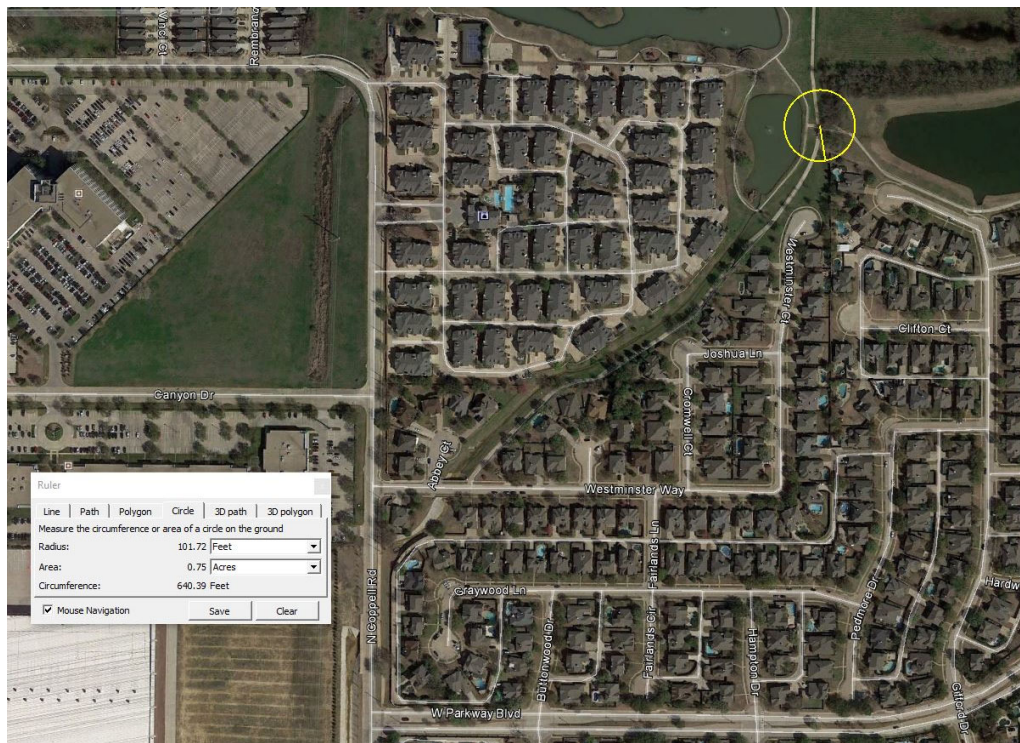
- A. Copies of any applicable access easements, existing or proposed property dedications, restrictive covenants, existing survey data or any other known environmental restrictions within the project area.

**II. Trails – Design and Construction Documents**

HAI will provide the following information for the trail intersection reconstruction:

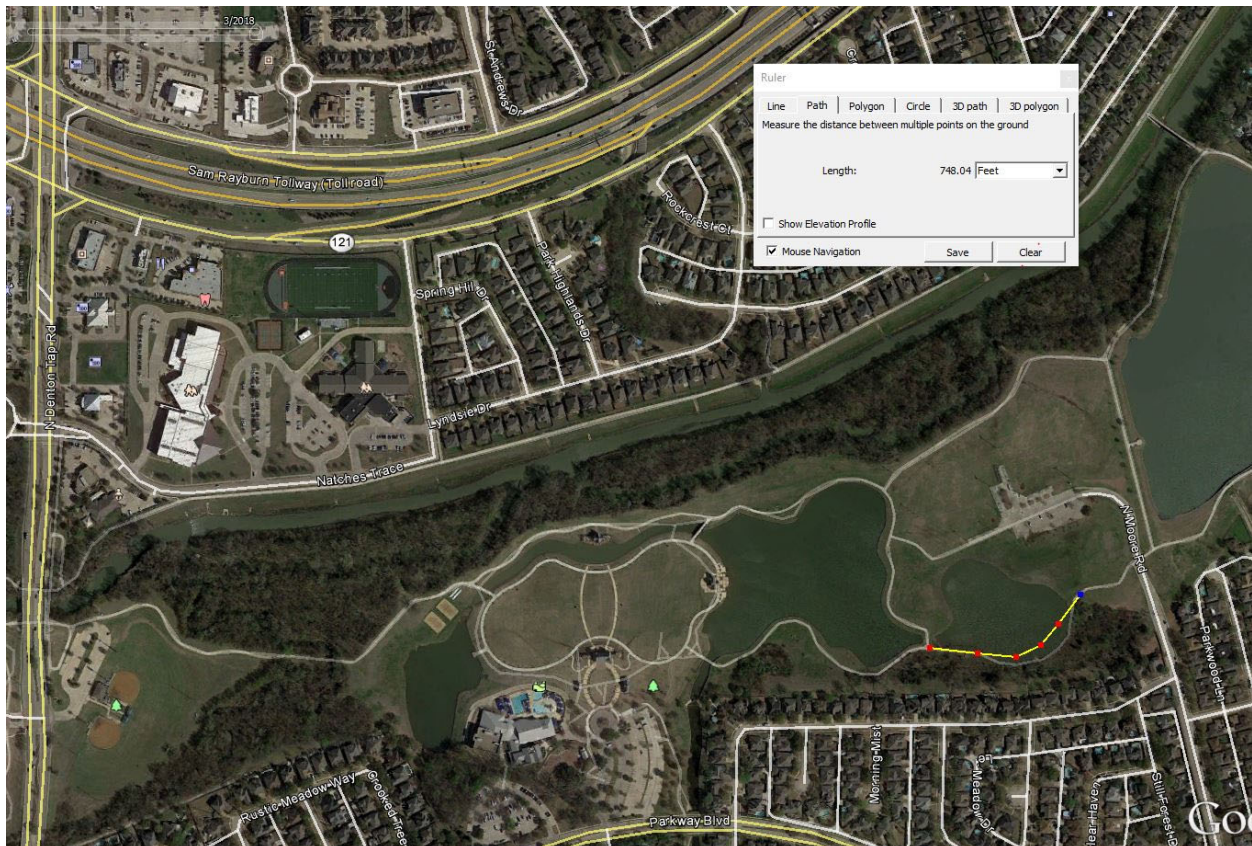
**1. Asbury Manor Trail – existing T-intersection:**

- a. Survey: field survey of existing conditions within a 100' radius of the T-intersection
- b. Landscape Architecture: Design and construction documents for rebuilding the existing T-intersection to better drainage conditions and provide proper trail use. Construction document to include:
  - 1) Prepare base map of field survey for use with this project
  - 2) Prepare and present a design sketch of proposed in trail intersection improvements
  - 3) Establish a construction budget for the project with Client
  - 4) Demolition plans of existing concrete trail intersection and 3 concrete trails leading to the intersection of no more than 60'
  - 5) Horizontal and vertical control, construction details
  - 6) Grading and drainage improvements
  - 7) Project Manual and Specifications.
  - 8) Prepare a final Opinion of Probable Construction Costs (OPCC)
  - 9) Bidding documents in compliance with City bidding standards for this type and scope of construction.



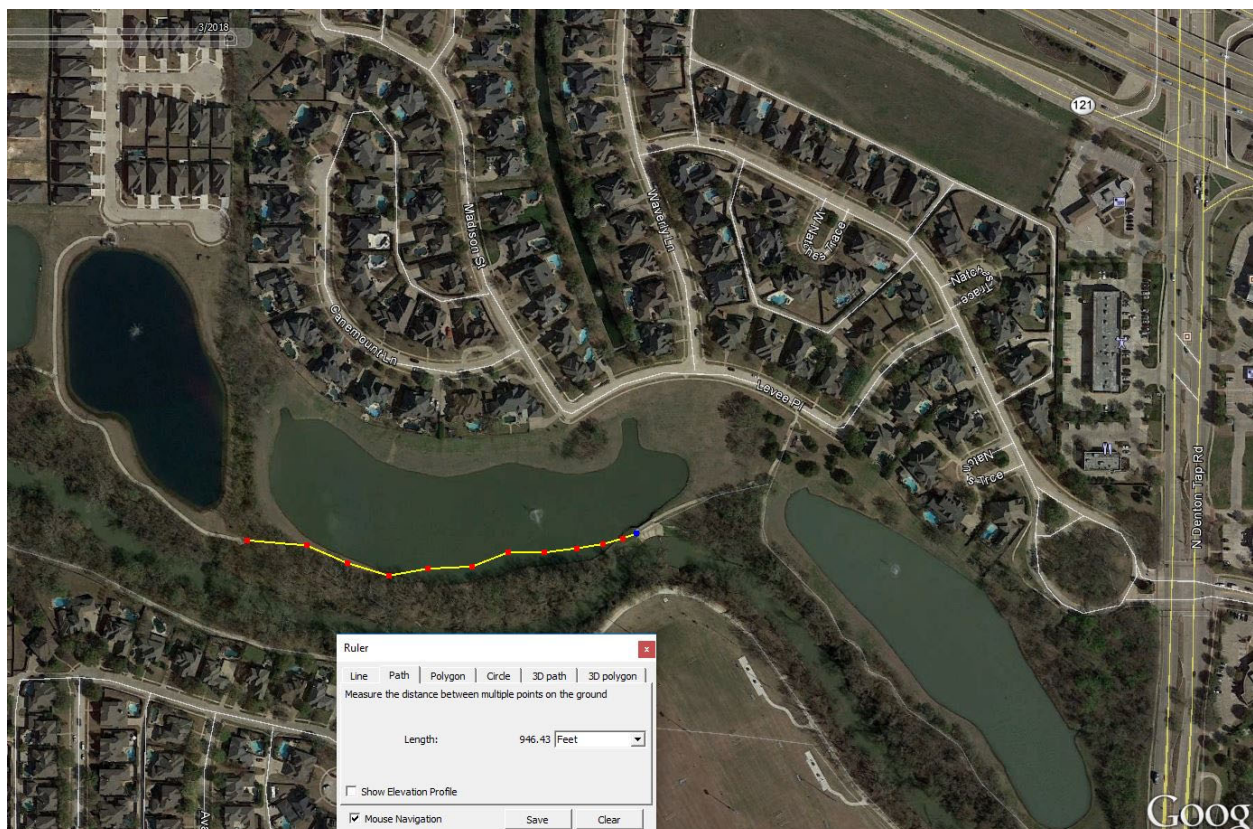


2. **Moore Road Trail** – an approximate 750 linear foot boardwalk connection between existing trails. The boardwalk structures will be a maximum of 10 feet in width, with the walking surface located approximately 3 feet above the normal water surface elevation. The scope anticipates the design being a timber construction supported on drilled concrete pier foundations.
  - a. Survey: field survey of existing conditions of an area approximately 20' beyond the boardwalk improvements, including bottom of pond depths along the boardwalk alignment.
  - b. Geotechnical Engineering: two (2) soil boring at each end of proposed boardwalk
  - c. Structural Engineering: design and construction documents for boardwalk structure, decking, handrails, and end abutments. Structure design will be for loading of pedestrian and landscape maintenance equipment loading only.
  - d. Landscape Architecture: Design and construction documents for the boardwalk alignment. Construction document to include:
    - 1) Establish a construction budget for the project with Client
    - 2) Horizontal and vertical control, construction details
    - 3) Grading and drainage improvements
    - 4) Project Manual and Specifications.
    - 5) Prepare a final Opinion of Probable Construction Costs (OPCC)
    - 6) Bidding documents in compliance with City bidding standards for this type and scope of construction.
  - e. Section 404 Assessment: from historic aerial photography and other available resources provide determination of jurisdiction and permitting requirements, if any.





3. **Magnolia Park Trail** – and approximate 950 linear foot boardwalk connection between existing trails. The boardwalk structures will be a maximum of 10 feet in width, with the walking surface located approximately 3 feet above the normal water surface elevation. The scope anticipates that approximately 600 linear feet of the boardwalk will be in water with the design being a timber construction supported on drilled concrete pier foundations. The remaining trail length will be concrete trail on grade.
  - a. Survey: field survey of existing conditions of an area approximately 20' beyond the boardwalk improvements, including bottom of pond depths along the boardwalk alignment.
  - b. Geotechnical Engineering: three (3) soil borings, two (2) at each end of proposed boardwalk and one on the north shore of the existing pond.
  - c. Structural Engineering: design and construction documents for boardwalk structure, decking, handrails, and end abutments. Structure design will be for loading of pedestrian and landscape maintenance equipment loading only.
  - d. Landscape Architecture: Design and construction documents for the boardwalk alignment. Construction document to include:
    - 1) Establish a construction budget for the project with Client
    - 2) Horizontal and vertical control, construction details
    - 3) Grading and drainage improvements
    - 4) Project Manual and Specifications.
    - 5) Prepare a final Opinion of Probable Construction Costs (OPCC)
    - 6) Bidding documents in compliance with City bidding standards for this type and scope of construction.
  - e. Section 404 Assessment: from historic aerial photography and other available resources provide determination of jurisdiction and permitting requirements, if any.



4. HAI shall prepare an Opinion of Probable Construction Costs (OPCC) for the design. Opinions of Probable Construction Costs provided by The Consultant are based on familiarity with the construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

### **III. Bidding and Contract Negotiations**

- A. HAI to attend and assist the Client with a pre-bid conference.
- B. HAI shall respond to Bidder questions and issue necessary addendum to clarify bidding.
- C. HAI to attend the Bid Opening.
- D. HAI shall evaluate bid and recommend construction contract award.
- E. HAI shall attend County Commission Court for construction contract award if requested by Client.
- F. HAI shall assist Client in preparing Construction Agreement if requested by Client.

### **IV. Construction Observation**

- A. HAI shall for the Park Entry Monument construction:
  1. Attend a pre-construction conference with Parks Staff and Contractor
  2. Attend ten (10) construction progress meetings on-site, at Client's request
  3. Respond to product submittals, shop drawings, and RFI issued by Contractor
  4. Review construction progress payments and recommend payment processing to Client
  5. Conduct a punch walk and issue a report for Contractor action
  6. Review punch report execution
  7. Recommend final acceptance of construction work

**ATTACHMENT "B"**  
**FEE SUMMARY**

**BASIC SERVICES**

|  |  |                 |
|--|--|-----------------|
| I.   | Prepare Client-provided information for document use                         | \$500           |
| II.  | Site Assessment, Design, Construction Documents                              |                 |
|  | Survey   | \$13,000        |
|  | Geotechnical Engineering   | \$10,000        |
|  | Structural Engineering   | \$28,000        |
|  | Landscape Architecture   | \$13,000        |
|  | Section 404 Assessment   | \$2,000         |
| III.   | Bidding and Contract Negotiations  | \$2,500         |
| IV.  | Construction Administration  | \$12,500        |
| <b>BASIC SERVICES TOTAL – BID AND CONSTRUCTION</b> |  | <b>\$81,000</b> |
| V.   | Direct Cost ( <u>allowance</u> )   |                 |
|  | (including a Registered Accessibility Specialist review/permit if necessary) | <b>\$3,000</b>  |

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

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

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

**ATTACHMENT "C"**  
**SERVICES NOT INCLUDED**

1. Right-of-entry for access to any private or public areas outside the right-of-way;
2. Platting, preparing easements or right-of-way parcel preparation and acquisition;
3. Subsurface utility engineering (SUE) investigation, assessments, except as specifically identified in this proposal;
4. Research of "as-built" drawings;
5. Water sampling and analysis;
6. Testing of building materials;
7. Hydrogeological analysis;
8. Storm water sampling and analysis;
9. Underground storage tank testing and remediation;
10. Researching title records for environmental liens or activity and use limitations;
11. Federal and state regulatory agency file review;
12. Site clean-up and remediation;
13. Evaluation of permitting requirements;
14. TxDOT driveway permit application;
15. Hydrologic and Hydraulic report;
16. Title research generally performed by the title company;
17. Utility Application Packages for installation of facilities within Utility easements;
18. Engineering services of any kind, unless indicated in the Scope of Services, assessments, except as specifically identified in this proposal;
19. Architectural services of any kind, unless indicated in the Scope of Services;
20. Geotechnical consulting services assessments, except as specifically identified in this proposal;
21. Traffic engineering report or studies;
22. Quality control and material testing services during construction;
23. Detention design, assume proposed impervious area equals existing impervious area;
24. Storm Water Quality Management Plan design;
25. Fire protection, gas, telephone, cable and/or electric design;
26. Topographic, Improvement or boundary surveys except as specifically identified in this proposal;
27. Record Drawings of improvements included in the civil scope of services;
28. Preparation of easements or dedication exhibits except as specifically identified in this proposal;
29. Filing fees and permit fees;
30. Environmental impact statements and assessments, except as specifically identified in this proposal;
31. Construction staking;
32. Construction administration, except as specifically identified in this proposal;
33. Floodplain studies or reclamation plans;
34. Design of any facilities within the limits of the building;
35. Quantity take-offs and/or Engineer's Statement of Probable Construction Cost;
36. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure;
37. Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance;

38. This proposal includes the design of on-site facilities only. Design of any off-site utility or drainage facility extensions, except as specifically identified under Section II of this proposal, which may be required to serve the property is not included;
39. Design and Surveying services for the project Engineer or Construction Contractor;
40. Preparation of presentation materials for marketing or purposes;
41. Public or other presentations;
42. Providing professional services for the field selection of plant materials;
43. Providing services other than those outlined in Attachment "A" Scope of Services;
44. Site visits or meetings as requested beyond the number identified in in Attachment "A" Scope of Services;
45. TDLR submittal, noting this project does not have unrestricted accessibility needs or concerns;
46. Archeological studies by a professional archeologist;
47. Texas Antiquities code requirements and submittals.