



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **TBG Partners** (the “Professional”), located at **1333 W Loop S Suite 1450, Houston, TX 77027** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Memorial Plaza at Pat Hallisey Park (PK2001B)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **April 20, 2026** and shall expire on **December 31, 2028** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$88,200** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—

exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional’s behalf Professional’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL**

OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ . *(date to be filled in by City Secretary)*

TBG PARTNERS - “Professional”

Signed by:

J. Blake Coleman

Blake Coleman, PLA, Principal

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(Scope of work/Proposal contains 15 pages, including this page)

See the following pages

EXHIBIT A



03/17/26

TBG

Chien Wei
Director of Parks & Cultural Services
Parks & Cultural Services
City of League City
512 2nd St.
League City, Texas 77573

Request for Design and Construction Services

Project Name: Pat Hallisey (Bay Colony) Park Memorial Full Services
Project Location: League City, Texas
TBG Project Number: H260102

Dear Mr. Wei,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants and, if included at this time, contractors (the Project Team) to achieve your overall Project goals. The Proposal defines TBG's Scope of Services and Fee for the Project.

We look forward to working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Blake Coleman". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

J. Blake Coleman PLA
Principal

TBG
1333 west loop south
suite 1450
houston, texas 77027

[713] 439 0027
tbgpartners.com

The Project

This project consists of a Memorial plaza within the Bay Colony regional sports park, also known as Pat Hallisey Park, serving the City of League City.

Reference Exhibit '1' below for the approved memorial concept and associated budget dated 1/13/2026 which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit '1', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

TBG will prepare and develop the site design and implementation documents to include the following:

- 01_ Full design services to address approved concept design for Memorial plaza including grading, sitework, planting, irrigation and lighting.
- 02_ Memorial sign monument design based upon approved concept design.
- 03_ Civil engineering for drainage and grading revisions to address approved concept design. Scope includes updating the hydrologic model to incorporate water surface elevations and conveyance along with updating the drainage and conveyance plans.

Reference Exhibit '1' below for our understanding of the current Program and site layout which serves as the basis for this Proposal. If the Project scope changes significantly from The Program or Exhibit 'A,' TBG reserves the right to revise the Scope of Services and associated fee and fee allocations to align with the scope modifications.

Exhibit '1'



Pat Hallisey Park Memorial - Option 1
Opinion of Probable Construction Cost
 Prepared by TBG Partners
 December 5, 2025
 H19144

Sitework						
Item	Unit	Qty.	Unit Cost	Total	Remarks	
Memorial Monument	allow	1	\$ 85,000.00	\$ 85,000.00		
Seating at lawn	ea	3	\$ 3,500.00	\$ 10,500.00		
Seat wall	LF	50	\$ 200.00	\$ 10,000.00		
Walkway	sf	10,000	\$ 8.50	\$ 85,000.00		
Lighting and Electrical	ls	1	\$ 20,000.00	\$ 20,000.00		
			Subtotal	\$ 210,500.00		

Landscape & Irrigation						
Item	Unit	Qty.	Unit Cost	Total	Remarks	
Hydromulch	sf	0	\$ 0.25	\$ -	- included in base project costs	
Shade Trees	ea	5	\$ 900.00	\$ 4,500.00		
Irrigation	sf	0	\$ 1.00	\$ -	- included in base project costs	
			Subtotal	\$ 4,500.00		

Sitework and Landscape Total	\$ 215,000.00
Contingency 10%	\$ 21,500.00
General Conditions 5%	\$ 10,750.00
Project Grand Total	\$ 247,250.00

Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Services associated with changes in scope of the Project may be considered Additional Services (defined below) provided for additional compensation.

Scope of Services

TBG will provide this scope of services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Proposal.

TBG's design process divides the Scope of Services into three distinct but interdependent phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Discovery (*completed under previous contract*)

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Tasks within Discovery include(s):

- Site Inventory and Analysis (*completed under previous contract*)
- Program Assessment and Analysis (*completed under previous contract*)

Development

To develop the Project vision and craft its form and function, from design through documentation. Tasks within Development include(s):

- Conceptual Design (*completed under previous contract*)
- Schematic Design (SD)
- Design Development (DD)
- Construction Documentation (CD)

Delivery

To consult in the implementation of the Project's vision through the construction phase, observing compliance with the intent of the overall design and its accompanying story.

Tasks within Delivery include(s):

- Bidding and Negotiation Assistance (BN)
- Pre-Construction Phase Services
- On-Site Construction Observation (CO)

Development

Schematic Design (SD)

Description of Services

TBG will develop a Schematic Design package for the Project, accommodating the Program based on City's objectives, as determined above. Schematic Design will serve to organize the site with Program elements, optimize spatial and performance objectives and establish an overall design framework/design approach.

Deliverables

- Schematic Design from City-approved Concept
- Overall rendered plan drawing(s), maximum of one (1)
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design intent
- Preliminary Opinion of Probable Construction Cost (OPCC).
- Coordination meetings with City, maximum of one (1)
- Presentation meeting, in League City, maximum of one (1)

Design Development (DD)

Description of Services

TBG will work with City to further develop the design concepts for the Project based on City's review and comment to the Schematic Design package. This task will serve to finalize the site plan and selection of materials for the Project.

Deliverables

- Production and issuance of a 100% DD package for City's review and comments. DD submittal will include the following:
- Opinion of Probable Construction Cost (OPCC)
- Coordination meetings with City, maximum of one (1)
- Presentation meeting, in League City, maximum of one (1)

Construction Documentation (CD)

Description of Services

TBG will prepare construction drawings and specifications to properly describe the scope of the Project. Construction Documents will be suitable for review and for competitive bidding purposes.

TBG will coordinate with Building, Planning, and Development Officials to make Construction Documents meet all Federal, State, and Local Codes and Ordinance requirements.

Deliverables

- Documents will be submitted at 60% and 90% for City reviews and comments prior to submittal of 100% documents for final review and approval. TBG will work with Building Officials and other departments to have plans Permit-Ready upon completion. All submittals in pdf format. TBG will submit a 60% and 90% progress review set of the Construction Document package for City's review and comment prior to final submission of the Issue for Construction Sets.
- TBG will prepare technical specifications to describe the quality of craftsmanship and materials for the Project. 90% and 100% documents will include project manual.
- Construction documents above will be a complete set, independent of Pat Hallisey (aka Bay Colony) Park construction document set.
- Opinion of Probable Construction Cost (OPCC) at 60%, 90% and 100% submittals
- Coordination meetings with City, maximum of one (1)
- Presentation meeting, in League City, maximum of one (1)

Delivery

Bidding and Negotiation Assistance (BN)

Description of Services

TBG will organize and facilitate a competitive bid process conforming with City of League City bidding protocol. TBG and its consultants will issue supplemental instructions and clarifications to bidders as needed during this task. We will also assist the City in developing bidder selection criteria, review of bid submittals and creation of bid tabulation form. TBG will provide coordination of bid and award activities with City of League City Purchasing Department, including the following items involved in the bid process:

- Coordinate with City to publish bid notice
- Upload Construction Documents on Civcast
- Conduct Pre-bid meeting with Bidders
- Answer bidder questions during the bidding period
- Prepare Bid Addenda if required
- Prepare Bid Tabulation Form
- Conduct Bid Opening meeting
- Tabulate and review bids and bidders' qualifications
- Prepare and submit a Recommendation of Award of Contract Letter

Deliverables

- Clarification of addenda and/or supplemental drawings as required
- Civcast upload of Construction Documents
- Facilitation of one (1) pre-bid meeting
- Provide a list of all questions from Bidders and accompanying answers from TBG and the City or both and distribute to all Bidders.
- Facilitation of one (1) bid tabulation form
- Issuance of Letter for award of contract
- Provide 3 sets of contract documents with the selected Bidder's Bid inserted to replace the Bid proposal blank pages for contract execution.
- Meeting(s) with City and Project Team to review and comment on bid tabulations and Contractor recommendations, maximum of one (1)

Pre-Construction Phase Services

Description of Services

TBG will review, mark-up, and return submittals, shop drawings and RFI's submitted by the selected contractor for the above-mentioned site/Project elements.

Deliverables

- Five (5) half-size sets of Construction Documents for City and Contractor's use. One (1) full-size set of plans to City's Engineering Department
- Review and prepare responses to Contractor RFIs
- Review and prepare comments of shop drawings and submittals and send City pdf of approved submittals

On-Site Construction Observation (CO)

Description of Services

TBG will provide typical Construction Observation Services by visiting the site during construction and being present for City's meetings as indicated below. As an expected part of implementation and interpretation of the Construction Documents, we periodically will observe the work of the Contractor to generally determine whether performance and quality of the construction is consistent with the intent of Construction Documents and Specifications. We will observe such things as grading, hardscape, planting, memorial structures, and soil placement and irrigation installation.

Deliverables

- Site visits with associated field report, maximum of four (4)
- Preconstruction meeting, maximum of one (1)
- Substantial Completion / punch walk site visit, maximum of one (1)
- Final acceptance site visit, maximum of one (1)
- Prepare Certificate of Final Acceptance
- Prepare Record Drawings from the Contractor's red-line mark ups.

Proposal Assumptions

TBG's Proposal, Scope of Services, and performance of the Services assumes and is expressly contingent upon the following:

- City shall provide safe, reasonable access to the Project site and will also provide other information or services in a timely manner as required for TBG's performance of the Services. TBG assumes no responsibility for, and reasonably will rely upon, documents supplied to it by City, City's consultants and contractors, and information from public and other records, without the need for independent verification, and without liability for same, even where incorporated into TBG's Services. Should TBG agree, at its sole discretion, to obtain or compile this information, such Services will be charged as Additional Services and TBG similarly shall be entitled to reasonably rely upon the accuracy of such information as obtained by or through others without the need for independent verification. Information to be provided by City shall include but not be limited to:
 - _ Legal descriptions of property
 - _ Topography and boundary surveys
 - _ Existing engineering and utility base information
 - _ Surveys, record drawings, and geotechnical and other investigations that TBG may request to execute the Services properly.
- Regardless of the Scope of Services, TBG, its consultants and other independent professionals: (a) shall not supervise, direct, or have control over or responsibility for performance, means, methods, safety precautions in the work or at the site, or activities of any contractor, subcontractor, or other person providing work or services; (b) shall not make continuous inspections of the quality or quantity of the work as would a third-party inspection service; and (c) assumes no responsibility for locating defects, errors, or omissions in construction or deviations from the Construction Documents which it does not actually observe during its periodic site visits.
- City acknowledges that each component of the Services is important to the whole, and that if TBG's Services do not continue through the completion of the Project for any reason, this may significantly increase the risk of loss from such things as misinterpretation of the intent of the design, unauthorized modifications, and misuse of the Construction Documents and Specifications by City and others for which TBG is not responsible.
- TBG understands that the Project will be delivered as one (1) document package in PDF. Creation of multiple packages will result in additional services.
- City agrees that any documents prepared by TBG for the Project are provided solely for use by City in the original construction of the Project at the location indicated in the Proposal.
- TBG understands that construction documents for this Project will be developed and delivered within an AutoCAD format and platform only. Additional formats, such as Revit, can be provided for Additional Services.
- TBG owns all work product generated under this Agreement, including by its consultants, (jointly, Instruments of Service), which is both licensed to City and intended for use only for the original construction, use, and marketing of this Project contingent upon TBG's receipt of full payment for Services under this

Agreement. Use other than as intended, including without limitation, for extensions of the Project, or distribution or modification without TBG's participation and written consent is at City's sole risk and without liability to TBG.

- Digital and AI-Assisted tools may be used for portions of our document preparation; however, all content will be reviewed, verified, and approved by the design professional responsible for the work. Authorship will remain solely with TBG.
- This Proposal includes design fees for irrigation design based on water supply from a domestic city source only.
- City will review and provide comments on drawings and outline criteria provided by TBG.
- TBG is not a professional cost estimator and does not guarantee the accuracy of estimates or opinions of cost, even if approved by TBG, and City agrees TBG does not have control over or responsibility for the cost of labor, material, equipment, or services furnished by others, market conditions, or contractors' methods of determining prices or performing the work. TBG will not perform Services associated with redesign/value engineering tasks due to non-comprehensive or "plug" number CM @ Risk pricing resulting in budget overruns. TBG will endeavor to design in accordance with City's budget where the budget is provided by City in writing in advance of commencement of the Services and in coordination with cost estimating provided separately by Contractor.
- TBG will not provide as-built documentation.
- TBG will not participate in zoning efforts.
- Official interpretation of statutes, codes, laws, and certification requirements affecting the Project may vary or contradict prior interpretations. TBG will endeavor to comply with such requirements. No guarantees are made as to approval of governing jurisdictions or certifying entities. City acknowledges it is City's responsibility to comply with accessibility laws and regulations, to consult with accessibility consultants and legal or financial counsel to determine whether any local, state or federal accessibility laws apply to City's Project, to provide that information to TBG, and to obtain an inspection upon completion of the Project. Playground equipment and/or playscape is subject to the guidelines promulgated by ASTM and has been designed to the current version of the ASTM guidelines. Owner shall maintain the playground equipment and/or playscape to be in compliance with the most current version of the ASTM guidelines, as required by Texas law.
- TBG shall not be required to sign any documents that would result in it having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain, which would change TBG's rights and obligations herein, or which potentially increase TBG's risk, costs, obligations, or liability at TBG's discretion.
- TBG shall not be responsible for detection, remediation, accidental release, reporting or any other service relating to naturally occurring or manmade site conditions, waste, or hazardous materials.

Additional Services

Additional Services are services that may be needed by City, but which are not expressly included in the Scope of Services described in the Proposal. Additional Services are subject to the assumptions and terms and conditions herein and will be provided only with City's prior agreement to compensate TBG for same and revise the schedule for performance as appropriate. Such services include but are not limited to the following:

- Preparation and presentation of graphic exhibits other than those described in Scope of Services.
- Revisions and changes in drawings, specifications or other documents previously approved by City, changes in scope, size, or quality of the Project, or the preparation of alternates or deductive change orders requested by City.
- Providing prolonged construction observation should the construction time be substantially extended through no fault of TBG.
- Providing services to accommodate changes related to budget/cost and value engineering efforts.
- Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for TBG's Scope of Services is reduced through no fault of TBG.
- Services made necessary by unknown or differing site conditions.
- City's requirement for Project-specific processes, techniques, or programs not typically employed by TBG.
- Participation in any aspect of a formal or informal hearing, dispute resolution process, litigation, or arbitration to which TBG is not a party, and only with TBG's consent, which may be withheld at TBG's sole discretion. Should a representative of TBG be subpoenaed to appear or produce documents by any party to such a dispute, City agrees it is obligated to compensate TBG for its time and expenses incurred in compliance.
- In addition, and without limitation, City hereby agrees that if City requests Services included in the following list it shall compensate TBG for same as Additional Services without the need for additional authorization by City: (a) Services performed more than [18 months] after the date of the Agreement; (b) changes to Services made necessary by laws, codes, and regulations enacted or revised after the date of the Agreement; (c) requests by City for changes to Services made necessary due to City's changes in scope, size, quality, or budget (whether increases or decreases requiring value engineering); (d) time required to comply with City-required procedures, processes, or the use of specialized software or programs not used by TBG in its regular course of business; or (e) requests by City for TBG's attendance at meetings, site visits, and other events or tasks in excess of the number provided in the Proposal.

Budget

TBG has assumed a Memorial construction budget of \$250,000 for the Scope of Services identified above. If the Project budget defined by the Scope of Services is increased or decreased by more than twenty percent (20%) the time and effort required to redesign the Project within the new budget will be considered Additional Services.

Schedule

Services described herein are contingent upon the following schedule, changes to which will result in Additional Services:

Description	Time	Units
Development		
Schematic Design (SD)	30	Calendar Days
Design Development (DD)	45	Calendar Days
Construction Documents (CD)	50	Calendar Days
Delivery		
Bidding and Negotiation Assistance (BN)	Est. 75	Calendar Days
Pre-Construction Phase Services	Est. 15	Calendar Days
On-Site Construction Observation (CO)	Est. 150	Calendar Days
<hr/>		
Total TBG Estimated Time	365	Calendar Days

* - Days noted above assume calendar days.

Fees for Professional Services

The fee for this basic Scope of Services will be billed monthly on a lump sum (LS) basis:

Description	Fee	Fee Basis
Development		
Schematic Design (SD)	\$ 5,300*	LS
Design Development (DD)	\$ 10,500*	LS
Construction Documents (CD)	\$ 17,200*	LS
Memorial Signage	\$ 15,200*	LS
Delivery		
Bidding and Negotiation Assistance (BN)	\$ 5,000	LS
Pre-Construction Phase Services	\$ 3,000	LS
On-Site Construction Observation (CO)	\$ 7,000	LS
Sub-Consultants		
Irrigation	\$ 3,000*	LS
Civil Engineering	\$ 18,000*	LS
ADA Compliance Review	\$ 2,000*	NTE
Reimbursables	\$ 2,000	Allow
Total TBG Scope of Services Fees		\$ 88,200

* - Time-Critical tasks, subjected to Liquidated Damages, totaling \$71,200 to be completed in 125 Calendar Days, excluding City review and approval periods.

Note: The Proposal excludes any and all state and local taxes associated with the Services and the Project site. Any such taxes required by law will be added to the Project fee for Professional Services and Reimbursable Expenses, as applicable.

Fees for Additional Services

Additional Services, those services not expressly included in the Scope of Services outlined above but requested in writing by City or otherwise authorized under the Agreement, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, are not included in the Total TBG Scope of Services Fee.

TBG Hourly Rates

Level	Hourly Rate
Staff 1	\$ 100-125
Staff 2	\$ 130-160
Staff 3	\$ 165-195
Staff 4	\$ 210-245
Staff 5	\$ 250-285

Reimbursables

The following costs shall be reimbursed at cost plus ten percent:

- Cost of copies, scanning, and printing in connection with the Services for this Project
- Local travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the City
- Photographic services and processing: drone aerial flights (associated drone insurance), videos and still photos
- Costs associated with City’s requirement to use computer software, programs, services or special processes not typically employed by TBG
- Fees for additional consultants retained with the approval of City
- Cost for bid advertisement(s)
- Autodesk Construction Cloud hosting and access provided to City and stakeholders
- Reimbursable expenses will be invoiced at cost plus 10%

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services must conform to the following submittal types and requirements:

A. 30% Submittals should, at a minimum, include the following: (Design Development)

1. Plans that contain the following information:
 - a. Cover Sheet
 - b. Field Survey Plan Sheet
 - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - d. Demo Plan
 - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
- ~~6. Traffic Impact Analysis (if needed)~~
- ~~7. Draft H&H Study and/or Preliminary Engineering Report (if needed)~~
- ~~8. Preliminary Land Acquisition Information (if needed)~~
- ~~9. Preliminary Geotechnical findings (if needed)~~
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

B. 60% Submittals should, at a minimum, include the following: (Construction Documents)

1. Plans that contain the following information:
 - a. Cover Sheet w/ index
 - b. General Notes
 - c. Sheet Layout
 - d. Typical Cross-Sections
 - e. Survey Control
 - f. Demo Plan
 - g. Grading Plan (if needed)
 - ~~h. Tree Protection and/or Landscape Plan (if needed)~~
 - ~~i. Traffic Control Plan (if needed)~~
 - ~~j. Proposed Drainage Area Map and calculations~~
 - ~~k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street~~
 - l. Intersection Details
 - ~~m. Sidewalks, Traffic Signage, & Pavement Marking Plans~~
 - n. SW3P Plan Sheet(s) and Details
 - o. Standard CoLC Details applicable for project
 - p. Project Specific Requirements/Details/Notes such as
 - 1) Electrical Plans/Details
 - 2) Structural Plans/Details
 - ~~3) Signal Plans/Details~~
- ~~2. Final ROW Documents for Land Acquisition (if needed)~~
- ~~3. Completed Geotechnical Report (if needed)~~
4. List of Updated Utility Conflicts and contact information for appropriate utilities.
5. List of needed Permits, draft applications for needed Permits

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

C. 90% Submittals should, at a minimum, include the following:

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
4. SW3P Manual with appropriate documentations/signatures as applicable
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities.

D. Resubmittals

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
- ~~2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.~~

II. Bid Phase Services should, at a minimum, include the following:

- A. **100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).**
- B. **Completed Project Manual**
- C. **Completed SW3P Manual**
- D. **Final OPCC**
- E. **Updated Construction Schedule**
- ~~F. Preparation of Exhibits and attendance at Public Meeting (if needed)~~
- G. **Assist with the advertisement of the project (if needed)**
- H. **Address any RFI during Bid process (if needed)**
- I. **Attend and Assist in running a Pre-Bid Meeting (if needed)**
- J. **Provide Addendums to Bid Documents (if needed)**
- K. **Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City**
- L. **Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.**

III. Construction Phase Services should, at a minimum, include the following:

- ~~A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start~~
- B. **Attendance at Construction Progress Meetings (if needed)**
- C. **Periodic Site Visits (minimum 1 visit per month of construction)**
- D. **Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.**
- E. **Address found Design Conflicts in the Field**
- F. **Provide paper & digital copies of As-Builts**