

SERVICES AGREEMENT
FOR
HENSEL PARK MASTER PLAN
THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS

THIS CONTRACT made June 12, 2017, by and between the BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, hereinafter called the “OWNER,” and RVI PLANNING + LANDSCAPE ARCHITECTURE, INC., hereinafter called the “PROVIDER”;

WITNESSETH, that whereas the OWNER intends to prepare a Master Plan for the **Hensel Park**, College Station, Texas, (the “Project”);

NOW, THEREFORE, the OWNER and the PROVIDER, for the considerations hereinafter named, agree as follows:

I

CONTRACT AMOUNT AND PAYMENTS

- 1.1 The OWNER agrees to pay the PROVIDER, pursuant to the schedule agreed to between the parties, a, all inclusive negotiated fee of forty-five thousand (\$45,000.00) to cover all costs and profits for performing the Scope of Work set forth in Attachment No. 1 to this Contract.
- 1.2 The fee to be paid to the PROVIDER under this Contract will be paid pursuant to the schedule agreed to between the parties and upon approval of the scope tasks set forth in Attachment No. 1 and in accordance with the following milestone schedule, subject to the provisions and modifications hereinafter stated:
- Pre-Design, Data Collection & Site Assessment Services \$9,000.00
 - Master Plan Services \$36,000.00
- 1.3 If the PROVIDER incurs delay(s) in the completion of the work of a milestone (described in Paragraph 1.2 above) due to causes beyond the control of the PROVIDER, the OWNER, at its sole discretion, may make partial payment(s) to the PROVIDER for work performed up to the time of the delay. The amount of the payment shall be in proportion to the percentage completion of the milestone work at the time of the delay as subjectively determined by the OWNER.
- 1.4 Under no circumstances shall the OWNER be obligated to make any payment (whether a progress payment or final payment) to the PROVIDER if any one or more of the following conditions precedent exist:
- 1.4.1 The PROVIDER is in breach or default under this Contract.

- 1.4.2 Any portion of a payment is for services that were not performed in accordance with this Contract provided; however, payment shall be made for those services which were performed in accordance with this Contract.
- 1.4.3 The PROVIDER has failed to make payments that are properly due and owing to consultants or other third parties used in connection with services for which the OWNER has made payment to the PROVIDER.
- 1.4.4 If the OWNER, in its good faith judgment, determines that the balance of the unpaid fees are not sufficient to complete the services in accordance with this Contract.
- 1.4.5 The PROVIDER has failed to perform those services required to maintain the project schedule; provided that, barring any other claim by the OWNER, any withheld payments will be paid to the PROVIDER at such time as the services are performed.

Notwithstanding any other provision of this Contract, the OWNER shall have the right to withhold from payments due the PROVIDER such sums as the OWNER deems reasonably necessary to protect the OWNER against any loss or damage which may result from negligence by the PROVIDER or failure of the PROVIDER to perform the PROVIDER's obligations under this Contract pending final resolution of such claims.

II

OBLIGATIONS, SERVICES AND DUTIES OF THE OWNER

- 2.1 The OWNER will furnish the PROVIDER available information and documents in the OWNER'S possession and pertinent to the Project.
- 2.2 Owner Points of Contact:

The Texas A&M University System
Jeff Zimmermann
Director, Procurement & Business Services
301 Tarrow St., Suite 361
College Station, Texas 77840
Phone: (979) 458-6410
Email: zimmermann@tamus.edu

III

OBLIGATIONS, SERVICES AND DUTIES OF THE PROVIDER

The PROVIDER agrees to perform services for the above named Project as follows:

- 3.1 The PROVIDER agrees and acknowledges that the OWNER is entering into this Contract in reliance on the PROVIDER's represented professional abilities with respect to performing the PROVIDER's services, duties, and obligations under this Contract. The PROVIDER will perform the PROVIDER's services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality.

- 3.2 Employ experienced and properly licensed architects, engineers, and a full team of necessary consultants, acceptable to the OWNER, and perform all services work set forth in Attachment No. 1, Scope of Work.
- 3.3 Perform the services for the above named Master Plan work in accordance with Attachment No. 1, Scope of Work. These services include obtaining all required OWNER and regulatory agency input, obtaining and compiling all pertinent data, attending all meetings and conferences including recording notes and preparing and distributing minutes, developing a complete Master Plan in accordance with all applicable State and Federal regulations, codes, and requirements, providing deliverables and preparing material as may be required for the PROVIDER's presentation of the Master Plan to the OWNER and other groups as set forth in Attachment No. 1.
- 3.4 Upon receipt of all the fees owed to PROVIDER under this Contract, Grant the OWNER the right to use reproducible film positives, digital versions, and hard copies of all Master Plan documents prepared for this Project as the OWNER sees fit for purposes of the planning of future additions, alterations, and/or modifications to the Hensel Park facilities and such uses shall not be considered to be infringing upon any legal right the PROVIDER may have in such works as established by the Copyright Act of 1976 (17 U.S.C., Section 101 et seq.) and shall only be used in accordance with current State Rules and Regulations of the Practice of Architecture and Engineering. OWNER shall release, defend, indemnify (including reasonable attorney's fees, expert fees, and costs) and hold harmless PROVIDER from any use of PROVIDER'S work product by OWNER or any third party for any purpose other than the specific purpose for which they were prepared by PROVIDER.
- 3.5 The OWNER may retain copies of documents, including digital copies, for information and reference in connection with the Master Plan. Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the PROVIDER reserves the right to retain the original tapes/disks.
- 3.6 Provide reports of fee payments to Historically Underutilized Business (HUB) firms as requested by OWNER.
- 3.7 PROVIDER Point of Contact:

RVi Planning + Landscape Architecture, Inc.
Attn: Barbara Austin
712 Congress Avenue, Suite 300
Austin, TX 78701
(512) 480-0032
Email: baustin@rviplanning.com

IV

CHANGES IN THE MASTER PLAN

- 4.1 After approval of the Master Plan, if the PROVIDER is caused extra drafting or other expenses due to significant scope changes ordered in writing by the OWNER and not the fault of the

PROVIDER, the PROVIDER will be paid an equitable fee for such extra services and expenses. Additional payment to the PROVIDER for accomplishing the changes will be in accordance with an agreed fee, approved in writing by the OWNER prior to performance of the service. Compensation will be based on hourly rates in accordance with the attached Labor Rate Schedule (Attachment No. 1), limited by the maximum specified in the contract change. The fee shall be consistent with the applicable payment terms in Paragraph 1.2 adjusted, as mutually agreed upon, for the services required.

- 4.2 If the PROVIDER is caused extra drafting or other expenses due to his own errors and/or omissions, he will make such corrections without additional fee.

V

TERMINATION OF CONTRACT

- 5.1 This Contract may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and such failure is not fully cured prior to the expiration of such seven (7) day period.
- 5.2 This Contract may be terminated at any time by the OWNER or PROVIDER for convenience upon at least fifteen (15) days' written notice to the other.
- 5.3 In the event of termination not the fault of the PROVIDER, the PROVIDER shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Services/Expenses then due, provided PROVIDER delivers to OWNER (i) statements, accounts, reports and other materials required for payment under this Contract and (ii) all reports, documents and other materials prepared by PROVIDER prior to termination.

VI

SUCCESSORS AND ASSIGNMENT

The OWNER and the PROVIDER each binds itself, successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract. Neither the OWNER nor the PROVIDER shall assign, sublet or transfer their interest in this Contract without written consent of the other, which consent shall not be unreasonably withheld.

VII

INSURANCE COVERAGE

The PROVIDER shall obtain and maintain, for the duration of this Contract or longer as stated in subparagraph D below, the minimum insurance coverages set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to OWNER. By requiring such minimum insurance, the OWNER shall not be deemed or

construed to have assessed the risk that may be applicable to the PROVIDER under this Contract. The PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to OWNER at least ten days before the effective date of the cancellation.

Coverages	Limit
A. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for The Texas A&M University System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability	
Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage.

Option: If a separate business auto liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the commercial general liability policy

C. Commercial General Liability	
Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Premises and Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed	\$1,000,000
Damage to rented Premises	\$ 300,000
Medical Payments	\$ 5,000

D. Professional Liability (E&O)

The PROVIDER shall maintain Professional Liability covering wrongful acts, errors and/or omissions, including design errors of the PROVIDER for damages sustained by reason of or in the course of performance of this Contract for three (3) years after the Project is complete. The Professional Liability insurance shall be in an amount of \$1,000,000 each claim/\$1,000,000 aggregate.

E. The PROVIDER shall include The Texas A&M University System Board of Regents and The Texas A&M University System as additional insured on the Commercial General Liability and Automobile

Liability policies, and the Workers' Compensation policy shall include a waiver of subrogation in favor of the Owner.

VIII

DISPUTE RESOLUTION

- 8.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by The Texas A&M University System and the PROVIDER to attempt to resolve any claim for breach of Contract made by the PROVIDER:
- 8.1.1 PROVIDER's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the PROVIDER shall submit written notice, as required by Subchapter B, to the Executive Vice Chancellor and Chief Financial Officer. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of The Texas A&M University System and the PROVIDER otherwise entitled to notice under the parties' Contract. Compliance by the PROVIDER with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
 - 8.1.2 The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the PROVIDER's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by The Texas A&M University System if the parties are unable to resolve their disputes under subparagraph 8.1.1 of this paragraph.
 - 8.1.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by The Texas A&M University System nor any other conduct of any representative of The Texas A&M University System relating to this Contract shall be considered a waiver of sovereign immunity to suit.
- 8.2 The submission, processing and resolution of the PROVIDER's claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.
- 8.3 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the PROVIDER, in whole or in part.
- 8.4 The designated individual responsible on behalf of The Texas A&M University System for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of the Government Code shall be the Chairman of the Committee on Buildings and Physical Plant, Board of Regents, The Texas A&M University System.
- 8.5 The OWNER shall have the right to pursue any and all remedies available to it at law or in equity if PROVIDER fails to perform the services with reasonable care and competence or fails to apply

the technical knowledge and skill which is ordinarily applied by reasonably prudent landscape architects or engineers practicing under similar circumstances and conditions in the same or similar locality. The PROVIDER shall hold harmless and indemnify the OWNER from any liability to the extent caused by negligent acts, errors, or omissions of the PROVIDER in the performance of its services under this Contract.

IX

GENERAL CONDITIONS

- 9.1 **Texas Law to Apply:** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas. Venue shall be in Brazos County, Texas.
- 9.2 **Parties Bound:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.
- 9.3 **Severability:** In case any one or more of the provisions contained in this Contract 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 thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.4 **Prior Agreements Superseded:** This Contract constitutes the sole and only agreement of the parties hereto with respect to the subject matter of this Contract and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 9.5 It is the policy of the State of Texas, the Texas Procurement and Support Services and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.
- 9.6 **Public Information.** PROVIDER acknowledges that OWNER is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Upon Owner's written request, PROVIDER will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to OWNER in a non-proprietary format acceptable to OWNER. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which OWNER has a right of access.

PROVIDER acknowledges that OWNER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

9.7 The OWNER and the PROVIDER hereby agree to the full performance of the covenants contained herein.

9.8 **CERTIFICATIONS:**

By agreeing to and signing this Contract, the PROVIDER hereby makes the following certifications and warranties:

9.8.1 Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Family Code requires the following statement: “Under Section 231.006, *Family Code*, the vendor or applicant certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

9.8.2 Prohibited Bids and Contracts. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Government Code requires the following statement: “Under Section 2155.004, *Government Code*, the vendor certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.”

9.8.3 Previous Employment. The PROVIDER acknowledges and understands that Section 2252.901 of the Texas Government Code prohibits a state agency from using state appropriated funds to enter into any employment, professional services or consulting services agreement with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If the PROVIDER is an individual, by signing this Contract, the PROVIDER certifies that Section 2252.901 (as amended) of the Texas Government Code does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

9.8.4 Franchise or Margin Tax. If the PROVIDER is subject to the Texas franchise tax, the PROVIDER certifies that, upon the effective date of this Contract, it is either exempt from the obligation to pay franchise taxes or is not delinquent in the payment of franchise taxes. The PROVIDER agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and OWNER shall be entitled to terminate this Contract upon written notice thereof to the PROVIDER.

9.8.5 Debt to State. Pursuant to Sections 2107.008 and 2252.903 of the Texas Government Code, the PROVIDER acknowledges and agrees that, to the extent the PROVIDER owes any debt or delinquent taxes to the State of Texas, any payments the PROVIDER are owed under this Contract may be applied by the Comptroller of Public Accounts toward

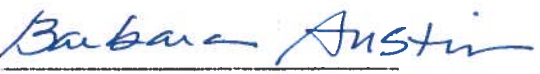
any debt or delinquent taxes the PROVIDER owes the State of Texas until the debt or delinquent taxes are paid in full.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

**BOARD OF REGENTS OF
THE TEXAS A&M UNIVERSITY SYSTEM
(THE OWNER)**

By 
Director, Procurement & Business Services
Date 6/21/17

Rvi
(THE PROVIDER)

By 
(Signature)
BARBARA AUSTIN
(Print or Type Name)

Date 6/21/17

The Texas Board of Architectural Examiners, PO Box 12337, Austin, Texas 78711 or 333 Guadalupe, Suite 2-350, Austin, Texas 78711, telephone (512) 305-9000, has jurisdiction over complaints regarding individuals licensed under Chapter 1051, Texas Occupations Code.

Name(s) of individual(s), sole proprietors, partner(s), shareholder(s) or owner(s) with an ownership interest of at least 25% of the business entity executing this Contract.

- Name: _____
- Name: _____
- Name: _____
- Name: _____

**SERVICES AGREEMENT
ATTACHMENT NO. 1
SCOPE OF WORK
HENSEL PARK
MASTER PLAN**

Prepare a Master Plan for the Hensel Park facilities for The Texas A&M University System. The Basic Services to be provided in this Master Plan preparation include the following tasks.

1) ARTICLE 1: PROJECT PARAMETERS AND SCOPE OF WORK

- a) The objective of the Project is to prepare a conceptual master plan for Hensel Park on the Texas A&M University campus. The master plan will be a guide for future park development supported by goals and objectives and will include a priority phasing plan and construction cost analysis. Limit of Work can be found on Exhibit A – Limit of Work.
- b) The financial, physical, time and other parameters of the Project are:
 - i) The Project is expected to be completed within six to eight months.
 - ii) The University is currently in the process of preparing a Campus Master Plan update which may determine other non-park uses for a portion of the Hensel Park site.
- c) The OWNER shall provide the following:
 - i) Designate a representative for this project. OWNER's representative will serve as the point of contact for the project.
 - ii) Keep the PROVIDER up to date on other projects and planning efforts that may affect the Project.
 - iii) Provide a schedule delineating important meetings and other dates that may impact the project schedule.
- d) Assumptions
 - i) The conceptual master plan will be designed as a single phase. Should the Project be put on hold for more than 60 days additional services will be incurred.
 - ii) No civil, hydrological or other engineering services or environmental studies are included in this proposal. A Phase I environmental site assessment may be required for the Project.
 - iii) All deliverables will be provided electronically to the Owner. Printing costs, if requested, will be considered an additional service.

2) ARTICLE 2: BASIC SERVICES

The PROVIDER shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

a) PRE-DESIGN, DATA COLLECTION AND SITE ASSESSMENT SERVICES

- i) Conduct a kickoff meeting with the intent of establishing a collaborative relationship and understanding of project goals among all stakeholders. The meeting agenda may include confirming project communication protocol, establishing design parameters, team responsibilities, project schedule, budget, and project approach.
- ii) Prepare project schedule with input from the University with major milestones and project meetings.
- iii) Compile and review existing site data and planning efforts as available from the University, the City and other sources including environmental surveys, topographic maps, aerial and historical photographs, historical references, applicable regulatory requirements and other available information.
- iv) Conduct site visits to collect pertinent first-hand knowledge of the park, its condition, context, and adjacent land uses.
- v) Review available campus master plan and other planning documents as they relate to the park.
- vi) Prepare a site assessment diagram to determine opportunities and constraints of the site and existing improvements.
- vii) Prepare initial park program narrative and diagram to show program relationships.
- viii) Meet with the stakeholder group, as arranged by the University, and present the initial site assessment. Identify issues, concerns and desires of the stakeholder group, and document the meeting.
- ix) Meetings (including stakeholder meeting) for this phase are limited to two (2).
- x) Deliverables for this phase include:
 - (1) Site Analysis Diagram
 - (2) Program Narrative and Diagram

b) MASTER PLAN PHASE

The Master Plan Phase involves the synthesis of all the information and feedback collected during the assessment phase, including the following steps performed by RVI:

- i) Review with the University representatives the base data, initial program development, and input from the stakeholder group. Discuss and refine the development program for the park. It is anticipated that this review and discussion will be via teleconference and email.
- ii) Prepare a Conceptual Park Framework Plan that will describe and define the use areas within Hensel Park. The plan will be diagrammatic in nature and will illustrate the uses of the land to accommodate the development program for Hensel Park.
- iii) Meet with University representatives to review the Conceptual Park Framework Plan and discuss the proposed park use areas and improvements, as well as areas to be restored and protected.
- iv) Based on feedback, RVI will prepare a preliminary conceptual master plan and supporting images and sketches to illustrate character and interpretive themes. The conceptual master plan for the park will be an illustrative plan including:
 - (1) Definition of major park and facilities functions and features
 - (2) Entry gateways and edge definitions and treatments including streetscape improvements along College and Texas Avenues

- (3) Pedestrian circulation and trail system
- (4) Water features and creek bank restoration
- (5) Pedestrian bridges or low water crossings
- (6) View enhancements and screening
- (7) Target ecosystem(s) goals and established procedures to protect / restore / create habitat
- (8) Restoration or replacement of existing recreation facilities such as the playscape, pavilion, sports fields, and courts
- (9) Improve/expanded event, festival, and performance spaces
- (10) New recreation opportunities
- (11) Site furnishings such as picnic tables, benches, drinking fountains, bike racks, lighting, etc.
- (12) Interpretive opportunities including interactive technology
- (13) Opportunities for art
- (14) Strategies for maintenance and operation of the park
- v) Prepare conceptual level estimates of probable costs, phasing plan and implementation strategies.
- vi) Meet with the University representatives to review final Conceptual Master Plan. This presentation will include the plan, program costs, phasing, and implementation strategies.
- vii) Refine plan as directed.
- viii) Present Final Conceptual Master Plan to TAMUS Board of Regents.
- ix) Final deliverables will include:
 - (1) Illustrative Conceptual Master Plan
 - (2) Supporting sketches
 - (3) Phasing Plan with conceptual level cost estimate of probable costs
 - (4) PowerPoint presentation for use by the University
- x) Meetings and Presentations for this phase are limited to three (3). Conceptual Master Plan iterations are limited to two (2).

3) ARTICLE 3: ADDITIONAL SERVICES

All services requested by the OWNER that are not listed in Article 2 of this Scope of Work are considered Additional Services including additional meetings, presentations and graphics. Additional Services are not included in the Basic Fee, and shall be paid for by the OWNER as set forth in Article 5 of this Scope of Work.

4) ARTICLE 4: INFORMATION TO BE PROVIDED BY OWNER

- a) OWNER shall provide, in a timely manner, all criteria and full information regarding OWNER's requirements for, and limitations on, the Project, including without limitation:
 - i) Legal description and to-scale boundary survey of the property;
 - ii) All deed restrictions and covenants;
 - iii) Topographic survey including 1' or 2' contours (unless otherwise agreed by PROVIDER), tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property as available from the OWNER;

- iv) Environmental analysis and surveys, including endangered species presence and/or habitat and known environmental features;
- v) CAD files, as appropriate and available, in an AutoCAD format to be mutually determined;
- vi) Existing or pending municipal, county, state and federal permits or approvals, and other pertinent information as required during the process;
- vii) Financial/economic information setting forth the budget limitations for the Project; and
- viii) Approved site plan showing existing conditions and all proposed improvements, including but not limited to utilities, structures, and all associated easements.

5) ARTICLE 5: COMPENSATION

a) BASIC SERVICES

The OWNER shall compensate the PROVIDER as follows:

PROVIDER’s compensation shall include the lump sum of \$45,000.00 dollars for Basic Services (the “Basic Fee”), plus the total for Additional Services performed on an hourly basis, plus reimbursable expenses, as set forth in this Article 5. PROVIDER’s total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below, and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The OWNER agrees to pay the PROVIDER the following fees for the Basic Services:

Pre-Design, Data Collection & Site Assessment Services	\$ 9,000.00
Master Plan Services	\$ 36,000.00

b) INVOICING AND PAYMENT

PROVIDER will invoice OWNER monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable thirty (30) days following the date of the invoice, at the office of RVi, 712 Congress Avenue, Suite 300, Austin, Texas 78701. Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall PROVIDER’s failure to bill monthly constitute default under the Terms and Conditions of this Agreement. PROVIDER retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if OWNER does not comply with the payment terms above. OWNER shall pay all costs and expenses, including without limitation, reasonable attorney’s fees and expenses incurred by RVi in connection with the collection of overdue accounts of OWNER.

c) HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the PROVIDER. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the PROVIDER.

Principal	\$175.00 - \$250.00
Project Director	\$125.00 - \$200.00
Project Manager	\$100.00 - \$175.00
Landscape Architect, Planner, Designer Production	\$ 80.00 - \$150.00
Technical, Administrative	\$ 70.00 - \$100.00

6) ARTICLE 6: TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Under Chapter 1052 of the Texas Occupations Code, The Texas Board of Architectural Examiners - 333 Guadalupe St., Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.