

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This Agreement for Professional Services (the “Agreement”) is made by and between the City of Hutchins, Texas (the “City”), a Texas type A general law municipal corporation located at 400 N. JJ Lemmon Road, P.O. Box 500, Hutchins, Texas 75141, and Kirby Anderson Contractors LLC (the “Professional”), a Texas limited liability company located at 4466 County Road 2526, Royse City, Texas 75189 (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee, to provide the services described in **Exhibit “A”** (the “Scope of Services”) to assist the City with the Hutchins Veteran’s Memorial Design (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
TERM

The Term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

ARTICLE II
CONTRACT DOCUMENTS

2.1 This Agreement consists of the following items:

- A. This Agreement; and
- B. Professional’s Scope of Work for services provided to City (attached as **Exhibit “A”**); and
- C. City insurance requirements (attached as **Exhibit “B”**).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

ARTICLE III
SCOPE OF SERVICE

3.1 Professional shall provide the services specifically set out in **Exhibit “A”**.

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

3.3 All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by City.

ARTICLE IV SCHEDULE OF WORK

Professional agrees to commence the services upon a Notice to Proceed from the City and to complete the required services in accordance with a work schedule mutually established by the City and Professional. Any work performed or expenses incurred by Professional prior to Professional’s receipt of a Notice to Proceed from the City shall be entirely at Professional’s own risk.

ARTICLE V COMPENSATION AND METHOD OF PAYMENT

5.1 Professional’s Fee. Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services in **Exhibit “A”**. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional’s monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional’s employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

5.2 Expenses. Unless otherwise provided in the Scope of Services Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

5.3 Hourly Rates. The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

ARTICLE VI DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

6.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time

and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

6.2 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless otherwise provided herein.

6.3 Professional's Facilities and Equipment. Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

6.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands and as set forth in the Scope of Services. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

ARTICLE VII SUSPENSION OF WORK

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due to the Professional shall be suspended until Professional has taken satisfactory corrective action.

ARTICLE VIII RELATIONSHIP OF PARTIES

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional, require Professional to devote her full-time services to City, or dictate Professional's sequence of work or location at which Professional performs her work.

ARTICLE IX AVAILABILITY OF FUNDS

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

ARTICLE X INSURANCE

10.1 During the term of the agreement with the City, the Professional shall be required to maintain in full force and effect the following insurance:

- A. Commercial general liability policy of insurance for bodily injury, death, and property damage including the property of the City, its officers, contractors, agents, and employees (collectively referred to as the "City") insuring against all claims, demands, or actions relating to the work and services provided by the Professional pursuant to the agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City;
- B. Automobile liability insurance policy covering any vehicles owned, non-owned, hired, and/or operated by the Professional, its officers, agents, and employees, and used in the performance of the agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage;
- C. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under the agreement with policy limit of not less than \$1,000,000.00; and
- D. Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors, and omissions by Professional, its contractors, sub-contractors, consultants, and employees in the performance of services pursuant to the agreement.

10.2 All insurance shall be endorsed to provide the following provisions:

- A. Except for the Workers Compensation Insurance and Professional Liability policy, name the City, its officers, and employees as additional insureds as to all applicable coverage;
- B. Except for the Professional Liability policy, provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance;
- C. A specific endorsement be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least thirty (30) days prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the Professional providing the required insurance are prohibited by law to provide any such specific endorsements, Professional shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal, and/or material changes to any of the policies of insurance.

10.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

10.4 A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Professional by City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this agreement.

ARTICLE XI INDEMNIFICATION

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XII TERMINATION

12.1 Termination for Cause. The City may terminate this Agreement, with or without cause, by giving Professional thirty (30) days prior written notice. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

12.2 Termination for Default. The City shall terminate this Agreement immediately in the event Professional fails to: (i) meet delivery schedules or (ii) otherwise conform to the specifications under this Agreement. Breach of contract or default authorizes the City to award the Agreement to another professional, purchase elsewhere, and charge the full increase in cost and handling to the defaulting Professional.

ARTICLE XIII MISCELLANEOUS

13.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

13.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

13.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

13.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

13.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

13.7 Severability. In the event 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

13.9 Recitals. The recitals to this Agreement are incorporated herein.

13.10 No Waiver of Immunity. The Parties agree that City has not waived immunity by entering into and performing its respective obligations under this Agreement.

13.11 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such

other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Hutchins, Texas
Attn: James Quin, City Administrator
400 N. JJ Lemmon Road, P.O. Box 500
Hutchins, Texas 75141
Telephone: (972) 225-6121
Email: jquin@cityofhutchinstx.gov

With a copy to:

Nichols | Jackson, L.L.P.
Attn: Joseph J. Gorfida, Jr., City Attorney
500 N. Akard Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
Email: jgorfida@nicholsjackson.com

If intended for Professional:

Kirby Anderson Contractors LLC
Attn: _____
4466 County Road 2526
Royse City, Texas 75189
Telephone: _____
Email: _____

13.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

13.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

13.14 Audits and Records. Professional agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

13.15 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

13.16 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

13.17 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

13.18 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

13.19 No Excluded Nation or Foreign Terrorist Organization. Professional certifies that Professional is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2026.

CITY OF HUTCHINS, TEXAS

By: _____
James Quin, City Administrator

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(05-14-2026: 4910-6499-4732, v. 1)

EXECUTED this 24th day of June, 2026.

KIRBY ANDERSON CONTRACTORS LLC

By: 
Name: Letora Anderson
Title: Owner

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "A"

SERVICES

Proposed Services. The Services to be provided under this Agreement are:

I.1 Preliminary Project Scope

The Landscape Architect understands that the Project consists of preparing a revised concept plan and opinion of probable construction cost for the proposed Veteran's Memorial located at the City Hall site in Hutchins.

A. The site is described in this image:



B. The Landscape Architect shall provide design services that include the following:

- i. Design of a memorial space incorporating:
 1. Hardscape elements
 2. Fountain features
 3. Planting areas
 4. Monumentation and memorial components
- ii. Consideration of water service and irrigation needs associated with the proposed improvements.

- iii. Attendance at one (1) meeting, either virtual or in person, with the Beautification Committee and/or designated representatives to discuss project goals, priorities, and design direction.
 - iv. Preparation of a preliminary opinion of probable construction cost.
 - C. The design work excludes:
 - i. Preparation of a new boundary, or utility survey.
 - ii. Specialty subconsultant services, including but not limited to electrical, mechanical, or other engineering disciplines.
 - D. Reasonable recommendations and ideas provided by City staff and project representatives during the design process shall be incorporated into the Project to the extent feasible and appropriate within the approved scope, schedule, and budget.

I.2 Site Analysis Phase

To evaluate the physical characteristics and limitations of the site relative to the Project requirements, the Landscape Architect shall:

- A. Document and evaluate existing site conditions, including but not limited to:
 - 1. Topography
 - 2. Drainage patterns
 - 3. Existing vegetation and significant specimen plants
 - 4. Water features
 - 5. Existing structures
 - 6. Site views and visual relationships
 - 7. Relevant off-site conditions
- B. Verify the general location of available utilities relevant to the Project.
- C. Analyze site opportunities and constraints affecting the proposed improvements.
- D. Review applicable governmental requirements, including zoning regulations, ordinances, permit requirements, and known development restrictions applicable to the site.
- E. Advise the Client regarding recommended investigations or supporting documents that may be required for the Project, including but not limited to:
 - 1. Soils analysis
 - 2. Topographic survey
 - 3. Utility survey
 - 4. Property boundary survey

- F. Provide findings in one or more of the following formats, as requested by the Client:
1. Written summary memorandum or letter
 2. Site analysis exhibit or plan drawing
 3. Summary of recommended tests and surveys

I.3 Design Development Phase

Based upon the Concept Design approved by the Owner, the Landscape Architect shall further develop and refine the design intent of the Project through the preparation of the following:

- A. Refined design plans identifying the proposed improvements in relation to existing site features and proposed project elements.
- B. Design detail sketches illustrating proposed forms, materials, finishes, colors, and textures.
- C. Supplemental drawings as necessary to communicate the design intent, which may include:
 1. Site Plan
 2. Detailed Area Plans
 3. Grading Plan
 4. Planting Plan
 5. Irrigation Plan
 6. Site Furnishings Plan
- D. Additional plans deemed necessary by the Landscape Architect
- E. Outline specifications for applicable portions of the work.
- F. Submission of the Design Development package to the Client for review and approval.

I.4 Construction Document Phase

Following approval of the Design Development submission, the Landscape Architect shall prepare Construction Documents suitable for permitting, bidding, negotiation, and construction of the Project.

A. Construction Plans

Construction Documents may include the following:

1. Demolition Plan
2. Staking/Layout Plan
3. Erosion Control Plan and Report
4. Grading and Drainage Plan
5. Irrigation Plan
6. Planting Plan
7. Furnishings Plan

8. Lighting Plan
9. Signage Plan
10. Other plans as necessary to adequately bid and construct the Project

B. Construction Details

Preparation of construction details illustrating:

1. Materials
2. Connections
3. Dimensions
4. Finishes
5. Spatial relationships
6. Installation requirements

C. Consultant Coordination

The Landscape Architect shall coordinate the work of subconsultants and other consultants engaged for the Project, as applicable. The extent of consultant services shall be determined following completion of Schematic Design and may include:

1. Grading Plans
2. Drainage Plans
3. Fountain Details
4. Irrigation Plans
5. Associated technical specifications

D. Specifications

Preparation of construction specifications for the proposed improvements.

E. Cost Estimate

Update the opinion of probable construction cost based on the Construction Documents.

F. Permitting Assistance

Assist the Client with preparation and submission of documents required for governmental review and permitting.

G. Agency Review Coordination

Address applicable agency comments and revise the Construction Documents as necessary for compliance.

H. Final Cost Estimate

Submit a final opinion of probable construction cost.

I. Deliverables

Provide one (1) hard copy set of the Construction Documents and digital copies as

required. Additional copies shall be considered reimbursable expenses.

I.5 Bidding Phase

If the Project is publicly bid, the Landscape Architect shall assist the Client during the bidding process to help identify a qualified contractor and establish a construction contract amount.

Services may include:

- A. Advertising the Project to prospective bidders.
- B. Reviewing contractor qualification submissions, if required, and providing recommendations.
- C. Conducting a pre-bid conference and documenting meeting proceedings.
- D. Preparing and issuing addenda to clarify the Construction Documents as necessary.
- E. Attending the bid opening.
- F. Reviewing submitted bids, including alternates, and providing a recommendation regarding contract award..

I.6 Construction Contract Administration Services

The Landscape Architect shall provide construction administration services during construction of the Project, including:

- A. Participation in pre-construction meetings.
- B. Review of material and equipment submittals.
- C. Review and response to Requests for Information (RFIs), shop drawings, and change order requests.
- D. Preparation of Owner-initiated change orders, if requested, which may constitute Supplemental Services.
- E. Periodic site observations to evaluate general conformance of the work with the Construction Documents. The frequency of site visits shall be determined prior to execution of this phase. Weekly or biweekly visits are anticipated.
- F. Evaluation of completed work for substantial conformance with the design intent and Construction Documents.
- G. Conducting final observations to determine project completion and acceptance.
- H. Review of contractor-provided record drawings or as-built drawings.
- I. Attendance at one (1) warranty walkthrough approximately one year following substantial completion.
- J. Receipt and review, on behalf of the Owner, of warranties, guarantees, lien releases, and related closeout documents.

K. Review of surety consent, if applicable, related to issuance of final payment..

Supplemental Services. In addition to the Services described above, KAC may provide additional or supplemental services ("Supplemental Services") when requested by the Client. Supplemental Services shall be compensated separately from the Project Cost ("Supplemental Costs"). KAC shall not be obligated to perform Supplemental Services until the scope and associated compensation are mutually agreed upon in writing.

Supplemental Services may include, but are not limited to, the following:

Contract Negotiation Phase

If the Project is negotiated rather than competitively bid, the Landscape Architect may assist the Client during contract negotiations, including:

- A. Meeting with the selected contractor to review the Construction Documents and scope of work.
- B. Providing clarification or interpretation of the Construction Documents.
- C. Reviewing contractor proposals and providing recommendations regarding contract award.
- D. Assisting with coordination of donated materials, in-kind services, volunteer labor, or other alternative funding or construction arrangements, as applicable.

Changes to Services. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because Client changes to previous Project budget parameters or Project requirements.