

December 6, 2022

Mr. Bill Funderburk
Assistant City Manager
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

**RE: PROFESSIONAL SERVICES FOR AMENDING THE CITY OF WILLOW PARK OCTOBER 2019
PARKS AND TRAILS MASTER PLAN.**

Dear Mr. Funderburk,

Baird, Hampton & Brown, Inc. (BHB) is pleased to submit this letter proposal to you (City of Willow Park) for providing professional services for amending the October 2019 Willow Park Parks and Trails Master Plan. The purpose of this revision is to include soft-surface, nature trails (commonly referred to as singletrack) to the master plan. Singletrack trails are used for off-road bicycling, hiking, trail running, backpacking and dog walking. BHB will be tasked with performing a study within the city limits and extra-territorial jurisdiction (ETJ) to identify areas that are suitable for development of singletrack trails.

Additionally, BHB will study public roadway rights-of-way and off-street, paved trailways open to the public to identify routes where people on bicycle or foot can recreate and/or commute within the city limits of Willow Park.

Goals for amending the October 2019 Willow Park Parks and Trails Master Plan will accomplish the following:

- Identify areas on public and private lands that are suitable for trail development within the city limits and ETJ of Willow Park.
- Establish a framework of cooperation between the City of Willow Park, trail steward nonprofits, private property owners and land developers to create singletrack trails and bikeways.
- Provide land developers with a concept plan for public/private trail development partnerships.
- Identify bikeways within the city that connect singletrack trail networks with one another.
- Create a forum to educate the public on the stewardship responsibilities of singletrack trail sustainability.
- Partner with municipalities adjacent to Willow Park and the NCTCOG to create a cohesive trail network in Eastern Parker County.

SCOPE OF WORK

TASK 1 – PREPARATION OF AUTOCAD BASE FILE INFORMATION (90 Hours)

City of Willow Park to provide BHB:

- Digital file (PDF, SHP, or DWG file) of approved Willow Park Future Land Use Plan.
\\BHB-27\Common\job\2022\840\002- Willow Park Trails\03 Documents\03 Civil\02 EOPC\FINAL PROPOSAL\Willow Park Trail Master Plan

- Digital file (SHP or DWG file) of approved parcels, city limits and ETJ of Willow Park.
- Digital file (PDF, SHP, or DWG file) of approved Willow Park concept trail alignment from the [October 2019 Willow Park Parks and Trails Master Plan](#) (page 30 of 48).

BHB to provide:

- LiDAR topography of Willow Park city limits and ETJ.
- FEMA floodplain and floodway limits.
- Nearmap aerial photo of Willow Park city limits and ETJ.

BHB file will create an AutoCAD BASE DWG file with all the above information. This file will be used to create our design for the project, exhibits for the report and KMZ files for site visits. Additionally, the file will contain the following information:

- Existing and concept trail alignments discussed by BHB in meetings with the City of Willow Park per the East Parker County Trail Plan as of December 1, 2022.
- City limits and ETJ boundaries of the adjacent communities of Hudson Oaks, Weatherford, Annetta, Willow Park, Annetta North, and Fort Worth.
- Existing, proposed and/or conceptualize trails in Hudson Oaks, Weatherford, Annetta, Willow Park, Annetta North, and Fort Worth.
- Existing, proposed and/or conceptualize trails defined by [NCTCOG](#).

TASK 2 – MEETINGS WITH CITY STAFF, OTHER GOVERNMENTAL ENTITIES AND STAKEHOLDERS (85 Hours)

MEETINGS WITH WILLOW PARK CITY STAFF (36 Hours)

BHB will meet with Willow Park city staff to provide hard copy and digital PDF of the project BASE DWG file for approval of the information.

MEETINGS WITH WILLOW PARK PARKS BOARD (12 Hours)

BHB will attend Willow Park parks board meetings to discuss the goals of project, share ideas and progress reports.

INFORMING NCTCOG ABOUT THE PROJECT SCOPE (8 Hours)

BHB will work with Willow Park city staff to collaborate with the [NCTCOG and Mobility 2045 Plan](#). (Note: I really believe that [Chad Marbut at the City of Weatherford](#) will be our NCTCOG contact)

PARKER CO. SOIL AND WATER CONSERVATION DIST. #558 (6 Hours)

BHB will meet with [PCS #558](#) to discuss where and where not trail can be constructed on property under their jurisdiction.

PARKER COUNTY COMMISSIONER (4 Hours)

BHB will work with Willow Park city and Parker County Commissioner staff to detail the project scope and its impact on any county-maintained roadways within the city limits and ETJ of Willow Park.

TxDOT (4 Hours)

BHB will work with Willow Park city staff and TxDOT to schedule a meeting to discuss creating a trail from East Bankhead north to Kings Gate Road under the Interstate 20 bridge adjacent to the Trinity River.

LOCAL BUSINESS STAKEHOLDERS (10 Hours)

BHB will:

- Work with Willow Park city staff to update the BASE DWG file as new street infrastructure projects come online that impact the Willow Park Parks and Trail Master Plan and the EPCoT Trail until the project is approved.
- Meet with business leaders where BHB has conceptually defined trail per the East Parker County Trail Plan as of July 20, 2022.

THE WEATHERFORD MOUNTAIN BIKE CLUB AND THE FORT WORTH BICYCLE ASSOCIATION (5 Hours)

BHB will schedule a meeting at Willow Park city hall with officers of the Weatherford Mountain Bike Club ([WMBC](#)) and the Fort Worth Bicycle Association ([FWBA](#)) to explain the vision of the Willow Park Parks and Trail Master Plan and the EPCoT Trail.

The goal of the meeting will be:

- Create a team of stakeholders from the mountain bike and road bike community to share ideas and thoughts on the project.
- Discuss ideas about bringing awareness of the project to their members.

TASK 3 – THE EAST PARKER COUNTY TRAIL MEETING (6 Hours)

EAST PARKER COUNTY TRAIL

The EPCoT Trail is a proposed 25.5-mile bicycle/hiking route from downtown Aledo to Quannah Hill MTB Trail and around Lake Weatherford.

BHB will work with Willow Park city staff to schedule a meeting at Willow Park city hall with city representatives of the five communities to be served by the East Park County Trail (aka The EPCoT Trail).

Those communities are:

- Willow Park
- Weatherford
- Annetta North
- Annetta
- Aledo
- Hudson Oaks

The goal of the meeting will be:

- Inform the adjacent city staff about amending the Willow Park Parks and Trail Master Plan and the EPCoT Trail.
- Establish an environment of teamwork to share ideas to create a cohesive trail plan.

BHB will revise the BASE DWG file based on input from the stakeholders attending this meeting.

TASK 4 – SITE VISITS AND DATA COLLECTION (40 Hours)

BHB will:

- Visit the trail alignments and city owned parks as defined in the October 2019 Willow Park Parks and Trails Master Plan.
- Utilize Nearmap aerial and oblique photos and other satellite imagery to investigate undeveloped areas of Willow Park for trail development.
- Work with Willow Park city staff to meet interested landowners who would like to be involved in the project.

City of Willow Park will:

- Provide new site and street infrastructure improvements that impact the trail study.

TASK 5 – PRELIMINARY DESIGN REPORTS (80 Hours)

EXISTING CONDITIONS AND PRELIMINARY DESIGN REPORT

BHB will meet with Willow Park city staff with a hard copy and digital PDF of the updated BASE DWG file of following:

- Update BASE DWG file based on findings from site visits and data collection.
- Note where paved [bikeways](#) can be constructed on and/or adjacent to public roadways and open spaces.
- Highlight areas where singletrack trail development can happen.
- Locations of trailhead facilities (parking, trailhead kiosks).
- Locations of kid's MTB skills areas.
- Willow Park trail connections with NCTCOG concept trails and trails from adjacent cities.
- Revise the BASE DWG file based on input from this meeting.

FIRST SUBMITTAL

BHB will:

- Meet with Willow Park city staff to submit the first draft of amending the Willow Park Parks and Trail Master Plan.
- Present exhibits and narrative of the trail amendment goals
- Gather feedback from staff.
- Update project plans per comments.

TASK 6 – PUBLIC INPUT MEETING (10 Hours)

City of Willow Park will schedule a public input meeting at Willow Park city hall to present the findings of the project.

BHB will:

- Lead a presentation outlining the goals for amending the October 2019 Willow Park Parks and Trails Master Plan.

- Provide exhibits of the trail amendment discoveries for public viewing and review.
- Listen and take notes of citizens ideas and concerns.
- Revise the amendment based on input from the stakeholders attending this meeting.

TASK 7 – FINAL DESIGN REPORT AND PRESENTATION TO CITY COUNCIL (10 Hours)

BHB will attend a city council meeting to present the report of amending the City of Willow Park Parks and Trail Master Plan. The report will include the following:

- A PDF of the amendment narrative.
- AutoCAD file of the concept trail alignments and all trail infrastructure concepts.
- KMZ files of the trail alignments.

COMPENSATION

Task	Description	Compensation	CLIENT Initials
1	Preparation of AutoCAD BASE File	\$12,150.00	
2	Meetings with City Staff, Other Governmental Entities and Stakeholders	\$12,375.00	
3	East Parker County Trail (EPCoT Trail)	\$810.00	
4	Site Visits and Data Collection	\$5,400.00	
5	Preliminary Design Reports	\$10,800.00	
6	Public Input Meeting	\$1,350.00	
7	Final Design Report and Presentation to City Council	\$1,350.00	
	TOTAL	\$44,235.00	

ASSUMPTIONS

- a. Any additional work not specifically included in the above “Scope of Work” will be accomplished as an additional service under a separate written agreement with the CLIENT, to be negotiated at the time the work is requested.
- b. This proposal does not include an archeological assessment or any Environmental Study.
- c. This proposal does not include review fees of any kind from city, state, federal or other sources, such fees are the responsibility of the Client.
- d. This proposal does not include a Traffic Impact Analysis (TIA).
- e. This proposal does not include submittal of plans to the TDLR for review of Architectural Barriers Texas Accessibility Standards (TAS).

NOTICE TO PROCEED

Once a signed copy of this letter of proposal is received by BHB, work will be authorized and will begin. We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact Larry Colvin or myself by phone at (817) 596-7575 or by e-mail at olee@bhbin.com. If you agree with the services described above and wish for BHB to proceed with this assignment, please sign below and return one copy of the agreement for our files.

Respectfully,
Baird, Hampton & Brown

Client : City of Willow Park



Ottis Lee, III, PE
Vice president of Land Development

By: _____
Bill Funderburk
Assistant City Manager

Date: _____

Address: _____ 516 Ranch House Road

Address: _____ Willow Park, TX 76087

Phone: _____ 817.441.7108

Email: _____ bfunderburk@willowpark.org

Attachment: General Conditions

GENERAL CONDITIONS

THE GENERAL CONDITIONS HEREIN ARE MADE A PART OF THE AGREEMENT BETWEEN BAIRD, HAMPTON & BROWN, INC., HEREIN AFTER REFERRED TO AS "BHB" AND CITY OF WILLOW PARK HEREIN AFTER REFERRED TO AS "THE CLIENT".

Services under this agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended.

Baird, Hampton & Brown, Inc. shall not be responsible for Contractor's failure to construct the work in accordance with the Contract Documents.

COMPENSATION

Compensation to BHB for the basic services shall be as described in the agreement. If BHB sees the Scope of Services Changing so that additional services are needed, BHB will notify the client for approval before proceeding. Additional Services shall be computed based on the BHB hourly rate schedule as shown below:

Engineering:		Surveying:	
Engineering & Management – Principal/VP	\$ 285.00 /hr.	Engineering & Management –Principal/VP	\$ 285.00 /hr.
Project Management	\$ 190.00 /hr.	Surveying Services – Senior RPLS	\$ 190.00 /hr.
Engineering – Senior PE	\$ 190.00 /hr.	Surveying Services – RPLS	\$ 145.00 /hr.
Landscape Architect	\$ 135.00 /hr.	CAD/Tech. Survey Services – Sr Tech.	\$ 135.00 /hr.
Landscape Architect Intern	\$ 90.00 /hr.	CAD/Tech. Survey Services	\$ 90.00 /hr.
Engineering Services – PE	\$ 135.00 /hr.	Land Surveying Research	\$ 90.00 /hr.
Engineering Services – EIT	\$ 100.00 /hr.	Field Surveying – 1 Person Crew	\$ 175.00 /hr.
Design Services – Senior Designer	\$ 135.00 /hr.	Field Surveying – 2 Person Crew	\$ 205.00 /hr.
Design Services – Designer	\$ 100.00 /hr.	Construction Staking – 2 Person Crew	\$ 225.00 /hr.
CAD / Drafting Services	\$ 70.00 /hr.	GIS Technical Services	\$ 90.00 /hr.
Clerical Services	\$ 65.00 /hr.		

The hourly rate schedule will be adjusted annually.

Baird, Hampton & Brown, Inc. reserves the right to determine the project team arrangement and / or crew size and equipment usage for each project, allowing us to utilize our experience to maximize project efficiency and production.

The standard workday includes travel time to and from Baird, Hampton & Brown, Inc.'s office. Variation in work time, to include weekends, holidays or overtime must be agreed to in writing before working. A minimum of two (2) hours of survey crew time will be billed for each scheduled site visit. We require two (2) working days notice when scheduling additional work.

DIRECT EXPENSES - Direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include any review or permit fees paid by BHB, outside printing and reproduction expenses, travel, transportation, and subsistence away from the DFW metroplex and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work to be done by independent persons other than staff members. Travel will be reimbursed at \$0.575 per mile or the current reimbursement rate allowed by the IRS at the time of this agreement.

OPINION OF PROBABLE CONSTRUCTION COST - In providing opinions of probable construction cost, the Client understands that BHB has no control over the cost or availability of labor, equipment or materials, or over market conditions or the

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Contractor's method of pricing, and that BHB's opinion of probable construction costs are made on the basis of BHB's professional judgment and experience. BHB makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from BHB's opinion of probable construction cost.

VERIFICATION OF EXISTING CONDITIONS - Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by BHB regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

DURATION OF AGREEMENT - This proposal assumes that the total duration of the project, including design, construction, commissioning and certificate of occupation will not exceed 24 months. If this project continues longer than 24 months and BHB is required to provide engineering services, then services will be payable as additional services.

PAYMENT DUE. Invoices will be submitted based upon the work performed during the billing period and are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

INTEREST. If payment in full is not received by BHB within 90 calendar days of the due date, invoices shall bear interest at one percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. If the Client fails to make payments when due and BHB incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to BHB. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable BHB staff costs at standard billing rates for BHB's time spent in efforts to collect. This obligation of the Client to pay BHB's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, BHB may suspend performance of services upon seven calendar days' notice to the Client. BHB shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, BHB may choose to resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES. If the Client fails to make payment to BHB in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by BHB.

SET-OFFS, BACKCHARGES, DISCOUNTS. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by BHB. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

AMERICANS WITH DISABILITIES ACT – TEXAS DEPARTMENT OF LICENSING AND REGULATION – ARCHITECTURAL BARRIERS – Unless specifically included within BHB's proposed scope of work, the project Architect, Client and/or Owner are responsible for the timely project registration, and submittal of the issued/sealed "for construction" engineering plans prepared by BHB and/or its sub-consultants, per Government Code, Chapter 469, Subchapter C, Section 469.101 & 469.012.

INFORMATION PROVIDED BY OTHERS - The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. BHB may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. BHB shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

DEFINITION OF HAZARDOUS MATERIALS - As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under

any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES - Both parties acknowledge that BHB's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event BHB or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to BHB that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of BHB's services, BHB may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY - The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless BHB, its officers, partners and employees from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of BHB.

JOBSITE SAFETY - Neither the professional activities of BHB, nor the presence of BHB or its employees and subconsultants at a construction/project site, shall impose any duty on BHB, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. BHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, BHB and BHB's subconsultants.

CONSTRUCTION OBSERVATION - BHB will visit the site at intervals stated within this Agreement, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow BHB to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, BHB shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by BHB as Additional Services in accordance with the terms of this Agreement.

BHB shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

BHB shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. BHB does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

SHOP DRAWING REVIEW - BHB shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or

construction safety precautions, all of which are the sole responsibility of the Contractor. BHB's review shall be conducted with reasonable promptness while allowing sufficient time in BHB's judgment to permit adequate review. Review of a specific item shall not indicate that BHB has reviewed the entire assembly of which the item is a component. BHB shall not be responsible for any deviations from the Construction Documents not brought to the attention of BHB in writing by the Contractor. BHB shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CERTIFICATIONS, GUARANTEES AND WARRANTIES - BHB shall not be required to sign any documents, no matter by whom requested, that would result in BHB's having to certify, guarantee or warrant the existence of conditions whose existence BHB cannot ascertain. The Client also agrees not to make resolution of any dispute with BHB or payment of any amount due to BHB in any way contingent upon BHB's signing any such certification.

OWNERSHIP OF INSTRUMENTS OF SERVICE - All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by BHB as instruments of service shall remain the property of BHB. BHB shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

If provided, accepting and utilizing any electronic CAD drawings, reports and data on any form of electronic media generated and furnished by BHB, the Recipient agrees that all such electronic files are instruments of service of BHB, who shall be deemed author, and shall retain all common law and other rights, including copyrights. Said files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them.

The Recipient agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Recipient agrees not to transfer these electronic files to others without the prior written consent of BHB.

Recipient is aware that differences may exist between the electronic files and printed hard-copy documents. In the event of a conflict between signed documents prepared by BHB and the electronic files, the signed or sealed hard-copy documents shall govern.

In addition, the Recipient agrees, to the fullest extent permitted by law, to indemnify and hold harmless BHB, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any use of the electronic files.

Under no circumstances shall delivery of electronic files for use by the Recipient be deemed a sale by BHB, and BHB makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

RECORD DOCUMENTS – If requested by the Client, upon completion of the Work, BHB shall compile for and deliver to the Client an electronic set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which BHB is entitled to assume will be reliable, BHB cannot and does not warrant their accuracy. If not specifically stated in the basic scope of work, BHB will provide these services as Additional Services as authorized in writing by the Client in accordance with the compensation provisions of this agreement.

MEDIATION - In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and BHB agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and BHB further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION - In the event of termination of this Agreement by either party, the Client shall within fourteen calendar days of termination pay BHB for all services rendered and all reimbursable costs incurred by BHB up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving BHB not less than seven calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or BHB's services by the Client for more than ninety calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of BHB, the Client shall pay BHB, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by BHB in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT – Neither party to this agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for the purposes of this Agreement.

STATEMENT OF JURISDICTION - The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The TBAE may be reached 333 Guadalupe, Suite 2-350, Austin, TX 78701 or PO Box 1237, Austin, TX 78711; Telephone 512-305-9000.