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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT/ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT/ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 1, 2026 (“Effective Date”) between
the CITY OF KILLEEN (“OWNER”) and ATKINSRÉALIS USA, INC.(“ARCHITECT/ENGINEER”).

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

The scope of work includes Landscape Architectural and Engineering Services.
The proposal (Exhibit A) shall develop a design for the park and oversee the design through construction.
The proposal accounts for the following program items to be designed and developed at the park.

Park Improvement items:

- (1) new park entry drive
- Parking lot (estimate 30 parking spaces)
- Park trail network (no more than 5,000 L.F. of trail)
- Playground (spec playground, surfacing, seating, boundary, drainage)
- Up to (5) Pre-engineered single family picnic pavilions – open air (estimate 12’x12’)
- Selection of site furnishings
- Park receptacles, (4) vendor, (2) food truck, (4) holiday lighting/general need.
- Site lighting (parking and trail lighting)
- (1) Park entry sign (low monument sign)
- Multipurpose field (turf grass open lawn for play)
- (1) trail waterway crossing (using Permatrak system)
- Waterline service for drinking fountains and irrigation. Water stub for possible future restroom.
- Site electrical distribution
- Lighting design for park entry sign, parking lot, trail, and pavilions
- Site grading and drainage
- Irrigation design for landscape beds only concentrated near the park entry main gathering areas.
- CPTED review at 60%, 90%, and narrative at 100%

ARTICLE 1 SERVICES OF ARCHITECT/ ENGINEER

1.01 Scope

A. ARCHITECT/ENGINEER (A/E) shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, A/E is authorized to begin Basic Services as set forth in Exhibit A.

C. [Not Used.]

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. A/E's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, A/E's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of A/E, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of A/E's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if A/E's services are delayed through no fault of A/E, A/E may, after

giving seven days written notice to OWNER, suspend services under this Agreement.

B. If A/E's services are delayed or suspended in whole or in part by OWNER, or if A/E's services are extended by Contractor's actions or inactions for more than 90 days through no fault of A/E, A/E shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by A/E in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ARCHITECT/ ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ARCHITECT/ ENGINEER

A. *For Basic Services.* OWNER shall pay A/E for Basic Services performed or furnished under Exhibit A, under "Fees", as set forth in Exhibit C.

B. *For Additional Services.* Additional Services identified in Exhibit A, are not authorized under this Agreement unless expressly approved in advance by Owner in writing. Any authorization of Additional Services shall be documented by written amendment to this Agreement, and compensation shall be as set forth in the applicable amendment.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay A/E for Reimbursable Expenses incurred by A/E and A/E's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with A/E's standard invoicing practices and will be submitted to OWNER by A/E, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due A/E for services and expenses within 30 days after receipt of A/E's invoice therefore, the amounts due A/E will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, A/E may, after giving seven days written notice to OWNER, suspend services under this Agreement until A/E has been paid in full all amounts due

for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, A/E will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by A/E for cause, A/E, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with A/E's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. A/E shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of A/E's Costs.* Records of A/E's costs pertinent to A/E's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify A/E's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on A/E's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to A/E's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. A/E's opinions of probable Construction Cost provided for herein are to be made on the basis of A/E's experience and qualifications and represent A/E's best judgment as an experienced and qualified professional

generally familiar with the industry. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, A/E cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by A/E. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and A/E, such Construction Cost limit and a statement of A/E's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. A/E assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional architectural, engineering, and related services performed or furnished by A/E under this Agreement will be the care and skill ordinarily used by members of A/E's profession practicing under similar circumstances at the same time and in the same locality. A/E makes no warranties, express or implied, under this Agreement or otherwise, in connection with A/E's services.

B. A/E shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. A/E shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. A/E shall perform or furnish professional architectural, engineering, and related services in all phases of the Project to which this Agreement applies. A/E shall serve as OWNER's prime professional for the Project. A/E may employ such A/E's Consultants as A/E deems necessary to assist in the performance or furnishing of the services. A/E shall not be required to employ any A/E's Consultant unacceptable to A/E.

D. A/E and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards.

This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to A/E's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and A/E may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to A/E pursuant to this Agreement. A/E may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of A/E.

G. Prior to the commencement of the Construction Phase, OWNER shall notify A/E of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that A/E will be requested to provide to OWNER or third parties in connection with the Project. OWNER and A/E shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable A/E to provide the notices or certifications requested.

H. A/E shall not be required to sign any documents, no matter by whom requested, that would result in the A/E's having to certify, guarantee or warrant the existence of conditions whose existence the A/E cannot ascertain. OWNER agrees not to make resolution of any dispute with the A/E or payment of any amount due to the A/E in any way contingent upon the A/E's signing any such certification.

I. During the Construction Phase, A/E shall not supervise, direct, or have control over Contractor's work, nor shall A/E have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. A/E neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. A/E shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except A/E's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or

for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of A/E.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, A/E and OWNER shall designate specific individuals to act as A/E's and OWNER's representatives with respect to the services to be performed or furnished by A/E and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, A/E's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if A/E's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the A/E that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and A/E shall retain an ownership and property interest therein (including the right of reuse at the discretion of the A/E) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by A/E are limited to the printed copies (also known as hard copies) that are delivered to the A/E pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to A/E are only for convenience of A/E. Any conclusion or information

obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the A/E. Files in electronic media format of text, data, graphics, or of other types that are furnished by A/E to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. A/E shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, A/E makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by A/E at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by A/E, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to A/E or to A/E's Consultants. OWNER shall indemnify and hold harmless A/E and A/E's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle A/E to further compensation at rates to be agreed upon by OWNER and A/E.

6.05 Insurance

A. A/E shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause A/E and A/E's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause A/E and A/E's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and A/E shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of A/E's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that A/E's and A/E's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By A/E:

1) upon seven days written notice if A/E believes that A/E is being requested by OWNER to furnish or perform services contrary to A/E's responsibilities as a licensed professional; or

2) upon seven days written notice if the A/E's services for the Project are delayed or suspended for more than 90 days for reasons beyond A/E's control.

3) A/E shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by A/E.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow A/E to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and A/E each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and A/E (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and A/E) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor A/E may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or A/E to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and A/E and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to A/E that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to A/E the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, A/E shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that A/E's scope of services does not include any services related to a Hazardous Environmental Condition. In the event A/E or any other party encounters a Hazardous Environmental Condition, A/E may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that A/E is performing professional services for OWNER and that A/E is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with A/E's activities under this Agreement.

F. If A/E's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify A/E's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. A/E shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from costs, losses, and damages (including fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of A/E or A/E's officers, directors, partners, employees, and A/E's Consultants in the performance and furnishing of A/E's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless A/E, A/E's officers, directors, partners, employees, and A/E's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless A/E and its officers, directors, partners, employees, and A/E's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and A/E in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address

on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and A/E, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by A/E in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and A/E for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to A/E which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by A/E in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by A/E, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by A/E. Construction Cost does not include costs of services of A/E or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties

engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and A/E's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by A/E's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to A/E's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by A/E to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by A/E which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *A/E's Consultants*--Individuals or entities having a contract with A/E to furnish services with respect to this Project as A/E's independent professional associates, consultants, subcontractors, or vendors. The term A/E includes A/E's Consultants.

24. *Field Order*--A written order issued by A/E which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. PCB's--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the A/E, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which A/E considers significant based on record documents furnished by Contractor to A/E and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by A/E in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay A/E as indicated in Exhibit C.

34. *Resident Project Representative*--[Not used.]

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to A/E to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of A/E, the Work (or a

specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of A/E or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the A/E, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

By signing this contract, A/E hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, “A/E’s Services,” consisting of 20 pages.
- B. Exhibit B, “OWNER’s Responsibilities,” consisting of 2 pages.
- C. Exhibit C, “Payments to A/E for Services and Reimbursable Expenses,” consisting of 1 page.
- D. Exhibit D, [Not used.], consisting of 1 page.
- E. Exhibit E, “Notice of Acceptability of Work,” consisting of 2 pages.
- F. Exhibit F, “Construction Cost Limit,” consisting of 1 page.
- G. Exhibit G, “Insurance,” consisting of 9 pages.
- H. Exhibit H, “Special Provisions,” consisting of 1 page.
- I. Exhibit I, “DBE Goals,” consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 36 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and A/E and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

OWNER: City of Killeen

ARCHITECT/ENGINEER AtkinsRealis USA, Inc.
Carlos Nazario
Digital Signature: Carlos Nazario
DN: OU=AtkinsRealis, CN=Carlos Nazario, E=carlos.nazario@atkinsrealis.com
Reason: I am the author of this document
Location:
Date: 2026.03.16 17:08:02-04'00'
Foxit PDF Editor Version: 2025.2.0

By: Kent Cagle

By: Carlos Nazario

Title: City Manager

Title: VP, Sr. Operations Director

Date Signed: _____

Date Signed: 03/16/2026

Address for giving notices:

Address for giving notices:

P.O. Box 1329

4030 West Boy Scout Boulevard, Suite 700

Killeen, TX 76540-1329

Tampa, FL 33607

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Crystal Kazakos

Brandon Hay

Title: Park Planner

Title: Landscape Architecture Studio Lead

Phone Number: 254-501-6531

Phone Number: 512-566-8858

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: ckazakaos@killeentexas.gov

E-Mail Address: brandon.hay@atkinsrealis.com

This is **EXHIBIT A**, consisting of 21 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

ARCHITECT/ENGINEER's Services

ARCHITECT/ENGINEER (A/E) shall provide Basic and Additional Services as set forth below in Proposal for Professional Services for Goodnight Ranch Community Park.

Exhibit A – Scope of Services

Design Services for Goodnight Ranch Community Park

City of Killeen



AtkinsRéalis

February 16, 2026

Attn: Crystal Kazakos
1700 E. Stan Schlueter Loop, Ste. B.
Killeen, TX 76542

RE: Goodnight Ranch Community Park

Dear Mrs. Kazakos,

AtkinsRéalis is pleased to submit this proposal for professional design services for Goodnight Ranch Community Park.

Per our understanding of the requirements, we propose the attached Scope of Professional Services.

We appreciate the opportunity to provide the services indicated herein and look forward to working with you on this project. Please feel free to contact me if you have any questions or comments concerning this proposal.

Sincerely,

Brandon Hay, PLA, ASLA
Project Manager | Studio Lead

|Goodnight Ranch Community Park Scope and Fee

1/13

The ConsultantRéalis - Sensitive / Sensible [FR]

EXHIBIT "A"

Scope of Professional Services

GOODNIGHT RANCH COMMUNITY PARK

City of Killeen, Texas

General Scope

The purpose of the services proposed herein is to provide professional consulting services necessary for the development of Goodnight Ranch Community Park, for City of Killeen, Texas. It is AtkinsRéalis (Consultant) intent to work in effective cooperation with City of Killeen (Client) to achieve an efficient and satisfactory implementation of the project.

Program

This proposal shall develop a design for the park and oversee the design through construction. No previous designs have been developed for the park at the time of this proposal. Based on conversations with the Client, this proposal accounts for the following program items to be designed and developed at the park.

Park Improvement items

- (1) new park entry drive
- Parking lot (estimate 30 parking spaces)
- Park trail network (estimate 5,000 L.F. of trail)
- Playground (spec playground, surfacing, seating, boundary, drainage)
- Up to (5) Pre-engineered single family picnic pavilions – open air (estimate 12'x12')
- Selection of site furnishings
- Park receptacles, (4) vendor, (2) food truck, (4) holiday lighting/general need.
- Site lighting (parking and trail lighting)
- (1) Park entry sign (low monument sign)
- Multipurpose field (turf grass open lawn for play)
- (1) trail waterway crossing (using Permatrak system)
- Waterline service for drinking fountains and irrigation. Water stub for possible future restroom.
- Site electrical distribution
- Lighting design for park entry sign, parking lot, trail, and pavilions
- Site grading and drainage
- Irrigation design for landscape beds only concentrated near the park entry main gathering areas.
- CPTED review at 60%, 90%, and narrative at 100%

Information to be Provided by City

Client shall provide the following information or services as required for performance of the work. Consultant assumes no responsibility for the accuracy of such information for services and shall not be liable for error or omissions attributed to inaccurate or incomplete information supplied by City.

- Current City and/or State ARC/GIS/AutoCAD data sets available for the entire project area.
- Infrared/Aerial photography of entire project.
- Information and studies on existing drainage areas on and off-site, if available.
- Current FEMA Flood Plain data of entire project area.
- Utility information (plans, maps, etc.) both current and archived within the City of Killeen.
- Construction and as-built plans of existing facilities completed within the park property and adjacent to site.
- Existing geotechnical reports and data for existing facilities recently completed within the park property and adjacent to the site, if available, for reference only.

- Copies of all licensing agreements, utility agreements, survey documents for right-of-way and easements, and other legal instruments related to the project.

Services to be Performed by City

- Utility coordination for relocations.
- Pay/waive all City filing, permit review, application and inspection fees
- Efficient and timely review of Consultant provided deliverables
- Construction Inspection of Improvements
- ROW acquisition if required.
- Construction Materials Testing of Improvements
- Public notifications for open houses, construction, and development notices

Overview of Services

Given the above stated general scope and program we will provide the following services:

PHASE 1 - GEOTECHNICAL SERVICES (PROVIDED BY SUBCONSULTANT)

See attached scope of services by Raba Kistner

PHASE 2 – PROJECT DESIGN SURVEY (PROVIDED BY SUBCONSULTANT)

Legal Description and Location: An approximate 38 acre tract, being Tract A Drainage Tract, GOODNIGHT RANCH ADDITION PHASE THIRTEEN, SECTION TWO, a subdivision of record in Document No. 2017-2603 of the Official Public Records of Real Property, Bell County, Texas and a portion of the tract of land situated between Reese Creek Road and Clear Creek Road identified by Bell County Appraisal District Property ID No. 208584; also, being shown on Exhibit "B" attached hereto.

Scope/Intent and Extent of Services:

Boundary Verification Survey:

LSI will perform a boundary verification of the tract shown in RED on Exhibit B. LSI will research the subject tract and adjoining properties, and locate boundary monumentation sufficient to depict the associated boundaries/rights-of-ways. LSI will depict easements shown on the subdivision plat or as identified in an Ownership and Encumbrance report. (if provided by others). This Scope of Services does not include resetting any missing boundary corner monuments or preparation of a sheet deliverable.

Deliverables from Sub to AtkinsRéalis:

AutoCAD, Civil3D digital file of the Boundary Verification Survey.

Topographic Survey:

Survey limits will include Tract A, all of Reese Creek Road (R.O.W. to R.O.W.) adjacent to Tract A and up to the edge of pavement of Corinne Drive adjacent to Tract A, as well as an approximately 300' wide corridor centered on the creek crossing the tract South of Reese Creek Road up to the North edge of pavement of Clear Creek Road, as shown in RED on Exhibit "B". Survey will include Digital Terrain Model showing 1' contours based on spot elevations, tops, toes, grade breaks, flowlines and ground features found on site. LSI will detail the creek that runs through the site. Visible improvements and utilities will be shown and labeled. Accessible manholes found on site will be detailed and labeled with pipe sizes, directions, and flowline elevations.

Deliverables from Sub to AtkinsRéalis:

AutoCAD, Civil 3D digital file of the Topographic Survey.

Tree Survey:

LSI will locate all hardwood trees measuring 8" in diameter and larger in the areas shaded YELLOW on Exhibit "B". LSI also assumes one (1) additional mobilization to locate trees in an approximately 50' wide corridor crossing the creek designated by Client after the topographic survey is complete. Trees will be located, tagged, identified and sized at 4.5' above natural ground. LSI makes no guarantee or certification regarding the accuracy of tree name identification. This Scope of Services assumes for up to 200 trees. Additional trees may require a supplemental authorization.

Deliverables from Sub to AtkinsRéalis:
AutoCAD, Civil 3D digital file of the Tree Survey.

PHASE 3 – ENVIRONMENTAL & CULTURAL RESOURCE SURVEY

The property includes approximately ~38 acres of land located along S Clear Creek Rd in Killeen, Bell City, Texas.

WATERS OF THE U.S. DELINEATION

Using the methods outlined in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, Section 404 of the Clean Water Act, and recent Federal guidance, The Consultant ecologists would conduct an on-the-ground delineation to determine the presence and approximate locations of potentially jurisdictional waters of the US, including wetlands, located in the project area. The extent of waters of the U.S. would be recorded in the field, if necessary, via a submeter accuracy global positioning system (GPS) and also recorded on aerial photography and/or topographic maps. Representative photographs would be taken of the project area.

Assumptions

- Site reconnaissance will require up to one day of field work.
- Assume any wetland or waters within the parcel boundary are jurisdictional. Official jurisdictional determination can only be made by USACE.
- Should USACE permitting be needed, support would be performed under a separate scope-of-work.
- The site is expected to have limited potentially jurisdictional waters based upon an aerial photography and other GIS data.
- All delineated features will be documented in a wetland delineation report.

This work will be performed and supervised by technical personnel qualified and experienced in waters of the U.S. delineations.

THREATENED AND ENDANGERED SPECIES POTENTIAL HABITAT ASSESSMENT

The Consultant will review files from the Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (TXNDD) and the U.S. Fish and Wildlife Service (USFWS) City list of state and federally protected species to determine whether any state and federally protected species have been documented on or immediately adjacent to the proposed project area. Following desktop analyses, The Consultant ecologists will perform an on-the-ground evaluation to determine whether potential habitat for any state and federally listed threatened or endangered species is located within or immediately adjacent to the project area. If any state and federally

protected species have been previously documented on or immediately adjacent to the proposed project area, or potential habitat is present, a description and general location of these species would be identified and provided in the letter report and agency coordination letters for TPWD and USFWS.

Assumptions

- The potential habitat assessment does not include presence/absence surveys.
- No detailed agency coordination or permitting with state and federal agencies would be included within this scope. This support can be provided under a supplemental agreement.
- For species designated as SGCN by TPWD, only those with potential impacts will be included in the report. If absent from the report/impact table, then it can be assumed that the SGCN species will not be impacted.
- The assessment will be documented in two agency coordination packets for TPWD and USFWS.

This work will be performed and supervised by technical personnel qualified and experienced in habitat assessments.

CLIENT RESPONSIBILITIES:

- The Client will assist by meeting with the consultants as required.
- Client will provide right-of-entry and access to the subject property for site reconnaissance. Any restrictions on activities requested by the current landowners will be reviewed by The Consultant for potential implications to the proposed methodology in this scope. If methods are affected, The Consultant will coordinate with the Client.

ASSUMPTIONS:

- All funding will be local.
- One round of client comments is expected for each deliverable.
- The project is located in the Zone 4b of the USFWS's karst invertebrates mapping or areas that do not contain endangered karst invertebrates. Therefore, a karst feature survey is excluded from the scope.
- The project is located outside of the Edwards Aquifer and is part of the Clearwater underground water conservation district. Required compliance with the Edwards Aquifer Rules do not apply.
- For scheduling purposes, it is assumed that the Client will require 5 working days to review deliverables.

EXCLUSIONS:

The following services are not a part of the Basic Scope of Services, but may be required for the project, and can be provided by The Consultant with subsequent Addenda to this Professional Service Agreement.

- Phase I and Phase II Environmental Site Assessments;
- Biological surveys including absence and presence surveys;
- Formal Section 7 Consultation with USFWS;
- Karst feature surveys (although current maps & records preclude the existence of karsts); and
- USACE permitting

Archeological Resources

As the proposed park parcel is owned by the City of Killeen, a political subdivision of the state, and the project will include ground disturbing activities, adherence to the Antiquities Code of Texas (ACT) is required. To comply with the ACT, AtkinsRéalis archeologists will submit a project consultation memo to the Texas Historical Commission (THC) which will include the proposed project description and a cultural resources background

review of the project area. Upon review of the memo, the THC will determine the appropriate level of effort required for cultural resources clearance under the ACT. If the THC determines further work is necessary (including an archeological survey), it will be completed through a change order.

Assumptions

- Cultural resources clearance under the ACT from the THC is required prior to any proposed ground disturbance on the city-owned park parcel.
- Further investigations required by THC may include acquisition of a Texas Antiquities Permit, archeological survey, and a report of findings. If necessary, these will be completed through a change order.

PHASE 4 – CONCEPTUAL DESIGN

The Consultant shall develop a conceptual park design for approval by the Client prior to beginning construction documentation. The conceptual design process shall include the following

Preliminary Concept Design

Upon completion of the environmental assessment, the Consultant shall prepare two (2) alternative design concepts which arrange the program items on the site. The concepts shall be complimented with precedent imagery to complement the plans.

- Deliverables: two (2) hand drawn illustrative concept plans

Public Engagement Meeting 1

The Consultant shall conduct one (1) community public engagement meeting to gather feedback on the design concepts. The Client shall coordinate the meeting location, advertisement for the meeting, and all other arrangements. The meeting shall be a drop-in meeting style without a presentation. The Consultant shall prepare all printed materials, boards, and supplies needed to communicate the concept designs and gather community feedback.

- Deliverables: up to (6) presentation boards consisting of concept graphics, imagery, and site information.
- Meeting: (1) in person community engagement meeting, estimate four (4) hours.

Final Concept Design

Based upon the comments received from the first public engagement meeting. The Consultant shall refine the design concept into one (1) final design. The design shall be a refined illustration, computer rendered to show more detail and complimented with one (1) illustrative rendered perspective of the design.

- Deliverables: one (1) computer drawn illustrative plan and one (1) illustrative perspective.

Public Engagement Meeting 2

The Consultant shall conduct one (1) community public engagement meeting to show the final design to the community. The Client shall coordinate the meeting location, advertisement for the meeting, and all other arrangements. The meeting shall be a drop-in meeting style without a presentation. The Consultant shall prepare all printed materials, boards, and supplies needed to communicate the final concept and gather any additional comments.

- Deliverables: up to (4) presentation boards consisting of final plan, imagery, and feedback from public meeting one.
- Meeting: (1) in person community engagement meeting, estimate four (4) hours.

*All comments received during the final meeting or council presentation will be addressed on the 30% construction document submittal.

PHASE 5 – DRAINAGE STUDY

The Consultant shall study the flowline of the existing creek and ensure that the proposed design does not impact on the flow and volume. The intent of this proposal is that the proposed design shall have no impact of the flow or volume of the floodplain and necessary grading shall be shown on the plans to offset any minor structures in the design to show no impact.

Assumptions

- No FEMA Permitting shall be required unless the client requests it or the client requests additional park facilities which will trigger the need for FEMA permitting.
- No CLOMR preparation
- This phase will develop a Feasibility Study only
- The phase will develop a Drainage Memo to support "no impacts"
- No new hydrology, Consultant shall use FEMA flows
- Assume FEMA model is obtainable

PHASE 6 – CONSTRUCTION DOCUMENTATION

Based on the concept presented at the second public engagement, the Consultant will develop working drawings and technical sections of specifications necessary to construct the work based on the approved design development drawings. Revisions to designs are not accounted for in this phase of the scope. Preparation and design of the construction plans shall be in accordance with the City of Killeen submittal guidelines. Anticipated construction plan deliverables based on the scope will be 30%, 60%, 90% & 100% documents. Comments from each submittal shall be addressed on the next submittal.

Working drawings may include but not be limited to the following information:

Construction notes, utilities, grading/drainage, dimension control/layout, erosion/sedimentation/tree protection, landscaping, irrigation, site details, and site electrical. Consultant shall complement drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Consultant shall coordinate utility needs with the City of Killeen and utility service provider(s).

The deliverables for this phase shall include the following:

a) 30% Design Documents:

The Consultant will prepare 30% design development plan for the proposed park improvements. All designs will be following the City of Killeen Regulations and Specifications. The 30% plans shall include:

1. Cover Sheet
2. Site Plan indicating the park elements and arrangements
3. Preliminary elevations and materials
4. 30% OPCC

Based on the approved 30% Design Documents, The Consultant will then prepare the 60% design documents for the proposed development.

b) 60% Design Documents

The Consultant will prepare 60% design development plan for the proposed park improvements. All designs will be following the City of Killeen Regulations and Specifications. The 60% plans shall include:

1. Cover Sheet
2. General Notes
3. Revised Site Plan with all proposed site elements (per city comments)
4. Demolition Plan
5. Preliminary Grading and Drainage Plan
6. Utility Plans
7. All site details showing elevation and draft sections
8. Erosion Control Plans (one plan, no notes, or details)
9. 60% OPCC

Changes to the site plan or added program elements by the Client after the approval of the 60% construction documents may be considered a change in the Scope of Work. These changes will be performed as an addendum to the contract. Based on the approved 60% Construction Documents, the Consultant will then prepare the 90% construction documents for the proposed development

c) 90% Construction Documents

Based on the approved preliminary 60% construction plans; and considering governmental requirements and Client and design team review comments, the Consultant will proceed with the 90% construction document phase. The Consultant will prepare construction documents for the proposed park improvements. The construction documents will consist of all construction documents, draft technical specifications, and 90% OPCC for final comments.

d) Final Construction Documents, Technical Special Provisions and Estimate of Cost:

Based on the approved preliminary 90% construction documents and considering governmental requirements/review comments and Client and design review comments, The Consultant will proceed with the final Construction Documents phase, the preparation of the OPCC. Final Construction Documents will be signed, and sealed documents issued for regulatory permitting and review.

Assumptions

- Items that require footing or structural design shall be the responsibility of the manufacturer or general contractor to provide. No structural engineering is included within this scope of service.

PHASE 7: REGULATORY REVIEW AND PERMITTING

Consultant shall submit each sealed set separately upon completion to achieve the desired timeframe by the Client. The following regulatory agencies will review each set of plans.

All required permitting, review and/or inspection fees are the responsibility of the Client or to be billed as a reimbursable expense.

- 7.1 Texas Department of Licensing and Regulations: Texas Accessibility Standards (TAS) Compliance
Consultant shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act. TDLR inspection for compliance with TAS will be required upon completion of project construction.
- 7.2 City of Killeen Site Development Permit
Consultant shall follow all required development permit processes within the City of Killeen Development Services. Consultant shall schedule and attend a pre-development meeting and provide all documents necessary to secure approvals and permitting.

*It is assumed all required fees for review and processing will be waived. However, any fees that may be associated with permitting and/or inspections will be the responsibility of the City of Killeen.

PHASE 8: BIDDING PHASE SERVICES

Consultant shall assist Client during the bidding process. This phase will include the following services:

- Prepare bid form and technical specifications. All front-end documents including general conditions and sample contracts will be filled out and provided by the city. Consultant will provide all technical specifications and combining the document for bidding.
- The city shall be responsible for posting the bid advertisement and filtering all necessary bid questions the consultant.
- The Consultant shall attend one (1) virtual pre-bid conference. Client is responsible for advertising and scheduling pre-bid conference.
- Address contractor RFI's, prepare and issue addenda. (1 addenda are accounted for in this scope)

*Any fees that may be associated with bidding and advertisement will be the responsibility of the City of Killeen.

PHASE 9: LIMITED CONSTRUCTION OBSERVATION

Consultant shall assist City during the construction process. Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. City will provide and pay for construction inspection and materials testing services. This phase will include the following services:

- Conduct and oversee a pre-construction meeting. (1 in person meeting)
- Limited Construction observation – processing and responding to Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups. (mockups to be reviewed during regular progress meetings)
- Conduct and oversee progress meetings (bi-monthly meetings). Estimate construction time 12 months. 24 total site visits have been accounted for in this proposal.
- Review and approve contractor's monthly Application and Certification for Payment.
- Coordinate final inspection(s) and walk-thru for substantial completion; issue punch list and letter of substantial completion for incomplete items including time for completion. (1 meetings)
- Coordinate and attend final site observation, including TAS inspections. (1 meeting combined with the punch walk)
- Conduct final site observation for acceptance of project and issue letter of concurrence. (1 meeting)
- Assist in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.

- Review and approve contractor's final Application(s) for Payment including retainage.
- Compile record drawings and specifications based on as-built plans provided by the contractor.

*Field changes, change directives, change orders or any other changes during construction of the Project initiated by the Client, without prior written consent of the Consultant, shall indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

DISCLAIMERS

Development Budgets

A proposed development budget including design fees for all park program items indicated was established at **\$1.862 million dollars**, but Consultant does not guarantee that proposals, bids, or actual project cost will not vary from its opinions of probable construction costs (OPCC).

Meetings

This proposal includes professional service time for meetings for coordination and facilitation necessary for the performance of the work herein and has been identified within the process of services. It is the intent of the Consultant to work cooperatively with the Client however, should the number of meetings exceed the identified and allotted number the Consultant reserves the right to limit further meetings and/or request Supplemental Services for additional meetings.

Opinion of Probable Construction Costs (OPCC)

OPCC's provided by the Consultant are based on the Consultant's familiarity with the construction industry and are provided only to assist the County's budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs. Throughout the design process the Consultant will assist the Client in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

ADDITIONAL SERVICES

The following services are not included within the scope of basic services. Should Consultant be required to provide services outside or in addition to those outlined above in the scope of services, such services shall be performed for an additional fee. Additional Services shall only be provided if previously authorized by the Client.

Additional Services may include, but not be limited to, the following:

- Any meetings of coordination efforts not previously defined under the scope of work.
- No CPTED narratives for any other submittals than the 100%
- Architectural services
- EPA Permitting
- US Fish and Wildlife Permitting
- Roadway modifications.
- Tree Mitigation
- Bridges
- Sports field lighting

- Solar system design
- Playground lighting
- Any permitting with agencies not listed in the basic scope of services.
- Site visits by any professional other than the Landscape Architect
- Additional site visits during construction outside of regular progress meetings.
- Traffic Impact Analysis
- Structural engineering
- No sewer or storm lines
- Site structures including retaining walls, civil structures, junction boxes
- Construction details for pavilion structures.
- Preparation of additional Phased bid package(s).
- Construction Staking.
- Construction Materials Testing.
- Hazardous Site Assessments.
- Environmental services beyond those described in scope of services.
- Land Acquisition services.
- Easement acquisition or vacation including preparation of easement documents unless defined within scope of services.
- Legal Lot Determinations unless defined within scope of services.
- Preparation of multi-use agreement(s) and exhibits.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Preparation and processing of Waivers, Variances or Exceptions.
- Services required after final acceptance of construction work.
- Permitting through Army Corp of Engineers (USACE).
- Revisions to drawings previously approved by the County and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
- Public or other presentations beyond those described in scope of services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Gas, Telephone/Communication design.
- Design of private utility extension(s) to the project site.
- Providing services other than those outlined in scope of services.

FEE SCHEDULE & REIMBURSABLE EXPENSES



11/18

The ConsultantRéalis - Sensitive / Sensible [FR]

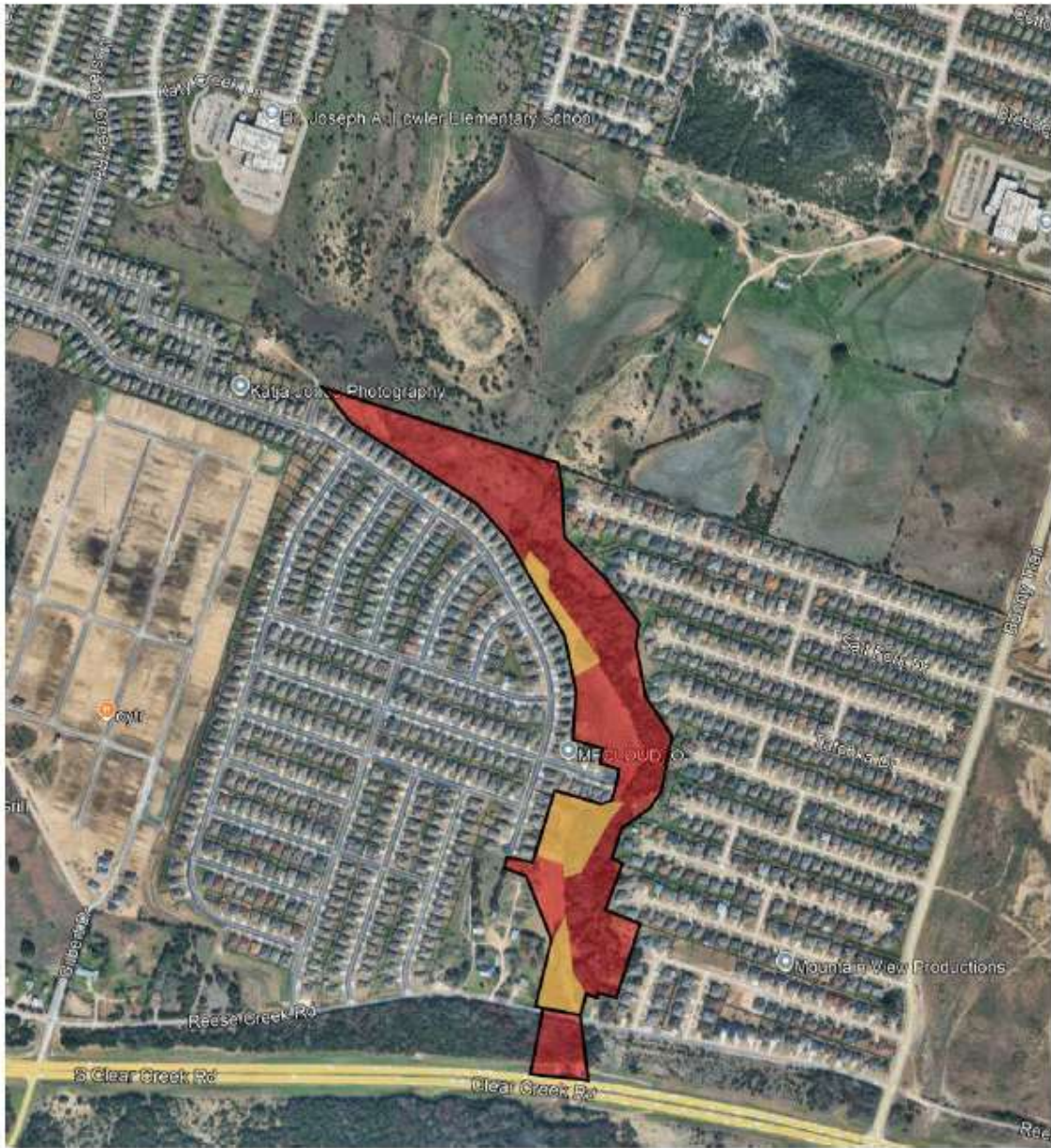
For the basic services stated previously, the lump sum fee per phase shall be as follows. Billing will occur on a monthly cycle, based on a percentage of work performed per phase and completed during the previous time period.

Reimbursable Expense will be performed on a maximum not to exceed manner.

FEES

Phase 1 – Geotechnical Survey	\$28,800
Phase 2 - Project Design Survey	\$46,540
Phase 3 – Environmental Design & Cultural Resource Survey	\$24,800
Phase 4 – Conceptual Design	\$29,040
Phase 5 – Drainage Study	\$12,530
Phase 6 – Construction Documentation	\$142,072
Phase 7 – Regulatory Review and Permitting	\$9,060
Phase 8 – Bidding Phase Services	\$10,810
Phase 9 – Construction Administration	\$61,740
TOTAL BASIC SERVICES	\$365,392
Reimbursable Expenses	\$6,000
TOTAL INCLUDING REIMBURSABLES	\$371,392

EXHIBIT "B"
Project Site





Proposal No. PAA26-015-00
January 16, 2026

Raba Kistner, Inc.
1909 W Braker Lane
Building E, Suite 100
Austin, TX 78758
www.rkci.com

P 512.339.1745
F 512.339.6174
F-3257

Mr. Brandon Hay, PLA
Landscape Architecture + Urban Design Studio Lead
AtkinsRéalis
11801 Domain Blvd #500
Austin, Texas 78758

RE: Proposal for Geotechnical Engineering Study
Goodnight Ranch Park
Reese Creek Road
Killeen, Texas

Dear Mr. Hay:

RABA KISTNER, Inc. (RK) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop foundation and pavement design recommendations and construction guidelines for support of the new park features and amenities in Killeen, Texas. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

Under consideration in this study is a new park, located on Reese Creek Road, approximately 1/4 mile west of the intersection of Bunny Trail and Reese Creek Road in Killeen, Texas. The park will extend north from Reese Creek Road between the portions of the residential development. A review of Google Earth aerial imagery indicates the site is mostly open and grass-covered with some moderate to dense brush and tree cover. There are no existing site structures.

We understand the scope of the project consists of the design and construction of park features and amenities. These include paved parking and entry road, parking lot and trails lighting, monument sign, pavilions, trails, a pedestrian bridge, and a playground with shade structure. The proposed structures are expected to create relatively light to moderate structural loads to be carried by the foundation systems. At the time this proposal was prepared, a finalized layout and maximum structural loads are not yet available.

Parking and drive areas associated with the development of the park are expected to be comprised of either flexible (asphalt) and/or rigid (concrete) pavements.

Proposal No. PAA26-015-00
January 16, 2026

Field Study

Based on the feature and amenity description provided by AtkinsRéalis, RK will conduct the following drilling scheme in order to assess subsurface conditions at the subject site. The boring quantities presented below are conservatively estimated based on the preliminary scope description and are subject to change once the project layout become available. However, the boring depths are not likely to change unless loads are significantly different from similar standard structures.

Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Pavements, Parking Lot Lighting	5	15	75
Monument Sign	1	15	15
Pavilions	4	25	100
Trails, Trail Lighting	5	15	75
Pedestrian Bridge	3	40	120
Playground, Shade Structure	4	25	100
Total Drilling Footage			485

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of service does not include surveying in the boring location.

Depending on the layout of boring locations some brush and tree clearing may be required to access the boring locations with conventional truck-mounted drill rigs.

The borings will be advanced to their targeted completion depths below the existing ground surface utilizing a truck mounted drilling rig. Samples will be taken using conventional (Shelby-tube, split-spoon, and NX rock core) sampling techniques. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

The borings will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities. For conditions where borings are advanced through concrete and/or asphalt surfaces, the boreholes will be backfilled with auger cuttings and bentonite and then patched with similar coverings.

Water level readings will be recorded for the open boreholes during drilling and upon drilling completion. If free water is encountered during drilling, the RK geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time interval. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

RABAKISTNER

Proposal No. PAA26-015-00
January 16, 2026

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards. A California Bearing Ratio (CBR) test value will be assumed based on the laboratory test results performed to estimate the strength of the subgrade soils.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design recommendations, including:
 - seismic site class parameters;
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;
 - methods for reducing differential movement;
 - settlement estimations, where applicable;
 - type of shallow foundation available to support the structure(s);
 - type of deep foundation available to support the structure(s);
 - available bearing pressure(s) for shallow and deep foundations;
 - allowable side shear resistance for drilled piers;
 - allowable uplift resistance for drilled piers;
 - lateral LPile design parameters; and
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill material specifications;
 - shallow and deep foundation excavations;
 - excavation considerations; and
 - fill placement compaction.
- Flexible and rigid pavement component thickness recommendations for light duty and medium/heavy duty parking and driveways.

RABAKISTNER

Proposal No. PAA26-015-00
January 16, 2026

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. Site grading plans can result in changes in the subgrade conditions and alter foundation design recommendations. Final site grading plans will be helpful information in the preparation of our foundation engineering recommendations.

The final report will be produced in a digital PDF and delivered via email.

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 3 to 5 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rig and the Client has supplied us with available information regarding existing utilities and below grade structures on site (if any). The field exploration and laboratory testing phase of the study is expected to take approximately 8 to 10 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional two to three weeks to complete, for an approximate project deliverable of approximately 5 to 6 weeks from authorization.

Project Cost

The total lump sum cost for the study scope outlined herein is \$28,800. This fee is based on the preliminary scope description as discussed above and is subject to change as scope details are finalized.

As previously mentioned, the subject area is undeveloped and there are trees and shrub brush that occupy the right-of-way of the roadway extension, which may require tree and/or brush clearing. Cost estimates for brush clearing can range from \$2,800 to \$3,200. Prior to proceeding with this additional scope of services, RK will contact the client and provide an estimate for this additional scope if required.

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

If available, we request that the Client provide RK with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary site grading plans prior to the start of our field exploration services. Also, it is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RK will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RK will take all precautions to prevent damage to property; however, RK cannot be responsible for tire rutting, or damage of landscaping.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

RABAKISTNER

Proposal No. PAA26-015-00
January 16, 2026

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.


RK considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Loren I. Clifford, E.I.T.
Graduate Engineer



Orlando Boscan, P.E.
Geotech Department
Manager

LIC/OB: mg
Attachments I & II
Copies Submitted: Above (1)

Accepted
By:

Signature

Typed or Printed Name

Title

Date

RABA KISTNER

GOODNIGHT RANCH COMMUNITY PARK - PROJECT SCHEDULE



This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

OWNER's Responsibilities

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ARCHITECT/ENGINEER (A/E) with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for A/E to include in the Bidding Documents, when applicable.

B. Furnish to A/E any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following A/E's assessment of initially-available Project information and data and upon A/E's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable A/E to complete its Basic Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to A/E whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of A/E's services, or any defect or nonconformance in A/E's services or in the work of any Contractor.

E. Authorize A/E to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for A/E to enter upon public and private property as required for A/E to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by A/E (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by A/E and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or A/E reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise A/E of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to A/E data as to OWNER's anticipated costs for services to be provided by others for OWNER so that A/E may make the necessary calculations to develop and periodically adjust A/E's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, A/E to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of A/E.

M. If more than one prime contract is to be awarded for the Work designed or specified by A/E, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of A/E as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than A/E (and disclose the identity of such individual or entity to A/E) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide A/E with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____

Initial:

OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

Payments to A/E for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE A/E

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay A/E for Basic Services set forth in Exhibit A services, if any, as follows:

1. Progress payments in the amount of \$371,392 based on the following assumed distribution of compensation:

a. Geotechnical Survey	<u>\$28,800</u>
b. Project Design Survey	<u>\$46,540</u>
c. Environmental Design & Cultural Resource Survey	<u>\$24,800</u>
d. Conceptual Design	<u>\$29,040</u>
e. Drainage Study	<u>\$12,530</u>
f. Construction Documents	<u>\$142,072</u>
g. Regulatory Review and Permitting	<u>\$9,060</u>
h. Bidding Phase Services	<u>\$10,810</u>
i. Construction Administration	<u>\$61,740</u>
j. Reimbursable Expenses	<u>\$6,000</u>

2. A/E may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for A/E's services and services of A/E's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for A/E's services will be based upon A/E's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by A/E for this Project than identified in Exhibit A, the A/E shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is **EXHIBIT D**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ARCHITECT/ENGINEER ^{CN} _____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

[Not applicable/Not used.]

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: _____

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ARCHITECT/ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: _____

Title: _____

Dated: _____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the architecture & engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of A/E.
3. Said Notice is given as to the best of A/E’s knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services A/E has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR’s work) under A/E’s Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within A/E’s knowledge or could reasonably have been ascertained by A/E as a result of carrying out the responsibilities specifically assigned to A/E under A/E’s Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR’s performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

F5.02 Designing to Construction Cost Limit

A. A Construction Cost limit in the amount of One million three hundred forty-one thousand five hundred forty-seven Dollars (\$ 1,341,547.00) is hereby agreed to.

B. A bidding or negotiating contingency of 10 percent will be added to any Construction Cost limit established.

C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

D. A/E will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.

E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on A/E, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), A/E shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. In lieu of other compensation for services in making such modifications, OWNER shall pay A/E's cost of such services, including the costs of the services of A/E's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to A/E on account of such services. The providing of such services will be the limit of A/E's responsibility in this regard and, having done so, A/E shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 9 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | | |
|---|----|-----------------|
| a. Workers' Compensation: | | Statutory |
| b. Employer's Liability -- | | |
| 1) Each Accident: | \$ | 500,000 |
| 2) Disease, Policy Limit: | \$ | 500,000 |
| 3) Disease, Each Employee: | \$ | 500,000 |
| c. General Liability -- | | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ | 1,000,000 |
| 2) General Aggregate: | \$ | 2,000,000 |
| d. Excess or Umbrella Liability -- | | |
| 1) Each Occurrence: | \$ | 4,000,000 |
| 2) General Aggregate: | \$ | 4,000,000 |
| e. Automobile Liability -- | | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident | \$ | 500,000 |
| f. Professional Liability -- | | \$2,000,000 per |
| claim | | |
| g. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies." | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-GAWU-24-25	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** ATL-005066149-37 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000090872241	11/15/2024	10/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AIG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000679654241	11/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000003953	11/15/2024	10/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage/Specimen

CERTIFICATE HOLDER AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Suite 700 Tampa, FL 33607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Carolyn Starnell</i>
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – SCHEDULED PERSON OR
ORGANIZATION AMENDATORY ENDORSEMENT**

Policy Number: 1000679654241

Effective Date: 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Additional Insured(s): Where required by written Contract

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy; or
- (2) The coverage and/or limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED
AMENDATORY ENDORSEMENT**

Policy Number: 1000679654241

Effective Date: 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US (BLANKET WAIVER OF SUBROGATION)
AMENDATORY ENDORSEMENT**

Policy Number: 1000679654241

Effective Date: 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

- A.** It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- B.** It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.**

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: _____

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

Special Provisions

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ARCHITECT/ENGINEER ^{CN} _____

DBE Goal

DBE Goal 0%