

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

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

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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 EJCD Users Guide, No. 1910-50.

Copyright ©1996 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

## TABLE OF CONTENTS

|  | <u>Page</u> |
|--|-------------|
| ARTICLE 1 - SERVICES OF ARCHITECT/ENGINEER.....  | 2           |
| 1.01    Scope .....  | 2           |
| ARTICLE 2 - OWNER'S RESPONSIBILITIES .....   | 2           |
| 2.01    General .....  | 2           |
| ARTICLE 3 - TIMES FOR RENDERING SERVICES.....  | 2           |
| 3.01    General .....  | 2           |
| 3.02    Suspension.....  | 2           |
| ARTICLE 4 - PAYMENTS TO ARCHITECT/ENGINEER.....  | 2           |
| 4.01    Methods of Payment for Services and Reimbursable Expenses of ARCHITECT/ENGINEER..... | 2           |
| 4.02    Other Provisions Concerning Payments .....   | 2           |
| ARTICLE 5 - OPINIONS OF COST .....   | 3           |
| 5.01    Opinions of Probable Construction Cost.....  | 3           |
| 5.02    Designing to Construction Cost Limit.....  | 3           |
| 5.03    Opinions of Total Project Costs.....   | 3           |
| ARTICLE 6 - GENERAL CONSIDERATIONS .....   | 3           |
| 6.01    Standards of Performance .....   | 3           |
| 6.02    Authorized Project Representatives.....  | 4           |
| 6.03    Design without Construction Phase Services .....                                     | 4           |
| 6.04    Use of Documents .....   | 4           |
| 6.05    Insurance.....   | 5           |
| 6.06    Termination .....  | 5           |
| 6.07    Controlling Law .....  | 6           |
| 6.08    Successors, Assigns, and Beneficiaries .....   | 6           |
| 6.09    Hazardous Environmental Condition .....  | 6           |
| 6.10    Allocation of Risks.....   | 7           |
| 6.11    Notices.....   | 7           |
| 6.12    Survival.....  | 7           |
| 6.13    Severability.....  | 7           |
| 6.14    Waiver .....   | 7           |
| 6.15    Headings.....  | 7           |
| ARTICLE 7 - DEFINITIONS .....  | 7           |
| 7.01    Defined Terms.....   | 7           |
| ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS.....   | 10          |
| 8.01    Exhibits Included.....   | 10          |
| 8.02    Total Agreement.....   | 10          |

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

THIS IS AN AGREEMENT effective as of January 26, 2026 (“Effective Date”) between the CITY OF KILLEEN (“OWNER”) and PARKHILL, SMITH & COOPER, INC. DBA PARKHILL. (“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, Architectural, and Engineering Services. The program includes:

- Restroom building with 2 family restrooms and a room for splash pad pumps, filters, controls, etc.
- Recirculating splash pad.
- Playground with sensory and inclusive elements.
- Concrete pedestrian paving.
- Additional accessible parking spaces as needed
- Perimeter fencing.
- Seating.
- Shade structures.
- Landscape and irrigation.
- Pedestrian scale site lighting.

The project is located within Purser Heritage Oaks Hike and Bike Trailhead at 8001 Pyrite Dr., Killeen, TX 76542. The project site consists of approximately 22,000 SF located between the existing parking lot and Pyrite Dr. and Rosewood Dr.

## **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, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay A/E for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

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.

F. At any time, OWNER may request that A/E, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of A/E, and if commercially available, A/E shall obtain and shall require A/E's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

## 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. To the fullest extent permitted by law, A/E shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees 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 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.

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 12 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 3 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 35 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.

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.

OWNER: City of Killeen

By Judith Tangalin

Title Executive Director of Finance

Date Signed: \_\_\_\_\_

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Crystal Kazakos Digitally signed by Crystal Kazakos  
Date: 2025.12.23 10:08:05 -06'00'

Designated Representative (paragraph 6.02.A):

Crystal Kazakos

Title: Park Planner

Phone Number: 254-501-6531

Facsimile Number: \_\_\_\_\_

E-Mail Address: ckazakaos@killeentexas.gov

ARCHITECT/ENGINEER: Parkhill, Smith & Cooper, Inc..

Michael Chad Davis

By: Michael Chad Davis

Title: Director of Landscape Architecture | Partner

Date Signed: 12/22/25

Address for giving notices:

4222 85<sup>th</sup> Street

Lubbock, TX 79423

Clint Wofford

Designated Representative (paragraph 6.02.A):

Clint Wofford

Title: Landscape Architect | Partner

Phone Number: 682.399.6444

Facsimile Number: \_\_\_\_\_

E-Mail Address: cwofford@Parkhill.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ARCHITECT/ENGINEER **M.C.D.**

**ARCHITECT/ENGINEER's Services**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ARCHITECT/ENGINEER (A/E) shall provide Basic and Additional Services as set forth below in Proposal for Professional Services for the Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail.

## **Exhibit A – Scope of Services**

### **Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail**

**City of Killeen**

October 24, 2025

Ms. Natalie Waddington  
Procurement SPC  
City of Killeen  
802 N. 2<sup>nd</sup> St., Bldg. E, 2<sup>nd</sup> Floor  
Killeen, TX 76541

Re: Proposal for Professional Services for the Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail

Dear Ms. Waddington:

Parkhill is pleased to present this Proposal to City of Killeen (Client) for Professional Services related to the Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail. (Project). Parkhill (A/E) shall perform the following Professional Services in accordance with City of Killeen requirements. The following outlines our understanding of the Project Scope and how we propose to provide services for the project.

#### **PROJECT DESCRIPTION**

The scope of work includes Landscape Architectural, Architectural, and Engineering Services. The program includes:

- A. Restroom building with 2 family restrooms and a room for splash pad pumps, filters, controls, etc.
- B. Recirculating splash pad.
- C. Playground with sensory and inclusive elements.
- D. Concrete pedestrian paving.
- E. Additional accessible parking spaces as needed
- F. Perimeter fencing.
- G. Seating.
- H. Shade structures.
- I. Landscape and irrigation.
- J. Pedestrian scale site lighting.

The project is located within Purser Heritage Oaks Hike and Bike Trailhead at 8001 Pyrite Dr., Killeen, TX 76542. The project site consists of approximately 22,000 SF located between the existing parking lot and Pyrite Dr. and Rosewood Dr.

The project budget including construction costs, design fees and other soft costs is \$1,984,000.00.

#### **SCOPE OF SERVICES**

A/E proposes to provide Professional Landscape Architecture services for the Project as detailed in Exhibit A.

#### **SCHEDULE**

A schedule for the work will be provided upon acceptance of this proposal.

**COMPENSATION**

Our fees for the Basic Services described in Exhibit A will be based on a lump sum amount of \$276,000.00 and will be billed on a complete percentage method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule as shown in Exhibit B.

| <b>BASIC SERVICES</b>      |                                |
|----------------------------|--------------------------------|
| Schematic Design           | \$ 40,000.00                   |
| Construction Documents     | \$ 183,000.00                  |
| Bidding                    | \$ 8,000.00                    |
| CACO and Record Drawings   | \$ 45,000.00                   |
|                            | <b>Sub-Total</b> \$ 276,000.00 |
| <b>OTHER SERVICES</b>      |                                |
| Topographical Survey       | \$ 14,000.00                   |
| Geotechnical Investigation | \$ 9,900.00                    |
| Public Engagement          | \$ 5,500.00                    |
| Site Plan Submittal        | \$ 7,400.00                    |
|                            | <b>Sub-Total</b> \$ 36,800.00  |
|                            | Reimbursable Expenses          |
|                            | <b>Total</b> \$ 317,800.00     |

Invoices will be sent to:

Ms. Natalie Waddington  
Procurement SPC  
City of Killeen  
802 N. 2<sup>nd</sup> St., Bldg. E, 2<sup>nd</sup> Floor  
Killeen, TX 76541

A/E will also send invoices via the email address [NWaddington@killeentexas.gov](mailto:NWaddington@killeentexas.gov).

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling and include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, and reports. We estimate these expenses to be approximately \$5,000.00.

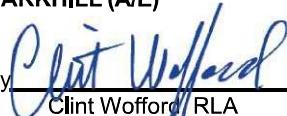
If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement. We will not proceed until an Agreement has been executed by both parties.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

**PARKHILL (A/E)**

By



Clint Wofford, RLA  
Landscape Architect | Principal

By



Chad Davis, ASLA  
Landscape Architect | Sector Director

**CITY OF KILLEEN (CLIENT)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CW/ilc

Enclosures: Exhibit A – Scope of Services  
Exhibit B – Hourly Rates

*"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, [www.tbae.state.tx.us](http://www.tbae.state.tx.us) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas*

## EXHIBIT A

### SCOPE OF SERVICES / APPROACH

#### BASIC SERVICES

##### Part I – Schematic Design

- A. A/E will provide/perform the following Schematic Design Phase Services.
  - A/E shall prepare 2-3 preliminary concept plans illustrating the general layout of the splash pad, playground, restroom building and other site components for review by the CLIENT. The preliminary concept plans will be hand sketches digitally overlayed onto an aerial photograph.
  - A/E shall prepare 2-3 Preliminary floor plans and building elevations for review by the owner.
  - A/E shall refine the preliminary concept plans based on the CLIENT's comments to develop final site plan and building floor plan and elevations.
  - A/E shall begin coordination with the splash pad and playground vendors to develop 2-3 design options to fit within the footprints provided on the final concept.
  - Attend up to two (2) in-person meetings to coordinate and review with CLIENT and the design team. Virtual meeting will be held as necessary throughout the task.
  - Deliverables: Digitally rendered site plan illustrating the final concept plan.

##### Part II – Construction Documents Phase

- A/E will provide/perform the following Construction Documents Phase Services.
  - All Drawings and details will be produced in AutoCAD. All specifications will be produced in Word.
  - A/E shall prepare drawings and other documents to fix and describe the size and character of the project regarding site, architectural, civil, structural, and electrical systems, materials and other elements as may be appropriate.
  - Based upon the approved design, and further adjustments to the Scope or quality of the Project, or in the project design budget authorized by the CLIENT, A/E shall prepare, for approval, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project.
  - Attend up to two (3) in-person meetings to coordinate and review with the CLIENT and the design team. Virtual meeting will be held as necessary throughout the task.
  - Design shall meet all applicable City of Killeen design and construction standards and applicable state regulations.
  - One set of Construction Documents will be prepared and will be let as a single bid package.
  - Review documents will be submitted at 50%, 90%, and 100% completion. Each review submittal shall include plans, project manual, and an updated schedule.
  - Construction Documents shall be submitted to CLIENT. A/E to address up to two rounds of CLIENT comments. If additional submittals are required, then additional compensation will be required as an Additional Service on an hourly basis.
- Deliverables: Design Development / 50% CDs, 90% CD Design Review Submittal, Issue for Bid Construction Documents, Project Manual (Front End Documents and Technical Specifications), and Meetings with CLIENT (as necessary)

A. Regulatory Review: A/E shall apply for and obtain required regulatory reviews and permits. A/E will pay for required permits during the planning and design phases. Permit fees paid by the A/E will be invoiced as reimbursable expenses. During construction, Contractor shall apply for and obtain all construction required permits including Building Permits, Signage Permits, Irrigation Permits, etc.

Part III – Bidding Phase

- Services: A/E will provide/perform the following Bidding Phase Services for each bid package.
  - A/E shall provide a Bid Form structured in a format appropriate to the type of construction.
  - Answer questions from Bidders and prepare Addenda, as necessary.
  - Review "or-equal" submittals from Contractor.
  - Attending pre-bid meeting, if required.
  - Attend Bid opening.
  - Assist CLIENT in prequalification of Bidders.
  - Assist CLIENT in preconstruction conference.
  - A/E will distribute electronic Bid Documents to prospective Contractors.

Part IV – Construction Contract Administration Phase

A. Services: A/E will provide/perform the following Construction Administration Phase Services for each bid package.

- Provide site observation visits appropriate to the stage and quality of Contractor's works in progress. Site observation visits shall be provided for the purpose of ascertaining for CLIENT that the Work is in substantial or general conformance with the Contract Documents and design intent. Typically, site observation visits will be made once a month.
  - Should nonconforming or defective work be observed, A/E will endeavor to immediately inform the CLIENT that conforming or remedial action is required.
  - On-site meetings shall be approximately once a month.
  - A/E will provide site observation visits on a regular basis as appropriate to the Project. One virtual meeting per month can be held to address general questions, discuss submittals, RFI's and outstanding issues. One on-site monthly meeting will be held to observe construction progress and review payment applications. Total number of on-site visits will be 8. If the Project runs over 8 months, site visits will be provided on an hourly basis and will be billed as Supplemental Services.
  - On-site pre-construction meetings will be held for critical tasks prior to Contractor commencing tasks such as:
    - Earthwork.
    - Utilities.
    - Buildings.
    - Roadways/parking.
    - Irrigation system.
  - Site observation visits provided by A/E as necessary to correct errors or omissions or to clarify ambiguities in the Plans will not accrue against the visits described above.
- Review Shop Drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents. Provide CLIENT an electronic copy of all product submittals and/or cut sheets used on the Project.
- Respond to RFIs and log RFIs.
- Review change proposals and change requests.
- Provide ASIs, if needed.
- Provide written responses to requests for information or clarification.
- Recommend change orders, if required.
- Assist CLIENT in conducting the substantial completion and final completion.

- A. Status During Construction:
  - Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or any subcontractors thereof (generally and collectively referred to as "Contractors" nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work. A/E is responsible for consulting, notifying, and coordinating with the CLIENT.
  - Except, and unless prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agents or employee of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- B. Record Drawing:
  - A/E will provide/perform the following Record Drawing Phase Services:
    - A/E will transfer information provided by Contractor (As-Built/markups) after construction is complete. As-Built/markups will be provided to Parkhill by Contractor, by means of digital files (AutoCAD/REVIT and PDF).
    - A/E will produce Record Drawings from these files to submit to CLIENT for their records, in AutoCAD/REVIT or PDF as requested by the CLIENT.
- C. A/E will not be providing Inspection Services.

## RELATED SERVICES

### Part I – Topographical Survey

- A. A/E shall secure the services of an independent registered land surveyor to perform a topographical survey of the project site. The survey will provide a minimum contour interval of one foot, include the existing facilities nearby utilities, trees with a 3-inch caliper or greater, adjacent parking lots/drive aisles, adjacent streets, boundary lines and other miscellaneous items.

### Part II – Geotechnical Investigation

- A/E shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the building foundation(s), paving, post-tension slabs, light pole footings, retaining walls, etc.

### Part III – Community Engagement

- A. If needed, A/E shall assist the CLIENT in gathering input from the adjacent communities regarding the development of the proposed program. A/E shall prepare and provide presentation graphics for one open-house format public meeting to present two concept plans with two distinct splashpad and playground designs. The information gathered from the public will be used to select which concept plan will be developed into the final plan.

#### Part IV – Site Plan Submittal

A. If needed, A/E submit the completed construction documents to the City of Killeen for formal review by the various departments. A/E shall respond to the comments and revise the plans as necessary. A/E to address up to two rounds of CLIENT comments. If additional submittals are required, then additional compensation will be required as an Additional Service on an hourly basis.

#### Part V – Reimbursable Expenses

A Reimbursable expenses will be billed at invoice cost plus 15%. Reimbursable expenses include but are not limited to: postage; shipping; reproductions/copies; color plots; prints; accessibility review; and inspection fees; reproduction of Contract Documents; permit fees; and reports. A/E is proposing a reimbursable expenses budget of \$5,000. This amount shall not be exceeded without prior written approval by the CLIENT.

#### Part VI – Additional Services

- If the Budget or Scope of work described herein is changed or if additional bid packages are required, or if additional submittals for Development Review are required beyond the number stipulated in Basic Services, Professional Services required to include said changes shall be considered Additional Services, and compensation for A/E's services shall be adjusted appropriately according to the magnitude of the change. All changes in service shall be agreed to in writing by both CLIENT and A/E prior to any supplemental services being provided.
- The following services are not included in this Agreement but are available to CLIENT upon written authorized approval and mutual agreement.
  - Models, or mock-ups other than what is defined in Basic Services.
  - 3D Animations.
  - Project Website.
  - Environmental/Corps of Engineers/FEMA permits.
  - Subsurface utility Engineering (SUE)
  - Meetings (beyond those listed in the Scope description).
  - Grant Applications and related documents.
  - Additional site visits beyond those stipulated in the Scope definition during Construction.
  - Assistance by A/E to CLIENT in the resolution of construction-contract disputes between CLIENT and its Contractor, or contract-related claims against CLIENT, are not a part of the Scope of this Proposal. However, such services may be provided as Additional Services by separate agreement or amendment, as provided for herein, to this Agreement.
  - Water Supply Study.
  - Additional property acquisitions. If additional properties are acquired and added to the park, adjustments to the Professional Services Agreement may be required.

#### EXCLUSIONS

A. The intent of this Scope of Services is to include only the services specifically listed herein for this Project. Services specifically excluded from this Scope of Services include, but are not necessarily limited to, the following:

- Offsite field surveying or production of related maps for purposes of determining off-site utility locations.
- Presentations to City Council, Park Board, or other boards and bodies.
- Design of off-site utility services or drainage facilities to more than 100 feet from any boundary of the Project site, except as stipulated herein.

- Street and/or Roadway Engineering of surrounding streets.
- Fees for permits and advertising.
- Full-time or otherwise more frequent site observation visits, than provided as Basic Services to monitor Contractor's Work in Progress.
- 3D digital model and renderings.
- Full-time or otherwise more frequent site observation visits, than provided as Basic Services to monitor Contractor's Work in Progress.

## **DELIVERABLES**

- A. Schematic Design: As listed above.
- B. Construction Documents: As listed above.
- C. Bidding: Bid Form, Bid Tabulation.
- D. Construction Administration:
  - Replies to Requests for Information (RFI).
  - Architect's Supplemental Information (SI).
  - Applications for Payment.
  - Submittal review comments.
  - Certificate of Substantial Completion.
- E. Digital copies of the following reports and data:
  - Geotechnical Investigation.
- F. Record Drawings.

## **ITEMS AND SERVICES TO BE PROVIDED BY THE CLIENT**

The CLIENT will provide the following services to the A/E in the performance of the project upon request.

- Existing data the CLIENT has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Assist the A/E in obtaining any required data and information from local utility companies, as necessary.
- Standard details and specifications in digital format.
- Assist the A/E in requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.

**END OF EXHIBIT**

**Parkhill**  
**Hourly Rate Schedule**  
January 1, 2026 through December 31, 2026

**Client:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Agreement Date:** \_\_\_\_\_

**Location:** \_\_\_\_\_

| <b>CLASSIFICATION</b>        | <b>HOURLY RATE</b> | <b>CLASSIFICATION</b>         | <b>HOURLY RATE</b> | <b>CLASSIFICATION</b>         | <b>HOURLY RATE</b> |
|------------------------------|--------------------|-------------------------------|--------------------|-------------------------------|--------------------|
| <b>SUPPORT STAFF I</b>       | \$84.00            | <b>PROFESSIONAL LEVEL III</b> |                    | <b>PROFESSIONAL LEVEL VI</b>  |                    |
| <b>SUPPORT STAFF II</b>      | \$97.00            | Architect                     | \$210.00           | Architect                     | \$327.00           |
| <b>SUPPORT STAFF III</b>     | \$134.00           | Civil Engineer                | \$254.00           | Civil Engineer                | \$352.00           |
| <b>SUPPORT STAFF IV</b>      | \$142.00           | Electrical Engineer           | \$244.00           | Electrical Engineer           | \$346.00           |
| <b>SUPPORT STAFF V</b>       | \$157.00           | Interior Designer             | \$182.00           | Interior Designer             | \$259.00           |
| <b>SUPPORT STAFF VI</b>      | \$171.00           | Landscape Architect           | \$196.00           | Landscape Architect           | \$277.00           |
| <b>PROFESSIONAL LEVEL I</b>  |                    | Mechanical Engineer           | \$237.00           | Mechanical Engineer           | \$335.00           |
| Architect                    | \$171.00           | Structural Engineer           | \$244.00           | Structural Engineer           | \$314.00           |
| Civil Engineer               | \$184.00           | Survey Tech                   | \$190.00           | Professional Land Surveyor    | \$293.00           |
| Electrical Engineer          | \$185.00           | Other Professional            | \$180.00           | Other Professional            | \$270.00           |
| Interior Designer            | \$158.00           | <b>PROFESSIONAL LEVEL IV</b>  |                    | <b>PROFESSIONAL LEVEL VII</b> |                    |
| Landscape Architect          | \$158.00           | Architect                     | \$256.00           | Architect                     | \$417.00           |
| Mechanical Engineer          | \$177.00           | Civil Engineer                | \$296.00           | Civil Engineer                | \$425.00           |
| Structural Engineer          | \$176.00           | Electrical Engineer           | \$285.00           | Electrical Engineer           | \$412.00           |
| Survey Tech                  | \$149.00           | Interior Designer             | \$200.00           | Interior Designer             | \$356.00           |
| Other Professional           | \$155.00           | Landscape Architect           | \$213.00           | Landscape Architect           | \$356.00           |
| <b>PROFESSIONAL LEVEL II</b> |                    | Mechanical Engineer           | \$277.00           | Mechanical Engineer           | \$396.00           |
| Architect                    | \$185.00           | Structural Engineer           | \$282.00           | Structural Engineer           | \$415.00           |
| Civil Engineer               | \$207.00           | Survey Tech                   | \$231.00           | Professional Land Surveyor    | \$355.00           |
| Electrical Engineer          | \$210.00           | Other Professional            | \$213.00           | Other Professional            | \$341.00           |
| Interior Designer            | \$166.00           | <b>PROFESSIONAL LEVEL V</b>   |                    |                               |                    |
| Landscape Architect          | \$166.00           | Architect                     | \$310.00           |                               |                    |
| Mechanical Engineer          | \$203.00           | Civil Engineer                | \$351.00           |                               |                    |
| Structural Engineer          | \$200.00           | Electrical Engineer           | \$344.00           |                               |                    |
| Survey Tech                  | \$163.00           | Interior Designer             | \$239.00           |                               |                    |
| Other Professional           | \$164.00           | Landscape Architect           | \$259.00           |                               |                    |
|                              |                    | Mechanical Engineer           | \$332.00           |                               |                    |
|                              |                    | Structural Engineer           | \$310.00           |                               |                    |
|                              |                    | Professional Land Surveyor    | \$262.00           |                               |                    |
|                              |                    | Other Professional            | \$237.00           |                               |                    |

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026.  
After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

# Parkhill

**PROPOSED SCHEDULE**  
**CITY OF KILLEEN**  
**Purser Oaks Heritage Trail - Trailhead Amenities**  
**December 8, 2025**

*red text indicates involvement by Owner*

| Stage of Services                                 | Cal. days to Complete | Projected Date                   |
|---|-----------------------|----------------------------------|
| Authorization from City to Proceed                |                       | Monday, January 26, 2026         |
| <b>Design Phase</b>                               |                       |                                  |
| Begin Topographic Survey                          | 1                     | Tuesday, January 27, 2026        |
| Begin Geotech Report                              | 1                     | Tuesday, January 27, 2026        |
| Kick-off Meeting with City Staff                  | 1                     | Tuesday, January 27, 2026        |
| Site Reconnaissance Visit                         | 7                     | Tuesday, February 3, 2026        |
| Preliminary Design Concepts                       | 21                    | Tuesday, February 24, 2026       |
| Review Preliminary Design Concepts with Owner     | 7                     | Tuesday, March 3, 2026           |
| Prepare for Public Engagement Meeting (if needed) | 14                    | Tuesday, March 17, 2026          |
| Final Design Concept                              | 14                    | Tuesday, March 31, 2026          |
| 50% CD/100% DD submittal                          | 28                    | Tuesday, April 28, 2026          |
| Review by CLIENT                                  | 7                     | Tuesday, May 5, 2026             |
| 90% CD Review Submittal                           | 21                    | Tuesday, May 26, 2026            |
| Review by CLIENT                                  | 7                     | Tuesday, June 2, 2026            |
| 100% CD Review Submittal                          | 14                    | Tuesday, June 16, 2026           |
| Submit for Regulatory Review                      | 1                     | Wednesday, June 17, 2026         |
| 100% CDs for Restroom Building                    | 22                    | Thursday, July 9, 2026           |
| <b>Bidding Phase</b>                              |                       |                                  |
| Advertise for Bid                                 | 7                     | Thursday, July 16, 2026          |
| Advertise for Bid                                 | 7                     | Thursday, July 23, 2026          |
| Bid Opening                                       | 7                     | Thursday, July 30, 2026          |
| <i>City Council approve bids/GMP</i>              | 14                    | <i>Thursday, August 13, 2026</i> |
| <b>Construction Phase</b>                         |                       |                                  |
| Start Construction                                | 7                     | Thursday, August 20, 2026        |
| Substantial Completion                            | 239                   | Friday, April 9, 2027            |
| Project Closeout & Record Drawings                | 14                    | Friday, April 23, 2027           |

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 M.C.D.

### **OWNER's Responsibilities**

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

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 and Additional 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 M.C.D.

---

**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 & Other Services Having A Determined Scope**

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

1. Progress payments in the amount of \$317,800 based on the following assumed distribution of compensation:

|                               |                  |
|-------------------------------|------------------|
| a. Schematic Design           | <u>\$40,000</u>  |
| b. Construction Documents     | <u>\$183,000</u> |
| c. Bidding                    | <u>\$8,000</u>   |
| d. CACO & Record Drawings     | <u>\$45,000</u>  |
| e. Topographical Survey       | <u>\$14,000</u>  |
| f. Geotechnical Investigation | <u>\$9,900</u>   |
| h. Public Engagement          | <u>\$5,500</u>   |
| i. Site Plan Submittal        | <u>\$7,400</u>   |
| j. Reimbursable Expenses      | <u>\$5,000</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 M.C.D.

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

[Not applicable/Not sed.]

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 M.C.D.

---

## 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: \_\_\_\_\_, \_\_\_\_\_

**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 M.C.D.

### **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 four hundred ninety-nine thousand seven hundred sixty Dollars (\$ 1,499,760.00 ) 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 3 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ARCHITECT/ENGINEER M.C.D.

## **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): \$ 500,000  
Each Accident
  - 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)  
09/30/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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).

|   |  |  |        |
|---|--|--|--------|
| <b>PRODUCER</b><br>Sanford & Tatum Insurance Agency<br>PO Box 64790 | <b>CONTACT</b><br>Dee Bartlett<br>NAME: Dee Bartlett<br>PHONE (A/C, No, Ext): (806) 792-5564<br>FAX (A/C, No): (806) 792-9344<br>E-MAIL: dee.bartlett@sanfordtatum.com<br>ADDRESS: |  |        |
|   |  | INSURER(S) AFFORDING COVERAGE                          | NAIC # |
| Lubbock   | TX 79464   | INSURER A : Phoenix Insurance Co                       | 25623  |
| INSURED   |  | INSURER B : Charter Oak Fire Ins. Co                   | 25615  |
|   |  | INSURER C : Travelers Property Casualty Co. of America | 25674  |
|   |  | INSURER D : Farmington Casualty                        | 41483  |
|   |  | INSURER E :  |        |
|   |  | INSURER F :  |        |

**COVERAGES**      **CERTIFICATE NUMBER:** 24/25      **REVISION NUMBER:**

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.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR VWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                              |              |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/><br><input type="checkbox"/><br><b>GENL AGGREGATE LIMIT APPLIES PER:</b><br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC<br><input type="checkbox"/><br>OTHER: |           |          | 6305H948872   | 09/30/2024              | 09/30/2025              | EACH OCCURRENCE                     | \$ 1,000,000 |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence)  |           |          |               |                         |                         | \$ 300,000                          |              |
|          | MED EXP (Any one person)   |           |          |               |                         |                         | \$ 5,000                            |              |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | BA4N167444    | 09/30/2024              | 09/30/2025              | PERSONAL & ADV INJURY               | \$ 1,000,000 |
|          | GENERAL AGGREGATE  |           |          |               |                         |                         | \$ 2,000,000                        |              |
|          | PRODUCTS - COMP/OP AGG   |           |          |               |                         |                         | \$ 2,000,000                        |              |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | CUP5H948872   | 09/30/2024              | 09/30/2025              | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
|          | BODILY INJURY (Per person)   |           |          |               |                         |                         | \$                                  |              |
|          | BODILY INJURY (Per accident)   |           |          |               |                         |                         | \$                                  |              |
| D        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |           |          | UB5H948872    | 09/30/2024              | 09/30/2025              | PROPERTY DAMAGE (Per accident)      | \$           |
|          | EACH OCCURRENCE  |           |          |               |                         |                         | \$ 10,000,000                       |              |
|          | AGGREGATE  |           |          |               |                         |                         | \$ 10,000,000                       |              |
|          |  |           |          |               |                         |                         |                                     |              |

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

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |   |
|--|---|
| Sample Certificate of Insurance  | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> |
| <b>AUTHORIZED REPRESENTATIVE</b><br> |   |

© 1988-2015 ACORD CORPORATION. All rights reserved.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/6/2025

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).

|  |  |
|--|--|
| <b>PRODUCER</b><br>Risk Strategies<br>12801 North Central Expy. Suite 1725<br>Dallas, TX 75243 | CONTACT NAME: Joe Bryant<br>PHONE (A/C, No.): (214) 323-4602 FAX (A/C, No.): (214) 503-8899<br>EMAIL: RSCcertrequest@risk-strategies.com<br>ADDRESS:             |
|  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Travelers Casualty and Surety Co of Amer 31194<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| <b>INSURED</b><br>Parkhill<br>4222 85th St.<br>Lubbock TX 79423                                |  |

**COVERAGE**

**CERTIFICATE NUMBER:** 83457887

**REVISION NUMBER:**

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.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD                               | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |  |
|----------|---|---|----------|---------------|-------------------------|-------------------------|---|--|
|          | COMMERCIAL GENERAL LIABILITY<br><br>CLAIMS-MADE   OCCUR   |   |          |               |                         |                         | EACH OCCURRENCE \$                                    |  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><br>POLICY PROJECT LOC OTHER:   |   |          |               |                         |                         | DAMAGE TO RENTED PREMISES (EA occurrence) \$          |  |
|          | AUTOMOBILE LIABILITY<br><br>ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY  | SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY |          |               |                         |                         | MED EXP (Any one person) \$                           |  |
|          | UMBRELLA LIAB<br>EXCESS LIAB  | OCCUR<br>CLAIMS-MADE                    |          |               |                         |                         | PERSONAL & ADV INJURY \$                              |  |
|          | DED RETENTION \$  |   |          |               |                         |                         | GENERAL AGGREGATE \$                                  |  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N<br>N / A                          |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$                             |  |
| A        | Professional & Pollution Liability  |   | ✓        | 106653747     | 1/10/2025               | 1/10/2026               | PER CLAIM \$2,000,000<br>ANNUAL AGGREGATE \$4,000,000 |  |

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.

**CERTIFICATE HOLDER**

**CANCELLATION**

Evidence of Insurance

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

Joe Bryant

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 **M.C.D.**

**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 **M.C.D.**

**DBE Goal**

---

DBE Goal 0%