



May 5, 2021

City of Keller  
Attn: Alonzo Liñán, P.E.  
Public Works Director  
1100 Bear Creek Pkwy  
Keller, TX 76248

**RE: PROPOSAL FOR NIGHTINGALE DRAINAGE IMPROVEMENTS  
KELLER, TEXAS**

Dear Mr. Liñán

We appreciate the opportunity to offer our scope of work and fee proposal to provide land surveying and civil engineering design for the referenced project. As you know we are familiar with Nightingale Circle and have recently completed several concepts for mitigating or partially mitigating the significant drainage problems along this stretch of roadway.

The project's focus is to generally eliminate the need for a borrow ditch along the north side of the roadway from the low water crossing, west to the cul-de-sac. Our preliminary review indicates that this location has a significant contributing drainage basin and is anticipated to require a 5'x4' Reinforced Concrete Box Culvert (RCBC) to accommodate the stormwater design underground.

Based on the previous concepts, we will need to extend our previous survey of the low water crossing to the west to facilitate design of the storm water improvements. As noted in our previous agreement, the concepts have allowed us to generate this alternative to best meet the City's needs and budget. This project will not eliminate the low water crossing but will make the roadway more pedestrian friendly and eliminate the need for the current ditch. The increase to the scope of work will include Survey, Preliminary Plans, Final Plans and Record Drawings.

For budgetary purposes we've prepared and have included a Budgetary Opinion of Probable Construction Cost.

We propose the following Scope of Work:

**Survey** – Provide topographical survey of Nightingale Circle from BB-10 west to approximately 180 feet west of Florence Place. The survey is anticipated to include north and south to the right-of-way line and approximate finished floor elevations for the homes along the north side. The survey will tie all above ground improvements and provide critical elevations and 1-ft contours.

**Drainage Analysis** – Update the previous analysis to be site specific to the design elements. Delineate and or revise the contributing drainage basin to the proposed inlets and develop runoff rates utilizing a the Rational Method. As a minimum we will provide the stormwater runoff rates for the 1-Yr, 5-Yr, 10-Yr, 25-Yr and 100-Yr storm events. The 100-Yr Rational Method analysis will be compared to the Unit Hydrograph analysis to determine the most prudent design.

6300 Ridglea Place, Suite 700 | Fort Worth, Texas 76116 | PH: 817.338.1277 | FX: 817.338.9245

TBPELS Firm #44, #10011300, #10011302, #10194146

engineering | surveying | landscape

Storm Drain Improvements – Design above ground and underground storm drain improvements to collect storm water runoff as it approaches Nightingale. Design sidewalk and minor grading improvements to safely convey the minor accumulated runoff collecting between inlets. Design erosion protection for the storm drain discharge into BB-10.

Traffic Control – Provide a Traffic Control Plan for bidding purposes to direct non-local traffic away from the construction area.

Bidding Assistance – Prepare a Project Manual to accompany the design drawings, prepare a budget estimate, facilitate online bidding, attend a Prebid meeting to address contractor questions and a Pre-construction meeting to assist with project kickoff. The printing of hard copy drawings and manuals is not included but may be added at cost plus %10.

Minor Construction Assistance – Respond to questions regarding the design, design plans or project manual.

In consideration for the scope described above we propose a stipulated sum fee of Eighty Thousand Five Hundred Dollars and No Cents (\$80,500.00) as follows:

Topographic Surveying Services	\$ 8,000
Preliminary and Final Design Drawings	\$72,500
Total for Professional Services	\$80,500

Our expected schedule for design is as follows:

<b>TASK</b>	<b>BEGIN</b>	<b>END</b>
Survey	6/1/2021	6/22/2021
Preliminary Design	6/21/2021	8/30/2021
City Review	8/30/2021	9/20/2021
Final Design	9/20/2021	12/1/2021
City Review	12/1/2021	12/8/2021
Bid Documents	12/8/2021	12/22/2021
Advertise	1/3/2022	1/14/2022
Bid		1/20/2022

Services not included in the above outlined scope of work consist of, but are not limited to, geotechnical investigations, environmental studies, USEPA/USACOE 404 permitting or extensive construction support services.

Invoices will be forwarded to your office based upon the percentage of design completed during each billing period and will be due upon receipt of each invoice. Stipulated sum includes travel expenses for travel to city hall and the project site, but does not include reproduction expenses, other than single copy originals for final report. Travel expenses, plotting and reproduction expenses, other than those identified above will not be incurred without your prior approval, at which point these expenses will be payable in accordance with the enclosed general provisions.

If you find the proposed scope of work, professional fees, and terms specified in the enclosed general provisions acceptable, please indicate your approval by signing below and returning to our office. We will consider receipt of this signed agreement as our notice to proceed.

Thank you for the opportunity to work with you on this project.

Sincerely,

**BAIRD, HAMPTON & BROWN, INC.**



Kevin Miller, PE  
Sr. Associate / Sr. Civil Engineer

Enclosed: Street-View Image of Nightingale Circle at BB-10  
Budgetary Opinion of Probable Construction Cost  
General Conditions

**ACCEPTED: CITY OF KELLER**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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

CC: Konstantine Bakintas, PE – Baird Hampton & Brown



**Street-View Image of  
NIGHTINGALE CIRCLE  
at Tributary BB-10**

Engineer's Budgetary  
 OPINION of PROBABLE CONSTRUCTION COST  
**Nightingale Circle Storm Drain - OPTION 3**  
 300-ft west of Greenbriar Drive - Keller, TX

<u>No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<b>Public Drainage Improvements</b>					
1	Erosion Control Measures	MO	6	\$ 2,000.00	\$ 12,000.00
2	Demo/Remove/Dispose of Ex. Concrete Flume	SY	300	\$ 15.00	\$ 4,500.00
3	Demo/Remove/Dispose of Ex. Trees	EA	3	\$ 650.00	\$ 1,950.00
4	5'x4' Reinforced Concrete Box	LF	733	\$ 410.00	\$ 300,530.00
5	48" Reinforced Concrete Pipe	LF	121	\$ 165.00	\$ 19,965.00
6	30" Reinforced Concrete Pipe	LF	17	\$ 121.00	\$ 2,057.00
7	24" Reinforced Concrete Pipe	LF	17	\$ 93.00	\$ 1,581.00
8	5'x5' Combination Inlet	EA	2	\$ 11,000.00	\$ 22,000.00
9	2'x2' WYE Inlet w/ curb	EA	3	\$ 5,500.00	\$ 16,500.00
10	2'x2' WYE Inlet	EA	1	\$ 4,500.00	\$ 4,500.00
11	18" Grouted Rock Riprap	SY	120	\$ 80.00	\$ 9,600.00
12	Borrow Ditch Grading inc. Culvert Demo	LF	900	\$ 28.00	\$ 25,200.00
13	Asphalt Pavement Repair	SY	53	\$ 154.00	\$ 8,162.00
Subtotal =					\$ 428,545.00
25% Contingency =					\$ 107,455.00
<b>Total for Public Drainage Improvements =</b>					<b>\$ 536,000.00</b>
<b>Public Roadway Improvements</b>					
1	Traffic Control Measures	MO	6	\$ 2,000.00	\$ 12,000.00
2	Misc. Adjustments (Non-Franchise - Include Mi	LS	1	\$ 30,000.00	\$ 30,000.00
3	Flexible Base as Temporary Pavement Repair	CY	150	\$ 100.00	\$ 15,000.00
4	Sawcut/Remove/Dispose of Ex. Conc. Curb	LF	275	\$ 3.00	\$ 825.00
5	Sawcut/Remove/Dispose of Ex. Conc.	SY	268	\$ 5.00	\$ 1,340.00
6	Highwater Warning Devices	EA	2	\$ 25,000.00	\$ 50,000.00
7	Unclassified Earthwork Borrow (Haul-In)	CY	850	\$ 18.00	\$ 15,300.00
8	8" Cement/Lime Stabilized Subgrade	SY	475	\$ 5.50	\$ 2,612.50
9	Cement/Lime for Subgrade (35 lb/SY)	TON	8	\$ 140.00	\$ 1,120.00
10	6" Reinforced Concrete Pavement	SY	300	\$ 60.00	\$ 18,000.00
11	6" Attached Concrete Curb or Curb & Gut	LF	275	\$ 13.00	\$ 3,575.00
12	4" Thick Reinforced Concrete Sidewalk	SF	3,920	\$ 6.50	\$ 25,480.00
13	Reconstruct Reinforced Concrete Driveway	SF	1,750	\$ 13.50	\$ 23,625.00
14	6" Top Soil for Disturbed Areas	CY	125	\$ 22.00	\$ 2,750.00
15	Solid Sod for Disturbed Areas	SY	2,200	\$ 6.00	\$ 13,200.00
Subtotal =					\$ 214,827.50
25% Contingency =					\$ 54,172.50
<b>Total for Public Roadway Improvements =</b>					<b>\$ 269,000.00</b>
Engineering =					\$ 72,500.00
Surveying =					\$ 8,000.00
<b>Total for Public Improvements =</b>					<b>\$ 885,500.00</b>

## GENERAL CONDITIONS

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

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

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

### COMPENSATION

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

ENGINEERING & LANDSCAPE ARCHITECTURE			LAND SURVEYING SERVICES		
Engineering & Management, Principal/VP	\$	250.00 /hr	Surveying & Management, Principal/VP	\$	250.00 /hr
Project Management	\$	170.00 /hr	Surveying Services, Senior RPLS	\$	170.00 /hr
Engineering Services, Senior PE	\$	170.00 /hr	Surveying Services, RPLS	\$	145.00 /hr
Engineering Services - PE	\$	120.00 /hr	Surveying Services, Senior Tech.	\$	120.00 /hr
Engineering Services - EIT	\$	95.00 /hr	CAD/Technical Survey Services	\$	90.00 /hr
Design Services, Senior Designer	\$	120.00 /hr	Land Surveying Research	\$	90.00 /hr
Design Services by Designer	\$	90.00 /hr	Field Surveying - 1 Person Crew	\$	145.00 /hr
CAD/Drafting Services	\$	70.00 /hr	Field Surveying - 2 Person Crew	\$	175.00 /hr
Landscape Architectural Services - LA	\$	120.00 /hr	Field Surveying - 3 Person Crew	\$	195.00 /hr
Landscape Architect Intern	\$	85.00 /hr	Construction Staking - 2 Person	\$	195.00 /hr
Clerical Services	\$	60.00 /hr	GIS Technical Services	\$	75.00 /hr

The hourly rate schedule will be adjusted annually.

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

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

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

ESTIMATES OF PROBABLE CONSTRUCTION COST - In providing estimates of probable construction cost, the Client understands that BHB has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that BHB's estimates of probable construction costs are made on the basis of BHB's professional judgment and experience. BHB makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from BHB's estimate of probable construction cost.

LEED CERTIFICATION - The Client and BHB mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) [or other] green building-rating system. The Client understands that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED-certification processes and procedures as determined by the USGBC. These procedures are outside the control of BHB, may not be uniformly implemented and may be subject to change at any time. Further, LEED certification will require input and effort from the Client and BHB as well as other consultants, contractors and other parties associated with the Project that are not parties to this Agreement.

BHB will make reasonable efforts to facilitate and coordinate the LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. BHB cannot, however, guarantee LEED certification or the actual performance of the building based on BHB's design drawings, specifications, or resource use or consumption modeling for the Project, nor can it guarantee certain performance levels anticipated through the LEED-certification process.

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

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

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

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

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

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

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

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

PERMITS AND APPROVALS - BHB shall assist the Client in applying for those permits and approvals required by law for projects similar to the one for which BHB's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by BHB and included in the Scope of Services of this Agreement. This assistance does not include, however, special studies, special research, attendance at more than one meeting with public authorities, special testing or special documentation not usually and customarily required for this type of project. BHB will provide such special services as Additional Services as authorized in writing by the Client in accordance with the compensation provisions of this Agreement.

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

INFORMATION PROVIDED BY OTHERS - The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. BHB may use such information, requirements, reports, data, surveys

and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. BHB shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

DEFINITION OF HAZARDOUS MATERIALS - As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

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

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

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

SHOP DRAWING REVIEW - BHB shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. BHB's review shall be conducted with reasonable promptness while allowing sufficient time in BHB's judgment to permit adequate review. Review of a specific item shall not indicate that BHB has reviewed the entire assembly of which the item is a component. BHB shall not be responsible for any deviations from the Construction Documents not brought to the attention of BHB in writing by the Contractor. BHB shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

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

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

If provided, accepting and utilizing any electronic CAD drawings, reports and data on any form of electronic media generated and furnished by BHB, the Recipient agrees that all such electronic files are instruments of service of BHB, who shall be deemed



author, and shall retain all common law and other rights, including copyrights. Said files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them.

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

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

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

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

RECORD DOCUMENTS - Upon completion of the Work, BHB shall compile for and deliver to the Client an electronic set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which BHB is entitled to assume will be reliable, BHB cannot and does not warrant their accuracy.

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

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

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

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

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

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

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

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

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