

## Jones Plaza Re-Design Project

### Request for Qualifications

- ISSUE DATE: August 1, 2017
- DUE DATE: **Noon on September 5, 2017** (“Submission Deadline”)
- INSTRUCTIONS: Submit seven (7) paper copies and one (1) electronic copy of the respondent’s Statement of Qualifications on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. **Please write “Jones Plaza Re-Design Project” clearly on the outside of the sealed envelope.**
- SUBMIT TO: Houston First Corporation, Attn: Mitch Miskowski, 701 Avenida de las Americas, Ste. 200, Houston, Texas 77010. Submittals received by email or fax will be rejected.
- CONTACT INFO: Questions concerning this RFQ must be sent by e-mail to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **noon on August, 21, 2017**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online.

**OVERVIEW.** Houston First Corporation (“HFC”) is pleased to issue this Request for Qualifications (“RFQ”) from experienced urban design firms, landscape architects or architects capable of creating an inspired, iconic, accessible and welcoming design for the reconstruction of Jones Plaza -- a significant 1.5-acre urban block in the heart of the Theater District in Downtown Houston.

After reviewing each Statement of Qualification (“SOQ”) received from respondents, up to five firms (or teams) will be selected to prepare and participate in a preliminary design concept presentation for final selection. HFC expects that the top design firm will be retained to further refine and develop the project; HFC does not, however, guarantee it will enter into a contract for any work beyond the SOQ and preliminary conceptual design phase.

**BACKGROUND.** HFC is a local government corporation created by the City of Houston to enhance quality of life, advance economic prosperity and promote and position Houston as a premier destination for leisure tourism and major events.

HFC is responsible for management and operation of more than ten city-owned buildings and plazas, including the George R. Brown Convention Center, Jones Hall, Wortham Theater, Miller Outdoor Theatre, Talento Bilingue de Houston, and outdoor facilities such as Jones Plaza, , Ray C. Fish Plaza, Root Memorial Square, and several other landscaped properties and parking facilities.

In fulfilling its mission, HFC undertakes a wide array of projects and initiatives, including the recently completed Theater District Master Plan and the envisioned re-design of Jones Plaza (the “Plaza”). Visit [http://houstonfirst.com/static/media/uploads/attachments/theater\\_district\\_master\\_plan\\_02.02.15.pdf](http://houstonfirst.com/static/media/uploads/attachments/theater_district_master_plan_02.02.15.pdf) to view a copy of the master plan.

**PROJECT.** As noted in the Theater District master plan, the re-design of the Plaza is one of the short-term projects identified for implementation. Having completed a visioning document to guide the re-design, HFC is now prepared to enter into the next phase of the work, starting with preliminary conceptual design.

An ideal design will transform the Plaza into a vibrant public square that is visually and physically accessible; welcoming and comfortable; programmed and managed; usable both day & night; and a space that reflects a performing arts character. Recommended physical features include:

- Shade – trees or structures;
- Dining facility;
- Moveable seating and tables;
- Water element;
- Green oasis with seasonal plantings;
- Art installation(s);
- Informal/flexible/intimate performance space;
- Lighting and projection elements;
- State-of-the-art technology;
- Easy access to garage & tunnel system; and
- Easy access to facilities across the streets.

The Plaza is envisioned to have a Food & Beverage (“F&B”) facility that has the following key attributes:

- Fast casual counter (grab-and-go) service with a seated upper casual component – 4,000 sf;
- Shared kitchen facility and restrooms;
- Indoor and shaded outdoor seating;
- Ability to be rented as private event spaces;
- Transparent building skin;
- Good visibility and easy access to the building from sidewalks, tunnel, and garage stairs; and
- Operable for breakfast and lunch, early (after work) & pre-theater dinner, and post theater dessert/drinks.

The estimated preliminary budget for project costs (soft and hard) are \$10-13 million for the Plaza and an additional \$3-5 million for the envisioned F&B facility.

**SOQ FORMAT AND EVALUATION.** Although HFC prefers substance over form, to be considered responsive, respondents are asked to include all of the following information in their SOQ:

- Transmittal Letter:** Include a brief statement summarizing respondent’s understanding of the work to be completed signed by a person authorized to make representations on behalf of respondent, including his or her direct phone number and email address. Respondents **must** make a specific, unambiguous statement accepting and agreeing to comply with the Design Services Agreement terms and conditions if selected, or identify any objections within or immediately following the letter. Be advised that respondents including material exceptions will be rejected without further consideration (max 1 page).
- Profile:** Summarize respondent’s history, structure, strengths, methodology, and experience in meeting the needs of its clients (max 2 pages).
- Experience:** Identify three projects completed primarily by respondent similar in complexity and scope to this project. Provide current references for each such project (max 6 pages).
- Project Team:** Identify the essential personnel who would be assigned to perform work on this project, such as the project manager, responsible corporate executive and probable subcontractors; include a brief summary of their qualifications and note if any are certified as MWDBEs or HUBs (max 3 pages).

HFC appreciates conciseness and clarity in the SOQ.

HFC will review and rank every SOQ received in response to this RFQ based on the (i) Experience of firm (37%); (ii) Proposed project team (31%); (iii) Firm profile (21%); and (iv) Transmittal letter, including expressed acceptance of contract terms (11%).

**PRELIMINARY CONCEPTUAL DESIGN PHASE.** Top-ranked firms, not to exceed five, will be invited to participate in an interview & presentation process by preparing a project-specific, preliminary conceptual design. Acceptance will require each firm to sign a letter of acceptance and submit their conceptual design proposal in a timely manner.

Subject to the terms and conditions of the letter agreement, the top-ranked firms will each receive a stipend of \$5,000.00. HFC is **not** responsible for payment of any other amounts, including but not limited to any costs related to the preparation and submission of an SOQ or a preliminary concept design proposal. Each top-ranked firm will also receive a copy of the visioning document. The preliminary conceptual design process does not obligate HFC to award a contract for additional services to any proposer.

Preliminary conceptual designs will be reviewed and evaluated by a selection committee, in equal measure, based on criteria that will be distributed to the top-ranking firms/teams.

SOQ scores will **not** be combined with preliminary conceptual design scores.

**RESTRICTIONS ON COMMUNICATIONS.** From the date issued until the Submission Deadline, respondents are directed not to communicate with any HFC employee or director regarding any matter relating to this RFQ, other than through [bids@houstonfirst.com](mailto:bids@houstonfirst.com). HFC reserves the right to reject any SOQ due to violation of this provision.

**LETTERS OF CLARIFICATION.** Any revisions to be incorporated into this Invitation to RFQ will be confirmed in a written letter to all potential respondents ("Letter of Clarification") prior to the Submission Deadline. When issued by HFC, Letters of Clarification automatically become part of this RFQ and shall supersede any previous specifications or provisions in conflict therewith. By submitting a SOQ, respondents shall be deemed to have received all Letters of Clarification and to have incorporated them into their SOQ. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of each respondent to monitor [www.houstonfirst.com/Do-Business](http://www.houstonfirst.com/Do-Business) to ensure they receive any such Letters of Clarification.

**PRE-BID CONFERENCE.** A pre-bid conference will not be held as part of this RFQ.

**DIVERSITY COMMITMENT.** The firm selected will be required to use good faith efforts to award subcontracts to diversity participants certified by any of the identified certification agencies as defined in the HFC Diversity Program (see [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business)). The specific goal for this project is **35%** of the total value of the agreement. Respondents should note if they are certified as a diversity participant in their SOQ; however, such certification shall not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants.

**FORM OF AGREEMENT.** By submitting a SOQ, each respondent represents that, if selected by HFC to perform services on this Project, they shall enter into the Design Services Agreement attached as Exhibit "A". If a respondent takes exception to any portion of such agreement, then such respondent must submit a list of such exceptions as part of its transmittal letter in response to this RFQ; provided, however, that HFC reserves the right to reject SOQs including substantive objections without further review or consideration.

**RFQ Packets.** A complete copy of this RFQ, including attachments, necessary forms and other relevant information is available on-line at [www.houstonfirst.com/Do-Business](http://www.houstonfirst.com/Do-Business).

**PUBLIC INFORMATION.** As HFC is subject to the Texas Public Information Act (“TPIA”), all information submitted by respondents is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Respondents will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their cost and expense.

**CONFLICTS OF INTEREST.** Respondents are advised that they have an obligation to disclose any affiliation or business relationship that might cause a conflict of interest with HFC. Those who need the disclosure form may find it online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a SOQ, respondents represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**WITHDRAWAL; ERROR.** SOQ may be withdrawn due to errors or for any other reason by a written request received by [bids@houstonfirst.com](mailto:bids@houstonfirst.com) prior to the Submission Deadline.

## EXHIBIT “A”

### DESIGN SERVICES AGREEMENT FOR JONES PLAZA

This Design Services Agreement for Jones Plaza (“Agreement”) is made by and between Houston First Corporation (“HFC”), a Texas local government corporation whose address is 701 Avenida de las Americas, Ste. 200, Houston, TX 77010, and [TBD] (“Firm”), whose address [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### ARTICLE 1: RESPONSIBILITIES OF FIRM

1.1 Firm shall provide all labor, equipment and materials to necessary to manage, coordinate, and complete the professional design services in accordance with this Agreement, including the Scope of Service attached hereto as **Exhibit “[TBD]”** and made a part hereof for all purposes.

1.2 Firm shall perform its services consistent with the professional skill and care ordinarily provided by persons practicing in the same or similar locality under the same or similar circumstances. Firm shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. Firm shall identify a representative authorized to act on behalf of Firm with respect to the work performed hereunder.

1.3 Except with HFC’s prior knowledge and written consent, Firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Firm’s professional judgment with respect to the work or this Agreement.

1.4 Firm shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Firm shall immediately notify HFC of any suspension, revocation, or other detrimental action against any such license, permit or certificate.

1.5 Firm shall comply with all applicable federal and state laws and regulations, and the City of Houston Code of Ordinances.

1.6 Firm agrees that all materials to be prepared under this Agreement and all HFC data received by Firm shall be kept in strictest confidence and used only to achieve the ends of this Agreement. Firm shall not divulge such information to any person who cannot promote the interests of HFC, except to the extent required by law or prior approved in writing by HFC

1.7 Firm shall make good faith efforts to award subcontracts equal to **thirty-five percent (35%)** of the value of this Agreement to Firm to certified, diverse suppliers of goods and services in accordance with the Diversity Program established by HFC, which is made a part hereof for all purposes. Firm shall disclose to HFC the manner and extent to which it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC with each invoice, or as directed by HFC.

#### ARTICLE 2: PAYMENT

2.1 Subject to all terms and conditions of this Agreement, HFC agrees to pay Firm [TBD]. Expenses will be reimbursable at cost, provided such expenses are approved in advance and in writing by HFC.

2.2 Firm will be paid on the basis of monthly invoices submitted by Firm, and approved by HFC, detailing the services provided by Firm during the previous month and the attendant fee. Invoices shall be submitted electronically by the fifth calendar day of the month following each month in which services are performed. HFC shall make payment to Firm within 30 calendar days of the receipt and approval by HFC of such invoices. If any items in any invoices submitted by Firm are disputed by HFC for any reason, including lack of supporting documentation, then HFC shall temporarily delete the disputed item and pay the remaining amount of the invoice; provided, however, that HFC shall promptly notify Firm of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on an invoice for the disputed item only.

### **ARTICLE 3: INSURANCE**

3.1 With no intent to limit Firm's liability under the indemnification provisions, Firm shall provide and maintain, and shall require its contractors and subcontractors to maintain, from the Effective Date, until final completion of all work related hereto, the following insurance and available limits of liability:

|                              |  |
|------------------------------|--|
| Commercial General Liability | Including contractual liability, bodily injury/death, property damage, and personal and advertising injury with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate |
| Automobile Liability         | Combined single limit of \$1,000,000   |
| Professional Liability       | Limits of \$1,000,000 per claim and \$2,000,000 aggregate  |
| Workers' Compensation        | Statutory limits for Workers' Compensation   |
| Employer's Liability         | Limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee   |

3.2 The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least A- and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

3.3 Endorsements. Each policy, except those for Workers' Compensation, Employer's Liability and Professional Liability, must include an additional insured endorsement in favor of HFC and the City of Houston on the original policy and all renewals or replacements during the term of this Agreement.

3.4 Subrogation. Each policy, except Professional Liability, must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation.

3.5 Premiums and Deductibles. Firm shall be solely responsible for payment of all insurance premiums hereunder. Firm shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for same against HFC, its officers or employees.

3.6 Primary Insurance. Each policy hereunder, except Workers' Compensation and Professional Liability insurance, shall be primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder.

### **ARTICLE 4: LIMITATION OF LIABILITY**

**4.1 FIRM AGREES TO AND SHALL RELEASE HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY FIRM UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY FIRM UNDER THIS AGREEMENT.**

**4.2 FIRM AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF FIRM UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY FIRM UNDER THIS AGREEMENT.**

**4.3 FIRM SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. FIRM DOES NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE.**

**4.4 FIRM SHALL CAUSE ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY THE INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE INDEMNITEES.**

4.5 If HFC or Firm receives notice of any claim or circumstances, which could give rise to an indemnified loss, then the receiving party shall give written notice to the other party within 30 calendar days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss.

4.6 This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Firm is prejudiced, suffers loss, or incurs expense because of the delay.

4.7 Firm may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFC. Firm shall then control the defense and any negotiations to settle the claim. Within 10 calendar days after receiving written notice of the indemnification request, Firm must advise HFC as to whether or not it will defend the claim. If Firm does not assume the defense, then HFC shall assume and control the defense, and all defense expenses constitute an indemnification loss.

4.8 If Firm elects to defend the claim, then HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Firm may settle the claim without

the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitations that adversely affect the Indemnitees, (ii) would require the Indemnitees to pay amounts that Firm does not fund in full, (iii) would not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## **ARTICLE 5: TERMINATION**

5.1 Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

5.2 HFC may terminate this Agreement at any time by giving 30 calendar days' written notice to Firm. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Firm shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Firm shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. HFC shall then pay the fees to Firm for services actually performed, but not already paid for, in the same manner as prescribed herein.

**5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE FIRM'S EXCLUSIVE REMEDIES FOR HFC'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. FIRM WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED HEREIN), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM HFC'S TERMINATION FOR CONVENIENCE.**

## **ARTICLE 6: MISCELLANEOUS PROVISIONS**

6.1 Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority. This relief is not applicable unless the affected party does the following: uses due diligence to remove the Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 7 calendar days' after the Force Majeure ceases. If the Force Majeure continues for more than 30 calendar days, then either party may terminate this Agreement by giving 15 calendar days' written notice to the other party; such termination is not a default or breach of this Agreement.



6.2 Inspections and Audits. HFC and its designees shall have the right to examine and review Firm's books, records and billing documents which are directly related to performance or payment under this Agreement. Firm shall maintain such books, records, and billing documents for 3 years after the cessation of Firm's services under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations.

6.3 Ownership of Documents. Firm shall grant and assign and hereby does grant and assign to HFC all right, title, interest and full ownership worldwide in and to all Instruments of Service, including any modifications or improvements thereto, that are developed, written or produced by Firm, its agents, employees, contractors and subcontractors pursuant to this Agreement. Firm shall execute all documents required by HFC to further evidence such assignment and ownership. Firm shall cooperate with HFC in registering, creating or enforcing any copyrights or other possessory or proprietary rights arising hereunder. As used herein, the term "Instruments of Service" includes all representations, in any medium, of the tangible and intangible creative work performed by Firm including, without limitation, reports, studies, conceptual designs, surveys, models, sketches, drawings, photographs, graphics, logos, slogans, specifications, and other similar materials.

6.4 Successors and Assigns. HFC and Firm, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Firm shall not assign, in law or otherwise, sublet or transfer any interest in this Agreement without the prior written consent of HFC.

6.5 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

6.6 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

6.7 Independent Contractor. The relationship of Firm to HFC shall be that of an independent contractor. Firm has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

6.8 Governing Law/Venue. The Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of law provisions and applicable section of the City of Houston Code of Ordinances. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

6.9 Survival and Severability. Firm shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the term of this Agreement. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

6.10 Extent of Agreement. This Agreement, including any exhibits which are made a part hereof, represents the entire and integrated agreement between HFC and Firm and supersedes all prior negotiations, representations or agreements either written or oral. Upon execution of this Agreement, any services performed previously by Firm on behalf and included in the Scope of Services are deemed part of the work and shall be subject to the terms and conditions thereof. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

[Signature page and Scope of Services to follow]