

STATE OF TEXAS                   §  
   §  
COUNTY OF BRAZORIA       §

**PROFESSIONAL PLANNING SERVICES CONTRACT**

This is a Contract between the City of Angleton ("City"), and Ardurra Group, Inc., a Texas corporation and independent contractor, doing business in Texas ("Consultant"). Collectively, the City and the Consultant may hereafter be referred to, together, as "party" or "parties".

WHEREAS, the City desires to update the Building Codes, Comprehensive Plan, and the Zoning Ordinance and seek additional services related to grant administration, management, and contract compliance under the CDBG-MIT program for the City of Angleton and engage Consultant as an independent contractor to provide services of a professional necessary to complete the Project described as: Angleton GLO RCP Professional Services (Project)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1.     Scope of Services

Consultant agrees to perform the technical and professional services described in *Exhibit "A" Scope of Services* attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional technical and professional services to be performed under the terms and conditions of this Contract and described under any additional "Work Orders" issued pursuant to Paragraph 12 of this Contract.

2.     Compensation

City will pay Consultant for the technical and professional services described in *Exhibit "A" Scope of Services*, in accordance with the Performance Schedule as outlined *Exhibit "C" Performance Schedule*, and for a cost reimbursable as financially outlined in *Exhibit "B" Basis of Compensation and Reimbursable Expenses* which shall not exceed **\$268,000.00** for work relating to the above described Project.

3.     Method of Payment

A.     Compensation under all invoices shall be in accordance with percentages of work completed, and at the hourly rates described in *Exhibit "B."* City shall pay Consultant its fees based on the presentation by Consultant to City of a monthly summary statement for all current amounts earned under the Contract, including the identity of persons engaged on the Project, their time, hourly rates and reimbursable charges. All necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses will be maintained by the Consultant at its Houston, Texas offices for three (3) years after Project completion and will be made available for City audit upon request. City will then attempt to pay Consultant its fees within ten (10) calendar days after the City approval, but in no event later than thirty (30) calendar days after presentation of an accurate monthly statement by

Consultant to City. A charge of 6% per annum may be added to its billing for any delinquent payments not made by the City within thirty (30) calendar days. City shall have initial sole discretion in the approval or disapproval of any compensation to Consultant, and any disputed amounts will be discussed and negotiated in good faith between the senior management of City and Consultant.

- B. Consultant shall keep the above referenced accurate records of any technical, professional, hourly and reimbursable services included within the Scope of Services described in Exhibit "A." It is recognized and acknowledged by Consultant that the City is a tax-exempt, public municipal corporation, and that the City can provide Consultant with certificates demonstrating the City's tax-exempt status and that Consultant shall not incur taxes that will be passed through to the City, including no application of sales taxes to boundary surveys.

4. Consultant's Standard of Care

Consultant shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional under similar circumstances for a similar project and shall provide professional consultations and advice to the City during the performance of the services under this Contract as outlined in the Scope of Services.

5. Ownership of Documents

- A. As part of the total compensation which City has agreed to pay Consultant for the professional services to be rendered under this Contract, Consultant agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Consultant are, and will remain, the property of the City. Consultant shall have the right to use such work products for Consultant's purposes on this Project. The above notwithstanding, Consultant shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the Services. City agrees that it will use such documents solely in connection with the Project covered by this Agreement and for no other purpose. Drawings and reports will be provided to City on both paper and electronic file formats.

The completed tracings and master specifications sheets shall remain the property of the Consultant, and reproduction of them in whole or in part, shall not be used on additions to the Project or on any other project, except upon separate, future written Agreement between the City and Consultant.

- B. Copyright or Patent Infringement Indemnification: **THE CONSULTANT SHALL DEFEND ACTIONS OR CLAIMS CHARGING INFRINGEMENT OF ANY COPYRIGHT OR PATENT BY REASON OF THE USE OR ADOPTION OF ANY DESIGNS, DRAWINGS OR SPECIFICATIONS SUPPLIED BY HIM, AND HE SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM LOSS OR DAMAGE RESULTING THEREFROM, PROVIDING HOWEVER, THAT THE OWNER, WITHIN FIVE (5) CALENDAR DAYS AFTER RECEIPT OF ANY NOTICE OF INFRINGEMENT OR OF SUMMONS IN ANY ACTION THEREFOR, SHALL HAVE FORWARDED THE SAME TO THE CONSULTANT IN WRITING.**

6. Insurance

- A. The Consultant agrees to maintain for the duration of this Contract, the insurance coverages and limits as described below. The Consultant must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect within five (5) business days of notification of the City's intent to award a Contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the Contract acceptance to be rescinded by the City. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Consultant, is not intended to, nor shall in any manner limit or qualify the liability and obligations assumed by the Consultant under the Contract.

- (1) Commercial General Liability Insurance – Limit of liability not less than \$1,000,000.00 per occurrence. Consultant agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent, providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent subconsultant/subcontractor contractual liability.
- (2) Professional Errors and Omissions Liability Insurance – Limit of liability not less than \$2,000,000.00 per claim(s) made. Consultant agrees to maintain Professional (Errors & Omissions) Liability coverage to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay damages by reason of any act, malpractice, error or omission of the Consultant, or any person employed or acting on the Consultant's behalf (including but not limited to subconsultants/subcontractors). For policies written on a "claims-made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Contract, and that continuous coverage will be maintained, or a supplemental extended reporting period will be purchased, with a minimum reporting period not less than two (2) years after the completion of this Contract. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.
- (3) Comprehensive Business Automobile Liability Insurance – Limit of liability not less than \$1,000,000.00 per occurrence. Consultant agrees to maintain a standard ISO version Business Automobile Liability policy, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Consultant not own any automobiles, the business auto liability requirements shall be amended to allow the Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.
- (4) Workers' Compensation Insurance & Employers' Liability Insurance – Texas Statutory minimum coverage and 500,000.00/\$500,000.00/\$500,000.00 coverages. The Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Consultant shall require the

subconsultant/subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subconsultant/subcontractor.

- B. Consultant shall add the City of Angleton, together with its Council Members, officers and employees, as “Additional Insureds” on all required insurance policies, except worker's compensation, employers’ liability and professional errors and omissions insurance.
- C. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their respective company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required basic information referenced or indicated thereon. City shall have no duty to pay or perform under this Contract until such Certificate(s) have been delivered to City and no officer, employee or agent of City shall have the authority to waive this requirement.

City reserves the right to review the insurance requirements of this Paragraph 6. during the effective period of this Contract and any extension or renewal hereof, and to modify insurance coverages and respective limits when deemed necessary and prudent by the City, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will City allow modification whereupon City may incur increased risk. Consultant may be entitled to more or less compensation depending upon the City’s actions regarding any insurance coverage adjustments.

The Consultant’s financial integrity is an essential consideration for the City, therefore, subject to the Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, the City shall be entitled, upon request and without expense, to receive copies of the actual full insurance policies and all endorsements thereto, as they apply to the coverage limits required by City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto, or dictated by the underwriter of any such policies). Upon such request by City, Consultant shall exercise reasonable efforts to accomplish such changes and policy coverages, and Consultant shall pay any adjusted cost thereof, prior to seeking any Contract price adjustment from the City.

Consultant agrees that with respect to the above requirements, all insurance Contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Appropriate insurance coverages shall include coverages for Consultant’s obligations contained in the Contract.
2. Provide for an endorsement that the “other insurance” clause shall not apply to the City of Angleton, as an Additional Insured shown on the policy.
3. Workers’ Compensation and Employers’ Liability policies will provide a waiver of subrogation in favor of the City of Angleton.
4. Consultant and/or insurance underwriter shall notify City in the event any notice of cancellation, non-renewal or material change in coverage occurs, and shall give such notices not less than thirty (30) calendar days prior to the change, or cancellation, or due to non-payment of premiums, which notice must be accomplished by a

replacement Certificate of Insurance. All notices shall be given to City at the following address:

Attn: Chris Whittaker, City Manager  
City of Angleton  
121 S. Velasco  
Angleton, TX 77515  
Phone: (979) 849-4364

If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, City may obtain such insurance coverage(s), and deduct and retain the amount of the premiums for such insurance coverage(s) from any sums earned and due to Consultant under the Contract; however, procuring of said insurance by City is an alternative to the other remedies City may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or to secure such endorsement(s). In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder, and/or withhold any payments(s) which become due to Consultant hereunder, until Consultant demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of proven damages to persons or property resulting from any Consultant's, its employees, or agents' negligent performance of work covered under this Contract.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

**CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF ANGLETON AND ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF CONSULTANT OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.**

**TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, CONSULTANT'S TOTAL LIABILITY TO CITY FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING CONSULTANT'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS, SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE CONSULTANT'S VARIOUS LIABILITY INSURANCE COVERAGES AS SPECIFIED IN PARAGRAPH 6 A. (1) – (4) HEREIN. SHOULD ANY INDEMNIFIED LOSS NOT BE COVERED BY SUCH INSURANCE POLICIES AND LIMITS, THEN THE**

**CONSULTANT'S TOTAL LIABILITY FOR ANY LOSS SHALL NOT EXCEED ONE MILLION DOLLARS. CITY HEREBY RELEASES CONSULTANT FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.**

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE CITY'S AUTHORITY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION, AND ANY PROVISION THAT PURPORTS TO REQUIRE INDEMNIFICATION BY THE CITY IS INVALID.**

8. Addresses for Notices and Communications

City

Attn: Chris Whittaker, City Manager  
City of Angleton  
121 S. Velasco  
Angleton, TX 77515  
Phone: (979) 849-4364

Consultant

Attn: Lata Krishnarao, AICP. LEED ND, ENV SP  
Community Planning Practice Leader  
Ardurra Group, Inc.  
11767 Katy Freeway, Suite 1040,  
Houston, TX 77079

All notices and communications under this Contract shall be mailed or hand delivered to the City and Consultant at the above addresses, and sender shall retain a receipt of such delivery.

9. Successors and Assignments

The City or Consultant each bind itself and its successors, executors, administrators and assigns to the other party of this Contract in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither the City nor Consultant shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any City Council Member, officer, or employee of the City.

10. Termination of Contract for Cause

If, through any cause, Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Consultant shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Consultant under this Contract shall become the property of the City, except as provided by Paragraph 5 of this Contract, and Consultant shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder

provided such compensation is approved by the City in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Consultant, and the City may withhold any payments to Consultant for the purpose of reasonable setoff until such time as the exact amount of damages due the City, from Consultant, is determined.

Consultant agrees that the City shall have all rights and remedies afforded to it at law to recover any damages sustained by the City in connection with the work performed by Consultant under the Contract. In the alternative, the City shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

Consultant or the City may terminate this Contract for its convenience at any time by giving at least thirty (30) calendar days notice in writing to the other party. If the Contract is terminated by the City and/or Consultant as provided herein, Consultant will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the City, in its sole discretion. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Consultant under this Contract shall become the property of the City, except as provided by Paragraph 5 of this Contract, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the City in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract and as detailed in the Exhibits.

Notwithstanding the above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Consultant, and the City may withhold any payments to Consultant for the purpose of reasonable setoff until such time as the exact amount of damages due the City from Consultant is determined.

Consultant agrees that the City shall have all rights and remedies afforded to it at law to recover any damages sustained by the City in connection with the work performed by Consultant under the Contract. In the alternative, the City shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

The City may, from time to time, request changes in the Scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, or time for performance, which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to this Contract. Any such "Work Orders" shall be executed by the Mayor of the City, or his other authorized representative as may be designated by the City Council.

13. Reports and Information

Consultant, at such times and in such forms as the City may reasonably require, shall furnish the City such periodic reports as City may reasonably request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Pursuant to Chapters 106 and 110 of the Texas Civil Practice and Remedies Code and City local policies, no person shall, on the grounds of race, religion, gender, sexual orientation, age, physically challenged condition or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Consultant and the City.

15. Incorporation of Provisions Required by Law

Each provision and clause required by State and federal law to be inserted into this Contract shall be mutually deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract and its Exhibits "A" – "D," and any future written Work Orders constitute the entire agreement and supersedes all prior draft or oral agreements and informal understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to later enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Consultant under this Contract **ARE OF THE ESSENCE OF THIS CONTRACT** and shall survive the execution, delivery and termination of it, and all statements by Consultant contained in any document required by the City, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that the City or Consultant shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond



the control of the City or Consultant, and the City or Consultant have taken reasonable measures to remove or mitigate such Force Majeure, then the City or Consultant may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Brazoria County, Texas.

22. Time for Performance

Consultant's technical and professional services described in Exhibit "A" shall be completed in accordance with the Performance Schedule as outlined in Exhibit "C," except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or; (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and court costs, and any necessary supporting disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any party's right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third-Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any third-party person or entity, other than the parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, or binding arbitration, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not then resolved, then the parties agree to participate in at least one session of non-binding mediation, as needed, in

an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear its own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Brazoria County, Texas, unless another location is mutually agreed upon. If the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas or Houston Division, for further administration.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
ARDURRA

By: \_\_\_\_\_  
Name: Rajesh Tanwani, P.E.  
Title: Practice Leader  
O: (346) 291-1361  
M: (832) 741-7476  
11767 Katy Freeway, Suite 1040,  
Houston, Texas 77079

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF ANGLETON

By: \_\_\_\_\_  
Name: Chris Whittaker  
Title: City Manager  
O: (979) 849-4364  
121 S. Velasco  
Angleton, TX 77515

## **EXHIBIT “A”**

### **SCOPE OF SERVICES ANGLETON GLO RCP PROFESSIONAL SERVICES**

Under contract to the City of Angleton, ARDURRA will provide professional consulting services for Angleton GLO RCP Professional Services (Project). ARDURRA will be assisted in this effort by two subconsultants (hereafter encompassed by references to “ARDURRA”):

- Community Development Services (CDS)
- SAFEbuilt Texas, LLC

The Project will focus on the current city limits and relevant extraterritorial areas around the City. ARDURRA’s project involvement and facilitation will be conducted according to this Scope of Services and contingent upon the Client Support items below to make the best use of the available consultant budget. The City’s Project Manager will manage the overall process and direct ARDURRA in performing the project services. ARDURRA will coordinate with recent and concurrent planning efforts and studies to complete these tasks. ARDURRA will coordinate with other agencies and entities, as appropriate, in conjunction with the City.

As indicated below under Project/Client Coordination, ARDURRA will coordinate with the City to establish a detailed and feasible project schedule for the execution and completion of this Scope of Services. The intent is to work toward official consideration of a final proposed Project within 28 months from the date ARDURRA receives Notice to Proceed from the City. ARDURRA will coordinate with City officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input; and prompt review and feedback on ARDURRA’s interim and final work products. The client will assist in scheduling and completion of public hearings and final plan adoption, and these are not under ARDURRA’s control.

#### **Additional or Continuing Services**

During the course of or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage consultant personnel in additional work not anticipated at project initiation or outlined in this Scope of Services. Any such additional services shall be specifically authorized by the City and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the compensation amount and, if necessary, extension of the time of performance of the original agreement.

#### **CLIENT SUPPORT**

The **City of Angleton** will provide administrative and technical support services to assist ARDURRA in performing the Scope of Services in this Exhibit, including:

- Identifying a single individual as the City’s Project Manager, who will serve as the City’s primary point of contact and source of day-to-day work program direction for this collaborative effort of City and consultant personnel.
- Providing to ARDURRA all available data, maps, aerial imagery, previous reports/plans/studies and other relevant information, in digital or printed format, that is necessary for development of the necessary documents and reports . The City will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. PDFs or other electronic

files are preferred whenever available.

- Immediately upon project initiation, providing ARDURRA a detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources. (ARDURRA can also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.)
- Ensuring that key City personnel, board/commission/committee members and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Manager, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in this Scope of Services.
- Making initial contacts with agencies and organizations to facilitate data collection and coordination, to arrange meetings as needed, and make these entities aware of the planning process.
- Distributing draft plan content to advisory committee members, board/commission members, , key City staff members and other project participants as appropriate. .
- Providing ongoing administrative support for the advisory committee (i.e., arranging meeting locations, preparing and distributing meeting notices, preparing and reproducing agendas and other handouts, providing three-ring binders with section dividers for members to maintain their project materials, etc.).
- Committing the necessary resources to adequately prepare for and promote attendance at and media coverage of any significant community outreach events. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include:
  - a. Securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.);
  - b. Providing public and news media notification of the meeting;
  - c. Preparing and reproducing meeting and handout materials, including those prepared by ARDURRA;
  - d. Providing sign-in sheets and otherwise documenting meeting attendance;
  - e. Providing refreshments as appropriate; and
  - f. Inviting board/commission members and representatives of other key agencies and community organizations to attend public meetings related to the planning process.
- Providing such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Providing ARDURRA updates or written summaries, as available, from any project-related meetings not attended by ARDURRA, and copies of any handouts/materials.

## PROJECT / CLIENT COORDINATION

ARDURRA will complete project management activities in coordination with the City's Project Manager to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status, document significant work accomplished, and activities scheduled for the next progress report period, and note any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Start-Up phase below.
- Frequent **communication and coordination with the City's Project Manager** by email, phone, online conferencing, and written correspondence, as appropriate.

## PHASES AND DELIVARABLES

The work plan envisioned for the project is outlined below. The phases and deliverables will be finalized with City's input, based on scope and contract funding.

### PHASE 1 COMPREHENSIVE PLAN UPDATE

#### MONTHS 1-3 MOBILIZATION

- Project kick-off meeting and finalization of work program
- Work session with the City Council, Planning and Zoning Commission, & others
- Formation of Advisory Committee and Advisory Committee meeting - 1
- Initialization of community engagement efforts

#### Deliverables:

- ☐ Work Plan and Schedule
- ☐ Community Engagement Plan and related items, including:
  - Website initialization
  - Online Community Engagement Questionnaire
  - Community notices
- ☐ Summary of work session with the City Council, Planning and Zoning Commission, & others
- ☐ Advisory Committee Members' invitation letter
- ☐ Summary of Advisory Committee meeting - 1

#### MONTHS 3-5 CURRENT CITY

- Data collection and research
- Stakeholder interviews
- Listening sessions and Focus Group meetings
- Findings & analysis
- Draft summary of current conditions
- Community Engagement Questionnaire activation

Deliverables:

- ☐ Draft report summarizing the current conditions
- ☐ Summary of stakeholder interviews
- ☐ Summary of listening sessions and Focus Group meetings
- ☐ Summary of Community Engagement Questionnaire

MONTHS 5-6 VISIONING

- Townhall meeting (if desired by the City)
- Vision & guiding principles
- Advisory Committee meeting - 2

Deliverables:

- ☐ Draft Vision statement and Guiding Principles
- ☐ Summary of Town Hall meeting
- ☐ Summary of Advisory Committee meeting - 2

MONTHS 7-10 FUTURE CITY

- Summary of findings and issues
- Refinement of Vision statement and Guiding Principles
- Recommendations by key areas of the plan and specific action items
- Advisory Committee meetings – 3 & 4
- Work session with City Council, Planning and Zoning Commission, & other boards
- Townhall meeting (if desired by the City)

Deliverables

- ☐ Draft report summarizing the findings and issues
- ☐ Draft recommendations, as developed through the previous steps
- ☐ Draft Future Land Use Map, Master Thoroughfare Plan, supporting graphs and charts
- ☐ Summary of Advisory Committee meetings – 3 & 4

MONTHS 11-13 DRAFT PLAN & IMPLEMENTATION STRATEGY

- Recommendations by key areas of the plan and specific action items (if required)
- Draft Comprehensive Plan document
- Draft Implementation Strategy
- Advisory Committee meeting – 5 (if required)

Deliverables

- ☐ Draft Comprehensive Plan document
- ☐ Draft Implementation Strategy
- ☐ Summary of Advisory Committee meeting - 5 (if required)

MONTHS 14-18 FINALIZATION & ADOPTION

- Comprehensive Plan Public Hearing draft
- Work session with City Council, Planning and Zoning Commission, & other boards
- Public Hearing & adoption
- Final report (hard copies & online interactive version)

Deliverables

- ☐ Comprehensive Plan Public Hearing draft

- ☐ Presentation materials for the Public Hearing
- ☐ One printed full-color master original of the final adopted Comprehensive Plan
- ☐ Twenty-five (25) copies of the executive summary
- ☐ Electronic files for all elements of the final Comprehensive Plan document, including a master PDF file containing the entire final adopted plan with all electronic files in their native formats if desired by the City.

## **PHASE 2A BUILDING CODE UPDATES**

### **MONTHS 10-12 KICK-OFF**

- Finalize work program with staff
- Work Session with the City Council and other boards
- Formation of Building Code Advisory Committee and meeting – 1
- Initialization of community engagement efforts

#### **Deliverables:**

- ☐ Work Plan and Schedule
- ☐ Community Engagement Plan and related items, including:
  - Website initialization
  - Online questionnaire
  - Community notices
- ☐ Summary of work session with the City Council and other boards
- ☐ Summary of Advisory Committee meeting - 1

### **MONTHS 13-14 FINDINGS & DRAFT AMENDMENTS**

- Data collection & background research
- Findings & analysis
- Draft amendments
- Advisory Committee meeting - 2
- Stakeholder interviews

#### **Deliverables:**

- ☐ Draft Findings Report
- ☐ Summary of Advisory Committee meeting - 2
- ☐ Summary of stakeholder interviews
- ☐ Draft amendments

### **MONTHS 15-18 FINALIZATION & ADOPTION**

- Work Session with City Council and other boards
- Finalize Public Hearing draft
- Public review & stakeholder input
- Public Hearing & adoption
- Final version of the adopted Code

#### **Deliverables:**

- ☐ Summary of work session with the City Council and other boards
- ☐ Public Hearing draft report
- ☐ Presentation materials for the Public Hearing
- ☐ One printed full-color master original of the final adopted Code
- ☐ Electronic files

**PHASE 2B ZONING ORDINANCE AND LAND DEVELOPMENT CODE UPDATE  
(ZONING CODE AMENDMENTS)**

**MONTHS 18-19 KICK-OFF**

- Finalize work program with staff
- Work Session with the City Council, Planning and Zoning Commission, and others
- Advisory Committee meeting – 1
- Initialization of community engagement efforts

**Deliverables:**

- ☐ Work Plan and Schedule
- ☐ Community Engagement Plan and related items, including:
  - Website initialization
  - Online questionnaire
  - Community notices
- ☐ Summary of work session with the City Council, Planning and Zoning Commission, & others
- ☐ Summary of Advisory Committee meeting - 1

**MONTHS 20-22 DIAGNOSTIC/FINDINGS**

- Data collection & background research
- Findings & analysis
- Advisory Committee meeting - 2
- Stakeholder interviews/Listening Sessions/Community Chats
- Townhall meeting

**Deliverables:**

- ☐ Draft Diagnostic Report
- ☐ Summary of Advisory Committee meeting - 2
- ☐ Summary of stakeholder interviews/Listening Sessions/Community Chats
- ☐ Summary of Community Engagement questionnaire

**MONTHS 22-25 CODE UPDATES**

- Draft recommendations
- Advisory Committee meeting - 3
- Work Session with Council, Planning and Zoning Commission, & other boards
- Finalize draft recommendations
- Townhall meeting

**Deliverables:**

- ☐ Draft recommendations report
- ☐ Summary of Advisory Committee meeting - 3
- ☐ Summary of work session with the City Council, Planning and Zoning Commission, & others
- ☐ Summary of Townhall meeting

**MONTHS 25-28 FINALIZATION & ADOPTION**

- Final Public Hearing draft
- Public review & stakeholder input



- Advisory Committee meeting - 4
- Work Session with the City Council, Planning and Zoning Commission, & other boards
- Public Hearing & adoption
- Final report (hard copies & online interactive version)

**Deliverables:**

- ☐ Public Hearing draft report
- ☐ Summary of Advisory Committee meeting - 4
- ☐ Summary of work session with the City Council, Planning and Zoning Commission, & other boards
- ☐ Presentation materials for the Public Hearing
- ☐ One printed full-color master original of the final adopted Zoning Ordinance and Land Development Code
- ☐ Electronic files for all elements of the final Zoning Ordinance and Land development Code including a master PDF file containing the entire final adopted code with all electronic files in their native formats if the City desires.

## **APPROACH TO DELIVERABLES**

### **Draft Deliverables**

ARDURRA will provide draft deliverables through each phase of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City in PDF format for ease of file transfer, reproduction and distribution. The PDF versions are also suitable for website posting. Graphics will be produced in color (except for black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

### **Consolidated Review and Revision**

Whenever ARDURRA submits draft deliverables, it will be the responsibility of the City's Project Manager to coordinate, compile and forward to ARDURRA, in a consolidated manner, all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Manager should be included, as needed, on whether and how ARDURRA should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, client-recommended revisions.

The project budget assumes original drafting of each deliverable and one round of consolidated revision upon receipt of comments from the City's Project Manager. Only minor revisions will be made following plan adoption to produce the final as-adopted plan version. Extensive substantive revisions that arise at the final adoption phase may require additional services depending on their nature and the budget status at that final stage of the project.

### **Project Website and Online Interactive Plan**

ARDURRA will aid City staff to design and publish the adopted plans on an interactive, citizen-friendly website, starting as a project website for the plan development process. During plan development, the site will be designed for public outreach, including education and information; to issue meeting invitations and notices; and to solicit input through polling, surveying or other methods. Interim deliverables will be posted

on the site during each phase.

Total Fees	\$	268,000.00
Comprehensive Plan & Zoning Ordinance - Total		
	\$	248,000.00
Grant Administration	\$	25,000.00
Comprehensive Plan Update	\$	156,000.00
Zoning Code Amendments	\$	67,000.00
Building Codes - Total		
	\$	20,000.00
Grant Administration	\$	2,000.00
Planning- Code Amendments	\$	18,000.00

Workplan and invoicing will meet the GLO's milestones and deliverables.

If services beyond those specifically identified are determined necessary during the project, Consultants shall not proceed with those services until such time that the City approves written approval of the scope and any additional fees. Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly 2025 Rate Schedule defined in *Exhibit “B” Basis of Compensation and Reimbursable Expenses*.

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Notes: Reimbursable expenses shall be included in each phase invoiced and paid based on the cost of service provided. These services include travel, deliveries, postage, graphical reproduction, etc.

#### Budget Assumptions

- City staff will assist with maintenance of the project website as part of the City of Angleton's website.
- The Ardurra team will attend public meetings as specified in the scope.
- Meetings will be scheduled the same day for multiple groups or virtually to limit trips. Overnight trips are not included at this time, should they be necessary they will be approved by contract amendment.
- The City will provide appropriate meeting space for public and internal planning sessions.
- Refreshment costs for public meetings are not included.
- Printing costs are included for one (1) copy of the final document. Drafts will be electronic only.
- This scope does not include final design, construction documents, agency approval, bidding, or construction phase services.

## **EXHIBIT “C”**

### **PERFORMANCE SCHEDULE FOR PROFESSIONAL PLANNING AND ENGINEERING SERVICES ANGLETON GLO RCP PROFESSIONAL SERVICES**

- I. Consultant understands that the Project Scope of Services outlined herein should be completed within 28 months from the effective date of the contract. Consultant proposes to initiate the Project after City’s written authorization to proceed or the date the contract is signed. It is understood that Consultant’s ability to complete the sequential tasks and phases within the established time frames is dependent, in large part, on the receipt of any existing, available, and necessary data from City at the beginning of the Project, and City’s timely response to Consultant with review comments and input and community input.

**EXHIBIT “D”**

**CITY’S DESIGNATED PROJECT REPRESENTATIVE  
ANGLETON GLO RCP PROFESSIONAL SERVICES**

- I. Administrative  
Chris Whittaker  
City Manager  
City of Angleton  
121 S. Velasco  
Angleton, TX 77515  
Phone: (979) 849-4364
  
- II. On-site Representative  
Otis T. Spriggs, AICP  
Director of Development Services  
City of Angleton  
121 S. Velasco  
Angleton, TX 77515  
Phone: (979)849-4364 ext. 2108