

April 02, 2024

Megan Mainer
Parks & Recreation Director
City of Angleton
1601 N. Valderas Street
Angleton, TX 77515

Re: Freedom Park Active Recreation Redevelopment Project; Proposed Basic Services Scope of Work and Fee Proposal for Design

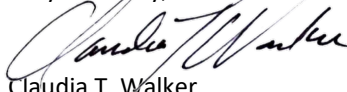
Dear Ms. Mainer,

Thank you for your request to provide a scope of services proposal for the above-mentioned project. It is our pleasure to provide scope of services for the design and development of a new 325' baseball field, concessions/restrooms renovation, and storage building.

Attached is our proposed Scope of Basic Services and Fee Proposal for your review. We have structured this proposal in response to our conversations. It is our understanding that the specific budget for the baseball field is \$900,000, while the rest of the amenities are not yet funded for construction. The Park Master Plan Preliminary Opinion of Probable Cost (OPC) has been updated and amended to reflect the requested site improvements. As a result, the updated OPC is now at \$2,000,000 for the 325' baseball field with dugouts, spectator seating and field lighting, renovations of concessions/restrooms, storage building, and ancillary hardscapes. Our fee proposal is structured in such a way to address full design for these amenities based on a \$2 million budget for which the Construction Administration fee can be adjusted to match the final approved and constructed amount.

Our team is prepared to proceed upon execution of this proposal for services or a mutually approved Professional Services Agreement. Please advise of any revisions you see that improve upon the Scope of Work, Fee structure, or agreement document style and wording. Thank you again for the entrusting us in providing these services. We look forward to hearing from you.

Very Sincerely,



Claudia T. Walker

CB/ek

cc: Charles Burditt, President
J. Shane Howard, Sr. Vice President

Attachments: Exhibit "A" Basic Services - Scope of Work
Exhibit "B" Burditt Consultants - Hourly Rate Sheet 2024
Exhibit "C" Terms and Conditions

Statement of Jurisdiction:

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337
AUSTIN, TEXAS 78711-2337

Approval and Notice to Proceed:

_____ **Date** _____

By:

CITY OF ANGLETON

**“EXHIBIT A”
SCOPE OF WORK & FEE PROPOSAL**

PROJECT UNDERSTANDING

Services provided will proceed according to the tasks outlined below and as identified in a Burditt work plan to be developed upon commencement of the project.

The Project Construction Budget (including allowances and contingencies) is initially agreed to be \$2,000,000 and may be adjusted as required and authorized by the City as the project is finalized. It is the intention to provide full construction documents for the program elements listed below, with the understanding that not all elements will necessarily be part of the construction phase, unless additional construction funds become available.

The overall Project requirements and associated services are a detailed and iterative process; therefore, the following is not intended to be exhaustive. Rather, it serves to establish a basis of agreement on certain project parameters and an understanding of significant elements to be included in the Project Scope of Work.

Following are certain facts, understanding of City expectations, and initial *Project Requirements* as we understand them:

- New 325’ Baseball field with dugouts, spectator seating and lighting,
- Concession Upgrades
- Storage Shed
- Accessible Route Improvements

SCOPE OF BASIC SERVICES

I. PRELIMINARY DESIGN PHASE:

Revisit Master Plan Study of facilities, site structures, landscape, hardscape, and development of revised Opinion of Probable Cost (OPC).

A. SCHEMATIC DESIGN

1. Conduct initial Project Kickoff Meeting with City and Design Team. During this meeting, a recommended Project Schedule will be presented for consideration. Tasks will be addressed, and project goals and objectives reaffirmed.
2. During initial meetings with City, the Design Team will confirm previous design intentions and preliminary program needs, improvements, limits of work, and team member roles.
3. Review and affirm recommendations with City from the Freedom Park Master Plan and latest City-approved target budget (Opinion of Probable Cost - OPC) from which to initiate the project. Conduct new discussion of design intentions and City's desired program.
4. Review the preliminary site assessment of the subject property, including, confirming preliminary site attributes, such as topography, floodplain data, accessibility, Traffic Impact Analysis (TIA provided by City or as a Supplemental Service), drainage features, existing landscape features/vegetation, tree canopy requirements, and suitability for intended use.
5. Initiate a preliminary review of relevant and current regulatory Zoning Ordinances and Code requirements adopted by Authorities Having Jurisdiction (AHJ).
6. Review previous conceptual plans and program to further develop Schematic Design plans and renderings.
7. Receive feedback on goals and vision from City staff and City recommended stakeholders, if any.
8. Develop schematic exterior and selected interior views of proposed architecture elements.
9. Develop schematic designs of desired site improvements, including landscaping, architecture, and hardscape.
10. Update OPC in association with more fully developed Schematic Design of facilities, site structures, landscapes, and other drainage improvements.
11. Meet with City staff for review and comment of Schematic Designs, rendered illustrations, and updated OPC.
12. Upon staff's direction, present selected rendered illustrations of Schematic Designs to City's elected officials, Parks Board, ABLC, City boards or committees, and selected stakeholders.
13. Revise Schematic designs as directed by staff.
14. Upon request, prepare and present revised Schematic Designs to additional City-selected audience(s).
15. Upon approval of Schematic Design and OPC by City, proceed with Final Design Phase.

B. DESIGN DEVELOPMENT

1. Proceed with Design Development services (Architecture, Civil Engineering, Structural Engineering, MEP

Engineering, Landscape Architecture, and Irrigation) to further develop staff- approved Final Schematic Design to prepare Design Development Drawings.

2. Prepare Preliminary Civil Engineering, Structural Engineering, MEP Engineering, Architecture, Landscape Architecture Drawings, and Irrigation Design Development Drawings.
3. Facilitate a pre-development meeting with the City of Angleton to confirm relevant development, zoning, and code requirements, including fire lane access requirements, tree planting or preservation requirements, driveway access, etc.
4. Meet with key City staff to review Design Development drawings at regular intervals.
5. Revise drawings, details, and updated OPC as applicable.
6. Present Final Design Development Drawings, and updated OPC.
7. Upon approval of Design Development Phase and OPC by City, proceed with Construction Document Phase.

II. FINAL DESIGN PHASE:

Final Design is comprised of *Construction Documents* (i.e. drawings, schedules, specifications), and Permit Review

A. CONSTRUCTION DOCUMENTS

1. Revise and update Design Development drawings from Architect, Civil/Structural/MEP Engineers, Landscape Architect, Licensed Irrigation Designer, as required to prepare Construction Documents.
2. Review bidding requirements (front end documents) with staff/team.
3. Conduct initial assessment and preliminary accessibility review discussions with Burditt's Architect and Registered Accessibility Specialist (RAS).
4. Review Construction Documents with the City at specific progress review milestones (30%, 60%, 90%, and 100%) as approved by appropriate City staff members with professional oversight.
5. Update OPC at each progress review.
6. Produce Final Sealed Engineering (Civil, Structural, MEP) Plans, Details and Specifications.
7. Produce Final Sealed Architecture Plan, Details and Specifications.
8. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
9. Produce Final Sealed Irrigation Plans, Details and Specifications.
10. Submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS). Registration Fee shall be reimbursed to Burditt by the City as the registrant.
11. Submit construction documents to Authorities Having Jurisdiction (AHJ) for Permit Review and address any review comments.

B. BIDDING AND CONSTRUCTION PHASE SERVICES:

Project Manual (i.e., bidding requirements), Bidding/Contract Award Management Support, and Construction Contract Administration services.

1. Prepare Project Manual (bidding requirements and specifications) and assist staff with Bidding, Requests for Information (RFI), and Addendums as needed.
2. Prepare electronic copies of the bid package (sealed drawings and project manual) for distribution to potential bidders.
3. Participate with City staff in pre-bid meeting to review project scope, instructions to bidders, bidding dates, and probable construction timelines/deadlines.
4. Respond to Requests for Information (RFI), questions from bidding contractors in the form of Addenda.
5. Assist with bid evaluation and provide contract award recommendations to staff.
6. Coordinate (or in coordination with City) and Attend the Project Pre-Construction Conference.
7. Attend scheduled construction progress meetings at regular intervals.
8. Provide Construction Observation reviews appropriate to the stage of construction to:
 - a) Become generally familiar and remain so with, and keep City staff generally informed about, the progress and quality of the portion of the construction completed.
 - b) Make reasonable efforts to identify and document defects and deficiencies in the construction.
 - c) Determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the plans and specifications.
 - d) Notify the City in writing of any observed substantial deviation from plans and specifications that may prevent facility from being occupied or utilized for its intended use.
9. Issue Observation Reports to Contractor and City staff following site visits.
10. Review Change Orders and provide recommendations to address changed or unforeseeable conditions that may arise during construction.
11. Issue Architect's Supplemental Instructions (ASI) to modify the contract documents as required due to unforeseen conditions or demonstrably insufficient information to complete the Work.
12. Perform up to two (2) General Contractor Submittal Reviews for conformance of information provided with the design intent of the Contract Documents, including shop drawings, product submittals, test results, and other submittals from vendors and contractors. Review of submittals shall not be for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
13. Perform Substantial Completion review of the project to prepare punch list items for completion.
14. Submit Substantial Completion Report to Contractor and City staff.
15. Review and certify construction progress Pay Applications as submitted by Contractor.
16. Communicate and direct contractor to prepare and deliver "As-Built" drawings, specifications, and other Close-out documents per General Requirements.
17. Review Contractor provided "As-Built" Record drawings and specifications and Close-out documents. Submit

final Close-out documents to City and Contractor.

18. Coordinate Registered Accessibility Specialist (RAS) inspection for obtaining Certificate of Substantial Compliance (TAS 2012).
19. Conduct Final Completion Observation and Closeout; develop and deliver final report to City staff.
20. Walk through the project with Contractor and City staff to review relevant warranty issues within the contract scope to be corrected by the Contractor approximately 11 months after the date of Substantial Completion.

FEE FOR SERVICES

Basic Services includes the following technical and design disciplines and are included in the Basic Services Fee as depicted in the Fee section of this proposal:

1. Landscape Architectural Design
2. Architecture Design
3. Civil Engineering Design
4. Structural Engineering Design
5. MEP Engineering Design

Any services falling outside of those listed above or changes to the Scope of Services will be treated as Additional or Supplemental Services.

Additional Services include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following approval by the City, and any other services requested by the City or previously not contemplated in the services defined under Basic Services. Additional services will be undertaken only with prior written authorization from City.

Substantive changes or increases to the Project Scope and Program beyond those identified in Project Understanding and Scope of Basic Services may be considered Additional Services and require mutually agreed upon fee adjustments.

Supplemental Services include certain project requirements necessary for the fulfillment of Basic Services but which are treated separately from Basic Services or will be provided by the City. Such requirements would be determined collaboratively between the City and Burditt. Any of these services which the City determines should be addressed as Supplemental Services by Burditt will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to Burditt plus applicable administrative markup fees. For this project, the potential additional project requirements are anticipated to include:

1. Surveying by a licensed surveyor (topography, metes & bounds, easements, utilities, existing improvements, etc.)

Additional Services would include, but are not limited to, the following specialties as they are uniquely determined by individual project needs in highly specific circumstances and not contemplated in Basic Services Fees, including, but not limited to, the following:

1. Archaeological Studies or Services
2. Ecological/Environmental or Hazardous Assessment
3. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements
4. Tree Survey
5. Historic Preservation
6. Fast-Track Design Services
7. Re-design of key elements of project after prior receipt of Owner Approval
8. Off-site utility infrastructure Engineering/Design
9. Construction Materials Testing
10. Design of off-site utility infrastructure improvements
11. Design of ancillary, offsite drainage impact mitigation
12. As-Built Plans
13. Measured Drawings of Existing Facilities
14. Existing Facilities Survey/3D Scanning
15. Traffic Impact Analysis (TIA)

- 16. LEED Design or Application/Audit
- 17. Commissioning
- 18. Fire Hydrant Flow Test for Fire Suppression and/or Plumbing Design
- 19. USACE 404 Permitting or other Wetland and Endangered Species Mitigation

FEE PROPOSAL

Based on the proposed Exhibit “A” Scope of Basic Services and general program as currently understood, we propose the following lump sum fees:

I. BASIC SERVICES FEE:

A. Methodology - Basic Services Fees are based upon a total lump sum fee of ELEVEN PERCENT (11%) of the proposed budget of **Two Million Dollars (\$ 2,000,000 USD)**.

Adjustments to the project budget will be made throughout the project based upon the City’s most recently approved OPINION OF PROBABLE COST (OPC) as developed and approved at the conclusion of each Phase. Opinions of Probable Cost are required to be approved in writing by the City at the end of each Phase.

Fees for the subsequent phases will be adjusted commensurate with the agreed upon lump sum fee of Eleven Percent (11%) of the most recently approved OPC of Cost of Work and proportionally allocated to the individual phase fee increment shown in the fee schedule below.

B. Basic Services Fee Development -

Fixed Fee / Lump Sum amounts are billed according to the percentage of completion of each phase task as depicted in the Fee Schedule below. The following fee schedule is provided based upon the current program requirements and budget.

- 1. Preliminary Design Services:
 - i. Schematic Design (20% of Fee).....\$44,000.00
 - ii. Design Development (25% of Fee).....\$55,000.00
- 2. Final Design Services:
 - i. Construction Documents (35% of Fee)..... \$77,000.00
 - ii. Bidding and Construction Phase Services (20% of Fee).....\$44,000.00

Total Basic Fee Schedule (100% of Fee).....\$220,000.00

II. SUPPLEMENTAL SERVICES:

Any relevant Supplemental Services will be discussed with City and followed by a scope and cost proposal from the proposed subconsultant. This proposal will be submitted to the City for approval prior to engaging the subconsultant.

Supplemental Services Fees are invoiced to City at actual cost plus an administrative markup fee of 10% to account for tort and performance risk, coordination costs, and administrative costs. These costs will be invoiced to the City upon receipt of subconsultant invoices with copies of subconsultant invoices included for transparency.

The Supplemental Services and associated maximum budget required for this project are:

1. Surveying by a licensed surveyor (topography, metes & bounds, easements, utilities, existing improvements, etc.)
 - a. Budgeted amount - \$22,000.00

III. ADDITIONAL SERVICES:

No Additional Services are anticipated for this project.

IV. EXPENSES:

All anticipated expenses are included in the Basic Services Fees. Therefore, no anticipated expenses are included within the fees for the current project scope. Additional sub-consultants or services that may be requested by the City in addition to those currently required for the project shall be provided as an Additional Service and shall be invoiced as described in Item II, Additional Services & Supplemental Services above.

EXHIBIT "B"
BURDITT CONSULTANTS, LLC
2024 HOURLY RATES

DIVISION	CLASSIFICATION	RATE
DESIGN	Principal	\$225
	Program Manager	\$200
	Project Manager	\$175
	Project Architect	\$200
	Project Landscape Architect	\$200
	Licensed Irrigator	\$150
	Architect Associate	\$115
	Landscape Architect Associate	\$115
	CAD Design II	\$90
	CAD Design I	\$80
PLANNING	Senior Planner	\$160
	Planning Associate	\$150
	Geographic Information Systems (GIS) Planner	\$135
NATURAL RESOURCES	Natural Resource Planner/Forester	\$150
	Wetland Scientist	\$150
URBAN FORESTRY	Senior Urban Forester	\$160
ADMINISTRATION	Administrative Assistant II	\$70
	Administration Assistant I	\$55

EXHIBIT "C"

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at the Burditt established hourly rates or lump sum basis. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings or services and any such services requested by Client. Additional services will be provided, with prior written authorization from Client, and will be invoiced as additional services.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or, based upon the percentage of completion, or in the event projects is delayed beyond the control of Consultant, invoices will be forwarded based upon the percentage of completion. Invoices are due and payable, in Conroe, Texas, within 30 days of receipt. Any invoice payment due past 30 days will be subject to interest at the rate of the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

REIMBURSABLE EXPENSES

There will be no expenses for Basic Services. Necessary expenses, such as copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, etc., are already calculated into the Basic Services Fees; Additional sub-consultants beyond those currently required for Basic Service that are requested and authorized by Client shall be paid at cost plus ten percent (10%) after prior approval by City Staff.

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

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

INDEMNIFICATION

Client and Consultant each agree, to the fullest extent permitted by law, to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of reuse by Client or by others acting through Client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client for cause. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

INSURANCE

Consultant shall maintain in force insurance in the following amounts
\$1,000,000 – General Liability
\$1,000,000 – Professional Liability
Commercial Automobile and Worker's Compensation in the amount required by state law.

TO BE PROVIDED BY CLIENT

Client shall provide the following information if needed:

1. Legal descriptions of property and available Plat(s)
2. Any available site plans, relevant documents impacting design, drainage maps, existing utilities or easements.
3. Site Survey – Sealed boundary survey from a RPLS
4. Existing Geotech Reports
5. Geotech Reports of new improvement areas.