

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF BURLESON (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and BRINKLEY SARGENT WIGINTON ARCHITECTS (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is Attachment A more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed INSERT AMOUNT (\$283,392.00) in accordance with the fee schedule incorporated herein as Attachment A, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal

working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondet superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR

ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written

agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

- (d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be

coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Brinkley Sargent Wiginton Architects
5000 Quorum Dr #600, Dallas, Texas 75254
Attn: Denny Boles

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of

God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and

procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent business person would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City’s property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

**BRINKLEY SARGENT WIGINTON
ARCHITECTS:**

By: _____

By:  _____

Name: _____

Name: PENNY BOLLES

Title: _____

Title: SENIOR PRINCIPAL

Date: _____

Date: SEPTEMBER 12, 2022

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

Attachment A

INITIAL PROJECT INFORMATION

EXHIBIT A1	PROJECT BUDGET
EXHIBIT A2	PROGRAMMING/CONCEPTUAL FLOOR PLAN
EXHIBIT A3	PROJECT SCHEDULE
EXHIBIT B	SPECIAL TERMS AND CONDITIONS
EXHIBIT C	SERVICES AND COMPENSATION
EXHIBIT D	BSW BILLING RATES
EXHIBIT E	CERTIFICATE OF INSURANCE
EXHIBIT F	L.A. FUESS STRUCTURAL ENGINEERS
EXHIBIT G	MEP/ENERGY CONSULTANTS
EXHIBIT H	ME ENGINEERS
EXHIBIT I	ACCESS BY DESIGN



Land Acquisition		
Site Purchase	0	Note A
Site Closing Costs	0	Note A
Total	0	
Testing Services		
Geotechnical Report	0	Note A
Materials Testing	0	Note A
Total	0	
Construction		
Human Resources Renovation	459,000	Note B
Human Resources Selective Demolition	87,000	Note C
I.T. Department Renovation	406,000	Note D
I.T. Department Selective Demolition	77,000	Note E
Public Information Office Renovation	406,000	Note F
Public Information Office Selective Demolition	56,000	Note G
Building Shell Renovation	0	Note A
Roof Repair/Replacement	0	Note A
Staff and Public Restrooms Update/Refresh	100,000	Note H
Council Chamber Security Upgrade(s)	10,000	Note H
Site Development/Parking	0	Note A
Covered Parking	0	Note A
Roof Top Unit Replacement	226,000	Note J:
Contingency (12%)	219,000	Note K
Subtotal	2,046,000	Note L,M
Escalation (6.67%)	136,000	Note N
Total	2,182,000	
FF&E		
Furniture	72,000	Note O
Telephones	0	Note A
Total	72,000	
City Budgets		
Art Budget	0	Note A
Site Survey/Platting	0	Note A
Construction Manager at Risk Pre-Const.	15,000	Note Y
Electrical/Gas Impact Fees	0	Note A
Site Environmental Assessment	0	Note A
Building Environmental Assessment	20,000	Note Q
Off-Site Utility Development	0	Note A
Temporary Facilities	0	Note R
Temporary Facilities Utilities	0	Note R
Temporary Finish-Out	0	Note A
IT Server Relocation	0	Note A
Moving Costs	0	Note Q
Computers	0	Note A
Off-Site Fiber to Site	0	Note A
Owner Contingency	22,000	Note S
Total	57,000	
Professional Services		
Site Submittal Process	0	Note A
A/E Basic Services	218,000	Note T
Architetectural Temporary Finish-Out As-Buits	0	
Architetectural Temporary Finish-Out	0	
MEP Temporary Finish Out	0	
Structural Consultant	5,500	
Storm Shelter Peer Review	0	Note A
Civil Engineering Site Survey	0	
Civil Engineering	0	
Landscape Design	0	
Commissioning	4,400	
TAAS Consultant	2,992	
Acoustical Consulting/Studio Lighting	0	
Audio/Visual Consulting	0	
Technology/Security Consultants	15,500	
Wireless Network System	0	
Furniture Selection	10,000	
Interior Design	5,000	
Record Drawings	7,000	
Cost Estimating	0	Note P
Reimbursable Costs	15,000	
Total	283,392	
Subtotal	2,594,392	
Bond Issuance Costs	0	
Total Project Budget	2,594,392	

Notes:

Note A: Not required

Note B: 1,970 s.f. @ \$233/s.f.

Note C: 1,970 s.f. @ \$44/s.f.

Note D: 1,743 s.f. @ \$233/s.f.

Note E: 1,743 s.f. @ \$44/s.f.

Note F: 1,278 s.f. @ \$233/s.f.

Note G: 1,278 s.f. @ \$44/s.f.

Note H: Allowance

Note J: Roof top unit replacement. Refer to Exhibit A1.1

Note K: 12% of construction cost

Note L: Base cost to May 2022

Note M: Assumed Schedule):

October 2022	Schematic design start
March 2023	Project bids
June 2023	Construction begins
March 2024	Substantial completion
April 2024	Furniture Install
May 2024	Owner move-In

Note N: Inflation assumptions (6.67%)
 2022 - 4.17%
 2023 - 2.5%

Note O: New furniture assumptions (50%)
 5,128 s.f. @ \$28/s.f. X 50% new furniture

Note P: CMAR delivery method

Note Q: To be determined

Note R: Existing City facilities available if necessary

Note S: 1% of construction budget

Note T: 10% of construction budget



Burleson City Hall - HVAC units to be replaced

EXHIBIT A1.1

Created: 08-02-2022
 Creator: HCE 1 (@H1)
 Status: 5 years, 10 years
 Dates: 06-09-2022 - 08-02-2022

Recipients

byronh@hcengineer.com

Description

Units organized into 3 categories. Replace in 5 years, Replace in 10 years. Units not indicated assume 10 + years lifespan with proper maintenance. Cost presented are estimated only. Escalation should be built into owner long range planning.

Estimated Cost provided for 5 and 10 years are additive.

Unit Number	Type	Original/Replaced	New Manufacture Date	Age	Existing Tonnage	Replacement timerame	Possibe Cost at 5years	Possibe Cost at 10 years
AC-1	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
AC-2	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
AC-3	RTU	Replaced	2018	4	3	over 10 + years	N/A	N/A
AC-4	RTU	Replaced	2016	6	5	over 10 + years	N/A	N/A
AC-5	RTU	Replaced	2014	8	7.5	10 years	N/A	\$ 45,000
AC-6	RTU	Replaced	2014	8	7.5	10 years	N/A	\$ 45,000
AC-7	RTU	Replaced	2017	5	4	over 10 + years	N/A	N/A
AC-8	RTU	Replaced	2015	7	4	10 years	N/A	\$ 24,000
AC-9	RTU	Replaced	2017	5	--	over 10 + years	N/A	N/A
AC-10	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-11	RTU	Replaced	2017	5	--	over 10 + years	N/A	N/A
AC-12a	RTU	Replaced	2012	10	4	10 years	N/A	\$ 24,000
AC-12b/17	RTU	Replaced	2012	10	4	10 years	N/A	\$ 24,000
AC-13	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-14	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-15	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-16	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
Approximate Total							\$ 64,000	\$ 162,000

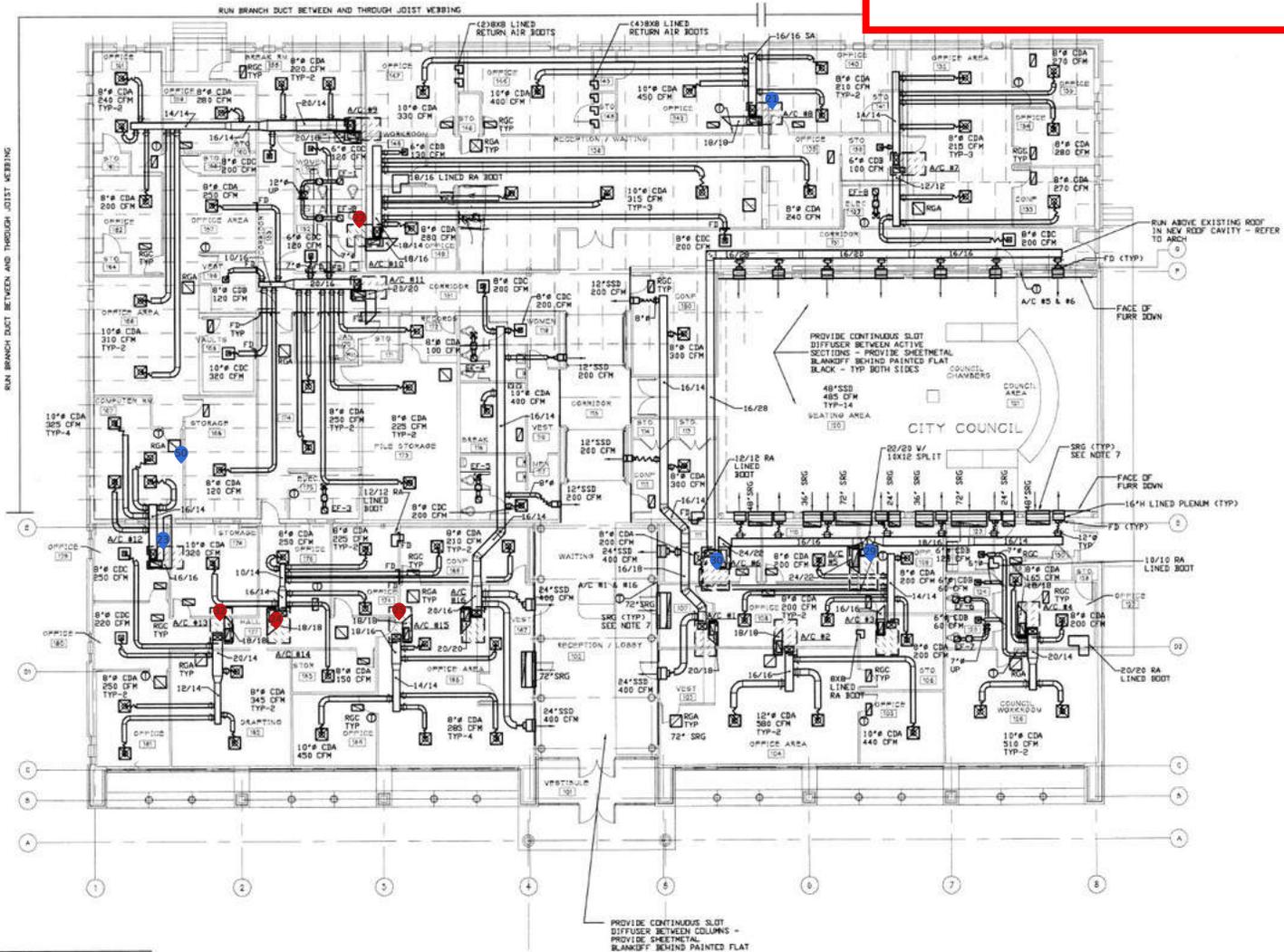
5 years

#	Description	Category	Plan	Assignee	Status
22	AC-10	Mechanical	M1.01	@H1	5 years - 06-22-2022
24	AC-14	Mechanical	M1.01	@H1	5 years - 06-22-2022
25	AC-15	Mechanical	M1.01	@H1	5 years - 06-22-2022
32	AC-13	Mechanical	M1.01	@H1	5 years - 06-22-2022

10 years

#	Description	Category	Plan	Assignee	Status
21	AC-8	Mechanical	M1.01	@H1	10 years - 06-22-2022
23	AC-12-a	Mechanical	M1.01	@H1	10 years - 06-22-2022
29	AC-5	Mechanical	M1.01	@H1	10 years - 06-22-2022
30	AC-6	Mechanical	M1.01	@H1	10 years - 06-22-2022
50	AC-17 or 12-b - Added back up computer room unit not on plans	Mechanical	M1.01	@H1	10 years - 06-23-2022

EXHIBIT A1.1



SCHITTS MAGEE ASSOCIATES, INC.
ARCHITECTS
FORT WORTH, TEXAS

ADDITIONS & ALTERATIONS TO THE BURLESON CITY HALL BURLESON, TEXAS

PROJECT NO. 126-093
DATE 3/23/06
DRAWN VDE
REVIEWED



SHEET CONTENT:
FLOOR PLAN - HVAC

SHEET NUMBER

M1.01
OF 24 SHEETS

NOTES

- COORDINATE LOCATION OF AIR DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLAN. PROVIDE CORRECT MOUNTING FRAME FOR TYPE OF CEILING.
- COORDINATE LOCATION OF HVAC EQUIPMENT WITH BUILDING STRUCTURE. PROVIDE FRAMING TO PROPERLY SUPPORT EQUIPMENT FURNISHED FOR THIS PROJECT.
- DUCT SIZES ARE AIR STREAM DIMENSIONS AND DO NOT INCLUDE ALLOWANCES FOR LINER. REFER TO SPECIFICATIONS.
- THERMOSTATS SHALL BE MOUNTED AT 48" AFF UNLESS NOTED OTHERWISE.
- RUNGTS TO AIR DEVICES SHALL BE DEVICE NECK SIZE UNLESS NOTED OTHERWISE.
- PROVIDE SMOKE DETECTORS AT EACH AIR CONDITIONING UNIT IN THE RETURN DUCTWORK. PROVIDE SMOKE DETECTORS IN THE SUPPLY DUCTS AT AIR CONDITIONING UNITS WITH SUPPLY AIR FLOWS OVER 2000 CFM. INTERLOCK UNIT FANS WITH SMOKE DETECTORS TO SHUT OFF FANS IF SMOKE DETECTORS ARE ACTIVATED. INTERLOCK SMOKE DETECTORS WITH FIRE ALARM SYSTEM.
- AT EACH SRG PROVIDE 10" HIGH LINED PLENUM TURNED UP 90° AT END AND CAPPED. PROVIDE THE FOLLOWING OPENING WITH FD ON TOP OF RETURN PLENUM:

LENGTH OF PLENUM	OPENING SIZE
24"	14X10
36"	20X10
48"	(2)14X10
72"	(2)20X10

1 FLOOR PLAN - HVAC
SCALE: 1/8" = 1'-0"

211
6

Wells Doak
Engineers, Inc.
3800 S. WALSH
SUITE 212
FORT WORTH, TEXAS 76109
TEL: 817-332-5555
FAX: 817-332-5555
VDE #950292

EXHIBIT A2



LEGEND

--- WALLS/DOORS TO BE DEMOLISHED

— NEW WALLS/DOORS

DEPARTMENT	SPACE
HUMAN RESOURCES	1,970 SF
I.T.	1,743 SF
P.I.O.	1,278 SF
PUBLIC BEST ROOM REFRESH	836 SF
CITY SECRETARY	137 SF

2
LEVEL 1 - SD FLOOR PLAN - 2

EXHIBIT B

ARTICLE 12 SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12.1 CHANGE ORDERS

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

12.2 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

12.4 ARCHITECTURAL REGISTRATION

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

12.5 RECORD DRAWINGS

Deliverables for Record Documents or "as-builts" shall be defined as the following. Architect will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by the Architect through the course of the Work and any other field revisions as supplied by the Contractor to the Architect at close out. Architect will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

12.6 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

12.7 SPECIAL INSPECTIONS

Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects.

Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how "Special Inspections" are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These "Special Inspections" must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a "Certificate of Occupancy."

12.8 STATUES OF LIMITATION AND REPOSE

To the extent applicable to the Owner under Texas law, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statues of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statues of limitations commence to run any later than the date when the Architect's Services are substantially completed.

EXHIBIT C

BURLESON CITY HALL RENOVATION

SERVICES AND COMPENSATION BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE \$218,000

Architectural, Structural Engineering (Ref. Exhibit F), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit G). Fees to be billed monthly by percent complete of each phase as follows:

Design Development	45%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	<u>20%</u>
Total	100%

The initial building construction budget is set at \$2,182,000 for contractual purposes. Basic services fee represents 10% of construction budget. This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 8 months (Ref. Exhibit A4). Project meetings will occur every 2 weeks. Should construction proceed beyond 18 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$4,400.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Structural Services: Fee \$5,500
2. Accessibility Consulting Services: Fee \$2,992
(Ref Exhibit I)
3. Technology and Security Systems Design Services: Fee \$15,500
Design of Owner Communications Infrastructure. Video surveillance, and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included. (Ref. Exhibit H)
4. Building Commissioning Services: Fee \$4,400
Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. (Ref. Exhibit G)
5. Furniture Selection/Interiors: Fee \$15,000
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (\$5,000). Selection, specification and assistance in procurement of new furniture item. Installation coordination and final punch list (\$10,000).
6. Record Drawings: Fee \$7,000
Prepare a set of electronic documents showing changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a “not to exceed amount”. Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$10,000

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

A. Basic Services	\$ 218,000	
B. Supplementary Services	<u>\$ 50,392</u>	
<i>Total Professional Services</i>	\$	268,392
C. Reimbursable Budget	\$	<u>15,000</u>
Total Contract		\$283,392

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
- B. Materials testing services during construction to be provided by Owner.

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES
2022

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	330.00
Principal	260.00
Project Manager	190.00
Strategic Planner	170.00
Senior Project Designer	185.00
Senior Project Architect	180.00
Project Architect	140.00
Architectural Designer II	120.00
Architectural Designer I	105.00
Sr. Construction Administrator	200.00
Construction Administrator	160.00
Senior Interior Designer	165.00
Interior Designer	140.00
Senior Programmer	185.00
Administration	85.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment August of each year



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Risk Strategies) and INSURED (Brinkley Sargent Wiginton Architects, Inc.), and a sub-table for INSURER(S) AFFORDING COVERAGE (XL Specialty, Travelers, Charter Oak, Continental).

COVERAGES CERTIFICATE NUMBER: 68726433 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

City of West Lake Hills, TX
911 Westlake Dr.
West Lake Hills TX 78746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Joe Bryant



L.A. FUESS PARTNERS Structural Engineers

Proposal for Professional Engineering Services

To: Denny Boles, AIA
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo St., Bldg 8
Austin, Texas 75254

Date: August 30, 2022
Project: **Burleson City Hall Renovation**
Burleson, Texas

PROJECT DESCRIPTION

Interior renovation of existing one-story, 21,000 sq. ft. building; approx construction budget \$2.1 million.

BASIC SERVICES

Structural Engineering services described in AIA Document C401, when requested by client during design and construction phases; intended to address relatively minor structural items that may arise (e.g., RTU weight check on existing roof joists, assistance supporting new suspended equipment or light fixture from existing roof framing; minor existing structural condition of possible concern encountered during construction).

FEES FOR BASIC SERVICES

Professional Fees for Basic Services are proposed as follows:

Hourly Basis

Table of employee rates available on request.

Total Guaranteed Maximum Fee = \$ 5,000.

Reimbursable Expenses

Project expenses will be invoiced, at cost, in addition to Basic Fees as follows:

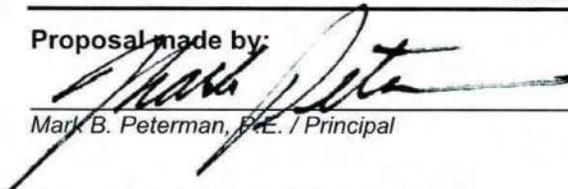
Item	Estimated Amount
Printing & Copying	\$ 0.
Auto Expenses (@ IRS Standard Rate per Mile)	\$ 120.
Courier/Expressage Charges	\$ 0.
Total Estimated Reimbursable Expenses	\$ 120.

Contract Form

This proposal will serve as the agreement for professional services and the terms and conditions of AIA C401 Standard Form of Agreement Between Architect and Consultant are incorporated by reference unless and until a subsequent formal written agreement is executed.

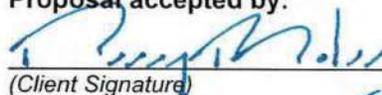
- END OF PROPOSAL -

Proposal made by:


Mark B. Peterman, P.E. / Principal

L.A. FUESS PARTNERS Structural Engineers
F-537

Proposal accepted by:


(Client Signature)

DENNY BOLES
(Client Printed Name)

SEPTEMBER 9, 2022

(Date)



August 23, 2022 (revised 9-7-2022)

Brinkley Sargent Wiginton Architects
1005 E. St. Elmo St., Bldg. 8
Austin, Texas 78745

ATTN: Denny Boles

RE: Burleson City Hall - MEP

This letter of proposal is for Professional MEP Engineering services for the referenced project. The fee will be based on this budget and scope description. This agreement is between HCE, herein known as the Engineer and BSW Architects, herein known as the Architect.

Base SCOPE:

Budget: Approx. \$2,182,000

Building type: City Office

Square Footage: Approx 6,200 sqft

Base Mech Unit Scope: Replace unit from report in remodel space (Units in 5 year time horizon)
(AC-13, AC-14, AC-15)

Option Add Service 1: (Additional Mechanical units from report)

Replace Remaining HVAC units from Report not affected by remodel, or provide Add Alternate)
(AC-10C, AC-8, AC-6, AC-12a, AC-12b, AC-5) (Units in 5 or 10 year time horizon)

Option Add Service 2: (Base Commissioning Required Above 40tons)

- Provide Commissioning forms to contractor
- Contractor to complete
- Functional Test Select Units
- Check Calibration of Thermostats
- Single Site Visit for verification (may combine with final Engineering Site Visit)

We are pleased to submit this letter of agreement for mechanical, plumbing, and electrical engineering to include:

- A. Mechanical, Electrical and Plumbing drawings and specifications necessary to complete a set of Contract Documents. Our scope includes incorporating final review comments from the local authorities.
 1. Mechanical Plans and Details, Schedules and Specifications
 2. Plumbing Plans and Detail, Schedules and Specifications
 3. Lighting Plans and Details, Schedules and Specifications
 4. Power Plans and Details, Schedules and Specifications
- B. Design of interior water and wastewater stubbed 5 feet outside of building and coordinated with the Civil Engineer for connection points. Coordinate stub location for fire line and cold-water line in building. Civil to indicate fire line and cold-water line stub to 12" above finished floor inside the building. (Any approvals required for connection of water, wastewater and fire line utilities to be the Civil Engineer.)
- C. Coordinate with Technology Consultant for power requirements for IT Equipment.

Technology consultant to design all low voltage except Fire Alarm.

- D. Performance specifications for Fire Sprinkler System and Fire Alarm System. Coordinate main components into building design.
- E. Energy Code: Lighting ComCheck and Mechanical ComCheck.
- F. Review submittals and process addendums.
- G. Answer questions during Construction Phase.
- H. Site visits during construction phase during appropriate times as directed by the Architect. (1-2 site visits)
- I. Option Add Service: includes more time for Engineering, Submittals, CA time associated with additional mechanical units.
- J. Option Add Service: includes Time for setting up job, 1-2 Commissioning meetings online, providing forms needed, single site visit for verification, may combine site visit with final engineering site visit as Engineer's discretion.
- K. Autocad Acceptable for this small job for MEP documentation. Fee reduced accordingly. Architect to provide REVIT file as normal, HCE to handle from there.

Items **not** included in base fee:

- A. Detailed cost estimating services or independent cost estimating by a third party.
- B. Energy/Utility modeling of the building.
- C. Printing costs. HCE to provide originals only for printing purposes at various phases.
- D. Voice/Data system design and drawings by Technology Consultant.
- E. Access Control/Security System design and drawings by Technology Consultant.
- F. LEEDS/Green Building programs is not included in base MEP Fee and will be billed hourly unless another agreement is made.
- G. Site gas coordinated by Civil Engineer.
- H. Structural light pole bases by Structural Engineer.
- ~~I. Engineered Commissioning is not included in base Engineering Fee. May be added by separate agreement. (Commissioning is required by Energy Code on buildings with more than 40tons of Air Conditioning.)~~
- J. Energy Re-sale load forms and Energy Rebate forms not included, will be billed hourly.
- ~~K. Electronic as-builts not included, may be added hourly or by separate agreement.~~
- L. A separate Add Service for Owner/Architect requested changes for Projects not Bid after 90days from original 100% CD date. Multiple sets of 100% CD's not part of base scope.
- M. No site lighting, no site photometrics required.

For these services we propose lump sum fee of:

Base SCOPE: MEP Fee = \$35,000	→	\$35,000
Option Add Service 1: (Additional Mechanical units from report) MEP Fee = \$5,000	→	\$5,000
Option Add Service 2: (Base Commissioning Required Above 40tons) Commissioning Add service = \$ 4,000	→	\$4,000
		<u>\$44,000</u>

It is expected that the Mechanical Contractor, Test and Balance Contractor and Controls Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed. Contractors are required to respond to commissioning items through online cloud based commissioning software and carry software license for duration of project. (www.fieldwire.com)

The Architect and/or Owner are responsible for obtaining plan review comments and forwarding to HCE. The contract documents should not be considered complete until all drawings have been revised to reflect all comments received from the local plan review personnel.

As is standard, all Cad files with backgrounds and title blocks are to be furnished by the Architect. All required expenses such as travel, delivery charges, printing costs, etc., will be billed as reimbursable expenses with a 1.100 multiplier.

Billing will be according to the percentage of completion of the project using the same percentages as the Prime Consultant. When Prime Consultant receives final payment from owner, Prime Consultant will pay Engineer's final payment.

In the event of termination of the project, the Engineer shall be compensated for all services performed up to the termination date based on the percentage of completion.

HCE PDF Set Requirement. HCE requires a PDF set of plans for review at various phases agreed to with architect. Minimum requirement is 75% and 95% complete coordination set and 100%CD PDF complete set and PDF of specifications for record purposes.

HCE Submittal Requirement. Electronic submittals will be accepted as listed in specification. Transmission of Electronic Submittals must follow specification requirements.

Social Media/Internet Content

When any internet publication by the Architect and/or Owner is published for this job. Hendrix Consulting Engineers should be mentioned as Engineer of Record for Articles, Publication, and Awards, including website www.hcengineer.com and @hendrixconsultingengineers should be tagged on Instagram or other social media outlets.

Payments are due 30 days from invoice date, or payments are due when Architect gets paid from owner per Master Service Agreement. Late payments will bear interest at the rate of 1-1/2% per month, compounded monthly or the highest allowed by law.

Any changes, as approved in writing, after completion of documents or requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$250.00
SR. ENGINEER	\$190.00
ENGINEER (P.E.)	\$180.00
ENGINEER (EIT)	\$150.00
PROJECT MANAGER	\$190.00
SR. DESIGNER	\$190.00
COMPUTER AIDED DESIGNER	\$100.00
DESIGNER I	\$ 80.00
ADMINISTRATIVE/CLERICAL	\$ 75.00

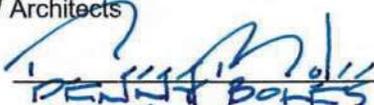
The Engineer shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

Engineer will maintain a professional E & O Policy with minimum \$1,000,000 coverage for each occurrence and \$2,000,000 in the aggregate during the term of the project.

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW Architects
BY: 
DATE: SEPTEMBER 9, 2022

HCE
BY: _____
DATE: _____

August 29, 2022

Mr. Denny Boles
1005 E St. Elmo Building 8
Austin, TX 78745

RE: Burleson City Hall Renovation

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects ("Architect") for technology consulting services for the remodel of the Burleson City Hall. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project is an existing building to be renovated for Burleson, TX and will have a total construction budget of approximately \$2.2 million. The scope of the renovation encompasses approximately 5000-6000 square feet and consists of HR, IT and PIO office space.

I. SCOPE AND DESCRIPTION:

A. Scope of Work

The technology systems scope shall include the following work:

1. Communications Infrastructure:

- a) Raceway Infrastructure: Design and specification of communications systems horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, and j-hooks.
- b) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations to match existing manufacturer and most current products. Infrastructure typically consists of Category 5E, Category 6, and/or Category 6A UTP copper media.
- c) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations, if necessary. Infrastructure typically consists of RG-6 or RG-11 coax media.

2. Security System:

- a) Electronic Access Control System: Design of employee access control components including card readers, keypads, door contacts, remote door release buttons, request-to-exit functions, and ADA door operator button interfaces. This design includes coordination with door hardware designer to ensure proper system interface, control,

and power is provided based on each door hardware and/or lock type. Design shall include integration of new components into existing access control system.

- b) Video Surveillance System (CCTV): Design of new video surveillance cameras for integration into existing system.

B. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

The following services have been included in our scope of work:

1. Project Meetings: ME to attend virtual meetings as necessary during the design phase with the Owner, Architect and Contractor.
2. Design Development:
 - a) Review and meet with Owner and Architect.
 - b) Initiate coordination of system requirements with Architect and other project team members.
 - c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - d) Prepare specifications of systems.
 - e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
3. Construction Documents:
 - a) Finalize coordination of system requirements with Architect and other project team members.
 - b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - c) Finalize specifications of systems.
 - d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
4. Bidding and Negotiation:
 - a) Make recommendations to the Client and Owner regarding the bids or proposal received.
 - b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.
5. Construction Administration:
 - a) Review product data submittals.
 - b) Review shop drawings.

- c) Answer questions during construction phase.
- d) Provide (1-2) intermediate site observations with written report at relevant stage of construction.
- e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

- A. Audio Visual System. Design, specification, coordination, or documentation of any AV systems.
- B. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design or interior sound insulation design.
- C. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.
- D. On-Site Engineer: Provisions required for a full-time on-site engineer.
- E. Installation: Materials, installation, and testing of any system components.
- F. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.
- G. Commissioning: Provisions for commissioning and certification of any system.
- H. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

III. FEE PROPOSAL:

- A. Services Fee:

Lump sum amount of **\$ 15,000** base fee plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

The fee break-out is as follows:

- Design Development: \$ 6000
- Construction Documents: \$ 6000
- Construction Administration: \$ 3000

IV. TERMS AND CONDITIONS:

A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost for the following: Travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

C. Contract Execution:

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

E. Additional Terms and Conditions:

Refer to attached document ~~Exhibit A~~ for additional requirements.

EXHIBIT A [Signature]

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

M-E Engineers, Inc.
Denver Office



Kevin Devore, RCDD
Principal
Technology Design Group

Approved and accepted this 9TH day of SEPTEMBER, 2022

Organization: BRINKLEY SARGENT WICKINTON ARCHITECTS

By:  Title: SENIOR PRINCIPAL
DENNY BOLES

Cc: Chris Jones-ME/Denver
Austin Simmons-ME/Denver
Mike Hart-ME/Denver
Drew Shivley-ME/Dallas

**ME ENGINEERS, INC.
HOURLY RATE SCHEDULE – 2022**

Senior Principal	\$300/hr
Principal	\$280/hr
Associate Principal	\$260/hr
Sr. Associate	\$240/hr
Associate	\$225/hr
Senior Project Manager	\$215/hr
Project Manager	\$190/hr
Project Engineer	\$160/hr
Designer	\$140/hr
Sr. BIM Coordinator	\$130/hr
BIM Coordinator	\$125/hr
CAD Technician	\$115/hr
Administrative Staff	\$110/hr

ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers, Inc.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, Inc., included as part of the Project.

Purpose of the Model:

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct Insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, Inc., at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers, Inc. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

Model Content Requirements. Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

Authorized Uses. The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

Application. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached

to Model Elements at the sole discretion of ME Engineers, Inc. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 200 model will apply to the Design Development phase.

LOD 300:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 300 model will apply to the Contract Document phase.

LOD 400:

Model Content Requirements. Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

Authorized Uses. The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

Application. An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 400 model.

LOD 500:

Model Content Requirements. Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

Authorized Uses. The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

Application. An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 500 model.

Clash Detection:

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers, Inc. makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

Availability of Model:

The model will be made available subject to the Terms of the Prime Agreement.

Contractor's Role:

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

Integrated Project Teams:

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers, Inc. and shall be implemented without additional liability to ME Engineers, Inc.

Ownership of Documents:

The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers, Inc.

ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

~~Any claims or disputes made during design, construction or post construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~ **PER PRIME AGREEMENT - EXHIBIT A**

Billing/Payments:

Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, ~~without waiving any claim or right against the Client, and without liability whatsoever to the Client,~~ terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

Certifications:

Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

Limitation of Liability:

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~ **PER PRIME AGREEMENT - EXHIBIT A**

Verification of Existing Conditions Clause:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, Inc., (the Client) agrees to indemnify and hold ME Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~



ACCESS by DESIGN

ACCESSIBILITY CONSULTANTS Access by Design Inc. 12720 Hillcrest Road Suite 580 Dallas, Texas 75230 Tel 214 348 7758 Fax 214 348 7867 www.abyd.com

23 August 2022

Denny Boles, AIA
 Brinkley Sargent Wiginton Architects
 1005 E St. Elmo St., Bldg 8
 Austin, Texas 78745

**Re: Burseson City Hall Renovation
 Burseson, Texas
 Proposal for Accessibility Consulting Services**

Dear Mr. Boles:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent Wiginton Architects (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Burseson City Hall Renovation project. We look forward to the opportunity to work with you.

Project Scope

We understand this project to consist of a renovation to approximately 5,760 SF of an existing city hall facility including offices, conference rooms, and restroom updates with an estimated construction cost of \$2,182,000:

- Access by Design will perform a preliminary plan review of documents provided by the Architect. The project will be evaluated for compliance with the Texas Accessibility Standards and findings will be documented in a written report.
- Access by Design will perform a TAS plan review of permit submittal drawings as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report. This fee shall include up to one revisions review.
- Access by Design will perform a TAS site inspection upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including photos of any noncompliant conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of \$190 per hour, two hours minimum.

Proposed Fees

Preliminary Plan Review	\$ 705
TAS Plan Review	\$ 885
TAS Inspection	\$ 885
TDLR Project Filing Fee	\$ 175
Inspection Travel Fee	\$ 70
Total	\$ 2,720

Reimbursable Expenses

Access by Design will require reimbursement for out-of-pocket expenses, including TDLR Project Filing Fee and travel fees based upon round trip mileage, where applicable.

Schedule

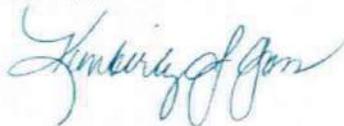
- The preliminary plan review will be performed and the report furnished to the Architect and Owner within 30 days of receipt of drawings for review.
- The TAS plan review will be performed and the report furnished to the Architect and Owner within 30 days of receipt of permit submittal drawings, project registration, and plan review fees.
- The TAS site inspection will be performed and the report furnished to the Architect and Owner within 30 days of receipt of a completed Request for Inspection Form (RFI), inspection fees and travel fees, provided that project construction is complete.

Assumptions and Exclusions

- Consultant Services do not include architectural or engineering services. The preparation of design drawings, construction documents, construction estimates or construction pricing is not included in the scope of this work.
- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- The report or work product provided by Access by Design does not constitute legal, human resources, accounting or financial advice.
- Access by Design does not claim to be licensed, endorsed, or otherwise certified as a federal "ADA" reviewer or inspector.
- Access by Design does not assert that the proposed plan review and inspection services satisfy or replace reviews and inspections required by city building departments and local code authorities.
- In the event that the Architect and/or Owner and Access by Design jointly agree that additional consulting services are required for this project, Access by Design would offer a proposal for those services as an additional expense.

If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,



Kimberly J. Goss
President

ACKNOWLEDGED AND APPROVED BY:


Signature

SEPTEMBER 9, 2022
Date

PENNY POLES / SENIOR PRINCIPAL
Name / Title

BRINKLEY SARGENT WIGINTON ARCHITECTS
Company