

# LEVEL 5 ARCHITECTURE, PLLC

## EXHIBIT A – SCOPE OF SERVICES

**AGREEMENT** made as of the Wednesday, September 28, 2022 (*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:

City of Burleson, TX 550 NW Summercrest Boulevard Burleson, Texas 76028

and the Architect:

Level 5 Architecture, PLLC 104 S. Main Street Mansfield, Texas 76063

for the following Project: (*Name, location and detailed description*)

Design and Engineering of New City Entrance Monuments for The City of Burleson. The Following scope shall apply to the design and engineering for one selected location for new monument sign at Alsbury and Interstate 35. Level 5 shall provide all services necessary for the design of these facilities as listed below. All other services needed will be on an as needed basis and shall be approved by City of Burleson prior to commencement.

The Schematic Design Portion of Work shall include 3 options and level of design for approval. The options shall be based on cost to construct of Low costs, Medium Costs and High Costs. Once the design option has been approved by City Council, Level 5 will complete construction documents for the current selected site analysis. All options will include high resolution renderings for the proposed designs for presentation. Construction documents phase will include any lighting and power necessary as well as structural engineering necessary for designed structure.

Under this agreement, Level 5 will continue to study additional areas in which these potential monument signs will be best suited within the city limits. If an additional site is selected for the completed design options, Level 5 will charge the civil engineering fees, listed under detailed scope of services, only. All other services needed will be on an as needed basis and shall be approved by City of Burleson prior to commencement.

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### **DETAILED SCOPE OF SERVICES**

**CIVIL ENGINEERING** 

Completion Time: 4 Weeks

Fee: \$22,600.00

### **CIVIL ENGINEERING**

§ 1.1 Environmental Studies: Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. Limited to overall land planning, feasibility studies, drainage engineering, onsite storm drainage, private utility design, storm water quality design, and SWPPP.

**§ 1.2** Landscape Architecture: Design for Landscaping and Irrigation systems for areas surrounding but not limited to the new monument signage piece.

SCHEMATIC	DESIGN	PHASE	SERVICES	Com	plet

tion Time: 3 Weeks

Fee: \$11,900.00

### SCHEMATIC DESIGN PHASE SERVICES

§ 1.3 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project.

**§ 1.4** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. **§ 1.5** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### CONSTRUCTION DOCUMENTS PHASE SERVICES Completion Time: 8 Weeks Fee: \$20,380.00

#### CONSTRUCTION DOCUMENTS PHASE SERVICES

**§ 1.6** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.

§ 1.7 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action, and request the Owner's approval.

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### EVALUATIONS OF THE CONSTRUCTION WORK Completion Time: TBD Fee: \$7,395.00

#### EVALUATIONS OF THE CONSTRUCTION WORK

**§ 1.8** The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 1.9** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 1.10** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

Total

Completion Time: 7 Weeks

Fee: \$62,275.00

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