

## 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 **VIDAURRI MANAGEMENT GROUP, LLC** (“Consultant”).

### **1. SCOPE OF SERVICES.**

Consultant hereby agrees to provide the City with professional services for the purpose of **the services outlined in Exhibit A, B and C** Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

### **2. TERM.**

This Agreement shall commence upon execution by the parties, (“Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

### **3. COMPENSATION.**

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed **ONE HUNDRED FORTY THOUSAND, SEVEN HUNDRED FORTY-FOUR** and **NO** /100 dollars in accordance with the fee schedule incorporated herein as AttachmentB, 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 Services. 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 Contractor shall submit 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 Contractor’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 Expiration Date, 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 *respondeat 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. LIABILITY AND INDEMNIFICATION.**

***CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.***

***CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.***

**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  
Attn: Tommy Ludwig  
141 W. Renfro St.  
Burleson, TX 76028

To CONSULTANT:

VIDAURRI MANAGEMENT GROUP, LLC  
JON VIDAURRI  
500 W. 7TH ST. SUITE 1235  
FORT WORTH, TX 76102

**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-BOYCOTTING 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 that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor 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. COUNTERPARTS; PDF SIGNATURES.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

**VIDAURRI MANAGEMENT GROUP, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
*Jon Vidaurri*  
By: \_\_\_\_\_  
B7DFC90C6658447...

Name: **Jon vidaurri**

Title: **CEO**

Date: **7/25/2024**

**APPROVED AS TO FORM:**

DocuSigned by:  
*Matt Kibitzki*  
By: \_\_\_\_\_  
FD28C2151875455...  
City Attorney, Assistant City Attorney,  
or Deputy City Attorney

## Exhibit A: Scope of Work

### **1. Project Organization/Mobilization**

1. Meet with City of Burleson to define individual roles and responsibilities, identify internal stakeholders, project procedures and schedule requirements, and to establish lines of communication and methods of approval.
2. Discuss City of Burleson 's preferred reporting formats and timing.
3. Receive and commence review of all available information pertaining to the project and the organization.
4. Create a communication platform to include extranet capabilities using either City of Burleson or team sites.
5. Understand City of Burleson s qualitative and functional expectations.
6. Establish critical path project schedule and determine key milestone dates.
7. Construct custom budget and cost-tracking model in format conforming with City of Burleson 's financial reporting requirements.
8. Provide cash flow projection schedule and monthly Accounting Cost Report (ACR).
9. Understand City of Burleson's qualitative and functional expectations including productivity, operating efficiencies, image, and visibility considerations.

### **2. Project Planning**

1. Establish preliminary project schedule and determine key milestone dates.
2. Construct custom budget and cost-tracking model in format conforming with City of Burleson's financial reporting requirements.
3. Assist City of Burleson in coordination and interface with state, county and city government authorities having jurisdiction and with local utility companies. This task includes supporting surveying, re-platting, and other site related tasks, that require local jurisdictional coordination. Identify other external influences as necessary.

### **3. Schedule Management and Control**

1. Refine project schedule to include a detailed listing of all major tasks for contractors, consultants, and City of Burleson's vendors. Integration of imported detailed tasks will be required of others. Update key milestones.
2. Identify and highlight critical path item activities.
3. Monitor the submittal process to ensure City of Burleson review of owner-interfaced items.
4. Identify and track long lead items.
5. Monitor construction progress to validate key milestones are accomplished and verify critical material deliveries. Track Owner-furnished items and Owner-vendor installations for timely start, completion, and coordination with the contractor's schedule.
6. Update project schedule weekly.

### **4. Design Phase**

1. Refine project schedule documenting the time required for design, site approval, permitting, City of Burleson review decisions and approvals, shell and interior construction, furniture procurement, security, audio visual, commissioning, training, certification, etc.
2. Assist City of Burleson, architect, and contractor in the value analysis process to identify alternative construction methods or materials which might produce equivalent architectural or functional effect at reduced cost and/or construction time.

### **5. Bidding and Negotiation**

1. Assist in preparation of bid package(s) and/or in a negotiated selection process.
2. Coordinate the distribution of bid packages to selected contractors.
3. Conduct pre-bid conference.
4. Analyze contractor bids and qualifications; prepare spreadsheet with recommendations for City of Burleson's review.
5. In the event a Guaranteed Maximum Price (GMP) method of contract is implemented with a contractor, review and make recommendations for approval, all subcontractors bid packages as they are presented by the contractor.
6. Lead in negotiation and documentation of the Contract for Construction.

## **6. Construction & Close-out**

1. Attend/chair weekly OAC meeting for progress and budget updates. Document action items for all team members.
2. Refine project schedule to include a detailed listing of all major tasks for contractors, consultants and City of Burleson vendors. Integration of imported detailed tasks will be required of others. Update key milestones.
3. Identify and highlight critical path item activities.
4. Track actual costs and manage contingency allocations.
5. Identify and track long lead items.
6. Update project schedule weekly.
7. Monitor construction progress to validate key milestones are accomplished and verify critical material deliveries.
8. Managed and coordinate Owner-furnished items and Owner-vendor installations for timely start, completion and coordination with the contractor's schedule.
9. Prepare written monthly report of progress and status of project including invoice summary, cash flow summary, change order summary, and contingency summary (ACR Report).
10. Review all change order requisitions and prepare analysis and recommendations for City of Burleson's approval. Review and substantiate related subcontractor pricing. Negotiate change orders where applicable.
11. Maintain project budget and comparison with expenditures to date.
12. Perform regular job observations to evaluate construction progress, adherence to project plans and specifications, and lead in resolving field problems and disputes in the most economical and expeditious manner possible.
13. Review invoices for work in place, materials stored on site, payments made to date, confirmation of payments to subcontractors from previous month's invoices, and accuracy to avoid advance payment and abuse of invoice process.
14. Assist architect and owner in determining date of Substantial Completion and in development of punch list items which require completion and/or correction.
15. Integrate City of Burleson's activities with final construction completion efforts to minimize disruption of both.

16. Monitor the procurement of proper close out documents from general contractor including warranties, final release of liens, as built plans, operation, attic stock and maintenance manuals.
17. Assist City of Burleson in procuring any necessary documentation from architect and contractor to ensure City of Burleson accountant's and/or attorney's audit requirements are properly met in a timely manner.
18. Manage the timely completion of Punch Lists, and manage the Warranty Walks with the contractor, including tracking to completion.

**EXHIBIT B  
FEE SCHEDULE**

**COMPENSATION:**

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$140,744.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

**Basic & Special Services**

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**EXHIBIT B**

**Vertical Project Management Proposal for the City of Burleson  
City Hall and Fire Station #1 Remodel in Burleson, TX  
July 12, 2024**

**Assumptions and Scope of Service**

VMG will provide Vertical Project Management services in accordance with Exhibit A: Scope of Work. VMG will report to Eric Oscarson & Errick Thompson who shall serve as the primary points of contact in the City of Burleson. The following assumptions have been made in preparation of this proposal:

**City Hall Remodel Project**

- The estimated duration of this project is 8 months (design, bidding, construction, low voltage, FF & E, and closeout). See attached schedule.
- The following is the square footage tabulation based on the 90% complete documents provided.
 

○ 1079 Mens	122 SF
○ 1080 Womens	101 SF
○ 1080 Womens	169 SF
○ 1082 Mens	179 SF
○ <u>Finish-out Aea</u>	<u>2,542 SF</u>
○ Total Project SF	3,113 SF
- Total managed cost of the project is \$600,000.
- More specifically, the Project Management scope is defined in the attached “Exhibit A: Scope of Work”.

**Fire Station #1 Remodel Project**

- The estimated duration of this project is 17 months (design, bidding, construction (phase I & II), low voltage, FF & E, and closeout). See attached schedule.
- The following is the square footage tabulation based on the 90% complete documents provided.
 

○ Fire Station and Living Quarters Renovations and Additions	12,804 SF
○ <u>Administration Renovations</u>	<u>4,104 SF</u>
○ Total Project SF	16,908 SF
- Total managed cost of the project is \$3,200,000 target budget (currently at \$3,869,260).
- More specifically, the Project Management scope is defined in the attached “Exhibit A: Scope of Work”.

**Staffing**

VMG proposes that Jon Vidaurri will serve as the primary point of contact and Project Management lead for this project. VMG will deploy additional resources to supplement the team.



## Compensation

VMG proposes a fixed fee of One Hundred and Forty Thousand Seven Hundred and Forty-Four Dollars (\$140,744.00). The fee will be paid, divided into equal monthly payments over the duration of the project schedule. Example \$ 8,796.50/month @ 17 months = \$140,744.

- This fee proposal provides for 17 months of Project Management Support for both projects running concurrently as reflected in the attached schedule.
- If the actual project duration exceeds or is completed earlier than the proposed 17-month schedule, the fee will adjust accordingly on a monthly basis (credit or add).

Expenses for transportation including mileage (outside of Tarrant, Johnson, and Dallas Counties), reproduction of documents, messenger and courier services, travel, and accommodations (if any and as approved in advance by City of Burleson), will be reimbursed at cost without mark-ups.

Approved and Accepted by:

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An authorized signatory, City of Burleson

Date:

# EXHIBIT C

## City of Burlison Vertical Project Conceptual Schedules\* City Hall & Fire Station #1 Projects



City Hall Remodel Project Interior Remodel Area - 3,113 SF	2024					2025						
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July
<b>Tasks</b>												
Bidding/Award/Council Approval (Construction)												
Bidding/Award (HVAC Equipment)												
Construction (long led materials; HVAC equipment 16-20 wks, doors & frames 6-8 wks from approved shop drawings)												
FF & E												
LowVoltage Systems												
Punch List/Close-out												

Fire Station #1 Remodel Project Interior Remodel Area - 16,908 SF	2024					2025											
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Tasks</b>																	
Design Modifications to align to Budget and complete IFC set																	
Bidding/Award/Council Approval (Construction)																	
Bidding/Award Council Approval (Temp. Trailers)																	
Construction (Phase I)																	
Construction (Phase II)																	
FF & E																	
LowVoltage Systems																	
Punch List/Close-out																	

\*Note: these schedules are conceptual in nature as VMG has not received detailed schedules form the contractors or design teams.