

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 (\$2,581,495)** 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 *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. 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
Attention: Denny Boles
Senior Principal
1005 East St. Elmo, Building 8
Austin, Texas 78745

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
ARCHITECTS:**

SARGENT

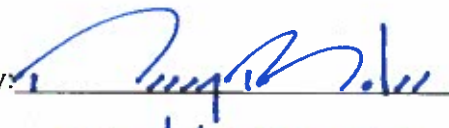
WIGINTON

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: PENNY BOLES

Title: SENIOR PRINCIPAL

Date: JANUARY 10, 2025

APPROVED AS TO FORM:

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

EXHIBIT A

INITIAL PROJECT INFORMATION

EXHIBIT A1	PROJECT BUDGET
EXHIBIT A1.1	BUDGET SUMMARY – OPTION C
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	STRUCTURAL ENGINEERING
EXHIBIT G	TECHNOLOGY/SECURITY/AV
EXHIBIT H	MECHANICAL AND ELECTRICAL
EXHIBIT I	ACCESSIBILITY
EXHIBIT J	CIVIL ENGINEERING
EXHIBIT K	LANDSCAPE
EXHIBIT L	COMMISSIONING

Burleson Police Department Renovation
 Project Budget - Brinkley Sargent Wiginton Architects
 December 20, 2022

EXHIBIT A1

12/20/2022

Land Acquisition

Site Purchase	0	Note A
Site Closing Costs	0	Note A
Total	0	

Notes:

- Note A: City owned site
- Note B: To be determined
- Note C: 39,500 s.f. (new construction) @ \$3.50/s.f.
- Note D: Refer to Exhibit A1.1
- Note E: Furniture assumptions:
 - 58,000 s.f. @ \$30/s.f.
 - Furniture bid May 2025
 - Furniture install December 2025
 - Assumes new furniture
- Note F: Telephones provided by separate City source
- Note G: Scope of work provided by City. Cost to be determined.
- Note H: Cost to be determined. Anticipate CMAR project delivery method
- Note J: Not included in budget
- Note K: 1% of CCL
- Note L: 8% of CCL
- Note M: Scope of work provided by City
- Note N: Not required
- Note O: Not included. Anticipate CMAR project delivery method

Testing Services

Site Environmental Assessment	15,000	Note B
Building Environmental Assessment	10,000	Note B
Geotechnical Report	10,000	
Materials Testing	134,750	Note C
Total	169,750	

Construction

Police Headquarter Addition	7,679,240	Note D
Training Center	3,116,269	Note D
Partial Support Building	1,627,375	Note D
Communications	1,391,191	Note D
Existing Headquarters Renovation	1,200,000	Note D
Site Development	<u>4,618,028</u>	Note D
Direct Construction Cost	19,632,103	Note D
Design Contingency (5% of Direct Cost)	1,000,000	Note D
CMAR General Conditions/Overhead (8% of Direct Cost)	1,600,000	Note D
CMAR Fee (5% of Direct Cost)	<u>1,000,000</u>	Note D
Subtotal	3,600,000	
Total Construction Cost Limit (CCL)	23,232,103	Note D

FF&E

Furniture	1,740,000	Note E
Exercise Equipment	0	Note B
Telephones	0	Note F
Total	1,740,000	

City Budgets

Art Budget	0	Note B
Site Survey/Platting	15,000	Note G
Construction Manager at Risk Pre-Const.	50,000	Note H
Electrical/Gas Infrastructure Allowance (additional capacity):	30,000	Note B
Storm Shelter Peer Review	30,000	Note G
Off-Site Utility Development	0	Note B
IT Server Relocation	30,000	Note B
Moving Costs	30,000	Note B
Communication Tower Relocated	0	
New Communication Tower	0	Note B
Computers	0	Note B
Off-Site Fiber to Site	0	Note B
Bond Issuance Cost	0	Note J
Owner Contingency	232,300	Note K
Total	417,300	

Professional Services

Site Submittal Process	13,200	
A/E Basic Services	1,858,568	Note L
Program Verification	15,000	
Civil Engineering Site Survey (On-Site)	0	Note M
Civil Engineering Site Survey (Off-Site)	0	Note B
Civil Engineering (On-Site)	126,500	
Landscape Design	26,400	
Technology/Security/AV Consulting	88,000	
HVAC Acoustical Design	15,400	
Basic MEP Commissioning	104,500	
Exterior Envelope Inspections	11,000	
TAAS Consultant	6,177	
Furniture Selection	156,000	
Interior Design	93,750	
Exercise Equipment Coordination	0	Note B
LEED Consultation	0	Note N
Record Drawings	12,000	
Cost Estimating	0	Note O
Reimbursable Costs	55,000	
Total	2,581,495	

Projected Escalation 7,283,026 Note D

Total Project Cost 35,423,674

BUDGET SUMMARY - OPTION C

BURLESON POLICE HEADQUARTERS

BRW Project Number: 2210095.00

November 10, 2021

PROGRAM ELEMENT OPTIONS

OPTION C

PROGRAM ELEMENT:	SQUARE FEET	PROBABLE COST	NOTES:
TRAINING CENTER	8,000	\$3,116,269	
<input checked="" type="checkbox"/> TRAINING CENTER	8,000	\$3,116,269	<ul style="list-style-type: none"> Public Entry/Reception/Check-in Conference Room/Private Room Conference Room/Private Room Training Room Large Men's / Women's RRs Breakout Space Training Storage Defensive Tactics Training Area Sim-Munitions/VR Booth Catering Kitchen / Breakroom Locker Room/Secure Valuables Unisex RR/Shower Training Coordinator Office Training Coordinator Office Training Coordinator Copy/Work/Files Training Coordinator Storage
SUPPORT BUILDING	4,500	\$1,627,375	
<input checked="" type="checkbox"/> PARTIAL SUPPORT BUILDING	4,500	\$1,627,375	<ul style="list-style-type: none"> P/E - Large Evidence Drop P/E - Large Evidence/Property Honor Guard Drone Work/Storage Traffic Storage Unisex RR/Shower SWAT - Locker SWAT - Storage SWAT - Meeting Room Armory / Armor K-9 Bicycle Patrol Storage/Work Motorcycle Building Support
COMMUNICATIONS	3,000	\$1,391,191	
<input checked="" type="checkbox"/> RELOCATE TO NEW ADDITION	3,000	\$1,391,191	<ul style="list-style-type: none"> Hardened to meet Florida Hurricane Standards Depressed Concrete structure Dispatch Dispatch Admin Break Room / Locker Area QA / Training Coordinators Restrooms Quiet / Counseling / Recovery Room Training Room Storage Work/Copy IT/Server Supervisors Staff Window Conference Room
EXISTING HQ RENOVATION	24,000	\$1,200,000	
<input checked="" type="checkbox"/> LIGHT	24,000	\$1,200,000	

BUDGET SUMMARY - OPTION C

	SITE	-	\$4,618,028
<input checked="" type="checkbox"/>	190 Secured Parking Spaces (5 yr Projection)		\$3,010,528
<input checked="" type="checkbox"/>	Relocate Gas Line		\$250,000
SITE "ADD-ALTERNATES"			
<input checked="" type="checkbox"/>	(x40) Covered Parking Spaces		\$145,000
<input checked="" type="checkbox"/>	(x25) EV Charging Stations		\$562,500
<input checked="" type="checkbox"/>	1000 kw Generator & Keep 400 kw Generator		\$650,000
	Sub Total - Chosen Program Element Options	39,500	\$7,334,835
+	Sub Total - Police HQ Addition (CCL)	23,000	\$7,679,240
+	Sub Total - Site		\$4,618,028
=	DIRECT CONSTRUCTION COST	62,500	\$19,632,103
+	Design Contingency (5% Direct Cost)		\$1,000,000
+	CMaR General Conditions/Overhead (8% of Direct Cost)		\$1,600,000
+	CMaR Fee (5% of Direct Cost)		\$1,000,000
=	TOTAL CONSTRUCTION COST LIMIT (CCL)	-	\$23,232,103
+	Owner Costs Outside of Construction (25% of CCL)		\$5,900,000
=	TOTAL PROJECT COST	62,500	\$29,132,103
PROJECTED PROJECT BUDGET			\$36,415,129
w/ Escalation (25%/yr - 60 monts to midpoint)			

SITE MASTERPLAN

EXHIBIT A2

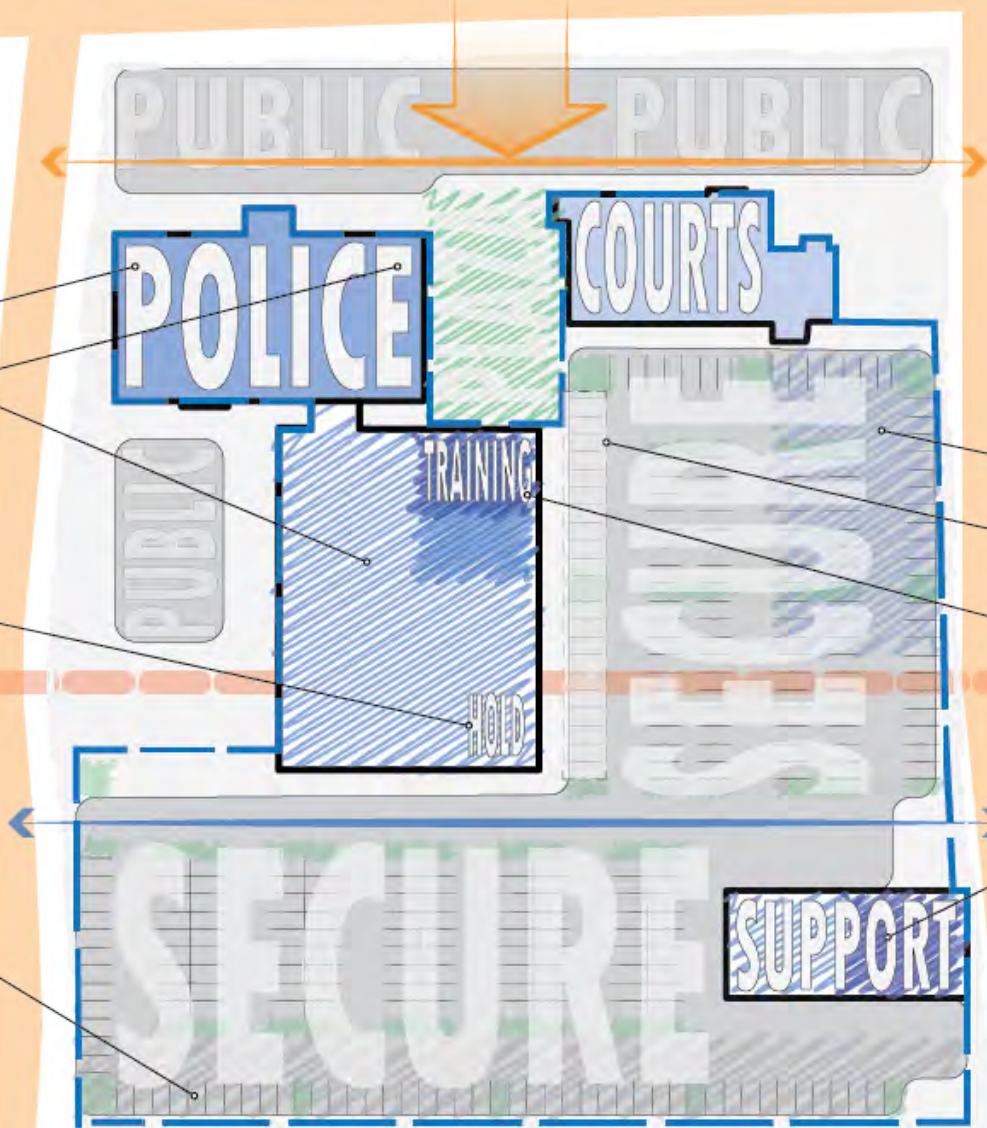
LIGHT RENOVATION: \$1,200,000
 FULL RENOVATION + FIRE SPRINKLER: \$6,710,000

911 EXPANSION: \$505,000
 911 NEW & HARDENED + IT: \$1,400,000

HOLD: \$1,690,000

RELOCATED GAS LINE: \$250,000

SITE WORK: \$4,818,000
 FUTURE GROWTH PARKING: (40) \$200,000



COURTS PARKING (40)

COVERED PARKING (20)

TRAINING 3,500 SF: \$1,364,000
 TRAINING 8,000 SF: \$3,120,000

SUPPORT 8,000 SF: \$2,700,500
 SUPPORT 4,500 SF: \$1,628,000
 SPECIAL USE VEHICLES
 OFF-SITE (SERVICE CENTER)

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 \$1,858,568

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:

Conceptual/Schematic Design	15%
Design Development	30%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	<u>20%</u>
Total	100%

The initial building construction budget is set at \$23,232,103 for contractual purposes. Basic services fee represents 8% 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 16 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 \$15,984.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Civil Site Plan Submittal: Fee \$13,200
 - a. Services include working through the City process for approval. Architectural coordination (10%). Refer to Exhibit J.
2. Program Verification: Fee \$15,000
 - a. Review departmental square footage and associated breakdowns.
3. Civil Engineering On-Site Services: Fee \$126,500
 - a. Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications and construction administration. Architectural coordination (10%). Refer to Exhibit J.
4. Technology, Security and AV Systems Design Services: Fee \$103,400
 - a. 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. Architectural coordination (10%). Refer to Exhibit G.
5. Landscape Design Services: Fee \$26,400
 - a. Complete landscape and irrigation system design. Architectural coordination (10%). Refer to Exhibit K.
6. Accessibility Consulting Services: Fee \$6,177

- a. Review of project to meet Texas Accessibility Standards (TAS). Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report to contractor TAS conformance. State mandated construction document review and final state mandated site inspection report. Architectural coordination (10%). Refer to Exhibit I.
7. Interior Design and Furniture Selection/Procurement Services: \$249,750
- a. Interior finishes selection documentation, presentations, specifications and shop drawings review (62,500 s.f. @ \$1/50/s.f. - \$93,750). Selection, specifications and assistance in procurement of new furniture items. Installation coordination and final punch list (9% of \$1,740,000 budget - \$156,000). Exercise Equipment Selection and procurement is not included in services.
8. Building Commissioning Services: Fee \$115,500
- a. Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. Architectural coordination (10%). Refer to Exhibit L.
9. Record Drawings: Fee \$12,000
- a. 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 \$55,000

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	\$ 1,858,568	
B. Supplementary Services	<u>\$ 667,927</u>	
<i>Total Professional Services</i>	\$ 2,526,495	
C. Reimbursable Budget	<u>\$ 55,000</u>	
Total Contract		\$2,581,495

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 (INSURER A: XL Specialty Insurance Company, etc.)

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 CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of West Lake Hills, TX) and 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: December 15, 2022

Project: **Burleson Police Facility Expansion**
Burleson, Texas

PROJECT DESCRIPTION

Burleson Police Facility Expansion: 62,500 sq. ft., 2-story (including 38,500 sq.ft. new construction and 24,000 sq. ft. light renovation of existing building); \$23 million approximate construction cost.

- Includes 4,500 sq. ft. partial support building.
- Includes new ICC-500 storm shelter
- Includes one visit to site during design to observe existing conditions
- Includes up to 5 site observation visits during Construction Administration (3 site visits to be timed to incorporate required storm shelter inspections)
- Does not include site structures, such as parking shade structures.

BASIC SERVICES

Structural Engineering services described as follows:

Schematic Design

- Evaluate framing system and column layout
- Prepare preliminary narrative describing proposed structural system
- Prepare preliminary framing plans for typical conditions
- Prepare preliminary structural demolition drawings as needed
- Assist soliciting and evaluating proposals for geotechnical report
- Consult regarding design criteria (floor loading, code requirements, etc.) and project delivery schedule
- Attend local design meetings and conference calls

Design Development

- Prepare structural plans, typical details and wall sections of the selected structural system
- Prepare structural demolition drawings as needed
- Prepare draft specifications
- Consult regarding geotechnical recommendations and impact on the project; evaluate geotechnical recommendations for foundation design and coordinate with the geotechnical consultant
- Consult regarding fire resistance requirements and their impact on structural systems
- Attend local design meetings and conference calls

Construction Documents

- Prepare designs and drawings for bidding and construction of the primary structural system and foundation
- Prepare structural demolition drawings as needed
- Assist with details and specifications of architectural components (exterior walls, suspended room dividers, catwalks, steel stairs) - excluding curtainwall design
- Prepare structural specifications and assist with related architectural sections such as earthwork, masonry, miscellaneous metals, etc.



L.A. FUESS PARTNERS Structural Engineers

- Coordinate structural documents with architectural documents and other engineering disciplines based on information provided
- Attend local design meetings and conference calls

Bidding/Contract Negotiation

- Attend a pre-bid conference call, if requested
- Assist with subcontractor bid evaluation
- Prepare structural addenda as necessary
- Respond to questions from bidders

Construction Administration

- Attend a pre-construction conference call, if requested
- Interpret or clarify documents during construction
- Review required structural submittals for conformance to contract documents
- Review and evaluate material tests and inspection reports
- Periodic conformance review during structural construction
- Provide three Storm Shelter Observations with reports to the Authority Having Jurisdiction and others
- Prepare structural compliance letter at conclusion of construction

Services Excluded

- Design of curtainwall systems
- Design of cold-formed metal framing
- Geotechnical engineering and inspection of related aspects of construction (e.g., backfill, soil compaction, pier drilling, foundations)
- Construction cost estimating
- Construction related services (e.g., earth retention systems, concrete shoring systems, temporary bracing of steel frames, underpinning of adjacent foundations)
- Inspection or supervision of construction
- Review of construction submittals other than those required by the contract for construction
- Services relating to permitting of work for construction
- Verification of existing conditions, materials and dimensions of existing structures

FEES FOR BASIC SERVICES

Professional Fees for Basic Services are proposed as follows:

STIPULATED SUM BASIS

Police Facility (including new construction, light renovation, and support building)	=	\$ 165,000.
ICC-500 Storm Shelter	=	\$ 15,000.
Total (including ICC-500 Storm Shelter)	=	\$ 180,000.

Fees will be invoiced monthly based on estimated completion by contract phase:

Phase	Percentage
Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	45%
Bidding Phase	5%
Construction Phase	20%



L.A. FUESS PARTNERS

Structural Engineers

REIMBURSABLE EXPENSES

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

<u>Item</u>	<u>Estimated Amount</u>
Local Transportation or mileage at IRS standard rate	\$ 400.
Total Estimated Reimbursable Expenses	\$ 400.

Note regarding printing: Proposal includes providing drawings in electronic format (PDF, for example). Any required printing will be a reimbursable expense.

QUALIFICATIONS

- Client to provide subsoil investigation and professional geotechnical engineering recommendations for design of foundations, slabs supported on soil, subsoil drainage and earth-retaining walls.
- Proposal does not include design of site structures (e.g., paving, stairs, site walls, retaining walls, bridges, shade structures, arbors) located outside of building perimeter, unless noted otherwise above.
- Proposal does not include design of landscape structures.
- Revit BIM software will be used for the production of Construction Documents. Proposal includes conventional exchange of structural plans, sections, and details for document coordination and construction purposes. Progress copies of Revit model may be provided to design team for reference during coordination. Copy of "as is" Revit model may also be made available for contractor use upon receipt of executed L.A. Fuess Partners' Electronic File Waiver & Indemnification Agreement. L.A. Fuess Partners Inc. retains ownership rights to and control of structural Revit model.
- Level of Development (LOD) of design Revit structural model will be less than or equal to LOD 300 (as defined by AIA document G202). An LOD greater than 300, if requested, may be available as an Additional Service
- Proposal does not include issue of early-release structural documents (for bidding, permitting or construction of foundation or superstructure prior to release of complete project documents).
- Proposal does not include printing for Owner, City or Contractor review, or for permitting or construction.
- Client to provide as-built drawings of existing construction to be modified or appended. Verification of existing conditions, materials and dimensions is not included in this proposal.
- Existing building structure components may be included in the design Revit structural model, but only to the extent necessary to define scope, detail, and dimensions of new structure
- Attendance at local design meetings (requiring travel of up to 50 miles from L.A. Fuess Partners office) is included in Basic Services.
- Out-of-town meetings: Attendance at out-of-town design meetings (greater than 50 miles from L.A. Fuess Partners office) is available as an Additional Service.

ADDITIONAL SERVICES

Services required and authorized beyond the scope of Basic Services will be invoiced on the basis of personnel time and expenses.

- Employees Table of employee rates available on request.
- Expenses 1.00 times cost.

CONTRACT FORM

L.A. Fuess Partners and Client intend to execute a formal written agreement for professional services. This proposal will serve as the agreement for professional services unless and until a subsequent formal written agreement for professional services is executed.

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 for professional services is executed.



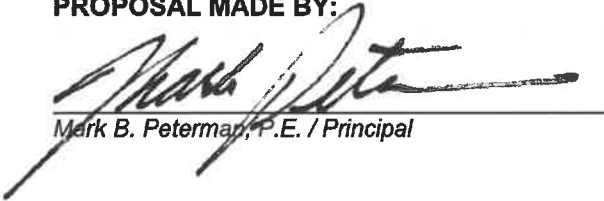
L.A. FUESS PARTNERS Structural Engineers

DURATION

This proposal is valid for a period of 6 months from the date that the proposal was made and signed by L. A. Fuess Partners below.

- END OF PROPOSAL -

PROPOSAL MADE BY:



Mark B. Peterman, P.E. / Principal

L.A. FUESS PARTNERS Structural Engineers

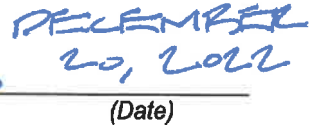
PROPOSAL ACCEPTED BY:



(Client Signature)



(Client Printed Name)



(Date)

December 16, 2022

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

RE: Burleson Police Station

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects ("Architect") for technology consulting services for the new Burleson Police Station. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project scope will cover both new construction and renovation to an existing police building. The new construction will add approximately 34,000 square feet to the exiting police building. The new construction is programmed for a full training center (8,000 SF), new communications center (3,000 SF), and additional police operations space (23,000 SF). Also include as new construction will be a 4,500 SF support building. This will be constructed within the sites secured perimeter. The existing police building is 24,000 SF and has a described scope of work for a light renovation. Total interior square feet at the end of the project will be approximately 62,500.

Extensive site work will be a part of the project to connect the cities adjacent Municipal Courts building. Both plats will be combined into a single property. The rear parking areas for both existing buildings will be combined and fenced to create a secured parking area for each the buildings employees. The front parking areas will be refinished as public parking area. The total area of both sites is approximately 7 acres. The total project budget for the project has been estimated at over 36 million dollars, with a construction cost over 23 million dollars.

The project includes the key features listed below:

1. An existing 24,000 SF police building will be lightly renovated. It was constructed in 2015.
2. The addition to the police facility will bring the total square feet to 62,500.
3. The support building will use economical construction methods. This building is assumed to contain basic storage and house specialty police vehicles.
4. The existing police site will be combined with the adjacent municipal courts to create a single city site.
5. The full recommended programed space needs totaled ~~69,000 SF~~.

62,500 S.F. *MM*

I. SCOPE AND DESCRIPTION:

A. Scope of Work

The technology systems scope shall include the following work:

(Note: scope removed with ~~strike through~~ indicates scope to be preformed by City-IT department and their preferred vendor.)

1. Communications Infrastructure:

- a) General planning and design coordination of communications rooms including Telecommunications Service Entrance Facility (TEF), Main Communications Room (MC/MDF), and Intermediate Communication Distribution Rooms (IC/IDFs). *(Note: City-IT will manage program and coordination within the rooms along with their preferred vendor.)*
- b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.
- c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks. *(Note: this assumes ME will be responsible for documenting all raceway on construction documents, following coordination and direction by City-IT.)*
- ~~d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.~~
- ~~e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi mode and single mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.~~
- ~~f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 6 and/or Category 6A UTP copper media.~~
- ~~g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.~~
- ~~h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms~~

- ~~i) **Outside Plant Communications Backbone Infrastructure:** Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull-boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by M-E Engineers, Inc.~~
- j) **Service Provider Utilities:** Design, specification, and coordination of service provider raceway infrastructure from property line to demarcation point within building. Please note that all cable and associated terminations shall be specified and provided by the Telecommunications Service Provider. Actual documentation can either be coordinated with Civil Engineer or shown by M-E Engineers, Inc.

2. Distributed Antenna System (DAS):

- a) Produce performance-based specification for cellular and 2-way radio distributed antenna system (DAS) to repeat and amplify wireless signals within building. Performance specification will be issued as part of a base building RFP to obtain bids and award the DAS technical RF design and install to a wireless manufacturer and/or provider. All raceway and MEP requirements will be coordinated with the selected wireless vendor. Additionally, final DAS design (including cable routing, placement of antennas and other equipment, etc.) will be coordinated with selected vendor to ensure final design is fully properly integrated into the building design and function.

3. Audio Video Systems

- a) **Infrastructure:** Design and specification of AV system infrastructure including conduit, floor box and poke-thru devices, junction boxes, enclosures, specialized back boxes and device detail drawings. *(Note: raceway design to be based on coordination with City-IT and vendor.)*
- ~~b) **Hardware:** Design and specification of audio video systems required hardware components including equipment cabinets and racks, projector and video flat panel mounts, motorized lifts, etc.~~
- ~~e) **Head-end Equipment:** Specifications, equipment lists, equipment layouts on plan drawings, system one-line flow diagrams for audio, video and control systems showing their interconnectivity. Equipment shall include video conferencing (if required), audio and video amplification and distribution equipment, digital signal processors (DSP), ATSC tuners, CODECs, video scalars, signal converters, audio and video source equipment, control system CPUs, touch panel controllers, program and ceiling loudspeakers, assistive listening system (per ADA), projection screens and HD projectors, professional video flat panel displays, AC power sequencers, etc.~~

4. Security System:

- a) ~~Electronic Access Control System: Design and documentation of raceway to support access control system. Design of employee access control components including head end monitoring equipment, system controllers, card readers, keypads, 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.
- b) ~~Intrusion Detection System: Design and documentation of raceway to support intrusion detection system. Design of intrusion detection components including head end monitoring equipment, system controllers, door status monitors, motion sensors, duress buttons, and glass break sensors.~~
- e) ~~Video Surveillance System (CCTV): Design and documentation of raceway to support video surveillance system. Design of video surveillance system components including video cameras, video directory servers, network video recorders and/or storage devices, multiplexers / switchers, video monitors, camera controllers, and computer workstations.~~
- d) ~~Central Monitoring Station: Design of a central security monitoring station including computer workstations, video displays, event call up video displays, multiplexers, video matrixes, and camera controller joystick / keypads.~~

5. Acoustical Design:

- a) HVAC System Noise and Vibration Control: Provide design guidelines, details, and specifications for noise and vibration control measures. This includes review of all wall, ceiling, and floor types relative to the building HVAC system. Up to two acoustical analyses will be performed for each area within the building with a formal report summary provided.

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.
 - f) Provide demolition drawings as needed.
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.
 - e) Provide demolition drawings as needed.
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 (relative to raceway scope).
 - b) Review shop drawings (relative to raceway scope).
 - 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:

#94,000

- A. Services Fee: Lump sum amount of ~~\$148,000~~ plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

Schematic Design:	\$12,000
Design Development:	\$24,000
Construction Documents:	\$28,000
Bid/Negotiation:	\$ 2,000
Construction Administration:	\$14,000
Total:	\$80,000

- B. Additional Services:

- 1. Acoustical Design (HVAC): +\$14,000 = **\$94,000 total**

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.

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 20 day of DECEMBER, 2022

Organization: PRINKLEY SARGENT WIGINGTON ARCHITECTS

By: [Signature] Title: SENIOR PRINCIPAL

Cc: DENNY BOLES
Chris Jones-ME/Denver
Austin Simmons-ME/Denver
Mike Hart-ME/Denver
Drew Shively-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.~~

EXHIBIT H

September 20, 2022

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

RE: Burseson Police Facility Addition & Renovation

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects for mechanical and electrical engineering services for the new construction of the Burseson Police Facility Addition & Renovation. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project scope will cover both new construction and renovation to an existing police building. The new construction will add approximately 34,000 square feet to the existing police building. The new construction is programmed for a full training center (8,000 SF), new communications center (3,000 SF), and additional police operations space (23,000 SF). Also include as new construction will be a 4,500 SF support building. This will be constructed within the sites secured perimeter. The existing police building is 24,000 SF and has a described scope of work for a light renovation. Total interior square feet at the end of the project will be approximately 62,500.

Extensive site work will be a part of the project to connect the cities adjacent Municipal Courts building. Both plats will be combined into a single property. The rear parking areas for both existing buildings will be combined and fenced to create a secured parking area for each the buildings employees. The front parking areas will be refinished as public parking area. The total area of both sites is approximately 7 acres.

The total project budget for the project has been estimated at over 36 million dollars, with a construction cost over 23 million dollars.

The project includes the key features listed below:

1. An existing 24,000 SF police building will be lightly renovated. It was constructed in 2015.
2. The addition to the police facility will bring the total square feet to 62,500.
3. The support building will use economical construction methods. This building is assumed to contain basic storage and house specialty police vehicles.
4. The existing police site will be combined with the adjacent municipal courts to create a single city site.
5. The full recommended programed space needs totaled 69,000 SF.

GENERAL SCOPE OF WORK

1. New Construction
 - a. Heating, ventilating, and air conditioning, including the design of a digital building automation system to interface with the existing system.
 - b. Smoke control system design, if required, in accordance with the requirements of the Life Safety Report and Smoke Modeling results, both by others. Note, Smoke Modeling can be provided by ME Engineers as noted in the Optional Services Section.
 - c. Plumbing design including water, sanitary sewer, storm and natural gas systems. Plumbing fixtures will be scheduled and utilities will be designed to within 5'-0" of the building for coordination with the Civil Engineer.
 - d. Fire sprinkler/standpipe systems will be designed via a performance specification and will be bid to licensed fire protection contractors. Fire protection design will include sizing of the main service line and entry, scheduling of the fire pump (if applicable), coordination of main distribution piping,

- INCLUDE ONE SITE VISIT DURING DESIGN TO OBSERVE EXISTING CONDITIONS.

RAM

- and review of shop drawings and hydraulic calculations (deferred submittal) during Construction Administration. The selected Fire Protection Contractor ~~will~~ be the "Engineer of Record."
- e. Electrical design including normal power, emergency power, mechanical equipment power, equipment room layouts, receptacle layouts and circuiting. Power requirement coordination with low-voltage system(s) consultant(s).
 - f. Lighting design including interior lighting, exit/egress design, parking lot lighting, circuitry, lighting controls, and fixture schedules.
 - g. Fire alarm system will be designed via a performance specification with general device layouts shown on plans.
 - h. If required by AHJ, prepare prescriptive energy code compliance documentation (COMcheck or equivalent). Envelope construction information and surface areas will be provided to ME Engineers by the Architect for energy code compliance verification. As Architect of Record, Architect will seal the relevant sections of the energy code compliance statement. If required, an energy model can be provided for energy code compliance; however that Work is subject to an additional service fee.
 - i. Production in Revit software in accordance with, and per the limits established by, Exhibit A, "ME Engineers' BIM Protocols."
2. Existing Renovation
- a. Evaluate and provide recommendation and design for the expansion of the existing digital building automation system to the new building scope.
 - b. The specification of new plumbing fixtures where required in renovated restrooms or locker rooms.
 - c. Note for the adjustment of fire sprinkler heads where ceiling updates affect layouts or types.
 - d. Design receptacle layouts in renovated areas, where required. It is assumed existing electrical equipment is sufficiently sized for minor renovation work and new equipment will not be required.
 - e. The design of lighting layouts and lighting control in affected renovated areas.
 - f. The notation for the adjustment of fire alarm devices in renovated areas.
 - g. Production in Revit software in accordance with, and per the limits established by, Exhibit A, "ME Engineers' BIM Protocols."

H. PROVIDE DEMONSTRATION DRAWINGS AS NEEDED.

SCHEMATIC DESIGN PHASE

1. Meet with the architect and design team to fully understand the schedule, scope of our work, design goals, and construction budget.
2. Review alternative systems, which may include sketches for pricing purposes along with a list of advantages and disadvantages. This may include an evaluation of available utilities and existing conditions.
3. Attend necessary conferences and be available for general consultation.
4. Prepare drawings, which will include schematic diagrams, approximate space requirements, and indicate preliminary equipment for the mechanical, electrical, fire protection, plumbing and specialty systems.
5. Prepare brief narrative which may include a written system description to establish the scope of work and aid in pricing by others.
6. Develop design criteria for the MEP systems to be used for Architect and Owner's review and approval.
7. Participate/review independent contractor's budget estimates.

B. PROVIDE DEMONSTRATION DRAWINGS AS NEEDED.

DESIGN DEVELOPMENT PHASE

1. Continue to meet with the Architect, other consultants, and Owner to fully define the nature and scope of work for this part of the project.
2. Meet with representatives from The Building and Fire Departments to determine Code Requirements for the facility. Coordinate with Code Consultant (if applicable) to fully understand unique code implications.
3. Meet with utility providers to understand design requirements, processes, and schedule.
4. Prepare documents to establish and describe the systems to be used in the project based on the results of the schematic design phase. This will include defining materials, major equipment,

schedules and approximate space requirements. General system layouts will be developed for coordination with other disciplines.

5. Prepare a draft specification representative of the final specification for the project. This will include relevant sections of our master specification and an initial edit.
6. Participate/review independent contractor's budget estimates.

7. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

CONSTRUCTION DOCUMENT PHASE

1. Plans and specifications will be finalized during this phase for competitive bidding of the MEP systems. The plans will be computerized using Revit 2022. The specifications will be in standard CSI format for inclusion in a project manual.
2. ME Engineer's personnel will attend meetings with the design/construct team during this phase to support the project.
3. Analyze site and utility data furnished by the Civil Engineer. Coordinate data with utility companies, Architect, and other consultants.
4. Present and review plans and specifications at intermediate completion levels with team to verify the systems and details comply with the Owner's required criteria.
5. Assist Architect and other consultants in coordinating the MEP work with other divisions of the design documents.
6. Participate/review independent contractor's budget estimates.

7. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

CONSTRUCTION ADMINISTRATION PHASE

1. Review of shop drawings, manufacturer's submitted data, and samples furnished by the contractor.
2. Furnish interpretation of the construction documents as requested by Architect to resolve construction and interference conflicts.
3. Conduct up to 3 site visits during this phase to observe and report on general compliance with the engineering design documents. After each visit, provide a written report to Architect stating observations regarding compliance with the Contract Documents.
4. Perform a final observation and prepare a checklist of deficiencies or omissions observed.
5. Review of warranties and related documents required by the Contract Documents and assembled by the Contractor.

EXCLUSIONS

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

1. Preparation of documents for multiple bid packages ~~or accommodate bid alternates.~~
2. Participation in Value Engineering meetings and/or redesigns after the Construction Documents phase has begun.
3. Computerized analysis of building operations for purposes of comparing system types, projecting system or operation cost, projecting system payback, LEED certification, or Energy Code compliance documentation.
4. Site utilities design beyond 5'-0" of the building.
5. Acoustical and or vibration analysis or design.
6. Specialty lighting design and digital renderings.
7. Lighting photometric calculations for areas designed by specialty lighting design consultant. Including but not limited to entitlement site lighting photometric calculations.
8. Street Lighting Design.
9. Solar studies including daylighting evaluation, glare studies, calculations, modeling or simulations.
10. Humidification system design.
11. Design of the following Technology Systems are excluded and are provided as an alternate service. (Refer to separate technology systems proposal)
12. Attendance at weekly project meetings during construction.
13. Load readings on existing electrical systems.
14. **Commissioning of mechanical or electrical systems.** This can be provided for additional fee.
15. Analysis associated with local utility demand side management, thermal storage, or other rebate programs feasibility.

16. Using CAD/Revit standards or layering strategy, project specifications or design standards other than ME Engineers in-house standards.
17. Off-site utility provider study and analysis.
- ~~18. Underdrain, perimeter drain, and other foundation drainage systems.~~
19. Work associated with Green Building Rating/Certification System Efforts. See Optional Services.

FEE PROPOSAL

The following fee(s) are scheduled for your use and are negotiable. We propose a lump sum fee with the allocations as noted below.

Schematic Design	\$35,000
Design Development	\$57,000
Construction Documents	\$104,000
Construction Admin.	\$44,000
<hr/> Total	<hr/> \$240,000

OPTIONAL SERVICES

The following optional services are offered for your consideration:

1. Energy Modeling for Code Compliance (for projects that are not able to comply prescriptively and/or through the envelope tradeoff options)
Create a whole-building energy model (BEM) to demonstrate energy code compliance via the 'performance path' in ASHRAE or the IECC Standards.
Additional Fee To Be Determined Once System Types and Output Criteria are Quantified
2. Commissioning for IECC 2015 Compliance
Per the 2015 IECC the project will require commissioning prior to occupancy. City of West Lake Hills requires the Commissioning Agent be identified prior to issuing a building permit. This added service scope is to serve as Commissioning Agent (CxA) for commissioning the building MEP systems in compliance with the requirements of Section C408 of the 2015 IECC. This effort will be limited to HVAC, plumbing and electrical systems as noted in the code. This does not include the Commissioning effort required for LEED Certification.
Additional Fee \$ 16,000.00
3. Smoke Control Modeling
Utilize CONTAM software for smoke control modeling and analysis. Depending on project specifics and AHJ requirements, Smoke Control Modeling will be used to establish requirements for stair pressurization, hoistway pressurization, floor exhaust and/or pressurization, and atrium exhaust. Results will then be used to design the applicable systems. Scope includes providing a Rational Analysis Report for submission to Building Department. Scope does not include Special Inspector services, which may be required by Code.
Additional Fee: TBD once project requirements are defined

FEE CONDITIONS

1. Additional Services
For any additional services not included above, a lump sum fee will be negotiated or we will be compensated on a time basis at our prevailing hourly rate schedule.
2. Reimbursables
Reimbursable expenses will be billed monthly at cost plus 10% for the following: Long-distance telephone calls; travel costs to the site, including transportation and subsistence; messenger service; express mail; printing costs (except for the normal exchange of drawings during design) for distribution of plans and electronic submittal record copies.
3. Schedule and Continuity
We understand the project will run without interruption and is scheduled for completion on or before

2025. If there are extended delays beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation.

TERMS AND CONDITIONS
(See EXHIBIT "B")

If acceptable, please sign below and return a signed copy to ME Engineers for our records. This proposal, together with all attached Exhibits, will create a binding contract between the parties. We must receive a signed copy of this proposal prior to performing substantial work.

We thank you for this opportunity, and we are looking forward to working with you on this project.

Sincerely,

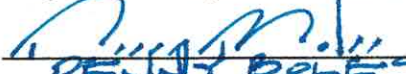


Tim deNagy, P.E.
Senior Electrical Associate

M-E ENGINEERS, INC.

Approved and accepted this 24TH day of OCTOBER, 2022.

Brinkley Sargent Wiginton Architects

By: 
DENNY BOLES
Title: SENIOR PRINCIPAL

**ME ENGINEERS
HOURLY RATE SCHEDULE – 2022**

DALLAS OFFICE

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.

An additional 10% cost will be charged on all reimbursable expenses such as travel, rental car, hotel, postage, overnights, long-distance telephone, printing, etc.

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.

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, 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, 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 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 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. 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 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 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 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 and shall be implemented without additional liability to ME Engineers.

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.

ME ENGINEERS' TERMS AND CONDITIONS

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

ME Engineers 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 \$2,000,000. 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, (the Client) agrees to indemnify and hold ME Engineers 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.~~

EXHIBIT I



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

19 September 2022

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

Re: **Burleson Police Facility Renovation & Addition**
Burleson, TX
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 Burleson Police Facility Renovation & Addition project. We look forward to the opportunity to work with you.

Project Scope

We understand this project to consist of a renovation to approximately 62,500 SF with an estimated construction cost of \$23,232,103. Access by Design proposes to provide the following services:

- 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	\$ 1,210
TAS Plan Review	\$ 1,510
TAS Inspection	\$ 1,510
TDLR Project Filing Fee	\$ 175
Total	\$ 4,405

PRELIMINARY INSPECTION \$1,210
 \$5,615

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.

EXHIBIT J



301 Commerce Street
Suite 1410
Fort Worth, TX 76102
817-697-4996
anna.carrillo@carrilloeng.com

City of Burleson Police Facility
Estimated Budget Amounts for Civil Professional Fees
Proposed Bldg and Associated Site Improvements
1161 SW Wilshire Blvd, Burleson, TX 76028
September 20, 2022

As requested, please find below a summary of projected site civil engineering fees for the above referenced project. We have also included Additional Services as requested, which we can provide if required and/or requested by the Client and/or Owner.

Project Understanding

Civil engineering plans will include site civil plans for "private" improvements onsite including the following:

1. Paving plans and site dimensional control plans;
2. Utility plans for utilities to serve the proposed building
3. Drainage plans
 - a. This scope assumes onsite detention will be required.
 - b. Will include an Erosion Control Plan. We understand a SWPPP will be provided by the Contractor.
 - c. This does not include effort to design for Storm Water Quality or Green Storm Water Infrastructure. If required, this will be considered additional services.
4. Grading plans for site improvements.
5. Given this scope of services assumes all site improvements will be private it does not include preparation of plans for public infrastructure. If required, these will be considered additional services.
6. If the proposed building footprint lies on existing easements, these will need to be abandoned and/or revised. We have included effort for this in the Additional Services table below based on an assumed 24 hours of effort and preparation of up to (2) metes and bounds easement exhibits.
7. We included fee for up to ten (10) project meetings throughout project.

8. PROVIDE DEMOLITION PLANS AS NECESSARY.

Fees

Below are the proposed fees for the project tasks anticipated for this project. All fees listed are Lump Sum unless otherwise noted.

Basic Services:

Task	Fee	Percent of Total
Schematic Design	\$17,250	15%
Design Development	\$23,000	20%
Construction Documents	\$40,250	35%
Bidding & Negotiation	\$3,450	3%
Construction Administration (Includes up to 4 site visits including a punch walk)	\$31,050	27%
<i>SITE PLAN SUBMITTAL AND APPROVAL</i>	<i>\$12,000</i>	100%

\$127,000



301 Commerce Street
Suite 1410
Fort Worth, TX 76102
817-697-4996
anna.carrillo@carrilloeng.com

Additional Services (if required)		
Topographic Survey (7 acres). The site boundary will be included based on the final plat boundary.	\$20,000 to \$24,000	
Re-platting (7 Acres)	\$8,500 + tax	
Site Plan Submittal and Approval	\$12,000	
Easement Abandonment/Revisions (up to 2 easements)	\$8,000	
Franchise Utility Coordination (based on 30 hours of effort)	\$5,000	
Reimbursable Expenses Allowance	\$2,500	

Services Excluded from this Proposal

- Submittal Fees;
- Boundary Survey;
- Subsurface Utility Engineering (SUE);
- Tree Survey;
- Offsite Drainage Study or Grading Permit;
- Easement Documents other than noted above;
- Public Infrastructure Plans;
- Traffic Impact Analysis;
- Zoning, PD, Special Use Permit, or other entitlement process or Updates;
- Traffic and Transportation Management Plan;
- Storm Water Pollution Prevention Plan, Implementation or Inspections;
- Landscape and Irrigation Plans or Tree Mitigation Plans;
- Franchise Utility Coordination other than noted above;
- Design of Gas, Chilled Water, Steam, Electric or Communication Systems;
- Site Lighting or Photometrics;
- Geotechnical Reports or Paving Section Recommendations;
- Structural Retaining Wall Design and/or Permitting (over 4 ft from footing to top of wall); and
- Any item not included in the Scope of Services above

Fees include effort to address up to two (2) rounds of reasonable review comments from each respective review agency and/or Client and don't include changes to design intent from either Client or City. Fee amounts shown below are labor costs only and exclude application fees, etc. to be paid by Client or Owner.

Anna Carrillo
DEWITT BOHES
SENIOR PRINCIPAL
OCTOBER 24, 2022



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

December 16, 2020

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

ATTN: Denny Boles

RE: Burleson Police Renovation & Addition

Burleson Police Renovation & Addition

Engineered Commissioning Scope Proposal

Engineered Commissioning Plan shall be developed by a Professional Engineer and puts building in compliance with current IECC 2015 Code requirements for HVAC.

Per your request the following attachment describes the scope of commissioning for the HVAC system and for the project.

Burleson Police –

Reno - Approx. 28,000sf -

New Construction – Approx. 34,000sf

- Sensors approx. 75-80%
- Units
 - o Detail testing 35 – 50%
 - o Global testing ALL
 - o Reviewed in commissioning software 100%

Scope : Mechanical / Electrical / Plumbing Systems

Line items with xx% see bottom of proposal for percentage to be detail tested for fee.

- a. Develop Commissioning plan for project and coordinate with project schedule.
- b. Conduct commissioning meetings during project with Contractors to cover commissioning items for project as required. (kick-off, pre-commissioning site walk, as needed during commissioning)
- c. Issue prefunctional checklist as needed and/or review Contractor Start-Up Reports.
- d. Performance verification and documentation during functional testing of systems per design engineer's plans and specifications and provide associated reports and issues log.
- e. Check calibration of **65 - 80%** DDC space temperature sensors against temperature indication on DDC control system.
- f. Check operation of **50%** CO₂ sensors.
- g. Check detailed functional testing of heating and cooling sequences for **35-50%** of the HVAC units. (Units not selected for detailed testing will be tested globally as allowed by owners DDC system.)
- h. Check 100% of MAUs operating in proper sequences.

- i. Check and verify operating schedules for **35-50%** mechanical units, exhaust fans and pumps are per owner requirements.
- j. Check operation of **35-50%** exhaust fans to insure operating per specified sequence.
- k. Review Test and Balance report.
- l. Review temperature set points in controls for both occupied and unoccupied modes are set document and send to Owner, Owner to confirm. In BAS controls.
- m. Coordinate with Engineer, General Contractor and Sub-Contractors on problems that arise during commissioning process and document solutions.
- n. Review HVAC control graphics for each unit type. Owner and Controls Contractor during commissioning process to confirm graphics meet Owner standards.
- o. Spot check lighting controls are programmed and operating per plans and owner requirements.
- p. Spot check water heaters as needed.
- q. Final % of equipment and sensors to have detailed functional testing to be determined based on final mechanical design when equipment quantity and system type is known, to match fee provided.
- r. Additional after hours site visits for Commissioning and field verifications of afterhours operation will be billed hourly.

Building Envelope (As it affects Building Performance and Comfort) (max 2-3 trips)

- a. Spot Check building envelope during construction for drain plane integrity.
- b. Spot Check building envelope during construction for thermal plane integrity.
- c. Spot Check base flashing during construction.
- d. Spot Check window flashing during construction.
- e. Spot Check mechanical unit flashing during construction.
- f. Provide report for each trip.

General and items not in scope.

- a. **If repeated Re-Commissioning of systems is required due to lack of Contractor Performance, the contractor will bear the cost of the Re-Commissioning Work. This will be communicated in writing before Re- Commissioning begins. (recommissioning due to contractor non performance is Minimum \$2,500 charge per trip)**
- b. For Mechanical Commissioning to begin on a unit
 - a. Mechanical Start-up must be completed with forms turned in.
 - b. Test & Balance must be completed and turned in.
 - c. Any Pre-functional Forms must be completed and turned in. (controls and mechanical)
- c. Owner should retain money from Mechanical, Controls, T&B contract until ALL commissioning items have been satisfactorily completed.
- d. Test and Balance is NOT part of this contract.
- e. Weekly meetings not in scope, only meetings required by commissioning agent.
- f. Extra review of engineering submittals no in scope.
- g. 3rd party review of Engineering not in scope.

h. Envelope commission not part of base mechanical scope, option included as listed.

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 will submit information on Commissioning software as needed by Commissioning Agent. Contractor to maintain monthly license of commissioning software for duration of commissioning process. 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)

Currently all equipment (sensors, thermal cameras, data loggers) used by HCE are included in fee.

Total Fee for Mechanical Commissioning = \$95,000

Optional Envelope = \$10,000 (2-3 Site Visits with reports)

No travel reimbursement included in base fee. Travel will be billed as "Trip Charge" to include miles, hotel, meals, etc., flat charge per trip.(no back-up to be provided for reimbursement billed as flat trip charge)

Travel reimbursement "Trip Charge" **per trip = \$600.00**

If there are any additional required services and required retesting shall be billed at the following hourly rate:

COMMISSIONING SERVICES	RATE
PRINCIPAL COMMISSIONING AGENT	\$275.00
LEAD COMMISSIONING TECH	\$225.00
COMMISSIONING TECH	\$165.00
ADMINISTRATIVE/CLERICAL	\$ 80.00

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

HCE

BY:


DENTON BOLEYS

BY: _____

DATE:

DECEMBER 20, 2022

DATE: _____

19 September 2022

This is a proposal submitted by **KENDALL + Landscape Architecture** (called Landscape Architect), address: 6976 Santa Barbara, and Dallas, Texas 75214.

Brinkley Sargent Wiginton Architects (called Architect) agrees to employ the Landscape Architect to provide professional services for the landscape development associated with the **Burleson Police Building – Burleson, Texas**.

I. PROJECT DESCRIPTION

- A. Police Building
- B. Courts
- C. Training Center
- D. Support Buildings
- E. Associated parking.

Handwritten: 6. (1) ON-SITE MEETING TO REVIEW DESIGN WITH CITY.

II. SCOPE OF SERVICES

The Landscape Architect will provide the following Landscape Architectural services:

- A. Schematic Design
 - 1. Conduct a project initiation meeting with Architect to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - 2. Conduct a site analysis to understand the opportunities and constraints inherent in the site.
 - 3. Prepare a schematic design plan and graphics that include:
 - a. Plaza design
 - b. Planting design
 - 4. Prepare preliminary cost estimates for the schematic design solution.
 - 5. Review the plan and estimates with the Architect and other Consultants for input and approval to proceed.
- B. Burleson Landscape Ordinance Requirements review and approval
- C. Construction Documents
 - 1. Prepare final construction documents for the Hardscape items:
 - a. Horizontal control for the pedestrian spaces.
 - b. Vertical control and drainage for the pedestrian spaces.
 - b. Lighting fixture selection at the pedestrian spaces.
 - 2. Prepare final construction documents for the Softscape items:
 - a. Final planting plans for the project, including locations and identification of all plant materials and plant list showing quantities, sizes, varieties and conditions of materials.
 - b. Final irrigation plans for the project.
 - 3. Details.
 - 4. Technical specifications.
 - 5. Prepare bidding documents.
 - 6. Coordinate work with the consultants.
 - 7. Review all work with the Architect and Consultants for input and approval before issue of bidding set.
- D. Bidding
 - 1. Prepare and solicit bid proposals as part of the architectural package.
 - 2. Make any necessary Addenda for bidding and prior to construction.
 - 3. Assist the Architect in final bid evaluation.
- E. Construction Observation
 - 1. Check and approve construction materials samples, shop drawings and any other submissions for conformance with contract documents and design intent.
 - 2. Make 2 trips to the site to assist the Architect in observing the progress, process, and quality of the installation of applicable Hardscape and Softscape items.
 - 3. Provide the Architect with 2 field reports documenting site activity observed with any recommendations regarding the construction necessary to assure conformance to contract documents, desired quality, and design intent.
 - 4. Approve plant materials to be used on the project.

5. Approve the staking of tree locations, plant materials layout and quality of planting installation.
6. Approve the staking of irrigation head locations, materials layout and quality of the irrigation system installation.
7. Conduct final inspection of the landscape and site development and, upon completion of the punch list items; recommend acceptance to the Architect.

III. COMPENSATION

- A. See Schedule "A" attached for compensation.
- B. Fees will be charged monthly for the percentage of work completed plus reimbursable expenses incurred.
- C. Payment is due upon 30 days of receipt and is payable to the offices of Kendall + Landscape Architecture, 6976 Santa Barbara, Dallas, Texas 75214.

IV. ADDITIONAL SERVICES

- A. Payment for such services will be mutually agreed to prior to initiating the services and will be billed on same monthly basis plus reimbursable expenses.
- B. Hourly rates for additional services shall be billed as shown below:

Principal	\$185.00 per hour
Project Landscape Architect	\$120.00 per hour
Clerical	\$80.00 per hour
- C. The following additional services may be included in this scope of services if authorized in writing by the Architect.
 1. Revisions to drawings previously approved by the Architect.
 2. Services of consultants other than stated above.
 3. Preparation of as-built drawings.
 4. Construction surveying, staking, and verification.
 5. Public presentations and additional presentations beyond those outlined above.
 6. Assist the Architect in making decisions on all claims except those regarding the scope of work stated in this contract.
 7. Representation in litigation and/or negotiations.
 8. Changes to drawings caused by inaccurate survey information.
 9. Change Orders as caused by participants other than the Landscape Architect.
 10. Fountain equipment design and documentation.
 11. LEED design and/or documentation.
 12. Planned Development creation or existing modification.
 13. Tree survey will be provided by a surveyor.

V. ARCHITECT'S RESPONSIBILITIES

- A. The Architect will provide full information about requirements for this part of the project including the program requirements and layouts of known site features or restrictions.
- B. The Architect will furnish the Landscape Architect with a copy of the certified survey of the site showing information pertinent to this part of the project.
- C. If, during any visit to the project, the Architect or his representative observes or otherwise becomes aware of any defect in this project, prompt written notice will be sent to the Landscape Architect.

VI. TERMINATION OF AGREEMENT

- A. This agreement is terminated upon written notification from the Architect. It also may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other.
- B. In the event of termination due to the fault of others than the Landscape Architect, the Landscape Architect shall be paid for services performed to termination date, including reimbursements then due, plus terminal expenses necessary to end these services and send any pertinent documents to the Architect.

VII. INITIATION

If the Agreement is satisfactory, the Architect can initiate the services described above by signing both copies and returning one copy for the Landscape Architect's file.

The Landscape Architect will initiate these services upon receipt of that authorization.

Respectfully submitted,



Michael S. Kendall, ASLA

KENDALL + Landscape Architecture

19 September 2022


Accepted

DENNIS BOLES
Printed Name

SENIOR PRINCIPAL
Title

OCTOBER 24, 2022
Date

SCHEDULE "A"

19-Sep-22

The Landscape Architect shall be compensated as follows:

	<u>Total</u>		
1. Schematic Design	\$8,500.00		
2. Design Development - Code and DRC Review	\$5,000.00	Landscape	Irrigation
3. Construction Documents	\$6,500.00	\$4,000.00	\$2,500.00
4. Bidding	\$500.00		
5. Construction Observation	\$3,500.00		
<hr/>			
Total Design Fee	\$24,000.00		