

## 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 LANDDESIGN, INC. (“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 in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

### **3. COMPENSATION.**

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Two Hundred and Fifty Thousand and 00 /100 dollars 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 submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of 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  
Attn: Tommy Ludwig  
141 W. Renfro St.  
Burleson, TX 76028

**LANDDESIGN, INC.**

Attn: Heth Kendrick, Partner  
5301 Alpha Road, Suite 24  
**Dallas TX 75240**

**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 that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**27. NON-EXCLUSIVITY.**

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

**28. NO THIRD-PARTY BENEFICIARIES.**

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

**29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.**

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

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

**30. OWNERSHIP OF DOCUMENTS.**

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property upon payment for Services completed under this Agreement. 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.

**31. COUNTERPARTS; PDF SIGNATURES.**

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

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**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

**LANDDESIGN, INC.**

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

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

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

Name: Heth Kendrick

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

Title: Partner

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

Date: January 2, 2023

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney, Assistant City Attorney,  
or Deputy City Attorney

## **ATTACHMENT A**

### **I. Scope of Services**



**JANUARY 3, 2024**

**ATTACHMENT A  
SCOPE OF SERVICES**

**CITY OF BURLESON WEST END PROPERTY SITE PLANNING PROJECT**

**CITY OF BURLESON PARKS AND RECREATION DEPARTMENT**  
LandDesign PN: 8523117

Based on the Request for Qualifications provided by the City on October 20, 2023, and corresponding interview with the Client on November 9, 2023, the Consultant shall provide property analysis and site planning for approximately 52.7-acres of proposed mixed-use development. Uses for the mixed-use development may include relocation of existing City facilities and softball complex in addition to recreational amenities, pedestrian and vehicle thoroughfares, restaurant/retail, parking, and a pond. The site planning will include a detailed evaluation of connectivity between sidewalks, greenbelts, trails, recreation, commercial and municipal uses.

The Consultant shall work collaboratively with the City to develop a thoughtful Site Plan for the overall development. The Site Plan shall be developed over three (3) stages resulting in a final Site Plan as outlined below.

**PROJECT MANAGEMENT**

The Consultant is committed to providing the City with a dedicated team for this and each additional assignment under the long-term relationship.

For overall project administration, Heth Kendrick shall serve as the primary point of contact, with the City's Project Manager (PM), marshalling the expertise and resources needed through all project phases. Consultant anticipates employing a dedicated, core team of individuals:

- Project Manager / Point of Contact – Heth Kendrick
- Design Expertise (Parks and Recreation) – Beth Poovey
- Park and Recreation Programming – Ben Donsky
- Civil Engineering Expertise (Planning) – Ray Waugh
- Civil Engineering Expertise (DFW) – Brian Dench
- Studio Leader / Project Manager – Rita Schiller
- Project Designer(s) – *Mix of Designers*

This size and mix of team skills has been found ideal for these types of collaborative efforts, with additional supporting staff brought in for specific project elements (renderings, detailing, branding) as needed. The Consultant is a multi-disciplinary firm offering planning, urban design, landscape architecture, and civil engineering, which is a differentiator that has proven to be of great value to the Consultant's Clients.

**SUB-CONSULTANTS**

In addition to the Scope of Services described below, the following are other team members that may be required for the project:

- A. Architect.
- B. Surveyor.
- C. Land Use Attorney.
- D. Geotechnical Engineer.
- E. Environmental Engineer.
- F. Traffic Engineer.
- G. Dry Utility/Underground Utility Location Consultant.
- H. Sustainability/Renewable Energy Consultant.
- I. Noise Consultant.

- J. Structural Engineer.
- K. MEP Engineer.

The City shall be responsible for providing other sub-consultants which may be required for the Project. If the City desires the Consultant to procure and manage sub-consultants to provide these design services, then a 10% mark-up will be added to sub-consultant fees.

The Consultant shall coordinate with the City to ensure that the work prepared by sub-consultants is fully coordinated, however the Consultant is not responsible for the work prepared by sub-consultants provided by the City.

#### **SCHEDULE**

The Consultant has outlined a high-level design process/schedule for the project. The proposed project schedule indicates a series of logical steps beginning with the project initiation. This schedule is a general outline and based on discussions with the City. If necessary, the schedule may be adjusted to accommodate holidays or avoid regularly scheduled meetings, or to coordinate with presentations by the City's other sub-consultants:

- 01/2024: City Council approval of agreement, notice to proceed.
- 11/2024: Final Deliverable to City.
- 02/2025: Call of the Election with City Council.

#### **I. PRE-DESIGN, VISIONING, AND PROGRAMMING**

#### **PHASE 100**

Upon notice to proceed, the Consultant shall perform a thorough review of all existing site plan/design documents provided by the City and meet with the City to fully understand the project goals and vision. This effort will include a briefing on project status to date as it relates to previously submitted plans, City program considerations, budgets (if available) and confirmation of the anticipated schedule of milestone submissions, and deliverables as well as other planned projects of local and/or regional impact. The purpose of this effort is to become synchronized with the team as quickly as possible in order to prepare plans and assist in upcoming submissions. Portions of this overview may be completed in the time period preceding, during, and following the site visit described below. This site visit is an important part of the Consultant's property analysis and site planning processes to fully understand the character and layout of the existing land and the surrounding context and community.

Specific efforts will likely include the following items:

- A. Review site information available from the City and advise the City of any additional information determined to be pertinent to the preparation of concepts. The information requested by the Consultant may include:
  - 1. Bookings and reservations at the existing softball fields, etc.
  - 2. Current and future programming needs for events at City Hall, the Library, Senior Center, and other key partnerships. This may include local precedents and National Best Practices that the City considers to be comparable in programming, scale, and scope.
  - 3. An understanding of Project funding through various City departments as it would influence the site planning and property analysis process.
  - 4. Existing market analysis studies, both completed or underway.
  - 5. Existing marketing studies and branding studies.
  - 6. Demographic studies and reports.
  - 7. Resident surveys for requested parks and recreation uses, retail tenants, or community events.
- B. Compose a digital base map utilizing approved data provided by the City, based on boundary and topographical surveys, and shall include all known physical and environmental features. The base map will be compiled from available data and/or a topographic/boundary survey to the level of detail available and deemed necessary for site planning. The Consultant shall work with the City to ensure that the latest information is

available or identify other base information that is required.

- C. Review existing codes and related documents as necessary, including those prepared by others, which may be relevant to the development of this site, in order to fully understand the opportunities and constraints that must be considered in the property analysis and Site Plan.
- D. Review utility and stormwater management requirements and environmental conditions/constraints. This may include a brief overview of the local and regional requirements (environmental requirements, development regulations, approval/permitting process). The Consultant shall coordinate with City's other environmental sub-consultants as required.
- E. Begin to gather imagery and information related to the site, program, and character precedents that may be relevant to the Project.
- F. Consider the potential phasing of the project including, but not limited to, the inclusion of a future parking garage and corresponding removal of surface parking for additional available land uses.
- G. Utilizing the existing documents from the City as part of the property analysis, the Consultant shall schedule and conduct a site visit of the property to determine the character of the site, surrounding uses, and evaluate unique features that might be the focus of character areas as the Site Plan develops. The site visit described here shall be an initial overview, not a detailed field inventory or survey of existing conditions. Typically, the Consultant shall review these items on-site:
  - 1. Property boundary and limits of study.
  - 2. Topography, aspect, and slope considerations.
  - 3. Hydrology (Major and minor drainage ways; water resources; or any overlay requirements).
  - 4. Vegetation (Major vegetation covers; vegetation characteristics – such as species, age, heritage trees, quality, etc.).
  - 5. Ecological and environmental factors.
  - 6. Access and related Infrastructure (Highways, roads, and railways).
  - 7. Historic and cultural sites and landmarks.
  - 8. Existing land use patterns.
- H. The site visit period would ideally be a day trip made by key Consultant team members, with time allocated for in-person meetings with the City as well as on-site field investigations. The Consultant would anticipate spending most of the visit on-site, including the adjacent context area. It is very important that a person or a group from City's team that is knowledgeable about the property join.
- I. Following the site visit, the Consultant shall re-group with the City for a debriefing conversation to share initial impressions and discuss other information identified that may be needed for the commencement of site planning and continuation of the property analysis.
- J. Attend up to two (2) meetings with the City for coordination efforts, one of which shall include a Kick-Off work session. The purpose of this meeting with the City shall be to discuss project goals, desired programming, schedule refinement, budgets, branding, etc. This meeting will allow the Consultant to gain a clearer understanding of Project history, position, and future needs from the City as well as understand the key goals for the public and private realm portions of the development. It is assumed all meetings shall be held in the Dallas-Fort Worth area.
- K. The Consultant shall conduct initial interviews with potential public investment partners, stakeholders, and agencies which may include the following:
  - 1. City of Burleson Mayor.

2. City of Burleson City Council members.
3. Key City staff across project lead departments including, but not limited to, Parks and Recreation, City Manager's office, Economic Development, Library, and Senior Activity Center.
4. Key City support staff across City of Burleson departments including, but not limited to, Public Works and Engineering, Traffic, and TxDOT.
5. Key partner agencies including, but not limited to, the Burleson Area Chamber of Commerce, Arts & programming providers, and area Sports Associations.
6. It is anticipated that all interviews will occur on or the day following the scheduled Kick-Off work session.

**DELIVERABLES**

- i. The Consultant shall prepare a summary of key findings and conclusions that will inform recommendations and guide the Site Plan process. The Consultant team shall build from the findings from the interviews and meetings to create an outline summary of opportunities for the Project based on the Consultant's expertise in mixed-use development, national and local market trends, tourism attraction, leveraging public open space, phases of parking, and general models for the development of the site that meets the development goals.
- ii. The Consultant shall provide the City with a compilation of base maps, provided to the City in a digital format.

**II. PRE-DESIGN, VISIONING, AND PROGRAMMING SUPPORT / MARKET POSITION (AGORA PARTNERS) PHASE 900**

- A. Agora Partners, Subconsultant, will support the City and the Consultant in the efforts above to provide an understanding of the opportunities within the region for a competitive market position.
1. Agora Partners will support the efforts outlined in the previous task to understand the overall opportunities based on existing programming demand and use. This includes participating in site visits, City and stakeholder meetings, property analysis, evaluation of unique features and land use context.
  2. The Consultant team will review available on-line information and provide three (3) comparable examples of local mixed-use developments or other destinations that would be competitive with the project, analyzing each for programmatic gaps and activation opportunities at the project.

**III. COMMUNITY ENGAGEMENT SESSION 1 PHASE 710**

- A. Community Engagement shall be structured in collaboration between the Consultant and City to provide opportunities for the community to provide feedback on the Project vision, goals, and ideas related to programming. Activities with the community shall be purposeful, meaningful, and shall be guided with graphic precedent images and engaging activities to gain insight and feedback relevant to the Site Plan process. Overall, this scope of work is intended to be informative while building excitement within the community.
- B. The Consultant recommends this meeting occur after the City Kick-Off meeting but before the initial interviews.
- C. It is anticipated that the City shall provide advertising, notification to residents, and secure a meeting location for this engagement session with the community.

**IV. COMMUNITY ENGAGEMENT SESSION 1 SUPPORT (AGORA PARTNERS) PHASE 910**

Support and attendance with the second Community Engagement Session.

**V. INITIAL SITE PLAN AND CHARETTE PHASE 120**

Based on an understanding of the site programming, phasing and land use scenarios, interviews, meetings with City staff, and community feedback, the Consultant shall initiate the



process of developing an Initial Site Plan.

- A. The Initial Site Plan process shall begin with one (1) collaborative, two-day charrette including the City at the site or in the Burlison area. The goal of the charrette is to generate site plan options and create exhibits depicting how the various program elements will fit within the Project through placemaking and a focus on creating a destination for the community. The Consultant shall review all existing site conditions and development information prior to the charrette. During the charrette, the Consultant, in close collaboration with the City and City's design consultants, shall further define the project vision and positioning and clarify future schedules, meetings, and other considerations. During the charrette, the Consultant will explore ideas and concepts with an understanding of the property and review Preliminary Plans with the City. These plans will be in the form of hand-drawn graphics and supporting precedent imagery with notations as needed. Following the charrette, the Consultant shall develop a charrette document that illustrates the points of discussion, findings, and initial design thoughts.
- B. Based on the outcome of the charrette, the Consultant shall prepare up to three (3) Initial Site Plans illustrating the various development opportunities and challenges that the subject site presents given the existing conditions, development program, phasing, and development schedule. These diagrams shall also identify the specific areas of the site that, based on the existing base information, appear to be most suitable for certain types of development and those that contain characteristics that could discourage development activity. These diagrams may include, but are not limited to, the following:
  1. Ranges and dimensions of various open space programmatic uses.
  2. Public open space defined by program type and identified by acreage.
  3. Identify opportunities and quantify acreage of private development.
  4. Existing and potential pedestrian and bike connectivity, points of street/transportation access.
  5. Stormwater management location and acreage.
  6. Existing site grading, including key spot elevations.
  7. Exhibits and perspective renderings of potential site plans to include circulation of the site.
- C. The project program shall be designed to be multifunctional and flexible to allow for adaptability for programming throughout the year. The program elements may include, but are not limited to, the following:
  1. Relocation of existing City facilities and softball complex. This may include:
    - i. No less than three (3) softball fields.
    - ii. Concessions area.
    - iii. Restrooms with consideration for access.
    - iv. Proximity of the complex location and access to main roads.
  2. Recreational amenities appropriate for a Community Park. Amenities may include:
    - i. Pond for stormwater drainage, recreational, and aesthetic purposes.
    - ii. Sports Courts (i.e. pickleball, tennis, basketball, etc.).
    - iii. Skate Park.
    - iv. Splash Pad.
    - v. An all abilities play area.
    - vi. Activity nodes throughout the park.
  3. Definition of pedestrian thoroughfares, sidewalks, and overall pedestrian connectivity.
  4. City of Burlison City Hall.
  5. Public Library.
  6. Senior Activity Center.

7. A gathering space, indoors and/or outdoors, for community events and/or public rental.
  8. Restaurants, or Food and Beverage destinations.
  9. Retail, with an emphasis on visitor experience.
  10. Food Truck access and parking.
  11. Options for parking including an option for parking garage.
  12. Wayfinding and project identification signage.
  13. Options for unique amenities that would become an attraction for tourism.
  14. Public roadways and infrastructure.
  15. Exhibits and perspective renderings of potential site plans to include circulation of the site.
- D. The Consultant will utilize photographs, graphics, and illustrations to support and convey underpinnings of the Project design themes while developing the “big-picture” of the design approach. The Consultant shall advance the specific recommendations for the project that will inform land use, including an understanding of areas and land uses as they relate to Project funding through various City departments. These are not intended to be the detailed, refined diagrams as developed in future final Site Plan process but are intended to push the process of decision making and exploration of the “Big Idea”.
- E. Attend up to two (2) meetings with the City for coordination efforts. It is assumed all meetings shall be held virtually or in the Dallas-Fort Worth area.
- F. The Consultant shall conduct follow-up interviews with public investment partners, stakeholders, and agencies which may include the following:

1. City of Burleson Mayor.
2. City of Burleson City Council members.
3. As identified by the City, the Consultant shall participate with the City and engage local real estate developer(s) active in the Burleson area to elicit reactions and feedback to the Initial Site Plan diagrams.

**DELIVERABLES**

- i. Initial Site Plan options, up to two (2).
- ii. Design studies, exhibits, perspective renderings, and diagrams.
- iii. The Consultant shall prepare a summary of key findings and conclusions from the charette and follow-up interviews that will inform recommendations and guide the final Site Plan process.

**VI. INITIAL SITE PLAN AND CHARETTE (AGORA PARTNERS)**

**PHASE 920**

- A. Agora Partners, Subconsultant, will support the City and the Consultant in the efforts above to guide the Program development during the charette and initial site plan concepts. Subconsultant will participate in the charette and follow-up documentation and specifically provide expertise in the following areas:
1. Identify and document national and/or local case studies and projects of similar size and characteristics that address similar themes proposed for the Project. As an example, this might be a "Recreation-Adjacent Civic Community", or a "Mixed-Use Recreational Development". These are only examples of the descriptive language the Subconsultant may utilize to convey the differentiation between the various site plan concepts.
  2. Considerations for differentiation of the project within the broader marketplace.
  3. Provide a matrix of programming and activities divided by category (i.e., fitness, public art, entertainment, games, etc.) and size (small, medium, and large), including guidelines for seasonality, frequency, and target audiences, as well as the physical requirements for each.

## VII. FINAL SITE PLAN AND SUMMARY

## PHASE 150

- A. Following the interviews and meetings with the City, the Consultant shall refine the Initial Site Plans, studies, and concepts and create one (1) Final Site Plan that defines the overall character of the Project. Photographs, graphics, illustrations, and perspective views shall support and convey underpinnings of the overall design themes. The purpose of this is to develop, refine, and translate the Initial Site Plan ideas to a preferred Final Site Plan, incorporating all programmatic ideas, expressing land use patterns, spatial requirements, and infrastructure needs in a graphic format.
- B. The Final Site Plan shall depict the physical arrangement of the Project at an appropriate scale and will include street network, land use relationships for the location/extent of parks and recreation, non-residential areas, conceptual building footprints, driveways/parking, the public realm, amenities, and open space areas. The Consultant shall provide a Development Program Summary indicating development areas in terms of area size, land use and product type, densities, and open space.
- C. The Final Site Plan may include, but is not limited to, the following:
  1. Connectivity Plan: Street and Pedestrian Framework
    - i. The plan will address vehicular and pedestrian connectivity within the site and adjoining areas as appropriate. General concepts for streetscape shall be addressed. The plan will define a street and path hierarchy and provide typical sections for types and character. The Consultant may study alternative approaches to optimize the constructability of the project balancing construction cost with the program.
    - ii. The Consultant shall develop a street and development block framework that defines the Project's basic access and block structure:
      1. Incorporates site access points and parcel access easements.
      2. Consideration of mobility and active transportation.
      3. Quantifies total anticipated right-of-way which shall be based on an assumed City street right-of-way standard.
      4. Quantifies "net" developable acreage, defined as development blocks minus street right-of-way.
  2. Development Program Summary
    - i. Based on the Final Site Plan, the Consultant shall develop a development summary which quantifies the Project's potential development yield. This may include, but is not limited to, the following:
      1. Site acreage for defined land uses.
      2. Assumed building footprint square footages and associated parking allotment and ratios.
      3. Parks and Open Spaces, including environmentally sensitive areas.
      4. Framework utility and stormwater management infrastructure and areas.
      5. Streets and right-of-way.
      6. Development sites (on-site).
      7. Areas of influence, including potential development sites located outside of the Project area but adjacent to the Project area.
    - ii. This summary shall outline the program recommendations received from various City departments (during the initial interviews) and, in consultation with the City, identify future investment opportunities.
  3. Final Site Plan
    - i. Based on the Connectivity Plan and Development Program Summary, the Consultant shall develop a final, illustrative Final Site Plan. This plan shall:

1. Render and illustrate a final, illustrative digital two-dimensional (2D) site plan graphic.
  2. Depict the location of land uses incorporated within the Project area.
  3. Depict typical site cross-sections to illustrate development response to elevation differences and height/form transitions to surrounding neighborhoods.
  4. Depict landscape framework, including an illustrative depiction of street trees, landscape buffers, plantings within parking areas, and plantings within open space areas.
- ii. The plans and supporting documents shall be prepared at a scale and resolution suitable for presentation purposes and in sufficient detail to address questions related to the Project program.
4. Attend one (1) meeting with the City for detailed review of the Connectivity Plan, Development Program Summary, and Final Site Plan with the City. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area. Attendance for additional meetings requested by the City shall be considered an additional service at an additional expense as listed in the Meetings phase.
  5. Consultant will coordinate with local contractors to obtain preliminary and approximated order of magnitude cost estimates based on current day costs. These cost estimates will be derived from the final conceptual layout and phasing plan. The cost estimates will be based solely upon the contractor's experience and will not be based upon any design specific information and bid quantities.
  6. Based on City input and feedback, the Consultant shall make minor revisions to the Connectivity Plan, Development Program Summary, and Final Site Plan and provide final documentation to the City incorporating the preferred plan elements and features. The deliverable to the City shall conclude the design process for this scope of work:

**DELIVERABLES**

- i. Connectivity Plan.
- ii. Development Program Summary.
- iii. Final Site Plan.

**VIII. FINAL SITE PLAN AND SUMMARY (AGORA PARTNERS)**

**PHASE 930**

- A. The Subconsultant will provide support and market activation expertise in the above tasks, with specific focus on the following:
  1. Provide the City with a preliminary analysis of Operations and Management (O+M) model(s) indicating opportunities as well as their benefits and constraints.
  2. Support the written summary "Parks and Recreation Program Plan" as well as a potential "Development Plan."
  3. Working tandem with the Consultant and the City, the team shall quantify the potential public and private investment costs for the proposed Project.

**IX. COMMUNITY ENGAGEMENT SESSION 2**

**PHASE 720**

- A. The second Community Engagement Session shall be a celebratory event to unveil the Final Site Plan and build excitement for the future Project with Burleson's residents, business leaders, City staff, and elected officials. Using the Final Site Plan deliverables as well as supporting virtual imagery tools and printed exhibits, the Consultant anticipates this second Community Engagement Session to be held on-site at the Project location, at a City of Burleson scheduled community event, or a location closely coordinated with the City. Overall, this scope of work is intended to be informative while building excitement within the community for support in the February 2025 election.
- B. It is anticipated that the City shall provide advertising, notification to residents, and secure a meeting location for this engagement session with the community.

**X. COMMUNITY ENGAGEMENT SESSION 2 SUPPORT (AGORA PARTNERS) PHASE 091**

Support and attendance with the second Community Engagement Session will be as requested and on an hourly basis.

**XI. ADDITIONAL MEETINGS PHASE 070**

A. Attendance for additional meetings and Scope of Services outside of those listed within this agreement and requested by the City shall be considered an additional service at an additional expense. These meetings/services shall be billed at an "hourly rate" at a cost per professional as defined in Attachment B. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area.

**XII. ADDITIONAL MEETINGS (AGORA PARTNERS) PHASE 090**

A. Attendance for additional meetings and scope of services outside of those listed within this agreement and requested by the City shall be considered an additional service at an additional expense. These meetings/services shall be billed at an "hourly rate" at a cost per professional as defined in Attachment B. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area.

**POTENTIAL ADDITIONAL SERVICES**

In addition to these Scope of Services, the Consultant, at the request of the City, may also be engaged for the following services under a separate agreement or as an additional services agreement:

- A. Project Branding - Conduct research to understand how best to position and promote the Project's brand identity to connect to the City of Burleson's standards for design and development, build excitement for the Project within the community, and being a consistent brand identity. The Consultant shall review and consider the City-provided market studies and brand studies, if available.
- B. Development Advisory Services, providing additional, detailed guidance to the City on recommendations in engaging with the real estate development community.
- C. A detailed Operations and Management (O+M) model.
- D. Project Marketing and Branding.
- E. Drone mapping, including topography, vegetation, and current aerial photography.

**EXCLUSIONS**

1. *Additional design fees shall be required to advance specific areas as needed at a detailed site plan level than provided in a Final Site Plan. This includes detailed site design at a smaller scale, such as 20-scale (or other appropriate), as well as design documents (SD, DD, and CDs).*
2. Site permits are not included at this time.
3. Change of Scope of Services.
4. Rezoning and Entitlements.
5. Economic Development documentation and assistance.
6. Design modifications required by City after delivery of the Final Site Plan.
7. Site lighting design or consideration.
8. Irrigation design or considerations.
9. Consultant will not contact manufacturer / fabricator / supplier for unit costs.
10. Consultant will not place site furniture/material orders to manufacturer/fabricator/ supplier.
11. Design, demarcation, and survey and coordination of private utilities.
12. Geotechnical services.
13. Design/study of off-site roads / utilities.
14. Wetlands delineation or permitting.
15. Plats including, but not limited to, ALTA survey, wetland Surveys, private utility plats, plats for off-site areas, quit claim, etc.

16. Tree Survey including tagging of trees.
17. Division 2 spec writing and/or project specification manual.
18. Site regulatory signage and/or sign plan requiring legislative approvals (i.e., wayfinding, entrance/monument, and information signage).
19. Building/signage permits.
20. Water Quality Impact Assessment.
21. Water Distribution Modeling.
22. Coordination / exhibits / negotiations with offsite property owners related to road dedications and easements.
23. Offsite Letters of Permission.
24. Design Studies for additional iteration of design beyond those specified, and alternate proposals/changes in program after completion of design.
25. Design Guidelines.
26. Vision Books and post-production documentation.
27. Noise Studies.
28. Groundwater Infiltration Testing
29. Environmental Consulting (LEED, Energy Star, etc.).
30. Entitlement support services such as site posting, hard-copy submission(s), etc., in support of the entitlement process.
31. Endangered Species Act Determination.
32. Preliminary quantities and determination of an opinion of probable cost.
33. Coordination, relocation, and abandonment of existing on-site private utilities and easements.
34. Subsurface utility location services.
35. Drainage study and downstream assessment.
36. All survey related services (topographic, boundary, tree survey, easements, plats, etc.).
37. Capacity analysis for existing public / private roadways, sanitary sewer, water, and stormwater infrastructure.
38. Wetland delineation, evaluation, survey, or permitting with the US Army Corps of Engineers.
39. Environmental assessments, if required.
40. Assistance with acquiring or abandoning easements or right-of-ways, if required.
41. Private dry utilities review and coordination.
42. Civil engineering/landscape architecture design and construction plans for any site improvements.
43. Traffic Impact Analysis (TIA) and traffic circulation review.
44. Tour of local comparable mixed-use developments.
45. Local competitive set analysis.
46. Brand identity research and analysis.
47. Development of hypothetical capital stack scenarios for public / private investment projections.

**ATTACHMENT B**

**FEES**

**COMPENSATION SUMMARY**

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
<b><u>LANDDESIGN</u></b>		
Pre-Design, Visioning, and Programming	100	\$60,000
Community Engagement Session 1	710	\$15,000
Initial Site Plan and Charette	120	\$48,000
Final Site Plan and Summary	150	\$48,000
Community Engagement Session 2	720	\$10,000
Additional Meetings / Services ( <i>Hourly</i> )	070	Hourly
<b><u>AGORA PARTNERS</u></b>		
Pre-Design, Visioning, and Programming Support / Market Position	900	\$21,800
Community Engagement Session 1 Support	910	\$5,300
Initial Site Plan and Charette	920	\$28,900
Final Site Plan and Summary	930	\$13,000
Community Engagement Session 2 Support	091	Hourly
Additional Meetings / Services ( <i>Hourly</i> )	090	Hourly

**LANDDESIGN  
 HOURLY RATES**

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

**AGORA PARTNERS  
 HOURLY RATES**

Principal	\$330.00/Hour
Associate	\$210.00/Hour
Analyst	\$110.00/Hour

All billing rates are subject to periodic adjustments at the discretion of LandDesign.

**REIMBURSABLE EXPENSES**

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions.