

October 28, 2024

Sent Via Email: rhemminger@iowacolonytx.gov

Mr. Robert Hemminger
City Manager
City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, TX 77583

RE: RFQ titled: Architectural Services for Municipal Government Center;
Scope of Work and Fee Proposal for Professional Architectural Services

Mr. Hemminger,

Thank you for your recent notification that our firm was selected for the above-noted project to plan and design for:

1. Municipal Government Center and Campus (50-acre site)
2. Support Facilities and Campus (43-acre site)

We are honored to once again work with the City and excited about the multiple assignments encompassed by the project.

Based upon our understanding of the project, the attached Exhibit A provides a detailed outline of our proposed Scope of Work. Further clarifications and conversations during the project kick-off meeting would serve to confirm key project tasks, associated milestones, and schedule for progress updates, and selected stakeholders. The resulting studies will ultimately serve as a roadmap for design and construction of future facilities government buildings and the overall campus development of both sites.

Our recommended proposal includes the following:

1. Address architectural space planning, building usage, building materials vernacular, campus site Architectural Design Guidelines, meeting rooms, offices, sustainability goals, public areas, campus outdoor spaces, potential for expansion, parking, and campus navigation, etc.
2. Site master planning including accessibility, preliminary traffic circulation review, preliminary facility siting, landscape features and suitability for future intended use.
3. Limited demand analysis, programming, and development study.
4. Programming and concept scenarios of proposed building improvements (50-acre site).
 - a. City Hall
 - b. Public Library
 - c. Municipal Courthouse
 - d. Community Recreation Center
 - e. Facilities for Administrative Offices and Meeting Space
 - f. Other facilities as determined during development of plan

5. Programming and concept scenarios of all proposed horizontal site improvements and landscape elements.
 - a. Public Park
 - b. Potential Open Area Amenities
 - c. General Site Ingress and Egress, Wayfinding, and Ancillary Support Facilities
6. Programming and concept scenarios of proposed building improvements (43-acre site).
 - a. Support Facilities
 - b. Wastewater Treatment Plant (master plan siting and general sq ft considerations only; further building design, space plan and adjacencies, OPC, etc., to be Additional Services based upon further scoping with City)
 - c. Public Works Operations
 - d. Maintenance Facility
 - e. Animal Control/Adoption Center
7. Preliminary Engineering to address drainage, detention/retention, parking, etc., will be provided by City Engineer (Adico Consulting Engineers)
8. Planning for Phased Development and Construction with Phased Cost Analysis per Phase.
9. Cost estimates for Furniture, Fixtures, and Equipment (FF&E).
10. Pre-schematic Design will address facility technology, space planning & adjacencies, environmental controls, security, lighting, seating, and accessibility requirements.
11. Conceptual design services including Final Master Plans of both sites and associated development, including rendered illustrations of the proposed Pre-Schematic improvements.
12. Develop Opinion of Probable Costs (OPC) of each proposed structure.
13. Review facility capacity based on population projections and FTE staffing needs.
14. Submission of Final Master Plan Study, Pre-Schematic Designs for all facilities (space plans, adjacencies, siting, and concepts), Final OPC, needs analysis, and other supporting documentation.

Project activities will be managed by Burditt's Director of Design & Architecture, Mark Goulas, AIA, RA, RID. Site Master Planning efforts and collaboration with City will be led by Claudia Walker, RLA, LI, CPSI, Director of Landscape Architecture and Diana Wilson, AICP, LEED AP, RLA, Director of Planning.

Attached please find our proposed Scope of Services and draft Terms and Conditions for review by you, staff, City Engineer - Adico Consulting Engineers, and legal counsel. We have structured the proposal in direct response to the scope outlined in the RFQ and following our recent teleconference discussion. Our team is prepared to proceed expeditiously upon execution of a mutually approved Professional Services Agreement. We suggest utilizing the American Institute of Architects (AIA); however, we are also agreeable to the City's standard form PSA.

Your feedback on the proposed Scope of Work is welcomed and we look forward to discussing any questions or comments regarding revisions you see as appropriate. Our goal is to make the approval process as mutual as possible, and we will respond quickly to any modifications or clarifications as required.

On behalf of all of us at Burditt, thank you again for the opportunity to collaborate with you, staff, and elected officials on this important project for Iowa Colony. We look forward to working together again for the benefit of the community!

Very sincerely,



Charles Burditt
President



Mark Goulas, AIA
Director of Design

cc: Claudia Walker, RLA, LI, CPSI, Director of Landscape Architecture

Attachment: Exhibit "A" Scope of Services
Terms and Conditions
2023 Burditt Consultants Hourly Rate Sheet

Statement of Jurisdiction:

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337 – AUSTIN, TX 78711-2337

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Exhibit A
Scope of Work and Fees

SCOPE OF WORK

The following Scope of Work follows the City's RFQ for Professional Architecture Services and further discussed with City Manager Robert Hemminger by teleconference on October 3rd, 2024. The overall Project requirements and subsequent Architectural and Planning Services will be a detailed and iterative process; therefore, the following is not intended to be exhaustive. It does serve; however, to establish a basis of agreement that certain project parameters and undertakings are to be included in the Project Scope of Work.

PROJECT UNDERSTANDING

The City of Iowa Colony owns approximately 50-acres to be developed as a Municipal Government Center including a City Hall, Library, Municipal Courthouse, and Community Recreation Center. The City also owns an additional 43-acre tract near the Municipal Government Center site which is expected to be developed with a Wastewater Treatment Plant, Public Works operations, Maintenance facilities, and an Animal Control/Adoption Center. Decisions as to the precise facilities to be located on both parcels are to be determined within the master planning exercise and study process. The process will result in visual demonstration of the proposed facilities as desired by the City. The subject parcels are located (approximately) at 4100 CR 63 (50-acre Municipal Government Center tract) and 11425 CR 65 (Public Works, Wastewater Treatment Plant, Maintenance, Animal Control/Adoption Center).

The proposed facilities intended for the future Municipal Government Center (50-acre site) potentially includes the following:

1. City Hall
2. Library
3. Municipal Courthouse
4. Community Recreation Center
5. Facilities for Administrative Offices and Meeting Space
6. Public Park
7. Various Athletic Fields
8. General Site Ingress and Egress, Wayfinding, and Ancillary Support Facilities

The proposed facilities intended for the future Support Facilities (43-acre site) includes the following:

1. Support Facilities
2. Wastewater Treatment Plant
3. Public Works Operations
4. Maintenance Facility
5. Animal Control/Adoption Center

The Project assignments are considered a first step in the process of developing both parcels (50-acre and 43-acre) for their intended purposes according to the conceptual buildout as generally understood. The initial assignment is intended to review and test previous master planning concepts (50-acre parcel) and design master plans for both new campuses and their facilities. Future built project(s), if any, shall include programming, design, and construction observation services as directed by City). The planning and design efforts of the project are intended to provide a variety of key municipal facilities and amenities for the community that are desired, needed, and important for conducting citywide services, social cohesion, education, and quality of life. Efforts must also address the need for specific support facilities that provide important services to the community; however, are not typically open to the public.

Preliminary efforts will involve key exercises affecting the outcome of feasibility and master planning including:

1. Initial studies and master planning will include (but not be limited to) architectural space planning, building usage, building materials vernacular, Architectural Design Guidelines for campus facilities, meeting rooms, offices, sustainability goals, public areas, site navigation, campus outdoor spaces, potential for expansion, parking, and campus navigation, etc.
2. Site master planning including accessibility, preliminary traffic circulation and preliminary site drainage review with City Engineer, Adico Consulting Engineers, landscape features and suitability for future intended use.
3. Programming and concept scenarios of all proposed horizontal site improvements and landscape elements.
4. General Site Ingress and Egress, Wayfinding, and Ancillary Support Facilities
5. Preliminary Engineering to address drainage, detention/retention, parking, etc. (to be provided by City Engineer; Adico Consulting Engineers).
6. Planning for Phased Development and Construction with Phased Cost Analysis.
7. Cost estimates (or allowance) for Furniture, Fixtures, and Equipment (FF&E).
8. Conceptual design services including development of a final Master Plan of the sites and associated development, including plan view renderings of the proposed Pre-Schematic improvements (both Government Center and Public Works/Wastewater Treatment campuses).
9. Development of Opinion of Probable Costs (OPC) of each proposed structure and study areas, site development, and campus improvements.
10. Review facility capacity based on population projections and FTE staffing needs.
11. Submission of Final Master Plan, Pre-Schematic Designs for all facilities (including space plans, and concepts), Final OPC, cursory needs analysis, and other supporting documentation.

MASTER PLANNING PHASES OF PROJECT ASSIGNMENTS: The following are included in the Master Planning efforts.

I. PROGRAMMING PHASE: SITE ASSESSMENT, STAFF & SELECTED USER INTERVIEWS, NEEDS ASSESSMENT, & PROGRAM DEVELOPMENT

1. Conduct Project Kickoff Meeting with City staff, selected members of Council, Council Workshop, specific board members, department representatives, additional City consultants and Project Design Team. During this meeting, a recommended Project Schedule will be presented for consideration.

2. During initial meetings, we will confirm any design intentions and preliminary program needs the City has previously established, improvements and limits of work, and team member roles.
3. Review applicable documents such as the City's Comprehensive Plan, current local development plans, prior feasibility studies (particularly the previous master plan) etc.
4. Initiate a preliminary review of relevant regulatory and current City code.
5. The City shall provide a sealed survey document of the subject properties (topography, metes & bounds, easements, existing improvements, etc.) to Burditt gratis.
6. The City shall initiate and provide Geotechnical Services and Geotech Report from bores collected at potential building sites.
7. Conduct a site assessment of the subject properties (including adjoining grounds), of preliminary site attributes such as topography, accessibility, preliminary site navigation and wayfinding, drainage, vernacular for future landscape features/vegetation, tree canopy, and suitability for additional plantings and establishment.
8. *If requested, work closely with City to develop Stakeholder Engagement Plan, initiate public outreach with selected stakeholders, partner organizations, school district, and develop web-based public survey. (*OPTIONAL TO BE PROVIDED AS AN ADDITIONAL LUMP SUM SERVICE)
9. Conduct interviews with City leaders, elected officials, department heads and staff, community or master planned community organizations for programming input.
10. Develop initial Program Statement as summarized from City input.
11. Facility layout concepts for each facility and site amenities in kind with City intended development approach.
12. Present Program Statement as understood to City for review and comment.
13. Upon City approval, finalize the Program Statement prior to proceeding with Master Planning Concept Development and evaluate against the previous Master Plan for continuity and effective alignment with the City's goals, objectives, and intentions for specific facilities. The approved Program Statement will direct the Team during the concept development and pre-schematic phases.

II. CONCEPT DEVELOPMENT PHASE: DEVELOPMENT CONCEPTS OF NEW IMPROVEMENTS, FINAL MASTER PLAN, SITE RELATED IMPROVEMENTS, UPDATED OPC

1. Confirm design intentions and preliminary program needs, improvements, and limits of work. Additionally, review facility layout concepts for designated facility and site amenities as part of the intended development approach.
2. Initiate space planning and prioritize adjacencies for each new facility. Adjacency studies attempt to establish public vs. internal City use for each building as determined by program needs identified during Phase I. The conceptual facility pre-schematic plan(s) will be developed in association with the design concepts of the proposed Master Plan.
3. While the City currently supports much of the previous Master Plan, we will provide optional concepts of the Master Plan that perhaps addresses gaps or inconsistencies. This may result in discovery of greater opportunities to match the programming goals established in Phase I. The Master Plan is an overall vision of the potential development scenarios of the subject properties as related to the proposed planned improvements.
4. Prepare first Opinion of Probable Costs (OPC) of design concept(s) of the Master Plan and associated improvements. This is a comprehensive aspect of the project assignment as multiple buildings will be conceptualized along with floor plans and space planning. The OPC of each will be detailed based on different uses such as a Recreation Facility vs. Municipal Courthouse or Public Works Bldg. As such, a range of cost factors may have differing effects on individual buildings.

5. Meet with City (and others as directed) to review and revise concept(s) of the Master Plan and present OPC.
6. Upon Client direction, present to leadership, staff, elected officials, etc., concept(s) of the Master Plan and selected rendered illustrations of associated proposed improvements.
7. The Design Team will revise a final concept as a Final Approved Master Plan based upon review comments by the City.
8. Prepare Final Master Plan of proposed improvement concepts with an updated OPC. Typically, two to three (2-3) meetings with Staff should be sufficient to complete the refinements.
9. Present the Final Master Plan and OPC to staff and Council for approval to commence with the Pre-Schematic Design Phase and Preliminary Study Report.

III. PRE-SCHEMATIC DESIGN PHASE & FINAL PRELIMINARY PLAN STUDY REPORT:

Pre-Schematic Design of Facilities, Site Structures, Landscape Amenities, and Updated Opinion of Probable Costs (OPC)

1. During this phase, the Project Schedule will be reaffirmed. Related objectives, tasks, and key milestones will be reviewed. Dates for review of Study Report will be confirmed.
2. Reaffirm the Campus Master Plan and latest OPC with City.
3. Refine conceptual facility plans to study and then finalize pre-schematic floor plans.
4. Development of Site related Architectural Design Guidelines for campus facilities will occur during this phase.
5. Develop pre-schematic exterior and selected interior views.
6. Early site evaluation by City Engineer, Adico Consulting Engineers include Preliminary Engineering Report (PER) and of other preliminary engineering considerations such as structural, & MEP as relates to building types and uses will be engaged to provide Preliminary Engineering Report (PER) or to inform architecture OPC.
7. Confirm sustainable development goals and opportunities with associated systems to be considered.
8. Update OPC in association with Pre-Schematic Design of facilities, site structures, parking, landscaping, and other improvements.
9. Meet with City for review and comment of Pre-Schematic Designs and updated OPC.
10. Draft Pre-Schematic documents for review and comment.
11. Revise per direction from City.
12. Prepare and submit Final Pre-Schematic Drawings.
13. At the conclusion of this phase, submit bound copies of Final Master Plan including concepts, OPC, and Final Pre-Schematic document.

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BASIC SERVICES FEE PROPOSAL:

Basic Services include all detailed and quoted components found in the Scope of Services included. These services shall be invoiced as a lump sum based upon a percentage of completion throughout the project assignment. Increases in project scope, assignments, cost of work, etc., as directed by City of Iowa Colony shall be provided upon mutual agreement and execution of amendment to the Professional Service Agreement or other appropriate document.

Based on the proposed Scope of Work and general program currently understood, we propose the following lump sum fees:

TOTAL BASIC SERVICES FEES:

ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000)

ADDITIONAL SERVICES

Additional assignments outside the Basic Scope of Work will be invoiced at the Burditt 2024 Established Hourly Rates Chart or at an Agreed upon Lump Sum Fee. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings or services and any such services requested by Client. All Additional Services must be previously approved by City.

REIMBURSABLE EXPENSES:

Up to ten (10) copies the Final Master Plan and early Study Document will be provided without fee. Additional copies will be invoiced at cost plus ten percent (10%). Other than the printing of more than 10 copies of the project deliverables, NO OTHER REIMBURSABLE EXPENSES SHALL BE BILLED TO CITY. NO TRAVEL EXPENSES, MEALS, OR OVERNIGHT STAYS WILL BE BILLED.

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DESIGN AND CONSTRUCTION SERVICES - The following Programming, Design, and Construction services are included in built assignment projects, when and if individual projects are awarded. **(*NO DESIGN/CONSTRUCTION DOCUMENT PHASE SERVICES ARE INCLUDED WITHOUT CITY AUTHORIZATION)**

- I. **SCHEMATIC DESIGN (SD) PHASE:** Revisit Master Plan Study, Develop Schematic Design of City directed facilities, Landscape and Site Amenities, and Updated Opinion of Probable Costs (OPC)
 1. Review and affirm recommendations and latest City-approved budget from which to initiate an approved design project. Reiterate design intentions and City's desired Program.
 2. Review preliminary site assessments, including confirming site attributes, topography, floodplain data, accessibility, Traffic Impact Analysis (TIA provided by City or as a Supplemental Service), drainage features, existing landscape features/vegetation, tree canopy, and suitability for intended use.
 3. Initiate a preliminary review of relevant and current regulatory Zoning Ordinances and Code requirements adopted by Authorities Having Jurisdiction (AHJ).
 4. Review previous Pre-schematic design and Conceptual plans and renderings.
 5. Develop Schematic Designs of desired site improvements, including architecture, landscape architecture, hardscape, parking, selected amenities relating to the building type, and a blended approach to architecture design guidelines that is consistent with the City of Iowa Colony, its history, and general goals and vision for long-term public structures in the community.
 6. Civil related assignments to be provided by City Engineer, Adico Civil Engineers.
 7. Confirm sustainable development opportunities and associated natural systems to be considered as part of the project.
 8. Develop rendered illustrations of proposed improvements and amenities including selected 3D renderings as required for visualization and decision-making purposes.
 9. Update OPC in association with more fully developed Schematic Design of facility, site development initiatives, landscapes, roadways, engineering studies, etc., as provided by City Engineer, Adico Civil Engineers.
 10. Meet with staff for review/comment of Schematic Design and OPC.
 11. Make revisions as directed by staff.
 12. Upon approval of Schematic Design, proceed with Design Development.

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II. DESIGN DEVELOPMENT (DD) PHASE:

1. Proceed with Design Development including Architecture, Structural Engineering, MEP Engineering, Landscape Architecture, Irrigation) to further develop staff approved Schematic Design, prepare DD Drawings. (* Unless specifically requested otherwise, Civil Engineering Services will be provided by City Engineer, Adico Consulting Engineers.)
2. Burditt will submit proposed subconsultant team members for City review, consideration, and final approval as members of the Architecture team.
3. Prepare Preliminary Structural, MEP, Landscape Architecture and Irrigation Design Drawings. Civil Drawings to be provided by City Engineer, Adico Consulting Engineers.
4. Facilitate a pre-development meeting with the City to confirm relevant development, zoning and code requirements, including fire lane access requirements, driveway, access, etc.
5. Prepare Draft Outline Specifications.
6. Meet with key City staff to review DD Drawings and Outline Specifications. at regular intervals.
7. Revise drawings, details, specifications, and updated OPC as applicable.
8. Present Final DD Drawings, Outline Specifications, and updated OPC.
9. Upon approval of DD Phase and OPC by City, proceed with Construction Document Phase.

III. CONSTRUCTION DOCUMENTS (CD) PHASE: Final Design is comprised of Construction Documents (i.e. drawings, schedules, specifications), and Permit Review. (*Where Civil is stated, assume City Engineer – Adico Consulting Engineers will provide these drawings.)

1. Revise & update Design Development Drawings by Landscape Architect, Architect, Civil/Structural/MEP, Irrigation Designer.
2. Review bidding requirements (front end documents) with staff/team.
3. Conduct initial assessment and preliminary accessibility review discussions with Burditt's Project Manager Architect and Registered Accessibility Specialist (RAS).
4. Prepare and review Construction Documents with the City at specific progress review milestones (30%, 60%, 90%, and 100%) as approved by appropriate City staff members with professional oversight (including City Engineer, Adico Consulting Engineers).
5. Update OPC at each progress review.
6. Produce Final Sealed Architecture Plans, Details, and Specifications.
7. Produce Final Sealed Engineering (Civil, Structural, MEP) Plans, Details, and Specifications.
8. Produce Final Sealed Landscape Architecture Plans, Details, and Specifications.
9. Produce Final Sealed Security, IT, and A/V Plans, Details, and Specifications.
10. Produce Final Sealed Irrigation Plans, Details, and Specifications.
11. Submit to TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS). Registration Fee to be reimbursed by the City as Registrant.
12. Submit Construction Documents to Authorities Having Jurisdiction (AHJ) for Permit Review and address any review comments.

IV. BIDDING AND CONSTRUCTION PHASE SERVICES: Project Manual, (i.e., bidding requirements), Bidding/Contract Award Management Support, and Construction Contract Administration services

1. Prepare Project Manual (bidding requirements and specifications) and assist staff with Bidding, Requests for Information (RFI), and Addendums as needed.
2. Prepare electronic copies of the bid package (sealed drawings and project manual) for distribution to potential bidders.
3. Participate with City staff in pre-bid meeting to review project scope, instructions to bidders, bidding dates, and probable construction timelines/deadlines.
4. Respond to RFI questions from bidding contractors in the form of Addenda.
5. Assist with bid evaluation and provide contract award recommendations to staff.
6. Coordinate (or in coordination with City) and attend the Project Pre-Construction Conference.
7. Attend scheduled construction progress meetings at regular intervals.
8. Provide Construction Observation reviews appropriate to the stage of construction to:
 - a. Become generally familiar and remain so with, and keep City staff generally informed about, the progress and quality of the portion of the construction completed.
 - b. Make reasonable efforts to identify and document defects and deficiencies in the construction.
 - c. Determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the plans and specifications.
 - d. Notify the City in writing of any observed substantial deviation from plans and specifications that may prevent the facility(s) from being occupied for its intended use.
9. Issue Observation Reports to Contractor and City staff following site visits.
10. Review Change Orders and provide recommendations to address changed or unforeseeable conditions that may arise during construction.
11. Issue Architect's Supplemental Instructions (ASI) to modify the contract documents as required due to unforeseen conditions or demonstrably insufficient information to complete the Work.
12. Perform up to two (2) General Contractor Submittal Reviews for conformance of information provided with the design intent of the Contract Documents, including shop drawings, product submittals, test results, and other submittals from vendors and contractors. Review of submittals shall not be for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
13. Perform Substantial Completion review of the project to prepare punch list items for completion.
14. Submit Substantial Completion Report to Contractor and City staff.
15. Review and certify construction progress Pay Applications as submitted by Contractor.
16. Communicate and direct contractor to prepare and deliver "As-Built" drawings, specifications, and other Close-Out documents per General Requirements.

17. Review Contractor provided "As-Built" Record drawings and specification and Close-Out documents. Submit final Close-Out documents to City and Contractor.
18. Coordinate Registered Accessibility Specialist (RAS) inspection for obtaining Certificate of Substantial Compliance (TAS 2012).
19. Conduct Final Completion Observation and Close-Out; develop and deliver final report to City Staff.
20. Walk through the project with Contractor and City staff to review relevant warranty issues within the contract scope to be corrected by the Contractor approximately 11 months after date of Substantial Completion.

EXCLUSIONS TO BASIC SERVICES:

CLIENT requests for any of the following shall be considered Additional Services and compensation to CONSULTANT shall be made according to CONSULTANT's published 2024 hourly rates (attached) or fixed fees with prior approval by the CLIENT, or as an Additional Sub-Consultant service:

- a. Cost Recovery Analysis.
- b. Life Cycle Cost Analysis.
- c. Archaeological Studies or Services.
- d. Surveying by a licensed surveyor; metes & bounds, easements, utilities, existing improvements, etc. (to be provided by City).
- e. Civil Engineering
- f. Geotechnical engineering and report (to be provided by City).
- g. Ecological/Environmental or Hazardous Assessment.
- h. Studies for hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- i. Historical Preservation.
- j. Re-design of key elements of project after Owner Approval has been given.
- k. Fire Alarm/Suppression System Design/Security Surveillance Design.
- l. Lightning Protection Systems/Design.
- m. Emergency Power Generation Systems/Design (*If Burditt is selected to perform Architectural Design through Construction Services, the Emergency Power Generation Systems/Design will be included in Burditt Team's MEP's SOW.
- n. Design of off-site utility infrastructure improvements.
- o. Drainage mitigation.
- p. Preparation of easements by separate instrument.
- q. Traffic Impact Analysis (TIA).
- r. As-Built Plans.
- s. Commissioning.
- t. Fire Hydrant Flow Test for Fire Suppression and/or Plumbing Design
- u. LEED Design or Application/Audit.
- v. TDLR Fees for filing and recording of Architectural and Landscape Architectural Construction Documents with registration review and inspection for T.A.S. compliance.
- w. USACE 404 Permitting or other Wetland and Endangered Species Mitigation.
- x. Permits and/or fees as required by local authorities having jurisdiction.

Exhibit B

**BURDITT CONSULTANTS, LLC
2024 HOURLY RATES**

HOURLY RATES APPLY ONLY TO ADDITIONAL SERVICES OR FOR REQUESTS MADE OUTSIDE OF BASIC SERVICES. Professional Services requested and approved by Client shall be provided at the following rates OR at an agreed upon lump sum fee:

DIVISION	CLASSIFICATION	RATE
DESIGN	Principal	\$275
	Program Manager	\$250
	Project Manager	\$250
	Project Architect	\$200
	Project Landscape Architect	\$200
	Licensed Irrigator	\$150
	Architect Associate	\$135
	Landscape Architect Associate	\$135
	CAD Design II	\$90
	CAD Design I	\$80
PLANNING	Senior Planner	\$180
	Planning Associate	\$150
	Geographic Information Systems (GIS) Planner	\$135
NATURAL RESOURCES	Natural Resource Planner/Forester	\$170
	Wetland Scientist	\$170
URBAN FORESTRY	Senior Urban Forester	\$170
ADMINISTRATION	Administrative Assistant II	\$70
	Administration Assistant I	\$55

Invoices are prepared monthly with payments due 30 days of receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date. Reimbursable expenses and necessary sub-consultants not currently required by project that are requested and approved by Owner shall be invoiced at cost plus ten percent (10%).

EXHIBIT C

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at Burditt Consultants, LLC's published 2024 Hourly Rates. Additional assignments include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following approval by Client, any additional services requested by Client. Additional services will be provided, with prior authorization from Client.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded monthly based upon the percentage of completion. Invoices are due and payable within 30 days of receipt. Any invoice payment due past 30 days will be subject to interest at the rate of the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

REIMBURSABLE EXPENSES

Printing costs for the Final Study Document in excess of ten (10) copies shall be paid by Client at cost plus ten percent (10)% after prior approval by Client. **NO MILEAGE OR TRAVEL EXPENSES WILL BE CHARGED.**

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

INDEMNIFICATION

To the fullest extent permitted by law, Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, and maintaining the Project. To the fullest extent permitted by law, reuse, or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of reuse by Client or by others acting through Client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the sites of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared based on Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

TDLR DOCUMENTATION:

Pursuant to Texas Accessibility Standards (TAS) and ADA Requirements, Client is responsible for any fees associated with the review, filing, and recording of the Landscape Construction Documents. If an Elimination of Architectural Barriers (EAB) project number is available, Client shall provide Burditt with the number prior to finalization of the Construction Documents. Pursuant to the requirements of the law, Burditt will file the plans for review.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Consultant, it is understood that
Proposal for Professional Architectural Services

the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

INSURANCE

Consultant shall maintain in force insurance in the following amounts

\$1,000,000 – General Liability

\$1,000,000 – Professional Liability

Commercial Automobile and Worker's Compensation in the amount required by state law.

TO BE PROVIDED BY CLIENT

Client shall provide the following information if available:

1. Legal descriptions of property (CAD)
2. Any available site plans, relevant documents, utilities or easements.
3. Sealed Design Survey (including topography, metes & bounds, easements, utilities, existing improvements, etc.) of proposed subject parcel.
4. Geotechnical Study/Report