

AGREEMENT FOR ARCHITECTURAL SERVICES

Hike and Bike Trails Project

This Agreement is made and entered into in Deer Park, Harris County, Texas on the ____ day of _____, 2019; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

BURDITT CONSULTANTS, LLC, ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains BURDITT CONSULTANTS, LLC to perform ARCHITECTURAL services related to the design and construction of the Hike and Bike Trails Project in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Attachment A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Attachment A are based on information provided by DEER PARK and ARCHITECT. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ARCHITECT to change the original Scope of Work shown in Attachment A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

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ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services shall be on a LUMP SUM BASIS as provided in Exhibit "A" of this Agreement. Any OWNER approved Additional Services shall be based upon an approved amount or based upon a time and materials basis using the Schedule of Rates and Terms provided in Exhibit "B" of this Agreement. ARCHITECT has provided an estimate of the fees for TASK I of the Work amounting to \$23,500. ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice. Future task fees shall be based upon the subsequent authorization for selected alignments of construction that relate to specific Opinions of Probable Costs provided for in TASK I.
- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK's behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ARCHITECT to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT's services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

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- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

- 5.1 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Re-Work. If any failure to meet the foregoing standard of care appears during one year from the date of completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing representation is the sole and express obligation of ARCHITECT and is provided in lieu of all other representations. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ARCHITECT following the expiration of the re-work period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.

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- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, OR LIABILITY INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM TO THE EXTENT SUCH BODILY INJURY, PROPERTY DAMAGE, OR HARM IS CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECT'S LIABILITY AT THE TIME OF JUDGMENT, AWARD OR SETTLEMENT.

8.2 ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ARCHITECT pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ARCHITECT's reserved rights as instruments of 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 OWNER, without ARCHITECT's written permission, shall be at the OWNER's sole risk

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and OWNER agrees to indemnify and hold ARCHITECT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of reuse by OWNER or by others acting through the OWNER.

- 9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ARCHITECT may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK and upon reasonable payment of the same, ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ARCHITECT are adverse to one-another in any such litigation.

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- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

- 14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

- 15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

- 16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

- 17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

- 18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

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ARTICLE 19. CAPTIONS

- 19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

- 20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ARCHITECT and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

BURDITT CONSULTANTS, LLC

By Charles Burditt
Name CHARLES BURDIT
Title PRESIDENT
Date 1-21-19

The City of Deer Park

By _____
Name _____
Title _____
Date _____

SCHEDULE A SCOPE OF WORK

December 19, 2019

Sent Via Email: csandberg@deerparktx.org

Charlie Sandberg
Parks and Recreation Director
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

RE: Professional Design Services; Phase 2 Hike and Bike Trail Improvements

Dear Charlie,

We are excited to see the City move forward with the Phase 2 Hike and Bike Trail Improvements as planned in the *Parks, Recreation, and Open Space Master Plan*. Based upon our discussions with regards to scope, timing and delivery method; the following is a proposed scope and fees for this project.

The attached Exhibit "A" provides a general understanding and outline of services to be provided along with our fee proposal. Our proposal recommends that the initial phase of services include the entire Hike and Bike Trail Improvements and routing be master planned and conceptualized as the first assignment. The resulting Master Plan should then be used to determine the appropriate segments for actual construction priority in both design and implementation. Opinions of Probable Cost will then have greater relevance and benefits can be more readily understood by staff and Council. We will have additional discussions regarding the project scheduling and project bidding/construction, etc. We look forward to meeting further upon initiation of the project kickoff.

While addressed throughout the Scope of Work, it should be expressly pointed out that our proposal of work includes all required landscape architecture only. In this scope of services, we have suggested establishing the complete master plan, including all routings and priorities in advance of engaging civil engineering services. Any civil engineering, geotechnical studies, surveying and TDLR accessibility review will be considered additional services during future phases of design outside of this contract.

All plans will be prepared under the direct supervision and Landscape Architect of Record Claudia Walker, RLA #2987, with appropriate seals affixed by representative professionals responsible for other portions of the project.

We are prepared to begin upon execution of this Proposal/Letter of Agreement, a Professional Services Agreement, and a Purchase Order (if applicable prior to proceeding).

Mail: 310 Longmire Road
P. O. Box 1424
Conroe, Texas 77305 Conroe, Texas 77304

www.burditt.com

Houston 281-447-2111
Conroe 936-756-3041
Fax 936-539-3240

Thank you for the confidence placed in our firm to execute this important project. If approved, we look forward to working once again with the Parks and Recreation Staff. Also, we would enjoy discussing any questions or comments you have regarding revisions you see as appropriate.

Very sincerely,



Paul S. Howard

/psh

cc: Claudia Walker, RLA

Attachment: Exhibit "A" Scope of Services
Terms and Conditions
Hourly Rates

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, TEXAS 78711-2337

Approval and Notice To Proceed:

By:

Date



Exhibit "A"
Scope of Services

UNDERSTANDING OF WORK

The initial project intentions are to develop plans and specifications for implementation of proposed Hike and Bike Trail alignments identified within the *2013 Parks, Recreation, and Open Space Master Plan*. A Site Feasibility Study is needed to review the proposed trail alignments and probable cost estimates and refine them with consideration of current site conditions such as engineering requirements for drainage, obstructions, available right-of-way, and other issues. Upon completion of a site feasibility study, an implementation plan will be developed for phased construction.

Task 1: SITE FEASIBILITY AND TRAIL MASTER PLAN IMPLEMENTATION PLAN, STAFF INTERVIEWS/MEETINGS, PRELIMINARY DESIGN THROUGH SCHEMATIC DESIGN DEVELOPMENT TASKS, INITIAL OPINIONS OF PROBABLE COST (OPC):

1. Conduct initial Project Kickoff Meeting with Staff and Design Team. During this meeting, a recommended Project Schedule will be presented covering an approximate planning and design period(s). Tasks will be addressed, and goals and objectives reaffirmed. A recommended schedule will be presented and refined during meeting.
2. During initial meeting with Staff, we will coordinate again on design intentions and design criteria, improvements and limits of work, team member roles.
3. Receive and review available survey information such as topography, boundary, easements, and utilities (all as applicable specific and relevant assignments).
4. Review applicable documents as supplied by Staff as to relevant regulatory and current City code status with local entity.
5. Conduct initial site issues and field inspection regarding general topography, accessibility, drainage, and suitability for intended uses.
6. Develop initial summary from meetings and site visits detailing facts and restating goals.
7. Review and provide written documentation of site constraints and opportunities considered to be site engineering related.
8. Design in accordance with Deer Park Land Development Regulations.
9. Prepare Site Feasibility Study and Implementation Plan report with included Opinion of Probable Costs (OPCs), phasing strategy, and schematic design of alignments.
10. Respond to input from staff and make revisions.
11. Finalize Hike and Bike Trail Site Feasibility Study and Implementation Plan document.

PROFESSIONAL FEES:

Task I: Site Feasibility and Implementation Plan, Staff Interviews/Meetings, Preliminary Design through Schematic Design Development, Initial Opinions of Probable Cost (OPC):

Fees are proposed on a fixed Lump Sum Basis at the following:

Task I: \$23,500

Fees included in this proposal are for Landscape Architecture services only. Any required or requested Civil Engineering, Surveying, Geotechnical, or other professional sub-consultant services will be considered additional services provided on a COST PLUS TEN PERCENT BASIS (10%). Professional Services provided by BURDITT beyond the scope of this contract are subject to rates and terms set forth in the attached *Burditt 2018 Hourly Rates* or on a Lump Sum or Fixed Basis.

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SERVICES TO BE PERFORMED BY CITY

1. Design Studies, Criteria, Data
 - a. As-built plans for existing facilities and facilities adjacent to this project, if available.
 - b. Existing geotechnical reports and data for existing facilities recently completed within the property and adjacent to the site, if available for reference only.
 - c. Utility information (plans, maps, etc.) both current and archived within the CITY of Deer Park, if available.
 - d. All available current CITY of Deer Park GIS, aerials and available survey information to date.
2. Public Involvement
 - a. Provide guidance on selecting appropriate stakeholders for public meetings(s).
 - b. Sponsor and conduct public meetings.
3. Field Surveying and Photogrammetry
 - a. Provide all available survey and photogrammetry information to date.
4. Drainage
 - a. Provide available information and studies on existing drainage areas on and off-site.
 - b. Provide hydraulic design criteria for project design.
 - c. Provide standard details and specifications as necessary to assist design CONSULTANT.
5. Miscellaneous
 - a. Provide direction necessary for aesthetic hike and bike trail design standards, treatment of proposed structures, amenities, parking and planting.
 - b. Provide copies of all licensing agreements, utility agreements and other legal instruments related to the project.
 - c. Acquire right-of-entry on any property not owned by the CITY should it be determined necessary to complete the scope of work identified within this agreement.
 - d. It is the CITY's responsibility to facilitate and coordinate with private property owners, if deemed necessary.
 - e. Provide any other pertinent information to assist the design CONSULTANT.

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TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at the Burditt established hourly rates. 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. 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 upon completion or monthly, based upon the percentage of completion. Invoices are due and payable, in Conroe, Texas, 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.

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.

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.

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 site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting 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).

STATEMENT OF PROBABLE COSTS

When included in Consultant's scope of service, statements, opinions or estimates of probable construction cost are prepared on the basis of 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.

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REIMBURSABLE EXPENSES

Necessary reimbursable expenses, such as copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, etc., shall be paid by Client at cost plus ten percent (10)% after prior approval by City staff.

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.

REIMBURSABLE EXPENSES

Necessary reimbursable expenses, such as mileage (\$.50 per mile), CAD plots), renderings on boards for public input meetings, blue or blackline prints, xerox enlargements, shipping, etc., shall be paid by Client at cost plus ten percent (10)% after prior approval by City staff.

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared on the basis of 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.

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 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.

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.

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Exhibit "B"

**BURDITT CONSULTANTS, LLC
2018 HOURLY RATES**

Hourly Basis Rates for Professional Services are as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Sr. Planner	\$135
Sr. Urban Forester	\$135
Wetland Scientist	\$135
Natural Resource Planner	\$135
Licensed Irrigator	\$110
Geographic Information Systems (GIS) Planner	\$110
Landscape Architecture Associate	\$110
Architecture Associate	\$110
CAD Designer II	\$ 90
CAD Designer I	\$ 70
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due upon 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 for Civil, Structural or MEP Engineering and approved by Client shall be invoiced at cost plus ten percent (10%).

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