

AGREEMENT FOR ARCHITECTURAL SERVICES

Phase 1 Hike and Bike Trail

This Agreement is made and entered into in Deer Park, Harris County, Texas on the ____ day of _____, [year]; 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 Phase 1 Hike and Bike Trail 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.

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Attachment B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$81,055.00 (Eighty One Thousand and Fifty-Five Dollars). 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.
- 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.

- 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 Warranty. If any failure to meet the foregoing standard of care Warranty 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 Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty 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 warranty 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.

- (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, JUDGEMENTS, FINES, PENALTIES, OR LIABILITY INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER 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 INDENMIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LAIBILITY.

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.

- 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, 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.
- 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.

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



Name

Charles Burditt

Title

President

Date

10-9-19

The City of Deer Park

By

Name

Title

Date

ATTACHEMENT A SCOPE OF WORK

Exhibit "A" Scope of Services

UNDERSTANDING OF WORK

The City of Deer Park has completed along with Consultant, an initial Hike and Bike Trail Feasibility Study along with confirmation or revisions to alignments previously identified within the *2013 Parks, Recreation, and Open Space Master Plan*. A Study and Plan was conducted to both review the proposed trail alignments and to determine Opinions of Probable Cost (OPC) estimates and refine them with consideration of current site conditions such as engineering requirements for drainage, obstructions, available right-of-way, and other issues. An initial segment and connection for the first alignment was determined and it is now the intention of the City to move into design and construction.

The City has reviewed and approved a first phase of alignments for construction to be accomplished within a \$350,000 budget. Final Design Services shall result in a complete set of construction drawings, specifications, and details to solicit bids for construction. Services will continue with assistance in review and selection of bids and construction observation through closeout.

Task I – CONCEPTUAL RENDERING OF PHASE 1 ALIGNMENT

1. Develop a digitally rendered illustration of the proposed Phase 1 Hike and Bike Trail alignment. The illustration will be a full-color rendering, suitable for web or print distribution formatted at 24" x 36". The rendering will be in plan view (overhead) with a scale appropriate to cover the entire Phase 1 alignment. The deliverable will be digital .pdf format.

Task II - FINAL DESIGN TASKS:

2. Revise and update CADD base drawings from Landscape Architect as required to prepare final Construction Documents.
3. Review bidding requirements (front end documents) with Staff and team.
4. Prepare Final Construction Document Design at specific percentages as approved by Staff; i.e., 30%, 60%, 90% & 100% completion (or other advised by Staff) Construction Documents.
5. Update Final Opinion of Probable Costs and review with Staff and team.
6. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
7. Prepare Project Manual and assist Owner with Bidding, RFI, and Addendums as needed.
8. Assist the CITY in filing the appropriate plans and documents with Texas Department of Licensing and Regulation (TDLR) for accessibility compliance with the current Texas Accessibility Standards (with review by independent Texas Registered Accessibility Specialist RAS). Consultant shall be reimbursed for TDLR Fees as a reimbursable expense.

Task III - BID/AWARD TASKS:

9. Attend meeting with Staff (Procurement Representatives) to review bidding dates, and probable construction timelines/deadlines.
10. Provide AutoCAD drawings as instructed by Staff.
11. Prepare electronic copies of bid package and forward to Staff, Procurement and to outside contract printing providers.

12. Arrange and Conduct the Pre-bid meeting at Burditt Offices or City of Deer Park facilities.
13. Respond to requests for information (RFI) and questions from bidding contractors.
14. Issue Addenda as required.
15. Tabulate Bids and Make Recommendation on Contract Award.

Task IV - CONSTRUCTION OBSERVATION TASKS:

16. Arrange and Attend the Project Pre-Construction Conference.
17. Perform Construction Observation site visits at intervals appropriate to the stage of construction as related to all project elements.
18. Issue Observation Reports following site visits.
19. Provide recommendations to address changed or unforeseeable conditions that may manifest during construction.
20. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals from vendors and contractors.
21. Prepare change orders for contractor and make recommendations for their handling.
22. Attend construction progress meetings as determined necessary between Staff and Consultant.
23. Perform Substantial Completion Site Visit to prepare punch list items for completion.
24. Submit Substantial Completion Observation Report to Staff.
25. Review Pay Applications and Submittals as required.
26. Communicate and direct contractor of required preparation and delivery of "As-Built" plans and specifications.
27. Conduct Final Completion Observation and Closeout; develop and deliver final report to Owner.

BASIC SERVICES – LANDSCAPE ARCHITECTURE PROFESSIONAL FEES – TASKS I through IV:

Tasks I: Conceptual Rendering

Fee for Conceptual Rendering of Phase 1 alignment as described in Task I is:

EIGHT HUNDRED DOLLARS (\$800)

Tasks II through III: Final Design, Bid/Award Tasks, Construction Observation

Fees for the Final Design phases shall total 9.00% of the most recently City-approved Opinion of Probable Cost at the end of Preliminary Design. The OPC for this first phase of the Hike and Bike Trail is agreed to be \$350,000. Basic Services Fees are:

THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500)

Increases to the project budget beyond the original OPC shall and directed or approved by the City shall incur additional fees commensurate to the increase in construction cost beyond the original OPC. Invoicing will be billed in the following increments:

I. Final Design Phase- 75% of Final Design Fee

Includes full set of construction drawings, specifications, and project manual for the selected design and preparation of all necessary documents for bid and construction.

II. Bidding and Negotiation Phase –5% of Final Design Fee

Includes issuance of Notice to Bidders, facilitation of Pre-Bid Meeting, responses to questions from bidders, addenda issuance as needed, and scoring of received bids with recommendation.

IV. Construction Phase - 20% of Final Design Fee

Regular site visits throughout entire construction phase, responses to information requests (RFI's), drawing reviews, change order requests, issuance of inspection reports, review/processing of contractor pay applications, final punch list, final walkthrough, and project closeout.

SUBCONSULTANT SERVICES – CIVIL ENGINEERING, SURVEYING, AND GEOTECHNICAL STUDIES

Subconsultants will be engaged to provide professional services for Civil Engineering, Structural Engineering, Topographical Surveying, and Geotechnical Studies. The following subconsultant services and fees will be provided at cost plus ten percent:

- 1. CIVIL ENGINEERING – THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$36,300)**
- 2. LAND SURVEYING – NINE THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$9,625)**
- 3. GEOTECHNICAL STUDY (INCLUDING 4 TEST BORINGS) – THREE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$3,630)**

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at an approved lump sum fee or at the Burditt established hourly rates in the attached "Burditt 2019 Hourly Rates" document. 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 requiring sub-consultants as requested by and approved in writing by Client. Additional services will not be engaged without prior authorization from Client.

SERVICES TO BE PERFORMED BY CITY

1. Miscellaneous
 - a. Provide copies of all licensing agreements, utility agreements and other legal instruments related to the project.
 - b. Prepare and coordinate any required Licensing and/or Utility Agreements.
 - c. Pay all filing; permit review, application and inspection fees.
 - d. 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.
 - e. It is the CITY's responsibility to facilitate and coordinate with private property owners, if deemed necessary.
 - f. Coordination with Harris County Flood Control District (HCFCD) regarding improvements within HCFCD easements.

EXHIBIT "B"
TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at a mutually agreed upon lump sum amount or at Burditt Consultants established 2019 hourly rates. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work or 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 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.

FORCE MAJEUR

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.

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.

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).

GOVERNMENTAL REGULATORY PERMITTING

United States Corps of Engineers (USACE) 404 Permitting or other Wetland and Rare and Endangered Species Mitigation, Report of Letter of Map Application to FEMA/TCEQ, Texas Commission on Environmental Quality (TCEQ) Permits including but not limited to Permit 401, Water Rights Permit, and SWPPP (to be provided by Contractor awarded the project), and Environmental Protection Agency of the United States (EPA) Construction Storm Water Permits are hereby excluded from any services related to the PROJECT. If requested, these services can be provided as Additional Services.

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.

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.

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.

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

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.

EXHIBIT "C"
EXCLUSIONS TO BASIC SERVICES – DESIGN ASSIGNMENTS

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 2019 hourly rates (attached) or fixed fees with prior approval by the CLIENT, or as an Additional Sub-Consultant service:

- a. Archaeological Studies or Services.
- b. Ecological/Environmental or Hazardous Assessment (see Additional Special Services).
- c. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- d. Re-design of key elements of project after Owner Approval has been given.
- e. Off-site utility infrastructure Engineering/Design.
- f. Material Testing.
- g. Design of off-site utility infrastructure improvements.
- h. Drainage mitigation.
- i. Preparation of easements by separate instrument.
- j. Construction staking.
- k. Record Drawings and Specifications
- l. Contractor As-Built Plans.
- m. Traffic impact analysis.
- n. USACE 404 Permitting or other Wetland and Endangered Species Mitigation.
- o. All permits and/or fees as required by local authorities having jurisdiction.
- p. Resident inspection of Construction Operations by Third Party.

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**ATTACHMENT B
SCOPE OF WORK**

Exhibit "D"
BURDITT CONSULTANTS, LLC
2019 HOURLY RATES

HOURLY RATES APPLY ONLY TO REQUESTS MADE OUTSIDE OF BASIC SERVICES OR COVERED BY ADDITIONAL SERVICES OR FIXED FEE CHANGE ORDERS.

<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 Boundary or Topographic Surveying, Civil, Structural or MEP Engineering and approved by Client shall be invoiced at cost plus ten percent (10%).

ARCHITECTURAL Services:

Burditt Consultants, LLC presents this proposal to complete design ARCHITECTURAL and construction services. Burditt Consultants, LLC will complete the following tasks:

1. Attend one site visit with City representatives for programming/preliminary design purposes.
2. Acquire and review any existing site topographical data to determine if additional data is needed.
3. Prepare construction plans and specifications for the proposed project, including all details, ready for construction. The construction plans and specifications will include civil, structural, mechanical and electrical components. ARCHITECT will utilize and make ready any existing City standard details as relative to the project.
4. Submit to the City for review and comment 30%, 60% and 90% complete submittals of the construction documents, followed by a 100% complete submittal, which addresses all comments.
5. Attend one site meeting with City representatives to review each submittal phase (30, 60, 90, and 100%).
6. Submit to the City three (3) sets of final, sealed construction documents and pdf copies of the sealed construction documents on digital removable media. ARCHITECT has not included post construction surveying, field as-built data collection, or other means to acquire information.
7. ARCHITECT will provide design and technical support. The scope of this task includes coordination with the City on design and construction issues as requested. In addition, ARCHITECT will make visits to the site a minimum number of five (5) times throughout the construction, including a final inspection with City Staff.
8. ARCHITECT will formally communicate with the City via e-mail on a weekly and monthly basis on the progress of the project and convey issues with their resolution.
9. In addition to the electronically transmitted weekly and monthly progress reports, ARCHITECT will be responsible for preparing as-built drawings based on comments received by contractor and owner.
10. ARCHITECT will review and advise on any design modification or changes suggested by the City.

Design Completion:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the [Project name] facility. ARCHITECT will hold a design review meeting with the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

For the 30% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

For the 60% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

For the 90% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

ARCHITECT does not intend to develop detailed specifications for all materials and equipment. For standard materials and equipment (such as valves, fittings, tubing, connectors, etc.) a recognized industry standard part number will be provided. The specification of that material by part number will be the manufacturer's specification.

The 100% Design will include pertinent specifications and complete design plan sheets. All maps and drawings will be completed using AutoCAD.

Formatting Services:

ARCHITECT will work with the City to obtain the proper permits as required by TCEQ, Railroad Commission, and local entities. ARCHITECT will facilitate face-to-face meetings with regulators to fast track permit approvals. ARCHITECT will provide updates of SPCC and SWPPP plans for the City for the improvements of this project only.

SCHEDULE B
COMPENSATION AND RATES

See ATTACHMENT A, Exhibit "B"