

INTERIM SERVICES AGREEMENT

THIS INTERIM SERVICES AGREEMENT (the “Agreement”) is entered into by and among the City of Bryan, a Texas home-rule municipal corporation (“City”) and Stonehenge Holdings, LLC, a Texas limited liability company (“Developer”), effective as of the ____ day of _____, 2019. For purposes of this Agreement, the City and the Developer are sometimes referred to herein collectively as the “Parties” and individually as a “Party”.

W I T N E S S E T H:

WHEREAS, the City issued Request for Qualifications # 19-012 for developing a new regional park, including various uses such as active recreation and green space, inclusive of an indoor facility, lake improvements, baseball/softball fields, amphitheater, pavilions, etc., and Developer submitted a Statement of Qualifications in response thereto; and

WHEREAS, the City selected the Developer to lease, finance, develop and construct a regional park to be developed on property located at the northwest intersection of Villa Maria Road and South College Avenue and is comprised of approximately 148 acres, including the former municipal golf course, two (2) existing parks, and Bryan Municipal Lake (Brazos Central Appraisal District (BCAD) Property ID 101898 (104.7113 acres) and BCAD Property ID 101897 (44.13 acres)), along with property commonly referred to as the Travis Fields but excluding the Travis Major Baseball Field in which Infinity Sports Entertainment, LLC has a facility use agreement, and including vacant land across Bomber Drive, all of which is identified by BCAD Property ID 50975 (approximately 27 acres). The property is generally described or depicted on **Exhibit A** attached hereto (“Site”); and

WHEREAS, the Parties anticipate entering into one or more Project Development Agreement(s) and/or a ground lease, or similar agreements, between the City and the Developer covering portions of the Site (such agreement(s) for the Park Project being referred to collectively as the “Park Development Agreement”); and

WHEREAS, the City and the Developer now desire to memorialize certain preliminary terms and conditions regarding the financing, development, and construction of the Park Project (“Project” or “Park Project”) before definitive agreements are executed.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pre-Development Activities. The City desires for construction of the Project to be substantially completed by Spring, 2021, with the final date of completion to be determined and set forth in the anticipated Park Development Agreement, and the Developer agrees to undertake to perform services pursuant to this Agreement in order to substantially complete the Project by the date set forth in **Exhibit D**, Proposed Timeline/Schedule, attached hereto. Such schedule requires that the following pre-development activities (collectively, the “Pre-Development Activities”) be performed by the Developer and/or certain third parties engaged by the Developer: (i) visits to the Site and attendance at meetings with representatives of the City, (ii) in consultation with the City, the selection of design, engineering, construction and other professionals and consultants necessary for the planning, design, engineering, development, construction, and financing of the Project (inclusive of private funding partners), and entering into contracts with any such professionals and consultants for the performance of such planning, design, engineering, development, construction, or financing, or financing services, (iii) in consultation with the City, the preparation of preliminary drawings, conceptual designs (“Conceptual Designs”), schematic designs, preliminary

specifications, design development, and construction documents for the Project (the foregoing drawings, design, specifications, and documents are referred to collectively herein as the “Plans”) and preliminary construction pricing and preliminary development analysis related to the Project, (iv) detailed assessment of the Site, including feasibility study, market evaluation, title review, boundary/topographical surveys, soil borings and geotechnical testing, landscape drawings, water analysis, civil engineering analysis, and/or environmental site assessment, (v) in consultation with the City, further refinement of the Plans based upon any budget constraints and/or site constraints, (vi) preparation of the final and complete Plans (including final and complete specifications) for the Project, (vii) in consultation with the City, preparation of a detailed development schedule, (viii) ongoing construction pricing based upon actual site conditions, refined plans, and the development schedule for the Project, (ix) in consultation with the City, further assessment of the transaction structure and the related financing alternatives available for the Project, (x) pro forma analysis, related to the development, construction, financing, and operation of the Project, (xi) obtaining all necessary governmental approvals and permits for the development and construction of the Project, (xii) the preparation of a final development budget for the Project, and (xiii) assisting the City in (A) satisfying the requirements of any proposed financing, (B) negotiating the terms of the financing documents, and (C) closing the financing. The Developer shall keep the City informed as to progress of all Pre-Development Activities. The Developer and the City agree to reasonably and timely cooperate with one another in good faith in connection with the Project, the performance of the Pre-Development Activities and the granting of any required approvals in connection therewith. Following preparation of the Conceptual Designs, the Developer will submit same to the City for approval. The Pre-Development Activities shall produce the Deliverables set out in **Exhibit C** hereto.

2. Entry Upon Site. The City hereby grants the Developer, its agents and employees, and third parties engaged by the Developer to provide Pre-Development Services during the term of this Agreement, the right to enter upon the Site for the purpose of conducting Pre-Development Activities upon reasonable prior notice to the City in each instance that such entry is desired. Prior to any entry by the Developer upon the Site, the Developer or its third party subcontractors, as the case may be, shall provide the City with evidence of insurance as set out in Section 7 below (“Developer Insurance”).

3. Reimbursable Expenditures. The Parties agree that the Pre-Development Activities shall be performed directly by the Developer or by third parties engaged by the Developer. All actual third-party costs and expenses (including travel, meals and lodging within the parameters of the agreed contingency amount of this Agreement) paid or incurred by the Developer or third parties engaged by the Developer in connection with the Pre-Development Activities (collectively, the “Pre-Development Reimbursables”) shall be initially funded by the Developer. The term “Pre-Development Reimbursables” shall not include reimbursements for time and administrative/overhead expenses of the Developer or its affiliates, but only actual costs and expenses incurred by non-affiliated third parties. In the event that the City and the Developer enter into the Park Development Agreement, the Pre-Development Reimbursables shall be apportioned to the Project development budget and reimbursed to the Developer from financing proceeds at the closing of the construction financing related to the Project (or as otherwise set forth in the applicable Park Development Agreement), as shown on the budget set forth on **Exhibit B** (“Pre-Development Budget” or “Proposed Budget”) attached hereto. If the Developer secures other financing partners or equity partners, Pre-Development Reimbursables may be shared by multiple parties, and will be addressed in the Park Development Agreement. The Developer must submit to the City for written approval a list of Pre-Development Reimbursables as shown on **Exhibit B**, in such detail as the City may require, expected to be incurred in the following month; provided that Developer’s submission shall not operate to limit the amount of reimbursement, which is based on the actual cost incurred by the Developer. The Developer and the City may amend the Pre-Development Budget at any time through mutual written consent of the Parties (including, without, limitation, for reasons such as to include additional Pre-Development Activities designated to be reimbursed by the City). Pre-Development Reimbursables shall not exceed \$214,000.00.

4. Work Product. The Plans, professional third party reports commissioned by the Developer (such as environmental, geotechnical, survey and market study), and other work products prepared by or on behalf of the Developer (such as budgets, *proformas* and market studies) in connection with the Pre-Development Activities (collectively, the “Work Product”) are the property of the Developer or third parties engaged by the Developer until and unless either (a) the Work Product is expressly assigned by the Developer to the City or (b) at the execution of a Park Development Agreement that includes provisions pertaining to Pre-Development Reimbursables that expressly supersedes this Agreement, or (c) in the event that this Agreement is ever terminated, the Developer receives reimbursement for all Pre-Development Reimbursables, at which time the Developer shall deliver to the City all originals of written documents or electronic information in the Developer’s possession constituting the Work Product and assign (to the extent assignable and subject to the rights of the parties other than Developer that prepared the Work Product) to the City all of the Developer’s right, title and interest in and to such Work Product or (d) in the event this Agreement is ever terminated, the Developer receives reimbursement from the City for part of the Pre-Development Reimbursables and provides the associated Work Product in part to the City and assign to the City all of the Developer’s right, title and interest in and to that portion of the Work Product. Work Product shall be delivered to City in electronic form notwithstanding delivery in any other format.

In the event a Park Development Agreement is not executed between Developer and the City, neither the City nor any affiliate thereof shall utilize the Plans for the Project, the Work Product, or any part thereof, without the Developer’s approval, within one (1) year after the date of termination of this Agreement, unless the City agrees in a separate document to reimburse the Developer for all Pre-Development Reimbursables (to the extent not theretofore reimbursed by the City hereunder) allocated to the Project for which the Plans were developed and as determined and paid in accordance with Section 5.

5. Reimbursement.

(a) The City shall reimburse the Developer the total Pre-Development Reimbursables theretofore paid or incurred by the Developer and approved by the City in accordance with Section 3; *provided, however*, that if the City terminates this Agreement with cause, or the Developer terminates this Agreement without cause, each pursuant to Section 9 hereof, the City shall not be obligated to reimburse the Developer for any Pre-Development Reimbursables incurred by Developer after the date of termination. Termination by the City “with cause” shall mean termination due to a material breach of the Developer’s obligations hereunder after written notice of such breach and failure by the Developer to cure such breach within thirty (30) calendar days. Termination by the Developer “without cause” shall mean termination by the Developer in the absence of a material breach of the City’s obligations hereunder.

(b) In the event that the City shall be required to reimburse the Developer for any Pre-Development Reimbursables pursuant to this Section 5, such reimbursement and/or payment shall be made within thirty (30) days after the City’s receipt of the Developer’s invoice therefor, supported by documentation evidencing such Pre-Development Reimbursables, including but not limited to invoices, statements, bills, cancelled checks, or other evidence reasonably acceptable to the City.

6. Indemnity. The Developer shall indemnify and hold harmless the City, its officials, officers, trustees, agents and employees from and against any and all liability, damage, loss, cost and expense (including, but not limited to, court costs and attorneys’ fees) of any nature, including those for personal injury (including death) or property damage to the extent that such liability, damage, loss, cost or expense is caused by or is attributable to the negligence or willful misconduct of the Developer, its agents or employees, but excluding claims arising from the gross negligence or willful misconduct of the City, its officials, officers, trustees, agents or employees.

7. **Insurance Requirements.** The Developer agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Agreement with the City. All parties to this Agreement hereby agree that the Developer's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance. The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. **Workers' Compensation Insurance & Employers' Liability Insurance** - To the extent that Developer has employees, Developer shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Developer shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- B. **Commercial General Liability Insurance** - Developer shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent developers, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employee shall be listed as an additional insured.
- C. **Business Automobile Liability Insurance** - To the extent Developer owns or leases automobiles that are used in its business operations, Developer shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Developer shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- D. **Professional Liability Insurance** - Developer or Developer's subcontractor(s), if providing architectural or engineering services, shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, Developer agrees to maintain a retroactive date equivalent to the inception date of the contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of this contract. Developer will be responsible for furnishing certification of coverage for 2 years following contract completion.
- E. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Developer agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- F. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - Developer may maintain reasonable and customary deductibles, subject to approval by the City. Developer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

- G. **SubContractors** - If the Developer's insurance does not afford coverage on behalf of any SubContractor(s) hired by the Developer, the SubContractor(s) shall maintain insurance coverage equal to that required of the Developer. It is the responsibility of the Developer to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the SubContractor.
- H. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.
- I. **Evidence of Insurance** - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within ten (10) business days after the full execution of this Agreement by the Developer's insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City. Renewal certificates shall be sent a minimum of ten (10) days prior to coverage expiration. Upon request, Developer shall furnish the City with certified copies of all insurance policies. The certificate of insurance and all notices shall be sent to:

City of Bryan
Risk Management
PO Box 1000
Bryan, TX 77805
Emailed to: mjones@bryantx.gov

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of Developer's obligation to maintain such insurance.

8. **Term**. This Agreement shall remain in full force and effect until the earlier of (a) mutual execution by the Parties of the Park Development Agreement that includes provisions pertaining to the Pre-Development Reimbursables that expressly supersede this Agreement, or (b) termination of this Agreement by either Party pursuant to Section 9 hereof, or (c) May 1, 2020. Upon termination of this Agreement, all obligations and liabilities of the Parties by reason of this Agreement shall cease, except that any obligations or liabilities under Sections 4, 5, 6, and 11 hereof (including but not limited to the City's obligation to reimburse Developer for the Pre-Development Reimbursables incurred by Developer up through the date of termination) shall survive any termination or expiration of this Agreement.

9. **Termination**. The City or the Developer may terminate this Agreement by written notice thereof to the other Party at any time, with or without cause.

10. **Assignment**. The Developer may not assign this Agreement, including to an affiliate of the Developer, without the prior written consent of the City.

11. **Representations and Warranties**.

(a) The Developer hereby represents and warrants to the City as follows:

(i) The Developer has all requisite power and authority to enter into this Agreement and consummate the transaction herein contemplated, and by proper action has duly authorized the execution and delivery of this Agreement and the consummation of the transaction herein contemplated and no permission, approval or consent by third parties or governmental authorities is required in order for the Developer to enter into and consummate this Agreement;

(ii) This Agreement is a valid obligation of the Developer and is binding upon and enforceable against the Developer in accordance with its terms; and

(iii) The consummation by the Developer of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule, or regulation of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the Developer.

(b) The City hereby represents and warrants to the Developer as follows:

(i) The City has all requisite power and authority to enter into this Agreement and consummate the transaction herein contemplated, and by proper action has duly authorized the execution and delivery of this Agreement and the consummation of the transaction herein contemplated and no permission, approval, or consent by third parties or governmental authorities is required in order for the City to enter into and consummate this Agreement;

(ii) This Agreement is a valid obligation of the City and is binding upon and enforceable against the City in accordance with its terms; and

(iii) The consummation by the City of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the City.

12. Miscellaneous.

(a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action shall be in a court of competent jurisdiction in Brazos County, Texas.

(b) Any notice, request or other communication given or made hereunder (“Notice”) shall be in writing and sent by any of the Parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service or (iv) by facsimile and/or Portable Document Format (pdf) email transmission. Any such Notice shall be addressed to the other Party at the addresses, email addresses, or facsimile numbers set forth below, or to such other address or addresses, email address, or facsimile number or numbers for each Party as each Party shall hereafter designate by Notice given to the other Parties pursuant to this Section 12(b):

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

To Developer:

Stonehenge Holdings, LLC
1650 Highway 6 South, Suite 430
Sugar Land, Texas 77478
Attn: Andy Schatte
Telephone: 713-491-4840
Facsimile: 281-240-2919
Email: aschatte@americusholdings.com

With a Copy to:

Jeb Brown
Attorney at Law
3100 Edloe Street Suite 220
Houston, TX 77027
Telephone: 713-439-1988
Facsimile: 832-460-3263
Email: jeb@jebbrownlaw.com

To City:

City of Bryan
Attn: City Manager
Post Office Box 1000
Bryan, Texas 77805
Telephone: 979-209-5100
Facsimile: 979-209-5106
Email: hwalker@bryantx.gov

With a Copy to:

City of Bryan
Attn: City Attorney
Post Office Box 1000
Bryan, Texas 77805
Telephone: 979-209-5150
Facsimile: 979-209-5160
Email: jhampton@bryantx.gov

Any Notice given or made by any of the means provided in this Section 12(b) shall be deemed given as follows: (i) if by registered or certified mail, the third business day following the date of mailing, (ii) if by personal delivery, the date delivered, (iii) if by recognized overnight delivery service, the business day after deposit for overnight delivery with such recognized overnight delivery service and (iv) if by facsimile or email, on receipt by the sending Party of electronic confirmation of receipt.

(c) If any action at law or in equity shall be brought to recover any payment under this Agreement, or for or on account of any breach of, or to enforce and interpret any of the covenants, terms, or conditions of this Agreement, the prevailing Party shall be entitled to recover from the other Party a reasonable attorneys' fee, the amount of which shall be fixed by the court and shall be made a part of any

judgment rendered; provided, that the City's obligation to pay attorneys' fees may be limited by the Constitution and laws of the State of Texas.

(d) The language in all parts of this Agreement shall in all cases be construed as a whole and simply according to its fair meaning and not strictly for nor against any of the parties, and the construction of this Agreement and any of its various provisions shall be unaffected by any claims, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of any of the parties. The parties do not intend to become, and nothing contained in this Agreement shall be interpreted to deem that the City and the Developer are, partners or joint venturers in any way or that the Developer is an agent or representative of the City for any purpose or in any manner whatsoever. A male or female person may be referred to in this Agreement by a neuter or masculine pronoun. The singular includes the plural, and the plural includes the singular. A provision of the Agreement that prohibits a Party from performing an action shall be construed so as to prohibit the Party from performing the action or from permitting others to perform the action. Except to the extent, if any, to which this Agreement specifies otherwise, each Party shall be deemed to be required to perform its obligations under this Agreement at its own expense, and each Party shall be permitted to exercise its rights and privileges only at its own expense. "Including" means "including but not limited to." "Include" means "include but not limited to." "Any" means "any and all." Except to the extent context requires otherwise, "may" means "may but shall not be obligated to." "At any time" means "at any time and from time to time." An expense incurred on behalf of a Party shall be deemed to have been incurred by the Party. An obligation performed on a Party's behalf and pursuant to its request or consent shall be deemed to have been performed by the Party. If a Party is required not to unreasonably withhold consent or approval, the Party shall also be required not to unreasonably delay consent or approval.

(e) Any agreements between the City on the one hand and the Developer on the other hand before the date of this Agreement and relating to the subject matter of this Agreement are superseded by this Agreement. All prior negotiations regarding the subject matter of this Agreement are merged into this Agreement. The submission of any unexecuted copy of this Agreement shall not constitute an offer to be legally bound by the provisions of the document submitted; and no Party shall be bound by this Agreement until it is executed and delivered by both parties.

(f) Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. Any reference to a Section or Article means a Section or Article of this Agreement, unless otherwise defined.

(g) Nothing in this Agreement shall be construed to permit anyone other than the City and the Developer and their respective successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

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IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, either individually or by an authorized representative, effective as of the day and year first set forth above.

CITY OF BRYAN

APPROVED AS TO FORM:

Andrew Nelson, Mayor

Janis K. Hampton, City Attorney

Date: _____

ATTEST:

Mary Lynne Stratta, City Secretary

STONEHENGE HOLDINGS, LLC

Kevin Matocha, President

Date: _____

Exhibit A
Description and Site Map

The proposed park property includes property identified as Brazos CAD Property IDs 101897 (approximately 43.13 acres), 101898 (approximately 104.7113 acres), and part of 50975 (approximately 27 acres in whole, which includes property on the east and west side of Bomber Drive).



Vacant Land

Travis Fields

Former Oil Pad Site

Williamson Park

Astin Recreation Area

Former Municipal Golf Course

Exhibit B
Proposed Budget

Items for approval associated with Bryan Park Development

1. Terracon – Soil borings throughout the site and lake area	\$78,500
2. SFA Economic study and financial proforma – Park Study	\$52,500
3. Lake Management Services – Bathometric study for lake	\$13,482
4. Burditt Architectural – Revise site plan and review studies	<u>\$50,000</u>
Sub-Total	\$194,482
Contingency (10%) – Travel expenses, etc.	<u>\$19,450</u>
Total Not to Exceed Amount	\$214,000

Exhibit C
Deliverables

March 11, 2019



Burditt Consultants LLC
310 Longmire Rd
Conroe, TX 77304

Attn: Mr. Eric Geppelt
P: (936) 756-3041
E: EGeppelt@burditt.com

Re: Proposal for Geotechnical Engineering Services
City of Bryan Regional Park
South College Ave & West Villa Maria
Bryan, Texas
Terracon Proposal No. PA1195025

Dear Mr. Geppelt:

We appreciate the opportunity to submit this proposal to Burditt Consultants LLC (Burditt) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$78,500. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.

Joseph D. Hill, P.E.
Office Manager

Alton G. Rogers, P.E.
Senior Engineer/Senior Associate

Terracon Consultants, Inc. 6198 Imperial Loop College Station, Texas 77845
P [979] 846 3767 F [979] 846 7604 terracon.com

Environmental



Facilities



Geotechnical



Materials

AGREEMENT FOR SERVICES

This AGREEMENT is between Burditt Consultants LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Bryan Regional Park project ("Project"), as described in Consultant's Proposal dated 03/11/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. CONSEQUENTIAL DAMAGES. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
By: _____ Date: 3/11/2019
Name/Title: Joseph D. Hill, P.E. / Office Manager
Address: 6198 Imperial Loop
College Station, TX 77845-5765
Phone: (979) 846-3767 Fax: (979) 846-7604
Email: Joe.Hill@terracon.com

Client: Burditt Consultants LLC
By: _____ Date: _____
Name/Title: Eric Geppelt
Address: 310 Longmire Rd
Conroe, TX 77304-2046
Phone: (936) 756-3041 Fax: _____
Email: EGeppelt@burditt.com

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Burditt and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located to the west of the intersection at South College Ave & West Villa Maria in Bryan, Texas. 30.639883° N, 96.358749° W (approximate) (See Exhibit D)
Existing Improvements ¹	Existing improvements include a lake, golf course, clubhouse, cart paths, a skate park, baseball fields and associated parking and driveway areas.
Current Ground Cover ¹	Mostly lightly vegetated
Existing Topography ¹	Relatively level
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development or geologic maps indicates subsurface conditions consist of fat and lean clays with various amounts of sand.

¹ From Google Earth Imagery

Planned Construction

Item	Description
Information Provided	The information was provided by Mr. Eric Geppelt via phone conversation and email on March 8, 2019. The following attachment was also provided: <ul style="list-style-type: none"> ■ "Master Plan (Development).jpg"

Item	Description
Project Description	<p>The project is planned to consist of the proposed development of approximately 147 acres into a multi-use park. Based upon the conceptual site plan, proposed improvements are planned to consist of the following:</p> <ul style="list-style-type: none"> ■ Sports and event center ■ Boat house ■ Expanded lake ■ Rectangular and diamond fields (assumed to be natural fields) with associated restrooms and concessions structures ■ A family recreation area with playground equipment, picnic shelters, and pavilions ■ Restaurant pad site ■ Pedestrian bridge ■ Accessory Services Vendor ■ Restaurant pad site ■ Retail pad site <p>At the time of this proposal, the size of the structures were unknown.</p>
Finished Floor Elevation	<p>Within one to two feet of existing grade</p>
Pavements	<p>The extension of Bomber Drive between Williamson Drive and Villa Maria Road with paved access drives and parking areas will be constructed throughout the site.</p> <p>We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption.</p> <p>Anticipated traffic is as follows:</p> <ul style="list-style-type: none"> ■ Autos/light trucks: 10,000 vehicles per day ■ Light delivery and trash collection vehicles: 100 vehicles per week ■ Tractor-trailer trucks: 10 vehicles per week <p>The pavement design period is 20 years.</p>

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
5	40 or auger refusal	Sports and event center
8	30 or auger refusal	Sports and event center
1	30 or auger refusal	Amphitheater
2	20 or auger refusal	Boat house
4	10 or auger refusal	Multi-use athletic fields
1	20 or auger refusal	Multi-use fields restroom and concession
4	20 or auger refusal	Family recreation area
4	6 or auger refusal	Path area
4	10 or auger refusal	Diamond athletic fields
2	20 or auger refusal	Diamond fields restaurant, restroom and concession
2	20 or auger refusal	Travis Park restroom and concession
4	10 or auger refusal	Travis Park area
1	20 or auger refusal	Williamson and Astin Park restaurant pad
1	20 or auger refusal	Girl Scout building
2	30 or auger refusal	Accessory Services Vendor
1	40 or auger refusal	Accessory Services Vendor
2	25 or auger refusal	Proprietary Recreation Vendor
5	30 or auger refusal	Proprietary Recreation Vendor
6	6 or auger refusal	Proprietary Recreation Vendor
3	20 or auger refusal	Zip Line area
3	20 or auger refusal	Planned expanded lake area
35	6 or auger refusal	Parking/driveway areas ²
2	15 or auger refusal	Detention pond areas

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
<ol style="list-style-type: none">1. Below ground surface.2. We have included limited pavement borings and depths due to the uncertainty of final grading. Lab testing is planned for these borings to determine the presence of sulfates. Additional borings may be required in the path surrounding the site depending on the type of paving material that is planned.		

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Proposal for Geotechnical Engineering Services

City of Bryan Regional Park ■ Bryan, Texas

March 11, 2019 ■ Terracon Proposal No. PA1195025



Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Method for Determining the Amount of Materials Finer than No. 200 Sieve in Soils by Washing
- ASTM D422 Standard Test Method for Particle-Size Analysis of Soils
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$78,500

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	Cost + 15%	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	25 working days
Geotechnical Engineering	35 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

City of Bryan Regional Park ■ Bryan, Texas
March 11, 2019 ■ Terracon Proposal No. PA1195025

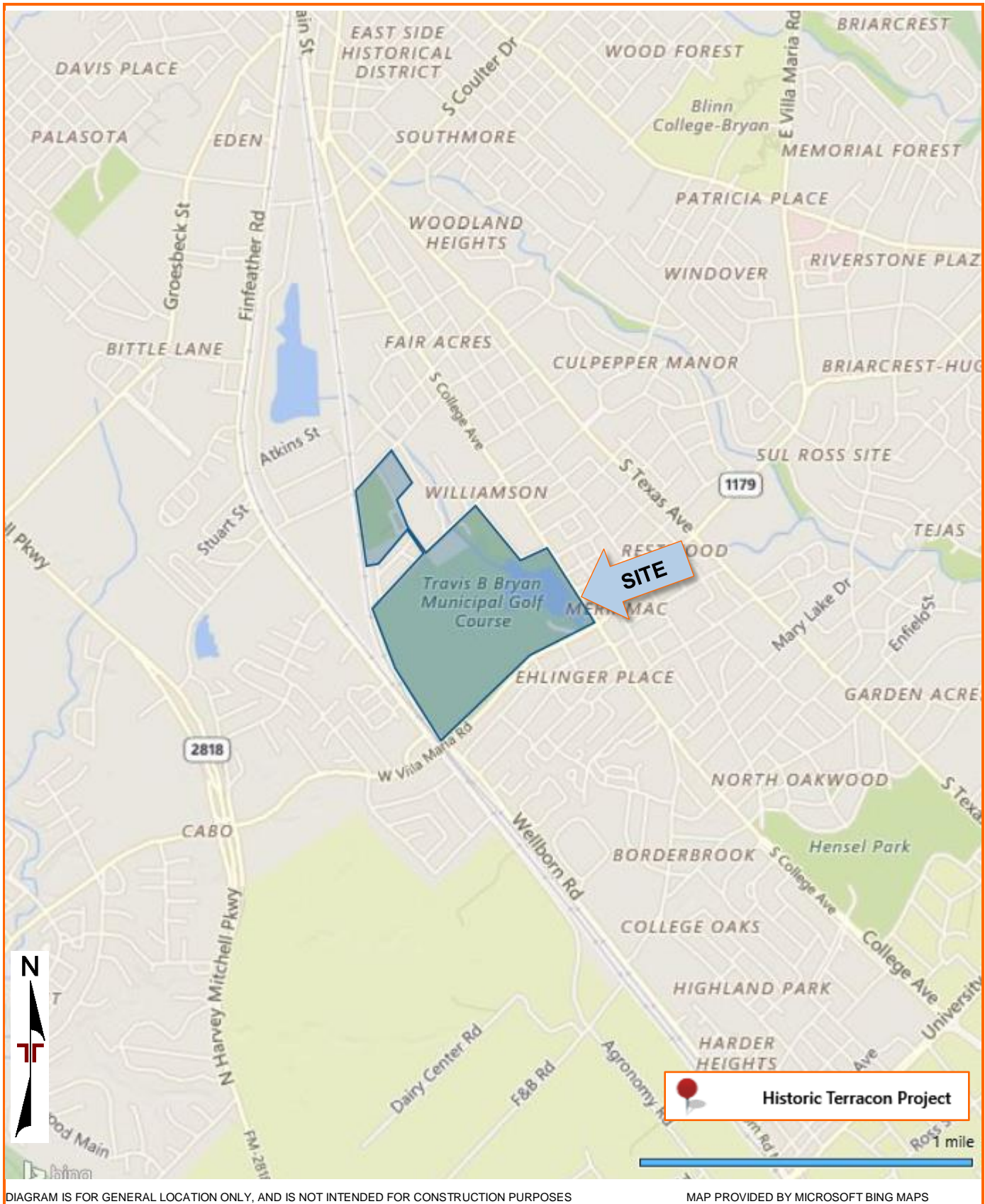


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



March 14, 2019

Burditt Consultants LLC
310 Longmire Rd
Conroe, TX 77304

Attn: Mr. Charles Burditt
P: 936.756.3041
E: cburditt@burditt.com

Re: Proposal for Geotechnical Engineering Services
City of Bryan Regional Park
South College Ave & West Villa Maria
Bryan, Texas
Terracon Proposal No. PA1195025.SupplementalLetter

Dear Mr. Burditt:

In reference to Terracon Proposal No. PA1195025 dated March 11, 2019, we provided a lump sum fee. Based on our understanding of the proposed project and our experience in the area near the site, the lump sum fee provided in the proposal should adequately cover the scope of services as described in the above referenced proposal for the City of Bryan Regional Park. This lump sum fee includes the cost of the following scope of services: field exploration, laboratory testing, geotechnical engineering consulting, and reporting.

If you have any questions regarding this supplemental letter, please do not hesitate to contact us. We appreciate the opportunity to work with you on this project.

Sincerely,
Terracon Consultants, Inc.
(Texas Firm Registration No.: F-3272)

Joseph D. Hill, P.E.
Office Manager

Sarah N. Nadelson, E.I.T.
Staff Engineer





SERVICES AGREEMENT

Between:

Sports Facilities Advisory, LLC

&

Stonehenge Holdings, LLC

MARCH 11, 2019

SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344

600 Cleveland Street, Suite 910 • Clearwater, FL 33755 • P: 727.474.3845 • F: 727.361.1480

1. Stonehenge Holdings, LLC (hereinafter referred to as “Client”) hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as “Consultant”) for the services set forth in this Services Agreement (hereinafter referred to as “Agreement”).
2. **Scope of Services:** The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. **Period of Performance:** The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 120 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant’s hourly rates.
4. **Confidentiality, Nondisclosure, and Non-Use Covenants:** For purposes of this Agreement, the party disclosing confidential information is the “discloser,” and the party receiving the information is the “recipient.” Confidential information means all information concerning either party’s business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement.
The recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of the recipient; (b) within the legitimate possession of the recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by the recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of the discloser. If confidential information is required to be produced by law, court order or government authority, the recipient must immediately notify the discloser of that obligation. The recipient will not produce or disclose confidential information in response to that obligation until discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from the recipient of the obligation to produce or disclose.
Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of the discloser or used by the recipient in any manner which may be competitive to the discloser.
5. **Responsibility:** Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client’s business and Consultant assumes no liability for the Client’s project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client’s businesses.
6. **Consultant Services:** Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. **Governing Law:** The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida. Any lawsuits arising from this Agreement shall be brought before a Court of Law in Pinellas County, Florida.
8. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.

9. **Entire Agreement:** This Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
10. **Compensation:** Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

Payment Terms – Exhibit A \$52,500.00 + Reimbursable Travel Expenses*

- **Payment 1 – (50%) \$26,250.00:** Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.
- **Payment 2 – (30%) \$15,750.00:** To be invoiced upon review of the draft pro forma. Draft pro forma to be delivered upon payment.
- **Payment 3 – (20%) \$10,500.00:** To be invoiced upon review of the final deliverable(s). Final deliverable(s) to be delivered upon payment.
- **Reimbursable Travel Expenses:** To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$55 per consultant per day.

- Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.
- Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.
- Credit Card Payments: For credit card payments, Client will be responsible for a 3% processing fee.

In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.

Stonehenge Holdings, LLC
"CLIENT"

Sports Facilities Advisory, LLC
"CONSULTANT"

BY: _____

BY: _____

Print Name

Eric Sullivan, Partner

Date

Date

Client Billing Address

Invoicing/Billing Contact Name

Invoicing/Billing Contact Email/Phone

SCOPE OF SERVICES

Step 1: Project Kick-Off Call

In this step, Consultant (hereinafter referred to as “SFA”) will set up an initial phone call with your team to cover six topics that allow the SFA team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Step 2: Existing Data Review & Market Analysis

In this step, SFA will review any existing data, documentation, and/or resources Client provides related to the project. SFA will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition).

Step 3: Site Visit & Business Development Planning Session (BDPS)

In this step, SFA team members will travel to Client’s market to meet with Client’s team, tour the site or potential sites, tour the market, and meet with any key stakeholders identified in Step 1.

SFA’s time on site will begin with the BDPS, which is a “deep-dive” planning and strategy session that will focus on defining success and refining your vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the BDPS, SFA will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights.

Step 4: Detailed Financial Forecast (Pro Forma)

In this step, SFA will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. SFA’s pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will be provide you with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Step 5: Economic Impact Analysis

SFA will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but

for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

Consultant's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)

Step 6: Feasibility Report

In this step, SFA will produce a Feasibility report for your project. The Feasibility Report will feature the following sections:

- Executive Summary
- Market Overview
- Facility Overview (including recommendations of what to build for finance-ability)
- Programs, Products, and Services
- Financial Performance Overview
- Economic Impact Overview
- Conclusion and Next Steps

Total Price Quote: \$52,500.00 + Reimbursable Travel Expenses*

This quote also assumes a first-draft review and one round of modifications for the pro forma. The draft pro forma will be delivered approximately 6-8 weeks from the Business Development Planning & Strategy Session. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.

*Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$55 per consultant per day, if applicable.

Please Note: This proposal is valid for 60 days from issuing date.



Lake Management Services, LP
 4359 Lindbergh Drive
 Addison, Texas 75001

Phone: 281-240-6444
 Fax: 281-240-2919
 Email: info@lmslp.com
 Web: www.lmslp.com

Proposal
5201

Bill To: Stonehenge Holdings, LLC Attn: K. Matocha 1650 Hwy 6 South Suite 430 Sugar Land, TX 77478	Work Location: Primary Stonehenge Holdings, LLC K. Matocha 1650 Hwy 6 South Suite 430 Sugar Land, TX 77478
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Estimated Service Date: 03/13/2019 Bathymetric and Siltation Study

Estimated Service Time: 9:00 am

Date	Product/Service	Description	Price	Qty	Tax	Amount
3/13/2019	Standard Service - Labor - non Service Contract	Old Bryan GC - Bathymetric Study	\$13,482.00	1.00	\$0.00	\$13,482.00

Subtotal:	\$13,482.00
Tax:	\$0.00
Total:	\$13,482.00

Notes

Project to include bathymetric and siltation study on the lake located on the former City of Bryan Municipal Golf Course. Deliverables will be a report and exhibits showing the depth contours, relative hardness of lake bottom and a report of the amount of organic and inorganic material at the lake's bottom. Work may be conducted over several days using a variety of equipment and methods, including but not limited to, airboats and other mechanized watercraft.

MUST BE SIGNED AND RETURNED TO US PRIOR TO ORDERING

I hereby acknowledge and accept this proposal as written, and agree to pay the cost of services as specified above.

Accepted by: _____ Title: _____ Date / /

Print Name: _____

Sample Report



Lake Management
Services, L.P.

February 05, 2018

Mr. Joe Leineke
Boxer Property
720 North Post Oak Rd, Ste. 500
Houston, Texas 77024

Re: Republic Square Lake Survey

Dear Mr. Leineke:

On 24 January 2018, we performed a survey on the lake at Republic Square. This survey was necessary to collect important biological and physiochemical data to hopefully aid in the restoration of the lake due to the flooding which occurred during Hurricane Harvey. In addition, this report provides the owner with discussion on the challenges during the management phase. What follows is a discussion of the various data collected that has impacted the impoundment and our initial concerns and recommendations specific to the lake.

DESCRIPTION

The Republic Square lake is located on Memorial Drive, Houston, TX. The lake is approximately 2.22 surface acres with an average depth of about 6.35 feet for a total of 14.10 acre-feet of water or about 4.60 million gallons. The lake has approximately 2,822 linear feet of shoreline. The maximum depth found was 10.90 feet in the lower lake.

The lake serves as both detention for flood control and aesthetics. Therefore, detention capacity is extremely important as is aesthetics in that the lake is a focal point of the development. Due to the lake's age and current condition, it is unclear how much restoration may or may not be done but it is likely that, at minimum, the lake should be drained and the sediment removed.

DISCUSSION

The flood from Hurricane Harvey did a tremendous amount of damage to many Houston area lakes and ponds. Flooding of this magnitude can cause long-term complications from water quality to sedimentation to organic loading. Most of the sediment collected in our core samples was minimally compacted and they were difficult to handle so the samples would not collapse.

Prior to the flood, there was ample groundcover throughout the watershed preventing sedimentation from entering the lake during normal rainfall events. As such, water clarity remained acceptable and sunlight was able to penetrate the water column, a critical factor in the overall ecology of the lake. As mentioned, the lake should be drained and the bottom "muck" excavated back to the original basin.

The build-up of sediment (silt) on the lake bottom can lead to several concerns. Coupled with organic loading, this muck can impact oxygen levels, disrupt fish spawning, reduce the abundance of important benthic organisms and provide for turbid (muddy) water.



The perimeter concrete bulkhead exhibited typical expansion cracks in numerous places. Although it was difficult to examine the whole bulkhead, due to established groundcover, I did not see any signs of failure such as depressions or sinkholes behind the bulkhead. However, at this time, it is unclear whether any long-term impacts from flooding might occur. If the decision to drain and de-silt the lake is made, a more thorough bulkhead inspection should be done at that time.

Turbidity refers to the decreased ability of water to transmit light due to the amount of particulate matter present. Turbidity in most surface water is a result of suspended clay silt, finely divided organic and inorganic matter or from an abundance of planktonic algae and/or other microorganisms. High amounts of turbidity caused by silt can adversely affect aesthetics, fish populations by smothering eggs and other food organisms, restrict oxygen transfers, restrict light penetration needed by desirable aquatic plants for photosynthesis and reduce growth and reproduction of important and necessary aquatic organisms.

As long as the bottom sediments remain, it is likely the water will remain turbid. The particles remain in suspension because they contain negatively-charged ions that repel each other. They are usually too small

Mr. Joe Leineke
Re: Republic Square Lake Survey
Page 3.

and not heavy enough to offset natural heat and wind-generated current as well as artificial aeration. Therefore, once sediments become suspended, they likely stay in suspension unless a flocculant material is successfully applied causing them to coagulate and settle to the bottom. However, this treatment is costly and can be temporary as the sediments can become re-suspended due to bottom-dwelling rough fish species, turtles and subsequent rainfall detention events.

The flood also inundated the compressor for the lake's aeration system. Replacement is critical in providing ample dissolved oxygen throughout the water column. Dissolved oxygen (DO) is the life line of all impoundments regardless of size, shape, geographic location, primary purpose(s), etc. Oxygen is everything that is good in a lake or pond and can do everything from improving fish and other organism health to controlling mosquitos, algae and unpleasant odors.

More importantly, adequate DO helps maintain the natural balance of the aquatic ecosystem and will add years to the "life" of the impoundment. Aeration for any lake or pond is simply a must as the forces of eutrophication are constant and never ending. Unfortunately, the lay person can only go by what is seen until a few years down the road when never seen before problems arise and the reality of the lack of aeration becomes apparent and costly.

Due to the flood, along with large quantities of tree limbs, leaves and organic debris, there is currently a large, floating mass of invasive aquatic weeds called Duckweed (*lemna minor*). Duckweed can reproduce exponentially and, if not controlled, can become permanently established. It is highly recommended the duckweed be treated as soon as possible with Fluridone, an EPA-approved aquatic herbicide. Also present was a small amount of Bushy pondweed.

Our fish population assessment, performed by electrofishing, revealed a higher population of rough (undesirable) species than gamefish species. Should the lake be drained and restored, it is recommended that gamefish species be re-stocked to help control any future rough species.

Once improvements are made, it is highly recommended to introduce a thorough lake management program to monitor the physical and biological conditions of the lake. This program allows the lake manager to closely monitor the eco-system and promptly address any concerns.

SUMMARY

It is my opinion the lake was significantly and negatively impacted by the Harvey flood and that long-term implications exist to warrant the restoration of the lake. The attachments to this report show all supporting data, such as bathymetrics, bottom hardness (an indicator of sedimentation), water quality data, fisheries data and Google earth images of the lake during the flood and after.

Sincerely,



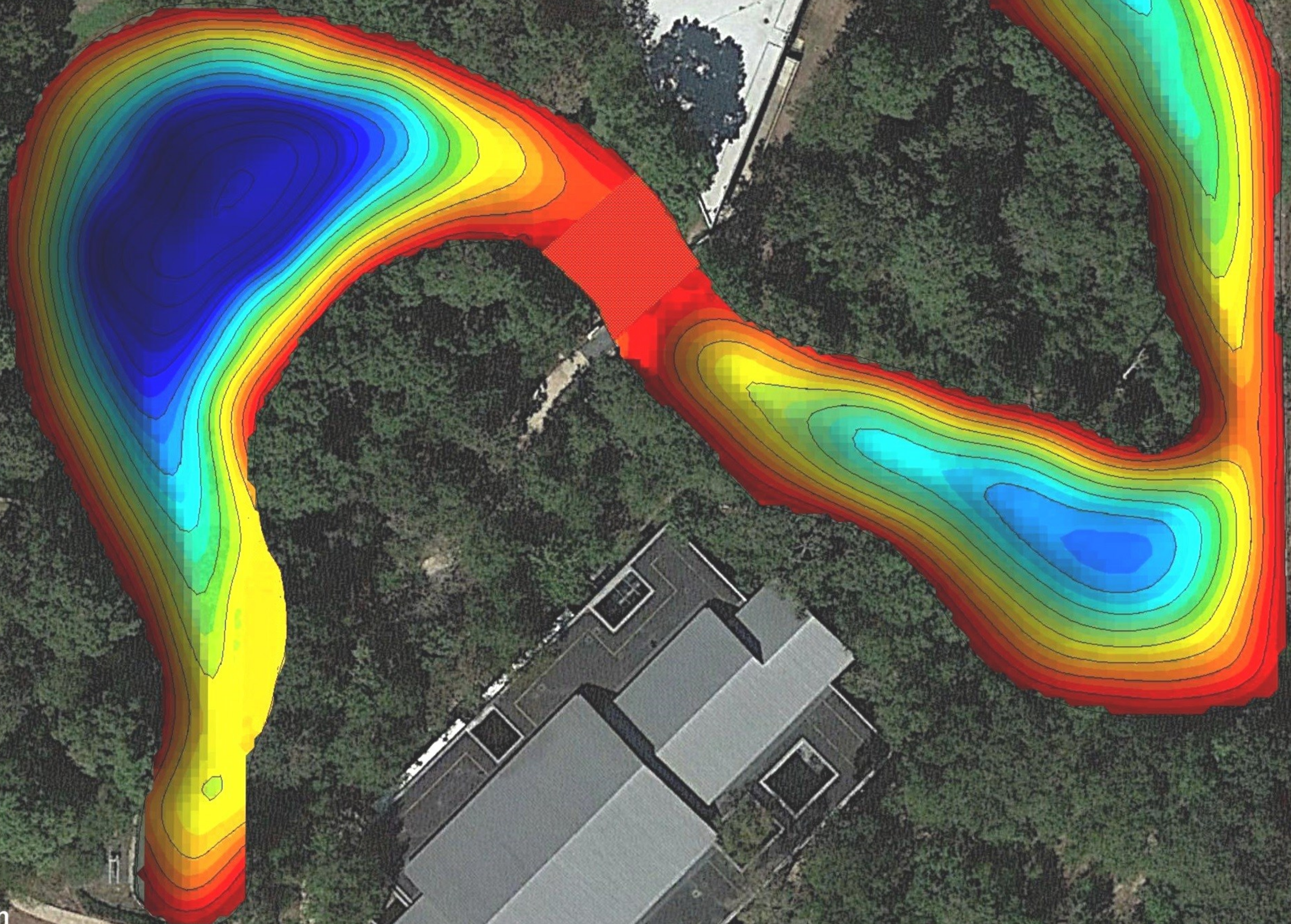
Mac McCune
President



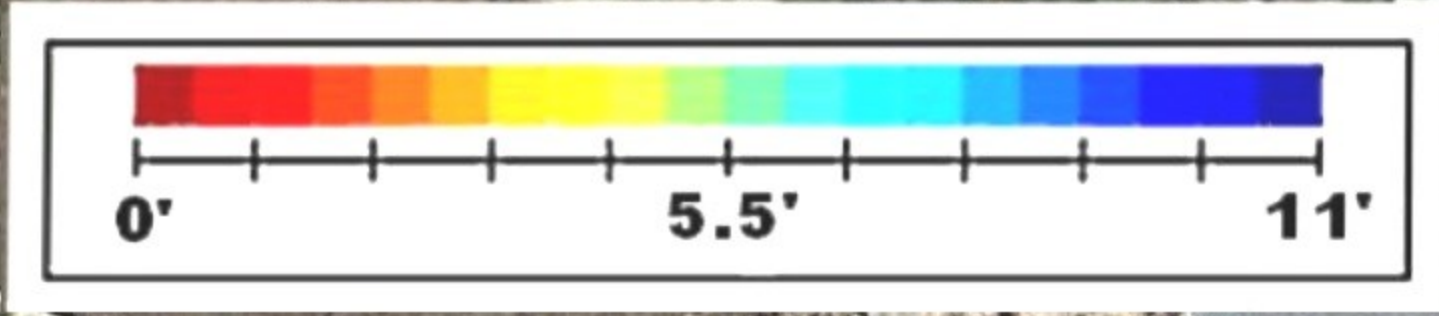
Lake
Management
Services, LP
www.lmslp.com

Republic Square

2.22 Surf Acres
6.35' Ave Depth
14.10 Acre-Ft
4.60 MG
2,822 Linear Ft

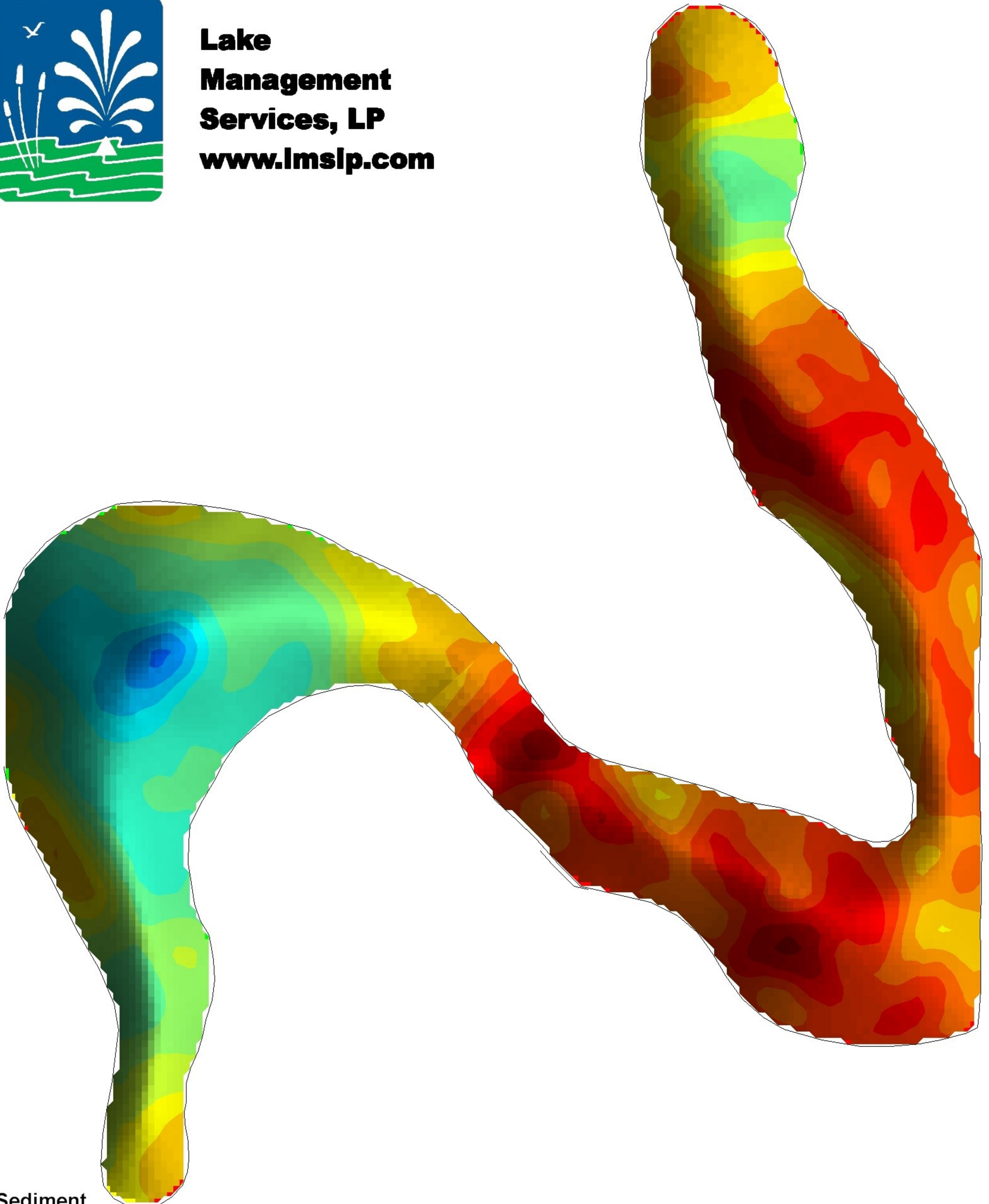


Depth

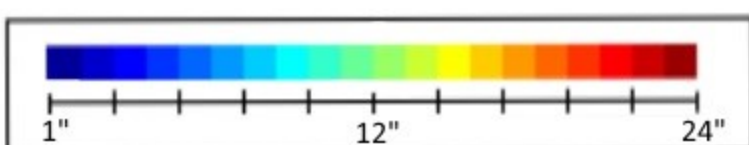




**Lake
Management
Services, LP**
www.lmslp.com



Sediment



0 100ft

March 13, 2019

SENT VIA EMAIL: kevin@stonehengeco.net

Mr. Kevin Matocha
Stonehenge Holdings, LLC
1650 Highway 6 South,
Suite 430
Sugarland, TX 77478

RE: Interim Professional Services; Bryan Regional Park Project; Bryan, Texas

Dear Kevin,

Per our discussion, Stonehenge Holdings, LLC, requests a Time & Materials (T&M) proposal from Burditt Consultants, LLC, for Interim Professional Services relating to the above-noted project. Our understanding is these services will be requested at Stonehenge's discretion beginning from the date of the City of Bryan's written selection notification and execution of an agreement for services between Stonehenge and Burditt, through a period of approximately 90 days. Requests are to be authorized by Stonehenge prior to commencement. Potential services to be provided include but are not limited to the following:

1. Provide design updates as required by Stonehenge and/or City of Bryan for detailed review by members of staff, operator interviewees, and general contractor interviewees;
2. Provide updates to Opinions of Probable Costs (OPC) as necessary to assist Stonehenge and City of Bryan, along with a selected contractor, in establishing an updated OPC and/or a contractor GMP;
3. Make design changes as may be necessitated by program changes, results of independent site studies, and market analysis in order to provide Stonehenge and the City of Bryan basic redesign efforts from which to make financial and special decisions;
4. Architecture/Landscape Architecture collaboration with Stonehenge and/or City of Bryan in discussions or meetings with operators regarding facility requirements (sports center and sports fields) for amenities and meeting space needs or best practices;
5. Architecture/Landscape Architecture collaboration with Stonehenge and/or City of Bryan in discussions or interviews with prospective general contractors;
6. Contracting with and administration of contracts with interim sub-consultants as may be approved for civil engineering, surveying, and geotechnical engineering, etc.;
7. Field oversight and administration of sub-consultants during interim services period
8. Collaborative evaluation and interpretation of independent market analysis conducted for sports tourism by third party provider;
9. Providing updates to prior Burditt market analysis and cost recovery modeling, if requested;
10. Other services as may, from time to time be requested.

Mail: www.burditt.com
310 Longmire Rd. 105 N. Main, Ste. 123
Conroe, Texas 77305 Bryan, Texas 77304

Bryan 979.977.5846
Conroe 936-756-3041
Fax 936-539-3240

All related sub-consultants such as civil and geotechnical engineering, surveying, and others as may be added upon Stonehenge approval, will be conducted on a cost-plus basis after submittal and approval by Client to engage and contract for these services. Invoices will be submitted monthly or upon completion for each assignment.

Burditt's proposes that services be invoiced hourly by discipline on a Not-To-Exceed Basis (NTE) with an initial NTE amount of:

FIFTY THOUSAND AND NO/100 DOLLARS

This NTE amount provides at a minimum 333 hours of services up to a maximum of 400 hours (depending on employee position and rate) during the interim 90 day period. Burditt will submit monthly invoices with an accounting of individual employee hours and discipline/title rates. Please see attached Burditt's Hourly Rate Sheet for 2019.

All plans will be prepared under the direct supervision and Architect of Record of Eric Geppelt, Architect, AIA, Texas Registration #21283, with appropriate seals affixed, as appropriate, by representative staff landscape architects, civil engineers, and geotechnical engineers responsible for other portions of the project.

We are prepared to begin upon approval and execution of a mutually approved Professional Services Agreement (PSA).

Thank you for the confidence placed in our firm to continue this important and exciting project by assisting Stonehenge and the City of Bryan. We look forward to discussing any questions you have or for comments regarding revisions you see as appropriate.

Very sincerely,



Charles Burditt

CB/wc

cc: Eric Geppelt, Architect, AIA, Director of Architecture
J. Shane Howard, Sr. Vice President

Attachment: 2019 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

**BURDITT CONSULTANTS
BURDITT CONSULTANTS, LLC
2019 HOURLY RATES**

Hourly Basis Rates for Professional Services that are not covered under a Lump Sum or Fixed Fee Basic Services Agreement shall be at the following rates:

CLASSIFICATION	HOURLY RATE
Principal	\$175
Program Manager	\$165
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Senior Planner	\$135
Urban Forester	\$135
Licensed Irrigator	\$110
Geographic Information Systems (GIS) Planner	\$110
Natural Resource Planner	\$125
Sr. Project Designer	\$125
Architect Associate	\$110
Landscape Designer	\$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. Reimbursable expenses and necessary sub-consultants not currently required by project, but approved in writing by CLIENT, shall be invoiced at cost plus ten percent (10%).

Exhibit D
Proposed Timeline/Schedule

Timeline of Park Development

Interim Services Agreement (some work is concurrent)

Soils report	50 days	
Market study	50 days	
Bathometric study	21 days	
Initial architectural of site plan	75 days	
Engineering – survey, drainage, etc.	30 days	
Preparation of architectural drawings	150 days	
Financing	90 days	
Legal – ground lease preparation, bonds	90 days	
Completed work under Interim Services Agreement after execution		250 days

Construction timeline

Mobilization	30 days	
Construction time	390 days	

Proposed opening date of facility

Spring 2021