

December 12, 2024
Item No. 9.3.
Veterans Park Baseball Fields Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Design Contract with Pendulum Studio, for \$1,611,916 for design services for the Veterans Park Baseball Fields Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The project and contract involves the design of three (3) new baseball fields located at Veterans Park, 3101 Harvey Road. All three fields will be 365' to center field, with the capability of playing different age groups on them. In addition, one of the three fields will be designed as a championship field. The championship field will have increased seating, locker rooms and more, that will set itself apart from the other two fields.

Pendulum was selected through Request for Qualifications No. 24-067. A total of twelve (12) Submission of Qualifications (SOQ) were received on July 30, 2024. Of the twelve responses, three (3) were invited for interviews. After evaluations and interviews, Pendulum Studio was selected as the most qualified for this project.

Budget & Financial Summary: Budget in the amount of \$12,000,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$357 has been expended or committed to date, leaving \$11,999,643 for this contract and related costs. The final project budget will be established during the design process.

Attachments:

1. VPAC Ballfields Project List of Responding Firms
2. Pendulum Studio Contract_25300187

VPAC Ballfields Design

RFQ 24-067

Firms Responding on July 30, 2024:

1. Burditt Land|Place
2. Covey Planning & Landscape Architecture
3. Diverse Studio
4. Goodwin-Lasiter-Strong
5. Halff Associates, Inc.
6. Kimley-Horn, Inc.
7. Norris Design
8. PBK Architects, Inc.
9. Pendulum Studio
10. Plan North Architectural Co.
11. TBG Partners
12. VLK Architects, Inc.



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300187 PROJECT #: PK2502 BID/RFP/RFQ#: 24-067

Project Name / Contract Description: Veterans Park Baseball Fields

Name of Contractor: Pendulum Studio, LLC.

CONTRACT TOTAL VALUE: \$ 1,611,916.00 Grant Funded Yes No

If yes, what is the grant number:

Debarment Check Yes No N/A Davis Bacon Wages Used Yes No N/A

Section 3 Plan Incl. Yes No N/A Buy America Required Yes No N/A

Transparency Report Yes No N/A

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # _____ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

PK2502 / 41389971-6561

A total of twelve (12) SOQ where submitted on this project.

(If required)*

CRC Approval Date*: n/a Council Approval Date*: 12/12/24 Agenda Item No*: _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: DDV Performance Bond: n/a Payment Bond: n/a Info Tech: n/a

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 12/5/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

n/a

MAYOR (if applicable) DATE

n/a

CITY SECRETARY (if applicable) DATE



November 8, 2024

Mr. Rusty Warncke
Project Manager, Capital Projects
City of College Station
P.O. Box 9960 College Station, TX 77842-9960

Re: Veterans Park

Dear Rusty,

Thank you for the opportunity to offer professional design services associated with the proposed addition to Veterans Park located in College Station, TX at 3101 Harvey Road. It is our understanding the City of College Station requires assistance with programming and documentation of three (3) new fully synthetic baseball fields, with related programmed amenities that include, restrooms, concessions, and operational support facilities. This letter shall serve as a formal letter agreement (the "Agreement") between Pendulum Studio LLC ("Pendulum" or "Architect of Record"), and City of College Station, TX ("Owner") in connection with the Services.

1. Definition of Terms

Owner:	City of College Station
Architect:	Pendulum Studio LLC

2. Project Description

Pendulum's work product to date has reviewed and priced by construction trade partners to determine a budget for the facility – see exhibit A of this agreement. It has been determined that the overall budget for the project shall not exceed \$15 Million (fifteen Million Dollars and Zero Cent) which anticipates a vertical construction (bricks and mortar) budget of approximately \$12 Million (twelve million dollars and zero cent). The program to date includes the following:

Home Team Clubhouse – Approximately 1,700 sf

- Thirty-Two (32) lockers
- Six (5) standard shower heads, one (1) ADA shower stall
- Two (2) lavatories
- Two (2) water closets
- Two (2) Urinals
- Small training area
- Office/mgr. locker
- Office/mgr. water closet and lavatory
- Small storage room

Visiting Team Clubhouse – Approximately 1,700 sf

- Thirty-Two (32) lockers
- Six (5) standard shower heads, one (1) ADA shower stall
- Two (2) lavatories
- Two (2) water closets
- Two (2) Urinals
- Small training area

- Office/mgr. locker
- Office/mgr. water closet and lavatory
- Small storage room

Concession Stand

- Four (4) points of sale
- Steel roll down doors – two (2) at 8'-0" x 4'-8" or one (1) at 16'-0" x 4'-8" + solid surface countertop

Public Hospitality Facilities

- Separate Restrooms for Men and Women with appropriate fixture ratio per applicable International and local building code requirements for Type A5 facilities

Field Maintenance Facility and Batting/Pitching Building

- Two (2) covered batting/pitching lanes with a minimum height of 12'-6" clear netting (accommodating 6" netting sag) free and clear of superstructure and/or lighting and other mechanical/plumbing lines
- Approximately 1600 sf for campus maintenance equipment (mowers, rollers, gators, etc.)

Press Box Facilities – Second Floor

- Compact/small, enclosed area with two (2) enclosed rooms for radio, one (1) open area for Public Address (PA) system control, and one (1) open area for potential press seating (field facing plastic laminate counter)

Premium Area – Second Floor

- Enclosed area (approximately 950 sf) with small bar and open space for lounge seating
- Exterior deck area (approximately 1200 sf) with direct lines of sight to the playing field surface

Second Batting/Pitching Tunnel

- Two (2) enclosed batting/pitching tunnels (20 x 80 each – includes perimeter netting circulation) with direct/secure access from visitor and home clubhouses.

Seating Bowl Capacity – Feature Field

- Approximately 2,000 seats (fixed armchair seating)
- Shade structure(s) TBD
- Two (2) traditional dugouts
- Field Dimensions 325 (RF), 400(CF), 325(LF)
- Home bullpen 20 x 80
- Visitor bullpen 20 x 80

Non-Feature Fields

- Two (2) non-feature fields with dimensions of 325 (RF), 400 (CF), 325 (LF). Seating and security lighting TBD

Technology

- Video Board at Feature Field
- Wi-Fi connectivity, CAT 6 internet

Site Features

- Parking – approximately 170 spaces (1.7 acres)
- Site paving and flatwork
- Field lighting at all fields

1. Services

Pendulum will provide the following professional services in connection with the Project:

3.1 PART A - CONCEPT DESIGN & FEE

Pendulum collaborate with City of College Station staff and appointed stakeholders to gather input and establish a final campus/site program that aligns with the proposed project budget.

We anticipate the programming and concept phase of the project to require four (4) weeks of collaborative effort from the time of Notice-To-Proceed (NTP). For all the Services described in Part A of this agreement, Owner shall pay Pendulum Studio a total fee in the amount of \$33,596.00 (Thirty-Three Thousand Five Hundred Ninety-Six Dollars and Zero Cent).

Programming and Concept:	224 Hours	@ \$150/hr =	\$33,596.00
Total			\$33,596.00

3.2 PART B - SCHEMATIC DESIGN

In this phase of documentation Pendulum and design team members shall confirm site conditions upon receipt of site, utility, and geotechnical surveys. Any required adjustments to the documents shall be made upon notice to proceed following the Concept Design phase. Our Schematic Design scope of work shall include the following:

Code Abstract – Building Department Review:

- a. Review of building code issues with local building officials as represented in the approved concept design.

Planning and Zoning Review:

- a. N/A

Soil Borings and Report:

- a. Assistance with identification of geotechnical services per AIA G-602

Site Survey

- a. Assistance with identification of Survey services per AIA G-601

Schematic Design – Drawing Deliverables:

1. Preliminary Code Report.
2. Program Area Summaries.
3. On-Site utility studies and drainage systems.
4. Preliminary selection of building systems and materials.
5. Written structural framing solutions including foundation options.
6. Written concept design solutions for heating, ventilation, and air conditioning, plumbing and fire protection including general space requirements.
7. Written conceptual design solutions for power, lighting, telephone, fire detection and alarms, electronic communications including general space

- requirements.
- 8. Written conceptual design solutions for sound system.
- 9. Double line floor plans at all levels
- 10. Basic building sections at all unique areas
- 11. Preliminary wall sections
- 12. Preliminary building elevations
- 13. Series of architectural sketches and three-dimensional vignettes that describe design scope for pricing.

SD – Program/Budget Reconciliation:

- 1. Reconciliation of the schematic design estimate to the schematic design program areas. Identify changes made from the concept design budget for the Work.

Schematic Design Approval:

- 1. Design presentation to gain Owner approval of Schematic Design including authorization to proceed with Design Development
- 2. Update Architect’s Schedule

3.3 PART B – SCHEMATIC DESIGN SERVICES NOT INCLUDED

- 1. Architectural Design Development Drawings
- 2. Architectural Construction Documents
- 3. Existing As-Built Conditions (any structures present on site).
- 4. Surveying, Construction Staking
- 5. Pump station or other specialized utility design
- 6. Environmental Studies
- 7. Environmental Abatement
- 8. Geotechnical engineering contract administration/management
- 9. Concession/kitchen equipment and design of engineered connection to utilities, sewer, venting, etc.

3.4 PART B – SCHEMATIC DESIGN SCHEDULE

We propose the following schedule:

Complete Schematic Design Documentation Eight Weeks (8)

3.5 PART B – SCHEMATIC DESIGN FEE

For all the Services described in Part B of this agreement, all disciplines, (Owner shall pay Pendulum Studio a total fee in the amount of **\$311,664.00** (Three Hundred Eleven Thousand Six Hundred Sixty-Four Dollars and Zero Cent).

Anticipated Draw Schedule

100% Schematic Design:		\$311,664.00
Total	100%	\$311,664.00

Schematic Design Hourly Rates are as follows:

Firm	Scope	Rate (\$/hr)	Hrs	Fee
Pendulum	AOR	\$ 150.00	1,376	\$ 206,402.00
	Interior Design			\$ -
	Graphics/Wayfinding			\$ -
	FF&E			\$ -

Kimley-Horn	Playing Field	\$ 232.50	86	\$ 20,000.00
	Civil Engineering		130	\$ 30,300.00
	Environmental		37	\$ 8,500.00
	Landscape Architecture			
Thornton Tomasetti	Structural	\$ 203.00	133	\$ 27,075.00
River MEP	MEP, FA	\$ 195.00	26	\$ 5,100.00
DataCom	Low Voltage	\$ 142.00	33	\$ 4,662.00
ECS	Geotechnical	\$ 150.00	43	\$ 6,500.00
Capital	Food Service	\$ 100.00	31	\$ 3,125.00
	Total		1,896	\$ 311,664.00

3.6 PART C – DESIGN DEVELOPMENT

1. Upon Owner approval and notice to proceed with Part C of this Agreement, the Design Development Phase, Pendulum shall review the Schematic Design with Building Department and then proceed with the following:

Drawing Deliverables:

1. Utility modifications (if needed) sized, identified, and coordinated with local utility companies.
2. Preliminary site grading plan (at required locations)
3. Architectural plans sections and elevations.
4. Typical architectural construction details
5. Three-dimensional wire frame model
6. Exterior building material (as required at specific locations)
7. Structural framing solution identified, and major structural component sized.
8. Foundation design completed
9. Mechanical, electrical, and plumbing systems and equipment located, sized and capacities identified.

Design Development - Interiors:

1. Initial selection of interior finish materials identified.
2. Technical specifications.

Design Development - Project Manual:

1. Draft of CSI Division Technical Specifications Sections in Three-Part Format identifying the initial selection of site and building materials and systems.

Program Reconciliation:

Final reconciliation of program areas to the schematic budget.

Design Development Approval:

1. Design presentations to gain Owner approval of Design Development including authorization to proceed with Construction Documents.
2. Update Architect's Schedule.

3.7 PART C – DESIGN DEVELOPMENT SCHEDULE

We propose the following schedule:

Design Development Documentation Eight Weeks (8)

3.8 PART C – DESIGN DEVELOPMENT FEE

For all the Services described in Part C of this agreement, Owner shall pay Pendulum Studio a total fee in the amount of **\$467,496.00** (Four Hundred Sixty-Seven Thousand Four Hundred Ninety-Six Dollars and Zero Cent).

Anticipated Draw Schedule

Project Initiation		\$0
50% Design Development:		\$233,748.00
100% Design Development:		\$233,748.00
Total	100%	\$467,496.00

Design Development Hourly Rates are as follows:

Firm	Scope	Rate (\$/hr)	Hrs	Fee
Pendulum	AOR	\$ 150.00	1763	\$ 264,427.00
	Interior Design		133	\$ 20,000.00
	Graphics/Wayfinding		17	\$ 2,500.00
	FF&E		33	\$ 5,000.00
Kimley-Horn	Playing Field	\$ 232.50	116	\$ 27,000.00
	Civil Engineering		237	\$ 55,050.00
	Environmental			
	Landscape Architecture		18	\$ 4,078.00
Thornton Tomasetti	Structural	\$ 203.00	222	\$ 45,125.00
River MEP	MEP, FA	\$ 195.00	183	\$ 35,700.00
DataCom	Low Voltage	\$ 142.00	43	\$ 6,116.00
ECS	Geotechnical	\$ 150.00	0	\$ -
Capital	Food Service	\$ 100.00	25	\$ 2,500.00
	Total		2790	\$ 467,496.00

3.9 PART D – CONSTRUCTION DOCUMENTS

1. Upon Owner approval and notice to proceed with Part D of this Agreement Pendulum shall begin Preparation of Bidding Documents for the project by completing and detailing the approved Design Development submittal including the following optional services selected by the Owner.

CD – Interiors:

1. Preparation of Bidding Documents for interiors and general identified in CSI divisions.

CD – Project Manual:

1. Finalize Technical Specification Sections.

Construction Documents Approval:

1. Design presentations to gain Owner approval of Construction Documents approval including authorization to bid the Work.
2. Update Architect's Schedule

3.10 PART D – CONSTRUCTION DOCUMENTS SCHEDULE

We propose the following schedule (includes two-week holiday break):
Construction Documentation Ten Weeks (10)

3.11 PART D – CONSTRUCTION DOCUMENTS FEE

For all the Services described in Part D of this agreement, Owner shall pay Pendulum Studio a total fee in the amount of \$447,496.00 (Four Hundred Forty-Seven Thousand Four Hundred Ninety-Six Dollars and Zero Cent).

Anticipated Draw Schedule

Project Initiation		\$0
50% Construction Documents:		\$223,748.00
100% Construction Documents:		\$223,748.00
Total	100%	\$447,496.00

Construction Documents Hourly Rates are as follows:

Firm	Scope	Rate (\$/hr)	Hrs	Fee
Pendulum	AOR	\$ 150.00	1000	\$ 149,996.00
	Interior Design		133	\$ 20,000.00
	Graphics/Wayfinding		30	\$ 4,500.00
	FF&E		67	\$ 10,000.00
Kimley-Horn	Playing Field	\$ 232.50	244	\$ 56,653.00
	Civil Engineering		214	\$ 49,690.00
	Environmental			
	Landscape Architecture		26	\$ 6,000.00
Thornton Tomasetti	Structural	\$ 203.00	400	\$ 81,225.00
River MEP	MEP, FA	\$ 195.00	262	\$ 51,000.00
DataCom	Low Voltage	\$ 142.00	95	\$ 13,432.00
ECS	Geotechnical	\$ 150.00	0	
Capital	Food Service	\$ 100.00	50	\$ 5,000.00
	Total		2519	\$ 447,496.00

3.12 PART E – BIDDING

1. Assist the Owner in bidding the Work including attendance at a Pre-bid conference, issuing addenda, receiving bids, making recommendation for award and review of Contract for Construction.

Bidding – Interiors:

1. Assist the Owner in bidding the Work including attendance at a Pre-bid conference, issuing addenda, receiving bids, making recommendation for award and review of Contract for Construction.

3.13 PART E – BIDDING SCHEDULE

We propose the following schedule:
Bidding

Four Weeks (4)

3.14 PART E – BIDDING FEE

For all the Services described in Part E of this agreement, Owner shall pay Pendulum Studio a total fee in the amount of \$20,000.00 (Twenty Thousand Dollars and Zero Cent).

Anticipated Draw Schedule

Project Initiation		\$0
Bidding (allowance):		\$20,000.00
Total	100%	\$20,000.00

Bidding Hourly Rates are as follows:

Firm	Scope	Rate (\$/hr)	Hrs	Fee
Pendulum	AOR	\$ 150.00	52	\$ 7,821.00
	Interior Design		17	\$ 2,500.00
	Graphics/Wayfinding		3	\$ 500.00
	FF&E		3	\$ 500.00
Kimley-Horn	Playing Field	\$ 232.50	6	\$ 1,500.00
	Civil Engineering		0	
	Environmental		0	
	Landscape Architecture		0	
Thornton Tomasetti	Structural	\$ 203.00	12	\$ 2,500.00
River MEP	MEP, FA	\$ 195.00	13	\$ 2,500.00
DataCom	Low Voltage	\$ 142.00	11	\$ 1,554.00
ECS	Geotechnical	\$ 150.00	0	
Capital	Food Service	\$ 100.00	6	\$ 625.00
	Total		124	\$ 20,000.00

3.15 PART F – CONSTRUCTION ADMINISTRATION

Construction Startup

1. Attend preconstruction conferences.
2. Issue a set of conformance Construction Documents that include addenda and approved substitutions.
3. Assist in Building Permit process.

Construction Startup – Interiors

1. Attend preconstruction conferences.
2. Issue a set of conformance Construction Documents that include addenda and approved substitutions.
3. Assist in Building Permit process.

Construction Administration

1. Attend Construction Progress Meeting Virtually.
2. Attend Construction Coordination Meetings Virtually.

Monthly Site Visits:

1. Observation Services consisting of visits to the site on a regular basis to become familiar with the progress and quality of the Work completed and to determine if the Work, when completed, is in accordance with Contract Documents and to ensure that the Work is progressing as required by the construction schedule approved by the Owner. The Owner shall be provided with reports and communications in conjunction with Pendulum's regular site visits. Site visits shall occur on an as-needed basis upon the agreement of the Parties but not to exceed one site visit bi-monthly.

Administer Payment & Changes in Work:

1. Review and approve monthly payment applications from Contractor.
2. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted, or modified.
3. Review of proposals from Contractors for reasonableness of quantities and costs of labor and materials.
4. Negotiations with Contractors on Owner's behalf relative to costs of Work proposed, added, deleted, or modified.
5. Assisting in the preparation of appropriate Modifications of the Contracts for Construction.
6. Coordination of communications, approvals, notifications, and record keeping relative to changes in the Work.

Submittal Review, Contractor Questions:

1. Processing of submittal, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples, and other submittal required by the Contract Documents.
2. Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
3. Rendering written decisions within a reasonable time and following the procedures set forth in the Agreement between the Owner and Architect.
4. Preparation, reproduction and distribution of supplemental drawings, Specifications, and interpretations in response to request for clarification by Contractors or the Owner.
5. Forwarding Owner's instructions and providing guidance to the Contractors on the Owner's behalf relative to changed requirements and schedule revisions.

Project Closeout:

1. A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractors of items to be completed or corrected.
2. Determination of the amounts to be withheld until final completion.
3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payments.
4. Issuance of Certificates of Substantial Completion.
5. Inspection upon notice by the Contractor of deficiencies found in follow-up

- inspection, if any.
6. Final inspection with the Owner's representative to verify final completion of the Work.
 7. Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of liens or bond indemnifying the Owner against liens.
 8. Review of O&M Manuals and Close-Out Documents.

3.16 PART F – CONSTRUCTION ADMINISTRATION SCHEDULE

We propose the following schedule:
Construction

Fifty-Two Weeks (52)

3.16 PART F – CONSTRUCTION ADMINISTRATION FEE

For all the Services described in Part F of this agreement, Owner shall pay Pendulum Studio a total fee in the amount of \$311,664.00 (Three Hundred Eleven Thousand Six Hundred Sixty-Four Dollars and Zero Cent).

Anticipated Draw Schedule

Project Initiation		\$0
Weekly Billing - Billed Monthly		\$5,993.54
Total	100%	\$311,664.00

Construction Administration Hourly Rates are as follows:

Firm	Scope	Rate (\$/hr)	Hrs	Fee
Pendulum	AOR	\$ 150.00	1578	\$ 236,627.00
	Interior Design		33	\$ 5,000.00
	Graphics/Wayfinding		3	\$ 500.00
	FF&E		0	\$ -
Kimley-Horn	Playing Field	\$ 232.50	32	\$ 7,500.00
	Civil Engineering		60	\$ 13,900.00
	Environmental		0	
	Landscape Architecture		13	\$ 3,000.00
Thornton Tomasetti	Structural	\$ 203.00	133	\$ 27,075.00
River MEP	MEP, FA	\$ 195.00	52	\$ 10,200.00
DataCom	Low Voltage	\$ 142.00	47	\$ 6,612.00
ECS	Geotechnical	\$ 150.00	0	
Capital	Food Service	\$ 100.00	13	\$ 1,250.00
	Total		1964	\$ 311,664.00

3.17 FEE SUMMARY BY PHASE

Pendulum has broken its proposed fee into Part A to F to provide the Owner with the ability to execute work in stages by milestones as follows:

Concept Design	Pendulum	\$33,596.00 – All Vertical Construction
Architect of Record	Pendulum	\$810,000.00 – All Vertical Construction

Interior Design	Pendulum	\$45,000.00 – All Interior Spaces
Graphics & Wayfinding	Pendulum	\$10,000.00 – Design & Coordination
FF&E	Pendulum	\$15,000.00 – Furniture & Equip.

Subconsultant Fees Not to Exceed as follows:

Food Service Design	Capital Food Service	25,000.00 – Concession & Equipment
Playing Field Design	Kimley-Horn	\$111,153.00 – All Playing Fields
MEP/FP Engineering	River MEP	\$96,900.00 - All Vertical Construction
Structural Engineering	Thornton Tomasetti	\$180,500.00 – All Vertical Construction.
Civil Engineering	Kimley-Horn	\$204,313.00 – All Site Construction
Geotechnical Engineering	ECS	\$6,500.00 - All Site Construction
Environmental Services	Kimley-Horn	\$8,500.00 - All Site Construction
Landscape Architecture	Kimley-Horn	\$13,078.00 – All site Construction
Acoustical/Low Voltage	DataCom Design	<u>\$32,376.00 - All Vertical Construction</u>
Fee Grand Total (Not to Exceed)		\$1,591,916.00

3.19 EXCLUSIONS

Services NOT currently included in the schedule of fees above are as follows:

- Survey & Construction Staking (TBD at the appropriate design phase)

2. Reimbursable Expenses

Expenses incurred in the performance of the design services are NOT included in stated design fee listed above and shall be reimbursed upon Owner approval with ZERO markup.

Invoices for services rendered shall be billed monthly not to exceed \$20,000 for the project. Pendulum Studio’s invoices will be accompanied by sufficient supporting documentation as reasonably requested by Owner. All undisputed amounts properly invoiced by Pendulum Studio will be paid within thirty (30) days following Owner’s receipt of such invoice, with interest at a rate of 1.5% per month applicable to such amounts that are not paid when due.

3. Additional Services

A. Unless otherwise agreed upon by the parties pursuant to a new or separate contract, Additional Services beyond the scope of this Agreement and agreed upon by the Owner will be provided at the standard hourly rate listed below:

Principal In Charge:	\$250/hr
Project Manager:	\$150/hr
Project Architect:	\$120/hr
Interior Designer:	\$110/hr
Revit Technician:	\$100/hr
Clerical:	\$45/hr

B. Additional Services shall apply when the Design Consultant, having begun the services described in this proposal, is required to increase scope or length of services due to significant delays or modifications to the original project schedule.

C. Architectural Animations shall be considered an Additional Service upon Owner request - at the following rate:

Rendered Animation and Additional Still Images Allowance: \$10,000

4. Lead Architect

Pendulum Studio designates Jonathan O’Neill Cole as its Lead Architect in providing the Services hereunder. The Lead Architect shall be responsible for coordinating, scheduling, and supervising the performance of the Services through completion of the same and shall be the person responsible for communicating on behalf of Pendulum Studio, with Owner, the Other Contractors, and other persons or entities involved with the Project. The Lead Architect shall not be changed without the prior approval of Owner, which approval Owner may withhold at its sole discretion.

5. Project Personnel

Principal-In-Charge/Lead Architect – Jonathan Cole

Project Manager – Cedric Lowe

Designer – Isabela Gorgati

Project Architect – Tanner Cobb

Senior Project Designer – Neill Scheiter

**EXHIBIT A
DRAFT CONCEPTUAL BUILDING PROGRAM**

Locker Room Facilities

Home Entry	84
Home Lockers	799
Home Grooming	425
Home Mgr Office	172
Home Mgr Grooming	121
Home Training	176
Home Janitor	51
Home MEP	78
Sub-Total	1,905

Visitor Lobby	84
Visitor Lockers	799
Visitor Grooming	457
Visitor Manager	172
Visitor Manager Grooming	121
Visitor Training	176
Visitor Janitor	51
Visitor MEP	78
Sub-Total	1,937

Auxiliary Lobby	0
Auxiliary Lockers	0
Auxiliary Grooming	0
Auxiliary Manager	0
Auxiliary Manager Grooming	0
Auxiliary Training	0
Auxiliary Janitor	0
Auxiliary MEP	0
Sub-Total	0

Umpire/Officials Entry	80
Umpire/Officials Locker	160
Umpire/Officials Grooming	175
Sub-Total	415

Retail Store

Retail Sales Area	1,000
Retail Sales Office	120
Retail Storage	300
Sub-Total	1,420

Team Administration

Multi-Purpose Room		800
Storage		150
Administration MEP		200
Restroom		80
Restroom		80
Office 01		120
Office 02		120
Office 03		120
Office 04		120
Office 05		120
Conference Room		225
Circulation		500
Sub-Total		2,635

Press Box

Press Work Room		300
Scoreboard Control Room		250
Home Radio		120
Away Radio		120
Writing Press		200
Press Circulation		350
Sub-Total		1,340

Premium Amenities

Suite Restroom - Men		80
Suite Restroom - Women		80
Premium Suite	4	225
Storage		200
Pantry		300
Circulation		350
Sub-Total		1,910

PROGRAM SUMMARY

Total Enclosed Area		18,234
Circulation	5%	912
Interior Wall Thickness	2%	365
MEP	10%	1,915
Enclosed Program Grand Total		21,425

Total Acreage Required 7