



NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the City of Burnet on the **10th day of May 2022** at **6:00 p.m.** in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx.

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

The following subjects will be discussed, to-wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGES (US & TEXAS):

1. CANVASS ELECTION:

1.2) Discuss and consider action: A RESOLUTION AND ORDER BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CANVASSING THE MAY 1, 2022 GENERAL ELECTION FOR THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS: K. Dix

2. RECOGNITION:

2.1) Recognition of Council Member Danny Lester: Mayor Crista Goble Bromley

3. OATH OF OFFICE:

3.1) The Oath of Office will be administered to, Philip Thurman, Council Member: K. Dix

3.2) The Oath of Office will be administered to, Mary Jane Shanes, Council Member: K. Dix

3.3) The Oath of Office will be administered to, Dennis Langley, Council Member: K. Dix

4. SPECIAL REPORTS/RECOGNITION:

4.1) Motorcycle Awareness Proclamation: Mayor Bromley

4.2) ACDI Quarterly Update Report: Tonya Clawson

4.3) Community Development Monthly Report: L. Kimbler

4.4) Police Department Quarterly Update Report: B. Lee

5. CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

5.1) Approval of the April 26, 2022, Regular City Council Meeting Minutes

6. ACTION ITEMS:

6.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER (ENTITLED "BUILDING AND BUILDING REGULATIONS") FOR THE PURPOSES OF AMENDING FEE SCHEDULE TABLE FOUR (ENTITLED "FIRE CODE PERMIT FEES"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: J. Erskine

6.2) Discuss and consider action: RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, RATIFYING THE ABANDONMENT AND VACATION OF PORTIONS OF NORTH SILVER STREET, EAST BRIER STREET AND EAST POST OAK STREET LOCATED WITHIN THE PETER KERR DONATION ADJACENT TO BLOCKS 13, 16, 17, AND 18; AND MAKING SAID ABANDONMENT AND VACATION SUBJECT TO RESERVATION OF PUBLIC UTILITY EASEMENTS; DIRECTING THE CITY SECRETARY TO CAUSE AN INSTRUMENT OF ABANDONMENT TO BE RECORDED IN THE DEED RECORDS OF BURNET COUNTY: H. Erkan

6.3) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

6.4) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN AGREEMENT WITH KSA ENGINEERING FOR A HANGAR AT BURNET MUNICIPAL AIRPORT AND ASSOCIATED IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY: A. Feild

6.5) Discuss and consider action: Burnet Historic Preservation Board appointment: K. Dix

6.6) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, TAKING ACTION RELATED TO THE BURNET MUNICIPAL AIRPORT FIXED BASED OPERATOR (FBO) BY AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR FBO SERVICES AND REJECTING ALL OTHER RESPONSES TO THE REQUEST FOR PROPOSALS AND DIRECTING THE CITY MANAGER TO INITIATE CITY OPERATION OF THE FBO: D. Vaughn

7. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest.

8. ADJOURN:

Dated this the 6th day of May 2022

**CITY OF BURNET
CRISTA GOBLE BROMLEY, MAYOR**

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on May 6, 2022 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Leslie Kimbler, Asst. City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City of Burnet Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The City Council for the City of Burnet reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).



Administration

ITEM 1.1

Kelly Dix
City Secretary
(512)-756-6093 ext. 209
kdix@cityofburnet.com

Agenda Item Brief

Meeting Date: May 10, 2022

Agenda Item: Discuss and consider action: A RESOLUTION AND ORDER BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CANVASSING THE MAY 7, 2022 GENERAL ELECTION FOR THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS: K. Dix

Background: A General Election scheduled for May 7, 2022, to fill three Council Member positions, was called by the approval of Resolution No. R2022-09 by the City Council of the City of Burnet on January 25, 2022.

Information: The governing body is elected at-large and there were no contests for the three City Council Member positions for the May 7, 2022 General City Election, deeming an election unnecessary.

Council Member Danny Lester has termed out and was not eligible to run for another term.

5: As of the deadline for candidate filing on February 18, 2022 at p.m. the following applications had been filed:

- Dennis Langley filed for the office of City Council Member
- Mary Jane Shanes filed for the office of City Council Member
- Philip Thurman filed for the office of City Council Member

No write-in candidate applications were filed as of the February 18, 2022, 5:00 p.m. deadline. The filed candidates listed above have been certified as eligible for office by the City Secretary and are un-contested.

The May 7, 2022 General Election to elect three Council Member positions, was officially cancelled by Resolution R2022-30 on March 8, 2022 and the candidates certified eligible to serve.

Fiscal Impact:

None.

Recommendation:

Staff recommends approval of Resolution No. R2022-40 as presented; canvassing the May 7, 2022, General Election to elect three Council Members and declaring Dennis Langley, Mary Jane Shanes and Philip Thurman elected as Council Members to the City Council of the City of Burnet, Texas for a two year term ending in May 2024.

RESOLUTION NO. R2022-40

A RESOLUTION AND ORDER BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CANVASSING THE MAY 7, 2022 GENERAL ELECTION FOR THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS.

Whereas, SubChapt. C, Chapt. 2, Tex. Elec. Code, authorize candidates who are unopposed for election to the governing body, to be declared elected;

Whereas, Section 2.052, Tex. Elec. Code, requires the City Secretary to certify in writing that a candidate is unopposed if only one candidate name is to be placed on the ballot for an office pursuant to Section 52.003, Tex. Elec. Code, and no candidate's name is to be placed on the ballot as a write-in for such office;

Whereas, Section 2.054, Tex. Elec. Code, authorizes the governing body of cities to declare unopposed candidates to be elected, upon receipt of the Section 2.052 certification; and

Whereas, the City Secretary has certified that Dennis Langley, Mary Jane Shanes, and Philip Thurman applied to be on the ballot for the office of City Council Member. No Write-in Candidates were received. Thus, Dennis Langley, Mary Jane Shanes and Philip Thurman, all meet the required qualifications and are unopposed for the three Council Member positions; and

Whereas, the governing body is elected at-large and there were no contests for the three City Council Member positions for the May 7, 2022 General City Election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. The City Council officially finds, determines, and declares that the election was duly and properly ordered, that proper legal notice of such election was duly given in the English language and the Spanish Language, that proper election officers were duly appointed prior to the election, that the election was duly and legally held, that all resident, qualified electors of the City were permitted to vote at the election and due returns of the results of the election had been made and delivered, and that the City of Burnet has duly canvassed such returns, all in accordance with the laws of the State of Texas and of the United States of America and the Resolution R2022-09 calling the election.

Section 2. The election was duly called; that notice of said election was given in accordance with law; DENNIS LANGLEY, and MARY JANE SHANES and PHILIP THURMAN were duly elected Council Members for a term of two years. Each of the said

above named parties are hereby declared duly elected to said office, subject to the taking of their oaths of office as provided by the laws of the State of Texas and the City of Burnet, Texas.

Section 3. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. §551, Tex. Gov't. Code*, having been posted and remaining posted continuously for at least 72 hours preceding the date of this meeting.

PASSED, APPROVED AND ADOPTED this the 10th day of May 2022.

THE CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Proclamation

OF THE MAYOR AND CITY COUNCIL FOR THE
CITY OF BURNET

Whereas, Motorcyclists are relatively unprotected and, therefore, more prone to injury or death in a crash than other vehicle drivers; and,

Whereas, All those who put themselves behind the wheel are responsible for being aware of motorcyclists, regarding them with the same respect as any other vehicle traveling our highways; and,

Whereas, It is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and,

Whereas, We encourage all Burnet County citizens to do their part to increase safety and awareness in our community for motorcycle riders and motorists to give each other the mutual respect they deserve;



Now, therefore, be it proclaimed, that I, Crista Goble Bromley, Mayor of the City of Burnet on behalf of the City Council, of the City of Burnet, Texas, do hereby declare the month of May 2022 to be observed as

Motorcycle Safety Awareness Month

In witness thereof, I hereunto set my hand and caused the seal of the City of Burnet to be affixed this 10th day of May 2022.

Crista Goble Bromley, Mayor

City of Burnet
Solid Waste & Recycling Report

Jan, Feb, Mar
2022

ACDI

Al Clawson Disposal, Inc.

Step 1. What can I recycle?

Metal

Tin Cans

Aluminum Cans

Aluminum Foil –

No food contamination

Please rinse



Paper

Newspaper

Office Paper

Junk Mail

Phone Books

Brown Paper Bags

Magazines

Cereal Boxes

Cardboard – Flatten

(Must be kept dry)



Plastic

Soft Drink, Water, and Other Beverage Bottles

Detergent Bottles

Cleaning Containers

Milk and Water Jugs

Detergent Bottles

Shampoo Bottles

Yogurt Containers

Baby Bottles

Clouded Plastic Containers

5-Gallon Water Bottles

Non-Battery Toys

Plastic Buckets and Tubs

Please rinse and remove lids



Glass

Clear

Brown

Green

Please rinse and remove lids



Step 2. When is my collection day?

*Please see
reverse side for
collection information.*



Step 3. Cart Placement

Place your carts at the curb or edge of the street or alley with the wheels and handle facing toward your house (away from the street). Be sure there is a minimum clearance of three (3) feet on all sides of the carts, including mailboxes, trees, cars etc. The trash and recycling carts also need to be placed three (3) feet apart from each other. This will allow the automated truck arm to safely reach the carts and dump them into the trash or recycling truck.

Please have your
garbage and recycle
carts out by 7:00AM.



What if this tag appears on my cart?

Your container has a material that cannot be
accepted for recycling. Please contact our office to
correct the mistake and schedule a return collection.

Please have your
garbage and
recycle carts out
by 7:00AM.



Product Review







Recycle 101

DON'T

Do not bag	Do not bag items for recycling. Plastic bags, grocery bags, and ziploc bags are not recyclable.
Do not place	Do not place grass clippings, compost items, or food waste in the recycle bin. These items are TRASH only.
Do not place	Do not place styrofoam or packing materials in the recycle bin. These are not recyclable in a single stream service.
Do not place	Do not place linens, cloth, clothing, towels, or fabric in the recycle bin. These items can be thrown away in your trash bin or donated.
Do not put	Do not put any electronics, batteries, computers, cell phones, printers, etc. in the recycle or trash bin. These items are prohibited. Visit www.earth911.com to find a local drop off center.

DO

Place	Place loose recyclable materials in the Green ACDI recycle cart.
Do remove	Do remove all soiled cardboard and paper. For pizza boxes, tear off the greasy areas and make sure the cardboard in your recycle bin is CLEAN.
Do RINSE	Do RINSE all food waste from plastics (numbers 1, 2, and 5) before placing them in the recycle cart. Lids for these plastics are not recyclable. Example: rinse out a soda bottle, throw away the cap, and recycle the bottle.
Do include	Do include RINSED glass jars, beer bottles, wine bottles, beer cans, aluminum foil (balled 2" or larger), and foil pans.
Do	Do your research! Be an informed recycler. For more information about recycling services visit www.clawsondisposal.com or call 512-930-5490.

Non-Recyclable Waste



Recyclable Waste





PLEASE HELP US SERVE YOU BETTER

Cart Placement for Service

Leave space around your carts and other objects to improve collection efficiency and help us serve you better.

Good Cart Placement



**Keep Space Between
Cart & Other Objects**

Poor Cart Placement



**Objects & Carts Too
Close Together**

PLEASE MAKE SURE YOUR TRASH AND RECYCLE CONTAINERS ARE SET OUT AT THE STREET, SIDE BY SIDE WITH A TWO TO THREE FOOT GAP, AND NOT ONE IN FRONT OF THE OTHER. CARTS SHOULD BE PLACED 2-3 FT APART SO THE RECYCLE TRUCK CAN PICK UP AND EMPTY THE RECYCLE CART WITHOUT BEING BLOCKED BY OBSTACLES OR THE TRASH CONTAINER. CARTS SHOULD BE PLACED AT THE STREET THE NIGHT BEFORE SERVICE OR BY 6:00 A.M. ON THE SERVICE DAY.

Jan, Feb, Mar 2022 Tonnage Report

	January	February	March
Residential	206.21	203.21	220.71
Recycle	52.27	44.40	33.17
Commercial	325.89	306.23	355.57
Chunk Your Junk	42.51	22.99	46.85
Chunk Your Junk	240 Cubic Yards	280 Cubic Yards	320 Cubic Yards

Estimated Conservation Report

129.84 Co-Mingled Tonnage

Trees: 2,207

Water: 908,880 Gallons

Homes Powered: 29 Homes for 6 months

Landfill Space: 11,556 Cubic Feet



Estimated
Commodity
Average tonnage
based on EPA
statistics

Plastic: 23.38 Tons

Metal: 28.56 Tons

Paper/Cardboard: 64.92 Tons

Glass: 12.98 Tons

Residential Collection Statistics

Jan, Feb, Mar 2022

Missed Solid Waste Returns: 38

Successful Collections

Residential Solid Waste
Collections: 28,752

0.99987 Collection Rate

Jan, Feb, Mar 2022

Missed Recycle Returns: 9

Successful Collections

Residential Recycle
Collections: 14,376

0.99994 Collection Rate

Al Clawson Disposal, Inc.
www.clawsondisposal.com
info@clawsondisposal.com
512-930-5490

2022

ACDI

Al Clawson Disposal, Inc.



DEVELOPMENT SERVICES REPORT- APRIL 2022

May 10, 2022

RESIDENTIAL PERMITS

Other Residential includes- Residential remodels, accessory structures, electrical, irrigation systems, and On-Site Sewage Facility permits.

Permit Type	April 2022
New Residential	3
Other Residential	23

COMMERCIAL PERMITS

MARCH 2022

3

- BCISD Student Activity Center
- Urgent Care Center
- Remodel at 1803 E Polk St

UNDER CONSTRUCTION

Subdivision	Status
Delaware Springs, Section 19 Phase 3	Beginning Construction
Ranch at Delaware Creek, Phase 3	Beginning Construction
Creekfall, Phase 1	Beginning Construction
Headwaters of San Gabriel, Phase 2	Beginning Construction
Eagle's Nest, Section 3	Beginning Construction

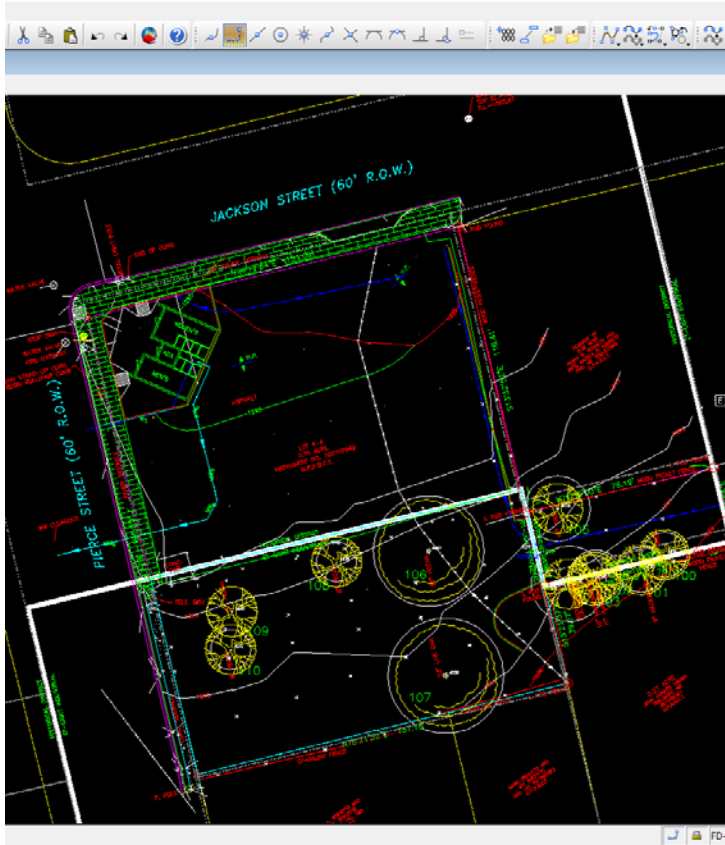


PRE-DEVELOPMENT INFORMATION

Staff meets with developers, builders and/or citizens every Wednesday to discuss upcoming projects.

Staff conducted 12 meetings and 2 Pre-Construction Meetings in the month of April and discussed topics such as:

- Subdivision Developments/Platting
- Existing Commercial property upgrades
- New Commercial Site Development

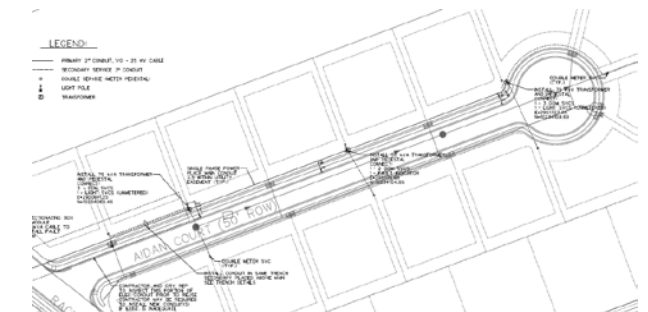


ENGINEER INFORMATION

- Started work on Lamar St
- Site design: Jackson St Restrooms

ENGINEER INFORMATION

- Pre-Construction Meeting with Bennett Paving for The Woodlands
- Development Inspections
- Assisting PW Budgeting
- Delaware 24 Ph 3 Elec Design



QUESTIONS



Council Update

May 10, 2022

Council Update

- Hiring
 - Down one position still
 - Hired several new officers including some in the academy
 - Staffing issues
- Best practices review
- Integrated our cloud server for Watchguard
 - Eliminates the need for officers to touch video multiple times
 - No retention concerns
- NRA Grant
 - Will allow us to purchase 5 more patrol rifles bringing us close to having enough to equip every officer

Advisory panel

- We have incorporated the Burnet Police Advisory Panel
 - Meet every month on the last Thursday.
 - We are going to open up two spots on the panel due to no shows
 - Presented topics on patrol and CID
 - Presented policy changes to pursuit
 - More restrictive
 - Presented change in practice on managing CID case assignments
 - Proactive case management based on data through solvability factors

A person wearing a blue suit is riding a green road bicycle on a city street. The background shows a stone wall with arched windows and parked motorcycles. The image is partially obscured by a dark overlay on the left side where the text is located.

Bicycle Patrol

- Addition of the bicycle patrol
 - Introduced at Bluebonnet Festival
 - Great success
 - Mobility
 - Access to the public
 - Exploring other options on deploying the bicycles

Conclusion

- Last quarter has been dominated by hiring and preparing to train several officers.
- Bluebonnet and the Airshow were significant events we worked.
- Complex criminal cases
- Staffing challenges

STATE OF TEXAS {}
COUNTY OF BURNET {}
CITY OF BURNET {}

On this the 26th day of April, 2022, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

Mayor Crista Goble Bromley
Council Members Ricky Langley, Philip Thurman, Joyce Laudenschlager, Mary Jane Shanes, Cindia Talamantez, Danny Lester
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Adrienne Feild, Habib Erkan, Dennis Langley, Mark Miller, Mark Ingram, Tony Nash, Patricia Langford, Andrew Scott, Leslie Kimbler, Jacob Thomas, Tamara Tinney, Suzanne Rody Rangel, John Erskine, Kelli Sames, Kirk Noaker, Allison McKee

Call to Order: Mayor Bromley called the meeting to order at 6:00 p.m.

INVOCATION: Led by Council Member Mary Jane Shanes

PLEDGES (US & TEXAS): Led by Council Member Ricky Langley

SPECIAL REPORTS/RECOGNITION:

Chamber of Commerce Report: A. McKee: Allison McKee, Director of the Burnet Chamber of Commerce, updated all present on the success of the 2022 Bluebonnet Festival. Ms. McKee informed all present that a fish fry luncheon will be provided by the Chamber of Commerce at the Burnet Community Center on Thursday, May 5th to thank all City Staff that volunteered and worked the Bluebonnet Festival. New signage has been installed at the Chamber office to improve visibility. The City will partner with the Chamber of Commerce at the May Coffee and Conversation event to provide a “meet and greet” for new City Staff.

Burnet Municipal Court Report: T. Tinney: Judge Tamara Tinney updated Council on Burnet Municipal Court Operations to include, automation progression such as scanning and payment processing being able to be done at Council Chambers, improvement in paperless processing, and emailed notifications to defendants instead of postal mail. The backlog of trails due to COVID restrictions has been caught up. The Court has seen an increase in Code Cases the first quarter of the year.

March 2022 Financial Report: P. Langford: Director of Finance Patricia Langford reviewed all funds. Current financials are doing well at the close of March. An increase in Sales Tax was recognized for March as well.

CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

Approval of the April 12th, 2022 City Council Workshop Meeting Minutes:

Approval of the April 12th, 2022 Regular City Council Meeting Minutes: Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

EXECUTIVE SESSION: Council Member Joyce Laudenschlager moved to convene to Executive Session at 6:14 p.m. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Executive Session: Pursuant to Texas Government Code Sec. 551.086 the City Council of the City of Burnet shall convene in executive session for deliberations pertaining to the municipally owned utility-Electric: D. Vaughn

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Ricky Langley made a motion to reconvene to regular session at 6:48 p.m. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Commemorative Air Force Airshow Report: Kirk Noaker, Chairman of the CAF Airshow committee informed all present that the 2022 Airshow was the best ever held. The estimated number of attendees was 5,600 which

Mr. Noaker attributed to increase marketing and social media exposure. Upcoming CAF events include Pumpkins and Paratroopers, a Wine and Wing event and the implementation of a Junior Cadet program.

Discuss and consider action: Direction to staff as discussed in Executive Session: D. Vaughn: No action taken.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS: 20.00 ACRES (INSIDE CITY LIMITS) OF LAND OUT OF THE TEXAS CENTRAL RAILWAY CO. SURVEY NO. 85, ABSTRACT NO. 1402 WITH HEAVY COMMERCIAL– DISTRICT “C-3” CLASSIFICATION: L. Kimbler: Council Member Mary Jane Shanes moved to approve and adopt Ordinance 2022-26 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED “SIGN REGULATIONS AND STANDARDS”) SECTION 21-1 (ENTITLED “DEFINITIONS”) BY ADDING A DEFINITION FOR “CITY PROPERTY” AND SECTION 21-12 (ENTITLED “PROHIBITED SIGNS”) BY PROHIBITING UNAUTHORIZED SIGNS TO BE PLACED ON CITY PROPERTY AND AUTHORIZING THE REMOVAL OF CERTAIN PROHIBITED SIGNS: H. Erkan: Council Member Philip Thurman moved to approve and adopt Ordinance 2022-27 with an amendment added that stipulates a two hundred dollar minimum fine on the first offense and up to a five hundred dollar fine on the second and subsequent offenses. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 98 (ENTITLED “SUBDIVISIONS) BY AMENDING APPENDIX “A”(ENTITLED “PERMIT FEES”) TO SET FEES FOR APPLICATION REVIEWS BY THE STAFF CITY ENGINEER: H. Erkan: Council Member Philip Thurman moved to approve and adopt Ordinance 2022-28 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Award Request for Proposal (RFP) 2022-003 Employee Benefits Insurance Broker and Consulting Services and authorize the City Manager to execute the contract: K. Sames: Council Member Joyce Laudenschlager moved to award the bid for RFP 2022-003 Employee Benefits Insurance Broker to Hub International as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Amendment to Resolution R2022-33 City Hall Lease Agreement: D. Vaughn: Council Member Philip Thurman moved to approve the amendment to Resolution R2022-33 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER (ENTITLED “BUILDING AND BUILDING REGULATIONS”) FOR THE PURPOSES OF AMENDING FEE SCHEDULE TABLE FOUR (ENTITLED “FIRE CODE PERMIT FEES”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: J. Erskine: Council Member Joyce Laudenschlager moved to approve the first reading Ordinance No. R2022-29 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING TRIMBUILT CONSTRUCTION, INC., AS THE CITY HALL PROJECT CONTRACTOR AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH THE SELECTED CONTRACTOR: H. Erkan: Council Member Ricky Langley moved to approve Resolution R2022-38 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A LICENSE AGREEMENT ALLOWING CAREFLITE STAFF TO BE HOUSED AT THE CENTRAL FIRE STATION: M. Ingram: Council Member Danny Lester moved to approve Resolution R2022-39 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Accept resignation and appoint members to the Burnet Zoning Board of Adjustments:
K. Dix: Council Member Danny Lester made a motion to accept the resignation of Zoning Board of Adjustment Member Paul Shell and appoint Herve Derek Fortin to fill the unexpired term to end in June 2022. Council Member Philip Thurman seconded. The motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest: Council Member Philip Thurman requested Staff to consider additional projects in the budget planning process.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Danny Lester at 7:53 p.m. Seconded by Council Member Mary Jane Shanes. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



**Fire Department
Fire Marshal's Office**

ITEM 6.1

John Paul Erskine
Fire Marshal
(512)-553-3492
jerskine@cityofburnet.com

Agenda Item Brief

Meeting Date: May 10, 2022

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER (ENTITLED "BUILDING AND BUILDING REGULATIONS") FOR THE PURPOSES OF AMENDING FEE SCHEDULE TABLE FOUR (ENTITLED "FIRE CODE PERMIT FEES"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: J. Erskine

Background: Burnet's first fire code fees were established with the adoption of the 2012 International Fire Code. Have not been updated since. Currently charged by main fire system categories broken down by projects <12,000sqft and projects >12,000sqft. Current fees are under-valued and overly inclusive. These fees (except for outdoor burning) only apply to commercial projects.

Information: We are asking Council to approve amending Article XI, Sec. 22-262. Table 4 to the proposed separation of permits and inspections into their code and industry recognized categories, each with fees appropriate to their size and complexity as recommended by staff.

Fiscal Impact: Positive. Fire Permit/Inspection revenue stands to increase 90% to 125% per commercial project while providing fee costs that are fiscally equitable to project owners of differing sizes.

Recommendation: Approve and adopt Ordinance 2022-29 as presented.

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER (ENTITLED “BUILDING AND BUILDING REGULATIONS”) FOR THE PURPOSES OF AMENDING FEE SCHEDULE TABLE FOUR (ENTITLED “FIRE CODE PERMIT FEES”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the City’s inherent powers as a home rule municipality, the laws and constitution of this state, including Texas Local Government Code Chapter 214, city council has adopted national building, fire, electrical, plumbing, mechanical and similar codes within Chapter 22 of the City Code; and

WHEREAS, pursuant to Ordinance No. 21-24, city council amended Chapter 22 to place all fees authorized by said chapter in one fee schedule; and

WHEREAS, City Council desires to amend table four of the fee schedule by adoption of new Fire Code Permit Fees; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

Section one. Code Amendment. City Code Chapter 22 (entitled “*Buildings and Building Regulations*”); Article XXI (entitled “*Fee Schedule*”); Table Four (entitled “*Fire Code Permit Fees*”) is hereby amended by replacing the existing language with the language in the exhibit labeled “*Table Four – Fire Code Permit Fees*” attached hereto and incorporated in this ordinance for all purposes.

Section two. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “*General Penalty*”).

Section three. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section four, (entitled “*Repealer*”) shall be controlling.

Section four. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section five. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section six. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section seven. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed and Approved on first reading on the 26th day of April, 2022

Passed, Approved, and Adopted on 10th day of May, 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Attachment: Table Four – Fire Code Permit Fees.

Table Four – Fire Code Permit Fees

The following are the plan review, inspection and general fire safety fees charged by the City of Burnet Fire Marshal's Office.

Taxing Entities (ISD's, County, State or Federal) are charged full price for review fees but given a 50% reduction in first round inspection fees. Any re-inspections are subject to the full prices included herein.

PLAN REVIEW FEES	
Construction Permit w/plan review - up to 5000 square feet	\$150
Construction Permit w/plan review - > 5000 square feet	\$150 +\$0.05 sqft
Construction Permit w/plan review; maximum fee	\$1000
Fire Sprinkler System - 1-10 heads	\$50
Fire Sprinkler System - 11-25 heads	\$100
Fire Sprinkler System - 26-100 heads	\$150
Fire Sprinkler System - 101-200 heads	\$200
Fire Sprinkler System - each additional head >200	\$200 + .50 ea
Underground Fire Main - when separate from the Sprinkler System	\$200
Fire Pump - per pump	\$200
Standpipe (Stand Alone) per system	\$200
NFPA 22 Water Supply Tank - per tank (unless same specification)	\$200
Fixed Fire Suppression System - Per system	\$150
Fire Alarm System - 1-10 devices	\$100
Fire Alarm System - 11-25 devices	\$150
Fire Alarm System - 26-100 devices	\$200
Fire Alarm System - 101-200 devices	\$250
Fire Alarm System - each additional devices >200	\$250 + .50 ea
Commercial Hood Suppression System	\$150
Smoke Control System – Per system	\$150
Petroleum – Above Ground Storage Tank	\$150 +\$50 each additional
Petroleum – dispensary piping	\$150
Petroleum – Underground tank and delivery system – per system	\$300

INSPECTIONS**	
Building Inspections	
Final Inspection / Construction Certificate of Occupancy (CCO) Construction	\$100
Inspection – Business Certificate of Occupancy	\$50
Building Inspection	\$50
Change of Occupancy Type or Occupancy Load	\$25
Licensing Inspections	
License Inspections - Private School / Day Care - 25 or less	\$50
License Inspections - Private School / Day Care - 26 to 100	\$100
License Inspections - Private School / Day Care - 101 and greater	\$200
License Inspections - Nursing or Assisted Living	\$150
License Inspections - Hospitals	\$200
License Inspections – Private Institutional - Restrained	\$200
License Inspections - Licensed Group Home	\$75
License Inspections - Foster Adoption 501C3 and/or Taxing Entities	No Charge
Fire Systems Inspections	
Fire Sprinkler System - Visual or Final - 1 to 10 heads **	\$50
Fire Sprinkler System - 11 to 25 heads **	\$100
Fire Sprinkler System - 26-100 heads **	\$200
Fire Sprinkler System - 101-200 heads **	\$250
Fire Sprinkler system - each additional head > 200 **	\$250 + \$.50 ea device >200
Underground Fire Protection **	\$50
Underground Fire Main Inspection **	\$50
Sprinkler System Pressure Test **	\$25
Fire Pump - per pump **	\$200
Standpipe - per system **	\$200
Water Supply Tank - per system **	\$100
Fixed Fire Suppression System - Per system **	\$50
Commercial Cooking Hood Inspection (Light or Smoke test)	\$50
Commercial Cooking Hood Suppression System Inspection	\$50
Fire Alarm System - 1-10 initiating and/or signaling devices **	\$100
Fire Alarm System - 11-25 initiating and/or signaling devices **	\$150
Fire Alarm System - 26-100 initiating and/or signaling devices **	\$200
Fire Alarm System - 101 - 200 initiating or signaling devices **	\$250
Fire Alarm System - > 200 initiating or signaling devices **	\$250 + \$.50 ea device >200
Smoke Control System - Per system **	\$50
Petroleum – Above Ground Storage Tank	\$150 +\$ 50 each additional
Petroleum – dispensary piping	\$50
Underground Petroleum Liquid Tank - Per system **	\$100

**** All failed inspections are subject to reinspection fees at the following rates:
1st re-inspection, same as initial inspection fee. 2nd x2. 3rd x3 etc.**

GENERAL FIRE SAFETY PERMITS	
Tents and Membrane Structures - 400 to 600 square feet	\$50
Tents and Membrane Structures - 601 to 1000 square feet	\$75
Tents and Membrane Structures - 1001 square feet and over	\$100
Fireworks - Display - Single shoot date	\$100
Fireworks - Display - each additional consecutive shoot date per day	\$50
Blasting for Excavation – Application (non-refundable)	\$50
Blasting for Excavation – Permit	\$100
Outdoor Burning – Single Property	\$20
Outdoor Burning – HOA, POA, Subdivision	\$40
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) 2-10 Acres	\$200
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) >10 Acres	\$200 +\$20 per acre net clearing
Mobile Food Units	\$50
Operational Permit - listed in Section 105.6 of the IFC	\$100
Mass Gathering	\$100
Special Permit - Other required permits not listed	\$50

OTHER FEES / PENALTIES	
Late Fee on submittals with a minimum deadline	\$25.00 each
Construction without permit Fees	3x permit fees
Fire Code Violations - Per offense/per day - Class C misdemeanor	\$100-\$2000
Fire Code Violations - Per day - Civil	\$200

Current Fee Schedule Adopted 2013

Type	Cost	Notes
Burn Permits		
Residential Burn Permit	\$20	
HOA, POA, Subdivision	\$40	Community burn location
Res. or Com. Development	\$120	
Fireworks Displays		
	\$100	
New and Remodel Construction		
Fire Safety Plan Review	\$100	General – New Construction
Fire Safety Plan Review	\$50	General – Major Remodel
Sprinkler System	\$100	<12,000 sqft
Sprinkler System	\$200	> 12,000 sqft
Alarm System	\$100	<12,000 sqft
Alarm System	\$200	> 12,000 sqft
Commercial Hood Suppression	\$75	
System Inspections		
Underground Fire Main Inspection	\$30	
Sprinkler System Pressure Test	\$25	
Sprinkler System Final	\$50	<12,000 sqft
Sprinkler System Final	\$100	> 12,000 sqft
Alarm System Final	\$50	<12,000 sqft
Alarm System Final	\$100	> 12,000 sq.ft.
Commercial Hood Suppression Final	\$25	
Re-inspection Fees	½ rate	Of Initial Inspection charge
Licensing Inspections		
Foster Home	\$0	
Group Home	\$25	
Day Care	\$25	
Nursing Home/Asst. Living	\$75	
Hospital	\$100	
Private Correction Facility	\$50	
County or State Corrections Facility	\$0	
Insurance Inspection	\$25	
After Hour Inspection Rate		
	Fee +	Inspector over time rate – 1 Hr Minimum

PLAN REVIEW FEES COMPARISON

	Burnet Proposed	Austin	Leander	Marble Falls
Construction Permit w/plan review - up to 5000 square feet	\$150	\$215	\$100 + \$0.10 per sqft	\$200
Construction Permit w/plan review - > 5000 square feet	\$150 +\$0.05 sqft	\$215	\$100 + \$0.10 per sqft	\$200
Construction Permit w/plan review; maximum fee	\$1,000		No Max	\$200
Fire Sprinkler System - 1-10 heads	\$50	\$57		\$50
Fire Sprinkler System - 11-25 heads	\$100	\$113	\$100 < 6000sqft	\$50
Fire Sprinkler System - 26-100 heads	\$150	\$170	\$200 > 6000sqft	\$50
Fire Sprinkler System - 101-200 heads	\$200	\$226	\$200 > 12000sqft + \$0.01 per sqft	\$50
Fire Sprinkler System - each additional head >200	\$200 + .50 ea	\$226 + .50 ea		\$50
Fire Pump - per pump	\$200	\$725		\$50
Standpipe (Stand Alone) per system	\$200	\$226		
NFPA 22 Water Supply Tank	\$200			
Fixed Fire Suppression System - Per system	\$150	\$226		
Fire Alarm System - 1-10 devices	\$100	\$129	\$100 <200 devices	\$100
Fire Alarm System - 11-25 devices	\$150	\$193	\$150 >200 +\$0.50 ea additional	\$100
Fire Alarm System - 26-100 devices	\$200	\$257		\$100
Fire Alarm System - 101-200 devices	\$250	\$321		\$100
Fire Alarm System - each additional devices >200	\$250 + .50	\$321 + .50		\$100
Commercial Hood Suppression System	\$150	\$257		\$100
Smoke Control System – Per system	\$150			
Petroleum – Above Ground Storage Tank	\$150 +\$50 each additional			\$100
Petroleum – dispensary piping	\$150			
Petroleum – Underground tank and delivery system – per system	\$300			

INSPECTIONS** COMPARISON

Building Inspections

	Burnet (proposed)	Austin	Leander	Marble Falls
Final Inspection / Construction Certificate of Occupancy (CCO) Construction	\$100	\$129	\$100	\$50
Inspection – Business Certificate of Occupancy	\$50	\$129	\$50	
Building Inspection by request non licensure	\$50	\$129		
Change of Occupancy Type or Occupancy Load	\$50	\$129		

Licensing Inspections

License Inspections - Private School / Day Care - 25 or less	\$50	\$129	\$50	\$25
License Inspections - Private School / Day Care - 26 to 100	\$100	\$257	\$100	\$25
License Inspections - Private School / Day Care - 101 and greater	\$200	\$257	\$100	\$25
License Inspections - Nursing or Assisted Living	\$150	\$200 to \$1500	\$120 + \$1.00 per bed	\$100
License Inspections - Hospitals	\$200	\$257 to \$1300		\$100
License Inspections – Private Institutional - Restrained	\$200			
License Inspections - Licensed Group Home	\$75	\$129		\$25
License Inspections - Foster Adoption 501C3 and/or Taxing Entities	No Charge	\$129		\$25

Fire Systems Inspections

Fire Sprinkler System - Visual or Final - 1 to 10 heads **	\$50	\$129	\$50	\$50
Fire Sprinkler System - 11 to 25 heads **	\$100	\$193	\$100	\$50
Fire Sprinkler System - 26-100 heads **	\$200	\$257	\$100	\$50
Fire Sprinkler System - 101-200 heads **	\$250	\$321	\$100	\$50
Fire Sprinkler system - each additional head > 200 **	\$250 + \$.50 ea device > 200	\$321 + \$.50 ea device > 200		\$50
Underground Fire Main Inspection **	\$50	\$257		\$50

Sprinkler System Hydrostat Test **	\$25			
Fire Pump - per pump **	\$200			
Standpipe - per system **	\$200			\$100
Water Supply Tank - per system **	\$100			
Fixed Fire Suppression System - Per system **	\$50			\$100
Commercial Cooking Hood Inspection (Light or Smoke test)	\$50			
Commercial Cooking Hood Suppression System Inspection	\$50	\$257		
Fire Alarm System - 1-10 initiating and/or signaling devices **	\$100	\$129	\$100 ≤ 200 devices \$200 > 200 devices	
Fire Alarm System - 11-25 initiating and/or signaling devices **	\$150	\$193		
Fire Alarm System - 26-100 initiating and/or signaling devices **	\$200	\$257		
Fire Alarm System - 101 - 200 initiating or signaling devices **	\$250	\$321		
Fire Alarm System - > 200 initiating or signaling devices **	\$250 + \$.50 ea device > 200	\$321 + \$.50 ea device > 200		
Smoke Control System - Per system **	\$50			
Petroleum – Above Ground Storage Tank	\$100 +\$ 50 2 or more		\$150	\$100
Petroleum – dispensary piping	\$50			
Underground Petroleum Liquid Tank - Per system **	\$100			

Special Inspections

Mobile Food Truck	\$50	\$257		
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GENERAL FIRE SAFETY PERMITS COMPARISON

	Burnet (Proposed)	Austin	Leander	Marble Falls
Tents and Membrane Structures - 400 to 600 square feet	\$50	\$204 1st tent +\$51 per tent thereafter	\$50 per tent	\$100
Tents and Membrane Structures - 601 to 1000 square feet	\$75		<400sqft + \$0.10 per sqft > 400	\$100
Tents and Membrane Structures - 1001 square feet and over	\$100			\$100
Fireworks - Display - Single shoot date	\$100	\$306	\$100	\$100
Fireworks - Display - each additional consecutive shoot date per day	\$50			
Outdoor Burning – Single Property	\$20	Not allowed	Not allowed	No Charge
Outdoor Burning – HOA, POA, Subdivision	\$40			No Charge
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) 2-10 Acres	\$200			No Charge
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) >10 Acres	\$200 +\$20 per acre net clearing			No Charge
Operational Permit - listed in Section 105.6 of the IFC	\$100		\$80	
Mass Gathering	\$100		\$1,000	
Special Permit - Other required permits not listed	\$50		\$80	\$50

OTHER FEES / PENALTIES

Late Fee on submittals with a minimum deadline	\$25.00 each			
Construction without permit Fees	3x permit fees			\$200
Fire Code Violations - Per offense/per day - Class C misdemeanor	\$100-\$2000			
Fire Code Violations - Per day - Civil	\$200			

Two recent Entegris projects brought \$455 each.
Under the proposed fee schedule they would bring
in ...

Projects from 0 to 12,000sqft	
Assuming fire systems required	
Current Fee Schedule	
Plan Review	\$100
Sprinkler Plan review < 12,000	\$100
Alarm Plan review < 12,000	\$100
Underground inspection	\$30
Pressure Test	\$25
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$300
Inspections	\$155
Total	\$455

Example 5187Sqft	
Assuming fire systems required	
New Fee Schedule	
Plan Review	\$409
Sprinkler Plan review 1-100 heads	\$150
Alarm Plan review 1-50 devices	\$150
Underground inspection	\$50
Pressure Test	\$25
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$559
Inspections	\$325
Total	\$884

Example 8050Sqft	
Assuming fire systems required	
New Fee Schedule	
Plan Review	\$552
Sprinkler Plan review 1-100 head:	\$150
Alarm Plan review 1-50 devices	\$150
Underground inspection	\$50
Pressure Test	\$25
Underground Main	\$50
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$852
Inspections	\$225
Total	\$1,077

Student Activity Center 62,000 Sqft Current Fee Schedule	
Plan Review	\$100
Sprinkler Plan review > 12,000	\$200
Alarm Plan review > 12,000	\$200
Underground inspection	\$30
Pressure Test	\$25
Sprinkler Final Inspection	\$100
Alarm Final Inspection	\$100
Permits	\$500
Inspections	\$255
Total	\$755

Student Activity Center 62,000 Sqft Proposed Fee Schedule Taxing Entities	
*Plan Review > 5000sqft	\$1,000
*Sprinkler Plan review > 100 heads	\$205
*Alarm Plan review, 1-50 devices	\$100
Underground inspection	\$25
Pressure Test	\$13
Sprinkler Final Inspection	\$103
Alarm Final Inspection	\$50
Permits	\$1,305
Inspections	\$191
Total	\$1,496

Commercial Activity Center 62,000 Sqft Proposed Fee Schedule Regular Commercial Entities	
*Plan Review > 5000sqft	\$1,000
*Sprinkler Plan review > 100 heads	\$205
*Alarm Plan review, 1-50 devices	\$100
Underground inspection	\$50
Pressure Test	\$25
Sprinkler Final Inspection	\$205
Alarm Final Inspection	\$50
Permits	\$1,305
Inspections	\$330
Total	\$1,635

* SEE formulas in fee schedule

98% Increase

* SEE formulas in fee schedule

117% Increase



Administration

ITEM 6.2

Habib Erkan Jr.
Assistant City Manager
(512)-715-3201
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date:

November 9, 2021

Agenda Item:

Discuss and consider action **RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, RATIFYING THE ABANDONMENT AND VACATION OF PORTIONS OF NORTH SILVER STREET, EAST BRIER STREET AND EAST POST OAK STREET LOCATED WITHIN THE PETER KERR DONATION ADJACENT TO BLOCKS 13, 16, 17, AND 18; AND MAKING SAID ABANDONMENT AND VACATION SUBJECT TO RESERVATION OF PUBLIC UTILITY EASEMENTS; DIRECTING THE CITY SECRETARY TO CAUSE AN INSTRUMENT OF ABANDONMENT TO BE RECORDED IN THE DEED RECORDS OF BURNET COUNTY AND PROVIDING AN EFFECTIVE DATE:** H. Erkan

Background:

By minute order approved on May 24, 2005, Council acted to abandon and vacate certain segment of paper street, including portion of North Silver Street, East Brier Street and East Post Oak Street located in the Peter Kerr Donation adjacent) to Blocks 13, 16, 17 and 18. However, the order did not include a map of the vacated streets nor was any instrument of vacation ever filed in the Public Records of Burnet County memorializing the abandonment and vacation.

Information:

This Resolution finalizes the action to vacate and abandoned the aforementioned public streets by adoption of a resolution and including with the resolution an instrument of abandonment to be recorded in the Public Records of Burnet County, and a map identifying the street segments abandoned and vacated. This resolution also authorizes the reservation of a utility easement from said abandonment.

Fiscal Impact:

There is a \$38.00 recordation cost for recordation documents in the Public Records.

Recommendation:

Approve and adopt Resolution R2022-41 as presented.

RESOLUTION NO. 2022-41

A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, RATIFYING THE ABANDONMENT AND VACATION OF PORTIONS OF NORTH SILVER STREET, EAST BRIER STREET AND EAST POST OAK STREET LOCATED WITHIN THE PETER KERR DONATION ADJACENT TO BLOCKS 13, 16, 17, AND 18; AND MAKING SAID ABANDONMENT AND VACATION SUBJECT TO RESERVATION OF PUBLIC UTILITY EASEMENTS; DIRECTING THE CITY SECRETARY TO CAUSE AN INSTRUMENT OF ABANDONMENT TO BE RECORDED IN THE DEED RECORDS OF BURNET COUNTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 311.007 of the Texas Transportation Code provides a “home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality”; and

WHEREAS, Section 272.001 (b) of the Texas Local Government Code authorizes the sale of a municipality’s interest in real property for less than market value if the municipality’s interest in the real property is by easement and the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, by minute order approved on May 24, 2005, and reading:

“The first item on the agenda is a request by the City of Burnet to abandon/vacate portion ~ of N. Silver Street, E. Brier Street and E. Post Oak Street located in the Peter Kerr Donation adjacent (sic) to Blocks 13, 16, 17 and 18. These streets were originally platted but never constructed. A motion was made by Jim Roberts to approve the request and seconded by Joe Everett. Motion carried unanimously with Bret Burton abstaining (5 – In Favor; 0 – Against; 1 – Abstaining). Councilman Riddell moved to accept the P&Z recommendation, Councilman Ritter seconded, motion carried with a six to one vote with Councilman Shell voting no.”

Council acted to action to abandoned and vacate portions of the aforementioned streets; and

WHEREAS, the action taken on May 24, 2005, neither included a map identifying the segments of the aforementioned streets to be vacated, nor the approval of an instrument memorializing the abandonment and vacation of said streets; and

WHEREAS, Council adopts this Resolution to complete action to abandon and vacate the aforementioned streets and authorize the execution and recordation of an instrument recording such action.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section two. Abandonment and Vacation of Street Rights-of-Way. Subject to the reservations stated in Section three, below, that portion of North Silver Street, East Brier Street and East Post Oak Street located in the Peter Kerr Donation adjacent) to Blocks 13, 16, 17 and 18, and more particularly described by hashmarks (///) on Exhibit "A" attached to the instrument referenced in section four, are hereby abandoned and vacated in favor of the abutting property owners, in proportion of their abutting ownership.

Section three. Retention of Public Utility Easement. Said abandonment and vacation is subject to reservation of a public utility easement over, across, and under the entire width and length of abandoned and vacated street segments.

Section four. Abandonment Recorded. The City Manager is hereby authorized and directed to execute an instrument releasing, abandoning and terminating the public rights-of-way contemplated by this Resolution, in substantial form as Appendix "One" attached hereto and such other instruments and documents reasonably necessary to facilitate the purpose of this Resolution. Upon such execution, the City Secretary to record said instrument in the Real Property Records of Burnet County.

Section seven. Effective Date. That this Resolution is effective upon passage and approval.

PASSED AND APPROVED on the 10th day of May 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

APPENDIX ONE
ABANDONMENT AND VACATION OF PUBLIC RIGHT OF WAY

ABANDONMENT AND VACATION OF PUBLIC RIGHT OF WAY

THE STATE OF TEXAS

§

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BURNET

§

WHEREAS, on the 10th day of May, 2022, the City Council of the City of Burnet, Texas, took action on passage and approval of Resolution No. 2022-41, authorizing the execution and recordation of this instrument.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Abutting Properties, or any portion thereof, and in proportion to their abutting ownership, the City of Burnet, Burnet County, Texas ("City") had subject to the reservations stated herein, **ABANDONED AND VACATED** and, by these presents, does **ABANDON AND VACATE** the Public Rights-of-Way Easement describe as:

that portion of North Silver Street, East Brier Street and East Post Oak Street located in the Peter Kerr Donation adjacent) to Blocks 13, 16, 17 and 18,

and more particularly described by hashmarks (///) in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations: The City hereby reserves for itself a Public Utility Easement, for the placement of below ground and above ground water, sewer, electric, gas, and telecommunication facilities, within the entirety of the street segments **ABANDONED AND VACATED** by these presents.

It is expressly agreed and understood that this is a release of only said Public Rights of Way Easement and this **ABANDONMENT AND TERMINATION** does not release, affect or impair the Public Utility Easement described in the Reservations herein, or any other matters of record not expressly released hereby. By execution hereof, the City confirms and acknowledges the Public Rights of Way Easement as described in **Exhibit "A"** will be of no further force or effect, save and except as stated in the Reservations.

Remainder of page to remain intentionally blank and signature page to follow:

EXECUTED TO BE EFFECTIVE the ____ day of _____, 2022.

CITY OF BURNET, TEXAS

David Vaughn, City Manager

ATTEST:

Kelly Dix, City Secretary

THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David Vaughn, of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____, 2018.

[Seal]

Notary Public in and for the State of Texas

My Commission Expires:_____

AFTER RECORDING RETURN TO:

City of Burnet, Texas
Attn. City Secretary
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, TX 78611

Exhibit “A”
Rights-of-Way Abandoned

Hoover ROW

Abandon old ROW

Legend

- Feature 1
- Feature 2





Finance

ITEM 6.3

Patricia Langford
Director of Finance
(512)-715-3205
plangford@cityofburnet.com

Agenda Item Brief

Meeting Date: May 10, 2022

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

Background:

Information: This ordinance provides for fiscal year 2021-2022 budget amendments as listed on Attachment "A". The majority of the items listed were previously presented to and approved by the City Council.

Fiscal Impact: As noted on Attachment "A"

Recommendation: Approve and adopt Ordinance 2022-30 as presented

ORDINANCE NO. 2022-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY.

WHEREAS, the City of Burnet, Texas Fiscal Year 2021-2022 Budget was adopted by Ordinance 2021-31 within the time and in the manner required by State Law; and

WHEREAS, the City of Burnet, Texas has reviewed the Budget; and

WHEREAS, the City Council of the City of Burnet, Texas has considered the status of the Capital Improvement Projects for the rest of the fiscal year; and

WHEREAS, the City Council of the City of Burnet, Texas hereby finds and determines that it is prudent to amend the line items due to unforeseen situations that have occurred in the City; and

WHEREAS, the City Council of the City of Burnet, Texas further finds that these amendments will serve in the public interest; and

WHEREAS, the City Council of the City of Burnet, Texas finds and determines that the change in the Budget for the stated municipal purpose is warranted and necessary, and that the amendment of the Budget to fund these line items due to unforeseen situations and a matter of public necessity warranting action at this time;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

Section 1. Findings

The facts and matters set out above are found to be true and correct.

Section 2. Purpose

The City of Burnet, Texas, Fiscal Year 2021-2022 Budget is hereby amended to reflect the effect of unforeseen circumstances, as reflected in attachment "A",

Section 3. Savings/Repealing Clause

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal

of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability

It is hereby declared to be the intention of the City Council that if any of the sections, paragraphs, sentences, clauses, and phrases of the Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections.

PASSED AND APPROVED the First Reading on this the 10th day of May, 2022.

FINALLY PASSED AND APPROVED on this the 24th day of May, 2022.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

ATTACHMENT A

- 1. \$96,000 increase to the General Capital Project Fund budget for the purchase of COVID-19 tests. The cost of the increase is being offset by testing fee revenue that was charged by the Fire department.**
- 2. \$100,000 increase to General Capital Project Fund budget allowing the Police and Fire department to spend donated funds. This cost will be covered by a donation made by the estate of Stella Pelej which generously bequipped a gift of \$50,000.00 to the Burnet Police Department and a gift of \$50,000.00 to the Burnet Fire Department. (Presented at 1/4/22 Council Meeting).**
- 3. \$11,000 increase to General Capital Project Fund budget for the purchase of a new plotter for the Development Services department. The cost will be covered by general fund balance.**
- 4. \$11,000 increase to the General Capital Project Fund budget for the purchase of six laptops primarily purchased for the council to use at the community center. In addition, city hall staff uses the laptops as needed. The cost will be covered by general fund balance.**
- 5. \$22,000 increase to the Airport Capital Fund budget for professional services for the development of Minimum Standards for Commercial Aeronautical Activity and Airport Rules and Regulations (Guiding Documents). The cost will be covered by Airport fund balance. (Presented at 2/22/2022 Council Meeting).**
- 6. \$15,250 increase to the General Capital Project fund budget to cover the price increase to purchase a new track loader for the Street department. The original budget amount was \$140,000. The cost will be covered by fund balance. (Presented at 2/22/22 Council Meeting).**
- 7. \$2,500 increase to the General Fund operating budget for administrative expenses for the new deferred compensation consulting services agreement. The cost will be covered general fund balance. (Presented at 3/22/22 Council Meeting).**
- 8. \$65,000 increase to the General Capital Project Fund budget for engineering department expenses to purchase new design and analysis software. The cost will be covered by general fund balance. (Presented at 4/12/22 Council Meeting).**
- 9. \$14,000 net increase to the Self-Funded Fund budget for the purchase of a new vehicle for the Public Works Director. The \$40,000 budget that was originally approved for the purchase of a Street department vehicle will be transferred to offset this purchase and the remaining \$14,000 will be covered by fund balance. (Presented at 4/12/22 Council Meeting).**
- 10. \$30,000 increase to Water and Wastewater Fund budget, a \$15,000 increase to the Development Services budget, a \$4,000 increase the General Fund Parks department budget, and a \$4,000 increase to the General Fund Streets department budget for salaries and benefits. This is to properly allocate the Director of Public Works salary for the remainder of the fiscal year which was previously being funded from the Electric Fund. The costs will be covered by the fund's operations.**

11. **\$52,500 increase to the Water and Wastewater Fund and a \$13,000 increase to the Electric Fund budget for salaries and benefits, to properly allocate the Engineer and the future Project Manager's salaries for the remainder of the fiscal year. The costs will be covered the fund's operations.**



Administration

ITEM 6.4

Adrienne Feild
Admin Services/Airport Manager
512.715.3214
afeild@cityofburnet.com

Agenda Item Brief

Meeting Date: May 10, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN AGREEMENT WITH KSA ENGINEERING FOR A HANGAR AT BURNET MUNICIPAL AIRPORT AND ASSOCIATED IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY: A. Feild

Background: At a City Council budget workshop on May 19, 2021, City Council prioritized the revenue generating impact of a box hangar at the Burnet Municipal Airport.

At a regular session on July 27, 2021, City Council approved an ordinance authorizing the issuance of the City of Burnet, Texas combination tax and revenue Certificates of Obligation, Series 2021; levying an Ad Valorem tax and pledging certain surplus revenues in support of the Certificates; approving an official statement, a paying agent/registrar agreement and other agreements relating to the sale and issuance of these certificates; and ordaining other matters relating to the issuance of these certificates.

At a special session on November 16, 2021, City Council approved the proposal for professional engineering services with KSA engineers for a new box hangar.

Information:

Fiscal Impact: Approval of this resolution will have a financial impact not to exceed \$86,100 to be expensed out of the Airport Capital Project Fund

Recommendation: Approve and adopt Resolution R2022-43 as presented.

RESOLUTION NO. R2022-43

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN AGREEMENT WITH KSA ENGINEERING FOR A HANGAR AT BURNET MUNICIPAL AIRPORT AND ASSOCIATED IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY

WHEREAS; at a City Council budget workshop on May 19, 2021, City Council prioritized the revenue generating impact of a box hangar at the Burnet Municipal Airport; and

WHEREAS; at a regular session on July 27, 2021, City Council approved an ordinance authorizing the issuance of the City of Burnet, Texas combination tax and revenue Certificates of Obligation, Series 2021; levying an Ad Valorem tax and pledging certain surplus revenues in support of the Certificates; approving an official statement, a paying agent/registrar agreement and other agreements relating to the sale and issuance of these certificates; and ordaining other matters relating to the issuance of these certificates; and

WHEREAS; at a special session on November 16, 2021, City Council approved the proposal for professional engineering services with KSA engineers for a new box hangar.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Findings. The recitals to this Resolution are incorporated herein for all purposes.

Section two. Approval. The KSA - Project: 100300 Burnet Municipal Airport Box Hangar Agreement attached hereto is hereby approved.

Section three. Authorization. The City Manager is hereby authorized and directed to execute the attached agreement, and execute such ancillary documents and take such other actions reasonably necessary to facilitate the purpose of this resolution; provided the total monetary obligation to the City under said Agreement does not exceed budget funding for the project

Section four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

Section five. Effective date. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 10th day of May, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Burnet (“Owner”) and

KSA Engineers, Inc. (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.
- B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be

separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over

contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

~~5.02 Designing to Construction Cost Limit~~

- ~~A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and Owner shall comply with applicable Laws and Regulations.
1. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- L. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to

Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. ~~All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.~~ All documents prepared by the Professional or furnished to the Professional by the City are the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any

other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.
- B. At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension*

1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.
2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law:*

- A. This Agreement is to be governed by the law of the state ~~or jurisdiction in which the Specific Project is located.~~ of Texas.
- B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the federal and state courts in Burnet County, Texas.

6.07 *Successors, Assigns, and Beneficiaries:*

- A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site:*

- A. With respect to each Task Order, Specific Project, and Site:
 - 1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
 - 2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
 - 3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 - 4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
 - 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
 - 6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."** However, notwithstanding any provision herein to the contrary, Engineer understands and agrees that Owner's obligation to indemnify Engineer under this Agreement is limited to the extent permitted by the Texas Constitution and State Law and with the mutual understanding that Owner is a home rule municipality chartered under the Texas Constitution and a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and such indemnity is made without expanding Owner's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law; and furthermore, without waiving or diminishing Owner's immunity beyond the scope of that allowed by the Texas Tort Claims Act or other existing law.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
 - 1. *Addenda:* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 - 2. *Additional Services:* Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
 - 3. *Agreement:* This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Application for Payment:* The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos:* Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services:* Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
7. *Bid:* The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents:* The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order:* A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern:* Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement:* The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract:* The entire and integrated written agreement between Owner and Contractor concerning the Work.
13. *Construction Cost:* The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants:* Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

15. *Contract Documents*: Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price*: The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times*: The numbers of days or the dates stated in a Construction Agreement to:
(i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor*: The entity or individual with which Owner has entered into the Construction Contract.
19. *Correction Period*: The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective*: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings*: That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement*: The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement*: The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order*: The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Engineer*: The individual or entity named as such in this Agreement.

27. *Field Order*: A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. *General Conditions*: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. *Laws and Regulations; Laws or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Owner*: The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any construction contracts concerning the Project.
32. *PCBs*: Polychlorinated biphenyls.
33. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. *Project*: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Radioactive Materials*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Record Drawings*: The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
37. *Reimbursable Expenses*: The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
38. *Resident Project Representative*: The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.
39. *Samples*: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

- 40. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
- 41. *Site*: Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
- 42. *Specifications*: That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
- 43. *Specific Project*: An undertaking of Owner as set forth in a Task Order.
- 44. *Subcontractor*: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.
- 45. *Substantial Completion*: The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.
- 46. *Supplementary Conditions*: That part of the Contract Documents which amends or supplements the General Conditions.
- 47. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- 48. *Task Order*: A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 49. *Total Project Costs*: The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
- 50. *Work*: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.
- 51. *Work Change Directive*: A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract

Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Attachment 1, Task Order (~~Suggested Form~~)

Exhibit A, Engineer's Services

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Not Included

Exhibit F, Not Included

Exhibit G, Insurance

Exhibit H, Dispute Resolution

Exhibit I, Limitations on Liability

Exhibit J, Special Provisions

Exhibit K, Amendment to Task Order

8.02 *Total Agreement*

- A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Exhibit K to this Agreement, "Amendment to Task Order."

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Scanned Reproductions

- A. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Burnet

By: _____

Name: David Vaughn

Title: City Manager

ENGINEER: KSA Engineers, Inc.

By: 

Name: Craig H. Phipps, P.E.

Title: Aviation Practice Director

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

Date Signed: _____

Date Signed: 12/29/2021

Address for giving notices:

Address for giving notices:

P.O. Box 1369

140 E. Tyler Street

Burnet, TX 78611

Suite 600

Longview, TX 75601

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Name: David Vaughn

Title: City Manager

Phone Number: 512.756.6093

Facsimile Number: 512.756.8560

E-Mail Address: dvaughn@cityofburnet.com

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Name: Grayson Cox

Title: Project Manager

Phone Number: 512.342.6868

Facsimile Number: 888.224.9418

E-Mail Address: gcox@ksaeng.com

ATTACHMENT 1
TASK ORDER FORM

This is Task Order No.____,
consisting of 6 pages,
dated _____.

KSA Project Number:

Owner Project (or Purchase Order) Number:

Project Name:

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner:
- B. Title:
- C. Description:
- D. Number of Construction Contracts:

2. Services of Engineer

A. Provide the services in Exhibit A – Schedule of Engineer’s Services as outlined below:

- a. Study and Report Phase:*
Engineer shall provide the services outlined in Paragraph A1.01 of the Agreement.
- b. Preliminary Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.
- c. Final Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
- d. Bidding or Negotiating Phase:*
Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.
- e. Construction Phase:*
Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.
- f. Commissioning Phase (or Operational Phase):*
Engineer shall provide the services outlined in Paragraph A1.06 of the General Services Agreement.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
<input type="radio"/>	<input type="radio"/>	a.	Design Survey
<input type="radio"/>	<input type="radio"/>	b.	Grant or Loan Application
<input type="radio"/>	<input type="radio"/>	c.	Storm Water Pollution Prevention Plan
<input type="radio"/>	<input type="radio"/>	d.	Environmental Assessment
<input type="radio"/>	<input type="radio"/>	e.	Environmental Information Document
<input type="radio"/>	<input type="radio"/>	f.	Resident Project Representative Services
<input type="radio"/>	<input type="radio"/>	g.	Construction Survey (Baselines and Benchmarks)
<input type="radio"/>	<input type="radio"/>	h.	Geotechnical Investigation
<input type="radio"/>	<input type="radio"/>	i.	Materials Testing
<input type="radio"/>	<input type="radio"/>	j.	Analytical Testing
<input type="radio"/>	<input type="radio"/>	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
<input type="radio"/>	<input type="radio"/>	l.	Easement or Boundary Surveys
<input type="radio"/>	<input type="radio"/>	m.	Easement or Boundary Descriptions
<input type="radio"/>	<input type="radio"/>	n.	Land Acquisition Services
<input type="radio"/>	<input type="radio"/>	o.	TxDOT Utility Installation Request Applications
<input type="radio"/>	<input type="radio"/>	p.	Operation and Maintenance Manual
<input type="radio"/>	<input type="radio"/>	q.	Other:
<input type="radio"/>	<input type="radio"/>	r.	Other:
<input type="radio"/>	<input type="radio"/>	s.	Other:
<input type="radio"/>	<input type="radio"/>	t.	Other:
<input type="radio"/>	<input type="radio"/>	u.	Other:
<input type="radio"/>	<input type="radio"/>	v.	Other:
<input type="radio"/>	<input type="radio"/>	w.	Other:

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. **Times for Rendering Services**

Item	Calendar Days From Notice to Proceed	Approximate Date
Notice to Proceed from Owner to KSA		
Complete Study and Report Phase		
Complete Preliminary Design Phase		
Complete Final Design Phase		
Submit Plans & Specs for Review by Owner/Reviewing Agency		
Approval of Plans & Specs by Owner		
Approval of Plans & Specs by Reviewing Agency		
Advertise for Bids (minimum 2 notices)		
Pre-Bid Conference		
Open Bids		
Award Bid		
Execute Construction Contract		
Pre-Construction Conference; Issue Notice to Proceed		
Start Construction Phase		
Complete Construction Phase		

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services								Lump Sum
Subtotal								

								Standard Hourly Rate and Reimbursable Expenses
Subtotal								
Total								

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of “Standard Hourly Rates and Reimbursable Expenses” are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of ____ consecutive calendar days. ENGINEER shall be subject to additional compensation if construction is extended beyond this period.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$280.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$240.00/hour
Electrical Design Engineer	\$150.00/hour
Mechanical Engineer	\$180.00/hour
Senior Project Manager	\$215.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$185.00/hour
Senior Engineering Technician	\$185.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$115.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 80.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$100.00/hour
Project Representative - After Hours	\$120.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$130.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$155.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$110.00/hour
Survey Technician	\$ 95.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
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Outside Consultants	Cost + 15%
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NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is

incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: City of Burnet

ENGINEER: KSA Engineers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail Address: _____

E-Mail Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Engineer's Services

Introduction:

PART 1 – STUDY AND REPORT PHASE SERVICES – Basic Services

A1.01 Study and Report Phase

For each Task Order that includes study or report services, select from or supplement the following possible services:

A. The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. The Report will be accompanied by:

Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized:

- a. opinion of probable Construction Cost,
- b. allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and,
- c. on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.

6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
 7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish ~~the number of three~~ final copies of the revised Report to the Owner ~~within the time period set forth in the Task Order~~.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

PART 2: DESIGN ACTIVITIES - Basic Services

A1.02 Preliminary Design Phase

For each Task Order that includes preliminary design services, select from or supplement the following possible services:

- A. Engineer shall on the basis of the above acceptance, selection, and authorization:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
 2. ~~Provide necessary field surveys and topographic and~~ Request available utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in the Study and Report Phase Services section above.
 5. Furnish the Preliminary Design Phase documents to and review them with Owner.
 6. ~~Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.~~
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A1.03 Final Design Phase

For each Task Order that includes final design services, select from or supplement the following possible services:

- A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. ~~Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.~~
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, itemized as provided in the Study and Report Phase Services section above.
4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
5. Submit ~~the number of three~~ final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.
6. ~~Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~

- B. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

PART 3: BIDDING AND NEGOTIATION - Basic Services

A1.04 Bidding or Negotiating Phase

For each Task Order that includes bidding or negotiation services, select from or supplement the following possible services:

- A. The Engineer shall:
1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Prepare additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions below regarding additional compensation for an excessive number of such substitute or "or equal" submittals.
6. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
- ~~7. Assist Owner with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.~~
- ~~8. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of the Task Order).

PART 4: CONSTRUCTION AND COMMISSIONING - Basic Services

A1.05 Construction Phase

For each Task Order that includes Construction Phase services, select from or supplement the following possible services:

A. Engineer shall provide the following services:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in ~~Paragraph B2.01.0.~~ Exhibit B, Paragraph P.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress :
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents or (c) will imperil the

integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
13. *Inspections and Tests:* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in Paragraph A1.05.A.15.a are expressly subject to the limitations set forth in Paragraph A1.05.A.15.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents:* Receive, review and transmit to Owner maintenance and operating instructions, schedules guarantees, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

~~18. *Final Notice of Acceptability of the Work:* Conduct a final-payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

19. *Defective Work:* Together with Owner, visit the Site to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if any.

20. *Correction Period:* Together with Owner or Owner's representative, visit the Site within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

A1.06 *Commissioning Phase*

For each Task Order that includes facilities commissioning services, select from or supplement the following possible services:

A. Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
- ~~3. Prepare operation and maintenance manuals.~~
- ~~4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record keeping.~~
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

PART 5— ~~OTHER~~ ADDITIONAL SERVICES

A2.01 *For each Task Order, consider the inclusion of the following possible services:*

A. Engineer shall:

1. Prepare applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Provide services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
3. Provide renderings or models for Owner's use.
4. Undertake investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assist in obtaining financing for a Specific Project; evaluate processes available for licensing, and assist Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
5. In addition to baselines and benchmarks, provide more extensive construction surveys and staking to enable a Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and provide other special field surveys.
6. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
7. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.
8. Provide the services of a Resident Project Representative (RPR) at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
9. Provide assistance with the acquisition of land or easements for the Project.
10. Provide design survey or topographic mapping services.

PART 6: ADDITIONAL SERVICES REQUIRING AMENDMENT TO TASK ORDER

A2.02 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. The Task Order shall be amended to reflect the inclusion of such Additional Services. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A.1.01.A.4.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 3. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
 4. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, subject to the terms of Paragraph 6.01.F of the Agreement.
 5. Overtime work requiring higher than regular rates.
 6. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. The Task Order shall be amended to reflect the inclusion of such Additional Services.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of any Construction Contract in evaluating and determining the acceptability of a proposed substitution, whether approved or not; evaluation and determination of an excessive number of proposed "or equals" or substitutions whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to Substantial Completion.
6. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program enacted or provided to Engineer subsequent to the Effect Date of the Task Order that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
8. Evaluation of an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

This is **EXHIBIT B**, consisting of 3 pages, referred to
In and part of the **Agreement between Owner and
Engineer for Professional Services – Task Order**
Edition dated _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
 - 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- R. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- ~~S. Perform or provide the following additional services:~~

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

B. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates
3. ~~Method C: Direct Labor Costs Times a Factor~~
4. ~~Method D:~~

C2.02 Explanation of Methods

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. ~~and Reimbursable Expenses.~~
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as ~~Appendices 1 and 2~~ Appendix 1.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of) to reflect equitable changes in the compensation payable to Engineer.

~~C. Method C—Direct Labor Costs Times a Factor~~

- ~~1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.~~
- ~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.~~
- ~~3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.~~
- ~~4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.~~
- ~~5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of) to reflect equitable changes in the compensation payable to Engineer.~~

~~D. Method D—~~

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for

computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of the date of the Agreement) to reflect equitable changes in the rates.

- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

C2.04 Consultant Charges

- A. The amount payable to Engineer for Additional Services performed by the Engineer's Consultants shall be equal to 1.15 times the consultant's charges for these services.

C2.05 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.06 Other Provisions Concerning Payment

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated _____.

Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$280.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$240.00/hour
Electrical Design Engineer	\$150.00/hour
Mechanical Engineer	\$180.00/hour
Senior Project Manager	\$215.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$185.00/hour
Senior Engineering Technician	\$185.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$115.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 80.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$100.00/hour
Project Representative - After Hours	\$120.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$130.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$155.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$110.00/hour
Survey Technician	\$ 95.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting

particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- e. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance. ~~and issuance of the Notice of Acceptability of the Work. (See Exhibit E).~~

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Each Accident: \$500,000
 - 2) Disease, Policy Limit: \$500,000
 - 3) Disease, Each Employee: \$500,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
 - e. Automobile Liability –
 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$1,000,000
 - 2) Annual Aggregate: \$2,000,000

- g. Other (specify): _____ \$ _____
2. *By Owner:*
- a. Workers' Compensation: Statutory
- b. Employer's Liability –
- 1) Each Accident \$500,000
- 2) Disease, Policy Limit \$500,000
- 3) Disease, Each Employee \$500,000
- c. General Liability –
- 1) General Aggregate: \$2,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$2,000,000
- 2) General Aggregate: \$2,000,000
- e. Automobile Liability –
- 1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident \$1,000,000
- f. Other (specify): _____ \$ _____

~~B. Additional Insureds:~~

- ~~1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by ~~by [insert name of mediator, or mediation service.]~~ Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Limitations of Liability

16.10.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, or Consultants, to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.00.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of paragraph 6.10 the Engineer and Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, ~~and including but not limited to:~~
3. *Agreement Not to Claim for Cost of Certain Change Orders:* ~~Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer for each Task Order under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders on a Specific Project unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost for that Specific Project, and then only~~

~~for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.~~

16.10.B Indemnification by Owner:

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Special Provisions

Paragraph(s) of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Amendment To Task Order No.

1. Background Data:

- a. Effective Date of Task Order Agreement: _____
- b. Owner: City of Burnet
- c. Engineer: KSA Engineers, Inc.
- d. Specific Project: _____

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner with respect to the Task Order are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services under this Task Order is modified as follows:
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Task Order amount: \$ _____

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Burnet

ENGINEER: KSA Engineers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

TASK ORDER FORM

This is Task Order No. 100300,
consisting of 6 pages,
dated _____.

KSA Project Number: 100300

Owner Project (or Purchase Order) Number:

Project Name: Burnet Municipal Airport Box Hanger and Associated Improvements

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: City of Burnet
- B. Title: Burnet Municipal Airport Box Hanger and Associated Improvements
- C. Description: Provide Professional Engineering Services including Design, Bidding, and Construction Phases as further described in Attachment 1
- D. Number of Construction Contracts: 1

2. Services of Engineer

- A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:

- a. *Study and Report Phase:*
N/A.
- b. *Preliminary Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.
- c. *Final Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
- d. *Bidding or Negotiating Phase:*
Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.
- e. *Construction Phase:*
Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.
- f. *Commissioning Phase (or Operational Phase):*
Engineer shall provide the services outlined in Paragraph A1.06 of the Agreement.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a.	Design Survey
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b.	Grant or Loan Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	c.	Storm Water Pollution Prevention Plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	d.	Environmental Assessment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	e.	Environmental Information Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	f.	Resident Project Representative Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	g.	Construction Survey (Baselines and Benchmarks)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	h.	Geotechnical Investigation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	i.	Materials Testing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	j.	Analytical Testing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	l.	Easement or Boundary Surveys
<input type="checkbox"/>	<input checked="" type="checkbox"/>	m.	Easement or Boundary Descriptions
<input type="checkbox"/>	<input checked="" type="checkbox"/>	n.	Land Acquisition Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	o.	TxDOT Utility Installation Request Applications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	p.	Operation and Maintenance Manual
<input type="checkbox"/>	<input checked="" type="checkbox"/>	q.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	r.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	s.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	t.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	u.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	v.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	w.	Other:

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. **Times for Rendering Services**

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Design Phase (90%)	56
City Review of FD Deliverables and Review Meeting	63
Address FD Comments and Provide 100% Bid Documents	70
Bid Phase (Estimated)	98
City Award of Construction Contract	112
Begin Construction Phase (Estimated)	112
Complete Construction Phase (Estimated)	308
Prepare Closeout Documents	322

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services			\$37,600.00	\$6,800.00			\$44,400.00	Lump Sum
FAA Permitting			\$1,500.00				\$1,500.00	
TDLR Registration					\$3,200.00		\$3,200.00	
Subtotal	\$0.00	\$0.00	\$39,100.00	\$6,800.00	\$3,200.00		\$49,100.00	

Construction Administration					\$22,000.00		\$22,000.00	Hourly Rate and Reimbursable Expenses
Construction Materials Testing					\$15,000.00		\$15,000.00	
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$37,000.00		\$37,000.00	
Total	\$0.00	\$0.00	\$39,100.00	\$6,800.00	\$40,200.00		\$86,100.00	

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of 196 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$280.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$240.00/hour
Electrical Design Engineer	\$150.00/hour
Mechanical Engineer	\$180.00/hour
Senior Project Manager	\$215.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$185.00/hour
Senior Engineering Technician	\$185.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$115.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 80.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$100.00/hour
Project Representative - After Hours	\$120.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$130.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$155.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$110.00/hour
Survey Technician	\$ 95.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: City of Burnet

By: _____

Name: David Vaughn

Title: City Manager

Date Signed: _____

ENGINEER: KSA Engineers, Inc.

By: 

Name: Craig H. Phipps, P.E.

Title: Aviation Practice Director

Date Signed: 12/29/2021

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: David Vaughn

Title: City Manager

Address: P.O. Box 1369
Burnet, TX 78611

E-Mail Address: dvaughn@cityofburnet.com

Phone: 512.756.6093

Fax: 512.756.8560

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Grayson Cox

Title: Project Manager

Address: 4833 Spicewood Springs Rd.
Suite 204
Austin, TX 78759

E-Mail Address: gcox@ksaeng.com

Phone: 512.342.6868

Fax: 888.224.9418



November 4, 2021

Mr. David Vaughn
City Manager

via email only
dvaughn@cityofburnet.com

Ms. Adrienne Feild
Airport Manager
2302 S. Water Street
Burnet, TX 78611

via email only
afeild@cityofburnet.com

**RE: Proposal for Professional Engineering Services
Burnet Municipal Airport Box Hangar and Associated Improvements**

Dear Mr. Vaughn and Ms. Feild,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our proposal to provide professional engineering services associated with the new box hangar building and associated site improvements at the Burnet Municipal Airport. The following is a general description of the project scope of work to be performed under this proposal.

KSA understands the City of Burnet has scoped and intends to construct a new box hangar approximately 120' wide by 100' deep. The scope of improvements includes a flexible pavement apron in front of the hangar approximately 120' by 200' in area, drainage and detention improvements for positive storm water flow away from the hangar building, and a new electric service. Based on the scoping call held on August 20, 2021, between the City and KSA, and the site visit conducted on October 18, 2021, to reevaluate location options, the City requests that KSA provide professional services scope including design of the scoped improvements, coordination with the City's geotechnical firm and surveyor, bid phase assistance, construction phase management, and construction materials acceptance testing. Based on the discussions and site visit for evaluation of hangar locations, this proposal assumes the hangar will be located on the generally vacant site between the existing T-hangar buildings behind the fire station.

Scope of Services

KSA proposes to provide the following services for the improvements described previously.

Design Phase:

- Project management and coordination.
- Collect, review, compile, and summarize available data of the existing infrastructure and conditions.
- Kick-off meeting / site visit and review meeting (2 in-person meetings total this phase).
- Coordination with the City's surveyor for a topographic survey of the project site.
- Coordination with the City's geotechnical engineer to secure geotechnical recommendations for the hangar building concrete foundation and a flexible pavement section recommendation for the hangar apron.
- Abbreviated hydraulic and hydrology analysis for determining the detention required to comply with the City's development regulations for the additional building and pavement impervious cover.
- Final Design (100%) deliverables include plans, technical specifications, and preliminary opinion of probable project cost (POPPC) for the project scope. Engineer shall furnish copies of the draft design documents for review and make revisions to the design documents as may be required by the City.

- Final Design documents include signed and sealed plans and technical specifications required for the hangar building and associated improvements. Technical specifications will generally include FAA and TxDOT standard specification items. Final Design documents will also include a Stormwater Pollution Prevention Plan for construction activities as required by the TCEQ.
- The following construction plan sheets are anticipated in the Final Design deliverable:
 - o Cover Sheet (1 drawing)
 - o General Notes & Summary of Quantities (1 drawing)
 - o Airport Layout Plan – For Information Only (1 drawing)
 - o Safety and Phasing Plans, Notes, and Details (2 drawings)
 - o Project Layout and Dimensional Control (1 drawings)
 - o Storm Water Pollution Prevention Plan, Notes, and Details (2 drawings)
 - o Hangar and Apron Grading Plan (1 drawing)
 - o Pre- and Post- Construction Drainage Area Map (1 drawing)
 - o Drainage and Detention Layout and Details (1 drawing)
 - o Hangar Building Details (1 drawing)
 - o Hangar Foundation Minimum Standards (1 drawing)
 - o Pavement and Construction Details (2 drawings)
 - o Electrical Details and Site Plan (3 drawings)
- Front-end construction contract documents will be prepared with the Final Design deliverables using relevant EJCDC forms, as amended by KSA, for the City's use in soliciting bids and contracting construction.
- Prepare electrical design for hangar building including electric service to the building, electric hangar door, interior and exterior lighting, and electric outlets. Electrical design deliverables include sealed plans and specifications for construction and permitting.
- Prepare and submit FAA 7460-1 for proposed construction and permanent improvements for FAA review and determination on impact to protected airport and airspace surfaces.
- Register the project with TDLR per the Elimination of Architectural Barriers Act requirements and contract with a Registered Accessibility Specialist (RAS) to review the construction plans and inspect the project post-construction for conformance with the Texas Accessibility Standards as required by State law. This task assumes a single project for registration and inspection and is inclusive of TDLR registration fee and RAS fees for plan review and construction inspection.

Bid Phase:

- General Bid Phase services include publishing and administering public bid process using CivCastUSA for distribution of bid documents, responding to bidder questions, issuing addendums as needed, administering a public pre-bid, and preparing a bid tabulation and summary of bids received for the City's review.
- Attend and administer pre-bid meeting (1 in-person meeting total this phase). KSA will not attend the bid opening or Council award of the project.

Construction and Closeout Phase: (Services performed at the City's request, billed at Time & Expense)

- General Construction Phase services include administering a pre-construction meeting, review of construction submittals; responding to contractor RFI's, preparing change orders as needed, conducting site visits, and performing a final inspection.
- Attend and conduct pre-construction meeting, 4 site visits, and final inspection (6 in-person meetings total this phase).
- Closeout Phase services include providing record drawings, furnish copies of the final test and QC reports, approved catalogs cuts, and warranties.
- Materials Acceptance Testing is expected to be performed by material testing firm Rodriquez Engineering Laboratories (REL) and include ASTM-compliant testing of the building pad materials (select fill and concrete) and pavement section materials (soil embankment, treated subgrade, crushed aggregate base, and asphalt).

The following services are excluded from this proposal:

- Study or Planning Phase services. KSA will utilize the criteria and location provided by the City for the basis of design.
- Topographic survey. KSA will coordinate with the City's surveyor as needed to acquire a topographic design survey for the project site.
- Geotechnical investigation. KSA will coordinate with the City's geotechnical engineering firm as needed to acquire foundation and apron pavement recommendations in accordance with relevant design criteria.
- Environmental services. No environmental study or Federal/State permitting is anticipated except for the 7460-1 determination by the FAA which is included in this scope of services. The City will require a development permit for this project, and associated development permit fees will be paid for by the City.
- Subsurface utility engineering. Existing utilities will be approximated based on available documentation including the topographic survey scoped under this proposal.
- Full-time Resident Project Representative. The City will provide on-site construction inspection as needed, and KSA will schedule the 4 scoped site visits to occur during major items of work.
- As-Built or verification surveying of constructed improvements.

Compensation

We propose to perform the services described for the above outlined scope for the following fees:

Final Design (Lump Sum):	\$ 37,600
FAA 7460-1 (Lump Sum):	\$ 1,500
TDLR Registration and Inspection (Lump Sum):	\$ 3,200
Total for Design Phase Services:	\$ 42,300
<hr/>	
Bidding (Lump Sum):	\$ 6,800
Total for Bid Phase Services:	\$ 6,800
<hr/>	
Construction Administration and Closeout (Estimated, Time & Expense):	\$ 22,000
Construction Material Acceptance Testing (Estimated*):	\$ 15,000
Total for Construction and Closeout Phase Services:	\$ 37,000

* Construction Materials Acceptance Testing fee is estimated since final testing schedule and associated fee will be based on project material quantities as determined during the design phase. The estimated fee included above assumes construction material types and quantities based on a recent similar hangar project in the Central Texas area.

Schedule

We propose to perform the scoped services in accordance with the following schedule.

- Topographic Survey Provided by City
- Geotechnical Investigation Provided by City
- Design Phase (90%) 8 weeks
 - ↳ City Review of FD Deliverables and Review Meeting 1 week
 - ↳ Address FD Comments and Provide 100% Bid Documents 1 week
- Bid Phase (Estimated) 4 weeks
 - ↳ City Award of Construction Contract 2 weeks
- Construction Phase (Estimated) 28 weeks
 - ↳ Prepare Closeout Documents 2 weeks

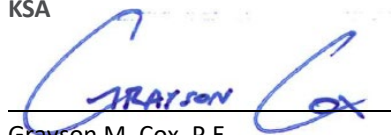
Total.... 46 weeks

Please note that City review times above are estimated and longer review times will extend the overall project schedule.

Proposal Acceptance

If this scope of services and proposed fees are acceptable, KSA will prepare a Work Authorization for review and execution. KSA appreciates the opportunity to provide professional services for the Burnet Municipal Airport and the City of Burnet. If you have any questions, please do not hesitate to call me at 512.342.6868.

Sincerely,
KSA



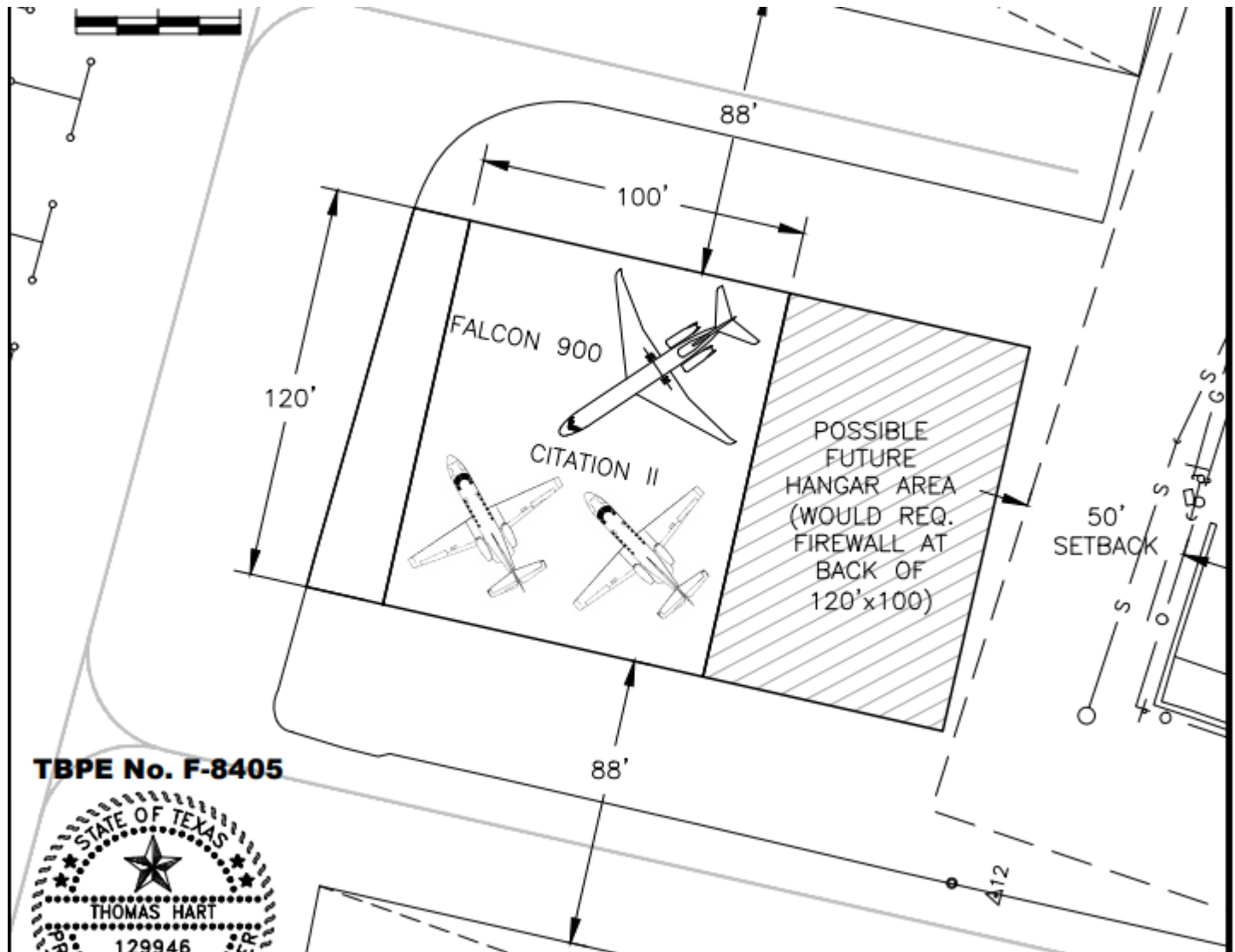
Grayson M. Cox, P.E.
Project Manager

Enclosed: Hangar Layout Exhibit
2021 Schedule of Hourly Fees

Grayson Cox P.E.

From: David Vaughn <dvaughn@cityofburnet.com>
Sent: Friday, August 20, 2021 2:51 PM
To: Grayson Cox P.E.
Subject: hangar

NOTE: Layout revised to move hangar building to the setback line and install asphalt apron between new hangar and existing taxilane.



Sincerely,

David Vaughn

City Manager
City of Burnet
(512) 715-3208



Administration

ITEM 6.5

Kelly Dix
City Secretary
(512)-756-6093 ext. 3209
kdix@cityofburnet.com

Agenda Item Brief

Meeting Date:	May 10, 2022
Agenda Item:	Discuss and consider action: Burnet Historic Preservation Board appointment: K. Dix
Background:	<p>Ordinance 2016-19; Section 22-235(b) states: The Board shall consist of five members; one of which shall be a member of the City of Burnet staff, one shall be a member of the City Council or a City staff member appointed in their stead, and three at-large members.</p> <p>Jason Lutz the former Development Services Director, was appointed by the Council to serve on the Burnet Historic Preservation Board as a City of Burnet Staff member.</p> <p>At the April 13, 2021 City Council Meeting, Council appointed Assistant City Manager Habib Erkan to fill the position vacated by Lutz upon his departure, pending the hire of a new Community Development Director.</p>
Information:	Carly Kehoe has been hired as the Director of Public Works and Community Development for the City of Burnet. Staff recommends appointment of Carly Kehoe to the Burnet Historic Preservation Board to fill the staff member position required by Ordinance 2016-19.
Fiscal Impact:	None.
Recommendation:	To be determined by Council.



AIRPORT

ITEM 6.6

David Vaughn
City Manager
(512)715-3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: May 10, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, TAKING ACTION RELATED TO THE BURNET MUNICIPAL AIRPORT FIXED BASED OPERATOR (FBO) BY AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR FBO SERVICES AND REJECTING ALL OTHER RESPONSES TO THE REQUEST FOR PROPOSALS AND DIRECTING THE CITY MANAGER TO INITIATE CITY OPERATION OF THE FBO: D. Vaughn

Background: The current Burnet Municipal Airport FBO is retiring in June of this year. In anticipation of the vacancy City Council authorized the publication of Request for Proposals for a new FBO and the appointment of a committee to review responses to the Request for Proposals. The four responders to the Request for Proposals were interviewed by the committee.

Information: The committee's recommendation is to select Crosby Flying Services LLC to negotiate a contract to serve as the FBO. In order to maintain operations in the interim, the resolution directs the City Manager to initiate City operations of the FBO until such time that a third-party contract is approved by the City Council.

Fiscal Impact The fiscal impact will ultimately depend on the final negotiated contract. City staff currently estimates the proposal submitted by Crosby would result in an annual operating profit between \$112,000 and \$132,000. The financial impact of the City operating the FBO is anticipated to range between a negative \$13,000 per year and a positive \$192,000 per year, depending on sales, staffing, etc....

Recommendation: Approve resolution No. R2022-44 as presented.

RESOLUTION NO. 2022-44

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, TAKING ACTION RELATED TO THE BURNET MUNICIPAL AIRPORT FIXED BASED OPERATOR (FBO) BY AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR FBO SERVICES AND REJECTING ALL OTHER RESPONSES TO THE REQUEST FOR PROPOSALS AND DIRECTING THE CITY MANAGER TO INITIATE CITY OPERATION OF THE FBO

WHEREAS, the current Burnet Municipal Airport FBO is retiring in June of this year; and

WHEREAS, City Council authorized the publication of Request for Proposals for a new FBO; and

WHEREAS, the four responders to the Request for Proposals were interviewed by a committee appointed by City Council; and

WHEREAS, the committee has made a recommendation to City Council.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Findings. That the recitals to this Resolution are incorporated herein for all purposes.

Section two. Selection. The proposal of the firm Crosby Flying Services LLC., is hereby selected subject to the provisions of section three below. All other proposals are hereby rejected.

Section three. Authorization. The City Manager is hereby authorized and directed to negotiate terms and conditions of a contract for FBO services with Crosby Flying Services LLC..

Section four. City FBO Services. The City Manager is hereby authorized and directed to take all actions reasonably necessary to initiate City operations of the FBO immediately upon the termination of the current FBO contract, which shall continue until terminated by action of the City Council; and this authorization includes direction to provide a budget amendment for such operations on the next City Council Agenda.

Section five. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

Section six. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 10th day of May, 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary