

LEVY

DYKEMA

Burnet County
Briggs Community Center

August 22, 2025

Proposal

Client Initials:

LEVY DYKEMA Initials:

SVL

I. Proposal Summary

A. Proposal Details

Project Name Burnet County - Briggs Community Center

Date Submitted August 22, 2025

Revision Number 1

B. Client Details

Company Name Burnet County

Contact Person Commissioner Damon Beierle

Position/Title County Commissioner

Contact Information 512-715-2611; dbeierle@burnetcountytexas.org

C. The Project

LEVY DYKEMA proposes to provide Design Services for Briggs Community Center located at 185 Loop 308 in Briggs, Texas. The project will include documenting the existing conditions for the +/-10,000 SF Briggs Community Center, review them against applicable building codes and provide code-compliant corrections. We will also provide design and documentation for the rest of the renovation scope and support the builder during construction.

Note: At this time, our structural engineer is providing an assessment of the existing building only. If further structural scope is required, LEVY DYKEMA will provide a specific fee for that future scope once determined.

The Contract will expire January 31, 2027.

The Proposal is based on and includes LEVY DYKEMA's Standard Terms and Conditions incorporated herein by reference (together, "this Agreement"). By signing this Agreement or giving LEVY DYKEMA instructions to proceed with the Services, Client agrees to be bound by this Agreement.

D. Fee

LEVY DYKEMA proposes the following fee options for the Client's consideration:

Deliverables	Fee
• Architectural	\$ 99,100
• Structural	\$ 6,670
• MEP	\$ 36,858
• ADA/TAS Review	<u>\$ 1,150</u>
Total	\$143,778

Proposal

Client Initials:

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Architectural

Fee*

• As Builts (3-D)	\$20,000
• Code Review (2 meetings included)	\$ 5,000
• Design Development (2 meetings included)	\$10,000
• Contract Documents (2 meetings included)	\$20,000
• Contract Administration (Assumed 14 months)	
• RFI's, Submittals, Questions, Etc.	\$21,000
• Owner, Architect, Contractor Meeting (OAC) (at Client's request)	
• Virtual (1 per month - billed at \$400/per meeting)	\$ 5,600
• On Site (1 per month - billed at \$1,250/per visit)	\$17,500

*These fees are estimated values based on the limited information provided and the expectation of efficient Project implementation and coordination among other Project stakeholders. Fees are subject to change upon receipt of more specific Project information and/or the addition of Services. The Fee Proposal is based on the Project Schedule stated therein.

- All fees are payable in US dollars and do not include expenses. For a detailed description of Services included within each fee option refer to section II. Scope of Services.

E. Consultants

The Proposal is based on LEVY DYKEMA being engaged as Design Architect and Architect of Record, and all other consultants (Geotechnical, Civil, Landscape, Structural, MEP, Surveyor, Kitchen, Food Service, Acoustical, Audio/Visual, Security, Accessibility, Building envelope/waterproofing, Cost Consultant/Professional Cost Estimator, Third-Party Construction Inspection, and Construction Materials Engineering and Testing, etc.) either being engaged directly by Client or separately by LEVY DYKEMA (only where agreed by LEVY DYKEMA at its sole discretion), in which case the cost will be added as a Reimbursable Expense (defined below).

F. Hourly Charge-Out

The following hourly rates shall be used when a portion of LEVY DYKEMA's fee is to be charged on an hourly basis or if LEVY DYKEMA is requested to perform Additional Services (defined below). Hourly rates are subject to annual increase of 10% per annum.

Architecture	Hourly Rate	Interior Design	Hourly Rate
President	\$375	President	\$375
Sr. Principal	\$325	Sr. Principal	\$300
Principal	\$300	Studio Director	\$220
Studio Director	\$235	PID	\$185
Project Architect	\$205	Designer 3	\$165
Designer 3	\$185	Designer 2	\$145
Designer 2	\$165	Designer 1	\$125
Designer 1	\$145	Intern	\$95
Intern	\$95	Administration	\$75
Administration	\$75		

G. Expenses

Reimbursable Expenses plus taxes are billed at 1.15 x cost, payable in US dollars, and are in addition to LEVY DYKEMA's fee. They include actual expenditures made by LEVY DYKEMA in the interest of the Project, including but not limited to the following:

- Transportation expenses; out-of-town travel and room and board; plots; reproductions; delivery; model building; 3D walkthroughs; photography; packaging; fees paid to any authorities having jurisdiction over the project (TDLR/TAS, City, County, State); fees incurred for the sole benefit of LEVY DYKEMA in consultation with its legal counsel (at its legal counsel's then current rates, without mark-up) for construction contract General Conditions consultation, lender consents, consent to Client's authorized assignment of this Agreement, any other document Client requests be executed after execution of this Agreement or notice to proceed, and/or negotiation of Client's separate preferred form of agreement.
- Consultant Fees are estimated values based on the limited information provided and are subject to change based on more specific project information.

Consultant	Fee
• Civil	N/A
• Landscape	N/A
• Structural (Structures)	
• Site visit and assessment	\$ 6,670
• MEP (Capital Consulting Engineers)	
• Site visit, As-built report, CD's	\$30,820
• Contract Administration	\$ 2,588
• Site Visits (2)	\$ 3,450
• Additional Site Visits	\$ 1,725 per visit
• TAS Review (Infinite Accessibility)	\$ 1,150

H. Terms of Payment

- Within ten (10) days after execution of this Agreement and prior to the commencement of Services, as consideration for LEVY DYKEMA placing this Project within its current schedule of projects, Client agrees to remit payment of the nonrefundable, irrevocable retainer of \$00.00 to LEVY DYKEMA. The retainer is held until, and applied to, the final Project invoice, with any excess returned to Client at the address stated herein.
- Monthly invoices are calculated as the portion of the Services completed and Reimbursable Expenses incurred in the prior month. Failure to invoice monthly does not waive the right to payment. Payments are due to LEVY DYKEMA within 28 days from the date of invoice. Amounts owed may not be withheld based on claim of dispute.

Proposal

Client Initials:

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- Interest on late payments will be charged at 18% per annum, or the maximum rate allowed by law if less, and Client will be responsible for all cost of collection, including but not limited to reasonable attorney's fees, court costs, and collections agency costs. If payment is not received by the date due, LEVY DYKEMA may suspend or terminate performance of the Services without liability to Client.

Please remit all payments to:

LEVY Architects, PLLC
(DBA: LEVY DYKEMA)
620 Congress Ave., Suite 100
Austin, TX 78701

Scope of Services

Client Initials:



LEVY DYKEMA Initials:



7. Scope of Services

Services expressly included in this Proposal are "Basic Services," for which LEVY DYKEMA will be compensated per the terms of Proposal Summary Section I.D. Services not expressly included, or which are expressly excluded may be performed as, "Additional Services," for additional compensation per Proposal Summary Section F.

A. Design Development

A.1 Definition

This stage involves developing the design to a level that will adequately explain the design and allow for submission to the relevant local authorities for planning consent/permit, and/or pricing. Once approved, any major design changes will be an additional service.

A.2 Tasks

- Client approval of Schematic Design shall be requested before proceeding to the Design Development phase.
- Organize, attend, and record project kick-off meeting with consultants
- Confirm and develop CLIENT's program
- Confirm and develop CLIENT's scope
- Confirm and develop CLIENT's schedule
- Review design against budget and coordinate (budget provided by a third party appointed by the Client)
- Further develop documents with more specificity and details that define the building exteriors and interiors
- Update Building Code Analysis/Compliance Diagrams
- Identify and obtain materials samples from concept imagery
- Distribute information to appropriate consultants
- Design review and page-turn meeting
- Request Client to approve Design Development drawings to proceed into Contract Documents Phase

A.3 Deliverables

- Building Description
- Architectural Site Plan
- Architectural Plan(s) (Life Safety, Slab, Floor, Finish, Power/Data, Reflective Ceiling, Roof)
- Concept Material Imagery
- Exterior Elevation(s)
- Building Section(s)
- Wall Sections (if needed)
- Vertical Control Diagrams (stair and ramp sections, if applicable)
- Door Schedule
- Storefront Schedule
- Interior Partition Schedule
- UPDATED Code Summary
- Architectural Specifications
- Provide Material Board of product specifications including fixtures (plumbing, lighting, accessories)
- Provide Consultant Narrative (electrical systems selected and refined, structural systems selected and reviewed).

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

B. Contract Documents

B.1 Definition

This stage involves the preparation of technical design and detailing to include all products and materials that are selected and scheduled as required to be priced, permitted, and constructed.

B.2 Tasks

- Client approval of Design Development shall be requested before proceeding to the Contract Document phase
- Organize, attend, and record project meetings with Client
- Coordinate and integrate the work of consultants, confirm consultant proposal still valid with current scope.
- Prepare specifications in accordance with the drawings and the Client's requirements
- Document checking and quality control review
- Finalize Building Code Analysis/Compliance Diagrams
- Finalize selection of all materials, fixtures, finishes and specifications
- Distribute information to appropriate consultants
- Final design review and page-turn meeting
- Request Client to approve Contract Documents drawings to proceed into Construction Procurement Phase
- Upon completion of Contract Documents, LEVY DYKEMA will register and submit documents to Registered Accessibility Specialist (RAS) for ADA Review as required by law. The registration fee will be billed to the Client as a reimbursable expense. Plan Review and Inspection fees will be billed directly to the client from RAS.

B.3 Deliverables

- Building Description
- Architectural Site Plan, As Needed
- Architectural Plan(s) (Life Safety, Slab, Floor, Finish, Power/Data, Reflective Ceiling, Roof)
- Exterior Elevation(s)
- Building Section(s)
- Wall Sections (if needed)
- Architectural Details
- Architectural Specifications on Drawings
- Vertical Control Diagrams (stair and ramp sections, if applicable)
- Door Schedule
- Storefront Schedule
- Interior Partition Schedule
- FINAL Code Summary

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

C. Permit Expedite/Plan Review Comments

C.1 Definition

This stage involves submitting the applications and documents to presiding jurisdiction for building permits.

C.2 Tasks

- Record the Client's agreement to proceed with this stage of work.
- Record Clients agreement to submit application to the appropriate authorities where required.
- Arrange, attend, and record pre-application meetings with authorities, consultants & other relevant parties
- Assist Client with planning/building application process.
- Submit documents to presiding jurisdiction for the building permit.
- Owner will be required by Texas law to have the facility inspected for compliance with Texas Accessibility Standards within one year of completion.
- All fees to be directly paid by Client. LEVY DYKEMA can assist in determining the fees.

C.3 Deliverables

- N/A

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

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D. Bidding/Negotiation

D.1 Definition

This stage involves a range of contract and administration procedures to identify and evaluate potential contractors and/or specialists for the construction of the project.

D.2 Tasks

- Record the Client's agreement to proceed with this stage of work.
- Client supplied data coordination
- Project coordination
- Client consultation
- Assist Client in determining the preferred method of construction contract/contractor negotiation/bid
- Consult with Client regarding building contract issues such as insurance, bonds, liquidated damages, and other issues affecting the construction of the project.
- Assist Client in determining the preferred bidding process (Bid Evaluation) (One 2-hour meeting with project team, if necessary)
- Issue relevant documents to the prospective contractor(s) describing the scopes of work and to enable a bid or bids to be obtained for the construction of the work (Issue Bidding documents)
- Issue Addenda (when, if necessary)
- Answer RFI's, review submittal requests, compile bids, review bids, and present bids to Owner Contractor selection.
- Review Construction contract between Client and Contractor
- Coordinate the preparation of pre-bid estimates of the estimated cost of construction

D.3 Deliverables

- Bid Tabulation

Scope of Services

Client Initials:



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E. Contract Administration

E.1 Definition

This stage involves the administration of the building contract up to and including practical completion.

E.2 Tasks

- Record the Client's agreement to proceed with this stage of the work.
- Arrange, attend, and record periodic site meetings. (Progress reports/evaluation)
- Respond to Client inquiries (Client Consultation)
- Provide the contractor with technical assistance to interpret drawings
- Review and comment on selected work procedures provided by the contractor
- Review and comment on selected shop drawings and product data provided by the contractor
- Review mock-ups and work samples
- Review and approve contractors' application for payment
- Provide a Punch List

E.3 Deliverables

- Field Reports (if applicable)

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

F. Additional Services/Assumptions and Exclusions

F.1 All Services not expressly and specifically described within Basic Services are Additional Services to which the parties must agree in advance in writing, requiring additional time for performance and additional compensation, and subject to Hourly Charge-Out set forth in Proposal Summary Section I.F. Additional Services include, but are not limited to:

- Colored conceptual renderings during the design phase are included in the scope of services. However color photo-realistic renderings for marketing level distribution are not included in the basic services.
- Furniture, art & accessories budget and selection for pricing review, procurement, or installation
- Special Studies/Reports (e.g., Planning Tenant or Rental Spaces, etc.)
- Marketing
- Project Management
- Branding/Wayfinding
- Alternative Bid Details and Special Bid Documents
- Presiding jurisdiction fees (Plan Review, Permit, etc.)
- Americans with Disabilities Act (ADA) fees (Plan Review & Inspection)
- Designation or rating by Leadership in Energy and Environmental Design (LEED) Services
- Meetings and other events beyond those expressly allotted within this Agreement.
- Building Owners Management Association (BOMA) calculations are an additional service.
- Representation, consultation, or assistance as an expert
- LEVY DYKEMA will invoice the following as Additional Services without the need for additional written authorization or agreement by Client: (i) Services not completed within the period allowed under the Project Schedule through no fault of LEVY DYKEMA; (ii) Services made necessary by laws, codes, and regulations enacted or revised after the date of this Agreement; (iii) Revisions/changes to Services for scope changes for any reason, including without limitation re-design based on new or different information, change in conditions, Project size and scope, quality, or Client's budget (both increase and decrease/value engineering); (iv) changes to Services necessitated by unknown or differing site conditions and conditions concealed by vegetation, structures, land features, or other obstacles of any kind; or (v) requests by Client for LEVY DYKEMA's attendance at meetings, site visits, and other events or tasks in excess of the type and number expressly provided in the Proposal.

F.2 Express assumptions upon which the Services and associated Fee are based:

- LEVY DYKEMA will reasonably rely on the accuracy and validity of all information provided by Client, the work of contractors and other third parties and services of other consultants, independent testing, government and quasi-governmental information and representations, and public records, is not expected to or required to validate or verify said information, and is not liable for same, even if incorporated into the Services.
- Client's contractor is knowledgeable regarding use and installation of specified methods and materials and LEVY DYKEMA shall not be liable for misinterpretation of Contract Documents, defects in or quality of the construction work, contractor's performance, or its means, methods, or safety precautions.

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

- Client acknowledges natural materials selected for the Project may change in appearance and dimension following exposure to use or climatic conditions.
- LEVY DYKEMA shall not be required to certify to conditions it cannot independently verify or sign documents which in its sole discretion may change its responsibilities under this Agreement or increase its liability or risk.
- Client or its separate delegee is solely responsible for services not provided by LEVY DYKEMA and LEVY DYKEMA is not responsible for misinterpretation of the intent of the design, unauthorized modifications, and misuse of the Contract Documents or other work product.
- LEVY DYKEMA will maintain its current types and levels insurance coverage. Any change in coverage required by Client which increases the cost of insurance shall be paid by Client in advance and LEVY DYKEMA shall not be obligated to effect such change or renew any policy related to same unless and until it receives payment by Client in full in advance.
- The parties acknowledge that federal, state, and local laws, regulations, and rules, and program criteria will be subject to various and possibly contradictory interpretations. While LEVY DYKEMA will use reasonable professional efforts to interpret applicable requirements, it does not warrant or guarantee that Client's Project will comply with interpretations of all regulatory and other requirements as applied.
- LEVY DYKEMA's work product remains its sole property, and in exchange for full payment of Fees and reimbursable expenses provided under this Agreement, is licensed to Client only for the original construction of the Project and for no other purpose. Separate use and/or derivative use of the work product requires a separate contractual arrangement and is not included in the Fee.
- LEVY DYKEMA is entitled to capture and use images of the Project in its promotional and marketing materials and other publications which do not reveal the confidential information of Client or others and shall be given professional credit by Client upon request by LEVY DYKEMA.
- Either party may terminate this Agreement for convenience and Client shall pay LEVY DYKEMA all Fees and Reimbursable Expenses incurred up to the date of termination

F.3 Without otherwise limiting other exclusions from the Services, the following are expressly excluded:

- Responsibility for: detection, remediation, accidental release, or other service relating to hazardous materials, waste or other environmental contaminants; or for any health and safety conditions
- Geotechnical services, soil and other subsurface investigations or conditions
- Materials testing
- Construction, construction supervision or control, or construction inspection

General Terms

Client Initials:

LEVY DYKEMA Initials:

1. The Agreement

The Proposal for Design Services (the Proposal) is expressly contingent upon and incorporates these Terms and Conditions, which together constitute the full and complete agreement between the parties for the Project (this Agreement). Levy Architects, PLLC, and LEVY DYKEMA, PLLC both DBA LEVY DYKEMA, as an independent contractor, shall perform the services outlined in the Proposal and additional services to which it agrees in writing (the Services), for the stated Fee arrangement, for the sole benefit of Client and for no other party.

2. Commencement of Services

LEVY DYKEMA is not obligated to commence the Services and may suspend Services previously commenced on instructions to proceed, until this Agreement has been signed by Client in the form presented, except where otherwise agreed by LEVY DYKEMA in writing, and any required retainer has been paid. If this Agreement is not executed and retainer paid within sixty (60) days from the date of the Proposal or amendment thereto issued by LEVY DYKEMA, it shall expire, any Services performed shall have been pursuant to the original version of this Agreement, and any fee quoted shall be subject to change thereafter unless LEVY DYKEMA extends the time in writing, all at LEVY DYKEMA's sole discretion. LEVY DYKEMA's stated rates are subject to change.

3. Client's Responsibilities, without limitation

a. Client represents that it is financially solvent, able to pay its debts when due, and possesses sufficient working capital to meet its obligations under this Agreement. Client is solely responsible for securing all insurance, financial, legal, and other professional services, paying all fees and taxes, and securing all permits and permissions required for the Project and to protect Client's interests. Client expressly agrees that it shall not sell, transfer, or otherwise effect a change in ownership of the real property for which the Services are being performed to any other person or entity without giving LEVY DYKEMA thirty (30) days written notice of its intention

to do so, so that LEVY DYKEMA may secure its lien and other rights as necessary prior to any such transfer. Client shall notify LEVY DYKEMA in writing fourteen (14) business days prior to any changes to the existence of, or ownership of, the Client legal entity entering this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement.

b. The individual to whom the Proposal is addressed shall be deemed Client's authorized representative unless Client notifies LEVY DYKEMA otherwise in writing. Services made necessary by Client's change in its representative/retention of a third-party owner representative will constitute Additional Services.

c. Client acknowledges that LEVY DYKEMA is entering this Agreement on Client's representation that Client is either: the legal owner of the real property for which the Services will be performed, or the owner's agent, trustee, or receiver; has a valid and enforceable contract for purchase of the real property and will become the sole legal owner at closing (and will keep LEVY DYKEMA advised of the closing date or failure to close); or that Client has an original contract with the legal owner of the property, the owner's agent, trustee, or receiver, and that Client and/or owner agree and understand that LEVY DYKEMA shall have constitutional, statutory, contractual, and equitable lien rights on the property that is the subject of the Project should any payment due LEVY DYKEMA remain unpaid beyond 30 days.

d. Client shall provide a Project Description which summarizes Client's initial requirements, preferences, and priorities, scope, budget, schedule. LEVY DYKEMA is not responsible for failing to satisfy Client requirements not communicated to LEVY DYKEMA prior to the time the Proposal is prepared, or Services are performed at any stage. Client agrees to respond to requests timely and provide such information and authorizations, and retain such consultant and other services, as LEVY DYKEMA deems necessary for the Services or the Project.

General Terms

Client Initials:

LEVY DYKEMA Initials:

e. Client agrees to cooperate with LEVY DYKEMA to resolve conflicts between requirements of various governing entities having jurisdiction over the Project.

f. Unless otherwise stated, Client will ensure LEVY DYKEMA has safe, legal, and open access to the site for activities necessary to perform the Services. LEVY DYKEMA will take precautions to minimize damage due to these activities but has not included in the fee the cost for any repair or restoration and is not responsible for same.

g. Client shall directly retain the contractor and any subcontractors, provide LEVY DYKEMA copies of their scopes of work, and require they all maintain professional liability insurance as appropriate to the work provided. Client will directly retain all other consultants required by the Project, provide their scopes of services, and require they maintain professional liability insurance as appropriate to the services provided.

h. Client solely is responsible for all matters relating to Project Site environmental conditions, health and safety laws, and other regulations and ordinances, soils testing, other subsurface investigations, the presence and disposal of any waste, oil, asbestos, lead, mold, and other hazardous materials and environmental contaminants, as defined by Federal, State and local laws or regulations (Hazardous Materials), on, in, under or around the Project site, and for the condition of structures located on the Project Site. Regardless of the scope of LEVY DYKEMA's Services, the Services shall not include responsibility for detection, remediation, accidental release, or other service relating to Hazardous Materials or other environmental or health and safety conditions.

i. Client expressly waives any claim it may have against LEVY DYKEMA if it fails to notify LEVY DYKEMA in writing about any problem with the design, fault or defect in the Project, or non-compliance with the Project's contract documents, promptly, but not later than seven (7) business days after becoming aware of same.

j. Upon the completion of the Project, Client is responsible for ongoing and regular maintenance of the Project, including its systems, finishes and equipment.

4. Performance of Services

a. LEVY DYKEMA will perform its Services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license (Standard of Care). The Services are purely professional services, the essence of which is providing advice, judgment, and opinion or similar professional skill, and without any guarantee or warranty, either express or implied. LEVY DYKEMA shall not be liable to Client to the extent that any item or component not included in its Construction Documents or other work product, or the cost or expense related to same, would have been otherwise necessary to the Project, or otherwise adds value or betterment, or upgrades or enhances the Project.

b. Services not expressly included in, or which are excluded from, the Agreement, are, "Additional Services," to which both Client and LEVY DYKEMA must agree in advance in writing, and for which LEVY DYKEMA shall be entitled to additional time and compensation at LEVY DYKEMA's then current hourly rates.

c. LEVY DYKEMA shall perform the Services as expeditiously as is consistent with the Standard of Care and shall not be liable for damages of any kind for delay, including but not limited to those resulting from: market changes, material or labor costs; strikes or other labor disputes; severe and unusual weather of the Project location or other natural disasters or acts of God, fires, riots, war, government action or inaction, or other emergencies; failure of any government agency to act in a timely manner; matters of health and safety; epidemic or pandemic; failure of performance by Client, its contractors, or consultants; termination or suspension allowed by this Agreement; discovery of any hazardous substances; discovery of unknown or differing site conditions; or for any other condition or circumstance outside of LEVY DYKEMA's control.

General Terms

Client Initials:

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LEVY DYKEMA Initials:

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2. Interpretation of Laws and Accessibility Requirements

- a. Client acknowledges it is Client's responsibility to comply with accessibility laws and regulations, to consult with accessibility consultants and legal or financial counsel to determine whether any local, state, or federal accessibility laws apply to Client's Project, to provide that information to LEVY DYKEMA, and to obtain an inspection upon completion of the Project.
- b. Unless specifically provided for elsewhere in the Agreement, LEVY DYKEMA makes no warranties, representations or guarantees that the Project will achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in the Agreement, LEVY DYKEMA makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.

9. Ownership of Documents

- a. To comply with its professional responsibilities, maintain the integrity of the Services that LEVY DYKEMA provides to Client and to its other clients, and to avoid exposing LEVY DYKEMA to unforeseen liability from unauthorized use of its work product, documents produced by LEVY DYKEMA under this Agreement (i.e., sketches, drawings, graphic representations, computer-generated design, plans, specifications, models, design details, photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by LEVY DYKEMA) are the "Instruments of Service," or "IOS," of LEVY DYKEMA. The IOS are the property of LEVY DYKEMA, who maintains all common law, statutory, and other ownership rights, including any copyright, and are intended only for use in the original construction of the Project made the subject of this Agreement. LEVY DYKEMA shall be entitled to royalties on any invention, new product, or exploitation of any images arising out of the Services and/or the IOS.

- b. LEVY DYKEMA grants a limited, non-exclusive license to Client to use said documents for the purposes originally intended under this Agreement, which license is expressly conditioned upon Client's full payment to LEVY DYKEMA of all amounts due. Reports prepared as part of the Services herein shall be for the exclusive use and reliance by only Client and those persons who are specifically identified in the Agreement and shall not be conveyed to third parties without both the prior written authorization of LEVY DYKEMA and notice to said third parties that they may not use or rely upon same. Documents not signed and sealed by LEVY DYKEMA are not suitable for construction. Client agrees the IOS are created based on the unique needs and condition of the Project at the time created, are not suitable for any other use, and may not accurately reflect subsequent changes in governing statutes and codes or future conditions of the Project, and thus may not be appropriate for use in renovation of the Project without modification by an appropriately licensed design professional to comply with the requirements of the applicable governing jurisdiction. If this Agreement is terminated, the license granted under this section will be revoked. At LEVY DYKEMA's discretion, and upon Client's engagement of a separate, replacement architect who agrees to assume responsibility for the Project's architectural services, the license may be extended upon execution of LEVY DYKEMA's standard Licensing Agreement with a release of liability and payment of an additional licensing fee as compensation for Client's continued use solely for purposes of completing, using, and maintaining the Project, in an amount equal to 20% of LEVY DYKEMA's original Fee.
- c. Documents provided in electronic media are not intended or suitable for construction but are provided as a convenience in understanding the Project. LEVY DYKEMA disclaims the accuracy of any IOS once transmitted to Client in editable format. LEVY DYKEMA makes no representation or warranty regarding the accuracy, completeness, integrity, compatibility, or readability of information contained in electronic media files, and does not transfer any rights to the electronic media format on which the electronic files exist.

General Terms

Client Initials:

LEVY DYKEMA Initials:

d. Any distribution, modification or reuse of the IOS without the written authorization, verification, and adaptation by LEVY DYKEMA (for which Client shall pay LEVY DYKEMA compensation at its then current rates), including without limitation completion of the Project after termination of this Agreement, for other projects, or future modifications to the Project, is at the sole risk of Client or other user, does not transfer license or ownership rights in the IOS to any other party, and **TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ALL CLAIMS, RELEASES, AND SHALL INDEMNIFY AND DEFEND LEVY DYKEMA, ITS RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUBCONSULTANTS ("THE LEVY DYKEMA PARTIES") FROM ALL CLAIMS, LIABILITY OR DAMAGES ARISING OUT OF MISUSE, RE-USE, OR MODIFICATION OF THE IOS WITHOUT LEVY DYKEMA'S WRITTEN AUTHORIZATION, VERIFICATION, AND ADAPTATION.**

10. Promotional Materials

Within one year following completion of the Project, LEVY DYKEMA shall be given reasonable access to the Project in order to photograph the Project and is entitled to use images of the Project in its promotional and marketing materials and other publications which do not reveal the confidential information of Client or others. Client shall, where required by LEVY DYKEMA, give LEVY DYKEMA credit as architect in any publicity relating to the Project. With Client approval, LEVY DYKEMA may install a sign recognizing its participation in the Project from commencement of the Services through the end of construction.

11. Consequential Damages and Waiver of Subrogation

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party shall be liable to the other for any punitive, incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to the Agreement, including, without limitation, lost use, profit, business or opportunity, income, reputation, and

any other consequential damages that either party may have incurred from any cause of action, including, without limitation, negligence, strict liability, breach of contract and breach of express or implied warranty, even if the potential for such damages was known in advance. To the fullest extent permitted by law, the parties mutually waive any right of subrogation against each other to the extent any claim is covered by any insurance applicable to the Project or the site upon which the Project is located, and will require the same of their respective contractors, subcontractors, consultants, subconsultants, construction managers, representatives, agents, employees, officers, directors, suppliers, and assigns in favor of Client and LEVY DYKEMA, and each other. The waiver of subrogation will not apply to any person or entity against whom a subrogation claim may be made who did not agree in its written agreement to waive subrogation against the party making the claim.

12. Limitation of Liability to Lesser of Fees Paid or Available Insurance

In recognition of the relative risks and benefits of the Project to both Client and LEVY DYKEMA, and given that execution of the IOS prepared by LEVY DYKEMA for the Project will be done by others outside off LEVY DYKEMA's control, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that the liability of the LEVY DYKEMA PARTIES to Client for any and all claims, losses, costs, and damages of any nature whatsoever without exception or claim expenses from any cause or causes, shall not exceed the lesser of the total fee paid by Client to LEVY DYKEMA for Services rendered under the Agreement for this Project or the available insurance proceeds covering the claim at the time of adjudication. Such claims and causes include, but are not limited to, LEVY DYKEMA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Further, the Parties agree that each component of the Services is important to the whole and that if circumstances are such that LEVY DYKEMA is not going to complete all Services anticipated due to suspension or termination, or LEVY

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DYKEMA is retained only to perform Services for some but not all of the standard architectural design scope of services, for example, only Construction Documents without construction administration, this may significantly increase the risk of loss resulting from such things as misinterpretation of the intent of the design, unauthorized modifications, and misuse of the IOS, for which LEVY DYKEMA is not liable. Notwithstanding anything in this Agreement to the contrary, Client agrees that as its sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against LEVY DYKEMA, a Texas professional limited liability company, and not against any of its owners, officers, directors, members, managers, principals, employees, agents, or representatives, who shall have no personal liability to Client

13. Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS THE LEVY DYKEMA PARTIES FROM AND AGAINST ALL DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH A CLAIM BY A THIRD PARTY AGAINST A LEVY DYKEMA PARTY RELATED TO THIS AGREEMENT OR THE PROJECT, CAUSED BY CLIENT, ITS REPRESENTATIVES, AND/OR ALL THOSE FOR WHOM IT MAY BE LIABLE ("CLIENT PARTY"), EXCEPTING ONLY THOSE DAMAGES, LIABILITIES OR COSTS ATTRIBUTABLE TO THE ACT OR OMISSION OF A LEVY DYKEMA PARTY. Client shall not enter a consent judgment, award, or settlement agreement for other than the payment of money by a Client without the applicable LEVY DYKEMA Party's written consent.

14. Termination or Suspension of Services

a. Unless earlier terminated, this Agreement expires upon the completion of LEVY DYKEMA's Services. This Agreement may be terminated upon written notice by either party for convenience, or for cause, should the other fail to perform its obligations hereunder and fail to cure said breach within ten (10)

days of receiving written notice of the breach from the non-breaching party. In addition, LEVY DYKEMA may terminate this Agreement immediately for cause without the opportunity for Client to cure based on: Client's bankruptcy or potential financial insolvency; Client's change in ownership, of any nature, or the sale, transfer, or other disposition of the Project or Project site/real property on which the Project is located to another; conduct by Client which may be illegal or contrary to law, mandate, or other legal order, or which LEVY DYKEMA deems unprofessional toward its staff or others; and/or Client's failure to execute this Agreement or deliver any required retainer. In the event of any termination, Client shall pay LEVY DYKEMA for all Services rendered to the date of termination, and all Reimbursable Expenses and any justifiable reimbursable termination expenses, such as any non-refundable consultant retainers, governmental fees, etc., and continued license to use the IOS is conditioned on such payment plus any required licensing fee.

b. Client may suspend the performance of any or all Services, upon written notice to LEVY DYKEMA, specifying the Service(s) to be suspended. Without liability to Client, LEVY DYKEMA may suspend performance of the Services and its obligations under this Agreement on the same grounds, with the same associated notice obligation, for which it may terminate for cause. If the Project is suspended for one hundred eighty (180) days or more, LEVY DYKEMA shall be entitled to treat this Agreement as being terminated with immediate effect. LEVY DYKEMA shall not be obligated to restart its Services until it is paid for all Services rendered and Reimbursable Expenses and other associated expenses incurred prior to the effective date of suspension. LEVY DYKEMA shall be entitled to an increase in the time for performance in accordance with its other commitments at that time, and additional compensation as appropriate given the nature of the suspension.

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c. The right to suspend or terminate this Agreement shall not prejudice any other right or remedy of either party which had accrued as of the date of suspension or termination. Any right or obligation that by its nature should survive the expiration or termination of this Agreement does survive.

15. Assignment

Assignment of this Agreement requires the written consent of both parties and Client shall remain liable for Fees, Reimbursable Expenses and other amounts incurred prior to the authorized date of assignment. If Client assigns this Agreement to any successor owner of the Project, or the Project is leased, transferred, or otherwise disposed of in whole or in part to another person or entity, the successor in interest must be given prior written notice by Client of LEVY DYKEMA's absolute right to terminate this Agreement. Assignment or other transfer not in accordance with this section is void and without effect. ***In the event of breach of this clause, Client shall fully indemnify LEVY DYKEMA against all claim(s) by any persons arising from or relating in any way to the assignment, this Agreement, and LEVY DYKEMA's work on the Project, whether such claim is in tort or otherwise.***

16. Dispute Resolution

Any claims or disputes that arise between Client and LEVY DYKEMA first shall be submitted to non-binding mediation before any other form of dispute resolution, and any other process started prior to the parties' participation in mediation shall be stayed pending the parties' participation in mediation. Client and LEVY DYKEMA agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Notwithstanding, LEVY DYKEMA may proceed with such filings and other actions as are required to secure its right to payment prior to participation in mediation. The statute of limitations for any claim stemming from this Agreement, the Project, the real property on which

the Project is located, or the Services shall be two years from the date the associated cause of action accrues.

17. Condominium Terms

LEVY DYKEMA has based its fee and evaluated its risk based on one contract with a single Client. If this Project is intended as or later converted to a condominium use, the parties recognize that Client receives financial rewards as developer while LEVY DYKEMA increases its potential risk of liability to multiple, unknown future owners, which risk cannot reasonably be incorporated into LEVY DYKEMA's fee. Therefore, in recognition of the nature and risk disparity of condominium projects and in exchange for specific and adequate consideration, the parties agree as follows for the Project as a condominium:

a. Client shall confirm that the contractor and subcontractors selected have demonstrated experience in the construction of condominium projects, have established quality control programs, and have commercial general liability insurance coverage which does not contain exclusions for residential construction, condominiums, specific finishes, or mold-related claims.

b. Client understands the necessity of and shall engage a building envelope/waterproofing consultant for design and construction observation on the Project.

c. Client shall require each prospective unit owner to inspect its unit for defects prior to purchase and Client will correct any such defects and have the unit owner sign a certificate of acceptance or such other document evidencing this.

d. If Client becomes aware of any issue, defect, error, or omission that may give rise to a potential claim or dispute by Client, the condominium's Property Owner's Association ("POA"), or a unit owner (person/entity holding legal title to a unit), Client will provide LEVY DYKEMA with prompt written notice of the potential for such claim or dispute of not less than 48 hours.

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e. To the maximum extent allowed by the law, Client will include the following provisions in the Condominium Declaration and Condominium Bylaws and the Purchase Agreement (contract for sale of any unit, including any ownership interest in the common elements of any type) for each unit, and take steps necessary to ensure that the Condominium Declaration and Bylaws make such provisions unalterable:

- (i) A provision that inspection, maintenance (including but not limited to maintenance of grading and drainage as designed), alternations to original design or as-constructed conditions, normal repair, and budgeting therefor, are the exclusive obligation of Client and subsequent POA and unit owners; requiring the POA establish a budget for maintenance; and providing that any design professionals on the Project shall have no financial or other responsibility for the inspection, maintenance, subsequent modification to, and normal repair of any portion of the Project, or for damages incurred for failure of same;
- (ii) A provision that a POA shall not be entitled to institute any legal action on behalf of any or all of the unit owners which is based on any damage allegedly sustained by any unit owner, but that all such claims shall be instituted only by the unit owner owning such unit or served by such common elements who allegedly sustain damage. In addition, a provision stating that, to the extent that a POA does have standing to bring any action, the POA must obtain approval of more than two thirds (2/3) of all unit owners prior to initiating legal action against any Project contractor or design professional;
- (iii) A provision requiring that before the unit owners or the POA take any action or make any claim related to an alleged defect discovered in the design or construction of the Project or any of the units or common elements: (a) the POA will be notified of

the claim, if discovered by a Unit Owner; (b) the POA or applicable Unit Owner will be required to obtain an inspection and a written independent third-party report from an appropriately licensed professional engineer or architect that: (1) identifies the unit or common elements subject to the claim; (2) describes the present physical condition of the unit or common elements, cause of same, and basis for such conclusion as to cause; and (3) describes any necessary modifications, maintenance, or repairs to the unit or common elements; (c) the POA or applicable unit owner must provide any Project contractor or design professional at least 10 days' advance written notice of the engineer's or architect's inspection and an opportunity to attend; and (d) the POA or Unit Owner will notify any Project contractor or design professional in writing of the claim, including provision of the engineer's or architect's report, and provide any Project contractor or design professional no less than ninety days to commence actions to investigate and, if appropriate, cure such defect.

- (iv) A requirement that any dispute involving one or more unit owner, the POA, and any Project contractor or design professional will be subject to mandatory mediation, which if unsuccessful, will be followed by mandatory arbitration in accordance with the American Arbitration Association's Construction Industry Arbitration Rules, current at the time of initiating arbitration;
- (v) A provision that the liability, if any, of any design professional involved with the Project, for all causes of action of any nature, without exception, is limited to the lesser of the amount actually paid to the design professional for its Services on the Project or the design professional's available insurance limits at the time any claim is adjudicated.

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f. If Client fails to satisfy any obligation required of it for condominium projects provided herein, to the fullest extent allowed by law, Client shall indemnify, defend and hold harmless the LEVY DYKEMA Parties from and against any claim, suit, demand, liability, damage, loss or expense (including attorney's fees and costs of defense) that arise from any class action lawsuit or lawsuit by any two or more unit owners, by the condominium POA or its board of directors or equivalent managing body, or by any association representing the interests of the individual owners, related to the design or construction of this Project.

18. Design-Build Projects

Client understands and acknowledges that Design-Build projects, which include any project or portion thereof for which the method of delivery consists of design and construction services provided under a single entity, present access, accountability, and timing complications related to LEVY DYKEMA's Services. Therefore, in consideration of this added risk and LEVY DYKEMA's willingness to participate in a design-build method of delivery, Client acknowledges and agrees to the following additional terms with regard to Design-Build projects:

a. LEVY DYKEMA owes a duty only to Client under the Agreement, LEVY DYKEMA's obligations do not flow to others with whom Client has contracted separately, and there are no third-party beneficiaries to this Agreement.

b. In advance of signing an agreement for services related to a design-build project, LEVY DYKEMA will be provided, for review and consideration, the Prime Agreement between Project Owner and Design-Builder for the Project, as well as Client's agreement for the design-build, if Client is not a party to the Prime Agreement. **IF LEVY DYKEMA IS NOT PROVIDED THE PRIME AGREEMENT AND CLIENT'S AGREEMENT FOR THE DESIGN-BUILD (IF NOT THE PRIME AGREEMENT) IN ADVANCE OF LEVY DYKEMA ENTERING INTO AN AGREEMENT FOR THE PROJECT WITH CLIENT, CLIENT AGREES LEVY DYKEMA SHALL NOT BE LIABLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN SAID AGREEMENTS**

AND CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LEVY DYKEMA PARTIES FROM LIABILITY FOR SAME.

c. Client shall ensure: that the Project Schedule provides LEVY DYKEMA adequate time to perform its Services in coordination with other consultants on the Project; that LEVY DYKEMA is entitled to rely on the accuracy of the information provided by Client and others; and that LEVY DYKEMA is not liable for the work of or delay caused by Client, Design-Builder, Contractor, Subcontractors, other consultants, or any other party to the design-build team, or for any contractor's failure to perform its work in accordance with the contract documents or for commencement of construction before contract documents are complete.

d. Client will confer with LEVY DYKEMA before issuing interpretations of LEVY DYKEMA's documents and in determining whether construction performed based on LEVY DYKEMA's documents is in general compliance with said documents. If LEVY DYKEMA is retained to provide construction administration responsibilities, its site observation reports generated by LEVY DYKEMA, in any form, will be communicated promptly by Client to all members of the design-build team and to the Project Owner. If LEVY DYKEMA is not retained to provide construction administration, it shall not be liable for misinterpretation or misuse of its Instruments of Service or any error which could have been avoided had it provided such services.

e. Nothing in the Prime Agreement or any downstream agreement shall be construed to transfer ownership of LEVY DYKEMA's Instruments of Service to any party, as LEVY DYKEMA maintains all common law, statutory and other reserved rights, including the copyright. As provided herein, expressly contingent upon full payment of all amounts when due, LEVY DYKEMA grants a limited, non-exclusive license to use the Instruments of Service for purposes of the original construction of the Project only. Any other use and/or derivative use, requires a separate agreement and additional compensation.

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Client Initials:

LEVY DYKEMA Initials:

f. INDEMNITY. TO THE FULLEST EXTENT ALLOWED BY LAW, CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LEVY DYKEMA PARTIES FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, ACTUAL DAMAGES, JUDGMENTS, LIENS, AND COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN DEFENSE), TO THE EXTENT SUCH CLAIM CONFLICTS WITH THE TERMS OF THIS AGREEMENT, INCLUDING CLAIMS RELATED TO LEVY DYKEMA'S OWN NEGLIGENT OR INTENTIONAL ACTS, IN WHOLE OR IN PART.

19. Interpretation and Enforcement

This Agreement: (a) may be executed by scanned or electronic signature and in one or more counterparts, each of which shall be deemed to be an original for all purposes; (b) is between Client and LEVY DYKEMA only, binds their heirs, successors, and assigns, does not anticipate any third-party beneficiaries, and does not create a contractual relationship with, or any cause of action in favor of, any individual or entity not a party to this Agreement; (c) constitutes the entire agreement of the parties, supersedes all prior understandings, and voids the effectiveness of any oral statements or prior written documents related to this matter; (d) may only be amended or assigned, or terms waived, by written agreement of both parties, which agreement may be refused at the sole discretion of either party; (e) shall become effective only as typed and agreed and without additional interlineation of any kind unless initialed by both parties (any other such interlineation being ineffective); and (f) shall be governed by and construed in accordance with the laws of the State of Texas with venue for any dispute in the county in which the Project is located. Titles and divisions are for organizational purposes only and may not fully describe the information that follows. If any provision of this Agreement is held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision, and this Agreement will remain in effect and will be construed as close

as reasonably possible to preserve the intent of the parties. Neither party shall assign any cause of action it may have against the other party. Except where it expressly agrees to same in writing, LEVY DYKEMA is not bound by any agreement between Client and any other party. Both parties have had the opportunity to consult with an attorney and each party enters this Agreement of its own free will without reliance on any term not stated herein.

20. Notices

Notices shall be in writing and shall be deemed to have been given: a. when received, if delivered in person or by a courier or a courier service; b. on the date of transmission (or the next business day if the date of transmission is not a business day, or the time is after 5 pm central) if sent by facsimile or email followed by mail as described herein; or c. three business days after being deposited in the US mail, certified return receipt or registered postage prepaid. Client's address for notices shall be that address to which the Proposal is addressed, unless Client advises LEVY DYKEMA otherwise in writing.

Signature Page

Client Initials:

LEVY DYKEMA Initials:

By signing this Agreement or giving LEVY DYKEMA instructions to proceed with the Services, Client agrees to be bound by this Agreement, including the Proposal and the Terms and Conditions.

For The Project

Project Name Burnet County - Briggs Community Center

Project Address 185 Loop 308, Briggs, Texas 78608

Agreement is made on 08/22/2025 between:

The Client

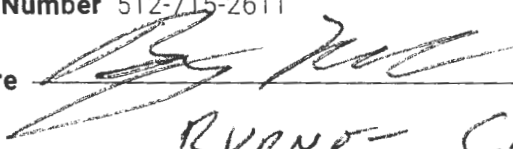
Name Commissioner Damon Beierle

Company Name Burnet County

Address 220 S. Pierce Street, Burnet, TX 78611

Contact Number 512-715-2611

Signature



Title

BURNET COUNTY JUDGE

And LEVY DYKEMA

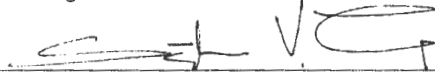
Name Stephen V. Levy, President

Company Name LEVY DYKEMA

Address 620 Congress Avenue, Suite 100, Austin, TX 78701

Business Number 512-342-9177

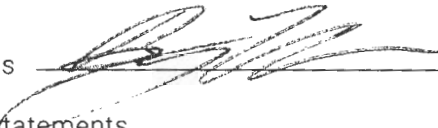
Signature



The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas: P.O. Box 12337, Austin, Texas 78711-2337, or 505 East Huntland Dr., Ste. 350, Austin, Texas 78752, telephone (512) 305-9000.

Please indicate the form in which you wish to receive invoices and statements by checking one of the boxes below.

☒ Email invoices and statements



☐ Email and Mail invoices and statements