



9600 Escarpment Blvd., Suite 745-4
Austin, Texas 78789
Ph.: 512.810.0684

Date: 08.06.25
Project: City of Boerne
Boerne Northside Community Park
Additional Services Request - REVISED

ADDITIONAL SERVICES REQUEST

To: Paul Barwick, City of Boerne, Special Projects Director

From: Brent Luck, LUCK Design Team

LUCK Design Team is submitting the following backup and request for additional services conducted as part of the design for the Boerne Northside Community Park project.

Since LUCK Design Team was authorized in May of 2023 for the design scope of services, there have been modifications to the project's design resulting in new design or design scope of services. These include:

- The request by the City of Boerne Planning Department, to submit the site plat as a "2 Lot" plat versus a single lot plat;
- Assisting the City in the research and development of the historical Drainage Protection Zone and the ensuing variance that was taken to Planning and Zoning in January of 2024;
- Modifying the layout for the north parking area and ultimately removing the parking area from the Phase 1 improvements;
- Adding the Food Truck Court Area (including buildings/ entry parking/ plaza) to the project design;
- Altering the North Road Alignment to accommodate the Food Truck Court Area;
- Adding the Family Restroom to the design scope;
- Shifting the Pickleball Courts alignment to the west on the project site;
- Adding four extra Pickleball Courts, and producing three iterations of this concept;
- The addition of a composite photometric layout design of existing and proposed light standards to address City Staff permitting comments;
- The addition of Project Control to the City's management team requiring extra meetings and submittals;
- The selection and addition of Waterman Construction as a Construction-Manager-at-Risk firm, requiring extra meetings and submittals.

Besides the additional time expended in change to the scope and design development, each of the changes outlined above increased time for LID and hydraulic calculations (LID, Impervious Cover, Storm Drain, and Detention) well beyond the original scope of services.

The original construction budget our design services were based of \$7,990,000 has now grown to \$16,167,000 (per Waterman Construction estimate dated June 12, 2025), also requiring more design effort and coordination than the original contracted scope. The original design contract as a percentage of construction has decreased from 9.69% to 4.79% of construction costs.

The additional service design efforts equate to \$148,500 as broken down below:

Freeland Turk Engineering Group	\$125,000	See Attachment A
Integrated Design Consultants	\$3,500	See Attachment B
LUCK Design Team	\$20,000	
Total	\$148,500	

Of this amount, we have documented backup from Freeland Turk Engineering Group in the amount of \$99,442.50 through May 2025 billing efforts (see Attachment A), with the remaining \$25,557.50 an estimate for services from June through project duration.

Attachment B provides backup for the composite photometric layout design provided by Integrated Design Consultants.

We appreciate your consideration of this additional service request. As you review this request, please let us know of any questions or clarifications you might have or sign approval below of the additional service request.

LUCK Design Team

City of Boerne, Texas

By:  _____

By: _____

Print Name: Brent Luck

Print Name: _____

Title: President

Title: _____

Date: August 8, 2025

Date: _____

March 13, 2025

Brent Luck
Luck Design Team
9600 Escarpment Boulevard
Suite 745-4
Austin, Texas 78749

Reference: Amendment No. 3 - Northside Community Park – Miscellaneous Design Changes (Revised)

Brent:

Freeland Turk Engineering Group LLC (FTEG) appreciates the opportunity to submit this proposal for additional professional engineering services for miscellaneous design changes for the proposed expansion of Northside Community Park.

Scope of Work

Platting

- Prepare a two-lot plat, instead of a one lot plat.

Design and Revision of Civil-related Park Improvements

- Delete the north parking area.
- Assist with Drainage Protection Zone Variance
- Site plan revisions dated 9/3/24, 12/2/25, and 3/10/25 that included:
 - Adding food truck area, family restroom, and additional pickleball courts to the project.
 - Revising site plan, grading plan, and drainage/detention to accommodate additional improvements.
 - Revising LID design and adding additional stormwater treatment
 - Revising hydraulic calculations to account for additional impervious cover, including all hydrology and hydraulics for LID, storm drain, and detention.
- Please refer to the attached backup information for more narrative on site plan changes and associated costs.

Exclusion

- Any work related to value engineering during the contractor's pricing phase is specifically excluded from this scope of work. Any value engineering required is considered additional services requiring additional compensation.

Schedule

Freeland Turk will complete the scope of work based on the schedule attached to this amendment.

Compensation

FTEG proposes completing the scope of work in Amendment No. 3 based on hourly rates plus reimbursable expenses for a fee of **\$85,000** based on 2024 Billing Rate Schedule. Our billings will not exceed this amount without authorization from the Luck Design Team. A compensation summary is provided below.

Original Agreement	\$120,000
Amendment No. 1	\$194,000
Amendment No. 2	\$ 27,530
<u>Amendment No. 3</u>	<u>\$ 85,000</u>
Total Compensation	\$426,530

Schedule

Freeland Turk will prepare the final construction documents, submit them for review, and complete them in accordance with the recently revised schedule provided below.

3/24/25 – 50% CDs review (due to team 3/19)

4/7/25 – 75% CDs review (due to team 4/3)

4/28/25 – 95% CDs review (due to team 4/24)

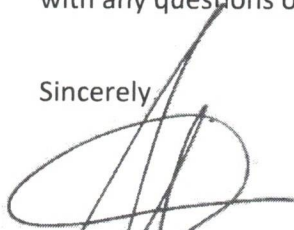
5/5/25 – Signed and sealed CDs

Terms and Conditions

All terms and conditions in the original agreement (dated 11-16-21) remain in effect unless modified by this amendment.

We appreciate the opportunity to submit this amendment. Please do not hesitate to contact us with any questions or comments.

Sincerely,



Thomas N. Turk, P.E.
Principal

Authorization

Signature

Date

Attachments: Additional Narrative, Expense Summary, and Backup



INTEGRATED
DESIGN
CONSULTANTS

Attachment B

MECHANICAL • ELECTRICAL • PLUMBING
ENGINEERING CONSULTING SERVICES

Date: **June 26, 2025**

Luck Design Team
9600 Escarpment Blvd, STE 754-4
Austin, TX 75749
Attn: **Brent Luck**

RE: **Northside Park Lighting
Borne TX
Photometric Study**

Thank you for engaging Integrated Design Consultants, LLC (IDC) to provide electrical engineering and site lighting design services in connection with the above-mentioned project.

The scope of MEP Design services will include the design of the following:

- Review of proposed site plan, current electrical design package, and vendor provided photometric plans.
- Coordinate all lighting fixture selections, layouts, and mounting heights with local zoning requirements, coordinate with existing lighting vendors to coordinate exact layout of multi-head site fixtures and requirements.
- Create model to include all proposed lighting, create full site photometric plans indicating total lumens/acre, and all lighting values and requirements per Borne TX Unified Development Code
- Calculate total lumens/acre values and provide notes and details to indicate compliance with the Borne TX Unified Development Code – Appendix D, Dark Sky Regulations.
- Review current lighting design and layout for compliance with IESNA lighting standards and document for review.

The project shall be completed as follows:

Construction Document Phase:

- Utilize CAD files, PDF documentation, and lighting specifications provided by Luck Design Team. Import CAD files into photometric software and model for compiled site lighting plan.
- Provide initial findings and recommendations to Luck Design Team for review and implementation or response. Provide final photometric layout based on comments, dark sky compliance, etc.
- Prepare a full site photometric design set indicating the general arrangement of the various lighting systems, lighting specifications and cut sheets, site lumen calculations, and general noting per local jurisdiction requirements. The drawings will be prepared using AutoCAD design software and may be distributed in PDF format as requested for review, etc. Photometric drawings to be provided in compliance with all local codes and will be complete for zoning review and approval.
- Provide responses and coordinate possible modifications based on code review and comments. Coordinate with lighting vendors, Luck Design, and or sub consultants as required. Provide modified sets as required for permit resubmission.

Photometric Documentation shall be a fixed fee of \$3,500.00

A non-refundable retainer equal to **20% of the total design fee (\$700.00)** is due upon execution of this agreement. This retainer will be credited against the final Design Services invoice.

The fixed fee provided assumes one (1) possible redesign or design modification based on comments from local jurisdiction. IDC will accommodate the design team's direction for responses, however, multiple attempts to respond without modifications to base design will require an additional service.

Billing will occur at two milestones: 50% and 100% completion. IDC will issue invoices at these points unless otherwise directed. The percentage of the design fee associated with each submission shall be submitted to your office for payment concurrent with submission. If for any reasons outside of our control, the project gets put on hold or is prolonged due to forthcoming changes not included in the original scope of work, etc., a percentage of the lump sum amount, based on the percentage of work completed up to that date, may be billed at that time, with the remaining balance due at the completion of the project, or as negotiated, due to the impending changes.

The lump sum fee amount includes all required permit reproduction expenses only. All and any additional printing for contractor construction sets, multiple owner reviews, etc. has not been included in the lump sum fee and shall be performed by others at their expense via electronic files sent to them by our office.

All and any additional services requested by your office, not outlined above, will be provided on an hourly charge per hour as detailed below:

Principal Engineer - \$200.00 per hour

Design Engineer - \$180.00 per hour

Drafting and CAD operator - \$100.00 per hour

Clerical and Support Staff - \$80.00 per hour

This proposal is also based on receiving final site plan and lighting plans in AutoCAD DWG format, along with all required design specific information related to the design, PRIOR to the start of the design process. No allowance is included for coordinating and/or manipulating with other software packages or interruptions of the design process due to lack of necessary information required to complete the design.

All design documents and/or AutoCAD created documents that are prepared by Integrated Design Consultants, LLC will remain the property of said company based on liability and proprietary concerns. Any unauthorized use or manipulation by the Owner or others, other than for the specific purpose intended by Integrated Design Consultants, LLC without written permission, will be at the Owner's risk with full legal ramifications.

Services **not included** at this time are as follows:

- Redesign of the photometric layout due to design or owner changes after final completion and submission.
- Redesign of the photometric layout due to construction cost overruns.
- Life Cycle Cost Studies or Value Engineering.
- Design of voice/data cabling or low voltage wiring.
- Design of systems in metric units.
- Construction Cost Estimates.
- Evaluation and/or preparation of electrical systems for utility company rebates.
- Completion of application forms or calculations for local building permit departments.
- Certification of electrical installations for code authorities.
- Post construction services such as inspection during the guarantee period and system trouble shooting due to incomplete construction.
- Design of emergency generator.
- Design of or certification of Fire Protection systems and/or a Fire Pump.
- LEED Design, calculations, online forms, certification, coordination of documents, etc.

If required, the above services will be provided on an hourly basis, at the standard hourly billing rate.

Integrated Design Consultants LLC will exercise usual and customary professional care to design in compliance with all codes, industry standards, regulations, and laws in effect as of the date of this agreement. Due to the nature of the building engineering design profession, it can be reasonably expected that clarifications and revisions will be required during the construction phases for which our office shall be compensated.

Invoicing for our services shall be monthly with anticipated payment within thirty (30) days of the invoice date. Interest will be billed at a rate of one percent (1%) per month, of the unpaid balance, on all invoices not paid thirty (30) days from the date of the invoice. Payment to Integrated Design Consultants, LLC is not contingent upon Owner's payment to your firm or receipt of project financing. Please advise us if these payment terms are not acceptable, so that we may adjust our proposal accordingly. Should the termination of our services be necessary for any reason, the fee will be prorated based on the completed work to date.

The client hereby agrees to pay as damages to Integrated Design Consultants, LLC, all costs, including reasonable attorney fees and court costs, incurred by Integrated Design Consultants, LLC, in collecting or attempting to collect payment on any overdue invoices.

Risk Allocation and Liability: The client agrees to defend, indemnify, and hold harmless Integrated Design Consultants, LLC, its officers, employees, and subcontractors from any claims or liabilities arising from services rendered under this agreement. IDC's liability shall be limited to the total fee paid for services rendered. Consequential damages are expressly excluded.

This agreement shall remain valid for six (6) months from the date of signature unless extended by mutual agreement. Delays not caused by IDC may warrant schedule or fee adjustments.

We appreciate your selection of Integrated Design Consultants, LLC to assist you with this project and look forward to our continued relationship. Please countersign this agreement letter and return to our office.

Proposal/contract as stated is accepted and authorization to proceed is thus granted.

NAME:

(Printed or Typed)

SIGNATURE:

TITLE:

COMPANY:

DATE:

Integrated Design Consultants, LLC:



DATE: 6/26/25