

**PROFESSIONAL SERVICES AGREEMENT
FOR
<Kelly Lane & Murchison Mallard Park>**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Dunaway Associates, LLC (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in Exhibit 1 - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s

work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed **three hundred seventy-four thousand one hundred and sixty-three** (\$374,163.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided

hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to

City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Pflugerville
Attn: Patricia Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: Dunaway Associates, LLC.
Attn: Bryan Mask
5707 Southwest Pkwy,
Bldg 2, Suite 250
Austin, TX 78735

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Kelly Lane and Murchison Mallard Park*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

City of Pflugerville

Insurance Requirements

Consultant performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor’s policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for:	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Premises/Operations	Or	
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville
Capital Improvement Program
P.O. Box 589
Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional

acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY’S agent, the CITY’S employee or other entity, excluding the CONSULTANT or the CONSULTANT’S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT’S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker’s compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Halff Associates, Inc., EEA Consulting Engineers. And TTL, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Consultant acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Exhibit 1 - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXV. MISCELLANEOUS CITY CODE PROVISIONS

25.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

25.2 Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

25.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt

or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25.5 Texas Family Code Child Support Certification. Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2271.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

**DUNAWAY
ASSOCIATES, LLC**



(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Bryan Mask

Title: City Manager

Title: Regional
Manager/Principal

Date: _____

Date: July 9, 2021

APPROVED AS TO FORM:

Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.



To:

Patricia Davis, M.S.C.E., P.E.,
City Engineer
City of Pflugerville
projects@pflugervilletx.gov

From:

Bryan Kye Mask
Principal
bmask@dunaway.com

Dunaway Location

5707 Southwest Pkwy,
Bldg 2, Ste 250
Austin, TX 78735

Dunaway No. P007396.001

Date: July 9, 2021

Reference: Proposal for Professional Services
2020 Parks Bond Program: Kelly Lane Park, Pflugerville, TX

Ms. Davis:

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for Landscape Architecture Services on the above-referenced Project. Based on the scoping meeting on June 11th, we believe the following scope of services will meet your needs for the initial phases of this Project.

Project Understanding

Kelly Lane Park is a neighborhood park that have been selected for professional engineering services in the 2020 Parks Bond Program through the City of Pflugerville.

Kelly Lane Park is an undeveloped 15+/- acre park property located at 3200 Kelly Lane. The property is bordered to the West and South by residential developments and to the North further down Moorlynch Avenue. This property has some minor trail access amenities currently.

A Master Plan was drafted for this park in 2011 as a part of the Pflugerville Trails Master Plan & Parks Development Plans document.

The scope of work consists of the following:

- Public Engagement
- Kelly Lane Park Construction Documents

Exhibit 1 - Scope of Services

Executive Fee Summary

Fees are broken out below separately for each Project listed in the 'Project Understanding' section of the proposal.

1.0 Project Administration and Coordination Services	\$13,764 Lump Sum Services
2.0 Alternatives Concept Phase	\$3,465 Lump Sum Services
3.0 Project Design Criteria	
6.0 Geotechnical Engineering Services	\$5,240 Lump Sum Services
8.0 Stormwater Management Plan	
9.0 Tree Preservation Service	\$3,190 Lump Sum Services
10.0 Submittal Requirement	\$105,075 Lump Sum Services
TDLR Subtotal:	\$2,050 Lump Sum Services
11.0 Bid Phase Services	\$5,840 Lump Sum Services
12.0 Construction Phase Services	\$24,809 Lump Sum Services
Total: Standard A/E Lump Sum Services	\$163,433 Lump Sum Services

13.0 Additional Services

These items have been moved to Additional Services:

4.0 Environmental Services	
5.0 Surveying Services	\$26,555 Lump Sum Services
7.0 Drainage Design Services	\$18,000 Lump Sum Services
Total: Standard Additional Lump Sum Services	\$44,555 Lump Sum Services

FEE

Dunaway proposes to provide the scope of work described above for a fee as shown, plus direct expenses. This proposal is valid for a period of 90 days from date sent.

Once project commences if project goes on hold for a period greater than six months, Dunaway reserves the right to reassess and equitably adjust remaining fees.

DETAILED SCOPE OF WORK

1.0 - PROJECT ADMINISTRATION AND COORDINATION SERVICES

Reference Basic Scope of Services for Required Deliverables. (PHASE 1.1-1.7)

Kickoff Meeting and Site Visit with City of Pflugerville Staff (PHASE 1.8)

Dunaway will attend a kickoff meeting with CoPf staff. The meeting will be held at CoPf offices.

The primary purpose of the kickoff meeting is:

- a. Discuss the project in depth, confirm scope of work and clarify communication protocols, roles and responsibilities.
- b. Confirm the major planning issues and concerns
- c. Discuss planning opportunities for the site, including any outside entities to be involved in the planning process
- d. Discuss and agree upon dates for the public meetings
- e. Review the existing site conditions, opportunities, and constraints

Dunaway will conduct (1) one site review with CoPf staff to visually evaluate the existing site and surrounding areas. A field report will be created documenting staff comments and recommendations.

Deliverables: Kick off meeting agenda and meeting notes, site visit field report

PUBLIC ENGAGEMENT (PHASE 1.11)

Reference Basic Scope of Services for Required Deliverables.

1. First Public Meeting

Dunaway will attend a Meet & Greet Design Workshop with the community about the upcoming Bond Package. No fees included with this task.

2. Survey Creation

Dunaway will create/provide a survey for the community prior to presenting concept plans in the Second Public meeting. The results of this survey will help in producing parks that were made for and by the people in the community.

3. Second Public Meeting

Dunaway will attend a second public meeting to present the diagrammatic concept plans. Dunaway will prepare poster-mounted graphics and or a powerpoint presentation providing direction received from the surveys and master plans provided by CoPf. The primary objective of the second public meeting is to:

- a. Provide the community a visual representation of the conceptual plan diagrams and evaluate interest and concerns.
- b. Create community "buy in" to the park elements

4. Draft Final Concept Plans

Dunaway will prepare conceptual plans based on the conceptual diagrams created in the previous tasks, public comments, and CoPf input. The conceptual plans will contain scaled site plans that depict new program elements, amenities, roadways, and existing facilities to remain. These plans will contain enough information to create a conceptual probable cost estimate. Dunaway will prepare 3D models for each park site and its relationship to the surrounding community.

A review meeting with Dunaway and CoPf staff will make comments on the conceptual plans and probable cost estimate. These revisions will be made to the drawings in preparation for the third/final public meeting.

Deliverables: Final concept plans, 3D model renderings, and probable cost estimate

5. Third/Final Public meeting

Dunaway will attend a third public meeting to present the final conceptual plan. Dunaway will prepare poster-mounted graphics and or a powerpoint presentation providing direction received from the second public meeting, conceptual plans of the possible program elements, and phasing plans for these improvements. The primary objective of the third public meeting is to:

- a. Final review of the conceptual plan
- b. Provide adequate visual and cost information for community 'buy in' of the concept plan for each park
- c. Gather final comments and concerns from the community of the concept plans

2.0 - ALTERNATIVES CONCEPT PHASE

Reference Basic Scope of Services for Required Deliverables. (PHASE 2.0)

1. Preliminary Data Collection and Base Map Creation (PHASE 2.1)

Prior to the kick-off meeting, Dunaway will gather and review preliminary data and information and develop a basic understanding of the project site, and the surrounding area. Activities expected to occur in the task will also include:

- a. Developing a memorandum requesting any additional information from City of Pflugerville
- b. Gathering LIDAR topographic information.
- c. Preparing a base aerial photograph for project.
- d. Coordinating with parks department for current and future plans for parks in the area
- e. Attend an initial site review of the site evaluating the existing site and surrounding areas. The site review will be documented photographically for use in planning studies.
- f. Prepare an existing conditions base map for use in the overall planning process and public presentations.

Halff – Drainage

Halff has confirmed they do have existing condition models for both parks. – to share with team. (Ref. Halff Proposal.)

Deliverables: Existing Site Base and Conditions Map and data request memorandum

2. Alternatives Concept Study Report

Reference Basic Scope of Services for Required Deliverables. (PHASE 2.2)

3.0 – PROJECT DESIGN CRITERIA

Reference Basic Scope of Services for Required Deliverables.

FOR SECTIONS 4.0 – 5.0 – REFERENCE 13.0 ADDITIONAL SERVICES

6.0 GEOTECHNICAL ENGINEERING SERVICES

1. Geotech - provide Geotech report for Kelly Lane Park - trail paving, pedestrian bridge structure, and parking lot paving.
Refer to attached proposal from Geotechnical engineer.

FOR SECTION 7.0 – REFERENCE 13.0 ADDITIONAL SERVICES

8.0 - STORMWATER MANAGEMENT PLAN

Reference Basic Scope of Services for Required Deliverables.
This work to be completed by General Contractor.

9.0 - TREE PRESERVATION SERVICES

Reference Basic Scope of Services for Required Deliverables. Additional information included with 30/60/90 submittals.

10.0 - SUBMITTAL REQUIREMENTS

Reference Basic Scope of Services for Required Deliverables.

1. Project Management

Project management consists of project tracking, invoicing, deliverable oversight, quality control and any sub-consultant management required. Dunaway will coordinate with sub-consultants for this scope of work. The project manager will be Tara Lindberg and will be the point of contact for the client.

The proposed schedule for the project begins with Notice to Proceed scheduled for July 2021.

2. 30% Design Development Plans

Dunaway will prepare 30% Design Development plans based on the concept plans created in the public engagement portion of the project.

- a. General Notes - City standard notes, indexes, and summaries.
- b. Tree Preservation Plans - Dunaway will produce detail tree preservation plans based on the conceptual design plans and tree survey provided. Tree protection details will be included with these plans.
- c. Demolition Plans - Removal plans for existing paving, vegetation, and other existing structures.
- d. Site Plan - Dunaway will produce detailed site plans of the park based on the approved conceptual master plan design, taking into consideration any

comments from the Client. Dunaway will produce site plans at an appropriate scale indicating paving surfaces, structures, pedestrian light locations and fixtures, specialty paving.

- e. Grading Plans - Dunaway will produce detailed grading plans based on the approved conceptual master plan design, taking into consideration any comments from the Client. Dunaway will produce grading plans at an appropriate scale. Grading plans will meet Texas Accessibility requirements and provide positive drainage.
- f. Planting Plans - Dunaway will produce detailed planting plans based on the approved conceptual design, taking into consideration any comments from the Client. Dunaway will produce planting plans at an appropriate scale indicating plant location, species, quantity, size, etc.
- g. Irrigation Plans - Dunaway will produce irrigation plans indicating irrigation component locations and installation details for heads, valves, piping, controllers, etc., which will be prepared to a level consistent with submission to the appropriate municipal agency and for construction. The plans will be produced under the supervision of a licensed Irrigator to a scale appropriate to the level of detail required for the project. Dunaway will provide appropriate design calculations, details, and specifications.
- h. Structural Plans
Structural scope of work consists of the structural design of shade structures and signage support. The design will include design of wood or steel framed structure with assumed slab on grade foundation. A geotechnical report will be required for shade structures.
- i. Illumination Plans – EEA
New lighting / power as required.
 - o Parking lot and trailhead lighting, need new electrical service and planning of any convenience receptacles required. Identify any powered equipment. (Ref. EEA Proposal.)
- j. Plumbing Plans – EEA
New Plumbing as required.
 - o Plumbing for any new restrooms and water fountains. (RR not in scope currently) (Ref. EEA Proposal.)
- k. Utility Plans – Halff
Design to 5' outside of the building envelope and then MEP go from there. (Ref. Halff Proposal.)
- l. Meetings/Coordination –
 - 1. (2) Schematic Design- Additional Shareholder/Design Review Meetings

- m. Opinion of Probable Construction Costs – prepare an Opinions of Probable Construction Costs based upon the Schematic Design Plans for additional scope items as described above. (All disciplines)
- n. Client Submittal – Submit the 30% Design Development Package to the Client for approval and review.

3. **60% Construction Document Plans**

Dunaway will prepare 60% Construction Document plans based on approved 30% Design Development plans approved by City of Pflugerville. These plans will include those described in the Design Development phase in addition to these described below.

- a. Site Details - Dunaway will produce details and sections that will provide detailed information on materials and how the various components fit together. These drawings will be at an appropriate scale indicating paving surfaces, structures, pedestrian light locations and fixtures, specialty paving.
- b. Written Specifications - Outline (All disciplines) Dunaway will prepare a rough draft of written specifications in 8 ½" x 11" format.
- c. Meetings/Coordination –
 1. (2) Stakeholder Meetings
- d. Opinion of Probable Construction Costs (All disciplines) prepare an Opinions of Probable Construction Costs based upon the 60% Construction Document Plans for additional scope items as described above.
- e. Client Submittal – Submit the Design Development Package to the Client for approval and review.

4. **90% Construction Document Plans**

Following review comments and acceptance of the 60% Construction Document Plans by the client, we will commence preparation of the 90% Construction Documents. These documents will be a continuation of the previous approved 60% Construction Document plans, taking into consideration any comments from the Client. These plans will include those described in the previous phases in addition to these described below.

The construction documents will be signed and sealed by a Registered Landscape Architect/Engineer licensed in the State of Texas.

- a. Traffic Control Plans – Half (Ref. Half Proposal.)
- b. Meetings/Coordination –
 1. (2) Stakeholder Meetings

Deliverables:

- CD Tree Preservation Plans
- CD Demolition Plans
- CD Site Plans

- CD Grading Plans
- CD Planting Plans
- CD Irrigation Plans
- CD Structural Plans
- CD Illumination Plans
- CD Plumbing Plans
- CD Utility Plans
- CD Site Details
- CD Written Specifications
- Opinion of Probable Construction Costs

5. 100% Construction Document Plans/Bid Phase

Following review comments and acceptance of the 90% Construction Document Plans by the client, we will commence preparation of the 100% Construction Documents/Bid Documents. These documents will be a continuation of the previous approved 90% Construction Document plans, taking into consideration any comments from the Client.

The construction documents will be signed and sealed by a Registered Landscape Architect/Engineer licensed in the State of Texas.

In addition to providing the above documents, Dunaway will:

- a. Respond to City of Pflugerville permitting questions.
- b. Assist in finalization of the Project Specifications Book.
- c. Attend Pre-Bid Meeting.
- d. Respond to Contractor Questions.

TDLR - Registration, Plan Review and Final Inspection with a Registered Accessibility Specialists registered in the state of Texas.

11.0 - BID PHASE SERVICES

Reference Basic Scope of Services for Required Deliverables.

12.0 - CONSTRUCTION PHASE SERVICES

Reference Basic Scope of Services for Required Deliverables.

Construction Administration

During the construction phase, Dunaway will visit the site at intervals appropriate to reviewing the work specified in our documents to become generally familiar with the progress and quality of the work completed and to determine if the work is being performed in accordance with the Contract Documents.

(Halff Contribution – Limited) (Ref. Halff Proposal.)

Specifically, Dunaway will:

- a. Site Visits - provide monthly meetings with a maximum number of (12) site visits/meetings to monitor some, if not all, of the following stages of construction. In addition to these meetings Dunaway will attend:

- (1) One - Pre-Construction or "Kick-Off" meeting.
- (1) One - Substantial Completion
- (1) One - Final Walkthrough
- b. Field reports or "punch lists" - prepare typed field reports indicating the status of construction for each site visit attended.
- c. Project Coordination - perform on-going coordination with the project consultants and contractors to resolve construction installation issues.
- d. Shop Drawing Review - review, comment and process, contractor's shop drawings.
- e. Request for Information "RFI's" - review and respond to Contractor's RFI's during construction. Prepare clarification drawings, if required, to resolve construction ambiguities.
- f. Change Orders - prepare and coordinate change orders as necessary, with the owner.
- g. Pay Application - review and approve pay applications by contractor.

Project Closeout

- a. Prepare closeout documents and warranty inspection.
- b. Prepare Record Drawings - record drawings created from redlined construction documents by contractor.
- c. Attend Final warranty walk through.

13.0 - ADDITIONAL SERVICES

4.0 - ENVIRONMENTAL SERVICES

Reference Basic Scope of Services for Required Deliverables.

5.0 - SURVEYING SERVICES

1. Topographic Survey – Dunaway will provide a Topographic Survey of the area as shown on the attached Exhibit "A", within Kelly Lane Park, City of Pflugerville, Travis County, Texas. One-foot interval contours will be developed based upon the results of the measurements taken. Existing visible utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. The vertical datum upon which the elevations are based will be City of Pflugerville.

As owner of the property, Client hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway's work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed.

2. Tree Survey – Dunaway will provide a Tree Survey of the area as shown on the attached Exhibit “A”, within Kelly Lane Park City of Pflugerville, Travis County, Texas. Trees with a DBH of 8” and larger. The trees will be tagged and numbered for future reference. The survey will depict the location, diameter and species (if it can be determined) of the qualifying trees.

As owner of the property, Client hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway’s work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed.

See attached exhibit A.

7.0 - DRAINAGE DESIGN SERVICES

Reference Basic Scope of Services for Required Deliverables.

ADDITIONAL SERVICES (not included in proposal)

1. This Scope of Services does not include any restroom facilities.
2. Dunaway team members will attend the meetings as noted within this Scope of Services. Additional meetings with City staff, Community meetings, work sessions, presentations, etc. requested by the City will be considered as additional services.
3. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, postcards, etc.
4. This Scope of Services does not include any grant writing or grant application submittals to such agencies as the Texas Parks & Wildlife Department.

If this proposal meets with your approval, please sign below, and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company**

Agreed & Accepted

CITY OF PFLUGERVILLE



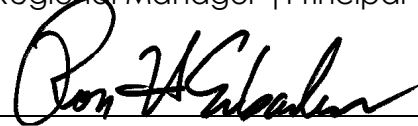
Bryan Mask, RLA, ASLA
Regional Manager | Principal

By: _____

Name: _____

Title: _____

Date: _____



Ross Eubanks, PE, SE
Chief Revenue Officer | Principal

Attachment(s):

City of Pflugerville Basic Scope of Services,
Survey Exhibit A, TTL Proposal & Fees,
Halff Proposal, EEA Proposal,
Fee Sheets – Dunaway, Halff, EEA, Survey

TLL

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The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's current mailing address and telephone number are: 333 Guadalupe, Suite 2-350, Austin, Texas 78701; (512) 305-9000.

BASIC SCOPE OF SERVICES

The City of Pflugerville (“CITY”) is proposing to develop Kelly Lane Park per the preliminary concept and scope provided and approved within the 2020 City of Pflugerville bond Prop B.

The work to be performed under this Professional Services Agreement by Dunaway Associates, LLC (“CONSULTANT”) will consist primarily of: an Alternatives Concept Study phase, Public Engagement phase assisting Vanir and the City, preparation of Plans, Specifications, and Estimate (“PS&E”), the preparation of Bidding Documents, and performing Construction Phase Services. The CITY will be represented by Vanir Construction Management, Inc. acting as the General Consultant (“GC”).

The following is a basic project scope. Project Specific Services will be added hereto or as an attachment to this document. Unless otherwise dictated by the CITY, the CONSULTANT’s Project Specific Scope shall meet or exceed the requirements of the Basic Scope. Where conflicts or contradictions arise between the Basic Scope of Services and the Project Specific Services, the CONSULTANT shall defer to the Project Specific Scope.

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT, GC and the CITY in an effort to expedite completion of the Alternatives Concept Study, PS&E, Bid Documents, and performance of Construction Phase Services.

Project Administration Services will include the following:

- 1.1 Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The CONSULTANT will not replace the designated Project Manager without the written approval of the CITY;
- 1.2 The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10th calendar day of each month;
- 1.3 Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.
- 1.4 Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision;
- 1.5 The CONSULTANT will handle administrative and coordination services related to subconsultants.
- 1.6 The CONSULTANT will submit to the CITY documentation of expected reimbursable expenses including but not limited to review and/or permit fees required by Authorities having Jurisdiction (AHJ).

Kelly Lane Park

- 1.7 The CONSULTANT will submit to the CITY documentation of approvals and/or permits received from Authorities Having Jurisdiction. This documentation shall include proof of paid review and/or permitting fees for reimbursement.

Project Coordination Services will include the following:

- 1.8 The CONSULTANT will attend a Project Kick-Off Meeting with the CITY and the GC.
- 1.9 The CONSULTANT will meet with CITY and the GC monthly if required by the CITY.
- 1.10 The CONSULTANT will attend an Alternatives Concept Meeting with the CITY and the GC to present findings and recommendations included in the Alternatives Concept Study Report to be prepared by the CONSULTANT. The CONSULTANT shall submit the Alternatives Concept Study Report to the CITY a minimum of two (2) business days prior to the meeting.
- 1.11 The CONSULTANT will attend two (2) Public Engagement Meetings with the CITY and the GC. The CONSULTANT will assist the CITY and the GC in preparing a Community Survey prior to one or both meetings. At these meetings, the CONSULTANT will be prepared to present design concept(s), answer questions, and document public comments related to the design concept(s). Prior to the meeting, the CONSULTANT will provide a .pdf or similar digital exhibits as requested by the CITY for presentation purposes.
- 1.12 The CONSULTANT will attend Comment Resolution Meetings after the 30 percent, 60 percent, and 90 percent submittals to discuss review comments if required by the CITY. The CONSULTANT will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement.

2.0 ALTERNATIVES CONCEPT PHASE

Data Collection

- 2.1 The CONSULTANT will collect relevant data including but not limited to: project design criteria, Land Use information, Zoning information, relevant nearby private development information, previous park improvement plan(s), and water, sewer, and electric utility availability. This data will be compiled, documented, and included in the Alternatives Concept Study Report.

Alternatives Concept Study

- 2.2 The consultant will prepare an Alternatives Concept Study Report which outlines at least two (2) different design options for each project. Each design option will include an Opinion of Probable Cost. The Alternatives Concept Study Report will explain which factors contributed to design option decisions and the advantages and disadvantages of each option.

3.0 PROJECT DESIGN CRITERIA

The Project Design Criteria will be as follows:

- 3.1 All documents released, issued, or submitted by or for a registered design firm, including preliminary documents, must clearly indicate the firm name and registration number. Additionally, all completed documents submitted for final approval or issuance or a permit must bear the seal with signature and date adjacent thereto of a Professional licensed to practice in the State of Texas;

Kelly Lane Park

- 3.2 The design standards to be used will include but not be limited to the City of Pflugerville Engineering Design Manual, City of Pflugerville Park Development Manual, City of Austin Drainage Criteria Manual, Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, and Texas Pollutant Discharge Elimination System (TPDES) Guidelines; and
- 3.3 Project specifications will be developed using the latest City of Pflugerville Technical Standards and Specifications and when needed, City of Austin Technical Standards and Specifications and/or the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

4.0 ENVIRONMENTAL SERVICES

This Service has been removed as requested by the City of Pflugerville.

Potential Environmental Services may include the following:

- 4.1 Advanced Consultation with the Texas Historical Commission requirements as needed;
- 4.2 Compliance with Construction Stormwater General Permit (TPDES);
- 4.3 Review of State and Federal Threatened and Endangered species;
- 4.4 Environmental Site Assessment as needed; and
- 4.5 Consultation and compliance review under Section 404 Clean Water Act.
- 4.6 Comply and/or coordinate with TxDOT as necessary

5.0 SURVEYING SERVICES

This Service has been moved to Additional Services, as requested by the City of Pflugerville.

The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor.

Surveying Services will include the following:

- 5.1 Using Travis County Appraisal District (TCAD) and Travis County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;
- 5.2 The CONSULTANT will prepare Right-of-Entry (ROE) agreements for adjacent landowners, obtain CITY signature on ROE agreements, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW). CITY will provide the outline of the agreement. The CONSULTANT will submit agreements to CITY for signature and the CONSULTANT will mail the signed agreements to the landowners via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CITY will be notified and the process will be escalated with assistance from the CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to the CITY;

Kelly Lane Park

- 5.3 The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System surface coordinates and NAVD 88 vertical datum;
- 5.4 The CONSULTANT will research existing plats, ROW maps, deeds, easements and survey for fence corners, monuments, iron pins, etc., within the existing ROW and analyze to establish apparent existing ROW. Apparent ROW is defined as the existing ROW with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent ROW along with Travis County Appraisal District records of lot or property lines, land ownership, and addresses as publicly available through TCAD.
- 5.5 The CONSULTANT will perform a topographic survey of the site. Topography elements within the existing ROW, including but not limited to surface features such as pavement edges, concrete curb, driveways, sidewalks and ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mail boxes, etc.;
- 5.6 The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW;
- 5.7 The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways;
- 5.8 The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.);
- 5.9 The CONSULTANT will contact Texas One-Call to mark underground utilities and then survey the existing utilities as located;
- 5.10 The CONSULTANT will locate, identify and tag all trees with trunk diameter eight inches or greater, to include the trunk diameter, species and spread within the existing ROW per most current City of Pflugerville Tree Ordinance;
- 5.11 The CONSULTANT will locate all soil/rock borings as drilled and any environmental features;
- 5.12 The CONSULTANT will prepare in MicroStation V8 or V8i or Civil3D, 2D drawing files with an ASCII file, along with .tin and .dat files for the DTM model in GEOPAK; and
- 5.13 The CONSULTANT will prepare Survey Control layout sheets in 11"x17" tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery sketches detailing pertinent physical features, permanent and temporary Horizontal Control/Vertical Control Bench Marks (three point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.

6.0 GEOTECHNICAL ENGINEERING SERVICES

The CONSULTANT will obtain the services of a Geotechnical Engineer to perform Geotechnical Engineering Services for this project.

Geotechnical Engineering Services will include the following:

- 6.1 The CONSULTANT will perform soil/rock borings using the TxDOT Cone Penetrometer method and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.
- 6.2 Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations. Borings will be backfilled with excess soil cuttings and/or bentonite as required to meet regulatory requirements. Areas that contain solution features in the boring will be identified;
- 6.3 Prior to selecting locations for cores and borings, the CONSULTANT must conduct a brief visual condition survey. This information will be used to help determine test locations. The CONSULTANT will coordinate utility clearances in locating the borings;
- 6.4 The CONSULTANT will coordinate with CITY prior to performing any drilling activities;
- 6.5 Traffic control measures will be implemented during drilling activities that are anticipated to include partial or full lane closures with appropriate signage;
- 6.6 The CONSULTANT will characterize the subsurface soils in accordance with their physical and engineering characteristics. Soil testing will be performed according to the Pavement Design Standards in the CITY's Engineering Design Manual.
- 6.7 If high plasticity or unstable subgrade soils are encountered in the borings, the CONSULTANT will perform testing to determine the recommended amount of lime or cement required to treat or stabilize the subgrade soils for new pavement. Pavement design alternatives will consider whether or not to include subgrade stabilization and benefits for each;
- 6.8 The CONSULTANT will describe and assess the site and general soil conditions encountered;
- 6.9 The CONSULTANT will provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project;
- 6.10 The CONSULTANT will submit the results of the scope of work in a formalized Geotechnical Report prepared by a Professional Engineer licensed by the State of Texas.

7.0 DRAINAGE DESIGN SERVICES

This Service has been moved to Additional Services, as requested by the City of Pflugerville.

The tasks performed for the drainage design will include, but are not limited to the following:

- 7.1 The CONSULTANT will obtain current hydrologic and hydraulic as-built drawings, models, and associated data from the responsible government agencies;
- 7.2 The CONSULTANT will acquire current available 1-ft. LiDAR data for drainage area delineation and for model data supplementation;
- 7.3 The hydrologic and hydraulic analyses will be based on the City of Pflugerville's Engineering Design Manual including use of the latest Atlas-14 rainfall data;

- 7.4 The CONSULTANT will prepare a Hydrologic and Hydraulic Drainage Report. The report will include studies of offsite and onsite drainage and floodplain impacts and document the potential impacts associated with the Project. The intent of the report is to provide sufficient information for CITY reviewers to determine the acceptability of floodplain changes, verify additional data needs, confirm requirements for additional agency submittals (e.g. FEMA, USACE), and verify the preferred approach for culvert modifications and/or possible span bridge construction. The Hydrologic and Hydraulic Drainage Report must include the following:
 - 7.5 Offsite and onsite watershed identification;
 - 7.6 Existing conditions for the applicable creek crossings;
 - 7.7 Proposed condition model results for culvert crossings;
 - 7.8 Identification of assumptions;
 - 7.9 Discussion of scour analysis performed; and
 - 7.10 Discussion of potential channel modifications and flood mitigation needs.

8.0 STORM WATER MANAGEMENT PLAN

These services will be provided by the General Contractor.

The tasks performed for the Storm Water Management Plan will include, but are not limited to the following:

- 8.1 The CONSULTANT will develop a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;
- 8.2 The CONSULTANT will prepare SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include information presented in the WPAP and include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1"=50' double stacked;
- 8.3 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 8.4 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;
- 8.5 The CONSULTANT will prepare a Storm Water Pollution Prevention Plan (SW3P) and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction;

9.0 TREE PRESERVATION SERVICES

- 9.1 The tasks performed for the Tree Preservation will include, but are not limited to the following:

9.2 The CONSULTANT will develop a Tree Inventory Summary Table listing the tree ID, type and size; and

9.3 The CONSULTANT will develop Tree Protection Details.

10.0 SUBMITTAL REQUIREMENTS

Project Design Services Submittals will include the following:

10.1 Submittal and Review Meetings:

- a. 30, 60, 90 and 100 percent submittals will be required; and
- b. The CONSULTANT will attend 30, 60, and 90 percent submittal review meetings if required by the CITY. Comments and revisions will be incorporated into the deliverables for the next submittal.

10.2 30 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. For the schematic, provide two (2) roll-plots at a scale of 1"=50' submitted in 24" roll paper format, up to 6' long.
- b. The submittal must include the following:
 - i. 30 percent design level schematic roll-plot.
 - ii. Draft Geotechnical Report;
 - iii. Draft Hydrologic and Hydraulic Drainage Report;
 - iv. A list of Right-of-Way encroachments if needed;
 - v. Preliminary Opinion of Probable Construction Cost;
 - vi. Preliminary Construction Schedule; and
 - vii. Updated Project Design Schedule;

10.3 60 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets will be prepared and submitted in 11"x17" tabloid paper format;
- b. The submittal must include the following:
 - i. 60 percent plan sheets;
 - ii. Responses to 30 percent review comments;
 - iii. Updated Opinion of Probable Construction Cost;
 - iv. Updated Construction Schedule;
 - v. Updated Project Design Schedule;
 - vi. Final signed and sealed Geotechnical Report; and
 - vii. Final signed and sealed Hydrologic and Hydraulic Drainage Report;

10.4 90 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets must be prepared and submitted in 11"x17" tabloid paper format;

- b. The submittal must include the following:
 - i. 90 percent plan sheets;
 - ii. Responses to 60 percent review comments;
 - iii. Updated Opinion of Probable Construction Cost;
 - iv. Updated Construction Schedule;
 - v. Updated Project Design Schedule;
 - vi. Draft Project Manual; and
 - vii. Draft Storm Water Pollution Prevention Plan for Construction;

10.5 100 Percent Submittal:

- a. The submittal must include the following:
 - i. Responses to 90 percent review comments;
 - ii. Two (2) original signed (electronic signatures allowed) and sealed 11"x17" tabloid paper sets of the Final Construction Plans;
 - iii. Two (2) original Project Manuals and Bid Documentation for advertisement and letting;
 - iv. Two (2) original Storm Water Pollution Prevention Plan for Construction; and
 - v. PDFs of the 100 percent submittal documents.

10.6 Authorities Having Jurisdiction Submittals:

- a. At appropriate project completion milestones, the CONSULTANT shall, upon concurrence by the CITY, submit appropriate project documents to Authorities Having Jurisdiction for permit and/or approval. The CONSULTANT will address and incorporate review comments.
- b. The CONSULTANT will submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).

11.0 BID PHASE SERVICES

Bid Phase Services will include the following:

- 11.1 The CONSULTANT will attend the Pre-Bid Meeting with the CITY and prospective bidders.
- 11.2 The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;
- 11.3 The CONSULTANT will attend the formal bid opening;
- 11.4 The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from the CITY; and
- 11.5 The CONSULTANT will furnish a set of Final Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor.

12.0 CONSTRUCTION PHASE SERVICES

Construction Phase Services will include the following:

- 12.1 The CONSULTANT will attend the Pre-Construction Meeting with the CITY and the awarded Contractor.
- 12.2 The CONSULTANT will provide a one-time staking of the Project control at 100-foot intervals and all inflection points. Limits of Right-of-Way and Easements will also be flagged;
- 12.3 The CONSULTANT shall provide the necessary number of control points/bench marks on the ground for the Project and confirm the horizontal and vertical control correspond with the design plans;
- 12.4 The CONSULTANT will attend monthly status meetings (as required by the City) at the Project location with the CITY and the Contractor.
- 12.5 The CONSULTANT will make periodic visits (as required) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. However, the CONSULTANT will report to the CITY any deficiencies in the work actually detected by the CONSULTANT;
- 12.6 The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. 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;
- 12.7 CITY will require the Contractor to submit to the CONSULTANT any necessary requests for additional information (RFI). The CONSULTANT will review and deliver to the CITY its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the Project. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract;
- 12.8 The CONSULTANT will receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified do substantially comply with the specifications. The CONSULTANT will also recommend to the CITY special inspection or testing when deemed necessary to ensure that materials, products, assemblages and equipment conform to the design concept and the specifications;
- 12.9 The CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor;

- 12.10 The CONSULTANT will perform with CITY representative(s) a final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist the CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work;
- 12.11 After completion of the work, and before final payment to the Contractor, it will be CITY responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The CONSULTANT, after receiving this information, will transfer the information to a set of "Record Drawings" or "As-Builts" for CITY's permanent file. The CONSULTANT will provide the As-Builts in PDF format;
- 12.12 The CONSULTANT will review and deliver to the CITY manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications provided by the Contractor;
- 12.13 The CONSULTANT will review and assist in the development at the request of the CITY, any changes, alterations or modifications to the Project that appear to be advisable and feasible and in the best interest of the CITY. The CONSULTANT must be cognizant that any such change may affect one or more of the various utilities and every effort will be made to avoid creating a conflict because of the change. It should be anticipated that there will be no more than four (4) modifications to the Project. Modifications deemed to be due to inconsistencies in the design documents will not be counted in the estimate number of modifications in the contract;
- 12.14 The CONSULTANT will field verify and develop a letter to certify the permanent BMPs or measures were constructed as designed. This will serve as the certification letter that will be submitted to the TCEQ Regional Office within 30 days of site completion; and
- 12.15 The CONSULTANT will provide inspection of potential karst/recharge features encountered during construction and determine if additional services (such as karst invertebrate habitat evaluation or biota surveys, or TCEQ feature discovery protocol) are required.

13.0 ADDITIONAL SERVICES

The following additional services will only be implemented if required and with prior approval from the CITY. If additional services not specified herein are determined necessary by the CITY, those services will be negotiated at that time and approved by the CITY prior to commencing work.

Traffic Control Services will include the following:

- 1.1 The CONSULTANT will prepare Advance Warning Sign Layouts as required depicting the overall project area including side streets. The sheets will locate the advance warning signs that will be in place throughout the construction process;



EXHIBIT “A”

Scope of Professional Services

Kelly Lane Park Improvements

City of Pflugerville, Texas

General Scope

The purpose of the services proposed herein is to provide professional civil engineering design services necessary for the Kelly Lane Park improvements for the City of Pflugerville, Texas. Halff Associates, Inc. (Engineer) will serve as a subconsultant to Dunaway Associates (Prime).

Engineer will perform the following tasks and services for Kelly Lane Park:

- **Task 1:** Project Management (Base Service)
- **Task 2:** Hydrologic and Hydraulic Analysis (**Additional Service**)
- **Task 3:** Environmental Services (**Additional Service**)
- **Task 4:** Preliminary Design (Base Service)
- **Task 5:** Construction Documents (Base Service)
- **Task 6:** Permitting (Base Service)
- **Task 7:** Construction Phase Services (Base Service)

TASK 1: PROJECT MANAGEMENT (BASE SERVICE)

- Coordination - Engineer shall designate one Texas Registered Professional Engineer as the Project Manager responsible for Project management, coordination, and communications.
- Administration - Engineer will manage Project civil activities, direct the project team/staff, attend meetings with City staff and handle civil deliverables. Five (5) total meetings have been anticipated for City and design team coordination.
- Ensure timely delivery of all civil deliverables including electronic files and hard copies of all pertinent information.
- Perform Quality Control Quality Assurance reviews for preliminary and construction documents.

TASK 2: HYDROLOGIC AND HYDRAULIC ANALYSIS (ADDITIONAL SERVICE)

Floodplain Analysis- Engineer will utilize the best available hydrologic and hydraulic models obtained from the City of Pflugerville for Wilbarger Creek which utilize Atlas 14 rainfall data. Approximately and 1,100 LF (Kelly Lane Park) of Wilbarger Creek, which is a FEMA Zone A regulated floodplain, will be analyzed following FEMA standards and guidelines as well as standards associated with the City of Pflugerville Drainage Criteria Manual (2014).

Hydrology models will be reviewed and adjustments to the model will be made to incorporate the proposed development. The hydraulic analysis will utilize the best available models and will incorporate updated cross sections as necessary using ground topographic survey for the project area, provided by others through the proposed development.

It is anticipated that a no adverse impact will be expected by the City, therefore this scope assumes up to two (2) iterations to coordinate with the Landscape Architects to adjust proposed grading to achieve a no-adverse impact result. If a no-adverse impact analysis cannot be achieved to the satisfaction of the City, additional services will be requested from the client to ensure City floodplain standards and/or minimum FEMA standards are being met.

Engineer will perform the following services associated with this task:

- Utilize the existing Wilbarger Creek hydrologic and hydraulic models obtained from the City
- Develop existing condition baseline hydrologic and hydraulic models

- Assume two meetings to discuss the analysis and results
- Prepare a memorandum presenting floodplain study results

TASK 3: ENVIRONMENTAL SERVICES (ADDITIONAL SERVICE)

The U.S. Army Corps of Engineers (USACE) regulates under Section 404 of the Clean Water Act (Section 404) the placement of fill material in waters of the United States (WOTUS). Aquatic resources on the subject tracts may be considered WOTUS to the extent of the ordinary high-water mark (OHWM), and adjacent wetlands where present. The placement of fill material within WOTUS for construction of trails, access roads, parking lots, and/or other parks features will require a Section 404 permit from the USACE, likely *Nationwide Permit 42 – Recreational Facilities (NWP 42)*.

3.1 Wetland Delineation and Preliminary Jurisdictional Determination

Engineer proposes to perform on-the-ground delineation within the subject tracts to identify the limits of WOTUS, including wetlands, as defined in the United States Army Corps of Engineers (USACE) "Wetland Delineation Manual, Technical report Y-87-1" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)". This task includes the following:

- Employing GPS surveying techniques per USACE Fort Worth District operating procedures to delineate the limits of potential waters of the United States (WOTUS) and/or wetlands.
- Completion of wetland data forms and on-site photography for representative site features.
- Preparation of draft and final reports describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for any future permits. Geographic Information Systems (GIS) shapefiles of the field data collected shall be provided with the final report.
- Permitting Assessment memorandum - Engineer will evaluate preliminary design and calculate impacts to determine the appropriate permitting mechanism. If the proposed project does not trigger pre-construction notification under an applicable nationwide permit, this memorandum will serve as documentation of compliance with the Nationwide Permit Program and Regional/General Conditions. If proposed project impacts trigger pre-construction notification or a Standard Individual Permit, additional effort will be necessary to facilitate authorization of a Section 404 Permit for the project.

3.2 Threatened and Endangered Species Habitat Assessment

Engineer proposes to conduct a threatened and endangered species and habitat (T&E) assessment within full Project limits by performing literature review of federal- and state-listed threatened and endangered species for Travis County and evaluating the study area for suitable habitat for identified species. The investigation shall also include a search request from the Texas Natural Diversity Database (TXNDD). TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). Engineer will obtain official species information from United States Fish and Wildlife Service (US Fish & Wildlife) Information for Planning and Consultation (IPaC). The TXNDD and IPaC data are to support determinations of potential species occurrence for the site and provide specific information where available. Since an absence in the TXNDD data does not equate to absence of a species on the site, general observations during field visits shall also be utilized. Engineer will prepare a T & E effects determination for species potentially occurring within the study area which will include:

- Whether preferred habitat or designated critical habitat for any listed species is present within the project area
- Whether any listed species are likely to be present
- Whether the project affects or has the potential to affect federal-listed species.

3.3 Cultural Resources Coordination

Because the project is being developed by the City of Pflugerville, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires the Texas Historical Commission (THC) to review actions that have

the potential to impact archeological historic properties within the public domain. In addition, the proposed project may require authorization by U.S. Army Corps of Engineers Galveston District (USACE) pursuant to Section 404 of the Clean Water Act, thereby triggering compliance with Section 106 of the National Historic Preservation Act (Section 106). In order to enable the City to meet Antiquities Code of Texas and Section 106 requirements, Engineer will conduct an intensive archeological survey within the project area. The work will include the following tasks:

- **Antiquities Permit Application-** Background research will be performed to determine whether any archeological historic properties listed on or eligible for the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL) are documented within or adjacent to the project area and if any previous archeological surveys have been performed in the area. Background research will also include a review of local soil, geologic and land use data to evaluate the potential for buried and undisturbed archeological historic properties in the project area. An Antiquities Permit application will be prepared and submitted to the Texas Historical Commission (THC) for review along with a Research Design that summarizes the results of the background research and methodology developed for the field survey.
- **Archeological Survey-** Upon receipt of the Antiquities Permit number assigned to the project by the THC, an intensive archeological survey will be conducted within the proposed project footprint. The field survey will conform to the Council of Texas Archeologists Archeological Survey Standards for Texas and be conducted in portions of the project area that have not been previously surveyed. Shovel tests will be done on a judgmental basis and conducted where the project area exhibits potential to contain buried archaeological deposits.
- **Reporting-** Engineer will prepare and submit a draft report that summarizes the findings of the archeological survey. The report will provide recommendations regarding additional archeological work with appropriate justifications and conform to the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation. Following a period of City review and comment, the draft report will be submitted to USACE and THC for review. After addressing any agency comments, Engineer will submit a final report to the City, USACE and THC.
- **Curation-** Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs, and collected artifacts will be prepared for permanent curation at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

3.4 Section 404 Nationwide Permit Pre-Construction Notification

Engineer will prepare and submit pre-construction notification documents to the USACE for written verification that the proposed activities (repair/replacement of intake structure, temporary coffer dam around intake structure during construction, repair/replacement of the outfall pipe, and temporary construction access across the existing spillway) may proceed under the applicable nationwide permit (likely NWP 42). The contents of a pre-construction notification include:

- Name, address and telephone numbers of the prospective permittee
- Location of the proposed project
- A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure
- Delineation of waters of the United States
- Compensatory mitigation plan (Not anticipated but will be required for loss of aquatic resources greater than 0.10 acre), this task assumes a conceptual mitigation plan project impacts and debit calculations for purchase of mitigation bank credits. This task does not include the preparation of a permittee responsible mitigation plan
- Threatened and endangered species assessment
- Cultural resources assessment.

TASK 4: PRELIMINARY DESIGN (BASE SERVICE)

- Preliminary design for all civil site components
- Provide overall conceptual schematic to including preliminary paving, grading, utility and drainage design (no vertical elements)
- Provide overall project base map of existing and proposed drainage conditions
- Identify site opportunities and constraints related to civil design
- Preliminary opinion of probable costs (OPCC) relative to civil items

TASK 5: CONSTRUCTION DOCUMENTS (BASE SERVICE)

Preparation and design of the construction plans shall be in accordance with the City of Pflugerville Standard Specifications and Criteria. Anticipated construction plan deliverables based on the scope will be 60%, 90% & 100% (Bid) documents. This task of the scope of services is more specifically defined below:

- Paving and grading plan. Pavement design to be completed by the Prime and is excluded from Engineer's scope.
- On-site drainage design and delineation of existing and proposed drainage basins. Plans will include the H&H analysis results from Task 3. It is assumed detention or design of underground storm systems is anticipated as part of the Project.
- Traffic control and construction sequencing
- Erosion, sedimentation control and tree protection plan in conjunction with the site and drainage design (for the preparation of design drawings and associated details only)
- On-site utility design to 5' outside of any planned restroom facility.
- Preparation of Opinion of Probable Construction Cost (OPCC) for civil items of project
- Provide standard and special details for civil related items on the project
- Provide specifications including special provisions for civil related items

TASK 6: PERMITTING (BASE SERVICE)

NOTE: All required permitting, review and/or inspection fees are the responsibility of the City of Pflugerville or to be billed as a reimbursable expense.

6.1 City of Pflugerville Floodplain Development Permit

- Prepare and submit a City Floodplain Development Permit for the project
- Provide all documents necessary to secure approvals and permitting
- Address two rounds of City comments

6.2 City of Pflugerville Site Development Permit

- Assist Prime in preparation and submission of a City Site Development Permit for the project
- Address two rounds of City comments

TASK 7: CONSTRUCTION PHASE SERVICES (BASE SERVICE)

- Submittal and RFI Review: Review and provide written responses for contractor submittals and RFIs on civil related construction drawings and specifications prepared under this proposal.
- **Attend up to two (2) on-site meetings (including one (1) final walkthrough) as needed during construction.**
- Prepare Record Drawings for all Engineer prepared construction bid plans based on Contractor red lines.

NOTE: Field changes, change directives, change orders or any other changes related to this scope during construction of the Project initiated by the Client, without prior written consent of the Engineer, shall indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

Exclusions to Scope of Services

- Utility Coordination for relocations
- Facilitation of or attendance at public meetings
- FEMA coordination or CLOMR/LOMR application
- Water Quality analysis or design
- Permitting of any kind other than those described in the scope of services
- Environmental services beyond those described in the scope of services
- Construction Staking
- Preparation of record documents from contractors as-built drawings
- Revisions to drawings previously approved by the City and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
- Providing services other than those outlined in scope of services

ATTACHMENT B: FEE SCHEDULE

Compensation for all services shall be Time and Materials and paid to the Engineer for all services required for work stated under Tasks 1 through 9 above. An estimate of effort has been provided, if additional effort is required the Engineer shall first obtain formal approval from the Client before any additional effort is invoiced.

Labor rates for estimated effort are as follows:

Hourly Rate Table

Job Title	Hourly Rate
Project Manager/Sr. QC	\$ 236.00
Project Engineer III (PE)	\$ 193.00
Project Engineer I (PE)	\$ 130.00
Engineer in Training	\$ 118.00
CADD/GIS Tech I	\$ 85.00
Survey Manager (RPLS)	\$ 264.00
Survey/SUE Tech	\$ 134.00
Survey Crew (2-man)	\$ 187.00
Environmental Scientist Project Manager	\$ 210.00
Environmental Scientist II	\$ 135.00
Environmental Scientist I	\$ 90.00
Archeologist Principal Investigator	\$ 170.00
Field Archeologist	\$ 82.00
Administration	\$ 85.00



July 8, 2021

Client:
Tara Lindberg
Dunaway Associates
5702 Southwest Parkway
Building 2, Suite 250
Austin, TX 78735

Re: Proposal Letter for MEP Engineering Services
City of Pflugerville - Kelly Ln Park

Dear Ms. Lindberg,

EEA Consulting Engineers is pleased to respond to your request for a fee proposal for MEP Engineering Services for the referenced project. This proposal incorporates all attachments (Attachments A-D).

PROJECT DESCRIPTION:

Based on our recent discussions, we understand that this project involves the MEP design for Kelly Ln park in Pflugerville, TX. Kelly Lane park is a new park that will feature a trailhead, nature trail, play area, and all-purpose field.

PROPOSED FEE:

We propose to perform the Basic Services on a lump sum fee basis, including reimbursable expenses, as follows:

Kelly Ln Park:	
\$18,690	Design
\$2,000	Cost Estimator Subcontractor
<u>\$7,100</u>	<u>Construction Phase Services</u>
\$27,790	Total

Engineering Services will be invoiced on a monthly basis as a percentage of project completion. Invoices shall be due and payable net 30 days. In the event the project is terminated or placed on Hold, we will submit a final invoice based on our percentage of project completion. This fee proposal is valid for 30 days from the date of this letter.

Austin
6615 Vaught Ranch Rd.
Suite 100
Austin, TX 78730
512.744.4400

San Antonio
227 N Loop 1604 E
Suite 150
San Antonio, TX 78258
210.995.9930

Albuquerque
4343 Pan American Frwy NE
Suite 239
Albuquerque, NM 87107
505.877.4499

www.eeace.com



PROJECT SCHEDULE:

We propose to follow the schedule submitted by the Client to complete the Basic Services design phase scope, commencing within two weeks of Authorization to Proceed and receipt of project information to be submitted by the Client. We are committed to working as a design team to accomplish this schedule.

We propose the following schedule to complete the Basic Services design phase scope, commencing within two weeks of Authorization to Proceed and receipt of project information to be submitted by the Client. We are committed to working as a design team to accomplish this schedule.

- 30% DD 4 weeks
- 60% CD 3 weeks
- 90% CD 3 weeks
- 100% CD 3 weeks

Should the agreed-upon schedule for either the design or construction phases slip more than 30 days, our fee may be subject to additional services costs.

ENGINEERING SCOPE OF WORK (“BASIC SERVICES”):

The scope of our services is to provide the engineering services set forth in this section, which shall be referred to as the “Basic Services.”

A. DESIGN PHASE:

- **General:**
 - Participate with the Landscape Architect, Owner, and other design team members during design development.
 - Attend an initial kick-off meeting and up to three construction document review meetings in Austin at 30% DD, 60% CD, and 90% CD. The 30% deliverable is intended to show device locations only. EEA shall submit documents to the Architect one day prior to these review meetings. Any changes made to the design after approval at these design review meetings may be subject to additional services fees.
 - Conduct a site visit to the existing facility for data gathering and verification of existing conditions if necessary.
 - EEA shall include general construction notes and equipment/material specifications on the plans. The drawings will contain keyed notes, component schedules and additional documentation to state the quality, type, and desired components of this project.
 - Prepare MEP Comcheck forms and energy conformance calculations for submittal for permit review.
 - Provide opinion of probable construction cost for plumbing and electrical scope.
 - Upon completion of the design, in accordance with the schedule, EEA shall deliver a set of electronic .pdf files of the bid documents to the Architect for bidding.

Kelly Ln Park:

- Electrical:
 - Coordinate site electrical service with Electrical Provider.
 - Scope will include design of parking lot and trailhead overhead lighting, pathway lighting between parking lot and trailhead, and power design for required convenience receptacles.
 - Design electrical power distribution and lighting systems, including new service panel, lighting fixture and electric panel schedules, and system one-line diagram.
 - Produce construction documents showing lighting, electrical service and equipment locations for the project. Plans shall include circuiting, all relevant schedules, wiring diagrams, details, notes and specifications.
- Plumbing
 - Design plumbing systems, including park water coolers, hose bibbs and connections to irrigation meter.
 - Select and schedule plumbing fixtures.

B. CONSTRUCTION ADMINISTRATION PHASE:

- Review MEP submittals. Submittal reviews that require more than 2 resubmittals will be billed as Additional Services.
- Respond to contractor requests for information (RFI's).
- Perform one walk-thru at Substantial Completion, and a final walk-thru for review of progress. Site visits will commence when sufficient MEP work has been installed to warrant attendance. Any site visits in excess of this number shall be billed as Additional Services.
- Produce an MEP punchlist of construction deficiencies at the end of the project; EEA will not be responsible for verification that punchlist items have been completed. EEA's responsibility to provide basic services for the Construction Administration Phase under this Agreement terminates at the issuance to the Owner of the final punchlist.
- Upon completion of construction, create record drawings from contractor red-line mark-ups and deliver one (1) set of electronic drawing files and pertinent linked files. EEA will not be responsible for verification of the accuracy or completeness of the contractor's red-line mark ups.

ASSUMPTIONS/QUALIFICATIONS TO SERVICES:

- EEA will not attend bi-weekly meetings or construction phase kick-off meeting.
- EEA assumes, and by signing this proposal the Client certifies, that the project Owner has sufficient funds to cover the Engineering services offered in this proposal, and that payment for services rendered is not contingent on securing financing from an outside source. If this turns out not to be the case, the project will be subject to Additional Services fees.
- MEP Drawings will be prepared in AutoCAD. Plan drawings will be prepared utilizing CAD backgrounds provided in AutoCAD ".dwg" format by the Architect.
- Specifications, if furnished by others, will be furnished to EEA in Microsoft Word .doc format.
- The scope of Mechanical and Plumbing design services extends to 5' outside of the building. Site gas, water, sanitary sewer, storm drainage, etc. will be designed by others.

- Electrical, gas, city water, fire water, and sanitary sewer utilities currently exist in the building with sufficient capacity to support the new work, are documented in CAD format, and will be made available to EEA. The work of this project will connect to these existing building systems without modification. If we find that existing infrastructure, such as electrical capacity, must be upgraded, this design work will be billed as Additional Services.
- Owner will furnish any and all relevant corporate design standards and Owner-furnished equipment specifications prior to EEA commencing work.
- This project will not be registered with the USGBC LEED rating program.
- One construction document package will be issued for this project. Individual phasing / fast-track document packages, and long-lead equipment prepurchase packages, will not be required.
- EEA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor for acts or omissions of the Contractor.
- EEA shall at all times have access to the Work wherever it is in preparation or progress.

EXCLUSIONS FROM SERVICES:

Items listed below are specifically excluded from our Services, but can be provided by EEA as an Additional Service per the attached fee schedule, Attachment "A":

- Attendance at a Expedited Permit Review meeting. Attendance at this meeting can be provided as an Additional Service upon request.
- Attendance at construction phase meetings.
- Participation in a project value engineering effort after the Design Development phase.
- Participation in Public Meetings.
- Participation in Schematic Design phase.
- MEP testing, start-up, or training.
- USGBC LEED project services.
- Basis of Design document.
- Specialty lighting, such as athletic courts or fields.
- Emergency power design.
- Design associated with relocation of utility lines.
- Lightning Protection.
- Protective device coordination and system short circuit calculations.
- Arc Flash calculations and labels for new panels.
- Specification of equipment and cabling and detail design of system wiring and interconnections for telecommunications systems, fire alarm systems, security systems, and data transfer systems.
- Fire sprinkler hydraulic calculations and fire protection piping design are to be performed by a separate Certified and Qualified Fire Protection Contractor.
- Structural engineering, civil engineering, site utility design, landscaping design, landscape irrigation.
- Asbestos surveying and abatement.
 - EEA has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
- Noise and vibration consultation.
- Reproduction of bid documents and advertising for bids.
- Procuring or paying for construction permits, inspections, etc.

COMPANY BRIEF

EEA Consulting Engineers is a Texas Corporation founded in 1977. For over forty years, EEA Consulting Engineers has been the Prime Firm and/or lead MEP engineer on public and private sector projects ranging from new construction to retrofit / renewal of existing systems. EEA offers MEP and process engineering services as well as commissioning and energy audit expertise for new and existing facilities across all market sectors. We are committed to long-term relationships with excellent clients and have established a reputation for attention to the client's needs. EEA has successfully completed projects worldwide in both prime and sub consultant roles and is licensed in all 50 United States. **EEA** is an **employee-owned company**, an Austin American Statesman **Top Workplace** and has been a Consulting Specifying Engineer magazine **MEP Giant** (top 100 MEP firms in the USA).

We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we may provide, please contact me.

Sincerely,



Lorenzo Gonzalez
Senior Project Manager
512.744.4453 direct
lorenzogonzalez@eeace.com



Mark Mikulin
Principal
512.744.4414 direct
markmikulin@eeace.com

cc:

Attachments



PROPOSAL ACCEPTANCE

July 8, 2021

Client:

Tara Lindberg
Dunaway Associates
5702 Southwest Parkway
Building 2, Suite 250
Austin, TX 78735

Re: Proposal Letter for MEP Engineering Services
City of Pflugerville - Kelly Ln Park

Fee: Lump Sum as follows:

Kelly Ln Park:

\$18,690	Design
\$2,000	Cost Estimator Subcontractor
<u>\$7,100</u>	<u>Construction Phase Services</u>
\$27,790	Total

Schedule:

- 30% DD 4 weeks
- 60% CD 3 weeks
- 90% CD 3 weeks
- 100% CD 3 weeks



This fee proposal is valid for 30 days from the date in the attached letter.

If you agree to the terms and conditions set forth in this letter and in Attachment "C", please sign below.

AGREED:

BY: _____
*Signature ** *Date*

Name *Title*

If invoices are to be directed to someone other than you, please provide necessary billing information below:

Name

Address *City, State, Zip*

Billing reference number

* By signing this agreement, Client's Representative asserts that he/she is authorized to bind Client to this agreement.




ATTACHMENT "A"

Standard Hourly Rates

MAY 2021

President / Chairman of the Board	\$275
Officer.....	\$250
Principal.....	\$200
Branch Manager/Director	\$180
Senior Project Manager/Engineer.....	\$180
Project Manager/Engineer	\$165
Engineer in Training / Graduate Engineer / BIM Manager.....	\$130
Senior Designer.....	\$115
Designer / Commissioning Technician	\$100
Marketing Manager.....	\$100
Junior Designer	\$80
Administrative Staff.....	\$65

ATTACHMENT "B"

		Development of Design Elements by Deliverable Stage				
Symbol Legend						
N = Narrative Form						
1 = Preliminary and Approximate						
2 = Dimensions based on actual equipment selections and distribution system sizing						
3 = Final dimensions, information, and detail appropriate for bidding and construction						
Design Elements	Project Milestone:	SD	50% DD	100% DD	50% CD	100% CD
MECHANICAL						
HVAC System Description		N	N	N		
Mechanical Equipment Locations/Sizes		1	1	2	3	3
Mechanical Ductwork and Piping Distribution Systems			1	2	3	3
Mechanical System One-Line Diagrams		1	1	2	2	3
Primary Mechanical Equipment Schedules		1	2	3	3	3
Secondary and Accessory Mechanical Equipment Schedules			1	2	2	3
Whole Building Energy Simulation (if requested)			1	2	2	3
Controls Diagrams and Points Lists				2	2	3
Mechanical Specifications				2	2	3
Mechanical Details					2	3
Controls Sequences of Operations					2	3
ELECTRICAL						
Electrical System Description		N	N	N		
Electrical Load Analysis		1	1	2	2	3
Electrical Equipment Room Locations/Sizes		1	1	2	3	3
Electrical System One-Line Diagrams		1	1	2	2	3
Electrical Site Plan (Power/Lighting/Data)			1	2	2	3
Electrical Lighting Plans			1	2	2	3
Electrical Power Plans			1	1	2	3
Electrical Special Systems Plans			1	1	2	3
Light Fixture Schedules				1	2	3
Electrical Panel Schedules					2	3
Electrical Details				1	2	3
Electrical Specifications				2	2	3
PLUMBING						
Plumbing System Descriptions		N	N	N		
Plumbing Equipment Locations/Sizes			1	2	2	3
Plumbing Distribution Systems			1	2	2	3
Plumbing Fixture Schedule			2	2	2	3
Plumbing Riser Diagrams					2	3
Plumbing Details					2	3
Plumbing Specifications				2	2	3



ATTACHMENT "C"

Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 Parties. This Agreement is made and entered into between Dunaway Associates ("Client") and EEA Consulting Engineers ("Engineer") for the following Project: Kelly Ln Park.

1.2 Agreement. This Agreement consists of at least three parts: (1) the Proposal Letter for MEP Engineering Services, (2) the Standard Hourly Rates (Attachment A), and (3) these Terms and Conditions (Attachment D). This Agreement shall become effective upon its execution by Client or when Client provides written authorization to Engineer to begin its work.

1.3 Scope. Engineer will provide the Basic Services outlined in the Proposal Letter for MEP Engineering Services, and any Additional Services requested by Client and agreed to by Engineer. Unless agreed otherwise in a separate written instrument executed by both parties, any and all services performed by Engineer are subject to the terms and conditions of this Agreement.

1.4 Disclaimer of Warranties for Professional Services. The services provided by Engineer are purely professional services, the essence of which is the providing of advice, judgment, opinion, or similar professional skill. In performing these services, Engineer does not make any warranties, either express or implied, as to the quality of its services or of its drawings. Likewise, The Engineer's services are being performed for the Client's benefit only, and no individual or entity shall have any claims against the Engineer arising out of the performance or non-performance of the services described in this Agreement.

ARTICLE 2: DUTIES

2.1 Client's Budget. Engineer's evaluations of the Client's budget or estimates of the project cost, if any, represent Engineer's judgment as a design professional. It is recognized, however, that neither Engineer nor the Client has control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Engineer cannot, and does not, warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of project cost or evaluation prepared or agreed to by Engineer.

2.2 Review of the Work. If included as a Basic Service in the Proposal Letter for MEP Engineering Services, Engineer may visit the site to look for general conformance to the design intent during the construction phase. Engineer will not make continuous or exhaustive inspections of the quality or quantity of the work performed by Client's contractor; such inspections are the responsibility of others, typically that of the contractor or a third party building inspection service. The Engineer does not control or direct the Client's contractor, sub-contractors, or other consultants, and assumes no responsibility for the contractor's means and methods or for locating defects, errors, or omissions in construction or deviations from the Engineer's construction documents.

2.3. Standard of Care. Notwithstanding term or condition to the contrary, the sole standard governing the Engineer's performance shall be the "Standard of Care," which means that the Engineer shall perform its services in a manner consistent with the level of care and

skill ordinarily exercised by members of the MEP engineering profession practicing contemporaneously under similar conditions in the locality of the subject project.

2.4 Independent Contractor. In all cases, the Engineer shall be acting as an independent contractor, and no provision or obligation expressed or implied herein shall create an employment, agency, or fiduciary relationship between the Engineer and the Client.

ARTICLE 3: COMPENSATION FOR SERVICES

3.1 Payments. Engineer will invoice Client in accordance with this Agreement, and any Amendment(s) for services and reimbursables. Client agrees to promptly pay Engineer the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill on a monthly basis constitute a waiver of Client's payment obligations, nor a default under the terms and conditions of this Agreement.

3.2 Statements and Payment. Fees for professional services and reimbursable expenses will be invoiced to the Client based on the work completed. Client's failure to pay invoices within thirty (30) days from the date on the invoice shall be considered substantial nonperformance and shall be grounds for Engineer to terminate or suspend the Agreement. Additionally, balances past due longer than 30 days from the invoice date will accrue interest at the rate of 1.5% per month (18% per annum).

ARTICLE 4: TERMINATION OF SERVICES

4.1 Termination. Either Engineer or Client may terminate the Agreement upon ten (10) days' written notice to

the other Party, in which event Client shall pay Engineer for all services rendered and reimbursable expenses incurred before the date of termination.

ARTICLE 5: CLAIMS

5.1 LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISK AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, AND SUBCONSULTANTS TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF EXPRESS WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS **SHALL NOT EXCEED THE ENGINEER'S FEE PAID BY THE CLIENT.**

5.2 Claims for Consequential Damages. The Engineer and the Client mutually waive claims for consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement, including without limitation the following categories of damages: lost profits; loss of rental income; rental expenses; interest expenses; loss of financing; and damages caused by delay in providing the Engineer's services. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

5.3 Betterment. If, due to Engineer's error or omission, any required item or component of the project is omitted from Engineer's construction documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project, or otherwise adds value or betterment to the project. In no event will Engineer be responsible

for any cost or expense that provides additional value, betterment, upgrade, or enhancement of the project

5.4 Sole Recourse. The parties intend that Engineer's services shall not subject Engineer's individual employees, officers, or directors to any personal legal exposure. Therefore, notwithstanding anything in this Agreement to the contrary, Client agrees that any claim, demand, or suit shall be directed and/or asserted only against Engineer, a Texas corporation, and not against any of its employees, officers, or directors.

5.5 Waivers of Subrogation. The Client and Engineer waive all rights against each other, and any of Engineer's consultants, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Client as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 6: DISPUTE RESOLUTION

6.0 Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding

dispute resolution. As a condition precedent to submitting a request for mediation under this Section, the Client shall provide the Engineer with a Certificate of Merit that meets the requirements of Chapter 150 of the Texas Civil Practice and Remedies Code. Unless agreed otherwise by the Parties in writing, mediation shall take place in Travis County, Texas.

6.1 Binding Dispute Resolution. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any claim, dispute or other matter in question arising out of or related to this Agreement and/or the services provided by Engineer shall be subject to the following method of binding dispute resolution:

Litigation pursuant to Section 6.2 of this Agreement

6.2 Litigation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be decided by litigation in Travis County, Texas.

6.3 Joinder. Engineer will not be required to participate in any mediation, litigation, or other dispute resolution proceeding with any parties other than Client, without Engineer's express written consent.

6.4 Statute of Limitations. Any applicable statute of limitations shall commence to run, and any cause of action shall be deemed to have accrued on the date the drawings are sealed.

6.5 No Damages for Delay. Client specifically agrees that, while

Engineer agrees to employ reasonable efforts to accomplish its work in a timely manner, Engineer does not control the construction schedule and generally disclaims responsibility for it. Engineer shall in no way be liable for damages of any kind for delays in the construction of the project subject to the Agreement.

ARTICLE 7: CLIENTSHIP OF DOCUMENTS

7.1 Copyright and Use of Instruments of Service. Engineer shall be deemed the author and Owner of all drawings, specifications, computer files, electronic media (CAD/Revit), field data, notes, and other documents prepared by Engineer for the Project (“Instruments of Service”). Engineer shall retain all common law, statutory, and other reserved rights, including the copyright, in the Instruments of Service. By execution of this Agreement, the Engineer grants to the Client a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Upon completion of the services and payment in full of all monies due Engineer, Client may retain copies of all such documents. Such documents are not intended or represented to be suitable for reuse on extensions of the Project or on any other project, and Client’s use of these documents is subject to the release and indemnity in 7.3, below. Any reuse of such documents without written consent of Engineer for the specific purpose intended will be at Client’s sole risk and without liability or legal exposure to Engineer.

7.2 Publicity. Engineer shall be allowed reasonable access to the Project to photograph or otherwise document the completed work in place, and may include representations of the design, including photographs of the constructed work in its marketing materials.

7.3 Indemnification/Release of Drawings. IN THE EVENT THE CLIENT USES THE INSTRUMENTS OF SERVICE WITHOUT RETAINING THE ENGINEER, THE CLIENT RELEASES THE ENGINEER FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. THE CLIENT, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ENGINEER FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE (INCLUDING COUNSEL TO BE SELECTED AT ENGINEER’S SOLE AND EXCLUSIVE DISCRETION), RELATED TO CLAIMS AND CAUSES OF ACTION ASSERTED BY ANY THIRD PERSON OR ENTITY TO THE EXTENT SUCH COSTS AND EXPENSES ARISE IN ANY WAY FROM THE CLIENT’S USE OF THE INSTRUMENTS OF SERVICE UNDER THIS SECTION 7.3, REGARDLESS OF WHETHER BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE ENGINEER AND/OR ITS CONSULTANT(S).

7.4 NOTWITHSTANDING THE PROVISIONS IN SECTION 7.3, IN ACCORDANCE WITH TEXAS INSURANCE CODE SECTION 151.102, CLIENT SHALL NOT BE REQUIRED TO INDEMNIFY OR DEFEND THE ENGINEER FOR A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STAN-

DARD, OR RULE, OR THE BREACH OF CONTRACT OF THE ENGINEER. THE EXCEPTION IN THIS SECTION 7.4, HOWEVER, SHALL NOT APPLY TO A CLAIM FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CLIENT, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

ARTICLE 8: MISCELLANEOUS

8.1 Assignment. Except as otherwise provided by this Agreement, neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

8.2 Entire Agreement. The Agreement, including the exhibits, contains the entire agreement between Engineer and Client, and supersedes and controls over all prior written or oral understandings. The Agreement may be modified only by written document executed by both parties.

8.3 Client’s Representations. By signing, Client represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement. Client further represents that it has full legal Clientship of the property subject to the Project, and Client will notify Engineer in writing within five (5) days of any property Clientship changes. Client agrees that Engineer is not an agent for the Client, and neither Engineer nor Client owes a fiduciary duty to the other. To the extent that Engineer is relying upon documentation supplied to it by Client or the Client’s consultants, Engineer shall be entitled to rely upon the accuracy of those documents in preparing its drawings.



17215 Jones Maltzberger Rd.
Suite 101
San Antonio, TX 78247
210.888.6100
www.TTLUSA.com

June 28, 2021

Mrs. Tara Lindberg, PLA, ASLA, LEED AP
Discipline Lead II
Dunaway
118 Broadway, Suite 201
San Antonio, Texas 78205

T: 210.267.5246
C: 210.386.6348
E: TLindberg@dunaway.com

RE: Proposal for Geotechnical Services
Kelly Lane Park
Kelly Lane and Falcon Pointe Boulevard
Pflugerville, Texas
TTL Proposal No. P00210902025.00

Dear Mrs. Lindberg:

TTL, Inc. (TTL) is pleased to submit this Proposal to Dunaway Associates (Client) for Geotechnical Services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, schedule, fee, and authorization procedures.

1.0 PROJECT INFORMATION

Based on the information provided to us by Mrs. Tara Lindberg, PLA, ASLA, LEED AP with Dunaway Associates on June 23, 2021, we understand the following with regard to the proposed project.

Project Location	The project site is located in the southeastern quadrant of the intersection of Kelly Lane and Falcon Pointe Boulevard in Pflugerville, Texas.
Proposed Development	Based on the plat developed by the City of Pflugerville, we understand that there are concrete trail pavements, parking pavements, and a pedestrian bridge within this park. Kelly Lane Park consists of approximately 16.3 acres of land.
Proposed Construction	The proposed development will consist of trail pavements, parking lots, and a bridge. The trail pavements comprising the subdivision may consist of reinforced concrete pavements. The parking lot pavement may consist of flexible pavements.
Grading	Topographic information was not provided to TTL for the preparation of this proposal.

Local Geology	We reviewed the Geologic Atlas of Texas to determine the geologic setting of the project site and surrounding area. Our review indicated the project site is located over the Austin Chalk (Kau) of Cretaceous geologic age and Navarro and Taylor Groups, Undivided (Knt) of Cretaceous geologic age. The Austin Chalk formation generally consists of moderate to high plasticity clays overlying chalky limestone. The thickness of the clay above the chalky limestone varies but is generally shallow. The upper portion of the limestone is generally weathered, fractures, and very light brown to light yellow in color. The unweathered limestone is generally harder than the weathered limestone and is light to medium gray in color. The Austin Chalk is generally not known to contain voids or other cavities. The Navarro and Taylor Groups, Undivided formation generally consists of silty, calcareous clays with some interbedded sandstone. Thickness of the upper formation is approximately 250 feet and thickness of the lower formation is approximately 200 ft.
Existing Conditions	The site appears to be relatively undeveloped based on Google Earth aerial imagery.



Figure 1
Kelly Lane Park – Proposed Boring Locations

If any of the above information is not correct, please contact us so that we can make the necessary modifications to this document.

2.0 SCOPE OF SERVICES

Our services for this project will include geotechnical engineering services. Geotechnical services for this project will involve three (3) phases of work including 1) Field, 2) Laboratory, and 3) Geotechnical Engineering. The individual phases and components of these services are described in the following sections.

2.1 Field

2.1.1 Field Program

The field program for this project will involve the drilling and sampling of exploratory borings at selected locations across the project site. We will begin our field services by conducting a site reconnaissance to:

- Observe and document the surface conditions and topographic features on the site.
- Mark the planned boring locations by pacing distances and estimating right angles from existing landmarks or by using a hand-held Global Positioning System (GPS) unit.
- Adjust the boring locations as needed to avoid overhead or identified underground utilities or other surface or subsurface obstructions.

A total of three (3) soil borings will be drilled at this project site. The depths of the borings will be referenced below the ground surface at the time of our drilling operations. Surveying the boring locations for horizontal control or elevation is not included in our scope.

The proposed scope of geotechnical drilling and sampling is summarized in the table below.

Park	Approximate Acreage	Amenity	Number of Borings	Planned Boring Depths, feet
Kelly Lane Park	16.3	Trail Pavement	1	5
		Parking Lot	1	5
		Bridge	1	25

Our field exploration will include:

- Soil borings drilled using the TxDOT Cone Penetrometer method and straight flight auger or air-rotary drilling method.
- At least four (4) soil samples taken in the upper 10 feet and at 5-foot intervals thereafter until boring termination. Soil samples will be collected in general accordance with ASTM D1586 (SPT sampling) or ASTM D1587 (thin-walled Shelby tube).
- Our field technical representative will conduct various field tests on the recovered samples, classify the samples, and record the appropriate data on a field log. The

samples will be appropriately packaged to be transported to our laboratory for testing.

- The borings will be checked for the presence of subsurface water upon completion of drilling operations.
- The depth of any subsurface water encountered during drilling operations will be recorded. The borings will be backfilled promptly after completion of drilling operations and subsurface water observations.

If we encounter conditions that are unusual or possibly problematic for the project, we will contact you to discuss modification to the scope. At that time, we can adjust the exploration program to address specific needs dictated by the conditions encountered.

2.1.2 Access, Utility Clearance, and Site Restoration

Our budget and schedule are based on the following:

- Right of entry is granted to conduct the exploration and the project owner (or their authorized representative) will provide an awareness or location of any subsurface utilities existing in the project area.
- Field services can be performed during normal working hours (Monday through Friday, 7 am to 5 pm), although we may want to work other times at our discretion, if possible.
- We anticipate needing a truck-mounted drilling rig to access the boring locations.
- We will contact the Texas 811 service to have participating utility companies notified of the pending subsurface penetrations.
- Any private underground utilities that may be present (those not marked by the Texas 811 service) must be located and marked on the ground surface by the project owner (or their authorized representative), or a private utility locating company contracted by others prior to our exploration.
- We are not responsible for utilities that are not marked or are incorrectly marked.
- We will backfill all boreholes in accordance with State Regulations.
- Our Fee **does not** include services associated with accessing the site beyond contacting Texas 811.
- *TTL* will take reasonable efforts to reduce damage to the property that may result from site access by a heavy truck and erection of the drilling derrick. However, it should be understood that in the normal course of our work, some disturbance could occur. Please let us know if there are any restrictions or special requirements regarding this site prior to commencing work at the site.

2.2 Laboratory

The samples recovered during our field operations will be tested in our laboratory to determine index and engineering characteristics pertinent to this project. The laboratory tests will be

performed in accordance with applicable standards of ASTM and the geotechnical industry. Tests may include:

- Visual classification using the Unified Soil Classification System as a guide (ASTM D2487 and D2488).
- Soil moisture content (ASTM D2216).
- Atterberg Limits (ASTM D4318).
- Grain Size Analysis (ASTM D6913 or D1140).
- Soluble Sulfates (M4500-SO4 E).

Additional tests may be performed that are not listed above. In addition, not every sample collected in the field will be tested. All laboratory tests will be performed in general accordance with applicable ASTM standards.

2.3 Geotechnical Engineering

We will perform engineering analyses necessary for the development of geotechnical recommendations for this project. We will submit a geotechnical report as a PDF file by email. Using the field and laboratory data collected for this project, geotechnical engineering analyses will be performed to provide the following information:

- Information regarding site subsurface conditions, including:
 - Stratigraphy encountered in each of our borings.
 - Subsurface water conditions encountered during and after drilling operations.
- Earthwork recommendations for:
 - General site preparation.
 - Building pad preparation.
 - Pavement subgrade preparation.
- Applicable 2015 International Building Code Seismic Site Classification.
- Asphaltic concrete pavement sections for the Parking Lot and reinforced concrete pavement sections for the Trail Pavement.
- Specifications for selection of general and select fill materials.
- Specifications for placement of general and select fill materials.
- General comments and applicable recommendations related to geotechnical conditions and foundation design or construction, including:
 - Temporary slopes and OSHA Soil Types.
 - Considerations for construction methods and sequences.
 - Potential difficulties that may be encountered during earthwork or foundation installation.
- An engineering report will be prepared by a Licensed Engineer in the State of Texas that will include the above information. The engineering report will also include:

- A description of the drilling and sampling procedures.
- Boring location plan depicting the location of the borings drilled for this project.
- Boring logs with soil stratification and subsurface water levels (if applicable) during and after drilling.
- Summary of the laboratory data.

3.0 SCHEDULE

We will begin our exploration after receipt of signed authorization. We expect the following schedule for our services:

- Mobilize our site reconnaissance crew within one (1) to three (3) business days provided we are given access to the boring locations and that site and weather conditions are favorable.
- Mobilize equipment to the site and perform borings within one (1) week after completion of site reconnaissance activities provided site and weather conditions are favorable. Field activities are expected to take four (4) to five (5) days to complete.
- Complete laboratory testing within two (2) to three (3) weeks after completion of drilling operations.
- Submit the report within about three (3) to four (4) weeks after completion of drilling operations.

This schedule generally reflects the submittal of our report within about four (4) to five (5) weeks after authorization. We can provide preliminary verbal or email results and recommendations within one (1) week after completion of drilling operations.

4.0 COMPENSATION

For the services outlined in this Proposal, the Fee for our Services will be a lump sum:

- Option 1 – Kelly Lane Park Only..... \$5,240.00
- Option 2 – Murchison/Mallard Park Only..... \$4,750.00
- Option 3 – Kelly and Murchison Parks Together..... \$8,455.00

Please note our fee for Option-3 reflects spreading the costs of mobilization and field activities over both the Kelly Lane Park and Murchison/Mallard Park of this project. As a result, both the Kelly Lane Park and Murchison/Mallard Park field work must be accomplished at the same time to realize the cost savings achieved by performing all of the proposed work at the same time. Performing these components separately will result in higher field and mobilization costs than what is shown in this proposal.

Our Fee is based on the site being accessible to our truck-mounted drilling equipment. Our Fee does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing lawn, landscape, restoration of site, or underground utilities beyond contacting Texas 811. If such conditions are known to exist on the site, we should be notified so that we may adjust our scope of services and fee, if necessary.

We will obtain your authorization for additional services if changes in the scope of services are considered necessary based on encountered conditions or because of requests for additional services.

5.0 AUTHORIZATION

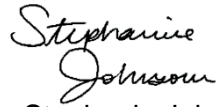
Our services will be in accordance with the terms and conditions outlined in the General Agreement for Consulting Services between Dunaway Associates and TTL. Please have an authorized representative sign below to formally authorize our services for this project.

6.0 CLOSING

We appreciate this opportunity to be of service. Please contact us at your convenience if you have questions or require additional information.

Respectfully submitted,

TTL, Inc.



Stephanie Johnson, E.I.T
Project Professional
Civil Design



Amit Bakane, P.E.
Senior Project Engineer
Geotechnical Services



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: _____ PROJECT NAME: _____

This Agreement made and entered into on _____ by and between TTL, Inc., hereinafter called "Consultant" and _____ hereinafter called "Client", is for the services described under this Agreement.

- 1. SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
- 3. CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
- 4. COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ _____ with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.

- 5. THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 6. LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF _____ OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby



created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.

- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant 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, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree

with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

- 16. **UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. **SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 18. **OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 19. **WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 20. **DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in _____. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 21. **GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of _____.
- 22. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
- 23. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
- 24. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: _____
CONTACT NAME: _____
TITLE: _____
ADDRESS: _____
CITY AND STATE: _____
OFFICE PHONE: _____
CELL PHONE: _____
EMAIL: _____

SIGNED: _____
DATE: _____

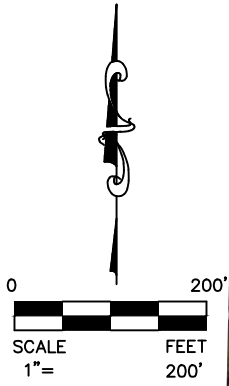
CONSULTANT

ENTITY NAME: TTL, Inc. _____
CONTACT NAME: _____
TITLE: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
OFFICE PHONE: _____
CELL PHONE: _____
EMAIL: _____

SIGNED: _____
DATE: _____



EXHIBIT "A" KELLY LANE PARK



HATCHING = TOPOGRAPHIC SURVEY LIMITS



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121

FIRM REGISTRATION 10098100

DATE: JUNE 24, 2021

DUNAWAY JOB NO. P007396.001

Kelly Lane Park - PLA Dunaway



CITY OF PFLUGERVILLE
BASIC SCOPE OF SERVICES

Enter Labor Categories in Row 9
Enter Labor Rates in Row 11
Enter Estimated Hours per Labor Category and Task in each applicable Column

EXAMPLE

PHASE	TASK DESCRIPTION	Project Manager	Engineer	Project Controls	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Total Labor Hours	Total Direct Labor Costs
6.10	The CONSULTANT will perform soil/rock borings using the 1xDOT Cone Penetrometer method and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.	\$ 100.00	\$ 115.00	\$ 95.00	\$ 10.00	Enter Rate	Enter Rate	Enter Rate	110.00	\$ 10,850.00
		20.00	15.00	75.00	Enter Hours	Enter Hours	Enter Hours	Enter Hours		

PHASE	TASK DESCRIPTION	Principal/Partner	Project Manager	Sr. Landscape Architect	Landscape Architect 1	Landscape Architect Intern	Intern	Administration	Total Labor Hours	Total Direct Labor Costs
		Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)		
		\$ 215.00	\$ 180.00	\$ 150.00	\$ 115.00	\$ 105.00	\$ 75.00	\$ 100.00		
1.0	PROJECT ADMINISTRATION AND COORDINATION SERVICES: The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT, GC and the CITY in an effort to expedite completion of the Alternatives Concept Study, PS&E, Bid Documents, and performance of Construction Phase Services. Project Administration Services will include the following:									\$ -
1.10	Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The designated Project Manager will not be replaced without the written approval of the CITY.		1.00						1.00	\$ 180.00
1.20	The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10 th calendar day of each month.		3.00					2.00	5.00	\$ 740.00
1.30	Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.		3.00						3.00	\$ 540.00
1.40	Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision.		3.00						3.00	\$ 540.00
1.50	The CONSULTANT will handle administrative and coordination services related to subconsultants.		6.00						6.00	\$ 1,080.00
1.60	The CONSULTANT will submit to the CITY documentation of expected reimbursable expenses including but not limited to review and/or permit fees required by Authorities having jurisdiction (AHJ).		2.00					1.00	3.00	\$ 460.00
1.70	The CONSULTANT will submit to the CITY documentation of approvals and/or permits received from Authorities Having Jurisdiction. This documentation shall include proof of paid review and/or permitting fees for reimbursement.		2.00					1.00	3.00	\$ 460.00
1.80	The CONSULTANT will attend a Project Kick-Off Meeting with the CITY and the GC. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.		2.00						2.00	\$ 360.00
1.90	The CONSULTANT will meet with CITY and the GC monthly if required by the CITY. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.		12.00						12.00	\$ 2,160.00
1.10	The CONSULTANT will attend an Alternatives Concept Meeting with the CITY and the GC to present findings and recommendations included in the Alternatives Concept Study Report to be prepared by the CONSULTANT. The CONSULTANT shall submit the Alternatives Concept Study Report to the CITY a minimum of two (2) business days prior to the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.		2.00						2.00	\$ 360.00
1.11	The CONSULTANT will attend two (2) Public Engagement Meetings with the CITY and the GC. The CONSULTANT will assist the CITY and the GC in preparing a Community Survey prior to one or both meetings. At these meetings, the CONSULTANT will be prepared to present design concept(s), answer questions, and document public comments related to the design concept(s). Prior to the meeting, the CONSULTANT will provide a .pdf or similar digital exhibits as requested by the CITY for presentation purposes. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.		6.00		4.00				10.00	\$ 1,540.00
1.12	The CONSULTANT will attend Comment Resolution Meetings after the 30 percent, 60 percent, and 90 percent submittals to discuss review comments if required by the CITY. The CONSULTANT will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.		6.00						6.00	\$ 1,080.00
Task 1 Hours			48.00		4.00			4.00	56.00	\$ 9,500.00
Task 1 Estimated Labor Costs		\$ -	\$ 8,640.00	\$ -	\$ 460.00	\$ -	\$ -	\$ 400.00		\$ 9,500.00

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	Total Labor Hours	Total Direct Labor Costs
		Principal/Partner Enter Rate Below (Row 11)	Project Manager Landscape Architecture Enter Rate Below (Row 11)	Sr. Landscape Architect Enter Rate Below (Row 11)	Landscape Architect 1 Enter Rate Below (Row 11)	Landscape Architect Intern Enter Rate Below (Row 11)	Intern Enter Rate Below (Row 11)	Administration Enter Rate Below (Row 11)		
		\$ 215.00	\$ 180.00	\$ 150.00	\$ 115.00	\$ 105.00	\$ 75.00	\$ 100.00		
9.0	TREE PRESERVATION SERVICES									
9.10	The tasks performed for the Tree Preservation will include, but are not limited to the following:									
9.20	The CONSULTANT will develop a Tree Inventory Summary Table listing the tree ID, type and size; and		1.00		6.00	12.00			19.00	\$ 2,130.00
9.30	The CONSULTANT will develop Tree Protection Details.		1.00		4.00	4.00			9.00	\$ 1,060.00
	Task 9 Hours		2.00		10.00	16.00			28.00	\$ 3,190.00
	Task 9 Estimated Labor Costs	\$ -	\$ 360.00	\$ -	\$ 1,150.00	\$ 1,680.00	\$ -	\$ -		\$ 3,190.00
10.0	SUBMITTAL REQUIREMENTS: Project Design Services Submittals will include the following:									
10.10	Submittal and Review Meetings:									
	a 30, 60, 90 and 100 percent submittals will be required; and									\$ -
	b The CONSULTANT will attend 30, 60, and 90 percent submittal review meetings if required by the CITY. Comments and revisions will be incorporated into the deliverables for the next submittal. The CONSULTANT will prepare meeting minutes of each review meeting and submit to the CITY within three (3) business days after the meeting date.		8.00						8.00	\$ 1,440.00
10.20	30 Percent Submittal:									
	a Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. For the schematic, provide two (2) roll-plots at a scale of 1"=50' submitted in 24" roll paper format, up to 6' long.				2.00	4.00		1.00	7.00	\$ 750.00
	b The submittal must include the following:									\$ -
	i 30 percent design level schematic roll-plot.		4.00		18.00	24.00		1.00	47.00	\$ 5,410.00
	ii Draft Geotechnical Report;									\$ -
	iii Draft Hydrologic and Hydraulic Drainage Report;									\$ -
	iv A list of Right-of-Way encroachments if needed;									\$ -
	v Preliminary Opinion of Probable Construction Cost;		2.00		4.00	8.00			14.00	\$ 1,660.00
	vi Preliminary Construction Schedule; and		2.00						2.00	\$ 360.00
	vii Updated Project Design Schedule;		4.00						4.00	\$ 720.00
10.30	60 Percent Submittal:									
	a Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets will be prepared and submitted in 11"x17" tabloid paper format;				2.00	2.00		1.00	5.00	\$ 540.00
	b The submittal must include the following:									\$ -
	i 60 percent plan sheets;		8.00		24.00	60.00			92.00	\$ 10,500.00
	ii Responses to 30 percent review comments;		2.00						2.00	\$ 360.00
	iii Updated Opinion of Probable Construction Cost;		1.00		8.00	4.00			13.00	\$ 1,520.00
	iv Updated Construction Schedule;		2.00						2.00	\$ 360.00
	v Updated Project Design Schedule;		2.00						2.00	\$ 360.00
	vi Final signed and sealed Geotechnical Report; and									\$ -
	vii Final signed and sealed Hydrologic and Hydraulic Drainage Report;									\$ -
10.40	90 Percent Submittal:									
	a Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets must be prepared and submitted in 11"x17" tabloid paper format;					1.00		1.00	2.00	\$ 205.00
	b The submittal must include the following:									\$ -
	i 90 percent plan sheets;		4.00		20.00	40.00			64.00	\$ 7,220.00
	ii Responses to 60 percent review comments;		2.00						2.00	\$ 360.00
	iii Updated Opinion of Probable Construction Cost;		2.00		4.00	4.00			10.00	\$ 1,240.00
	iv Updated Construction Schedule;		2.00						2.00	\$ 360.00
	v Updated Project Design Schedule;		2.00						2.00	\$ 360.00
	vi Draft Project Manual; and		2.00		4.00	8.00			14.00	\$ 1,660.00
	vii Draft Storm Water Pollution Prevention Plan for Construction;									\$ -
10.50	100 Percent Submittal:									
	a The submittal must include the following:									\$ -
	i Responses to 90 percent review comments;		2.00						2.00	\$ 360.00
	ii Two (2) original signed (electronic signatures allowed) and sealed 11"x17" tabloid paper sets of the Final Construction Plans;		2.00		12.00	12.00			26.00	\$ 3,000.00

			1	2	3	4	5	6	7		
PHASE	TASK DESCRIPTION		Principal/Partner	Project Manager	Sr. Landscape Architect	Landscape Architect 1	Landscape Architect Intern	Intern	Administration	Total Labor Hours	Total Direct Labor Costs
			Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)		
		iii	215.00	180.00	150.00	115.00	105.00	75.00	100.00		
				2.00		12.00				14.00	\$ 1,740.00
		iv									\$ -
		v				4.00	4.00		1.00	9.00	\$ 980.00
10.60		Authorities Having Jurisdiction Submittals:									
	a	At appropriate project completion milestones, the CONSULTANT shall, upon concurrence by the CITY, submit appropriate project documents to Authorities Having Jurisdiction for permit and/or approval. The CONSULTANT will address and incorporate review comments.		4.00						4.00	\$ 720.00
	b	The CONSULTANT will submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).		6.00					1.00	7.00	\$ 1,180.00
			Task 10 Hours		65.00	114.00	171.00		6.00	356.00	43,365.00
			Task 10 Estimated Labor Costs		\$ 11,700.00	\$ 13,110.00	\$ 17,955.00	\$ -	\$ 600.00		\$ 43,365.00
11.0		BID PHASE SERVICES: Bid Phase Services will include the following:									
	11.10	The CONSULTANT will attend the Pre-Bid Meeting with the CITY and prospective bidders. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting.		3.00						3.00	\$ 540.00
	11.20	The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required.		6.00						6.00	\$ 1,080.00
	11.30	The CONSULTANT will attend the formal bid opening.		3.00						3.00	\$ 540.00
	11.40	The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from the CITY; and		4.00		4.00				8.00	\$ 1,180.00
	11.50	The CONSULTANT will furnish a set of Final Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor.		2.00		4.00	4.00		1.00	11.00	\$ 1,340.00
			Task 11 Hours		18.00	8.00	4.00		1.00	31.00	\$ 4,680.00
			Task 11 Estimated Labor Costs		\$ 3,240.00	\$ 920.00	\$ 420.00	\$ -	\$ 100.00		\$ 4,680.00
12.0		CONSTRUCTION PHASE SERVICES: Construction Phase Services will include the following:									
	12.10	The CONSULTANT will attend the Pre-Construction Meeting with the CITY and the awarded Contractor. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting.		2.00		2.00				4.00	\$ 590.00
	12.20	The CONSULTANT will provide a one-time staking of the Project control at 100-foot intervals and all inflection points. Limits of Right-of-Way and Easements will also be flagged;									\$ -
	12.30	The CONSULTANT shall provide the necessary number of control points/bench marks on the ground for the Project and confirm the horizontal and vertical control correspond with the design plans;									\$ -
	12.40	The CONSULTANT will attend monthly status meetings (up to ___ meetings) at the Project location with the CITY and the Contractor. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting.		12.00						12.00	\$ 2,160.00
	12.50	The CONSULTANT will make periodic visits (up to ___ visits) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. However, the CONSULTANT will report to the CITY any deficiencies in the work actually detected by the CONSULTANT;		6.00						6.00	\$ 1,080.00
	12.60	The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. 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;		12.00		4.00				16.00	\$ 2,620.00
	12.70	CITY will require the Contractor to submit to the CONSULTANT any necessary requests for additional information (RFI). The CONSULTANT will review and deliver to the CITY its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the Project. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract;		12.00		4.00				16.00	\$ 2,620.00

			1	2	3	4	5	6	7		
			Principal/Partner Enter Rate Below (Row 11)	Project Manager Landscape Architecture Enter Rate Below (Row 11)	Sr. Landscape Architect Enter Rate Below (Row 11)	Landscape Architect 1 Enter Rate Below (Row 11)	Landscape Architect Intern Enter Rate Below (Row 11)	Intern Enter Rate Below (Row 11)	Administration Enter Rate Below (Row 11)	Total	Total Direct
PHASE	TASK DESCRIPTION		\$ 215.00	\$ 180.00	\$ 150.00	\$ 115.00	\$ 105.00	\$ 75.00	\$ 100.00	Labor Hours	Labor Costs
		Task 13 Hours	-	-	-	-	-	-	-	-	-
		Task 13 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
		Total Hours	-	206.00	-	168.00	208.00	-	11.00	593.00	79,340.00
		Total Labor Costs	\$ -	\$ 37,080.00	\$ -	\$ 19,320.00	\$ 21,840.00	\$ -	\$ 1,100.00		\$ 79,340.00

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total	Total Direct
PHASE	TASK DESCRIPTION	Half Project Manager Enter Rate Below (Row 11)	Half Proj Eng II (PE) Enter Rate Below (Row 11)	Half Proj Eng I (Pa) Enter Rate Below (Row 11)	Half EIT Enter Rate Below (Row 11)	Half CADD TECH Enter Rate Below (Row 11)	Half Survey Mgr (SMS) Enter Rate Below (Row 11)	Half SUE/Survey/Arch Enter Rate Below (Row 11)	Half Survey Crew (2 men) Enter Rate Below (Row 11)	Half ENV Service Mgr Enter Rate Below (Row 11)	Half ENV Scientist II Enter Rate Below (Row 11)	Half ENV Scientist I Enter Rate Below (Row 11)	Half Arch Investigator Enter Rate Below (Row 11)	Half Field Arch Enter Rate Below (Row 11)	Half Admin Enter Rate Below (Row 11)	Labor Hours	Labor Costs
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.0	ENVIRONMENTAL SERVICES (ADDITIONAL SERVICE): (Potential Environmental Services may include the following):																
4.30	Compliance with the Texas Historical Commission requirements as needed:															113.00	\$ 15,028.00
4.30	Compliance with Construction Stormwater General Permit (TPDES):	2.00	8.00													34.00	\$ 5,856.00
4.30	Review of State and Federal Threatened and Endangered species:															38.00	\$ 4,380.00
4.40	Environmental Site Assessment as needed; and															17.00	\$ 2,010.00
4.50	Consultation and compliance review under Section 404 Clean Water Act:															115.00	\$ 13,380.00
4.60	Comply and/or coordinate with TxDOT as necessary:															52.00	\$ 6,240.00
	Task 4 Hours	2.00	8.00								21.00	128.00	108.00	58.00	44.00	369.00	\$ 46,894.00
	Task 4 Estimated Labor Costs	\$ 472.00	\$ 1,544.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,410.00	\$ 17,280.00	\$ 9,720.00	\$ 9,860.00	\$ -	\$ -	\$ 46,894.00
5.0	SURVEYING SERVICES: The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. Surveying Services will include the following:																
5.10	Using Travis County Appraisal District (TCAD) and Travis County Clerk Webotes, the CONSULTANT will gather ownership and deed information for base drawing:																\$ -
5.20	The CONSULTANT will preserve rights of entry (ROE) agreements for adjacent landowners, obtain CTV signature on ROE agreements, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW). CTV will provide the outline of the agreement. The CONSULTANT will submit agreements to CTV for signature and the CONSULTANT will mail the signed agreement to the landowner via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CTV will be notified and the process will be escalated with assistance from the CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to the CITY.																\$ -
5.30	The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System surface coordinate and NAVD 88 vertical datum:																\$ -
5.40	The CONSULTANT will research existing ROW maps, deeds, easements and survey for fence corners, monuments, iron pins, etc., within the existing ROW and analyze to establish apparent existing ROW. Apparent ROW defined as the existing ROW with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent ROW along with Travis County Appraisal District records of lot or property lines, land ownership, and addresses as publicly available through TCAD.																\$ -
5.50	The CONSULTANT will perform a topographic survey of the site. Topography elements within the existing ROW, including but not limited to surface features such as pavement edges, concrete curbs, driveways, sidewalks and ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mail boxes, etc.;																\$ -
5.60	The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW.																\$ -
5.70	The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways.																\$ -
5.80	The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location).																\$ -
5.90	The CONSULTANT will contact Texas One-Call to mark underground utilities and then survey the existing utilities as located.																\$ -
5.10	The CONSULTANT will locate, identify and tag all trees with trunk diameter eight inches or greater, to include the trunk diameter, species and spread within the existing ROW per most current City of Pflugerville Tree Ordinance.																\$ -
5.11	The CONSULTANT will locate all outcrop borings as drilled and any environmental features.																\$ -
5.12	The CONSULTANT will prepare in MicroStation V8 or VB or Civil3D, 2D drawing files with an AECX file, along with the .dat files for the DTM model in GIS/DWG and																\$ -
5.13	The CONSULTANT will prepare Survey Control layout sheets in 11"x17" tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery markers detailing pertinent physical features, permanent and temporary Horizontal/Vertical Control Bench Marks (three point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.																\$ -
	Task 5 Hours																\$ -
	Task 5 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.0	GEOTECHNICAL ENGINEERING SERVICES: The CONSULTANT will obtain the services of a Geotechnical Engineer to perform Geotechnical Engineering Services for this project. Geotechnical Engineering Services will include the following:																
6.10	The CONSULTANT will perform soil/rock borings using the TxDOT Cone Penetration method and conventional auger or air rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.																\$ -
6.20	Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations. Borings will be backfilled with excess soil outtings and/or bentonite as required to meet regulatory requirements. Areas that contain solution features in the boring will be identified.																\$ -
6.30	Prior to selecting locations for cores and borings, the CONSULTANT must conduct a brief visual condition survey. This information will be used to help determine test locations. The CONSULTANT will coordinate utility clearances in locating the borings.																\$ -
6.40	The CONSULTANT will coordinate with CITY prior to performing any drilling activities.																\$ -
6.50	Traffic control measures will be implemented during drilling activities that are anticipated to include partial or full lane closures with appropriate signage.																\$ -
6.60	The CONSULTANT will characterize the subsurface soils in accordance with their physical and engineering characteristics. Soil testing will be performed according to the Pavement Design Standards in the CITY'S Engineering Design Manual.																\$ -
6.70	If high plasticity or unstable subgrade soils are encountered in the borings, the CONSULTANT will perform testing to determine the recommended amount of lime or cement required to treat or stabilize the subgrade soils for new pavement. Pavement design alternatives will consider whether or not to include subgrade stabilization and benefits for each.																\$ -
6.80	The CONSULTANT will describe and assess the site and general soil conditions encountered.																\$ -
6.90	The CONSULTANT will provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project.																\$ -
6.10	The CONSULTANT will submit the results of the scope of work in a formalized Geotechnical Report prepared by a Professional Engineer licensed by the State of Texas.																\$ -
	Task 6 Hours																\$ -
	Task 6 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.0	DRAINAGE DESIGN SERVICES (ADDITIONAL SERVICE): The tasks performed for the drainage design will include, but are not limited to the following:																
7.10	The CONSULTANT will obtain current hydrologic and hydraulic data; drawings, models, and associated data from the responsible government agencies.															10.00	\$ 1,180.00
7.20	The CONSULTANT will acquire current available 1-R LIDAR data for drainage area delineation and/or model data supplementations.															2.00	\$ 236.00
7.30	The hydrologic and hydraulic analyses will be based on the City of Pflugerville's Engineering Design Manual including use of the latest Atlas 14 rainfall data.															10.00	\$ 1,180.00

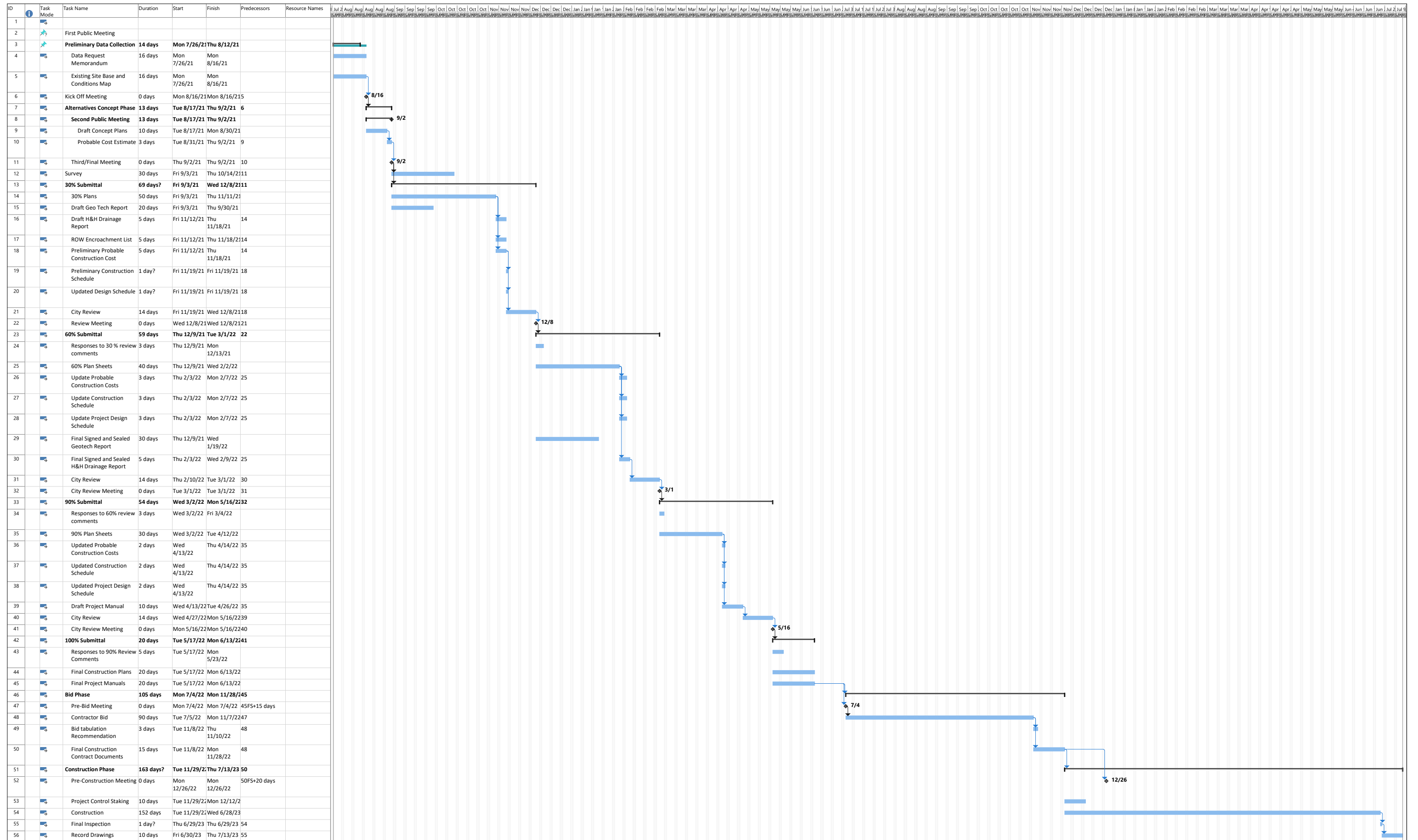
		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
		Half Project Manager Enter Rate Below (Row 11)	Half Proj Eng II (PE) Enter Rate Below (Row 11)	Half Proj Eng I (Pa) Enter Rate Below (Row 11)	Half ET Enter Rate Below (Row 11)	Half CAD/TECH Enter Rate Below (Row 11)	Half Survey Mgr (RPS) Enter Rate Below (Row 11)	Half SUE/Survey/Tech Enter Rate Below (Row 11)	Half Survey Crew (2 men) Enter Rate Below (Row 11)	Half ENV Service Mgr Enter Rate Below (Row 11)	Half ENV Scientist II Enter Rate Below (Row 11)	Half ENV Scientist I Enter Rate Below (Row 11)	Half Arch Investigator Enter Rate Below (Row 11)	Half Field Arch Enter Rate Below (Row 11)	Half Admin Enter Rate Below (Row 11)	Total	Total Direct
PHASE	TASK DESCRIPTION	\$ 296.00	\$ 189.00	\$ 190.00	\$ 118.00	\$ 85.00	\$ 264.00	\$ 134.00	\$ 187.00	\$ 210.00	\$ 135.00	\$ 80.00	\$ 170.00	\$ 82.00	\$ 85.00	Labor Hours	Labor Costs
	f Analyze crash records and prepare a collision diagram from the crash reports showing crash experience by type, location, direction of movement, severity, weather, time of day and date.																\$ -
	g Prepare a site map of the intersection to document existing traffic and geometric conditions.																\$ -
	h Analyze all collected traffic count data and geometric data to perform signal warrant analysis based on the latest version of the TMAUTCD.																\$ -
13.32	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary sheet(s).																\$ -
13.34	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.																\$ -
13.34	The CONSULTANT will design traffic signals for the intersection.																\$ -
13.25	The CONSULTANT will prepare Traffic Signal Design Layouts depicting existing utilities, permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detector loops or other detection systems, conduit ground boxes, power sources with distribution to signal service, communications connections, wiring diagrams, pavement markings, signal phasing plan, tendon and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals.																\$ -
13.26	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary sheet(s) and																\$ -
13.27	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.																\$ -
13.28	The CONSULTANT will prepare for three (3) public meetings on the project, to be held upon approval by City of Pflugerville.																\$ -
13.29	The CONSULTANT will prepare meeting handouts, agendas, name tags, sign-in sheets, comment cards, a Powerpoint presentation and speech/speaking points if necessary. The CONSULTANT will obtain CITY's approval on all materials prior to production or publication.																\$ -
13.30	The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials.																\$ -
13.31	One (1) round of comments/revisions will be completed on all public meeting materials.																\$ -
13.32	The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to perform registration, make presentations, and answer questions.																\$ -
13.33	The CONSULTANT will compile and prepare a public meeting summary report for each meeting, and																\$ -
13.34	The CONSULTANT will compile and prepare responses to comments at the public meetings for incorporation into the public meeting summary reports.																\$ -
	Task 13 Hours		8.00		24.00	32.00										64.00	7,096.00
	Task 13 Estimated Labor Costs	\$ -	\$ 1,544.00	\$ -	\$ 2,892.00	\$ 2,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,096.00
	Total Hours	31.00	112.00	25.00	291.00	107.00				21.00	128.00	108.00	58.00	44.00	6.00	931.00	121,003.00
	Total Labor Costs	\$ 7,316.00	\$ 21,616.00	\$ 3,250.00	\$ 34,338.00	\$ 9,095.00	\$ -	\$ -	\$ -	\$ 4,410.00	\$ 17,280.00	\$ 9,720.00	\$ 9,860.00	\$ 3,608.00	\$ 510.00	\$ -	\$ 121,003.00

\$ 56,109.00

		27,790.00																		
PHASE	TASK DESCRIPTION	Senior PM	EIT	Principal	Subcontractor	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Total	Total Direct
		Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Labor Hours	Labor Costs
13.16	The CONSULTANT will prepare proposed signing layouts, and proposed pavement marking and delineation layouts on the same sheets at a scale of 1"=50'. The layouts will identify the various types of proposed signing, striping, and delineation. Signing and striping will be in accordance with the latest version of the TMUTCD or applicable City of Pflugerville, City of Austin and/or TxDOT standards.	\$ 180.00	\$ 130.00	\$ 200.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
13.17	The CONSULTANT will assign a unique number to each sign that will relate that sign to the sign summary sheet.																		-	\$ -
13.18	The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate.																		-	\$ -
13.19	The CONSULTANT will prepare special sign panel details as needed.																		-	\$ -
13.20	The CONSULTANT will prepare the Summary of Small Signs table utilizing the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards. No large guide signs are anticipated.																		-	\$ -
13.21	The CONSULTANT will perform a Traffic Signal Warrant Analysis (TSWA) for the intersections, as needed. The TSWA will be conducted based on the guidelines established in the most recent TMUTCD and will include the following:																		-	\$ -
a	Collect daily traffic volume (Twenty four (24) hour traffic volumes for a continuous twenty four (24) hour period along each approach of the intersection during a typical Tuesday, Wednesday, or Thursday when school is in session.																		-	\$ -
b	Collect peak hour (seven (7) to nine (9) AM and four (4) to six (6) PM) turning movement counts at the intersection during a typical Tuesday, Wednesday, or Thursday when school is in session.																		-	\$ -
c	Collect crash records for the study intersection during the most recent twelve (12) month period.																		-	\$ -
d	Perform a site inspection at the intersection to record existing traffic characteristics observed in the field. The field work may include taking measurements, document the existing conditions including roadway geometry, signing, striping, speed limits and taking digital photographs of the intersections.																		-	\$ -
e	Prepare an existing condition diagram showing details from the site inspection and field work mentioned above.																		-	\$ -
f	Analyze crash records and prepare a collision diagram from the crash reports showing crash experience by type, location, direction of movement, severity, weather, time of day and date.																		-	\$ -
g	Prepare a site map of the intersection to document existing traffic and geometric conditions; and																		-	\$ -
h	Analyze all collected traffic count data and geometric data to perform signal warrant analysis based on the latest version of the TMUTCD.																		-	\$ -
13.22	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s).																		-	\$ -
13.24	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.																		-	\$ -
13.24	The CONSULTANT will design traffic signals for the intersections.																		-	\$ -
13.25	The CONSULTANT will prepare Traffic Signal Design Layouts depicting existing utilities, permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detector loops or other detection systems, conduit ground boxes, power sources with distribution to signal service, communications connections, wiring diagrams, pavement markings, signal phasing plan, conduit and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals.																		-	\$ -
13.26	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and																		-	\$ -
13.27	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.																		-	\$ -
13.28	The CONSULTANT will prepare for three (3) public meetings on the project, to be held upon approval by City of Pflugerville.																		-	\$ -
13.29	The CONSULTANT will prepare meeting handouts, agendas, name tags, sign-in sheets, comment cards, a Powerpoint presentation and speech/speaking points if necessary. The CONSULTANT will obtain CITY's approval on all materials prior to production or publication.																		-	\$ -
13.30	The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials.																		-	\$ -
13.31	One (1) round of comments/revisions will be completed on all public meetings materials.																		-	\$ -
13.32	The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to perform registration, make presentations, and answer questions.																		-	\$ -
13.33	The CONSULTANT will compile and prepare a public meeting summary report for each meeting; and																		-	\$ -
13.34	The CONSULTANT will compile and prepare responses to comments at the public meetings for incorporation into the public meeting summary reports.																		-	\$ -
	Task 13 Hours																			
	Task 13 Estimated Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Total Hours	68.50	102.00	1.00	20.00														191.50	27,790.00
	Total Labor Costs	\$ 12,330.00	\$ 13,260.00	\$ 200.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 27,790.00

Kelly Lane Park - Survey Fees

			1	2	3	4	5	6		
PHASE	TASK DESCRIPTION		Sr. Discipline Lead / RPLS	Sr. Survey Technician	Survey Party Chief II	Survey Field Assistant I	Line of Business Coordinator	Enter Labor Category Here	Total	Total Direct
			Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)		
			\$ 185.00	\$ 105.00	\$ 145.00	\$ 70.00	\$ 100.00	\$ -	Labor Hours	Labor Costs
5.0		SURVEYING SERVICES: The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. Surveying Services will include the following:								
5.10		Using Travis County Appraisal District (TCAD) and Travis County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;		2.00					2.00	\$ 210.00
5.20		The CONSULTANT will prepare Right-of-Entry (ROE) agreements for adjacent landowners, obtain CITY signature on ROE agreements, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW). CITY will provide the outline of the agreement. The CONSULTANT will submit agreements to CITY for signature and the CONSULTANT will mail the signed agreements to the landowners via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CITY will be notified and the process will be escalated with assistance from the CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to the CITY;					5.00		5.00	\$ 500.00
5.30		The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System surface coordinates and NAVD 88 vertical datum;	1.00	2.00	5.00	5.00			13.00	\$ 1,470.00
5.40		The CONSULTANT will research existing plats, ROW maps, deeds, easements and survey for fence corners, monuments, iron pins, etc., within the existing ROW and analyze to establish apparent existing ROW. Apparent ROW is defined as the existing ROW with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent ROW along with Travis County Appraisal District records of lot or property lines, land ownership, and addresses as publicly available through TCAD.	1.00	10.00	8.00	8.00			27.00	\$ 2,955.00
5.50		The CONSULTANT will perform a topographic survey of the site. Topography elements within the existing ROW, including but not limited to surface features such as pavement edges, concrete curb, driveways, sidewalks and ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mail boxes, etc.;	1.00	10.00	30.00	30.00			71.00	\$ 7,685.00
5.60		The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW;		4.00	5.00	5.00			14.00	\$ 1,495.00
5.70		The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways;		1.00	2.00	2.00			5.00	\$ 535.00
5.80		The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.);		4.00	5.00	5.00			14.00	\$ 1,495.00
5.90		The CONSULTANT will contact Texas One-Call to mark underground utilities and then survey the existing utilities as located;		2.00	5.00	5.00			12.00	\$ 1,285.00
5.10		The CONSULTANT will locate, identify and tag all trees with trunk diameter eight inches or greater, to include the trunk diameter, species and spread within the existing ROW per most current City of Pflugerville Tree Ordinance;	1.00	10.00	30.00	30.00			71.00	\$ 7,685.00
5.11		The CONSULTANT will locate all soil/rock borings as drilled and any environmental features;		1.00	1.00	1.00			3.00	\$ 320.00
5.12		The CONSULTANT will prepare in MicroStation V8 or V8i or Civil3D, 2D drawing files with an ASCII file, along with .tin and .dat files for the DTM model in GEOPAK; and		2.00					2.00	\$ 210.00
5.13		The CONSULTANT will prepare Survey Control layout sheets in 11"x17" tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery sketches detailing pertinent physical features, permanent and temporary Horizontal Control/Vertical Control Bench Marks (three point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.	1.00	5.00					6.00	\$ 710.00
Task 5 Hours			5.00	53.00	91.00	91.00	5.00		245.00	\$ 26,555.00
Task 5 Estimated Labor Costs			\$ 925.00	\$ 5,565.00	\$ 13,195.00	\$ 6,370.00	\$ 500.00	\$ -		\$ 26,555.00





To:

Patricia Davis, M.S.C.E., P.E.,
City Engineer
City of Pflugerville
projects@pflugervilletx.gov

From:

Bryan Kye Mask
Principal
bmask@dunaway.com

Dunaway Location

5707 Southwest Pkwy,
Bldg 2, Ste 250
Austin, TX 78735

Dunaway No. P007396.001

Date: July 9, 2021

Reference: Proposal for Professional Services
2020 Parks Bond Program: Murchison Mallard Park,
Pflugerville, TX

Ms. Davis:

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for Landscape Architecture Services on the above-referenced Project. Based on the scoping meeting on June 11th, we believe the following scope of services will meet your needs for the initial phases of this Project.

Project Understanding

Murchison Mallard Park is a neighborhood park that have been selected for professional engineering services in the 2020 Parks Bond Program through the City of Pflugerville.

Murchison Mallard Park is a somewhat developed 29+/- acre park property located in the Falcon Pointe neighborhood (Sec 4A & Sec 2) and 19500 Mallard Pond Trail. The property is bordered to the South, West and East by residential developments. The existing park features include a Splash Pad, Concrete trails, and a small playscape. The Falcon Pointe Dog Park is south of the property.

A Master Plan was drafted for this park in 2011 as a part of the Pflugerville Trails Master Plan & Parks Development Plans document.

The scope of work consists of the following:

- Public Engagement
- Murchison Mallard Park Construction Documents

Exhibit 1- Scope of Services

Executive Fee Summary

Fees are broken out below separately for each Project listed in the 'Project Understanding' section of the proposal.

1.0 Project Administration and Coordination Services	\$13,364 Lump Sum Services
2.0 Alternatives Concept Phase	\$3,465 Lump Sum Services
3.0 Project Design Criteria	
6.0 Geotechnical Engineering Services	\$4,750 Lump Sum Services
8.0 Stormwater Management Plan	
9.0 Tree Preservation Service	\$3,190 Lump Sum Services
10.0 Submittal Requirement	\$79,599 Lump Sum Services
TDLR Subtotal:	\$1,850 Lump Sum Services
11.0 Bid Phase Services	\$4,940 Lump Sum Services
12.0 Construction Phase Services	\$18,287 Lump Sum Services
Total: Standard A/E Lump Sum Services	\$129,445 Lump Sum Services

13.0 Additional Services

These items have been moved to Additional Services:

4.0 Environmental Services	
5.0 Surveying Services	\$18,730 Lump Sum Services
7.0 Drainage Design Services	\$18,000 Lump Sum Services
Total: Standard Additional Lump Sum Services	\$36,730 Lump Sum Services

FEE

Dunaway proposes to provide the scope of work described above for a fee as shown, plus direct expenses. This proposal is valid for a period of 90 days from date sent.

Once project commences if project goes on hold for a period greater than six months, Dunaway reserves the right to reassess and equitably adjust remaining fees.

DETAILED SCOPE OF WORK

1.0 - PROJECT ADMINISTRATION AND COORDINATION SERVICES

Reference Basic Scope of Services for Required Deliverables. (PHASE 1.1-1.7)

Kickoff Meeting and Site Visit with City of Pflugerville Staff (PHASE 1.8)

Dunaway will attend a kickoff meeting with CoPf staff. The meeting will be held at CoPf offices.

The primary purpose of the kickoff meeting is:

- a. Discuss the project in depth, confirm scope of work and clarify communication protocols, roles and responsibilities.
- b. Confirm the major planning issues and concerns
- c. Discuss planning opportunities for the site, including any outside entities to be involved in the planning process
- d. Discuss and agree upon dates for the public meetings
- e. Review the existing site conditions, opportunities, and constraints

Dunaway will conduct (1) one site review with CoPf staff to visually evaluate the existing site and surrounding areas. A field report will be created documenting staff comments and recommendations.

Deliverables: Kick off meeting agenda and meeting notes, site visit field report

PUBLIC ENGAGEMENT (PHASE 1.11)

Reference Basic Scope of Services for Required Deliverables.

1. First Public Meeting

Dunaway will attend a Meet & Greet Design Workshop with the community about the upcoming Bond Package. No fees included with this task.

2. Survey Creation

Dunaway will create/provide a survey for the community prior to presenting concept plans in the Second Public meeting. The results of this survey will help in producing parks that were made for and by the people in the community.

3. Second Public Meeting

Dunaway will attend a second public meeting to present the diagrammatic concept plans. Dunaway will prepare poster-mounted graphics and or a powerpoint presentation providing direction received from the surveys and master plans provided by CoPf. The primary objective of the second public meeting is to:

- a. Provide the community a visual representation of the conceptual plan diagrams and evaluate interest and concerns.
- b. Create community “buy in” to the park elements

4. Draft Final Concept Plans

Dunaway will prepare conceptual plans based on the conceptual diagrams created in the previous tasks, public comments, and CoPf input. The conceptual plans will contain scaled site plans that depict new program elements, amenities, roadways, and existing facilities to remain. These plans will contain enough information to create a conceptual probable cost estimate. Dunaway will prepare 3D models for each park site and its relationship to the surrounding community.

A review meeting with Dunaway and CoPf staff will make comments on the conceptual plans and probable cost estimate. These revisions will be made to the drawings in preparation for the third/final public meeting.

Deliverables: Final concept plans, 3D model renderings, and probable cost estimate

5. Third/Final Public meeting

Dunaway will attend a third public meeting to present the final conceptual plan. Dunaway will prepare poster-mounted graphics and or a power-point presentation providing direction received from the second public meeting, conceptual plans of the possible program elements, and phasing plans for these improvements. The primary objective of the third public meeting is to:

- a. Final review of the conceptual plan
- b. Provide adequate visual and cost information for community 'buy in' of the concept plan for each park
- c. Gather final comments and concerns from the community of the concept plans

2.0 - ALTERNATIVES CONCEPT PHASE

Reference Basic Scope of Services for Required Deliverables. (PHASE 2.0)

1. Preliminary Data Collection and Base Map Creation (PHASE 2.1)

Prior to the kick-off meeting, Dunaway will gather and review preliminary data and information and develop a basic understanding of the project site, and the surrounding area. Activities expected to occur in the task will also include:

- a. Developing a memorandum requesting any additional information from City of Pflugerville
- b. Gathering LIDAR topographic information.
- c. Preparing a base aerial photograph for project.
- d. Coordinating with parks department for current and future plans for parks in the area
- e. Attend an initial site review of the site evaluating the existing site and surrounding areas. The site review will be documented photographically for use in planning studies.
- f. Prepare an existing conditions base map for use in the overall planning process and public presentations.

Halff – Drainage

Halff has confirmed they do have existing condition models for both parks. – to share with team.

Deliverables: Existing Site Base and Conditions Map and data request memorandum

2. Alternatives Concept Study Report

Reference Basic Scope of Services for Required Deliverables. (PHASE 2.2)

3.0 – PROJECT DESIGN CRITERIA

Reference Basic Scope of Services for Required Deliverables.

FOR SECTIONS 4.0 – 5.0 – REFERENCE 13.0 ADDITIONAL SERVICES

6.0 GEOTECHNICAL ENGINEERING SERVICES

1. Geotech - provide Geotech report for Murchison/Mallard Park – trail paving.
Refer to attached proposal from Geotechnical engineer.

FOR SECTION 7.0 – REFERENCE 13.0 ADDITIONAL SERVICES

8.0 - STORMWATER MANAGEMENT PLAN

Reference Basic Scope of Services for Required Deliverables.
This work to be completed by General Contractor.

9.0 - TREE PRESERVATION SERVICES

Reference Basic Scope of Services for Required Deliverables. Additional information included with 30/60/90 submittals.

10.0 - SUBMITTAL REQUIREMENTS

Reference Basic Scope of Services for Required Deliverables.

1. Project Management

Project management consists of project tracking, invoicing, deliverable oversight, quality control and any sub-consultant management required. Dunaway will coordinate with sub-consultants for this scope of work. The project manager will be Tara Lindberg and will be the point of contact for the client.

The proposed schedule for the project begins with Notice to Proceed scheduled for July 2021.

2. 30% Design Development Plans

Dunaway will prepare 30% Design Development plans based on the concept plans created in the public engagement portion of the project.

- a. General Notes - City standard notes, indexes, and summaries.
- b. Tree Preservation Plans - Dunaway will produce detail tree preservation plans based on the conceptual design plans and tree survey provided. Tree protection details will be included with these plans.
- c. Demolition Plans - Removal plans for existing paving, vegetation, and other existing structures.

- d. Site Plan - Dunaway will produce detailed site plans of the park based on the approved conceptual master plan design, taking into consideration any comments from the Client. Dunaway will produce site plans at an appropriate scale indicating paving surfaces, structures, pedestrian light locations and fixtures, specialty paving.
- e. Grading Plans - Dunaway will produce detailed grading plans based on the approved conceptual master plan design, taking into consideration any comments from the Client. Dunaway will produce grading plans at an appropriate scale. Grading plans will meet Texas Accessibility requirements and provide positive drainage.
- f. Planting Plans - Dunaway will produce detailed planting plans based on the approved conceptual design, taking into consideration any comments from the Client. Dunaway will produce planting plans at an appropriate scale indicating plant location, species, quantity, size, etc.
- g. Irrigation Plans - Dunaway will produce irrigation plans indicating irrigation component locations and installation details for heads, valves, piping, controllers, etc., which will be prepared to a level consistent with submission to the appropriate municipal agency and for construction. The plans will be produced under the supervision of a licensed Irrigator to a scale appropriate to the level of detail required for the project. Dunaway will provide appropriate design calculations, details, and specifications.
- h. Structural Plans
Structural scope of work consists of the structural design of possible low wall features and signage support.
- i. Illumination Plans – EEA
New lighting / power as required.
- j. Plumbing Plans – EEA
No plumbing scope.
- k. Utility Plans – Halff
Design to 5' outside of the building envelope and then MEP go from there. (Ref. Halff Proposal.)
- l. Meetings/Coordination –
 - 1. (2) Schematic Design- Additional Shareholder/Design Review Meetings
- m. Opinion of Probable Construction Costs – prepare an Opinions of Probable Construction Costs based upon the Schematic Design Plans for additional scope items as described above. (All disciplines)
- n. Client Submittal – Submit the 30% Design Development Package to the Client for approval and review.

3. 60% Construction Document Plans

Dunaway will prepare 60% Construction Document plans based on approved 30%

Design Development plans approved by City of Pflugerville. These plans will include those described in the Design Development phase in addition to those described below.

- a. Site Details - Dunaway will produce details and sections that will provide detailed information on materials and how the various components fit together. These drawings will be at an appropriate scale indicating paving surfaces, structures, pedestrian light locations and fixtures, specialty paving.
- b. Written Specifications - Outline (All disciplines) Dunaway will prepare a rough draft of written specifications in 8 ½" x 11" format.
- c. Meetings/Coordination –
 1. (2) Stakeholder Meetings
- d. Opinion of Probable Construction Costs (All disciplines) prepare an Opinions of Probable Construction Costs based upon the 60% Construction Document Plans for additional scope items as described above.
- e. Client Submittal – Submit the Design Development Package to the Client for approval and review.

4. 90% Construction Document Plans

Following review comments and acceptance of the 60% Construction Document Plans by the client, we will commence preparation of the 90% Construction Documents. These documents will be a continuation of the previous approved 60% Construction Document plans, taking into consideration any comments from the Client. These plans will include those described in the previous phases in addition to those described below.

The construction documents will be signed and sealed by a Registered Landscape Architect/Engineer licensed in the State of Texas.

- a. Traffic Control Plans – Half (Ref. Half Proposal.)
- b. Meetings/Coordination –
 1. (2) Stakeholder Meetings

Deliverables:

- CD Tree Preservation Plans
- CD Demolition Plans
- CD Site Plans
- CD Grading Plans
- CD Planting Plans
- CD Irrigation Plans
- CD Structural Plans
- CD Illumination Plans
- CD Plumbing Plans
- CD Utility Plans
- CD Site Details

- CD Written Specifications
- Opinion of Probable Construction Costs

5. 100% Construction Document Plans/Bid Phase

Following review comments and acceptance of the 90% Construction Document Plans by the client, we will commence preparation of the 100% Construction Documents/Bid Documents. These documents will be a continuation of the previous approved 90% Construction Document plans, taking into consideration any comments from the Client.

The construction documents will be signed and sealed by a Registered Landscape Architect/Engineer licensed in the State of Texas.

In addition to providing the above documents, Dunaway will:

- a. Respond to City of Pflugerville permitting questions.
- b. Assist in finalization of the Project Specifications Book.
- c. Attend Pre-Bid Meeting.
- d. Respond to Contractor Questions.

TDLR - Registration, Plan Review and Final Inspection with a Registered Accessibility Specialists registered in the state of Texas.

11.0 - BID PHASE SERVICES

Reference Basic Scope of Services for Required Deliverables.

12.0 - CONSTRUCTION PHASE SERVICES

Reference Basic Scope of Services for Required Deliverables.

Construction Administration

During the construction phase, Dunaway will visit the site at intervals appropriate to reviewing the work specified in our documents to become generally familiar with the progress and quality of the work completed and to determine if the work is being performed in accordance with the Contract Documents.
(Half Contribution – Limited) (Ref. Half Proposal.)

Specifically, Dunaway will:

- a. Site Visits - provide meetings as required by the City, a maximum number of (12) site visits/meetings to monitor some, if not all, of the following stages of construction. In addition to these meetings Dunaway will attend:
 - (1) One - Pre-Construction or "Kick-Off" meeting.
 - (1) One - Substantial Completion
 - (1) One - Final Walkthrough
- b. Field reports or "punch lists" - prepare typed field reports indicating the status of construction for each site visit attended.
- c. Project Coordination - perform on-going coordination with the project consultants and contractors to resolve construction installation issues.

- d. Shop Drawing Review - review, comment and process, contractor's shop drawings.
- e. Request for Information "RFI's" - review and respond to Contractor's RFI's during construction. Prepare clarification drawings, if required, to resolve construction ambiguities.
- f. Change Orders - prepare and coordinate change orders as necessary, with the owner.

Project Closeout

- a. Prepare closeout documents and warranty inspection.
- b. Prepare Record Drawings - record drawings created from redlined construction documents by contractor.
- c. Attend Final warranty walk through.

13.0 - ADDITIONAL SERVICES

4.0 - ENVIRONMENTAL SERVICES

Investigation of each park; determination of any wetlands, ordinary high- water mark and trees within the planned improvements (based on Master Plan Concepts)

Report of findings

Permitting Efforts based on assumed levels of disturbance. (Ref. Halff Proposal.)

Reference Basic Scope of Services for Required Deliverables.

5.0 - SURVEYING SERVICES

1. Topographic Survey – Dunaway will provide a Topographic Survey of the area as shown on the attached Exhibit "B", within Murchison/Mallard Park, City of Pflugerville, Travis County, Texas. One-foot interval contours will be developed based upon the results of the measurements taken. Existing visible utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. The vertical datum upon which the elevations are based will be City of Pflugerville.

As owner of the property, Client hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway's work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed.

2. Tree Survey – Dunaway will provide a Tree Survey of the area as shown on the attached Exhibit "B", within Murchison Mallard Park City of Pflugerville, Travis County, Texas. Trees with a DBH of 8" and larger. The trees will be tagged and numbered for future reference. The survey will depict the location, diameter and species (if it can be determined) of the qualifying trees.

As owner of the property, Client hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway's work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed.

See attached exhibit B.

7.0 - DRAINAGE DESIGN SERVICES

Analysis of park improvements based on the design to demonstrate no adverse impact to the floodplain.

Submission of a City Floodplain Development Permit. (Ref. Halff Proposal.)

Reference Basic Scope of Services for Required Deliverables.

ADDITIONAL SERVICES (not included in proposal)

1. This Scope of Services does not include any restroom facilities.
2. Dunaway team members will attend the meetings as noted within this Scope of Services. Additional meetings with City staff, Community meetings, work sessions, presentations, etc. requested by the City will be considered as additional services.
3. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, postcards, etc.
4. This Scope of Services does not include any grant writing or grant application submittals to such agencies as the Texas Parks & Wildlife Department.



Proposal for Professional Services
2020 Parks Bond Program: Murchison Mallard Park, Pflugerville, TX
Page 11

If this proposal meets with your approval, please sign below, and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company

Agreed & Accepted

CITY OF PFLUGERVILLE

Bryan Mask, RLA, ASLA
Regional Manager | Principal

By: _____

Name: _____

Title: _____

Date: _____

Ross Eubanks, PE, SE
Chief Revenue Officer | Principal

Attachment(s):

City of Pflugerville Basic Scope of Services,
Survey Exhibit B, TTL Proposal & Fees,
Halff Proposal, EEA Proposal,
Fee Sheets – Dunaway, Halff, EEA, Survey

TLL

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The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's current mailing address and telephone number are: 333 Guadalupe, Suite 2-350, Austin, Texas 78701; (512) 305-9000.

BASIC SCOPE OF SERVICES

The City of Pflugerville (“CITY”) is proposing to develop Murchison Mallard Park per the preliminary concept and scope provided and approved within the 2020 City of Pflugerville bond Prop B.

The work to be performed under this Professional Services Agreement by Dunaway Associates, LLC (“CONSULTANT”) will consist primarily of: an Alternatives Concept Study phase, Public Engagement phase assisting Vanir and the City, preparation of Plans, Specifications, and Estimate (“PS&E”), the preparation of Bidding Documents, and performing Construction Phase Services. The CITY will be represented by Vanir Construction Management, Inc. acting as the General Consultant (“GC”).

The following is a basic project scope. Project Specific Services will be added hereto or as an attachment to this document. Unless otherwise dictated by the CITY, the CONSULTANT’s Project Specific Scope shall meet or exceed the requirements of the Basic Scope. Where conflicts or contradictions arise between the Basic Scope of Services and the Project Specific Services, the CONSULTANT shall defer to the Project Specific Scope.

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT, GC and the CITY in an effort to expedite completion of the Alternatives Concept Study, PS&E, Bid Documents, and performance of Construction Phase Services.

Project Administration Services will include the following:

- 1.1 Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The CONSULTANT will not replace the designated Project Manager without the written approval of the CITY;
- 1.2 The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10th calendar day of each month;
- 1.3 Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.
- 1.4 Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision;
- 1.5 The CONSULTANT will handle administrative and coordination services related to subconsultants.
- 1.6 The CONSULTANT will submit to the CITY documentation of expected reimbursable expenses including but not limited to review and/or permit fees required by Authorities having Jurisdiction (AHJ).

Murchison Mallard Park

- 1.7 The CONSULTANT will submit to the CITY documentation of approvals and/or permits received from Authorities Having Jurisdiction. This documentation shall include proof of paid review and/or permitting fees for reimbursement.

Project Coordination Services will include the following:

- 1.8 The CONSULTANT will attend a Project Kick-Off Meeting with the CITY and the GC.
- 1.9 The CONSULTANT will meet with CITY and the GC monthly if required by the CITY.
- 1.10 The CONSULTANT will attend an Alternatives Concept Meeting with the CITY and the GC to present findings and recommendations included in the Alternatives Concept Study Report to be prepared by the CONSULTANT. The CONSULTANT shall submit the Alternatives Concept Study Report to the CITY a minimum of two (2) business days prior to the meeting.
- 1.11 The CONSULTANT will attend two (2) Public Engagement Meetings with the CITY and the GC. The CONSULTANT will assist the CITY and the GC in preparing a Community Survey prior to one or both meetings. At these meetings, the CONSULTANT will be prepared to present design concept(s), answer questions, and document public comments related to the design concept(s). Prior to the meeting, the CONSULTANT will provide a .pdf or similar digital exhibits as requested by the CITY for presentation purposes.
- 1.12 The CONSULTANT will attend Comment Resolution Meetings after the 30 percent, 60 percent, and 90 percent submittals to discuss review comments if required by the CITY. The CONSULTANT will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement.

2.0 ALTERNATIVES CONCEPT PHASE

Data Collection

- 2.1 The CONSULTANT will collect relevant data including but not limited to: project design criteria, Land Use information, Zoning information, relevant nearby private development information, previous park improvement plan(s), and water, sewer, and electric utility availability. This data will be compiled, documented, and included in the Alternatives Concept Study Report.

Alternatives Concept Study

- 2.2 The consultant will prepare an Alternatives Concept Study Report which outlines at least two (2) different design options for each project. Each design option will include an Opinion of Probable Cost. The Alternatives Concept Study Report will explain which factors contributed to design option decisions and the advantages and disadvantages of each option.

3.0 PROJECT DESIGN CRITERIA

The Project Design Criteria will be as follows:

- 3.1 All documents released, issued, or submitted by or for a registered design firm, including preliminary documents, must clearly indicate the firm name and registration number. Additionally, all completed documents submitted for final approval or issuance or a permit must bear the seal with signature and date adjacent thereto of a Professional licensed to practice in the State of Texas;

Murchison Mallard Park

- 3.2 The design standards to be used will include but not be limited to the City of Pflugerville Engineering Design Manual, City of Pflugerville Park Development Manual, City of Austin Drainage Criteria Manual, Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, and Texas Pollutant Discharge Elimination System (TPDES) Guidelines; and
- 3.3 Project specifications will be developed using the latest City of Pflugerville Technical Standards and Specifications and when needed, City of Austin Technical Standards and Specifications and/or the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

4.0 ENVIRONMENTAL SERVICES

This Service has been removed as requested by the City of Pflugerville.

Potential Environmental Services may include the following:

- 4.1 Advanced Consultation with the Texas Historical Commission requirements as needed;
- 4.2 Compliance with Construction Stormwater General Permit (TPDES);
- 4.3 Review of State and Federal Threatened and Endangered species;
- 4.4 Environmental Site Assessment as needed; and
- 4.5 Consultation and compliance review under Section 404 Clean Water Act.
- 4.6 Comply and/or coordinate with TxDOT as necessary

5.0 SURVEYING SERVICES

This Service has been moved to Additional Services, as requested by the City of Pflugerville.

The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor.

Surveying Services will include the following:

- 5.1 Using Travis County Appraisal District (TCAD) and Travis County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;
- 5.2 The CONSULTANT will prepare Right-of-Entry (ROE) agreements for adjacent landowners, obtain CITY signature on ROE agreements, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW). CITY will provide the outline of the agreement. The CONSULTANT will submit agreements to CITY for signature and the CONSULTANT will mail the signed agreements to the landowners via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CITY will be notified and the process will be escalated with assistance from the CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to the CITY;

Murchison Mallard Park

- 5.3 The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System surface coordinates and NAVD 88 vertical datum;
- 5.4 The CONSULTANT will research existing plats, ROW maps, deeds, easements and survey for fence corners, monuments, iron pins, etc., within the existing ROW and analyze to establish apparent existing ROW. Apparent ROW is defined as the existing ROW with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent ROW along with Travis County Appraisal District records of lot or property lines, land ownership, and addresses as publicly available through TCAD.
- 5.5 The CONSULTANT will perform a topographic survey of the site. Topography elements within the existing ROW, including but not limited to surface features such as pavement edges, concrete curb, driveways, sidewalks and ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mail boxes, etc.;
- 5.6 The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW;
- 5.7 The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways;
- 5.8 The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.);
- 5.9 The CONSULTANT will contact Texas One-Call to mark underground utilities and then survey the existing utilities as located;
- 5.10 The CONSULTANT will locate, identify and tag all trees with trunk diameter eight inches or greater, to include the trunk diameter, species and spread within the existing ROW per most current City of Pflugerville Tree Ordinance;
- 5.11 The CONSULTANT will locate all soil/rock borings as drilled and any environmental features;
- 5.12 The CONSULTANT will prepare in MicroStation V8 or V8i or Civil3D, 2D drawing files with an ASCII file, along with .tin and .dat files for the DTM model in GEOPAK; and
- 5.13 The CONSULTANT will prepare Survey Control layout sheets in 11"x17" tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery sketches detailing pertinent physical features, permanent and temporary Horizontal Control/Vertical Control Bench Marks (three point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.

6.0 GEOTECHNICAL ENGINEERING SERVICES

The CONSULTANT will obtain the services of a Geotechnical Engineer to perform Geotechnical Engineering Services for this project.

Geotechnical Engineering Services will include the following:

- 6.1 The CONSULTANT will perform soil/rock borings using the TxDOT Cone Penetrometer method and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.
- 6.2 Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations. Borings will be backfilled with excess soil cuttings and/or bentonite as required to meet regulatory requirements. Areas that contain solution features in the boring will be identified;
- 6.3 Prior to selecting locations for cores and borings, the CONSULTANT must conduct a brief visual condition survey. This information will be used to help determine test locations. The CONSULTANT will coordinate utility clearances in locating the borings;
- 6.4 The CONSULTANT will coordinate with CITY prior to performing any drilling activities;
- 6.5 Traffic control measures will be implemented during drilling activities that are anticipated to include partial or full lane closures with appropriate signage;
- 6.6 The CONSULTANT will characterize the subsurface soils in accordance with their physical and engineering characteristics. Soil testing will be performed according to the Pavement Design Standards in the CITY's Engineering Design Manual.
- 6.7 If high plasticity or unstable subgrade soils are encountered in the borings, the CONSULTANT will perform testing to determine the recommended amount of lime or cement required to treat or stabilize the subgrade soils for new pavement. Pavement design alternatives will consider whether or not to include subgrade stabilization and benefits for each;
- 6.8 The CONSULTANT will describe and assess the site and general soil conditions encountered;
- 6.9 The CONSULTANT will provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project;
- 6.10 The CONSULTANT will submit the results of the scope of work in a formalized Geotechnical Report prepared by a Professional Engineer licensed by the State of Texas.

7.0 DRAINAGE DESIGN SERVICES

This Service has been moved to Additional Services, as requested by the City of Pflugerville.

The tasks performed for the drainage design will include, but are not limited to the following:

- 7.1 The CONSULTANT will obtain current hydrologic and hydraulic as-built drawings, models, and associated data from the responsible government agencies;
- 7.2 The CONSULTANT will acquire current available 1-ft. LiDAR data for drainage area delineation and for model data supplementation;
- 7.3 The hydrologic and hydraulic analyses will be based on the City of Pflugerville's Engineering Design Manual including use of the latest Atlas-14 rainfall data;

- 7.4 The CONSULTANT will prepare a Hydrologic and Hydraulic Drainage Report. The report will include studies of offsite and onsite drainage and floodplain impacts and document the potential impacts associated with the Project. The intent of the report is to provide sufficient information for CITY reviewers to determine the acceptability of floodplain changes, verify additional data needs, confirm requirements for additional agency submittals (e.g. FEMA, USACE), and verify the preferred approach for culvert modifications and/or possible span bridge construction. The Hydrologic and Hydraulic Drainage Report must include the following:
- 7.5 Offsite and onsite watershed identification;
- 7.6 Existing conditions for the applicable creek crossings;
- 7.7 Proposed condition model results for culvert crossings;
- 7.8 Identification of assumptions;
- 7.9 Discussion of scour analysis performed; and
- 7.10 Discussion of potential channel modifications and flood mitigation needs.

8.0 STORM WATER MANAGEMENT PLAN

These services will be provided by the General Contractor.

The tasks performed for the Storm Water Management Plan will include, but are not limited to the following:

- 8.1 The CONSULTANT will develop a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;
- 8.2 The CONSULTANT will prepare SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include information presented in the WPAP and include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1"=50' double stacked;
- 8.3 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 8.4 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;
- 8.5 The CONSULTANT will prepare a Storm Water Pollution Prevention Plan (SW3P) and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction;

9.0 TREE PRESERVATION SERVICES

- 9.1 The tasks performed for the Tree Preservation will include, but are not limited to the following:

9.2 The CONSULTANT will develop a Tree Inventory Summary Table listing the tree ID, type and size; and

9.3 The CONSULTANT will develop Tree Protection Details.

10.0 SUBMITTAL REQUIREMENTS

Project Design Services Submittals will include the following:

10.1 Submittal and Review Meetings:

- a. 30, 60, 90 and 100 percent submittals will be required; and
- b. The CONSULTANT will attend 30, 60, and 90 percent submittal review meetings if required by the CITY. Comments and revisions will be incorporated into the deliverables for the next submittal.

10.2 30 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. For the schematic, provide two (2) roll-plots at a scale of 1"=50' submitted in 24" roll paper format, up to 6' long.
- b. The submittal must include the following:
 - i. 30 percent design level schematic roll-plot.
 - ii. Draft Geotechnical Report;
 - iii. Draft Hydrologic and Hydraulic Drainage Report;
 - iv. A list of Right-of-Way encroachments if needed;
 - v. Preliminary Opinion of Probable Construction Cost;
 - vi. Preliminary Construction Schedule; and
 - vii. Updated Project Design Schedule;

10.3 60 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets will be prepared and submitted in 11"x17" tabloid paper format;
- b. The submittal must include the following:
 - i. 60 percent plan sheets;
 - ii. Responses to 30 percent review comments;
 - iii. Updated Opinion of Probable Construction Cost;
 - iv. Updated Construction Schedule;
 - v. Updated Project Design Schedule;
 - vi. Final signed and sealed Geotechnical Report; and
 - vii. Final signed and sealed Hydrologic and Hydraulic Drainage Report;

10.4 90 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets must be prepared and submitted in 11"x17" tabloid paper format;

Murchison Mallard Park

- b. The submittal must include the following:
 - i. 90 percent plan sheets;
 - ii. Responses to 60 percent review comments;
 - iii. Updated Opinion of Probable Construction Cost;
 - iv. Updated Construction Schedule;
 - v. Updated Project Design Schedule;
 - vi. Draft Project Manual; and
 - vii. Draft Storm Water Pollution Prevention Plan for Construction;

10.5 100 Percent Submittal:

- a. The submittal must include the following:
 - i. Responses to 90 percent review comments;
 - ii. Two (2) original signed (electronic signatures allowed) and sealed 11"x17" tabloid paper sets of the Final Construction Plans;
 - iii. Two (2) original Project Manuals and Bid Documentation for advertisement and letting;
 - iv. Two (2) original Storm Water Pollution Prevention Plan for Construction; and
 - v. PDFs of the 100 percent submittal documents.

10.6 Authorities Having Jurisdiction Submittals:

- a. At appropriate project completion milestones, the CONSULTANT shall, upon concurrence by the CITY, submit appropriate project documents to Authorities Having Jurisdiction for permit and/or approval. The CONSULTANT will address and incorporate review comments.
- b. The CONSULTANT will submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).

11.0 BID PHASE SERVICES

Bid Phase Services will include the following:

- 11.1 The CONSULTANT will attend the Pre-Bid Meeting with the CITY and prospective bidders.
- 11.2 The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;
- 11.3 The CONSULTANT will attend the formal bid opening;
- 11.4 The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from the CITY; and
- 11.5 The CONSULTANT will furnish a set of Final Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor.

12.0 CONSTRUCTION PHASE SERVICES

Construction Phase Services will include the following:

- 12.1 The CONSULTANT will attend the Pre-Construction Meeting with the CITY and the awarded Contractor.
- 12.2 The CONSULTANT will provide a one-time staking of the Project control at 100-foot intervals and all inflection points. Limits of Right-of-Way and Easements will also be flagged;
- 12.3 The CONSULTANT shall provide the necessary number of control points/bench marks on the ground for the Project and confirm the horizontal and vertical control correspond with the design plans;
- 12.4 The CONSULTANT will attend monthly status meetings (as required by the City) at the Project location with the CITY and the Contractor.
- 12.5 The CONSULTANT will make periodic visits (as required) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. However, the CONSULTANT will report to the CITY any deficiencies in the work actually detected by the CONSULTANT;
- 12.6 The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. 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;
- 12.7 CITY will require the Contractor to submit to the CONSULTANT any necessary requests for additional information (RFI). The CONSULTANT will review and deliver to the CITY its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the Project. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract;
- 12.8 The CONSULTANT will receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified do substantially comply with the specifications. The CONSULTANT will also recommend to the CITY special inspection or testing when deemed necessary to ensure that materials, products, assemblages and equipment conform to the design concept and the specifications;
- 12.9 The CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor;

- 12.10 The CONSULTANT will perform with CITY representative(s) a final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist the CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work;
- 12.11 After completion of the work, and before final payment to the Contractor, it will be CITY responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The CONSULTANT, after receiving this information, will transfer the information to a set of "Record Drawings" or "As-Builts" for CITY's permanent file. The CONSULTANT will provide the As-Builts in PDF format;
- 12.12 The CONSULTANT will review and deliver to the CITY manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications provided by the Contractor;
- 12.13 The CONSULTANT will review and assist in the development at the request of the CITY, any changes, alterations or modifications to the Project that appear to be advisable and feasible and in the best interest of the CITY. The CONSULTANT must be cognizant that any such change may affect one or more of the various utilities and every effort will be made to avoid creating a conflict because of the change. It should be anticipated that there will be no more than four (4) modifications to the Project. Modifications deemed to be due to inconsistencies in the design documents will not be counted in the estimate number of modifications in the contract;
- 12.14 The CONSULTANT will field verify and develop a letter to certify the permanent BMPs or measures were constructed as designed. This will serve as the certification letter that will be submitted to the TCEQ Regional Office within 30 days of site completion; and
- 12.15 The CONSULTANT will provide inspection of potential karst/recharge features encountered during construction and determine if additional services (such as karst invertebrate habitat evaluation or biota surveys, or TCEQ feature discovery protocol) are required.

13.0 ADDITIONAL SERVICES

The following additional services will only be implemented if required and with prior approval from the CITY. If additional services not specified herein are determined necessary by the CITY, those services will be negotiated at that time and approved by the CITY prior to commencing work.

Traffic Control Services will include the following:

- 1.1 The CONSULTANT will prepare Advance Warning Sign Layouts as required depicting the overall project area including side streets. The sheets will locate the advance warning signs that will be in place throughout the construction process;



EXHIBIT “A”

Scope of Professional Services Murchison Park Improvements City of Pflugerville, Texas

General Scope

The purpose of the services proposed herein is to provide professional civil engineering design services necessary for the Murchison Park improvements for the City of Pflugerville, Texas. Halff Associates, Inc. (Engineer) will serve as a subconsultant to Dunaway Associates (Prime).

Engineer will perform the following tasks and services for Murchison Park:

- **Task 1:** Project Management (Base Service)
- **Task 2:** Hydrologic and Hydraulic Analysis (**Additional Service**)
- **Task 3:** Environmental Services (**Additional Service**)
- **Task 4:** Preliminary Design (Base Service)
- **Task 5:** Construction Documents (Base Service)
- **Task 6:** Permitting (Base Service)
- **Task 7:** Construction Phase Services (Base Service)

TASK 1: PROJECT MANAGEMENT (BASE SERVICE)

- Coordination - Engineer shall designate one Texas Registered Professional Engineer as the Project Manager responsible for Project management, coordination, and communications.
- Administration - Engineer will manage Project civil activities, direct the project team/staff, attend meetings with City staff and handle civil deliverables. Five (5) total meetings have been anticipated for City and design team coordination.
- Ensure timely delivery of all civil deliverables including electronic files and hard copies of all pertinent information.
- Perform Quality Control Quality Assurance reviews for preliminary and construction documents.

TASK 2: HYDROLOGIC AND HYDRAULIC ANALYSIS (ADDITIONAL SERVICE)

Floodplain Analysis- Engineer will utilize the best available hydrologic and hydraulic models obtained from the City of Pflugerville for Wilbarger Creek which utilize Atlas 14 rainfall data. Approximately 2,300 LF (Murchison/Mallard Pond Park) of Wilbarger Creek, which is a FEMA Zone A regulated floodplain, will be analyzed following FEMA standards and guidelines as well as standards associated with the City of Pflugerville Drainage Criteria Manual (2014).

Hydrology models will be reviewed and adjustments to the model will be made to incorporate the proposed development. The hydraulic analysis will utilize the best available models and will incorporate updated cross sections as necessary using ground topographic survey for the project area, provided by others through the proposed development.

It is anticipated that a no adverse impact will be expected by the City, therefore this scope assumes up to two (2) iterations to coordinate with the Landscape Architects to adjust proposed grading to achieve a no-adverse impact result. If a no-adverse impact analysis cannot be achieved to the satisfaction of the City, additional services will be requested from the client to ensure City floodplain standards and/or minimum FEMA standards are being met.

Engineer will perform the following services associated with this task:

- Utilize the existing Wilbarger Creek hydrologic and hydraulic models obtained from the City
- Develop existing condition baseline hydrologic and hydraulic models

- Assume two meetings to discuss the analysis and results
- Prepare a memorandum presenting floodplain study results

TASK 3: ENVIRONMENTAL SERVICES (ADDITIONAL SERVICE)

The U.S. Army Corps of Engineers (USACE) regulates under Section 404 of the Clean Water Act (Section 404) the placement of fill material in waters of the United States (WOTUS). Aquatic resources on the subject tracts may be considered WOTUS to the extent of the ordinary high-water mark (OHWM), and adjacent wetlands where present. The placement of fill material within WOTUS for construction of trails, access roads, parking lots, and/or other parks features will require a Section 404 permit from the USACE, likely *Nationwide Permit 42 – Recreational Facilities (NWP 42)*.

3.1 Wetland Delineation and Preliminary Jurisdictional Determination

Engineer proposes to perform on-the-ground delineation within the subject tracts to identify the limits of WOTUS, including wetlands, as defined in the United States Army Corps of Engineers (USACE) "Wetland Delineation Manual, Technical report Y-87-1" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)". This task includes the following:

- Employing GPS surveying techniques per USACE Fort Worth District operating procedures to delineate the limits of potential waters of the United States (WOTUS) and/or wetlands.
- Completion of wetland data forms and on-site photography for representative site features.
- Preparation of draft and final reports describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for any future permits. Geographic Information Systems (GIS) shapefiles of the field data collected shall be provided with the final report.
- Permitting Assessment memorandum - Engineer will evaluate preliminary design and calculate impacts to determine the appropriate permitting mechanism. If the proposed project does not trigger pre-construction notification under an applicable nationwide permit, this memorandum will serve as documentation of compliance with the Nationwide Permit Program and Regional/General Conditions. If proposed project impacts trigger pre-construction notification or a Standard Individual Permit, additional effort will be necessary to facilitate authorization of a Section 404 Permit for the project.

3.2 Threatened and Endangered Species Habitat Assessment

Engineer proposes to conduct a threatened and endangered species and habitat (T&E) assessment within full Project limits by performing literature review of federal- and state-listed threatened and endangered species for Travis County and evaluating the study area for suitable habitat for identified species. The investigation shall also include a search request from the Texas Natural Diversity Database (TXNDD). TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). Engineer will obtain official species information from United States Fish and Wildlife Service (US Fish & Wildlife) Information for Planning and Consultation (IPaC). The TXNDD and IPaC data are to support determinations of potential species occurrence for the site and provide specific information where available. Since an absence in the TXNDD data does not equate to absence of a species on the site, general observations during field visits shall also be utilized. Engineer will prepare a T & E effects determination for species potentially occurring within the study area which will include:

- Whether preferred habitat or designated critical habitat for any listed species is present within the project area
- Whether any listed species are likely to be present
- Whether the project affects or has the potential to affect federal-listed species.

3.3 Cultural Resources Coordination

Because the project is being developed by the City of Pflugerville, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires the Texas Historical Commission (THC) to review actions that have

the potential to impact archeological historic properties within the public domain. In addition, the proposed project may require authorization by U.S. Army Corps of Engineers Galveston District (USACE) pursuant to Section 404 of the Clean Water Act, thereby triggering compliance with Section 106 of the National Historic Preservation Act (Section 106). In order to enable the City to meet Antiquities Code of Texas and Section 106 requirements, Engineer will conduct an intensive archeological survey within the project area. The work will include the following tasks:

- **Antiquities Permit Application-** Background research will be performed to determine whether any archeological historic properties listed on or eligible for the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL) are documented within or adjacent to the project area and if any previous archeological surveys have been performed in the area. Background research will also include a review of local soil, geologic and land use data to evaluate the potential for buried and undisturbed archeological historic properties in the project area. An Antiquities Permit application will be prepared and submitted to the Texas Historical Commission (THC) for review along with a Research Design that summarizes the results of the background research and methodology developed for the field survey.
- **Archeological Survey-** Upon receipt of the Antiquities Permit number assigned to the project by the THC, an intensive archeological survey will be conducted within the proposed project footprint. The field survey will conform to the Council of Texas Archeologists Archeological Survey Standards for Texas and be conducted in portions of the project area that have not been previously surveyed. Shovel tests will be done on a judgmental basis and conducted where the project area exhibits potential to contain buried archaeological deposits.
- **Reporting-** Engineer will prepare and submit a draft report that summarizes the findings of the archeological survey. The report will provide recommendations regarding additional archeological work with appropriate justifications and conform to the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation. Following a period of City review and comment, the draft report will be submitted to USACE and THC for review. After addressing any agency comments, Engineer will submit a final report to the City, USACE and THC.
- **Curation-** Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs, and collected artifacts will be prepared for permanent curation at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

3.4 Section 404 Nationwide Permit Pre-Construction Notification

Engineer will prepare and submit pre-construction notification documents to the USACE for written verification that the proposed activities (repair/replacement of intake structure, temporary coffer dam around intake structure during construction, repair/replacement of the outfall pipe, and temporary construction access across the existing spillway) may proceed under the applicable nationwide permit (likely NWP 42). The contents of a pre-construction notification include:

- Name, address and telephone numbers of the prospective permittee
- Location of the proposed project
- A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure
- Delineation of waters of the United States
- Compensatory mitigation plan (Not anticipated but will be required for loss of aquatic resources greater than 0.10 acre), this task assumes a conceptual mitigation plan project impacts and debit calculations for purchase of mitigation bank credits. This task does not include the preparation of a permittee responsible mitigation plan
- Threatened and endangered species assessment
- Cultural resources assessment.

TASK 4: PRELIMINARY DESIGN (BASE SERVICE)

- Preliminary design for all civil site components
- Provide overall conceptual schematic to including preliminary paving, grading, utility and drainage design (no vertical elements)
- Provide overall project base map of existing and proposed drainage conditions
- Identify site opportunities and constraints related to civil design
- Preliminary opinion of probable costs (OPCC) relative to civil items

TASK 5: CONSTRUCTION DOCUMENTS (BASE SERVICE)

Preparation and design of the construction plans shall be in accordance with the City of Pflugerville Standard Specifications and Criteria. Anticipated construction plan deliverables based on the scope will be 60%, 90% & 100% (Bid) documents. This task of the scope of services is more specifically defined below:

- Paving and grading plan. Pavement design to be completed by the Prime and is excluded from Engineer's scope.
- On-site drainage design and delineation of existing and proposed drainage basins. Plans will include the H&H analysis results from Task 3. It is assumed detention or design of underground storm systems is anticipated as part of the Project.
- Traffic control and construction sequencing
- Erosion, sedimentation control and tree protection plan in conjunction with the site and drainage design (for the preparation of design drawings and associated details only)
- On-site utility design to 5' outside of any planned restroom facility.
- Preparation of Opinion of Probable Construction Cost (OPCC) for civil items of project
- Provide standard and special details for civil related items on the project
- Provide specifications including special provisions for civil related items

TASK 6: PERMITTING (BASE SERVICE)

NOTE: All required permitting, review and/or inspection fees are the responsibility of the City of Pflugerville or to be billed as a reimbursable expense.

6.1 City of Pflugerville Floodplain Development Permit

- Prepare and submit a City Floodplain Development Permit for the project
- Provide all documents necessary to secure approvals and permitting
- Address two rounds of City comments

6.2 City of Pflugerville Site Development Permit

- Assist Prime in preparation and submission of a City Site Development Permit for the project
- Address two rounds of City comments

TASK 7: CONSTRUCTION PHASE SERVICES (BASE SERVICE)

- Submittal and RFI Review: Review and provide written responses for contractor submittals and RFIs on civil related construction drawings and specifications prepared under this proposal.
- **Attend up to two (2) on-site meetings (including one (1) final walkthrough) as needed during construction.**
- Prepare Record Drawings for all Engineer prepared construction bid plans based on Contractor red lines.

NOTE: Field changes, change directives, change orders or any other changes related to this scope during construction of the Project initiated by the Client, without prior written consent of the Engineer, shall indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

Exclusions to Scope of Services

- Utility Coordination for relocations
- Facilitation of or attendance at public meetings
- FEMA coordination or CLOMR/LOMR application
- Water Quality analysis or design
- Permitting of any kind other than those described in the scope of services
- Environmental services beyond those described in the scope of services
- Construction Staking
- Preparation of record documents from contractors as-built drawings
- Revisions to drawings previously approved by the City and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
- Providing services other than those outlined in scope of services

ATTACHMENT B: FEE SCHEDULE

Compensation for all services shall be Time and Materials and paid to the Engineer for all services required for work stated under Tasks 1 through 9 above. An estimate of effort has been provided, if additional effort is required the Engineer shall first obtain formal approval from the Client before any additional effort is invoiced.

Labor rates for estimated effort are as follows:

Hourly Rate Table

Job Title	Hourly Rate
Project Manager/Sr. QC	\$ 236.00
Project Engineer III (PE)	\$ 193.00
Project Engineer I (PE)	\$ 130.00
Engineer in Training	\$ 118.00
CADD/GIS Tech I	\$ 85.00
Survey Manager (RPLS)	\$ 264.00
Survey/SUE Tech	\$ 134.00
Survey Crew (2-man)	\$ 187.00
Environmental Scientist Project Manager	\$ 210.00
Environmental Scientist II	\$ 135.00
Environmental Scientist I	\$ 90.00
Archeologist Principal Investigator	\$ 170.00
Field Archeologist	\$ 82.00
Administration	\$ 85.00



July 8, 2021

Client:
Tara Lindberg
Dunaway Associates
5702 Southwest Parkway
Building 2, Suite 250
Austin, TX 78735

Re: Proposal Letter for MEP Engineering Services
City of Pflugerville - Murchison Park

Dear Ms. Lindberg,

EEA Consulting Engineers is pleased to respond to your request for a fee proposal for MEP Engineering Services for the referenced project. This proposal incorporates all attachments (Attachments A-D).

PROJECT DESCRIPTION:

Based on our recent discussions, we understand that this project involves the MEP design for Murchison Park in Pflugerville, TX. Murchison Park is an existing park that is being expanded.

PROPOSED FEE:

We propose to perform the Basic Services on a lump sum fee basis, including reimbursable expenses, as follows:

Murchison Park:

\$8,120	Design
\$1,500	Cost Estimator Subcontractor
<u>\$4,210</u>	<u>Construction Phase Services</u>
\$13,830	Total

Engineering Services will be invoiced on a monthly basis as a percentage of project completion. Invoices shall be due and payable net 30 days. In the event the project is terminated or placed on Hold, we will submit a final invoice based on our percentage of project completion. This fee proposal is valid for 30 days from the date of this letter.

Austin
6615 Vaught Ranch Rd.
Suite 100
Austin, TX 78730
512.744.4400

San Antonio
227 N Loop 1604 E
Suite 150
San Antonio, TX 78258
210.995.9930

Albuquerque
4343 Pan American Frwy NE
Suite 239
Albuquerque, NM 87107
505.877.4499

www.eeace.com



PROJECT SCHEDULE:

We propose to follow the schedule submitted by the Client to complete the Basic Services design phase scope, commencing within two weeks of Authorization to Proceed and receipt of project information to be submitted by the Client. We are committed to working as a design team to accomplish this schedule.

We propose the following schedule to complete the Basic Services design phase scope, commencing within two weeks of Authorization to Proceed and receipt of project information to be submitted by the Client. We are committed to working as a design team to accomplish this schedule.

- 30% DD 4 weeks
- 60% CD 3 weeks
- 90% CD 3 weeks
- 100% CD 3 weeks

Should the agreed-upon schedule for either the design or construction phases slip more than 30 days, our fee may be subject to additional services costs.

ENGINEERING SCOPE OF WORK (“BASIC SERVICES”):

The scope of our services is to provide the engineering services set forth in this section, which shall be referred to as the “Basic Services.”

A. DESIGN PHASE:

- **General:**
 - Participate with the Landscape Architect, Owner, and other design team members during design development.
 - Attend an initial kick-off meeting and up to three construction document review meetings in Austin at 30% DD, 60% CD, and 90% CD. The 30% deliverable is intended to show device locations only. EEA shall submit documents to the Architect one day prior to these review meetings. Any changes made to the design after approval at these design review meetings may be subject to additional services fees.
 - Conduct a site visit to the existing facility for data gathering and verification of existing conditions if necessary.
 - EEA shall include general construction notes and equipment/material specifications on the plans. The drawings will contain keyed notes, component schedules and additional documentation to state the quality, type, and desired components of this project.
 - Prepare MEP Comcheck forms and energy conformance calculations for submittal for permit review.
 - Provide opinion of probable construction cost for plumbing and electrical scope.
 - Upon completion of the design, in accordance with the schedule, EEA shall deliver a set of electronic .pdf files of the bid documents to the Architect for bidding.

Murchison Park:

- Electrical:
 - Scope for this project includes the electrical design for new convenience receptacles in new areas. We assume all added site receptacles can be served from existing panels/services on site with minimal modification, such as adding additional circuit breakers to an existing panel. No additional lighting is anticipated at this time.
 - Design modifications to existing electrical power distribution and electric panel schedules, and system one-line diagram.
 - Produce construction documents showing electrical service and equipment locations for the project. Plans shall include circuiting, all relevant schedules, wiring diagrams, details, notes and specifications.
- Plumbing
 - It is our understanding that this project does not count with any plumbing scope.

B. CONSTRUCTION ADMINISTRATION PHASE:

- Review MEP submittals. Submittal reviews that require more than 2 resubmittals will be billed as Additional Services.
- Respond to contractor requests for information (RFI's).
- Perform one walk-thru at Substantial Completion, and a final walk-thru for review of progress. Site visits will commence when sufficient MEP work has been installed to warrant attendance. Any site visits in excess of this number shall be billed as Additional Services.
- Produce an MEP punchlist of construction deficiencies at the end of the project; EEA will not be responsible for verification that punchlist items have been completed. EEA's responsibility to provide basic services for the Construction Administration Phase under this Agreement terminates at the issuance to the Owner of the final punchlist.
- Upon completion of construction, create record drawings from contractor red-line mark-ups and deliver one (1) set of electronic drawing files and pertinent linked files. EEA will not be responsible for verification of the accuracy or completeness of the contractor's red-line mark ups.

ASSUMPTIONS/QUALIFICATIONS TO SERVICES:

- EEA will not attend bi-weekly meetings or construction phase kick-off meeting.
- EEA assumes, and by signing this proposal the Client certifies, that the project Owner has sufficient funds to cover the Engineering services offered in this proposal, and that payment for services rendered is not contingent on securing financing from an outside source. If this turns out not to be the case, the project will be subject to Additional Services fees.
- MEP Drawings will be prepared in AutoCAD. Plan drawings will be prepared utilizing CAD backgrounds provided in AutoCAD ".dwg" format by the Architect.
- Specifications, if furnished by others, will be furnished to EEA in Microsoft Word .doc format.
- The scope of Mechanical and Plumbing design services extends to 5' outside of the building. Site gas, water, sanitary sewer, storm drainage, etc. will be designed by others.
- Electrical, gas, city water, fire water, and sanitary sewer utilities currently exist in the building with sufficient capacity to support the new work, are documented in CAD format, and will be

made available to EEA. The work of this project will connect to these existing building systems without modification. If we find that existing infrastructure, such as electrical capacity, must be upgraded, this design work will be billed as Additional Services.

- Owner will furnish any and all relevant corporate design standards and Owner-furnished equipment specifications prior to EEA commencing work.
- This project will not be registered with the USGBC LEED rating program.
- One construction document package will be issued for this project. Individual phasing / fast-track document packages, and long-lead equipment prepurchase packages, will not be required.
- EEA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor for acts or omissions of the Contractor.
- EEA shall at all times have access to the Work wherever it is in preparation or progress.

EXCLUSIONS FROM SERVICES:

Items listed below are specifically excluded from our Services, but can be provided by EEA as an Additional Service per the attached fee schedule, Attachment "A":

- Attendance at a Expedited Permit Review meeting. Attendance at this meeting can be provided as an Additional Service upon request.
- Attendance at construction phase meetings.
- Participation in a project value engineering effort after the Design Development phase.
- Participation in Public Meetings.
- Participation in Schematic Design phase.
- MEP testing, start-up, or training.
- USGBC LEED project services.
- Basis of Design document.
- Specialty lighting, such as athletic courts or fields.
- Emergency power design.
- Design associated with relocation of utility lines.
- Lightning Protection.
- Protective device coordination and system short circuit calculations.
- Arc Flash calculations and labels for new panels.
- Specification of equipment and cabling and detail design of system wiring and interconnections for telecommunications systems, fire alarm systems, security systems, and data transfer systems.
- Fire sprinkler hydraulic calculations and fire protection piping design are to be performed by a separate Certified and Qualified Fire Protection Contractor.
- Structural engineering, civil engineering, site utility design, landscaping design, landscape irrigation.
- Asbestos surveying and abatement.
 - EEA has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
- Noise and vibration consultation.
- Reproduction of bid documents and advertising for bids.
- Procuring or paying for construction permits, inspections, etc.

COMPANY BRIEF

EEA Consulting Engineers is a Texas Corporation founded in 1977. For over forty years, EEA Consulting Engineers has been the Prime Firm and/or lead MEP engineer on public and private sector projects ranging from new construction to retrofit / renewal of existing systems. EEA offers MEP and process engineering services as well as commissioning and energy audit expertise for new and existing facilities across all market sectors. We are committed to long-term relationships with excellent clients and have established a reputation for attention to the client's needs. EEA has successfully completed projects worldwide in both prime and sub consultant roles and is licensed in all 50 United States. **EEA** is an **employee-owned company**, an Austin American Statesman **Top Workplace** and has been a Consulting Specifying Engineer magazine **MEP Giant** (top 100 MEP firms in the USA).

We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we may provide, please contact me.

Sincerely,



Lorenzo Gonzalez
Senior Project Manager
512.744.4453 direct
lorenzogonzalez@eeace.com



Mark Mikulin
Principal
512.744.4414 direct
markmikulin@eeace.com

cc:

Attachments



PROPOSAL ACCEPTANCE

July 8, 2021

Client:

Tara Lindberg
Dunaway Associates
5702 Southwest Parkway
Building 2, Suite 250
Austin, TX 78735

Re: Proposal Letter for MEP Engineering Services
City of Pflugerville - Murchison Park

Fee: Lump Sum as follows:

Murchison Park:

\$8,120	Design
\$1,500	Cost Estimator Subcontractor
<u>\$4,210</u>	<u>Construction Phase Services</u>
\$13,830	Total

Schedule:

- 30% DD 4 weeks
- 60% CD 3 weeks
- 90% CD 3 weeks
- 100% CD 3 weeks



This fee proposal is valid for 30 days from the date in the attached letter.

If you agree to the terms and conditions set forth in this letter and in Attachment "C", please sign below.

AGREED:

BY: _____
*Signature ** *Date*

Name *Title*

If invoices are to be directed to someone other than you, please provide necessary billing information below:

Name

Address *City, State, Zip*

Billing reference number

* By signing this agreement, Client's Representative asserts that he/she is authorized to bind Client to this agreement.




ATTACHMENT "A"

Standard Hourly Rates

MAY 2021

President / Chairman of the Board	\$275
Officer.....	\$250
Principal.....	\$200
Branch Manager/Director	\$180
Senior Project Manager/Engineer.....	\$180
Project Manager/Engineer	\$165
Engineer in Training / Graduate Engineer / BIM Manager.....	\$130
Senior Designer.....	\$115
Designer / Commissioning Technician	\$100
Marketing Manager.....	\$100
Junior Designer	\$80
Administrative Staff.....	\$65

ATTACHMENT "B"

		Development of Design Elements by Deliverable Stage				
Symbol Legend						
N = Narrative Form						
1 = Preliminary and Approximate						
2 = Dimensions based on actual equipment selections and distribution system sizing						
3 = Final dimensions, information, and detail appropriate for bidding and construction						
Design Elements	Project Milestone:	SD	50% DD	100% DD	50% CD	100% CD
MECHANICAL						
HVAC System Description		N	N	N		
Mechanical Equipment Locations/Sizes		1	1	2	3	3
Mechanical Ductwork and Piping Distribution Systems			1	2	3	3
Mechanical System One-Line Diagrams		1	1	2	2	3
Primary Mechanical Equipment Schedules		1	2	3	3	3
Secondary and Accessory Mechanical Equipment Schedules			1	2	2	3
Whole Building Energy Simulation (if requested)			1	2	2	3
Controls Diagrams and Points Lists				2	2	3
Mechanical Specifications				2	2	3
Mechanical Details					2	3
Controls Sequences of Operations					2	3
ELECTRICAL						
Electrical System Description		N	N	N		
Electrical Load Analysis		1	1	2	2	3
Electrical Equipment Room Locations/Sizes		1	1	2	3	3
Electrical System One-Line Diagrams		1	1	2	2	3
Electrical Site Plan (Power/Lighting/Data)			1	2	2	3
Electrical Lighting Plans			1	2	2	3
Electrical Power Plans			1	1	2	3
Electrical Special Systems Plans			1	1	2	3
Light Fixture Schedules				1	2	3
Electrical Panel Schedules					2	3
Electrical Details				1	2	3
Electrical Specifications				2	2	3
PLUMBING						
Plumbing System Descriptions		N	N	N		
Plumbing Equipment Locations/Sizes			1	2	2	3
Plumbing Distribution Systems			1	2	2	3
Plumbing Fixture Schedule			2	2	2	3
Plumbing Riser Diagrams					2	3
Plumbing Details					2	3
Plumbing Specifications				2	2	3



ATTACHMENT "C"

Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 Parties. This Agreement is made and entered into between Dunaway Associates ("Client") and EEA Consulting Engineers ("Engineer") for the following Project: Murchison Park.

1.2 Agreement. This Agreement consists of at least three parts: (1) the Proposal Letter for MEP Engineering Services, (2) the Standard Hourly Rates (Attachment A), and (3) these Terms and Conditions (Attachment D). This Agreement shall become effective upon its execution by Client or when Client provides written authorization to Engineer to begin its work.

1.3 Scope. Engineer will provide the Basic Services outlined in the Proposal Letter for MEP Engineering Services, and any Additional Services requested by Client and agreed to by Engineer. Unless agreed otherwise in a separate written instrument executed by both parties, any and all services performed by Engineer are subject to the terms and conditions of this Agreement.

1.4 Disclaimer of Warranties for Professional Services. The services provided by Engineer are purely professional services, the essence of which is the providing of advice, judgment, opinion, or similar professional skill. In performing these services, Engineer does not make any warranties, either express or implied, as to the quality of its services or of its drawings. Likewise, The Engineer's services are being performed for the Client's benefit only, and no individual or entity shall have any claims against the Engineer arising out of the performance or non-performance of the services described in this Agreement.

ARTICLE 2: DUTIES

2.1 Client's Budget. Engineer's evaluations of the Client's budget or estimates of the project cost, if any, represent Engineer's judgment as a design professional. It is recognized, however, that neither Engineer nor the Client has control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Engineer cannot, and does not, warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of project cost or evaluation prepared or agreed to by Engineer.

2.2 Review of the Work. If included as a Basic Service in the Proposal Letter for MEP Engineering Services, Engineer may visit the site to look for general conformance to the design intent during the construction phase. Engineer will not make continuous or exhaustive inspections of the quality or quantity of the work performed by Client's contractor; such inspections are the responsibility of others, typically that of the contractor or a third party building inspection service. The Engineer does not control or direct the Client's contractor, sub-contractors, or other consultants, and assumes no responsibility for the contractor's means and methods or for locating defects, errors, or omissions in construction or deviations from the Engineer's construction documents.

2.3. Standard of Care. Notwithstanding term or condition to the contrary, the sole standard governing the Engineer's performance shall be the "Standard of Care," which means that the Engineer shall perform its services in a manner consistent with the level of care and

skill ordinarily exercised by members of the MEP engineering profession practicing contemporaneously under similar conditions in the locality of the subject project.

2.4 Independent Contractor. In all cases, the Engineer shall be acting as an independent contractor, and no provision or obligation expressed or implied herein shall create an employment, agency, or fiduciary relationship between the Engineer and the Client.

ARTICLE 3: COMPENSATION FOR SERVICES

3.1 Payments. Engineer will invoice Client in accordance with this Agreement, and any Amendment(s) for services and reimbursables. Client agrees to promptly pay Engineer the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill on a monthly basis constitute a waiver of Client's payment obligations, nor a default under the terms and conditions of this Agreement.

3.2 Statements and Payment. Fees for professional services and reimbursable expenses will be invoiced to the Client based on the work completed. Client's failure to pay invoices within thirty (30) days from the date on the invoice shall be considered substantial nonperformance and shall be grounds for Engineer to terminate or suspend the Agreement. Additionally, balances past due longer than 30 days from the invoice date will accrue interest at the rate of 1.5% per month (18% per annum).

ARTICLE 4: TERMINATION OF SERVICES

4.1 Termination. Either Engineer or Client may terminate the Agreement upon ten (10) days' written notice to

the other Party, in which event Client shall pay Engineer for all services rendered and reimbursable expenses incurred before the date of termination.

ARTICLE 5: CLAIMS

5.1 LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISK AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, AND SUBCONSULTANTS TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF EXPRESS WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS **SHALL NOT EXCEED THE ENGINEER'S FEE PAID BY THE CLIENT.**

5.2 Claims for Consequential Damages. The Engineer and the Client mutually waive claims for consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement, including without limitation the following categories of damages: lost profits; loss of rental income; rental expenses; interest expenses; loss of financing; and damages caused by delay in providing the Engineer's services. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

5.3 Betterment. If, due to Engineer's error or omission, any required item or component of the project is omitted from Engineer's construction documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project, or otherwise adds value or betterment to the project. In no event will Engineer be responsible

for any cost or expense that provides additional value, betterment, upgrade, or enhancement of the project

5.4 Sole Recourse. The parties intend that Engineer's services shall not subject Engineer's individual employees, officers, or directors to any personal legal exposure. Therefore, notwithstanding anything in this Agreement to the contrary, Client agrees that any claim, demand, or suit shall be directed and/or asserted only against Engineer, a Texas corporation, and not against any of its employees, officers, or directors.

5.5 Waivers of Subrogation. The Client and Engineer waive all rights against each other, and any of Engineer's consultants, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Client as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 6: DISPUTE RESOLUTION

6.0 Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding

dispute resolution. As a condition precedent to submitting a request for mediation under this Section, the Client shall provide the Engineer with a Certificate of Merit that meets the requirements of Chapter 150 of the Texas Civil Practice and Remedies Code. Unless agreed otherwise by the Parties in writing, mediation shall take place in Travis County, Texas.

6.1 Binding Dispute Resolution. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any claim, dispute or other matter in question arising out of or related to this Agreement and/or the services provided by Engineer shall be subject to the following method of binding dispute resolution:

Litigation pursuant to Section 6.2 of this Agreement

6.2 Litigation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be decided by litigation in Travis County, Texas.

6.3 Joinder. Engineer will not be required to participate in any mediation, litigation, or other dispute resolution proceeding with any parties other than Client, without Engineer's express written consent.

6.4 Statute of Limitations. Any applicable statute of limitations shall commence to run, and any cause of action shall be deemed to have accrued on the date the drawings are sealed.

6.5 No Damages for Delay. Client specifically agrees that, while

Engineer agrees to employ reasonable efforts to accomplish its work in a timely manner, Engineer does not control the construction schedule and generally disclaims responsibility for it. Engineer shall in no way be liable for damages of any kind for delays in the construction of the project subject to the Agreement.

ARTICLE 7: CLIENTSHIP OF DOCUMENTS

7.1 Copyright and Use of Instruments of Service. Engineer shall be deemed the author and Owner of all drawings, specifications, computer files, electronic media (CAD/Revit), field data, notes, and other documents prepared by Engineer for the Project (“Instruments of Service”). Engineer shall retain all common law, statutory, and other reserved rights, including the copyright, in the Instruments of Service. By execution of this Agreement, the Engineer grants to the Client a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Upon completion of the services and payment in full of all monies due Engineer, Client may retain copies of all such documents. Such documents are not intended or represented to be suitable for reuse on extensions of the Project or on any other project, and Client’s use of these documents is subject to the release and indemnity in 7.3, below. Any reuse of such documents without written consent of Engineer for the specific purpose intended will be at Client’s sole risk and without liability or legal exposure to Engineer.

7.2 Publicity. Engineer shall be allowed reasonable access to the Project to photograph or otherwise document the completed work in place, and may include representations of the design, including photographs of the constructed work in its marketing materials.

7.3 Indemnification/Release of Drawings. IN THE EVENT THE CLIENT USES THE INSTRUMENTS OF SERVICE WITHOUT RETAINING THE ENGINEER, THE CLIENT RELEASES THE ENGINEER FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. THE CLIENT, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ENGINEER FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE (INCLUDING COUNSEL TO BE SELECTED AT ENGINEER’S SOLE AND EXCLUSIVE DISCRETION), RELATED TO CLAIMS AND CAUSES OF ACTION ASSERTED BY ANY THIRD PERSON OR ENTITY TO THE EXTENT SUCH COSTS AND EXPENSES ARISE IN ANY WAY FROM THE CLIENT’S USE OF THE INSTRUMENTS OF SERVICE UNDER THIS SECTION 7.3, REGARDLESS OF WHETHER BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE ENGINEER AND/OR ITS CONSULTANT(S).

7.4 NOTWITHSTANDING THE PROVISIONS IN SECTION 7.3, IN ACCORDANCE WITH TEXAS INSURANCE CODE SECTION 151.102, CLIENT SHALL NOT BE REQUIRED TO INDEMNIFY OR DEFEND THE ENGINEER FOR A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STAN-

DARD, OR RULE, OR THE BREACH OF CONTRACT OF THE ENGINEER. THE EXCEPTION IN THIS SECTION 7.4, HOWEVER, SHALL NOT APPLY TO A CLAIM FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CLIENT, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

ARTICLE 8: MISCELLANEOUS

8.1 Assignment. Except as otherwise provided by this Agreement, neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

8.2 Entire Agreement. The Agreement, including the exhibits, contains the entire agreement between Engineer and Client, and supersedes and controls over all prior written or oral understandings. The Agreement may be modified only by written document executed by both parties.

8.3 Client’s Representations. By signing, Client represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement. Client further represents that it has full legal Clientship of the property subject to the Project, and Client will notify Engineer in writing within five (5) days of any property Clientship changes. Client agrees that Engineer is not an agent for the Client, and neither Engineer nor Client owes a fiduciary duty to the other. To the extent that Engineer is relying upon documentation supplied to it by Client or the Client’s consultants, Engineer shall be entitled to rely upon the accuracy of those documents in preparing its drawings.



17215 Jones Maltsberger Rd.
Suite 101
San Antonio, TX 78247
210.888.6100
www.TTLUSA.com

June 28, 2021

Mrs. Tara Lindberg, PLA, ASLA, LEED AP
Discipline Lead II
Dunaway
118 Broadway, Suite 201
San Antonio, Texas 78205

T: 210.267.5246
C: 210.386.6348
E: TLindberg@dunaway.com

RE: Proposal for Geotechnical Services
Murchison-Mallard Park
Murchison Ridge Trail and Tranquility Lane
Pflugerville, Texas 78660
TTL Proposal No. P00210902026.00

Dear Mrs. Lindberg:

TTL, Inc. (TTL) is pleased to submit this Proposal to Dunaway Associates (Client) for Geotechnical Services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, schedule, fee, and authorization procedures.

1.0 PROJECT INFORMATION

Based on the information provided to us by Mrs. Tara Lindberg, PLA, ASLA, LEED AP with Dunaway Associates on June 23, 2021, we understand the following with regard to the proposed project.

Project Location	The project site is located on the east side of the intersection of Murchison Ridge Trail and Tranquility Lane in Pflugerville, Texas.
Proposed Development	Based on the plat developed by the City of Pflugerville, we understand that there are trail pavements within this park. Murchison-Mallard Park consists of approximately 35.9 acres of land.
Proposed Construction	The proposed development will consist of trail pavement. The pavements comprising the subdivision may consist of reinforced concrete pavement section.
Grading	Topographic information was not provided to TTL for the preparation of this proposal.

Local Geology	We reviewed the Geologic Atlas of Texas to determine the geologic setting of the project site and surrounding area. Our review indicated the project site is located over the Austin Chalk (Kau) of Cretaceous geologic age. The Austin Chalk formation generally consists of moderate to high plasticity clays overlying chalky limestone. The thickness of the clay above the chalky limestone varies but is generally shallow. The upper portion of the limestone is generally weathered, fractures, and very light brown to light yellow in color. The unweathered limestone is generally harder than the weathered limestone and is light to medium gray in color. The Austin Chalk is generally not known to contain voids or other cavities.
Existing Conditions	The site appears to be relatively undeveloped based on Google Earth aerial imagery.



Figure 1
Murchison-Mallard Park – Proposed Boring Locations

If any of the above information is not correct, please contact us so that we can make the necessary modifications to this document.

2.0 SCOPE OF SERVICES

Our services for this project will include geotechnical engineering services. Geotechnical services for this project will involve three (3) phases of work including 1) Field, 2) Laboratory, and 3) Geotechnical Engineering. The individual phases and components of these services are described in the following sections.

2.1 Field

2.1.1 Field Program

The field program for this project will involve the drilling and sampling of exploratory borings at selected locations across the project site. We will begin our field services by conducting a site reconnaissance to:

- Observe and document the surface conditions and topographic features on the site.
- Mark the planned boring locations by pacing distances and estimating right angles from existing landmarks or by using a hand-held Global Positioning System (GPS) unit.
- Adjust the boring locations as needed to avoid overhead or identified underground utilities or other surface or subsurface obstructions.

A total of three (3) soil borings will be drilled at this project site. The depths of the borings will be referenced below the ground surface at the time of our drilling operations. Surveying the boring locations for horizontal control or elevation is not included in our scope.

The proposed scope of geotechnical drilling and sampling is summarized in the table below.

Park	Approximate Acreage	Amenity	Number of Borings	Planned Boring Depths, feet
Murchison-Mallard Park	35.9	Trail Pavement	3	5

Our field exploration will include:

- Soil borings drilled using the TxDOT Cone Penetrometer method and straight flight auger or air-rotary drilling method.
- At least four (4) soil samples taken in the upper 10 feet and at 5-foot intervals thereafter until boring termination. Soil samples will be collected in general accordance with ASTM D1586 (SPT sampling) or ASTM D1587 (thin-walled Shelby tube).
- Our field technical representative will conduct various field tests on the recovered samples, classify the samples, and record the appropriate data on a field log. The

samples will be appropriately packaged to be transported to our laboratory for testing.

- The borings will be checked for the presence of subsurface water upon completion of drilling operations.
- The depth of any subsurface water encountered during drilling operations will be recorded. The borings will be backfilled promptly after completion of drilling operations and subsurface water observations.

If we encounter conditions that are unusual or possibly problematic for the project, we will contact you to discuss modification to the scope. At that time, we can adjust the exploration program to address specific needs dictated by the conditions encountered.

2.1.2 Access, Utility Clearance, and Site Restoration

Our budget and schedule are based on the following:

- Right of entry is granted to conduct the exploration and the project owner (or their authorized representative) will provide an awareness or location of any subsurface utilities existing in the project area.
- Field services can be performed during normal working hours (Monday through Friday, 7 am to 5 pm), although we may want to work other times at our discretion, if possible.
- We anticipate needing a truck-mounted drilling rig to access the boring locations.
- We will contact the Texas 811 service to have participating utility companies notified of the pending subsurface penetrations.
- Any private underground utilities that may be present (those not marked by the Texas 811 service) must be located and marked on the ground surface by the project owner (or their authorized representative), or a private utility locating company contracted by others prior to our exploration.
- We are not responsible for utilities that are not marked or are incorrectly marked.
- We will backfill all boreholes in accordance with State Regulations.
- Our Fee **does not** include services associated with accessing the site beyond contacting Texas 811.
- *TTL* will take reasonable efforts to reduce damage to the property that may result from site access by a heavy truck and erection of the drilling derrick. However, it should be understood that in the normal course of our work, some disturbance could occur. Please let us know if there are any restrictions or special requirements regarding this site prior to commencing work at the site.

2.2 Laboratory

The samples recovered during our field operations will be tested in our laboratory to determine index and engineering characteristics pertinent to this project. The laboratory tests will be

performed in accordance with applicable standards of ASTM and the geotechnical industry. Tests may include:

- Visual classification using the Unified Soil Classification System as a guide (ASTM D2487 and D2488).
- Soil moisture content (ASTM D2216).
- Atterberg Limits (ASTM D4318).
- Grain Size Analysis (ASTM D6913 or D1140).
- Soluble Sulfates (M4500-SO4 E).

Additional tests may be performed that are not listed above. In addition, not every sample collected in the field will be tested. All laboratory tests will be performed in general accordance with applicable ASTM standards.

2.3 Geotechnical Engineering

We will perform engineering analyses necessary for the development of geotechnical recommendations for this project. We will submit a geotechnical report as a PDF file by email. Using the field and laboratory data collected for this project, geotechnical engineering analyses will be performed to provide the following information:

- Information regarding site subsurface conditions, including:
 - Stratigraphy encountered in each of our borings.
 - Subsurface water conditions encountered during and after drilling operations.
- Earthwork recommendations for:
 - General site preparation.
 - Building pad preparation.
 - Pavement subgrade preparation.
- Applicable 2015 International Building Code Seismic Site Classification.
- Reinforced concrete pavement sections for Trail Pavement.
- Specifications for selection of general and select fill materials.
- Specifications for placement of general and select fill materials.
- General comments and applicable recommendations related to geotechnical conditions and foundation design or construction, including:
 - Temporary slopes and OSHA Soil Types.
 - Considerations for construction methods and sequences.
 - Potential difficulties that may be encountered during earthwork or foundation installation.
- An engineering report will be prepared by a Licensed Engineer in the State of Texas that will include the above information. The engineering report will also include:
 - A description of the drilling and sampling procedures.

- Boring location plan depicting the location of the borings drilled for this project.
- Boring logs with soil stratification and subsurface water levels (if applicable) during and after drilling.
- Summary of the laboratory data.

3.0 SCHEDULE

We will begin our exploration after receipt of signed authorization. We expect the following schedule for our services:

- Mobilize our site reconnaissance crew within one (1) to three (3) business days provided we are given access to the boring locations and that site and weather conditions are favorable.
- Mobilize equipment to the site and perform borings within one (1) week after completion of site reconnaissance activities provided site and weather conditions are favorable. Field activities are expected to take four (4) to five (5) days to complete.
- Complete laboratory testing within two (2) to three (3) weeks after completion of drilling operations.
- Submit the report within about three (3) to four (4) weeks after completion of drilling operations.

This schedule generally reflects the submittal of our report within about four (4) to five (5) weeks after authorization. We can provide preliminary verbal or email results and recommendations within one (1) week after completion of drilling operations.

4.0 COMPENSATION

For the services outlined in this Proposal, the Fee for our Services will be a lump sum:

- Option 1 – Kelly Lane Park Only..... \$5,240.00
- Option 2 – Murchison/Mallard Park Only..... \$4,750.00
- Option 3 – Kelly and Murchison Parks Together..... \$8,455.00

Please note our fee for Option-3 reflects spreading the costs of mobilization and field activities over both the Kelly Lane Park and Murchison/Mallard Park of this project. As a result, both the Kelly Lane Park and Murchison/Mallard Park field work must be accomplished at the same time to realize the cost savings achieved by performing all of the proposed work at the same time. Performing these components separately will result in higher field and mobilization costs than what is shown in this proposal.

Our Fee is based on the site being accessible to our truck-mounted drilling equipment. Our Fee does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing lawn, landscape, restoration of site, or underground utilities beyond contacting Texas 811. If such conditions are known to exist on the site, we should be notified so that we may adjust our scope of services and fee, if necessary.

We will obtain your authorization for additional services if changes in the scope of services are considered necessary based on encountered conditions or because of requests for additional services.

5.0 AUTHORIZATION

Our services will be in accordance with the terms and conditions outlined in the General Agreement for Consulting Services between Dunaway Associates and TTL. Please have an authorized representative sign below to formally authorize our services for this project.

6.0 CLOSING

We appreciate this opportunity to be of service. Please contact us at your convenience if you have questions or require additional information.

Respectfully submitted,

TTL, Inc.



Stephanie Johnson, E.I.T
Project Professional



Amit Bakane, P.E.
Senior Project Engineer
Geotechnical Services



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: _____ PROJECT NAME: _____

This Agreement made and entered into on _____ by and between TTL, Inc., hereinafter called "Consultant" and _____ hereinafter called "Client", is for the services described under this Agreement.

- 1. SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
- 3. CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
- 4. COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ _____ with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.

- 5. THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 6. LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF _____ OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby



created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.

- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant 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, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree

with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

- 16. **UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. **SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 18. **OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 19. **WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 20. **DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in _____. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 21. **GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of _____.
- 22. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
- 23. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
- 24. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: _____
CONTACT NAME: _____
TITLE: _____
ADDRESS: _____
CITY AND STATE: _____
OFFICE PHONE: _____
CELL PHONE: _____
EMAIL: _____

SIGNED: _____
DATE: _____

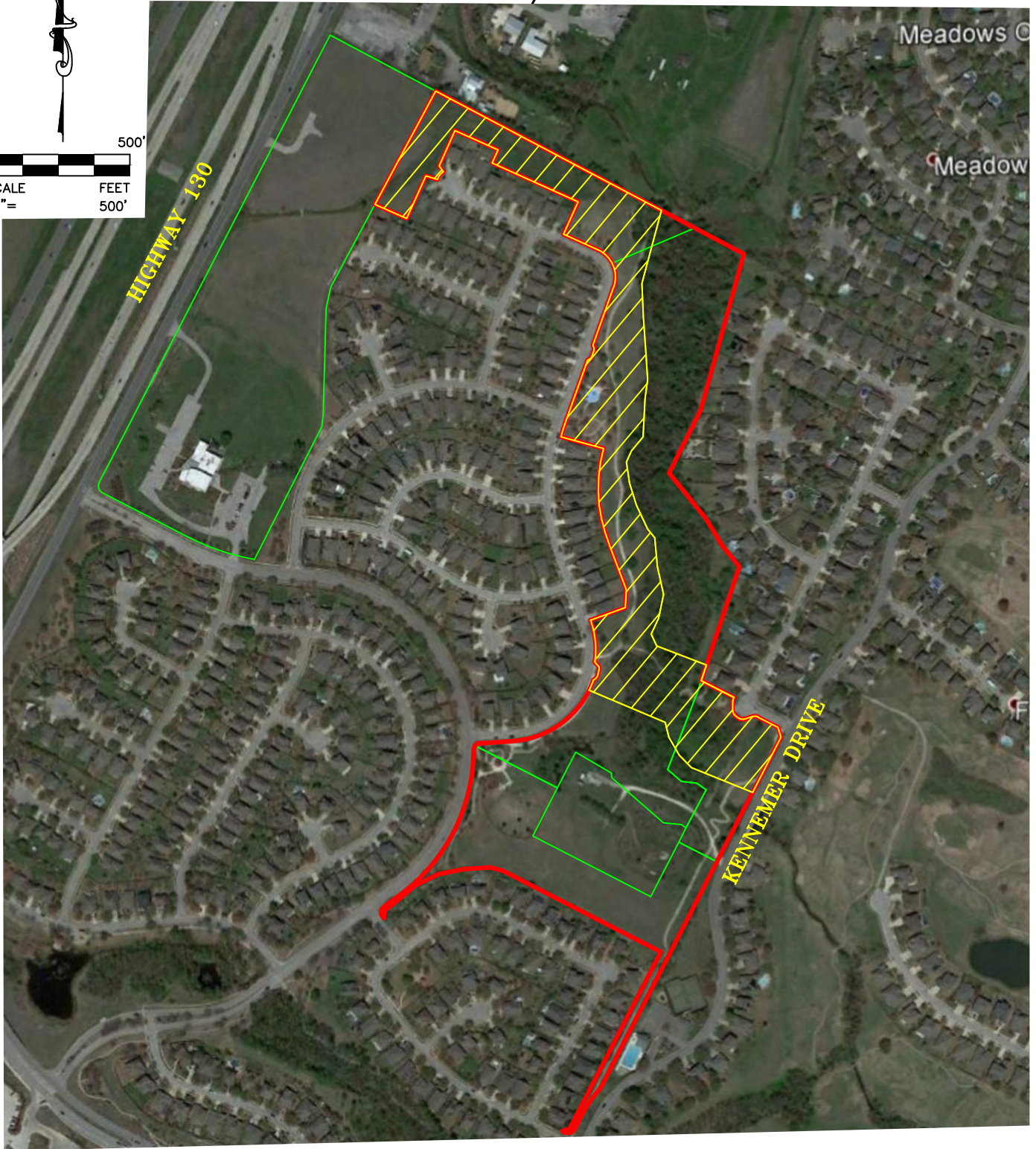
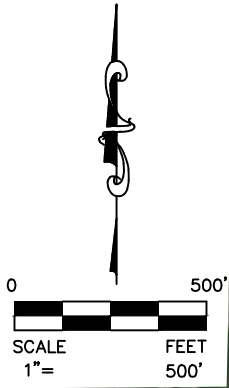
CONSULTANT

ENTITY NAME: TTL, Inc. _____
CONTACT NAME: _____
TITLE: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
OFFICE PHONE: _____
CELL PHONE: _____
EMAIL: _____

SIGNED: _____
DATE: _____



EXHIBIT "B" MURCHISON/MALLARD PARK



HATCHING = TOPOGRAPHIC SURVEY LIMITS



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121

FIRM REGISTRATION 10098100

DATE: JUNE 24, 2021

DUNAWAY JOB NO. P007396.001

Murchison Mallard Park - Dunaway PLA



CITY OF PFLUGERVILLE
BASIC SCOPE OF SERVICES

Enter Labor Categories in Row 9
Enter Labor Rates in Row 11
Enter Estimated Hours per Labor Category and Task in each applicable Column

EXAMPLE

PHASE	TASK DESCRIPTION	Project Manager	Engineer	Project Controls	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Total	Total Direct
		\$ 100.00	\$ 115.00	\$ 95.00	\$ 10.00	Enter Rate	Enter Rate	Enter Rate	Labor Hours	Labor Costs
6.10	The CONSULTANT will perform soil/rock borings using the TxDOT Cone Penetrometer method and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the CITY's Engineering Design Manual.	20.00	15.00	75.00	Enter Hours	Enter Hours	Enter Hours	Enter Hours	110.00	\$ 10,850.00
		1	2	3	4	5	6	7		

PHASE	TASK DESCRIPTION	Principal/Partner	Project Manager	Sr. Landscape Architect	Landscape Architect 1	Landscape Architect Intern	Intern	Administration	Total	Total Direct
		Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Labor Hours	Labor Costs
1.0	PROJECT ADMINISTRATION AND COORDINATION SERVICES: The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT, GC and the CITY in an effort to expedite completion of the Alternatives Concept Study, PS&E, Bid Documents, and performance of Construction Phase Services. Project Administration Services will include the following:	\$ 215.00	\$ 180.00	\$ 150.00	\$ 115.00	\$ 105.00	\$ 75.00	\$ 100.00	-	\$ -
1.10	Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The designated Project Manager will not be replaced without the written approval of the CITY.	-	1.00	-	-	-	-	-	1.00	\$ 180.00
1.20	The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10 th calendar day of each month.	-	3.00	-	-	-	-	-	3.00	\$ 540.00
1.30	Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.	-	3.00	-	-	-	-	-	3.00	\$ 540.00
1.40	Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision.	-	3.00	-	-	-	-	-	3.00	\$ 540.00
1.50	The CONSULTANT will handle administrative and coordination services related to subconsultants.	-	6.00	-	-	-	-	-	6.00	\$ 1,080.00
1.60	The CONSULTANT will submit to the CITY documentation of expected reimbursable expenses including but not limited to review and/or permit fees required by Authorities having Jurisdiction (AHJ).	-	2.00	-	-	-	-	-	2.00	\$ 360.00
1.70	The CONSULTANT will submit to the CITY documentation of approvals and/or permits received from Authorities Having Jurisdiction. This documentation shall include proof of paid review and/or permitting fees for reimbursement.	-	2.00	-	-	-	-	-	2.00	\$ 360.00
1.80	The CONSULTANT will attend a Project Kick-Off Meeting with the CITY and the GC. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.	-	2.00	-	-	-	-	-	2.00	\$ 360.00
1.90	The CONSULTANT will meet with CITY and the GC monthly if required by the CITY. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.	-	12.00	-	-	-	-	-	12.00	\$ 2,160.00
1.10	The CONSULTANT will attend an Alternatives Concept Meeting with the CITY and the GC to present findings and recommendations included in the Alternatives Concept Study Report to be prepared by the CONSULTANT. The CONSULTANT shall submit the Alternatives Concept Study Report to the CITY a minimum of two (2) business days prior to the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.	-	2.00	-	-	-	-	-	2.00	\$ 360.00
1.11	The CONSULTANT will attend two (2) Public Engagement Meetings with the CITY and the GC. The CONSULTANT will assist the CITY and the GC in preparing a Community Survey prior to one or both meetings. At these meetings, the CONSULTANT will be prepared to present design concept(s), answer questions, and document public comments related to the design concept(s). Prior to the meeting, the CONSULTANT will provide a .pdf or similar digital exhibits as requested by the CITY for presentation purposes. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.	-	6.00	-	4.00	-	-	-	10.00	\$ 1,540.00
1.12	The CONSULTANT will attend Comment Resolution Meetings after the 30 percent, 60 percent, and 90 percent submittals to discuss review comments if required by the CITY. The CONSULTANT will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.	-	6.00	-	-	-	-	-	6.00	\$ 1,080.00
	Task 1 Hours	-	48.00	-	4.00	-	-	-	52.00	\$ 9,100.00

				1	2	3	4	5	6	7		
				Principal/Partner Enter Rate Below (Row 11)	Project Manager Landscape Architecture Enter Rate Below (Row 11)	Sr. Landscape Architect Enter Rate Below (Row 11)	Landscape Architect 1 Enter Rate Below (Row 11)	Landscape Architect Intern Enter Rate Below (Row 11)	Intern Enter Rate Below (Row 11)	Administration Enter Rate Below (Row 11)	Total Labor Hours	Total Direct Labor Costs
8.0			STORM WATER MANAGEMENT PLAN: The tasks performed for the Storm Water Management Plan will include, but are not limited to the following:	\$ 215.00	\$ 180.00	\$ 150.00	\$ 115.00	\$ 105.00	\$ 75.00	\$ 100.00		
	8.10		The CONSULTANT will develop a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;									\$ -
	8.20		The CONSULTANT will prepare SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include information presented in the WPAP and include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1"=50' double stacked;									\$ -
	8.30		The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);									\$ -
	8.40		The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;									\$ -
	8.50		The CONSULTANT will prepare a Storm Water Pollution Prevention Plan (SW3P) and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction;									\$ -
Task 8 Hours												\$ -
Task 8 Estimated Labor Costs				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
9.0			TREE PRESERVATION SERVICES									
	9.10		The tasks performed for the Tree Preservation will include, but are not limited to the following:									\$ -
	9.20		The CONSULTANT will develop a Tree Inventory Summary Table listing the tree ID, type and size; and		1.00		6.00	12.00			19.00	\$ 2,130.00
	9.30		The CONSULTANT will develop Tree Protection Details.		1.00		4.00	4.00			9.00	\$ 1,060.00
Task 9 Hours					2.00		10.00	16.00			28.00	\$ 3,190.00
Task 9 Estimated Labor Costs				\$ -	\$ 360.00	\$ -	\$ 1,150.00	\$ 1,680.00	\$ -	\$ -		\$ 3,190.00
10.0			SUBMITTAL REQUIREMENTS: Project Design Services Submittals will include the following:									
	10.10		Submittal and Review Meetings:									
		a	30, 60, 90 and 100 percent submittals will be required; and									\$ -
		b	The CONSULTANT will attend 30, 60, and 90 percent submittal review meetings if required by the CITY. Comments and revisions will be incorporated into the deliverables for the next submittal. The CONSULTANT will prepare meeting minutes of each review meeting and submit to the CITY within three (3) business days after the meeting date.		8.00						8.00	\$ 1,440.00
	10.20		30 Percent Submittal:									
		a	Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. For the schematic, provide two (2) roll-plots at a scale of 1"=50' submitted in 24" roll paper format, up to 6' long.				2.00	4.00		1.00	7.00	\$ 750.00
		b	The submittal must include the following:									\$ -
		i	30 percent design level schematic roll-plot.		2.00		20.00	32.00		1.00	55.00	\$ 6,120.00
		ii	Draft Geotechnical Report;									\$ -
		iii	Draft Hydrologic and Hydraulic Drainage Report;									\$ -
		iv	A list of Right-of-Way encroachments if needed;									\$ -
		v	Preliminary Opinion of Probable Construction Cost;		2.00		4.00	8.00			14.00	\$ 1,660.00
		vi	Preliminary Construction Schedule; and		2.00						2.00	\$ 360.00
		vii	Updated Project Design Schedule;		2.00						2.00	\$ 360.00
	10.30		60 Percent Submittal:									
		a	Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets will be prepared and submitted in 11"x17" tabloid paper format;				2.00	2.00		1.00	5.00	\$ 540.00
		b	The submittal must include the following:									\$ -
		i	60 percent plan sheets;		2.00		18.00	40.00			60.00	\$ 6,630.00
		ii	Responses to 30 percent review comments;		2.00						2.00	\$ 360.00
		iii	Updated Opinion of Probable Construction Cost;		1.00		8.00	4.00			13.00	\$ 1,520.00

		1	2	3	4	5	6	7		
		Principal/Partner Enter Rate Below (Row 11)	Project Manager Landscape Architecture Enter Rate Below (Row 11)	Sr. Landscape Architect Enter Rate Below (Row 11)	Landscape Architect 1 Enter Rate Below (Row 11)	Landscape Architect Intern Enter Rate Below (Row 11)	Intern Enter Rate Below (Row 11)	Administration Enter Rate Below (Row 11)	Total	Total Direct
PHASE	TASK DESCRIPTION	\$ 215.00	\$ 180.00	\$ 150.00	\$ 115.00	\$ 105.00	\$ 75.00	\$ 100.00	Labor Hours	Labor Costs
12.30	The CONSULTANT shall provide the necessary number of control points/bench marks on the ground for the Project and confirm the horizontal and vertical control correspond with the design plans;								-	\$ -
12.40	The CONSULTANT will attend monthly status meetings (up to ___ meetings) at the Project location with the CITY and the Contractor. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting;		8.00						8.00	\$ 1,440.00
12.50	The CONSULTANT will make periodic visits (up to ___ visits) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. However, the CONSULTANT will report to the CITY any deficiencies in the work actually detected by the CONSULTANT;		4.00						4.00	\$ 720.00
12.60	The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. 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;		8.00						8.00	\$ 1,440.00
12.70	CITY will require the Contractor to submit to the CONSULTANT any necessary requests for additional information (RFI). The CONSULTANT will review and deliver to the CITY its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the Project. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract;		8.00						8.00	\$ 1,440.00
12.80	The CONSULTANT will receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified do substantially comply with the specifications. The CONSULTANT will also recommend to the CITY special inspection or testing when deemed necessary to ensure that materials, products, assemblages and equipment conform to the design concept and the specifications;		8.00						8.00	\$ 1,440.00
12.90	The CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor;		8.00						8.00	\$ 1,440.00
12.10	The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates;								-	\$ -
12.11	The CONSULTANT will perform with CITY representative(s) a final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist the CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work;		4.00						4.00	\$ 720.00
12.12	After completion of the work, and before final payment to the Contractor, it will be CITY responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The CONSULTANT, after receiving this information, will transfer the information to a set of "Record Drawings" or "As-Builts" for CITY's permanent file. The CONSULTANT will provide the As-Builts in PDF format;		1.00		4.00	4.00			9.00	\$ 1,060.00
12.13	The CONSULTANT will review and deliver to the CITY manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications provided by the Contractor;				2.00				2.00	\$ 230.00
12.14	The CONSULTANT will review and assist in the development at the request of the CITY, any changes, alterations or modifications to the Project that appear to be advisable and feasible and in the best interest of the CITY. The CONSULTANT must be cognizant that any such change may affect one or more of the various utilities and every effort will be made to avoid creating a conflict because of the change. It should be anticipated that there will be no more than four (4) modifications to the Project. Modifications deemed to be due to inconsistencies in the design documents will not be counted in the estimate number of modifications in the contract;		4.00						4.00	\$ 720.00
12.15	The CONSULTANT will field verify and develop a letter to certify the permanent BMPs or measures were constructed as designed. This will serve as the certification letter that will be submitted to the TCEQ Regional Office within 30 days of site completion; and		2.00						2.00	\$ 360.00
12.16	The CONSULTANT will provide inspection of potential karst/recharge features encountered during construction and determine if additional services (such as karst invertebrate habitat evaluation or biota surveys, or TCEQ feature discovery protocol) are required.		2.00						2.00	\$ 360.00
		Task 12 Hours			8.00	4.00			71.00	\$ 11,960.00
		Task 12 Estimated Labor Costs		\$ -	\$ 10,620.00	\$ -	\$ 920.00	\$ 420.00	\$ -	\$ 11,960.00

				1	2	3	4	5	6	7		
				Principal/Partner Enter Rate Below (Row 11)	Project Manager Landscape Architecture Enter Rate Below (Row 11)	Sr. Landscape Architect Enter Rate Below (Row 11)	Landscape Architect 1 Enter Rate Below (Row 11)	Landscape Architect Intern Enter Rate Below (Row 11)	Intern Enter Rate Below (Row 11)	Administration Enter Rate Below (Row 11)	Total Labor Hours	Total Direct Labor Costs
PHASE		TASK DESCRIPTION		\$ 215.00	\$ 180.00	\$ 150.00	\$ 115.00	\$ 105.00	\$ 75.00	\$ 100.00		
13.24		The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;									-	\$ -
13.24		The CONSULTANT will design traffic signals for the intersections;									-	\$ -
13.25		The CONSULTANT will prepare Traffic Signal Design Layouts depicting existing utilities, permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detector loops or other detection systems, conduit ground boxes, power sources with distribution to signal service, communications connections, wiring diagrams, pavement markings, signal phasing plan, conduit and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals;									-	\$ -
13.26		The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and									-	\$ -
13.27		The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.									-	\$ -
13.28		The CONSULTANT will prepare for three (3) public meetings on the project, to be held upon approval by City of Pflugerville;									-	\$ -
13.29		The CONSULTANT will prepare meeting handouts, agendas, name tags, sign-in sheets, comment cards, a Powerpoint presentation and speech/speaking points if necessary. The CONSULTANT will obtain CITY's approval on all materials prior to production or publication;									-	\$ -
13.20		The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials;									-	\$ -
13.31		One (1) round of comments/revisions will be completed on all public meetings materials;									-	\$ -
13.32		The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to perform registration, make presentations, and answer questions;									-	\$ -
13.33		The CONSULTANT will compile and prepare a public meeting summary report for each meeting; and									-	\$ -
13.34		The CONSULTANT will compile and prepare responses to comments at the public meetings for incorporation into the public meeting summary reports.									-	\$ -
Task 13 Hours											-	-
Task 13 Estimated Labor Costs				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total Hours				-	183.00	-	146.00	186.00	-	7.00	522.00	69,960.00
Total Labor Costs				\$ -	\$ 32,940.00	\$ -	\$ 16,790.00	\$ 19,530.00	\$ -	\$ 700.00		\$ 69,960.00

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total	Total Direct
PHASE	TASK DESCRIPTION	Half Project Manager Enter Rate Below (Row 11)	Half Proj Eng II (PE) Enter Rate Below (Row 11)	Half Proj Eng I (Pa) Enter Rate Below (Row 11)	Half EIT Enter Rate Below (Row 11)	Half CAD/TECH Enter Rate Below (Row 11)	Half Survey Mgr (RPS) Enter Rate Below (Row 11)	Half SUE/Survey/Tech Enter Rate Below (Row 11)	Half Survey Crew (2 men) Enter Rate Below (Row 11)	Half EHV Service Mgr Enter Rate Below (Row 11)	Half EHV Scientist II Enter Rate Below (Row 11)	Half EHV Scientist I Enter Rate Below (Row 11)	Half Arch Investigator Enter Rate Below (Row 11)	Half Field Arch Enter Rate Below (Row 11)	Half Admin Enter Rate Below (Row 11)	Labor Hours	Labor Costs
		\$ 294.00	\$ 189.00	\$ 180.00	\$ 118.00	\$ 85.00	\$ 264.00	\$ 134.00	\$ 187.00	\$ 210.00	\$ 135.00	\$ 80.00	\$ 170.00	\$ 82.00	\$ 85.00		
	f	Analyze crash records and prepare a collision diagram from the crash reports showing crash experience by type, location, direction of movement, severity, weather, time of day and date.															
	g	Prepare a site map of the intersection to document existing traffic and geometric conditions.															
	h	Analyze all collected traffic count data and geometric data to perform signal warrant analysis based on the latest version of the TMAUTCD.															
	13.32	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary sheet(s).															
	13.34	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.															
	13.34	The CONSULTANT will design traffic signals for the intersection.															
	13.35	The CONSULTANT will prepare Traffic Signal Design Layouts depicting existing utilities, permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detector loops or other detection systems, conduit ground boxes, power sources with distribution to signal service, communications connections, wiring diagrams, pavement markings, signal phasing plan, tendon and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals.															
	13.36	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary sheet(s) and															
	13.37	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.															
	13.38	The CONSULTANT will prepare for three (3) public meetings on the project, to be held upon approval by City of Pflugerville.															
	13.39	The CONSULTANT will prepare meeting handouts, agendas, name tags, sign-in sheets, comment cards, a Powerpoint presentation and speech/speaking points if necessary. The CONSULTANT will obtain CITY's approval on all materials prior to production or publication.															
	13.39	The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials.															
	13.39	One (1) round of comments/revisions will be completed on all public meeting materials.															
	13.39	The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to perform registration, make presentations, and answer questions.															
	13.39	The CONSULTANT will compile and prepare a public meeting summary report for each meeting, and															
	13.34	The CONSULTANT will compile and prepare responses to comments at the public meetings for incorporation into the public meeting summary reports.															
		Task 13 Hours															
		Task 13 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Hours	30.00	82.00	25.00	235.00	55.00	-	-	21.00	136.00	116.00	58.00	44.00	6.00	808.00	105,749.00
		Total Labor Costs	\$ 7,080.00	\$ 15,826.00	\$ 3,250.00	\$ 27,730.00	\$ 4,675.00	\$ -	\$ -	\$ 4,410.00	\$ 18,360.00	\$ 10,440.00	\$ 9,860.00	\$ 3,608.00	\$ 510.00	\$ 105,749.00	\$ 39,055.00

Murchison Mallard Park - EEA

#	TASK DESCRIPTION	Project Manager	Engineer	Project Controls	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Total	Total Direct	
		Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)	Enter Rate Below (row 1)
1	The CONSULTANT will perform soil/rock borings using the TSDOT Cone Penetration method and conventional auger or air rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.	300.00	155.00	95.00	30.00															
5		13,893.00																	110.00	10,850.00
PHASE	TASK DESCRIPTION	Senior PM	EIT	Principal	Subcontractor	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Enter Labor Category Here	Total Labor Hours	Total Direct Labor Costs	
1.0	PROJECT ADMINISTRATION AND COORDINATION SERVICES: The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT, GC and the CITY in an effort to expedite completion of the Alternatives Concept Study, PS&E, Bld Documents, and performance of Construction Phase Services. Project Administration Services will include the following:	180.00	180.00	200.00	100.00															
1.10	Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The designated Project Manager will not be replaced without the written approval of the City.																			\$ -
1.20	The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10 th calendar day of each month.																			\$ -
1.30	Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.																			\$ -
1.40	Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision.																			\$ -
1.50	The CONSULTANT will handle administrative and coordination services related to subconsultants.																			\$ -
1.60	The CONSULTANT will submit to the CITY documentation of expected reimbursable expenses including but not limited to review and/or permit fees required by Authorities Having Jurisdiction (AHJ).																			\$ -
1.70	The CONSULTANT will submit to the CITY documentation of approvals and/or permits received from Authorities Having Jurisdiction. This documentation shall include proof of paid review and/or permitting fees for reimbursement.																			\$ -
1.80	The CONSULTANT will attend a Project Kick-Off Meeting with the CITY and the GC. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.																			\$ -
1.90	The CONSULTANT will meet with CITY and the GC monthly if required by the CITY. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.																			\$ -
1.10	The CONSULTANT will attend an Alternatives Concept Meeting with the CITY and the GC to present findings and recommendations included in the Alternatives Concept Study Report to be prepared by the CONSULTANT. The CONSULTANT shall submit the Alternatives Concept Study Report to the CITY a minimum of two (2) business days prior to the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.																			\$ -
1.11	The CONSULTANT will attend two (2) Public Engagement Meetings with the CITY and the GC. The CONSULTANT will assist the CITY and the GC in preparing a Community Survey prior to one or both meetings. At these meetings, the CONSULTANT will be prepared to present design concept(s), answer questions, and document public comments related to the design concept(s). Prior to the meeting, the CONSULTANT will provide a pdf or similar digital exhibits as requested by the CITY for presentation purposes. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.																			\$ -
1.12	The CONSULTANT will attend Comment Resolution Meetings after the 50 percent, 60 percent, and 90 percent submittals to discuss review comments if required by the CITY. The CONSULTANT will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.																			\$ -
	Task 1 Hours																			\$ -
	Task 1 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
2.0	ALTERNATIVES CONCEPT PHASE:																			
2.10	Data Collection: The CONSULTANT will collect relevant data including but not limited to: project design criteria, Land Use information, zoning information, relevant nearby private development information, previous park improvement plan(s), and water, sewer, and electric utility availability. This data will be compiled, documented, and included in the Alternatives Concept Study Report.																			\$ -
2.20	Alternatives Concept Study: The CONSULTANT will prepare an Alternatives Concept Study Report which outlines at least two (2) different design options for each project. Each design option will include an Opinion of Probable Cost. The Alternatives Concept Study Report will explain which factors contributed to design option decisions and the advantages and disadvantages of each option.																			\$ -
	Task 2 Hours																			\$ -
	Task 2 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
		13,830.00																
PHASE	TASK DESCRIPTION	Senior PM	EIT	Principal	Subcontractor	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Enter Labor Category	Total	Total Direct
		Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Enter Rate Below (Now 11)	Labor Hours	Labor Costs
13.16	The CONSULTANT will prepare proposed signing layouts, and proposed pavement marking and delineation layouts on the same sheets at a scale of 1"=50'. The layouts will identify the various types of proposed signing, striping, and delineation. Signing and striping will be in accordance with the latest version of the TMUTCD or applicable City of Pflugerville, City of Austin and/or TxDOT standards.	\$ 180.00	\$ 130.00	\$ 200.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13.17	The CONSULTANT will assign a unique number to each sign that will relate that sign to the sign summary sheet.																	\$ -
13.18	The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate.																	\$ -
13.19	The CONSULTANT will prepare special sign panel details as needed.																	\$ -
13.20	The CONSULTANT will prepare the Summary of Small Signs table utilizing the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards. No large guide signs are anticipated.																	\$ -
13.21	The CONSULTANT will perform a Traffic Signal Warrant Analysis (TSWA) for the intersections, as needed. The TSWA will be conducted based on the guidelines established in the most recent TMUTCD and will include the following:																	\$ -
a	Collect daily traffic volume (Twenty four (24) hour traffic volumes for a continuous twenty four (24) hour period along each approach of the intersection during a typical Tuesday, Wednesday, or Thursday when school is in session.																	\$ -
b	Collect peak hour (seven (7) to nine (9) AM and four (4) to six (6) PM) turning movement counts at the intersection during a typical Tuesday, Wednesday, or Thursday when school is in session.																	\$ -
c	Collect crash records for the study intersection during the most recent twelve (12) month period.																	\$ -
d	Perform a site inspection at the intersection to record existing traffic characteristics observed in the field. The field work may include taking measurements, document the existing conditions including roadway geometry, signing, striping, speed limits and taking digital photographs of the intersections.																	\$ -
e	Prepare an existing condition diagram showing details from the site inspection and field work mentioned above.																	\$ -
f	Analyze crash records and prepare a collision diagram from the crash reports showing crash experience by type, location, direction of movement, severity, weather, time of day and date.																	\$ -
g	Prepare a site map of the intersection to document existing traffic and geometric conditions; and																	\$ -
h	Analyze all collected traffic count data and geometric data to perform signal warrant analysis based on the latest version of the TMUTCD.																	\$ -
13.22	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s).																	\$ -
13.24	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.																	\$ -
13.24	The CONSULTANT will design traffic signals for the intersections.																	\$ -
13.25	The CONSULTANT will prepare Traffic Signal Design Layouts depicting existing utilities, permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detector loops or other detection systems, conduit ground boxes, power sources with distribution to signal service, communications connections, wiring diagrams, pavement markings, signal phasing plan, conduit and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals.																	\$ -
13.26	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and																	\$ -
13.27	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.																	\$ -
13.28	The CONSULTANT will prepare for three (3) public meetings on the project, to be held upon approval by City of Pflugerville.																	\$ -
13.29	The CONSULTANT will prepare meeting handouts, agendas, name tags, sign-in sheets, comment cards, a Powerpoint presentation and speech/speaking points if necessary. The CONSULTANT will obtain CITY's approval on all materials prior to production or publication.																	\$ -
13.30	The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials.																	\$ -
13.31	One (1) round of comments/revisions will be completed on all public meetings materials.																	\$ -
13.32	The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to perform registration, make presentations, and answer questions.																	\$ -
13.33	The CONSULTANT will compile and prepare a public meeting summary report for each meeting; and																	\$ -
13.34	The CONSULTANT will compile and prepare responses to comments at the public meetings for incorporation into the public meeting summary reports.																	\$ -
	Task 13 Hours																	\$ -
	Task 13 Estimated Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Total Hours	38.50	40.00	1.00	15.00												94.50	13,830.00
	Total Labor Costs	\$ 6,930.00	\$ 5,200.00	\$ 200.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 13,830.00

Murchison Mallard Park - Survey Fees

			1	2	3	4	5	6		
PHASE	TASK DESCRIPTION		Sr. Discipline Lead / RPLS	Sr. Survey Technician	Survey Party Chief II	Survey Field Assistant I	Line of Business Coordinator	Enter Labor Category Here	Total	Total Direct
			Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)	Enter Rate Below (Row 11)		
			\$ 185.00	\$ 105.00	\$ 145.00	\$ 70.00	\$ 100.00	\$ -	Labor Hours	Labor Costs
5.0		SURVEYING SERVICES: The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. Surveying Services will include the following:								
5.10		Using Travis County Appraisal District (TCAD) and Travis County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;		2.00					2.00	\$ 210.00
5.20		The CONSULTANT will prepare Right-of-Entry (ROE) agreements for adjacent landowners, obtain CITY signature on ROE agreements, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW). CITY will provide the outline of the agreement. The CONSULTANT will submit agreements to CITY for signature and the CONSULTANT will mail the signed agreements to the landowners via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CITY will be notified and the process will be escalated with assistance from the CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to the CITY;					5.00		5.00	\$ 500.00
5.30		The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System surface coordinates and NAVD 88 vertical datum;	1.00	1.00	3.00	3.00			8.00	\$ 935.00
5.40		The CONSULTANT will research existing plats, ROW maps, deeds, easements and survey for fence corners, monuments, iron pins, etc., within the existing ROW and analyze to establish apparent existing ROW. Apparent ROW is defined as the existing ROW with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent ROW along with Travis County Appraisal District records of lot or property lines, land ownership, and addresses as publicly available through TCAD.	1.00	10.00	8.00	8.00			27.00	\$ 2,955.00
5.50		The CONSULTANT will perform a topographic survey of the site. Topography elements within the existing ROW, including but not limited to surface features such as pavement edges, concrete curb, driveways, sidewalks and ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mail boxes, etc.;	1.00	8.00	18.00	18.00			45.00	\$ 4,895.00
5.60		The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW;		2.00	5.00	5.00			12.00	\$ 1,285.00
5.70		The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways;		1.00	2.00	2.00			5.00	\$ 535.00
5.80		The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.);		2.00	5.00	5.00			12.00	\$ 1,285.00
5.90		The CONSULTANT will contact Texas One-Call to mark underground utilities and then survey the existing utilities as located;		2.00	5.00	5.00			12.00	\$ 1,285.00
5.10		The CONSULTANT will locate, identify and tag all trees with trunk diameter eight inches or greater, to include the trunk diameter, species and spread within the existing ROW per most current City of Pflugerville Tree Ordinance;	1.00	8.00	12.00	12.00			33.00	\$ 3,605.00
5.11		The CONSULTANT will locate all soil/rock borings as drilled and any environmental features;		1.00	1.00	1.00			3.00	\$ 320.00
5.12		The CONSULTANT will prepare in MicroStation V8 or V8i or Civil3D, 2D drawing files with an ASCII file, along with .tin and .dat files for the DTM model in GEOPAK; and		2.00					2.00	\$ 210.00
5.13		The CONSULTANT will prepare Survey Control layout sheets in 11"x17" tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery sketches detailing pertinent physical features, permanent and temporary Horizontal Control/Vertical Control Bench Marks (three point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.	1.00	5.00					6.00	\$ 710.00
Task 5 Hours			5.00	44.00	59.00	59.00	5.00		172.00	\$ 18,730.00
Task 5 Estimated Labor Costs			\$ 925.00	\$ 4,620.00	\$ 8,555.00	\$ 4,130.00	\$ 500.00	\$ -		\$ 18,730.00

