PROFESSIONAL SERVICES AGREEMENT
FOR
WILBARGER CREEK PARK – PHASE 2

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 studio16:19, 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 *"ATTACHMENT A – Basic Scope of Services* & *ATTACHMENT B – Project Specific Services"* 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 Four Hundred, Ninety-nine Thousand, Seven Hundred, Fifty-one Dollars ($499,751.00) as total compensation, to be paid to Consultant as further detailed in "*ATTACHMENT C - Fee Summary for Professional Services."*

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:	studio 16:19, LLC Attn: Brent A. Baker, P.L.A. Managing Principal 305 W. Liberty, Suite 100 Round Rock, TX 78664

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 "*Wilbarger Creek Park – Phase 2*" 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: Premises/Operations Products/ Completed Operations Independent Contractors Personal Injury Contractual Liability	1,000,000 per occurrence, 2,000,000 general aggregate Or 2,000,000 combined single coverage limit	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage City to be provided a waiver of subrogation City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
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 (civil/survey/H&H/environmental); Beinenstock (nature play); CasaBella Architect (constructability review); Gessner Engineering (structural/geotechnical services); WGI (electrical engineering) and Contour Collective (accessibility review). 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:

ATTACHMENT A – "Basic Scope of Services"; ATTACHMENT B – "Project Specific Services"; ATTACHMENT C – "Fee Summary for Professional Services"; ATTACHMENT D – "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		**STUDIO 16:19, LLC**	
(Signature)		*(Signature)*	
Printed Name:	Sereniah Breland	Printed Name:	Brent A. Baker
Title:	City Manager	Title:	Managing Principal
Date:		Date:	07/16/2021

APPROVED AS TO FORM:

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

ATTACHMENT A - BASIC SCOPE OF SERVICES

The City of Pflugerville ("CITY") is proposing to develop Wilbarger Creek Park – Phase 2 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 studio16:19, 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 Attachment A 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).

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. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting;

1.9 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 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.

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;

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

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

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;

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

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

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. The CONSULTANT will prepare meeting minutes of each review meeting and submit to the CITY within three (3) business days after the meeting date.

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. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting;

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. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting;

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 (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;

12.5 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;

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 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;

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;

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;

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;

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

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.

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.

Utility Coordination Services will include the following:

13.1 The CONSULTANT will gather utility location information using available records from known local utilities in the area as well as Texas One-Call locates provided by survey. The CONSULTANT will correlate the record information with utility features surveyed to determine any potential conflicts;

13.2 The CONSULTANT will attend one (1) independent utility coordination meeting with the CITY, and utility owners. Additional utility coordination meetings which will be combined with design review meetings/progress meetings shall be implemented. The CONSULTANT will provide technical assistance and prepare meeting exhibits (including cross-sections and reference files) for use by the CITY and utility owners;

13.3 The CONSULTANT will provide a Utility Tracking Report (matrix) at the 60 percent design phase submittal and an updated Utility Tracking Report at the 90 percent design phase submittal. The Utility Tracking Report will include the following information:

a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
b. Location of Conflict, identified by station and offset;
c. Type of Facility;
d. Expected clearance date;
e. Status;
f. Effect on construction; and
g. Type of adjustment required;

13.4 The CONSULTANT will review proposed utility alignments for additional conflicts, however, constructability and conformance to utility regulations is the responsibility of each utility owner;

13.5 The CONSULTANT will reference in proposed utility lines as background if electronic CAD files are provided and received prior to the submittal of final construction contract document plan sheets; and

13.6 The CONSULTANT will develop existing utility layouts.

Subsurface Utility Engineering (SUE) Services will include the following:

13.7 The CONSULTANT will obtain services of a SUE sub-consultant as required to perform a Level "B" SUE service. The Level "B" SUE will be performed per the standard of care guideline, *Standard Guideline for the Collection and Depiction of Existing Utility Data, ASCE/CI 38-02*.

a. As part of the Records Research effort the CONSULTANT will perform the following: Contact Texas One-Call and acquire records from all available utility owners including local municipalities (cities, counties, etc.);
    i. Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings; and
    ii. Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings;
b. As part of the Designating Effort the CONSULTANT will perform the following:
    i. Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. The CONSULTANT will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR). This scope of work includes mapping of the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, and

storm sewer. Unless specifically requested, utility service lines and irrigation lines are not included in this scope;

ii. Interpret the surface geophysics, and mark the indications of utilities with paint or pin flags on the ground surface for subsequent depiction on deliverable utility maps;

iii. Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities;

iv. Provide field sketch for survey of the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables. Review survey data of the existing utility designating marks and above ground utility appurtenances provided and record the data for subsequent depiction on the plan deliverables; and

v. The CONSULTANT will ensure that adequate traffic control is provided during this phase of the project;

Traffic Control Services will include the following:

13.8 The CONSULTANT will prepare a Traffic Control Plan (TCP), at a 1"=50' scale double stacked, a Detour Plan if required and a Sequence of Work Narrative. The Traffic Control Plan will be developed in accordance with the most recent version of the Texas Manual of Uniform Traffic Control devices (TMUTCD). The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items as required;

13.9 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;

13.10 The CONSULTANT will prepare TCP Typical Sections for each Phase of construction as required;

13.11 The CONSULTANT will prepare a Sequence of Work Narrative and submit to the CITY for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the proposed activities shown in the TCP;

13.12 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards as needed 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;

13.13 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and

13.14 The CONSULTANT will coordinate with the applicable joint bid utility companies to determine if their adjustments can be constructed according to the proposed construction sequence. If the joint bid utility adjustments cannot be constructed according to the proposed construction sequence, it will be the responsibility of the utility designer to develop any additional TCP components necessary for the proposed adjustments at the expense of the joint bid utility company.

Traffic, Signing and Pavement Marking Design will include the following:

13.15 The CONSULTANT will collect turning movement counts at the following intersections between the hours of 7am and 7pm on a Tuesday, Wednesday or Thursday when school is in session:
   a. _____

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;

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);

13.23 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.

Public Involvement Additional Services will include the following:

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.

ATTACHMENT B - PROJECT SPECIFIC SERVICES

1. ITEM A "City Services"
2. ITEM B "Planning, Landscape Architecture, & Engineering Service"
3. ITEM C "Work Schedule"
4. ITEM D "Fee Schedule"
5. ITEM E "Project Scope Limits"
6. ITEM F "Certificates of Insurance"

ITEM A

City of Pflugerville – Wilbarger Creek Park_PH2
CITY SERVICES

A.1. Information

The Client shall provide available data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Consultant shall be entitled to rely on the accuracy and completeness of information provided by the Client. Available data is including, but not limited to, ALL Project information, prior work/ studies, boundary surveys, tree surveys, AutoCAD base files, reports, and any other related items requested by the Consultant.

A.2 Budget

The Consultant shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Consultant as a part of the Scope of Services, opinions of probable construction costs are based on the Consultant's familiarity with the construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

A.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant Services.

A.4 Project Permit and Review Fees

Permit & Agency Review Fees are NOT included in Consultant Compensation. The Client shall reimburse ALL permit & agency review fees, if required, to secure jurisdictional approvals for the Project.

ITEM B

City of Pflugerville – Wilbarger Creek Park_Phase 2
PLANNING, LANDSCAPE ARCHITECTURE, & ENGINEERING SERVICES

This Agreement is by and between **studio 16:19, LLC**, (the "Consultant") and **City of Pflugerville, Texas** (the "Client"), and **Wilbarger Creek Park_Phase 2 – Pflugerville, TX** (the "Project") is the focus, and this agreement shall cover the project areas outlined below and supersedes all other agreements pertaining to this project, either written or oral.

B.1. Standard of Care

Landscape Architectural, Planning and Engineering Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of this Project.

B.2. Project Specific Scope of Services

Consultant Services to be provided under this Agreement are:

- In collaboration with the Client, the Consultant, along with its subconsultant collaborators, will provide landscape architecture, planning, and engineering services for the Project.
- The Consultant will utilize the scope of work and deliverables from the Consultant's prior engagement on Wilbarger Creek Park_PH1, including but not limited to:
    - *Highland Community Park – Preliminary Design Report (Dec 2015)*
    - *Wilbarger Creek Park_Phase 1 – Pricing Set for Dog Park (Jan 2019)*

  As well as the following potential scope items:
    - *Dog Park - small and large dog areas*
    - *Nature Play – playground areas*
    - *Nature Engagement - environmental education opportunity areas*
    - *Active Play – areas to allow active/ organized play*
    - *Pavilions – shaded gathering areas of respite*
    - *Trails/ Sidewalks – internal connectivity between PH1 & PH2*

- The Consultant will develop a Schematic Design/ Design Development (30% - 'Alternative Feasibility Study') and Final Design Package (60%, 90%, & 100% PS&E) for the final Scope items identified with in a refined Public Involvement Phase (by others) for the Project enhancements within the proposed Project limits. Refer to "Item E".

In conjunction with the performance of the foregoing Services, The Consultant shall provide the following tasks/ submittals/ deliverables/ documents to the Client/ Client's Representative:

Task 010: Project Administration/ Coordination

- The Consultant will manage the Project design team activities associated with the Project. The Consultant shall secure resources necessary to produce the Project deliverables and meet the Project schedule.
- All communications associated with the Project will be directly channeled through the Consultant Project Manager for distribution to the Project team, as applicable.
- The Consultant's Project Manager will be responsible throughout the Project for Project management and all communications, with the Client's Project Manager.
- Design Document Coordination between disciplines through a reputable QA/QC process to ensure that the Client receives quality design work and a quality product that meets and exceeds their expectations.

Task 020: Meetings / Public Engagement Support

- The Consultant will assist the Client on the following:
  - Support Client/ Stakeholder Designees, and Client/ Staff to discuss, evaluate, and coordinate on the Client's program to ensure the program elements are incorporated in the Schematic/ Design Development Process.
  - Support for Presentation of Progress & Final Schematic/ Design Development to Client, Stakeholder Designees, and Client/ Staff or Designees – (2) two in person meetings total.

Task 060: Schematic/ Design Development (Alternative Feasibility Study)

- The Consultant will create schematic/ design development plans for the Project. The level of design is characterized as 30% complete design plans. The design plans will further define the character of the improvements and essentials of the Project, including further description of limits, size, shape, form, materials, and finishes. This process shall include:
  - Conduct preliminary meeting(s) and/or discussions with Client including Pre-development meeting with City Engineering/ Flood Plain Administrator/ Transportation Services/ Planning Department, as applicable.
  - Prepare preliminary schematic/ design development drawings. Design will utilize acquired survey & utility data within the defined project limits.
  - The Consultant will refine the Project Budget based Public Engagement Process (by others) and will coordinate with Client on a final project Budget for implementation.
  - Review final design development drawings and project budget with Client.
  - The Consultant will participate in two work sessions with City staff and up to two presentations as required with Client leadership.

Task 070: Final Design: Plans, Specifications, & Estimates (PS&E)

- The Consultant shall prepare plans, specifications and estimates utilizing 2014 TxDOT specifications first and City specifications if no TxDOT specifications available to implement the preferred design.

- The Consultant will utilize readily available materials for design solutions and "as equals" for specified Project design elements. All deliverables to be prepared under this scope of services are intended for implementation and construction by a qualified contractor. The Consultant sheets associated with the Final Design PS&E package may include, but shall not be limited to:
  - Overall Limits of Construction Plan
  - Existing Conditions/Demolition Plan (as required)
  - Landscape Grading Plans, Notes & Details
  - Hardscape Layout, Plans, Sections, & Details
  - Electrical Service Plans, Notes, & Details
  - Structural Plans, Notes, & Details
  - Landscape Planting Plan - Planting Details, & Project Specific Notes
  - Irrigation Design – Plans, Details, & Project Performance Notes
  - Construction Phasing Plan
  - Technical Specifications

- The following tasks that are associated with the development of the Final Design PS&E package and incorporation into a Final Bid Set Package that will include:
  - Prepare and submit 60% submittal for owner review, comments, and coordination.
    - Develop the final design utilizing feedback from the Client to refine the design development package so as to meet the design/engineering standards and requirements for the Project.
  - Prepare and submit 90% submittal for owner review, comments, and coordination.
    - Develop a written/ graphical response to the Client's 60% review comments.
    - Develop DRAFT Specification Manual/ Bid Docs for review
    - Update the opinion of cost to include all scope items @ 90% Submittal.
  - Prepare and submit 100% design plans for Client review and comment.
    - All comments from previous submittals shall be incorporated into the 100% drawings and construction specifications, or an explanation shall be given, in writing, for why they are omitted.
    - Final Bid Manual including Technical Specifications
    - Update the opinion of cost to include all scope items @ 100% Submittal.
  - Upon return of 100% Client comments, the Consultant shall graphically address final design concerns and input into a bid set submittal package
  - Submit 100% signed and sealed design original documents (Bid-ready Drawings and Specifications), and a Final Opinion of Probable Construction Cost Budget.
  - Coordinate and register project with Registered Accessibly Specialist (RAS) and submit 100% plans for TDLR/ ADA review.
  - Furnish the Client with three (3) paper copies and one (1) Adobe Acrobat PDF Copy of the Final Design PS&E 100% Bid Submittal Package.

Task 080: Agency Review/ Permitting

- Coordinate with the City Development staff to resolve questions or comments that arise during the Site Development Permit (SDP) review process regarding the City requirements.
- Prepare informal digital submittal(s) for team collaboration throughout the process.
- Scope limited to (2) two rounds/submittals/comment responses maximum and or 60-man hrs. max and/or whichever shall arrive first for obtaining Permit.

Task 090: Bid Phase Services

- The Consultant shall assist Client during the bidding process. The Consultant shall:
  - Coordinate the schedule for bid advertising, pre-bid conference and bid opening.
  - Prepare and organize bid solicitation & proposal forms consistent with City's requirements.
  - Arrange for distribution of the bid documents through CIVCAST (online platform).
  - Attend and Assist with the pre-bid conference and document the proceedings.
  - Prepare and issue responses from pre-bid conference and Addenda (if required).
  - Attend the bid opening.
  - Review bids including and formulate bid tabulation.
  - Provide written recommendation to Client.
  - Assist with issuance of the Notice of Award & Contract Documents/ Agreement.

Task 100: Construction Phase Services

- The Consultant shall provide assistance to the Client and provide clarifications for the Contractor during the construction process. The potential scope of work by the Consultant covered in this phase is described below. Although the Consultant can be held responsible for their own errors and omissions, the Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work, and the Consultant shall not be responsible for the contractor's errors, omissions or failure to carry out the work in accordance with the contract documents.
  - The primary goal of this phase is to secure compliance by the contractor to the plans, specifications, and design intent as approved by the Client.
  - The Consultant may recommend to the Client the rejection of any work, within the collective Consultant's scope, failing to conform to the contract documents.
- The Consultant will prepare for and attend regular management team meetings/site visits with Client and/or Contractor for the purpose of reporting on or gathering input to become familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work, when complete, will be in accordance with the Contract Documents.
  - Meetings are defined as a physical meeting at a physical location, telephone conference calls, web conference meetings, or any other medium where more than two persons review and discuss the project together.

- A maximum of eighteen (18) Construction visits are included in Base Services. Additional Construction Observation site visits and meetings, as necessary or requested by Client /Contractor, to ensure that the design intent of the plans is implemented to the Client's requirements will constitute additional services.

- Review, coordinate, and respond to requests for information (RFI) from the contractor/Client/Client's representative:
  - RFI's are normal and customary during the construction process to ensure that the design intent of the PS&E is implemented to the Client's requirements.
  - A minimum of 10 to 12 can be expected during a project of this scope and a response with in 48 hours is a reasonable time for a response from the Consultant team.
- Review, coordinate, and respond to Change Orders and Change Directives generated via Client and/or Contractor.
- Attend three (3) additional required meetings with regulatory agencies (i.e. Client, TDLR/ADA), including pre-construction and post-construction conferences scheduled with regulatory inspectors or any other regulatory reviewer assigned to this project
- Conduct and document inspections of the work in order to determine the date of substantial completion and verify the satisfactory completion of the project in accordance with the contract documents.
- Conduct/coordinate final TDLR inspection and TCEQ closeout procedures.
- Assist Client in completing the closeout documentation necessary to conclude the construction phase of the project, including at a minimum one (1) final site observation trip at Substantial Completion, and one (1) site observation trip for final sign-off on Punch List upon completion.
- Review and validate the contractor developed and supplied As-Built Drawings
- Upon final acceptance, the Consultant shall prepare the required Landscape Architect's Letter of Concurrence and Engineer's letter of concurrence for the Client.

Task 300: Natural Play Consultation

- Natural Play Consultation, as required, to be provided by Bienenstock as a sub-consultant to the Consultant. The Natural Play scope of service shall include the following, but not limited to, the design, selection, and coordination of natural play elements for various age groups and abilities based on the Client input. The materials and features will intend to provide social and emotional learning opportunities for users of all ages.

Task 301: Constructability Review

- Constructability Review services, as required, to be provided by CasaBella Architects as a sub-consultant to the Consultant. The project Architect's scope of service shall include the following, but not limited to, the QAQC of all consultant's design plans to ensure documents are coordinated for the Project's PS&E (60%, 90%, & 100% Bid Set) as well as technical specifications coordination as part of the specification manual.

Task 302: Structural Engineering

- Structural Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Structural Engineer's scope of service shall include the following, but not limited to, the design of structural foundations for the Projects foundation(s), structural components, and walls, and construction phase services.

Task 303: MEP Engineering

- MEP Engineering services, as required, to be provided by WGI as a sub-consultant to the Consultant. The project MEP Engineer's scope of service shall include the following, but not limited to, the design of electrical service/ power for potential lighting/ irrigation service within limits of scope, primary service connections/ coordination, and construction services.

Task 304: Geotechnical Services

- Geotechnical Engineering services, as required, to be provided by Gessner Engineering as a sub-consultant to the Consultant. The project Geotech Engineer's scope of service shall include the following, but not limited to providing and development a Project geotechnical report based of the general drilling plan is as follows:
  - 2 Borings to 25 feet deep for the parking areas light post
  - 1 Borings to 25 feet deep for the restroom pier design
  - 2 boring to 15 feet deep for the masonry walls/ signage footings
  - 3 boring to 25 feet for ancillary structures/ canopies

  The report will include a boring log plan with coordinates, boring logs showing the stratum and laboratory results, and site and subgrade preparation and foundation recommendations.

Task 305: Civil Engineering

- Civil Engineering services, as required, to be provided by Halff as a sub-consultant to the Consultant. The project Civil Engineer's scope of service shall include the following:
  - Project Management - for engineering & survey related Project related scope items
  - Surveying – for approx. 20 AC of Phase 2 limits (Refer to "Item E") including:
    - Boundary Verification Survey
    - Topographic & Tree Survey
  - Hydrologic and Hydraulic Analysis – for floodplain analysis and flood plain study report
  - Environmental Services
    - Wetland Delineation & Preliminary Jurisdictional Determination
    - Threatened and Endangered Species Habitat Assessment
    - Section 404 Nationwide Permit Pre-construction Notification
  - Preliminary Design – Civil Engineering Scope
  - Construction Documents– Civil Engineering Scope
  - Permitting
    - City of Pflugerville Floodplain Development Permit
    - City of Pflugerville Site Development Permit

- Bid Phase Services – Civil Engineering Scope
- Construction Phase Services – Civil Engineering Scope

Task 306: Accessibility Review

- Accessibility Review Specialist services to be provided by Contour Collective as a sub-consultant to the Consultant. The project RAS scope shall include the following, but not limited to, the review of final PS&E for compliance with TAS, register project with TDLR, and field verify final constructed scope items complies with TDLR, TAS, and ADA.

B.3 Supplemental Services

Supplemental Services are in addition to the Scope of Services identified in Section B.2 and, when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation beyond the Compensation stated below. The following Supplemental Services under this Agreement include but are not limited to:

- ANY Sub-Consultant services not currently identified in Basic Services.
- ANY professional service or task not currently identified in Basic Services.
- Detailed inventory/recordation of existing structures, site surveys, etc. outside of the Project.
- Development of As-Built Drawings post design/ construction phase services.
- Traffic Impact Analysis
- Construction Staking
- Storm Water System Modeling
- ALL material testing including Geotechnical Construction/ Testing Lab Services
- Environmental Studies other than task noted in basic services.
- Governmental Fees & Fiscal
- Preparation & Processing of Waivers, or Variances
- Value Engineering Services or tasks for reduction of scope/ drawing modifications for more than 10% of construction value or PS&E documents, post Project Bid, whichever is greater.

B.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements. Revision requests must be made in writing, approved, and agree to by both parties prior to Consultant execution. No verbal agreements will be honored.

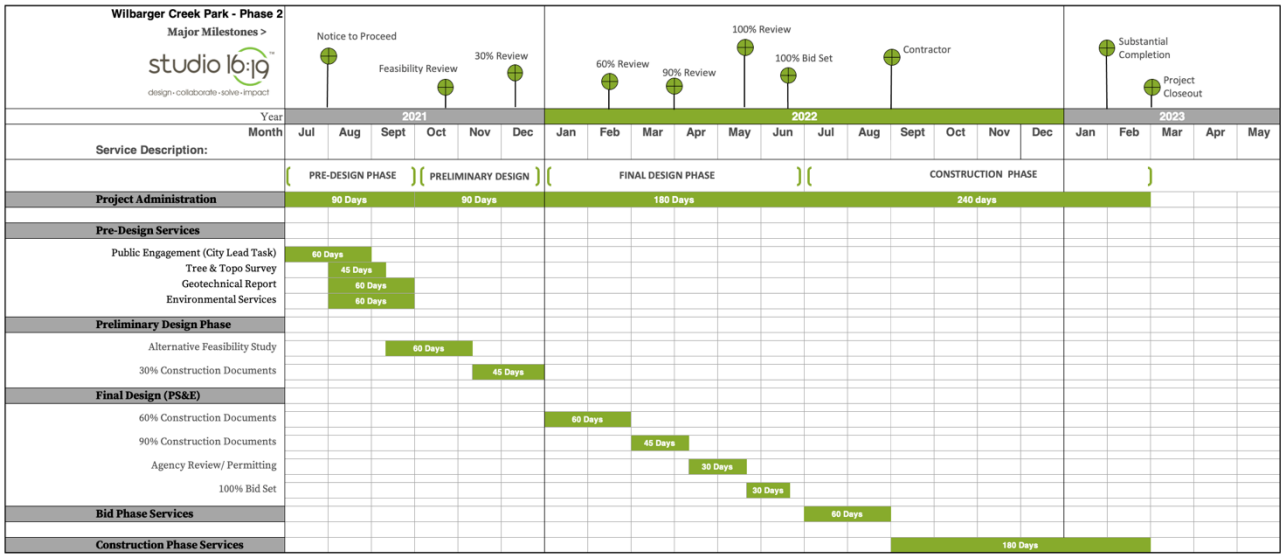
B.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described in section B.1, above.

ITEM C

City of Pflugerville – Wilbarger Creek Park_Phase 2
WORK SCHEDULE

The Consultant shall complete the scope of services per the proposed timeline, commencing upon the issuance or Notice to Proceed via signed agreement, and receipt of documents to be provided by the Client/ Client's Representative as specified in Item A, above.



ITEM D

City of Pflugerville – Wilbarger Creek Park_Phase 2
FEE SCHEDULE

D.1 Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined below:

- **REFER to:** ***"ATTACHMENT A - Fee Summary for Professional Services"***

Consultant may alter compensation distributions between individual services and/ or subconsultants services to be consistent with the Services actually rendered, within the contract maximum. Supplemental Services when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

D.2 Reimbursable Expenses are expenditures made by the Consultant, its employees, and sub-Consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional Consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures and will be itemized per Consultant/ Sub-consultant when expensed are present for payment within Monthly invoices.

D.3 Monthly payments to the Consultant shall be based on (1) the percentage of the Scope of Services completed; and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

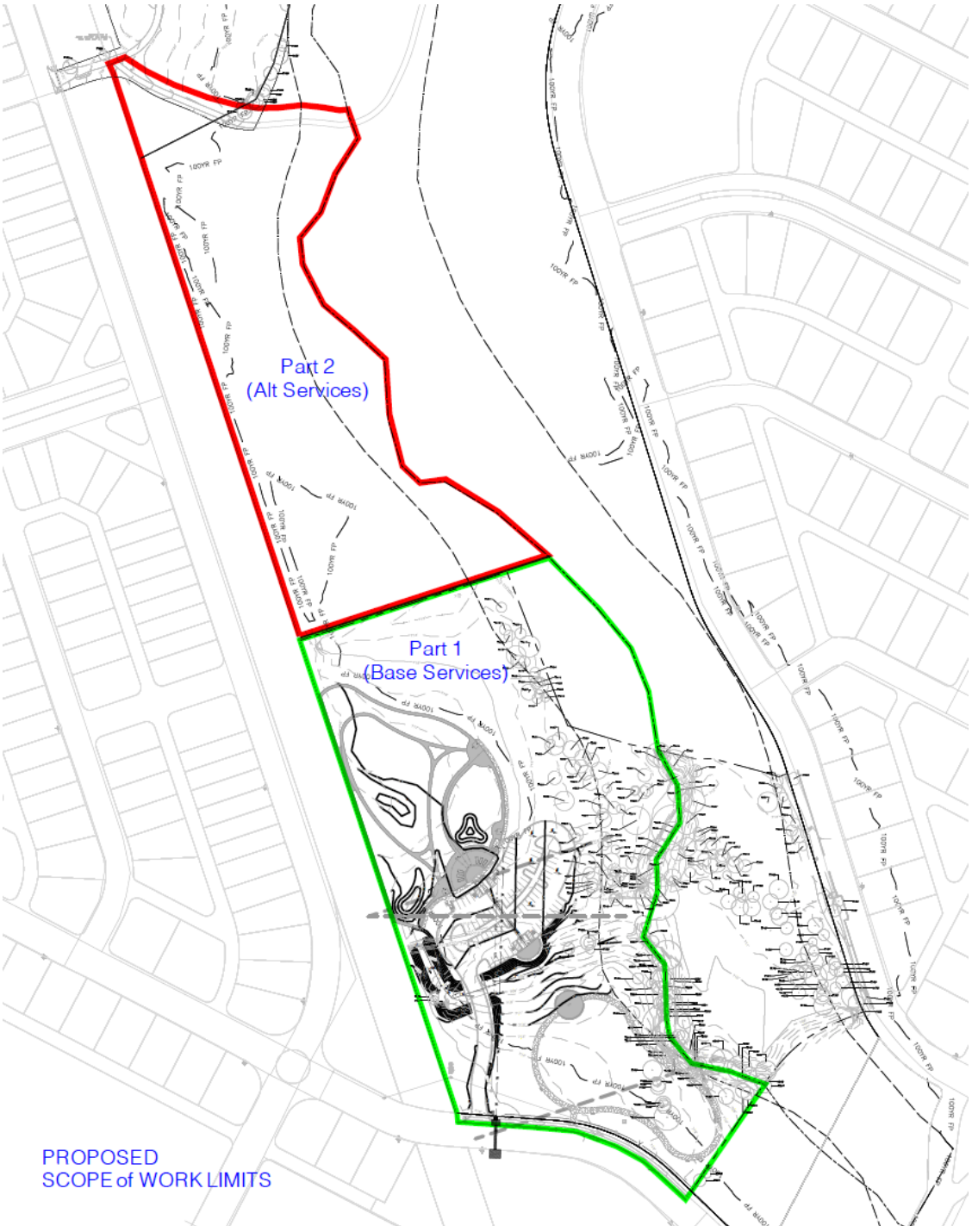
D.4 Monthly Payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subchapter B, Chapter 2251. The Client will make every effort to pay the Consultant within thirty days after the later of: acceptance of deliverables; the day of performance of services/ deliverables were completed; or the day of receipt of a correct invoice for deliverables or professional services.

D.5 The parties agree to the following provisions with respect to this specific Agreement:

- Supplemental Services – Current 2021 Rates are as noted herein:
  - Principal Planner/Landscape Architect: $ 185.00/hr.
  - Associate Principal Planner / Landscape Architect: $ 135.00/hr.
  - Senior Associate Planner: $ 115.00/hr.
  - Senior Associate Landscape Architect: $ 105.00/hr
  - Associate Planner/ Landscape Architect: $ 90.00/hr.
  - Staff Planner/ Landscape Designer: $ 75.00/hr.
  - Administrative $ 65.00/hr.

ITEM E

City of Pflugerville – Wilbarger Creek Park_Phase 2
PROJECT SCOPE LIMITS



CITY OF PFLUGERVILLE

ATTACHMENT C - Fee Summary for Professional Services

PHASE			TASK DESCRIPTION	1 Managing Principal (PLA)	2 Project Manager Assoc. Principal (PLA)	3 Senior Associate Planner	4 Senior Associate Designer (LI)	5 Associate Designer	6 Associate Planner	7 Administrative	8 Halff Project Manager	9 Halff Proj Eng III (PE)	10 Halff Proj Eng I (Pe)	11 Halff EIT	12 Halff CADD TECH	13 Halff Survey Mgr (RPLS)	14 Halff SUE/SurveyTech	11 Halff Survey Crew (2 man)	12 Halff ENV Service Mgr	13 Halff ENV Scientist II	14 Halff ENV Scientist I	15 Halff Admin	16 Principal Designer	17 Lead Designer	18 Principal Architect	19 Principal RAS	20 Admin/ Clerical
				studio 16:19 design·collaborate·solve·impact							HALFF Associates - *(civil/survey/H&H/environmental)*													Beinenstock (nature play)		CasaBella (constructability	Contour Collective (Accessibility)	
				studio16:19, LLC - *(prime/ landscape architecture)*																							
				$ 185.00	$ 135.00	$ 115.00	$ 105.00	$ 90.00	$ 75.00	$ 65.00	$ 236.00	$ 193.00	$ 130.00	$ 118.00	$ 85.00	$ 264.00	$ 134.00	$ 187.00	$ 210.00	$ 135.00	$ 90.00	$ 85.00	$ 150.00	$ 100.00	$ 150.00	$ 150.00	$ 75.00
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	1.00	1.00	-	-	-	-	-	2.00	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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 10th calendar day of each month.	-	-	-	-	-	-	32.00	8.00	4.00	-	-	-	-	-	-	-	-	-	2.00	-	-	-	-	-	-
	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	12.00	28.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	12.00	28.00	-	-	-	-	-	4.00	4.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1.50		The CONSULTANT will handle administrative and coordination services related to subconsultants	6.00	48.00	-	-	24.00	-	-	-	-	-	-	-	-	-	-	8.00	16.00	-	-	-	-	-	-	-
	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).	-	-	-	-	-	-	16.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	-	-	-	-	-	-	16.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	3.00	3.00	-	-	3.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	14.00	28.00	-	-	28.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	6.00	12.00	-	-	12.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	16.00	16.00	16.00	-	16.00	-	-	8.00	6.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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	12.00	-	-	12.00	-	-	2.00	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			Task 1 Hours	**76.00**	**176.00**	**16.00**	-	**95.00**	-	**64.00**	**24.00**	**18.00**	-	-	-	-	-	-	**8.00**	**16.00**	-	**2.00**	-	-	-	-	-
			Task 1 Estimated Labor Costs	**$ 14,060.00**	**$ 23,760.00**	**$ 1,840.00**	$ -	**$ 8,550.00**	$ -	**$ 4,160.00**	**$ 5,664.00**	**$ 3,474.00**	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,680.00**	**$ 2,160.00**	$ -	**$ 170.00**	$ -	$ -	$ -	$ -	$ -
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	8.00	18.00	-	-	20.00	-	-	2.00	8.00	-	24.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	16.00	30.00	32.00	-	60.00	-	-	2.00	8.00	-	16.00	12.00	-	-	-	-	-	-	-	18.00	54.00	-	-	-	-
			Task 2 Hours	**24.00**	**48.00**	**32.00**	-	**80.00**	-	-	**4.00**	**16.00**	-	**40.00**	**12.00**	-	-	-	-	-	-	-	**18.00**	**54.00**	-	-	-	-
			Task 2 Estimated Labor Costs	**$ 4,440.00**	**$ 6,480.00**	**$ 3,680.00**	$ -	**$ 7,200.00**	$ -	$ -	**$ 944.00**	**$ 3,088.00**	$ -	**$ 4,720.00**	**$ 1,020.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 2,700.00**	**$ 5,400.00**	$ -	$ -	$ -	$ -
4.0			**ENVIRONMENTAL SERVICES: (Potential Environmental Services may include the following)**																								
	4.10		Advanced Consultation with the Texas Historical Commission requirements as needed;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15.00	52.00	60.00	-	-	-	-	-	-
	4.20		Compliance with Construction Stormwater General Permit (TPDES);	-	-	-	-	-	-	-	2.00	8.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	4.30		Review of State and Federal Threatened and Endangered species;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.00	16.00	20.00	-	-	-	-	-	-
	4.40		Environmental Site Assessment as needed; and	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	4.50		Consultation and compliance review under Section 404 Clean Water Act.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.00	40.00	24.00	-	-	-	-	-	-
	4.60		Comply and/or coordinate with TxDOT as necessary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			Task 4 Hours	-	-	-	-	-	-	-	**2.00**	**8.00**	-	-	-	-	-	-	**21.00**	**108.00**	**104.00**	-	-	-	-	-	-
			Task 4 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 472.00**	**$ 1,544.00**	$ -	$ -	$ -	$ -	$ -	$ -	**$ 4,410.00**	**$ 14,580.00**	**$ 9,360.00**	$ -	$ -	$ -	$ -	$ -	$ -
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 Websites, the CONSULTANT will gather ownership and deed information for base drawing;	-	-	-	-	-	-	-	-	-	-	-	-	4.00	10.00	-	-	-	-	-	-	-	-	-	-

				1	2	3	4	5	6	7	8	9	10	11	12	13	14	11	12	13	14	15	16	17	18	19	20
				Managing Principal (PLA)	Project Manager Assoc. Principal (PLA)	Senior Associate Planner	Senior Associate Designer (LI)	Associate Designer	Associate Planner	Administrative	Halff Project Manager	Halff Proj Eng III (PE)	Halff Proj Eng I (Pe)	Halff EIT	Halff CADD TECH	Halff Survey Mgr (RPLS)	Halff SUE/SurveyTech	Halff Survey Crew (2 man)	Halff ENV Service Mgr	Halff ENV Scientist II	Halff ENV Scientist I	Halff Admin	Principal Designer	Lead Designer	Principal Architect	Principal RAS	Admin/ Clerical
				studio16:19, LLC - *(prime/ landscape architecture)*							HALFF Associates - *(civil/survey/H&H/environmental)*												Beinenstock (nature play)		Casabella (constructability)	Contour Collective (Accessibility)	
PHASE			TASK DESCRIPTION	$ 185.00	$ 135.00	$ 115.00	$ 105.00	$ 90.00	$ 75.00	$ 65.00	$ 236.00	$ 193.00	$ 130.00	$ 118.00	$ 85.00	$ 264.00	$ 134.00	$ 187.00	$ 210.00	$ 135.00	$ 90.00	$ 85.00	$ 150.00	$ 100.00	$ 150.00	$ 150.00	$ 75.00
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;													6.00	22.00									
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;													2.00	4.00									
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.													8.00	40.00									
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.;													12.00	52.00	90.00								
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, etc.);																								
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;													8.00	28.00	58.00								
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.													6.00	24.00									
			Task 5 Hours	-	-	-	-	-	-	-	-	-	-	-	-	**46.00**	**180.00**	**148.00**	-	-	-	-	-	-	-	-	-
			Task 5 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 12,144.00**	**$ 24,120.00**	**$ 27,676.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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 Penetrometer method and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.																								
6.20			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 cuttings 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: 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 as-built drawings, models, and associated data from the responsible government agencies;														10.00									
7.20			The CONSULTANT will acquire current available 1-ft. LiDAR data for drainage area delineation and for model data supplementation;														2.00									
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		2.00									
7.40			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:												10.00		30.00									
7.50			Offsite and onsite watershed identification;											1.00		9.00											

					1	2	3	4	5	6	7	8	9	10	11	12	13	14	11	12	13	14	15	16	17	18	19	20
					Managing Principal (PLA)	Project Manager Assoc. Principal (PLA)	Senior Associate Planner	Senior Associate Designer (LI)	Associate Designer	Associate Planner	Administrative	Halff Project Manager	Halff Proj Eng III (PE)	Halff Proj Eng I (Pe)	Halff EIT	Halff CADD TECH	Halff Survey Mgr (RPLS)	Halff SUE/SurveyTech	Halff Survey Crew (2 man)	Halff ENV Service Mgr	Halff ENV Scientist II	Halff ENV Scientist I	Halff Admin	Principal Designer	Lead Designer	Principal Architect	Principal RAS	Admin/ Clerical
					studio 16:19 design · collaborate · solve · impact	studio16:19, LLC - *(prime/ landscape architecture)*						HALFF Associates - *(civil/survey/H&H/environmental)*												Beinenstock (nature play)		CasaBella (constructability)	Contour Collective (Accessibility)	
PHASE				TASK DESCRIPTION	$ 185.00	$ 135.00	$ 115.00	$ 105.00	$ 90.00	$ 75.00	$ 65.00	$ 236.00	$ 193.00	$ 130.00	$ 118.00	$ 85.00	$ 264.00	$ 134.00	$ 187.00	$ 210.00	$ 135.00	$ 90.00	$ 85.00	$ 150.00	$ 100.00	$ 150.00	$ 150.00	$ 75.00
	7.60			Existing conditions for the applicable creek crossings;	-	-	-	-	-	-	-	-	-	1.00	15.00														
	7.70			Proposed condition model results for culvert crossings;	-	-	-	-	-	-	-	-	-	1.00	15.00														
	7.80			Identification of assumptions;	-	-	-	-	-	-	-	-	-	1.00	15.00														
	7.90			Discussion of scour analysis performed; and	-	-	-	-	-	-	-	-	-	1.00	15.00														
	7.40			Discussion of potential channel modifications and flood mitigation needs.	-	-	-	-	-	-	-	-	-	-	12.00														
				Task 7 Hours	-	-	-	-	-	-	-	-	-	**25.00**	**125.00**	-	-	-	-	-	-	-	-	-	-	-	-	-
				Task 7 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,250.00	$ 14,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.0				**STORM WATER MANAGEMENT PLAN: The tasks performed for the Storm Water Management Plan will include, but are not limited to the following:**																									
	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;	-	-	-	-	-	-	-	2.00	4.00	-	16.00														
	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;	-	-	-	-	-	-	-	2.00	4.00	-	10.00	16.00													
	8.30			The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);	-	-	-	-	-	-	-	-	2.00	4.00	7.00														
	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;	-	-	-	-	-	-	-	-	-	-	1.00														
	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;	-	-	-	-	-	-	-	2.00	4.00	-	6.00														
				Task 8 Hours	-	-	-	-	-	-	-	**6.00**	**14.00**	**4.00**	**40.00**	**16.00**	-	-	-	-	-	-	-	-	-	-	-	-	-
				Task 8 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,416.00	$ 2,702.00	$ 520.00	$ 4,720.00	$ 1,360.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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	-	4.00	-	-	12.00	-	-	-	-	-	-														
	9.30			The CONSULTANT will develop Tree Protection Details.	-	4.00	-	-	8.00	-	-	-	-	-	-														
				Task 9 Hours	-	**8.00**	-	-	**20.00**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
				Task 9 Estimated Labor Costs	$ -	$ 1,080.00	$ -	$ -	$ 1,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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.	6.00	6.00	-	-	6.00	-	-	-	-	-	-														
	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.	-	-	-	-	-	-	-	-	-	-	-														
		b		The submittal must include the following:	12.00	20.00	12.00	16.00	30.00	14.00	-																24.00		
			i	30 percent design level schematic roll-plot.	-	-	-	-	-	-	-	10.00	36.00	-	50.00	40.00													
			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														
			vi	Preliminary Construction Schedule; and	-	-	-	-	-	-	-	-	-	-	-														
			vii	Updated Project Design Schedule;	-	-	-	-	-	-	-	-	-	-	-														
	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	-	-	-	-	-	-	-	-	-	-	-														
		b		The submittal must include the following:	16.00	28.00	20.00	24.00	44.00	20.00	-																24.00		
			i	60 percent plan sheets;	-	-	-	-	-	-	-	3.00	32.00	-	52.00	50.00													
			ii	Responses to 30 percent review comments;	-	-	-	-	-	-	-	3.00	4.00	-	-														
			iii	Updated Opinion of Probable Construction Cost;	-	-	-	-	-	-	-	1.00	4.00	-	8.00														
			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;	-	-	-	-	-	-	-	-	-	-	-														
	10.40			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;	-	-	-	-	-	-	-	-	-	-	-														
		b		The submittal must include the following:	-	-	-	-	-	-	-																24.00		
			i	90 percent plan sheets;	20.00	34.00	22.00	28.00	52.00	24.00	-	1.00	22.00	-	32.00	30.00													
			ii	Responses to 60 percent review comments;	-	-	-	-	-	-	-	3.00	4.00	-	-														
			iii	Updated Opinion of Probable Construction Cost;	-	-	-	-	-	-	-	1.00	2.00	-	8.00														
			iv	Updated Construction Schedule;	-	-	-	-	-	-	-	-	-	-	-														
			v	Updated Project Design Schedule;	-	-	-	-	-	-	-	-	-	-	-														
			vi	Draft Project Manual; and	-	-	-	-	-	-	-	-	-	-	-														
			vii	Draft Storm Water Pollution Prevention Plan for Construction;	-	-	-	-	-	-	-	-	-	-	-														
	10.50			100 Percent Submittal:																									
		a		The submittal must include the following:	8.00	14.00	10.00	12.00	22.00	10.00	-																		

PHASE				TASK DESCRIPTION	1 Managing Principal (PLA)	2 Project Manager Assoc. Principal (PLA)	3 Senior Associate Planner	4 Senior Associate Designer (LI)	5 Associate Designer	6 Associate Planner	7 Administrative	8 Halff Project Manager	9 Halff Proj Eng III (PE)	10 Halff Proj Eng I (Pe)	11 Halff EIT	12 Halff CADD TECH	13 Halff Survey Mgr (RPLS)	14 Halff SUE/SurveyTech	11 Halff Survey Crew (2 man)	12 Halff ENV Service Mgr	13 Halff ENV Scientist II	14 Halff ENV Scientist I	15 Halff Admin	16 Principal Designer	17 Lead Designer	18 Principal Architect	19 Principal RAS	20 Admin/ Clerical
					studio16:19, LLC - *(prime/ landscape architecture)*							HALFF Associates - *(civil/survey/H&H/environmental)*												Beinenstock (nature play)		Casabella (constructability)	Contour Collective (Accessibility)	
					$ 185.00	$ 135.00	$ 115.00	$ 105.00	$ 90.00	$ 75.00	$ 65.00	$ 236.00	$ 193.00	$ 130.00	$ 118.00	$ 85.00	$ 264.00	$ 134.00	$ 187.00	$ 210.00	$ 135.00	$ 90.00	$ 85.00	$ 150.00	$ 100.00	$ 150.00	$ 150.00	$ 75.00
			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;	-	-	-	-	-	-	-	1.00	14.00	-	14.00	10.00	-	-	-	-	-	-	-	-	-	-	-	-
			iii	Two (2) original Project Manuals and Bid Documentation for advertisement and letting;	-	-	-	-	-	-	-	1.00	2.00	-	6.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			iv	Two (2) original Storm Water Pollution Prevention Plan for Construction; and	-	-	-	-	-	-	-	-	-	-	6.00	-	-	-	-	-	-	-	2.00	-	-	-	-	-
			v	PDFs of the 100 percent submittal documents.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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.	8.00	24.00	-	-	28.00	-	-	3.00	12.00	-	28.00	16.00	-	-	-	-	-	-	-	-	-	-	-	-
		b		The CONSULTANT will submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6.00	2.00
				Task 10 Hours	**70.00**	**126.00**	**64.00**	**80.00**	**182.00**	**68.00**	**-**	**29.00**	**136.00**	**-**	**212.00**	**146.00**	**-**	**-**	**-**	**-**	**-**	**-**	**2.00**	**-**	**-**	**72.00**	**6.00**	**2.00**
				Task 10 Estimated Labor Costs	**$ 12,950.00**	**$ 17,010.00**	**$ 7,360.00**	**$ 8,400.00**	**$ 16,380.00**	**$ 5,100.00**	**$ -**	**$ 6,844.00**	**$ 26,248.00**	**$ -**	**$ 25,016.00**	**$ 12,410.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 170.00**	**$ -**	**$ -**	**$ 10,800.00**	**$ 900.00**	**$ 150.00**
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;	2.00	2.00	-	-	2.00	-	-	2.00	4.00	-	4.00	-	-	-	-	-	-	-	-	-	-	-	-	-
	11.20			The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;	-	8.00	-	-	-	-	-	1.00	2.00	-	5.00	5.00	-	-	-	-	-	-	-	-	-	-	-	-
	11.30			The CONSULTANT will attend the formal bid opening;	2.00	2.00	-	-	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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	2.00	8.00	-	-	16.00	-	-	1.00	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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	2.00	-	-	12.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
				Task 11 Hours	**8.00**	**22.00**	**-**	**-**	**32.00**	**-**	**-**	**4.00**	**8.00**	**-**	**9.00**	**5.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
				Task 11 Estimated Labor Costs	**$ 1,480.00**	**$ 2,970.00**	**$ -**	**$ -**	**$ 2,880.00**	**$ -**	**$ -**	**$ 944.00**	**$ 1,544.00**	**$ -**	**$ 1,062.00**	**$ 425.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
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	-	-	2.00	2.00	-	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	8.00	60.00	-	-	-	-	-	-	-	-	-
	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;	4.00	4.00	-	8.00	8.00	-	-	8.00	8.00	-	3.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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;	8.00	8.00	-	32.00	8.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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	-	16.00	16.00	-	-	-	3.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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	-	12.00	4.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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;	-	4.00	-	8.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12.90			The CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor;	-	4.00	-	8.00	-	-	-	-	5.00	-	5.00	4.00	-	-	-	-	-	-	-	-	-	-	-	-	-
	12.10			The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates;	-	8.00	-	12.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	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;	2.00	4.00	-	8.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.00	4.00
	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	-	4.00	-	8.00	8.00	-	-	-	2.00	-	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-
	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	-	4.00	8.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

					1	2	3	4	5	6	7	8	9	10	11	12	13	14	11	12	13	14	15	16	17	18	19	20
					Managing Principal (PLA)	Project Manager Assoc. Principal (PLA)	Senior Associate Planner	Senior Associate Designer (LI)	Associate Designer	Associate Planner	Administrative	Halff Project Manager	Halff Proj Eng III (PE)	Halff Proj Eng I (Pe)	Halff EIT	Halff CADD TECH	Halff Survey Mgr (RPLS)	Halff SUE/SurveyTech	Halff Survey Crew (2 man)	Halff ENV Service Mgr	Halff ENV Scientist II	Halff ENV Scientist I	Halff Admin	Principal Designer	Lead Designer	Principal Architect	Principal RAS	Admin/ Clerical
					studio16:19, LLC - *(prime/ landscape architecture)*							HALFF Associates - *(civil/survey/H&H/environmental)*												Beinenstock (nature play)		Casabella (constructability)	Contour Collective (Accessibility)	
PHASE				TASK DESCRIPTION	$ 185.00	$ 135.00	$ 115.00	$ 105.00	$ 90.00	$ 75.00	$ 65.00	$ 236.00	$ 193.00	$ 130.00	$ 118.00	$ 85.00	$ 264.00	$ 134.00	$ 187.00	$ 210.00	$ 135.00	$ 90.00	$ 85.00	$ 150.00	$ 100.00	$ 150.00	$ 150.00	$ 75.00
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;	8.00	12.00	-	16.00	24.00	32.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
				Task 12 Hours	24.00	68.00	-	132.00	80.00	32.00	-	10.00	20.00	-	12.00	4.00	-	8.00	60.00	-	-	-	-	-	-	-	5.00	4.00
				Task 12 Estimated Labor Costs	$ 4,440.00	$ 9,180.00	$ -	$ 13,860.00	$ 7,200.00	$ 2,400.00	$ -	$ 2,360.00	$ 3,860.00	$ -	$ 1,416.00	$ 340.00	$ -	$ 1,072.00	$ 11,220.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750.00	$ 300.00
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.**																								
	13.10			The CONSULTANT will gather utility location information using available records from known local utilities in the area as well as Texas One-Call locates provided by survey. The CONSULTANT will correlate the record information with utility features surveyed to determine any potential conflicts;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.20			The CONSULTANT will attend one (1) independent utility coordination meeting with the CITY, and utility owners. Additional utility coordination meetings which will be combined with design review meetings/progress meetings shall be implemented. The CONSULTANT will provide technical assistance and prepare meeting exhibits (including cross-sections and reference files) for use by the CITY and utility owners;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.30			The CONSULTANT will provide a Utility Tracking Report (matrix) at the 60 percent design phase submittal and an updated Utility Tracking Report at the 90 percent design phase submittal. The Utility Tracking Report will include the following information:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		a		Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		b		Location of Conflict, identified by station and offset;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		c		Type of Facility;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		d		Expected clearance date;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		e		Status;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		f		Effect on construction; and	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		g		Type of adjustment required;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.40			The CONSULTANT will review proposed utility alignments for additional conflicts, however, constructability and conformance to utility regulations is the responsibility of each utility owner;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.50			The CONSULTANT will reference in proposed utility lines as background if electronic CAD files are provided and received prior to the submittal of final construction contract document plan sheets; and	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.60			The CONSULTANT will develop existing utility layouts.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.70			The CONSULTANT will obtain services of a Subsurvice Utility Engineering (SUE) sub-consultant as required to perform a Level "B" SUE service. The Level "B" SUE will be performed per the standard of care guideline, *Standard Guideline for the Collection and Depiction of Existing Utility Data, ASCE/CI 38-02*.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		a		As part of the Records Research effort the CONSULTANT will perform the following: Contact Texas One-Call and acquire records from all available utility owners including local municipalities (cities, counties, etc.);	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			i	Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings; and	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			ii	Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		b		As part of the Designating Effort the CONSULTANT will perform the following:																								
			i	Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. The CONSULTANT will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR). This scope of work includes mapping of the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, and storm sewer. Unless specifically requested, utility service lines and irrigation lines are not included in this scope;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			ii	Interpret the surface geophysics, and mark the indications of utilities with paint or pin flags on the ground surface for subsequent depiction on deliverable utility maps;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			iii	Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			iv	Provide field sketch for survey of the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables. Review survey data of the existing utility designating marks and above ground utility appurtenances provided and record the data for subsequent depiction on the plan deliverables; and	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			v	The CONSULTANT will ensure that adequate traffic control is provided during this phase of the project;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.80			The CONSULTANT will prepare a Traffic Control Plan (TCP), at a 1"=50' scale double stacked, a Detour Plan if required and a Sequence of Work Narrative. The Traffic Control Plan will be developed in accordance with the most recent version of the Texas Manual of Uniform Traffic Control devices (TMUTCD). The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items as required;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.90			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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.10			The CONSULTANT will prepare TCP Typical Sections for each Phase of construction as required;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13.11			The CONSULTANT will prepare a Sequence of Work Narrative and submit to the CITY for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the proposed activities shown in the TCP;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

				1	2	3	4	5	6	7	8	9	10	11	12	13	14	11	12	13	14	15	16	17	18	19	20
				Managing Principal (PLA)	Project Manager Assoc. Principal (PLA)	Senior Associate Planner	Senior Associate Designer (LI)	Associate Designer	Associate Planner	Administrative	Halff Project Manager	Halff Proj Eng III (PE)	Halff Proj Eng I (Pe)	Halff EIT	Halff CADD TECH	Halff Survey Mgr (RPLS)	Halff SUE/SurveyTech	Halff Survey Crew (2 man)	Halff ENV Service Mgr	Halff ENV Scientist II	Halff ENV Scientist I	Halff Admin	Principal Designer	Lead Designer	Principal Architect	Principal RAS	Admin/ Clerical
				studio16:19, LLC - *(prime/ landscape architecture)*							HALFF Associates - *(civil/survey/H&H/environmental)*												Beinenstock (nature play)		Casabella (constructability)	Contour Collective (Accessibility)	
PHASE			TASK DESCRIPTION	$ 185.00	$ 135.00	$ 115.00	$ 105.00	$ 90.00	$ 75.00	$ 65.00	$ 236.00	$ 193.00	$ 130.00	$ 118.00	$ 85.00	$ 264.00	$ 134.00	$ 187.00	$ 210.00	$ 135.00	$ 90.00	$ 85.00	$ 150.00	$ 100.00	$ 150.00	$ 150.00	$ 75.00
13.12			The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards as needed 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;																							
13.13			The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and																							
13.14			The CONSULTANT will coordinate with the applicable joint bid utility companies to determine if their adjustments can be constructed according to the proposed construction sequence. If the joint bid utility adjustments cannot be constructed according to the proposed construction sequence, it will be the responsibility of the utility designer to develop any additional TCP components necessary for the proposed adjustments at the expense of the joint bid utility company.																							
13.15			The CONSULTANT will collect turning movement counts at the following intersections between the hours of 7am and 7pm on a Tuesday, Wednesday or Thursday when school is in session:																							
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;																							
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;																							
13.20			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	**202.00**	**448.00**	**112.00**	**212.00**	**489.00**	**100.00**	**64.00**	**79.00**	**220.00**	**29.00**	**438.00**	**183.00**	**46.00**	**188.00**	**208.00**	**29.00**	**124.00**	**104.00**	**4.00**	**18.00**	**54.00**	**72.00**	**11.00**	**6.00**
			Total Labor Costs	**$37,370.00**	**$60,480.00**	**$12,880.00**	**$22,260.00**	**$44,010.00**	**$ 7,500.00**	**$ 4,160.00**	**$ 18,644.00**	**$ 42,460.00**	**$ 3,770.00**	**$ 51,684.00**	**$ 15,555.00**	**$ 12,144.00**	**$ 25,192.00**	**$ 38,896.00**	**$ 6,090.00**	**$ 16,740.00**	**$ 9,360.00**	**$ 340.00**	**$ 2,700.00**	**$ 5,400.00**	**$ 10,800.00**	**$ 1,650.00**	**$ 450.00**

$ 188,660.00 — s16:19/ prime

$ 240,875.00 — halff

$ 8,100.00 — natural play

$ 10,800.00 — QAQC

$ 2,100.00 — RAS

CITY OF PFLUGERVILLE

					21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37		
				studio 16:19 design-collaborate-solve-impact	Senior Engineer	Professional Engineer	Graduate Engineer II	Designer	Construction Inspector	Esimator	Project Manager	Principal Engineer	Project Engineer	Engineer in Training	Project Manager	Engineer in Training	Lab Technician	Drilling Crew Lead	Drilling Assistant	Field Coordinator	DIRECT EXPENSES		
					Gessner Engineering (stuctural)						WGI (electrical engineering)				Gessner Engineering (geotechnical services)						DIRECT EXPENSES	Total	Total Direct
PHASE				TASK DESCRIPTION	$ 160.00	$ 135.00	$ 105.00	$ 85.00	$ 85.00	$ 60.00	$ 185.00	$ 230.00	$ 150.00	$ 130.00	$ 160.00	$ 105.00	$ 52.00	$ 60.00	$ 52.00	$ 60.00	$ 1.00	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:**																3,000.00	**3,000.00**	**$ 3,000.00**
	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																		**6.00**	**$ 1,178.00**
	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 10th calendar day of each month.																		**46.00**	**$ 4,910.00**
	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																		**40.00**	**$ 6,000.00**
	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.																		**48.00**	**$ 7,716.00**
	1.50			The CONSULTANT will handle administrative and coordination services related to subconsultants																		**102.00**	**$ 13,590.00**
	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).																		**16.00**	**$ 1,040.00**
	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.																		**16.00**	**$ 1,040.00**
	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.																		**9.00**	**$ 1,230.00**
	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.																		**70.00**	**$ 8,890.00**
	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.																		**30.00**	**$ 3,810.00**
	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.																		**78.00**	**$ 11,446.00**
	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.																		**34.00**	**$ 4,668.00**
				Task 1 Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000.00	**3,495.00**	**$ 68,518.00**
				Task 1 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000.00		**$ 68,518.00**
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.																		**80.00**	**$ 10,558.00**
	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.																		**248.00**	**$ 29,114.00**
				Task 2 Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**328.00**	**$ 39,672.00**
				Task 2 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		**$ 39,672.00**
4.0				**ENVIRONMENTAL SERVICES: (Potential Environmental Services may include the following)**																			
	4.10			Advanced Consultation with the Texas Historical Commission requirements as needed;																		**127.00**	**$ 15,570.00**
	4.20			Compliance with Construction Stormwater General Permit (TPDES);																		**10.00**	**$ 2,016.00**
	4.30			Review of State and Federal Threatened and Endangered species;																		**38.00**	**$ 4,380.00**
	4.40			Environmental Site Assessment as needed; and																		**-**	**$ -**
	4.50			Consultation and compliance review under Section 404 Clean Water Act.																		**68.00**	**$ 8,400.00**
	4.60			Comply and/or coordinate with TxDOT as necessary																		**-**	**$ -**
				Task 4 Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**243.00**	**$ 30,366.00**
				Task 4 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		**$ 30,366.00**
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 Websites, the CONSULTANT will gather ownership and deed information for base drawing;																		**14.00**	**$ 2,396.00**

					21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37		
					Senior Engineer	Professional Engineer	Graduate Engineer II	Designer	Construction Inspector	Esimator	Project Manager	Principal Engineer	Project Engineer	Engineer In Training	Project Manager	Engineer In Training	Lab Technician	Drilling Crew Lead	Drilling Assistant	Field Coordinator	DIRECT EXPENSES		
					Gessner Engineering (stuctural)						WGI (electrical engineering)				Gessner Engineering (geotechnical services)						DIRECT EXPENSES	Total	Total Direct
PHASE				TASK DESCRIPTION	$ 160.00	$ 135.00	$ 105.00	$ 85.00	$ 85.00	$ 60.00	$ 185.00	$ 230.00	$ 150.00	$ 130.00	$ 160.00	$ 105.00	$ 52.00	$ 60.00	$ 52.00	$ 60.00	$ 1.00	Labor Hours	Labor Costs
	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;																	28.00	$ 4,532.00
	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;																		6.00	$ 1,064.00
	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.																	48.00	$ 7,472.00
	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.;																	154.00	$ 26,966.00
	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, etc.);																	-	$ -
	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;																	94.00	$ 16,710.00
	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.																	30.00	$ 4,800.00
				Task 5 Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	374.00	$ 63,940.00
				Task 5 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 63,940.00
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 Penetrometer method and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.																7,332.00	7,332.00	$ 7,332.00
	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 cuttings and/or bentonite as required to meet regulatory requirements. Areas that contain solution features in the boring will be identified;														25.00	25.00	4.00		54.00	$ 3,040.00
	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;																96.00	96.00	$ 96.00
	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.											16.00	14.00	19.00					49.00	$ 5,018.00
				Task 6 Hours	-	-	-	-	-	-	-	-	-	-	16.00	14.00	19.00	25.00	25.00	4.00	7,428.00	7,531.00	$ 15,486.00
				Task 6 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,560.00	$ 1,470.00	$ 988.00	$ 1,500.00	$ 1,300.00	$ 240.00	$ 7,428.00		$ 15,486.00
7.0				**DRAINAGE DESIGN SERVICES: 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 as-built drawings, models, and associated data from the responsible government agencies;																		10.00	$ 1,180.00
	7.20			The CONSULTANT will acquire current available 1-ft. LIDAR data for drainage area delineation and for model data supplementation;																		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;																		12.00	$ 1,536.00
	7.40			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:																		40.00	$ 4,840.00
	7.50			Offsite and onsite watershed identification;																		10.00	$ 1,192.00

					21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37		
					Senior Engineer	Professional Engineer	Graduate Engineer II	Designer	Construction Inspector	Esimator	Project Manager	Principal Engineer	Project Engineer	Engineer In Training	Project Manager	Engineer In Training	Lab Technician	Drilling Crew Lead	Drilling Assistant	Field Coordinator	DIRECT EXPENSES		
					Gessner Engineering (stuctural)						WGI (electrical engineering)				Gessner Engineering (geotechnical services)						DIRECT EXPENSES	Total	Total Direct
PHASE				TASK DESCRIPTION	$ 160.00	$ 135.00	$ 105.00	$ 85.00	$ 85.00	$ 60.00	$ 185.00	$ 230.00	$ 150.00	$ 130.00	$ 160.00	$ 105.00	$ 52.00	$ 60.00	$ 52.00	$ 60.00	$ 1.00	Labor Hours	Labor Costs
	7.60			Existing conditions for the applicable creek crossings;																		16.00	$ 1,900.00
	7.70			Proposed condition model results for culvert crossings;																		16.00	$ 1,900.00
	7.80			Identification of assumptions;																		16.00	$ 1,900.00
	7.90			Discussion of scour analysis performed; and																		16.00	$ 1,900.00
	7.40			Discussion of potential channel modifications and flood mitigation needs.																		12.00	$ 1,416.00
				Task 7 Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	150.00	$ 18,000.00
				Task 7 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 18,000.00
8.0				STORM WATER MANAGEMENT PLAN: The tasks performed for the Storm Water Management Plan will include, but are not limited to the following:																			
	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;																		22.00	$ 3,132.00
	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;																		32.00	$ 3,784.00
	8.30			The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);																		13.00	$ 1,732.00
	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;																		1.00	$ 118.00
	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;																		12.00	$ 1,952.00
				Task 8 Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80.00	$ 10,718.00
				Task 8 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 10,718.00
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																		16.00	$ 1,620.00
	9.30			The CONSULTANT will develop Tree Protection Details.																		12.00	$ 1,260.00
				Task 9 Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28.00	$ 2,880.00
				Task 9 Estimated Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 2,880.00
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.																		18.00	$ 2,460.00
	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.																		-	$ -
		b		The submittal must include the following:	2.00	2.00	4.00	4.00		8.00											100.00	248.00	$ 17,260.00
			i	30 percent design level schematic roll-plot.																		136.00	$ 18,608.00
			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;																		14.00	$ 2,188.00
			vi	Preliminary Construction Schedule; and																		-	$ -
			vii	Updated Project Design Schedule;																		-	$ -
	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;																		-	$ -
		b		The submittal must include the following:	1.00	1.00	4.00	2.00		8.00	7.00	2.00	20.00	25.00							100.00	346.00	$ 30,090.00
			i	60 percent plan sheets;																		137.00	$ 17,270.00
			ii	Responses to 30 percent review comments;																		7.00	$ 1,480.00
			iii	Updated Opinion of Probable Construction Cost;																		13.00	$ 1,952.00
			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;																		-	$ -
	10.40			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;																		-	$ -
		b		The submittal must include the following:	1.00	4.00	6.00	2.00			7.00	4.00	15.00	40.00							100.00	203.00	$ 14,865.00
			i	90 percent plan sheets;																		265.00	$ 31,048.00
			ii	Responses to 60 percent review comments;																		7.00	$ 1,480.00
			iii	Updated Opinion of Probable Construction Cost;																		11.00	$ 1,566.00
			iv	Updated Construction Schedule;																		-	$ -
			v	Updated Project Design Schedule;																		-	$ -
			vi	Draft Project Manual; and																		-	$ -
			vii	Draft Storm Water Pollution Prevention Plan for Construction;																		-	$ -
	10.50			100 Percent Submittal:																			
		a		The submittal must include the following:																		76.00	$ 8,510.00

					21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37		
				studio 16:19 design-collaborate-solve-impact	Senior Engineer	Professional Engineer	Graduate Engineer II	Designer	Construction Inspector	Estimator	Project Manager	Principal Engineer	Project Engineer	Engineer In Training	Project Manager	Engineer In Training	Lab Technician	Drilling Crew Lead	Drilling Assistant	Field Coordinator	DIRECT EXPENSES		
					Gessner Engineering (stuctural)						WGI (electrical engineering)				Gessner Engineering (geotechnical services)						DIRECT EXPENSES	Total	Total Direct
PHASE				TASK DESCRIPTION	$ 160.00	$ 135.00	$ 105.00	$ 85.00	$ 85.00	$ 60.00	$ 185.00	$ 230.00	$ 150.00	$ 130.00	$ 160.00	$ 105.00	$ 52.00	$ 60.00	$ 52.00	$ 60.00	$ 1.00	Labor Hours	Labor Costs
			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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39.00	$ 5,440.00
			iii	Two (2) original Project Manuals and Bid Documentation for advertisement and letting;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9.00	$ 1,330.00
			iv	Two (2) original Storm Water Pollution Prevention Plan for Construction; and	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8.00	$ 878.00
			v	PDFs of the 100 percent submittal documents.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
	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.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	119.00	$ 14,928.00
			b	The CONSULTANT will submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	175.00	183.00	$ 1,225.00
				Task 10 Hours	4.00	7.00	14.00	8.00	-	16.00	14.00	6.00	35.00	65.00	-	-	-	-	-	-	475.00	1,839.00	172,578.00
				Task 10 Estimated Labor Costs	$ 640.00	$ 945.00	$ 1,470.00	$ 680.00	$ -	$ 960.00	$ 2,590.00	$ 1,380.00	$ 5,250.00	$ 8,450.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 475.00		$ 172,578.00
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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16.00	$ 2,536.00
	11.20			The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;	-	1.00	1.00	-	-	2.00	2.00	1.50	2.00	-	-	-	-	-	-	-	-	30.50	$ 4,092.00
	11.30			The CONSULTANT will attend the formal bid opening;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6.00	$ 820.00
	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	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29.00	$ 3,512.00
	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.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16.00	$ 1,720.00
				Task 11 Hours	-	1.00	1.00	-	-	2.00	2.00	1.50	2.00	-	-	-	-	-	-	-	-	97.50	$ 12,680.00
				Task 11 Estimated Labor Costs	$ -	$ 135.00	$ 105.00	$ -	$ -	$ 120.00	$ 370.00	$ 345.00	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 12,680.00
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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14.00	$ 2,094.00
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	68.00	$ 12,292.00
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43.00	$ 6,626.00
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56.00	$ 6,640.00
	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;	2.00	2.00	6.00	-	9.00	-	8.00	1.50	6.00	10.00	-	-	-	-	-	-	-	87.50	$ 10,789.00
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24.00	$ 2,700.00
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12.00	$ 1,380.00
	12.90			The CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26.00	$ 3,275.00
	12.10			The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20.00	$ 2,340.00
	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;	1.00	1.00	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27.00	$ 3,305.00
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24.00	$ 2,722.00
	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;	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14.00	$ 1,410.00

					21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37		
				studio 16:19 design-collaborate-solve-impact	Senior Engineer	Professional Engineer	Graduate Engineer II	Designer	Construction Inspector	Esimator	Project Manager	Principal Engineer	Project Engineer	Engineer In Training	Project Manager	Engineer In Training	Lab Technician	Drilling Crew Lead	Drilling Assistant	Field Coordinator	DIRECT EXPENSES		
					Gessner Engineering (stuctural)						WGI (electrical engineering)				Gessner Engineering (geotechnical services)						DIRECT EXPENSES	Total	Total Direct
PHASE				TASK DESCRIPTION	$ 160.00	$ 135.00	$ 105.00	$ 85.00	$ 85.00	$ 60.00	$ 185.00	$ 230.00	$ 150.00	$ 130.00	$ 160.00	$ 105.00	$ 52.00	$ 60.00	$ 52.00	$ 60.00	$ 1.00	Labor Hours	Labor Costs
	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;																	92.00	$ 9,340.00
	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																		-	$ -
	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.																		-	$ -
				Task 12 Hours	3.00	3.00	8.00	-	9.00	-	8.00	1.50	6.00	10.00	-	-	-	-	-	-	-	507.50	$ 64,913.00
				Task 12 Estimated Labor Costs	$ 480.00	$ 405.00	$ 840.00	$ -	$ 765.00	$ -	$ 1,480.00	$ 345.00	$ 900.00	$ 1,300.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 64,913.00
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.**																			
	13.10			The CONSULTANT will gather utility location information using available records from known local utilities in the area as well as Texas One-Call locates provided by survey. The CONSULTANT will correlate the record information with utility features surveyed to determine any potential conflicts;																		-	$ -
	13.20			The CONSULTANT will attend one (1) independent utility coordination meeting with the CITY, and utility owners. Additional utility coordination meetings which will be combined with design review meetings/progress meetings shall be implemented. The CONSULTANT will provide technical assistance and prepare meeting exhibits (including cross-sections and reference files) for use by the CITY and utility owners;																		-	$ -
	13.30			The CONSULTANT will provide a Utility Tracking Report (matrix) at the 60 percent design phase submittal and an updated Utility Tracking Report at the 90 percent design phase submittal. The Utility Tracking Report will include the following information:																		-	$ -
		a		Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;																		-	$ -
		b		Location of Conflict, identified by station and offset;																		-	$ -
		c		Type of Facility;																		-	$ -
		d		Expected clearance date;																		-	$ -
		e		Status;																		-	$ -
		f		Effect on construction; and																		-	$ -
		g		Type of adjustment required;																		-	$ -
	13.40			The CONSULTANT will review proposed utility alignments for additional conflicts, however, constructability and conformance to utility regulations is the responsibility of each utility owner;																		-	$ -
	13.50			The CONSULTANT will reference in proposed utility lines as background if electronic CAD files are provided and received prior to the submittal of final construction contract document plan sheets; and																		-	$ -
	13.60			The CONSULTANT will develop existing utility layouts.																		-	$ -
	13.70			The CONSULTANT will obtain services of a Subsurvice Utility Engineering (SUE) sub-consultant as required to perform a Level "B" SUE service. The Level "B" SUE will be performed per the standard of care guideline, *Standard Guideline for the Collection and Depiction of Existing Utility Data, ASCE/CI 38-02*.																	-	$ -
		a		As part of the Records Research effort the CONSULTANT will perform the following: Contact Texas One-Call and acquire records from all available utility owners including local municipalities (cities, counties, etc.);																		-	$ -
			i	Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings; and																		-	$ -
			ii	Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings;																		-	$ -
		b		As part of the Designating Effort the CONSULTANT will perform the following:																			
			i	Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. The CONSULTANT will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR). This scope of work includes mapping of the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, and storm sewer. Unless specifically requested, utility service lines and irrigation lines are not included in this scope;																	-	$ -
			ii	Interpret the surface geophysics, and mark the indications of utilities with paint or pin flags on the ground surface for subsequent depiction on deliverable utility maps;																		-	$ -
			iii	Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities;																		-	$ -
			iv	Provide field sketch for survey of the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables. Review survey data of the existing utility designating marks and above ground utility appurtenances provided and record the data for subsequent depiction on the plan deliverables; and																		-	$ -
			v	The CONSULTANT will ensure that adequate traffic control is provided during this phase of the project;																		-	$ -
	13.80			The CONSULTANT will prepare a Traffic Control Plan (TCP), at a 1"=50' scale double stacked, a Detour Plan if required and a Sequence of Work Narrative. The Traffic Control Plan will be developed in accordance with the most recent version of the Texas Manual of Uniform Traffic Control devices (TMUTCD). The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items as required;																	-	$ -
	13.90			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;																		-	$ -
	13.10			The CONSULTANT will prepare TCP Typical Sections for each Phase of construction as required;																		-	$ -
	13.11			The CONSULTANT will prepare a Sequence of Work Narrative and submit to the CITY for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the proposed activities shown in the TCP;																		-	$ -

					21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37		
				studio 16:19 design-collaborate-solve-impact	Senior Engineer	Professional Engineer	Graduate Engineer II	Designer	Construction Inspector	Esimator	Project Manager	Principal Engineer	Project Engineer	Engineer In Training	Project Manager	Engineer In Training	Lab Technician	Drilling Crew Lead	Drilling Assistant	Field Coordinator	DIRECT EXPENSES		
					Gessner Engineering (stuctural)						WGI (electrical engineering)				Gessner Engineering (geotechnical services)						DIRECT EXPENSES	Total	Total Direct
PHASE				TASK DESCRIPTION	$ 160.00	$ 135.00	$ 105.00	$ 85.00	$ 85.00	$ 60.00	$ 185.00	$ 230.00	$ 150.00	$ 130.00	$ 160.00	$ 105.00	$ 52.00	$ 60.00	$ 52.00	$ 60.00	$ 1.00	Labor Hours	Labor Costs
	13.12			The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards as needed 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;																	-	$ -
	13.13			The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and																		-	$ -
	13.14			The CONSULTANT will coordinate with the applicable joint bid utility companies to determine if their adjustments can be constructed according to the proposed construction sequence. If the joint bid utility adjustments cannot be constructed according to the proposed construction sequence, it will be the responsibility of the utility designer to develop any additional TCP components necessary for the proposed adjustments at the expense of the joint bid utility company.																	-	$ -
	13.15			The CONSULTANT will collect turning movement counts at the following intersections between the hours of 7am and 7pm on a Tuesday, Wednesday or Thursday when school is in session:																		-	$ -
	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;																	-	$ -
	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;																		-	$ -
	13.20			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	**7.00**	**11.00**	**23.00**	**8.00**	**9.00**	**18.00**	**24.00**	**9.00**	**43.00**	**75.00**	**16.00**	**14.00**	**19.00**	**25.00**	**25.00**	**4.00**	**10,903.00**	**14,673.00**	**499,751.00**
				Total Labor Costs	**$ 1,120.00**	**$ 1,485.00**	**$ 2,415.00**	**$ 680.00**	**$ 765.00**	**$ 1,080.00**	**$ 4,440.00**	**$ 2,070.00**	**$ 6,450.00**	**$ 9,750.00**	**$ 2,560.00**	**$ 1,470.00**	**$ 988.00**	**$ 1,500.00**	**$ 1,300.00**	**$ 240.00**	**$10,903.00**		**$ 499,751.00**

$ 7,545.00 gessner

$ 22,710.00 WGI

$ 8,058.00 gessner

ATTACHMENT D - Proposed Project Schedule

Wilbarger Creek Park - Phase 2

Major Milestones >

studio 16:19™
design · collaborate · solve · impact

Notice to Proceed
Feasibility Review
30% Review
60% Review
90% Review
100% Review
100% Bid Set
Contractor
Substantial Completion
Project Closeout

Year	2021						2022												2023				
Month / **Service Description:**	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	PRE-DESIGN PHASE			PRELIMINARY DESIGN			FINAL DESIGN PHASE						CONSTRUCTION PHASE										
Project Administration	90 Days			90 Days			180 Days						240 days										
Pre-Design Services																							
Public Engagement (City Lead Task)	60 Days																						
Tree & Topo Survey		45 Days																					
Geotechnical Report		60 Days																					
Environmental Services		60 Days																					
Preliminary Design Phase																							
Alternative Feasibility Study			60 Days																				
30% Construction Documents					45 Days																		
Final Design (PS&E)																							
60% Construction Documents							60 Days																
90% Construction Documents									45 Days														
Agency Review/ Permitting										30 Days													
100% Bid Set											30 Days												
Bid Phase Services													60 Days										
Construction Phase Services														180 Days									