

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
Pflugerville Athletic Complex and Randig Tract Feasibility Study**

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, pursuant to and **Half Associates, Inc.** (“Consultant”), both of which may be referred to herein 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.

“Director” shall mean the Assistant City Manager for Community Services.

**II. TERM**

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on **Sept. 1, 2012** and terminate on **Sept. 1, 2013**.

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”, Scope of Services, Attachment “B” Basis of Compensation and Attachment “D” Additional 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 Assistant City Manager for Community Services. The determination made by Director 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 Director. 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 Director; 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 Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed **One Hundred Twenty Nine Thousand Nine Hundred Dollars (\$129,900.00)** as total compensation, to be paid to Consultant in the amount of **(\$47,500.00)** for Phase I - Athletic Complex Justification Study, **(\$52,500.00)** Phase II – Athletic Complex Site Selection/Feasibility Analysis and **(\$29,900.00)** Phase III Randig Tract Master Plan.

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 Pflugerville City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. 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.

#### 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: Thomas E. Word, Jr., P.E.  
Assistant City Manager for Community Services  
400 Immanuel Road/P.O. Box 589  
Pflugerville, Texas 78660

If intended for Consultant, to: Halff Associates, Inc.  
Attn: Lenny Hughes, RLA Vice President  
1201 N. Bowser Rd.  
Richardson, Texas 75081

## 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's Parks and Recreation Department, which shall be clearly labeled "**Pflugerville Athletic Complex and Randig Tract Feasibility Study**" 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's Parks and Recreation Department. 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**

Bidder/Proposer 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. Bidder/Proposer 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.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
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. We 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  
Attn: Parks and Recreation Department  
400 Immanuel Road/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, 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 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 FULLY INDEMNIFY, DEFEND 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 resulting from the negligent or intentional acts or omissions, intellectual property infringement, or failure to pay a subcontractor or supplier of the Consultant, its employees, agents and/or assigns. The 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 officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.1 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 and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

10.2 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.



10.3 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.

## **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: Angelou Economics Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council (“City Council”), as evidenced by passage of an ordinance, 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 Council.

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 venturers 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 has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### **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 subject to approval by the City Council, as evidenced by passage of an ordinance.

### **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 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Pflugerville, 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 interpreted in the order of priority as appears below:

Attachment "A" Scope of Services including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

## **XXIV. ENTIRE AGREEMENT**

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

## **XXV. MISCELLANEOUS CITY CODE PROVISIONS**

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

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

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

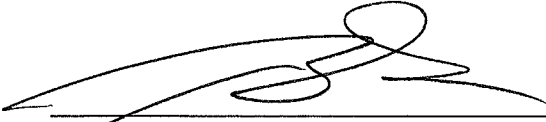
**25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.


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

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**  
*Halff Associates, Inc.*

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed Name: Brandon E. Wade

Printed Name: Lenny L. Hughes, RLA

Title: City Manager

Title: Vice President

Date: 8/30/12

Date: 8/17/12



1201 N. Bowser Rd.  
Richardson, Texas 75081  
(214) 346-6200  
Fax (214) 739-0095

August 17, 2012  
1008-12-8509

Mr. Jim Bowlin  
City of Pflugerville  
400 Immanuel Road  
Pflugerville, TX 78691

Re: Pflugerville Athletic Complex and Randig Tract Feasibility Study - Pflugerville, Texas

Dear Mr. Bowlin:

We are pleased to present the following proposal and fee schedule to provide phased Planning and Design Services for the Pflugerville Athletic Complex and Randig Tract Feasibility Study. The scope of work for this project shall be broken up into three (3) phases. **Phase I – Athletic Complex Justification Study; Phase II – Athletic Complex Site Selection and Feasibility Analysis; and Phase III – Randig Tract Feasibility Study and Master Plan.** The scope includes data gathering and existing data research and evaluation; mapping, athletic complex site selection criteria, athletic complex facility programming and benchmarking; sports/athletic league/user group interview(s), public participation; Randig Tract site investigation and analysis; Randig Tract preliminary and master plan preparation; and cost estimating.

Per our understanding of your requirements, we propose the attached scope of work (Attachment 'A') for planning and design services, (Attachment 'B'), the proposed Basis of Compensation for the proposed services, and (Attachment 'D') Additional Services. Please note that we have found that most draft and final reports, concepts, agendas and other materials are now preferred to be distributed electronically.

We are extremely excited about this effort, and feel that we can develop a strategy and ideas that you and the citizens of Pflugerville can be proud of. Please feel free to contact us if you have any questions or comments concerning this matter.

Thank you,

A handwritten signature in black ink, appearing to read "L. Hughes".

Lenny L. Hughes, RLA  
Dir. of Landscape Architecture  
Halff Associates Inc.

**ATTACHMENT 'A'**  
**Scope of Services**  
**Athletic Complex and Randig Tract Feasibility Study**  
**Pflugerville, Texas**

**PHASE 1 – ATHLETIC COMPLEX JUSTIFICATION STUDY: DETERMINE NEED FOR A CITY OF PFLUGERVILLE ATHLETIC COMPLEX.**

**1.00 PROJECT INITIATION/FACILITY TOUR**

**1.01 PROJECT INITIATION MEETING**

Half Associates (HA) staff will arrange a meeting in Pflugerville with appropriate city staff as designated by the City. Key Planning Team members from HA will attend. This meeting will accomplish several pre-planning objectives:

- A. **Orientation.** The City of Pflugerville and the primary team leaders of the Half Associates design team will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- B. **Review of key issues.** Key issues to be addressed during the course of the work will be reviewed with staff and team members.
- C. **Schedule.** Review contract schedule and establish key milestone dates.
- D. **Information exchange.** At this meeting we will discuss all documentation needs of Half Associates. This will give the City an opportunity to provide information or to provide Half Associates guidance in the securing of information not readily available at the time of the meeting.
- E. **Identify regional planning areas within the city.** Sector planning study areas will be based on available demographic information and previous citywide planning efforts. These areas will be mutually agreed upon by the City of Pflugerville and the Planning Team.

**Product** - HA shall prepare meeting agenda, initial exhibits to aid discussion, and meeting notes.

**Total number of meetings:** One (1) meeting.

**Items Provided by City of Pflugerville** – City shall recommend staff to attend, place of meeting, and provide data as required to begin planning process.

**1.02 ATHLETIC PARK FACILITY TOUR**

As a follow-up to the kick-off meeting, HA, together with PARD staff will tour the City in order to gain a thorough understanding of current athletic facilities / fields to understand key issues as identified by the PARD.

**Product** – HA shall apply information and understanding gained in follow-up tasks.

**Total number of meetings:** One half (1/2) day tour.

**Items Provided by City of Pflugerville** – The City shall arrange for a vehicle and serve as guide for the duration of the city tour. Prior to the tour, the City shall complete the inventory template (see Task 2.04) as prepared by HA.

## **2.00 MAPPING / ANALYSIS**

### **2.01 REVIEW RELEVANT STUDIES THAT MAY IMPACT THE ATHLETIC COMPLEX STUDY**

- A. HA shall review other past or ongoing efforts that may influence the city's Athletic Complex Study. This will include:
- Pflugerville 2030 Parks, Recreation and Open Space Master Plan;
  - Pflugerville 2030 Comprehensive Plan;
  - Current city zoning and land use plan;
  - Specific master plans previously prepared for key areas;
  - Specific master plans for large residential development areas;
  - Planned roadway projects; and
  - Other specific studies.

**Product** – HA shall review past studies and reports.

**Number of meetings:** None.

**Items Provided by City of Pflugerville** – City shall provide one electronic copy or two hard copies of all relevant reports and documents.

### **2.02 DEMOGRAPHIC REVIEW**

- A. HA shall use population projections developed by the City of Pflugerville's existing Comprehensive Plan or other information as directed by the City of Pflugerville.
- B. HA shall illustrate the following information in table format:
- Current population;
  - Future growth forecasts as provided by the City of Pflugerville;
  - Built-out projections; and
  - Typical population profile, based on sex, age, ethnicity, income and education, (based on most current Census data).

**Product** – HA shall summarize existing population, population characteristics and future population projections from most recently available information in table format.

**Number of meetings:** One (1) conference call meeting with the Planning and Parks Departments to discuss the best available demographic data to be used.

**Items provided by City of Pflugerville** – The City shall provide population information (in digital form if available), including existing population by Census tracts, population estimates and projections, and demographic characteristics. If data is not available, HA will use the most current Census Bureau data.

### **2.03 PREPARATION OF BASE MAPPING**

- A. HA shall prepare base mapping that illustrates two levels, to ensure that the plan is comprehensive, yet sufficiently detailed to serve as a future guide. HA shall prepare the base mapping in a digital form for future use by the City of Pflugerville (through incorporation and enhancement of existing City of Pflugerville digital base mapping files). GIS data, digital aerial photographs, and/or PDF illustrations obtained from the City will be used as the base information for the regional and citywide level maps which shall include:
- **Regional level**, including all areas in the City ETJ, as well as relationship to fringe cities.
  - **City-wide level**, including study limits/sectors as determined in Task 1.01
- B. All mapping that is distributed in an illustrative format will be in PDF graphic file formats.
- C. Specific information to be incorporated into the base mapping includes:
- Zoning and Land Use;
  - Major roadways and utilities layers;
  - Key Destinations – Assemble available GIS data and map (with generic symbols) the



- general geographic location of key destinations in Pflugerville, to include:
- Key public facilities;
  - Parks and Trails;
  - Major natural features and drainage corridors; and
  - Schools (by classification and type).
- D. Key athletic complexes in adjacent cities and the region, whether private or public (number and type of fields)

**Product** – HA shall prepare base drawings for regional and citywide level areas.

**Number of meetings:** None.

**Items Provided by City of Pflugerville** – The City shall provide digital copies (if available), of most recent City mapping, including regional level maps, citywide maps illustrating existing zoning, and city maps illustrating existing and proposed land use. Where feasible, the City shall also provide data listed in Item C in GIS shapefile or geo-database format and shall help facilitate the coordination of acquiring similar data from adjacent cities.

## 2.04 MAPPING AND TABULATION OF EXISTING ATHLETIC AND PRACTICE FACILITIES

- A. From mapping generated by the recent parks master plan, prepare a specific map of athletic, practice and park locations by type in Pflugerville. Facilities to be shown include:
- Existing parks, recreation facilities and trails;
  - Existing City owned athletic facilities;
  - Other City owned properties, including developed and undeveloped properties; and
  - Private or quasi-private athletic facilities;
- B. Regional Facilities – Prepare a summary of number of fields by type at other major sports complexes within the Austin/RR region. Note that this will only include major tournament used facilities.
- C. Tabular summary of facilities – HA will prepare a table for each athletic facility type (i.e. softball, baseball, soccer practice fields vs. game fields, etc.) that summarizes the number and type of facilities in each park. This inventory table will be transmitted to the City for review and adjustment to ensure that existing facility supply is accurately depicted. This information will be discussed during a conference call.

**Product** – HA shall prepare a map that illustrates the geographic location of facilities in the city. HA shall develop an inventory template in table format to be used for an itemizing inventory of facilities in each park, classified by park type.

**Number of meetings:** One (1) conference call to discuss the existing inventory template and the completed form as provided by the City.

**Items provided by City of Pflugerville** – The City shall provide a copy of site plans for each existing park in the city (as available). The City shall provide data for each existing park, including address, size, current classification, and inventory of existing facilities in each existing park. The City shall provide a summary of known information on regional park facilities and other major area recreational attractions, including location, size, types of facilities, and annual or event attendance (known or estimated). The City shall also provide data listed in Item A in GIS shape file or geo-database format and shall help facilitate the coordination of acquiring similar data from adjacent cities.

## 2.05 RECONNAISSANCE REVIEW OF EXISTING ATHLETIC AND PRACTICE FACILITIES

- A. HA shall conduct a reconnaissance of existing athletic fields in Pflugerville and determine the extent to which they meet the current and future needs of the City. HA will consider the existence of Northeast Metro County Park in this evaluation.

- B. HA shall describe each athletic facility in terms of their positive and negative aspects, and need for improvement;
- C. HA shall note major deficiencies or readily apparent safety hazards;
- D. HA shall prepare recommendations for improvement.

Each field will be assigned a classification, ranging from A to C, which categorizes its ability to meet game field or practice conditions (i.e. A = premier game field with superior turf, drainage and spectator facilities, C = typical park play field with standard turf and viewing facilities)

**Product** – HA shall prepare a short write-up of each park with photographs.

**Number of meetings:** Up to two (2) day long reconnaissance site visits.

**Items provided by City of Pflugerville** – Prior to the Reconnaissance review, City shall provide a copy of site plans for each existing park in the city (as available).

## **2.06 COLLECT DATA ON TRENDS, LEAGUES, ASSOCIATIONS, AND EXISTING RECREATION PROGRAMS**

- A. HA shall prepare an information request form for distribution by the City to leagues and other facility users (within the City of Pflugerville).
- B. Based on the information received from the Leagues and user groups, HA shall summarize information on leagues, associations and other entities that use athletic recreation facilities in table and text format including the number of teams, number and type of facility used by each team, number of participants, attendees in current and past years, as well as potential growth.
- C. Obtain most recent usage information from National Sporting Goods Manufacturer's Association or other sources to track most recent national and state trends for different sports activities.

**Product** – HA shall prepare a summary of league usage or recreation usage by sport type.

**Total number of meetings:** None.

**Items Provided by City of Pflugerville** – The City shall provide league program data, including number of teams, numbers of participants, breakdown by age and sex (where applicable), program participation records for past three years, other non-city program data, and other participant data as available. The City shall distribute information request forms to leagues and user groups as appropriate.

## **3.00 CITIZEN INPUT**

Citizen input is crucial to the success of the Athletic Complex Study and plays an important role in the planning process. The purpose of Citizen Input is to educate and inform the community about the purpose of the study; to learn directly from the citizens what is important to them, and to help develop an understanding of the need for an Athletic Complex in Pflugerville.

### **3.01 FOCUS GROUP MEETING WITH ATHLETIC LEAGUE & OTHER KEY SPORT USER GROUPS**

- A. HA will prepare a questionnaire to serve as a structure for the meeting.
- B. HA will meet with key league representatives (up to 2) from each user group who are familiar with athletics/sports in Pflugerville.
- C. HA will conduct one (1) focus group meeting with a combination of key league / sport organization representatives collectively for user input. Key stakeholders may include:
  - Pflugerville Little League Baseball and Softball Association;
  - Pflugerville Youth Football League;

- Pflugerville Area Youth Soccer League;
- Pflugerville Volleyball Club Association;
- Pflugerville Adult Sport Leagues;
- Other user groups as identified by the City of Pflugerville;
- Parks and Recreation Commission (selected representatives);
- PISD; and
- Key community leaders or recreation providers as recommended by City Staff.

**Product** – HA shall prepare a summary of findings and comments made during the meeting.

**Total number of meetings:** One (1) focus group meeting

**Items Provided by City of Pflugerville** – The City shall make recommendations for the stakeholders' representatives and persons to be included in the meetings; provide meeting location, advertisement; and attend meeting.

### **3.02 FOCUS GROUP MEETING WITH OTHER KEY CITY DEPARTMENTS**

- A. HA will meet with key personnel of key City departments that may be impacted by the Athletic Complex Study and from whom support for the implementation of the Athletic Study may be required. Departments may include:
- Parks and Recreation Dept. operations and maintenance staff;
  - Planning;
  - Public Works/Transportation;
  - Economic Development; and
  - Assistant City Manager(s).

**Product** – HA shall prepare a summary of findings and comments made during the meeting

**Total number of meetings:** One (1) focus group meeting

**Items Provided by City of Pflugerville** – The City shall establish location and time for meeting; issue invitations to meeting; and attend meeting as desired or appropriate.

### **3.03 ON-LINE CITYWIDE ATHLETIC FACILITY PREFERENCE SURVEY**

- A. HA will prepare an on-line survey to assess Pflugerville resident attitudes and potential usage of athletic facilities. The survey draft will be reviewed by City staff and key league representatives prior to being made available to the general public.
- B. The survey will be linked to the City of Pflugerville website by City IT staff. Halff will prepare an email "blast" suitable for being transmitted to residents of the City using available email lists and databases.
- C. Halff will evaluate survey results and incorporate them into the analysis in Task 4.

**Product** – HA will develop the draft survey, edit it per comments received from the City, and evaluate the survey results in table format.

**Total number of meetings:** None anticipated

**Items Provided by City of Pflugerville** – Assist in linking the survey instrument to the City website, and promote the survey to Pflugerville residents via city newsletters, announcements and email blasts.

## **4.00 NEEDS ASSESSMENT**

### **4.01 EVALUATE STANDARDS & LEVEL OF SERVICE FOR ATHLETIC & PRACTICE FACILITIES**

**Review previously adopted Pflugerville 2030 Park, Open Space, and Recreation standards, and recommend adjustments or new standards as appropriate. Use the following criteria to evaluate the standards:**

- A. Prepare a summary of regional athletic complex needs, based on assessment of other area competitive facilities and their current level of use. Identify potential activity types that may be less well met than others.
- B. Compare standards with those found in up to four (4) similar cities, including geographically and demographically similar cities, as well as other exceptional model cities. The choice for the four cities will be based on data readily available from previous HA projects and/or City of Pflugerville PARD recommendations;
- C. Use NRPA standards or similar area standards as starting point for review;
- D. Review comments and data received from athletic league/sport organization groups regarding existing and future growth;
- E. Review comments and data received from athletic league/sport organization focus group meetings; and
- F. Prepare comparison of recommended spatial facilities to actual number of facilities, and develop table that illustrates deficiencies in each category.

**Product** – HA shall draft park facility standards and potential need for each type of athletic facility in table and written format.

**Number of meetings:** One (1) conference call meetings to discuss facility standards respectively.

**Items Provided by City of Pflugerville:** The City shall and review and comment on proposed Standards and Level of Service.

#### 4.02 **PREPARE SUMMARY OF NEEDS ASSESSMENT**

- A. Prepare written summary of needs assessment, to include areas of significant deficiencies, both in terms of specific types of athletic facilities. Compare recommended standards to actual conditions to determine deficiencies.
- B. Prepare maps/illustrations as appropriate that demonstrate key needs.
- C. An analysis of existing Athletic Facilities will be conducted; this analysis will be comprehensive in nature, reviewing all aspects of the parks athletic system and programs, and will have four major components, which will be synthesized to create a collective needs assessment.
  - Needs based on recommended **Recreation Standards and Level of Service**
  - Needs based on **Focus Group and Public Input meetings**
  - Needs based on **Review of Existing System**
  - Needs based on **Lack of Local Facilities**, but have a strong potential for local demand and participation, e.g., girls softball, lacrosse, etc.
- D. Evaluate the challenges of operating geographically distributed athletic fields vs. an Athletic Field Complex. Review and analyze three scenarios to address need, and include the benefits and constraints of each approach. Scenarios will include:
  - All new sports complex
  - New or improved facilities on existing city owned sites
  - A hybrid of new site and some improvements to existing sites.

**Products:** HA shall prepare a summary of athletic system needs and potential scenarios to address need in text and table. HA shall prepare a map illustrating key needs and key findings.

**Number of meetings:** One (1) conference call to discuss findings report.

**Items Provided by City of Pflugerville:** The City shall review needs assessment and comment as appropriate.

## **5.00 REPORT PREPARATION, REVIEW, AND APPROVAL**

### **5.01 CITYWIDE PUBLIC MEETING**

- A. HA will conduct one (1) Open House public meeting forum to interview, discuss and present proposed planning efforts for the Athletic Complex Study. Opportunities and constraints associated with the Randig tract will also be presented during this meeting;
- B. HA will prepare exhibits and presentation for the workshop; and
- C. Prepare written summary of key items discussed and comments received during workshops.

**Product** – HA shall prepare a summary of findings and comments made during the meeting.

**Total number of meetings:** One (1) open house meeting

**Items Provided by City of Pflugerville** – The City shall establish location and time for meeting; issue invitations to meeting; and attend meeting as desired or appropriate.

### **5.02 SUMMARY REPORT – ATHLETIC FACILITY NEEDS**

- A. HA shall combine the information compiled in each of the tasks above and place the report in digital format (PDF) for review and approval by the City Staff, Parks and Recreation Commission and City Council. Elements in this task will include:
  - Preparation of Report and Submittal of one (1) black and white draft to Parks and Recreation Department for review;
  - One (1) joint briefing presentation with Parks and Recreation Commission and City Council;
  - Revisions based on comments received, and preparation of a final report; and
  - Approval of the final master plan by the City Council.
- B. HA will prepare one complete draft of the report for City review. Upon city review, HA will prepare one revised draft report for review, before preparing the final report.

**Products:** HA shall prepare one (1) black and white draft report and in digital format for review; present to Parks and Recreation Commission, and City Council. Total number of original reports (in both electronic and hard copy format) include one (1) draft report, one (1) revised draft color report and one (1) final color report.

**Total Number of meetings: Halff will attend for review and approval:** One (1) joint work session with Parks and Recreation Commission and City Council.

**Items Provided by City of Pflugerville:** The City shall review draft report, set up meetings and agenda items for review and approval of Athletic Complex Needs Assessment report.

*End of Phase 1*

## **PHASE 2 – ATHLETIC COMPLEX SITE SELECTION CRITERIA AND FEASIBILITY ANALYSIS** *(based on recommendation by City Council to proceed to this step)*

### **1.0 ATHLETIC FACILITY PROGRAM AND SITE SELECTION CRITERIA**

#### **1.01 ATHLETIC FACILITY PROGRAM AND CRITERIA FOR PREFERRED ATHLETIC COMPLEX**

- A. HA will develop a preliminary program for the proposed athletic complex. The types of elements, space requirements, lighting, access and special needs will be noted. Program elements will include:
- Type of facility mix;
  - Number of recommended fields (short term and long term);
  - Support facility needs, including parking, concessions, restrooms;
  - Operational needs for maintenance, including storage, staff needs, etc.;
  - Access requirements;
  - Expansion or phasing needs;
  - Utility considerations; and
  - Additional amenities to include if feasible, such as play areas, picnic facilities, trails, etc.
- B. HA will prepare criteria for site selection, including:
- Impacts on adjacent properties;
  - Local and regional access;
  - Utility and gray water availability;
  - Topography and drainage; and
  - Other criteria as appropriate
- C. Transmit draft site program and site selection criteria to City staff for review and comment.

**Product** – Draft facility program for athletic complex, criteria for site selection in table form.

**Total number of meetings:** None anticipated.

**Items Provided by City of Pflugerville** – Review and comment as appropriate.

### **2.0 SITE REVIEW AND RECOMMENDATION**

#### **2.01 SITE FEASIBILITY AND ANALYSIS**

Potential locations will be reviewed during this phase. HA will work with the City of Pflugerville to identify and evaluate up to (3) three sites, including the Randig Tract.

- A. Conduct a workshop with city staff to discuss potential locations for the athletic complex. Using site criteria developed above, discuss alternate sites and narrow the potential areas to a maximum of three locations, including the Randig tract as one alternative.
- B. HA shall compile information for each of the selected three (3) sites, for use during site evaluation. This information will include adjacent land uses and/or zoning, locations of adjacent streets; major wet and dry utilities; existing aerial topography and aerial imagery (as provided by the City of Pflugerville), drainage ways and floodplains and potential wetlands.
- C. Each site will be evaluated for the following items:
1. Review and access property ownership and potential cost of acquisition (if any).
  2. Analyze transportation and access issues and consider necessary improvements that will allow the project area to function as desired.

3. Analyze utility infrastructure and hydrology issues involving the project sites and identify the impacts and improvements necessary to develop a sports complex on each site as a result of those studies.
  4. Consider potential for environmental impacts, such as wetlands, or other significant environmental impacts on each site.
- D. Provide site constraints and analysis map of each site identifying ingress/egress, circulation patterns, buffers, views/vistas, topographic relief and constraints, major stands of vegetation, water bodies, environmentally sensitive areas, etc.; and
  - E. Create an initial “massing model” for each candidate site that illustrates how facilities might be arranged on each site using the preferred facility needs program.
  - F. Provide a summary that outlines the development potential of each of the potential project sites selected for review, and prepare an evaluation matrix that ranks each site for suitability according to its athletic complex development suitability and its long-term benefits.
  - G. Review findings in a workshop meeting with City staff and modify once per comments received.
  - H. Review the site evaluation findings in a meeting with the Parks and Recreation Commission and the City Council.

**Products:** HA shall prepare evaluation matrix for potential sites based upon availability, costs, land use, acres of available land and access. HA shall prepare a summary report for review in digital format; review with City Staff; Total number of reports include one (1) draft summary, and one (1) final summary of selected sites.

**Total Number of meetings:** Halff will attend for review and approval two (2) work sessions with City Staff; one (1) joint workshop with the Parks and Recreation Commission and the City Council.

**Items Provided by City of Pflugerville:** The City shall review draft and final summary matrix findings. City shall approve matrix summary and site(s) selection recommendations, and provide notice to proceed to the selected site’s schematic master plan.

### **3.0 CONCEPT MASTER PLAN**

#### **3.01 SCHEMATIC MASTER PLAN**

Once a suitable site has been selected, and upon notice to proceed by City staff, preparation of a development master plan for the preferred site will commence. The master plan will include a phasing analysis if applicable, and include a development strategy to implement the desired athletic facility and associated park amenity improvements.

- A. **Preliminary Master Plan Preparation:** Finalize the development program with City Staff, based on results of site investigation and public participation processes.
  1. Prepare a preliminary master plan in sketch form, along with supporting illustrative graphics. Submit to City Staff review and comment. Modify the preliminary master plan once per staff comments;
  2. Provide preliminary development costs for the preliminary master plan alternative; and
  3. Review the preliminary master plan with City Staff and selected stakeholders.
- B. **Final Master Plan Preparation:** Per comments received, prepare a refined schematic master plan, with illustrations for graphic support, for City Staff review and approval.
  1. Prepare final Master Plan graphics based upon comments received from the preliminary schematic master plan;

2. Identify project phasing for City Staff review and approval;
3. Prepare an estimate of probable construction cost for the project that identifies probable construction costs for each phase of the project including design, property acquisition, construction, utilities, operations, and maintenance; and
4. Prepare Master Plan Summary. This final summary will reference the Site Investigation Report, the final master plan and descriptive summary, and will include documentation describing the plan preparation process. The Final Master Plan Report will be delivered to the City of Pflugerville in hard copy and digital formats.

**Products:** HA shall prepare a schematic Master Plan for the selected site showing field composition and layout, ingress/egress, parking, pavilions, concession areas, circulation and natural areas. Total number of reports include one (1) draft summary, and one (1) final summary of selected sites in digital format and one (1) full size color print of the site.

**Total Number of meetings:** Half will attend one (1) meeting with City Staff

**Items Provided by City of Pflugerville:** The City shall review and comment as appropriate.

## **4.0 REPORT PREPARATION AND APPROVAL**

### **4.01 REPORT PREPARATION, REVIEW, AND APPROVAL**

A. HA shall combine the information compiled in each of the tasks above and place the report in digital format (PDF) for review and approval by the City Staff, Parks and Recreation Commission and City Council. Elements in this task will include:

- Preparation of Report and Submittal of one (1) black and white draft to Parks and Recreation Department for review;
- One (1) briefing presentation to Parks and Recreation Commission (by City Staff);
- One (1) joint briefing presentation to Parks and Recreation Commission and City Council;
- Revisions based on comments received, and preparation of a final report; and
- Approval of the final master plan by the City Council.

B. HA will prepare one complete draft of the report for City review. Upon city review, HA will prepare one revised draft report for review, before preparing the final report.

**Products:** HA shall prepare one (1) black and white draft report and in digital format for review; review with staff; present to the City Staff, Parks and Recreation Commission, and City Council. Total number of reports include one (1) draft report, one (1) revised draft report and one (1) final color report.

**Total Number of meetings: Half will attend for review and approval:** One (1) joint presentation to Parks and Recreation Commission and City Council.

**Items Provided by City of Pflugerville:** The City shall review draft report, set up meetings and agenda items for review and approval of Athletic Complex Study report.

*End of Phase 2*



### **Phase 3 – Randig Tract Feasibility Study and Master Plan; (*non-athletic complex alternative*)**

As an alternative to developing the Randig Tract for athletic field development, HA will evaluate and recommend the most feasible type of use for the Randig tract to support the City of Pflugerville Park System. Use of the property as an athletic field complex and as another type of park (to be determined in this phase) can be reviewed simultaneously by user groups and the citizens of Pflugerville. This may result in a quicker and more thorough decision making process.

***Therefore, it is recommended that this phase occur simultaneously with Phase 2.***

Based on the physical characteristics of the +/- 150 acre property, proximity to Lake Pflugerville and the needs identified in the 2030 Parks, Recreation and Open Space Master Plan, HA shall develop a master plan for the property that assesses the site's physical characteristics, including but not limited to elevation, slope, orientation, vegetation, drainage, flood plain and soil type. Include a development strategy to implement the desired recreational improvements.

#### **1.01 RANDIG TRACT MASTER PLAN PREPARATION**

- A. Stakeholder Meeting:** The Design Team will meet with citizens in adjacent neighborhoods and other interest groups to discuss wishes and concerns regarding development of the Randig Tract as a park.
- B. Development Program:** Working with City Staff, and based upon comments received from previous user groups and public workshop, HA will identify an alternative (non-athletic complex) development program for the Randig Tract. The development program will include a description of recreational activities the park should support, the relative sizes and other ancillary or supporting activities and structures that should be included in the development of the park. Halff will finalize the development program with City Staff, based on results of the site investigation and public participation process.
- C. Preliminary Master Plan Preparation:** Finalize the development program with City Staff, based on results of site investigation and public participation process.
  - 1. Prepare up to two (2) preliminary concept plan sketches for City Staff review and comment. The preliminary master plans will indicate a variety of development scenarios and alternatives, and include varying types, mixes and ranges of recreational activity areas and support facilities. Preliminary master plan alternatives will be delivered to City Staff in hard copy and digital formats. (*Note that a third alternative for the Randig Tract as an athletic complex will be prepared in Phase 2*).
  - 2. Review the preliminary master plan with City Staff, and based on input received, combine components of each plan or altering configurations as applicable into the preparation of a refined preliminary master plan for the project.
  - 3. Present the alternatives and refined plan at the site review public meeting identified in Phase 2, Task 2.2.
- D. Final Master Plan Preparation:** Prepare a refined master plan, with illustrations for graphic support, for City Staff review and approval.
  - 1. Prepare one (1) final Master Plan for the Randig Tract based upon comments received from the preliminary master plan;
  - 2. Identify project phasing for City Staff review and approval;

3. Prepare an estimate of probable construction cost for the project that identifies probable construction costs for each phase of the project including design, construction, utilities, operations and maintenance; and
4. Prepare Master Plan Summary. This final summary will reference the Site Investigation Report, the final master plan and descriptive summary. The Final Master Plan will be delivered to the City of Pflugerville in hard copy and digital formats.

**Products:** HA shall prepare summary and Master Plan for the Randig Tract showing layout, location of amenities, parking, pavilions, circulation and preserved natural areas. HA shall identify projected costs for the improvements to the site. Total number of report copies (in electronic and printed format) included is one (1) draft summary, and one (1) final summary in digital format and two (2) full size color prints of each of the master plan illustration(s).

**Total Number of meetings:** Halff will attend one (1) public meeting and one (1) meeting with City Staff

**Items Provided by City of Pflugerville:** The City shall review and comment as appropriate. The City shall provide meeting location, advertisement; and attend meeting.

## 1.02 RANDIG TRACT REPORT PREPARATION, REVIEW, AND APPROVAL

- A. HA shall combine the information compiled in the task above and develop a draft report in digital format (PDF) for review and approval by City Staff, the Parks and Recreation Commission and City Council. Elements in this task will include:
- Preparation of Report and Submittal of one (1) black and white draft to Parks and Recreation Department and City staff to review;
  - One (1) joint briefing presentation to Parks and Recreation Commission and City Council;
  - Revisions based on comments received, and preparation of a final report; and
  - Approval of the final master plan by the Parks and Recreation Commission and the City Council. (by City Staff)

**Products:** HA shall prepare one (1) black and white draft report in both digital and printed format for review; review with staff; present Parks and Recreation Commission, and City Council. Total number of reports includes one original (1) draft report, one original (1) revised draft report and one original (1) final color report.

**Total Number of meetings:** Halff will attend for review and approval: One (1) joint presentation to Parks and Recreation Commission and City Council for review.

**Items Provided by City of Pflugerville:** The City shall review draft report, set up meetings and agenda items for review and approval of Randig Tract Master Plan.

*End of Phase 3*

*- End of Master Planning Services -*



**ATTACHMENT 'B'**  
**Basis of Compensation**  
**Athletic Complex and Randig Tract Feasibility Study**  
**Pflugerville, Texas**

**FEE SUMMARY**

**PHASE I – ATHLETIC COMPLEX JUSTIFICATION STUDY**

1. Project Initiation/Facility Tour	(1 mtg., 1 tour.)	\$ 4,500.00
2. Mapping and Analysis	(2 Conf. Calls, 1 Site Rec.)	\$ 10,700.00
3. Public Involvement	(2 StakeH/Pub. mtgs., 1 Conf. Call)	\$ 11,600.00
• Focus Group Meeting (Athletic League & Key User Groups)		
• Focus Group Meeting (City Representatives)		
• On-line Citywide Athletic Facility Preference Survey		
4. Needs Assessment	(1 Conf. Calls)	\$ 8,700.00
5. Report Preparation, Review and Approval	(1 OH, 1 Jt PB/CC mtg.)	\$ 9,500.00
<b>Subtotal Phase I – Athletic Complex Justification Study</b>		<b>\$ 45,000.00</b>

**Direct Costs**

1. Reimbursable Expense	\$ 2,500.00
<b>Subtotal Direct Costs</b>	<b>\$ 2,500.00</b>

**PHASE I – TOTAL ATHLETIC COMPLEX JUSTIFICATION STUDY \$ 47,500.00**

**PHASE II – ATHLETIC COMPLEX SITE SELECTION AND FEASIBILITY ANALYSIS**

1. Site Feasibility Study Analysis (Ang/Econ)	\$ 4,500.00	
2. Site Invest. & Base Map Preparation	(1 Conf. Call) \$ 8,000.00	
3. Schematic Master Plan	(1 mtg. Staff)	
• Program Development \$ 2,000.00		
• Preliminary Master Plan & Cost Estimate \$ 9,800.00		
• Final Master Plan & Cost Estimate \$ 10,200.00		
4. Report Preparation, Review and Approval	(1 Jt Park Bd/CC mtg.) \$ 5,500.00	
<b>Subtotal Phase II – Athletic Complex Site Selection/Feasibility Analysis</b>		<b>\$ 40,000.00</b>

**Direct Costs**

1. Reimbursable Expense	\$ 2,500.00
2. Angelou Economics	\$ 10,000.00
<b>Subtotal Direct Costs</b>	<b>\$ 12,500.00</b>

**PHASE II – TOTAL ATHLETIC COMPLEX SITE SEL./FEASIBILITY ANALYSIS \$ 52,500.00**

**PHASE III – RANDIG TRACT MASTER PLAN**

1. Master Plan Preparation	(1 mtg. Staff)	
• Public Workshop/Meetings		(1 Public mtg.) \$ 4,700.00
• Program Development		\$ 1,500.00
• Preliminary Master Plan & Cost Estimate		\$ 9,000.00
• Final Master Plan & Cost Estimate		\$ 7,700.00
2. Report Preparation, Review and Approval	(1 Jt. Park Bd./CC mtg.)	\$ 5,000.00
<b>Subtotal Phase III – Randig Tract Master Plan</b>		<b>\$ 27,900.00</b>

**Direct Costs**

1. Reimbursable Expense	\$ 2,000.00
<b>Subtotal Direct Costs</b>	<b>\$ 2,000.00</b>



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**PHASE III – TOTAL RANDIG TRACT MASTER PLAN** **\$ 29,900.00**

**FEE SUMMARY TOTAL** **\$ 129,900.00**

The estimated fees for Phase I - III items, established above, shall be considered lump sum fees unless otherwise noted. Our services will be invoiced monthly. Direct costs (above), including printing, plotting and reproduction, postage, messenger service, equipment, long distance telephone calls and travel outside of the Dallas/Fort Worth Metroplex will be considered reimbursable. They will be billed at 1.10 times the direct cost incurred. Costs incurred will be carefully monitored during the progress of this project and the fees or budgets will not be exceeded without prior approval from the City of Pflugerville.

Attachment 'D' – Additional Services, includes items which are not included in this proposal, but can be provided by Halff Associates, if needed. Attachment 'C' provides the Standard Form of Agreement. The fees quoted in this proposal will be honored for up to 45 days from the date of this proposal.

**ATTACHMENT 'D'**  
**Additional Services**  
**Athletic Complex and Randig Tract Feasibility Study**  
**Pflugerville, Texas**

Additional services, not included in the Scope of Services, will be negotiated with the City of Pflugerville as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Development of Construction Documents;
2. Surveying;
3. Client generated changes to design once work is in progress, will be billed at hourly rates per proposals approved by the City of Pflugerville, until the work is at the same level of completion as it was prior to the change;
4. Additions to the project scope or budget that causes additional planning work;
5. Additional public meetings or workshops (**7 total scheduled Public/Parks and Recreation Commission/Council meetings**), not identified in the project scope;
6. Any additional work not specifically included in the above scope of services will be accomplished as Additional Services;
7. Trail/park improvements other than those listed in the scope of work;
8. Permit fees, filing fees, pro-rated fees, impact fees and taxes, TDLR fees, and any federal, and/or state regulatory agency review fees;
9. Printing of drawings, specifications and contract documents except as noted herein;
10. Graphic products except as noted in herein;
11. Design of utilities or other improvements outside of the project boundary except for and along proposed drive improvements (not in scope);
12. Quality control and material testing services during construction except for submittal reviews;
13. Environmental services;
14. Traffic engineering report or studies;
15. Construction staking;
16. Preliminary or Final Plat;
17. Design of major existing utility relocations or modifications;
18. Negotiations/agreements with adjacent property owners;
19. HEC-1 Analysis or flood studies of the drainage channels on site;
20. Preparation of Environmental Impact Statements or Investigation Reports for the project site;
21. The City shall pay cost of permits or filing fees, required by regulatory agencies or departments, obtained for the City; and
22. This scope does not include effort specifically for regulatory submittals including, but not limited to, Section 404 permitting, CLOMR, LOMR, or Floodplain Development Permit. In the event any of these efforts are warranted, we will request these as Additional Services.