



ASAKURA
ROBINSON

PECAN PARK AND PICADILLY PARK
PROFESSIONAL SERVICES AGREEMENT

CITY OF PFLUGERVILLE
JULY 14, 2021

TABLE OF CONTENTS

1	Executive Summary	3
2	Professional Services Agreement (PSA)	4
3	Attachment “A” Compensation	17
	3.A1 Basic Scope of Services Fee Schedule	18
	3.A2 Pecan Park Consultant Hourly Fee Schedule	28
	3.A3 Picadilly Park Consultant Hourly Fee Schedule	32
4	Attachment “B” Scope of Services	36
	4.B1 Scope Exhibit – Pecan Park	37
	4.B2 Scope Exhibit – Picadilly Park	38
	4.B3 Basic Scope of Services	39
	4.B4 Prime Consultant Proposal – Asakura Robinson Company, LLC	53
	4.B5 Subconsultant Proposal – Martinez Moore Engineers LLC	61
	4.B6 Subconsultant Proposal –Jose Guerra, Inc. Consulting Engineers	82
	4.B7 Subconsultant Proposal –Garza Consulting, LLC	87
	4.B8 Subconsultant Proposal –Contour Collective	91
	4.B9 Additional Services Subconsultant Proposal –Surveying and Mapping (SAM), LLC	95
	4.B10 Additional Services Subconsultant Proposal – Raba Kistner Consultants, Inc. (RCKI)	102
5	Attachment “C” Project Design Schedule	112
	5.C1 Project Design Schedule – Pecan Park and Picadilly Park	113
6	Form 1295	115
7	Project Certificate of Liability Insurance	116



1. EXECUTIVE SUMMARY

1224 E. 12th Street, Suite 310
Austin, TX 78702
Planning | Urban Design | Landscape Architecture
P: (512) 351-9601
W: asakurarobinson.com



ASAKURA
ROBINSON

EXECUTIVE SUMMARY

July 14, 2021

Dear City of Pflugerville City Council,

The Asakura Robinson team and I are thrilled to have been selected for the Pecan Park and Picadilly Park with the City of Pflugerville- two unique parks that are sure to be a vibrant part of Pflugerville. In the enclosed document you will find the Professional Services Agreement as well as proposals, fees, a project schedule for the entire team.

Limit of Scope of Work Since being selected, we have had the opportunity to learn more from the City of Pflugerville and their General Consultant, Vanir about the project plans, budget, opportunities, and constraints. To help prepare both design fees and anticipate an extents that works with the project budget we have tightened the limit of scope of work. Considering the project budget and need for safety due to floodplain and floodway issues, we shifted reduced the scope area and included some amenities as add services. The amenities chosen for add services are ones that may not be feasible or would have a high cost to build due to the floodplain.

Floodplain and Floodway Safety Both parks are almost fully in the floodplain and have areas in the floodway. Considering flood safety will be paramount to making these parks a safe and fun place for all. The cost to study the restrictions of floodplain and floodway was higher than a typical park fee that is not in the floodplain. Our team has included a preliminary hydrology and hydraulic study and memo in the proposal. This will use information the City of Pflugerville already has to understand what is needed for the proposed design.

Creativity in Design and Budget We have put together a comprehensive proposal that works with the General Consultant, Vanir and the City to get the most value from all of the consultants to meet the bond funding requirements and timeline. We have also included avenues to accommodate the unexpected, such as a need for green infrastructure or specialty needs from the parkland.

Thank you for your time and consideration of our proposal.

Sincerely,

Margaret Robinson, PLA, LEED AP, SITES AP
Founding Principal



**PROFESSIONAL SERVICES AGREEMENT
FOR
“PECAN AND PICADILLY PARKS”**

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 Asakura Robinson Company LLC (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Exhibit 2 Scope of 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 three hundred sixteen thousand, four hundred fifty-eight dollars and eighty-six cents (\$316,458.86) as total compensation, to be paid to Consultant as further detailed in *Exhibit 1: Compensation* and *Exhibit 2: Scope of 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: Asakura Robinson LLC
Attn: Margaret Robinson
Founding Principal
1224 East 12th Street, Suite 310
Austin, Texas 78745

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to***

the City, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this

Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Martinez Moore Engineers, LLC; Jose I. Guerra, Inc. Consulting Engineers; Contour Collective; Garza Consulting. In addition, the following subcontractors may be used if the included additional services proposals are approved: Surveying and Mapping, LLC (SAM); Raba Kistner Consultants, Inc (RKCI). 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” – Compensation including Fee Schedules for Base Scope, and Consultant Team Fee Schedule for Pecan Park and Picadilly Park

Attachment “B” – Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services

Attachment “C” – 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**

ASAKURA ROBINSON, LLC

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **Margaret Robinson**

Title: City Manager

Title: **Founding Principal**

Date: _____

Date: **July 14, 2021**

APPROVED AS TO FORM:

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



ATTACHMENT "A": COMPENSATION

3	Attachment "A" Compensation	17
	3.A1 Basic Scope of Services Fee Schedule	18
	3.A2 Pecan Park Consultant Hourly Fee Schedule	28
	3.A3 Picadilly Park Consultant Hourly Fee Schedule	32



3.A1 BASIC SCOPE OF SERVICES FEE SCHEDULE



CITY OF PFLUGERVILLE

Note: The following spreadsheet corresponds to the basic scope provided by the City of Pflugerville's General Consultant, Vanir. Both the Base Scope and Base Scope Fee Schedule have redundancies with the consultant team proposals. Please also refer to the consultant fee schedule beginning on page 26.

PECAN PARK AND PICADILLY PARK

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	Total Labor Hours	Total Direct Labor Costs
		Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&H Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech		
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum		
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:	250.00	153.00	149.00	94.00	83,660.00	22,270.00	20,500.00	47,300.00	11,887.00	2,900.00	52,390.80	14,100.00	24.00	\$ 3,824.00
1.10	Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The designated Project Manager will not be replaced without the written approval of the City.	4.00	16.00		4.00										\$ -
1.20	The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10 th calendar day of each month.														\$ -
1.30	Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.														\$ -
1.40	Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision.														\$ -
1.50	The CONSULTANT will handle administrative and coordination services related to subconsultants.														\$ -
1.60	The CONSULTANT will submit to the CITY documentation of expected reimbursable expenses including but not limited to review and/or permit fees required by Authorities having Jurisdiction (AHJ).														\$ -
1.70	The CONSULTANT will submit to the CITY documentation of approvals and/or permits received from Authorities Having Jurisdiction. This documentation shall include proof of paid review and/or permitting fees for reimbursement.														\$ -
1.80	The CONSULTANT will attend a Project Kick-Off Meeting with the CITY and the GC. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.														\$ -
1.90	The CONSULTANT will meet with CITY and the GC monthly if required by the CITY. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.														\$ -
1.10	The CONSULTANT will attend an Alternatives Concept Meeting with the CITY and the GC to present findings and recommendations included in the Alternatives Concept Study Report to be prepared by the CONSULTANT. The CONSULTANT shall submit the Alternatives Concept Study Report to the CITY a minimum of two (2) business days prior to the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.														\$ -
1.11	The CONSULTANT will attend two (2) Public Engagement Meetings with the CITY and the GC. The CONSULTANT will assist the CITY and the GC in preparing a Community Survey prior to one or both meetings. At these meetings, the CONSULTANT will be prepared to present design concept(s), answer questions, and document public comments related to the design concept(s). Prior to the meeting, the CONSULTANT will provide a .pdf or similar digital exhibits as requested by the CITY for presentation purposes. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.														\$ -
1.12	The CONSULTANT will attend Comment Resolution Meetings after the 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.														\$ -
	Task 1 Hours	4.00	16.00		4.00									24.00	\$ 3,824.00
	Task 1 Estimated Labor Costs	\$ 1,000.00	\$ 2,448.00	\$ -	\$ 376.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,824.00
2.0	ALTERNATIVES CONCEPT PHASE:														

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	Total	Total Direct
		Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&N Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech		
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum		
2.10	<i>Data Collection:</i> 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.	\$ 250.00	\$ 153.00	\$ 149.00	\$ 94.00	\$ 83,660.00	\$ 22,270.00	\$ 20,500.00	\$ 47,300.00	\$ 11,887.00	\$ 2,900.00	\$ 52,390.80	\$ 14,100.00	-	\$ -
2.20	<i>Alternatives Concept Study:</i> The CONSULTANT will prepare an Alternatives Concept Study Report which outlines at least two (2) different design options for each project. Each design option will include an Opinion of Probable Cost. The Alternatives Concept Study Report will explain which factors contributed to design option decisions and the advantages and disadvantages of each option.	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Task 2 Hours		-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Task 2 Estimated Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	Total Labor Hours	Total Direct Labor Costs
		Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&N Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech		
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum		
		\$ 250.00	\$ 153.00	\$ 149.00	\$ 94.00	\$ 83,660.00	\$ 22,270.00	\$ 20,500.00	\$ 47,300.00	\$ 11,887.00	\$ 2,900.00	\$ 52,390.80	\$ 14,100.00		
4.0	ENVIRONMENTAL SERVICES: (Potential Environmental Services may include the following)														
4.10	Advanced Consultation with the Texas Historical Commission requirements as needed;		1.00											1.00	\$ 153.00
4.20	Compliance with Construction Stormwater General Permit (TPDES);		1.00											1.00	\$ 153.00
4.30	Review of State and Federal Threatened and Endangered species;		1.00											1.00	\$ 153.00
4.40	Environmental Site Assessment as needed; and		1.00											1.00	\$ 153.00
4.50	Consultation and compliance review under Section 404 Clean Water Act.		1.00											1.00	\$ 153.00
4.60	Comply and/or coordinate with TxDOT as necessary		1.00											1.00	\$ 153.00
	Task 4 Hours		6.00											6.00	\$ 918.00
	Task 4 Estimated Labor Costs	\$ -	\$ 918.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 918.00
7.0	DRAINAGE DESIGN SERVICES: The tasks performed for the drainage design will include, but are not limited to the following:							1.00							
7.10	The CONSULTANT will obtain current hydrologic and hydraulic as-built drawings, models, and associated data from the responsible government agencies;														\$ -
7.20	The CONSULTANT will acquire current available 1-ft. LIDAR data for drainage area delineation and for model data supplementation;														\$ -
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;														\$ -
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:														\$ -
7.50	Offsite and onsite watershed identification;														\$ -
7.60	Existing conditions for the applicable creek crossings;														\$ -
7.70	Proposed condition model results for culvert crossings;														\$ -
7.80	Identification of assumptions;														\$ -
7.90	Discussion of scour analysis performed; and														\$ -
7.40	Discussion of potential channel modifications and flood mitigation needs.														\$ -
	Task 7 Hours							1.00							\$ -
	Task 7 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,270.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 22,270.00
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;														\$ -
8.20	The CONSULTANT will prepare SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include information presented in the WPAP and include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1"=50' double stacked;														\$ -
8.30	The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);														\$ -
8.40	The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;														\$ -
8.50	The CONSULTANT will prepare a Storm Water Pollution Prevention Plan (SW3P) and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction;														\$ -
	Task 8 Hours														\$ -
	Task 8 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	Total Labor Hours	Total Direct Labor Costs
		Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&H Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech		
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum		
		\$ 250.00	\$ 153.00	\$ 149.00	\$ 94.00	\$ 83,660.00	\$ 22,270.00	\$ 20,500.00	\$ 47,300.00	\$ 11,887.00	\$ 2,900.00	\$ 52,390.80	\$ 14,100.00		
9.0	TREE PRESERVATION SERVICES														
9.10	The tasks performed for the Tree Preservation will include, but are not limited to the following:														\$ -
9.20	The CONSULTANT will develop a Tree Inventory Summary Table listing the tree ID, type and size; and	2.00	4.00	2.00	8.00									16.00	\$ 2,162.00
9.30	The CONSULTANT will develop Tree Protection Details.	2.00	4.00	2.00	8.00									16.00	\$ 2,162.00
	Task 9 Hours	4.00	8.00	4.00	16.00									32.00	\$ 4,324.00
	Task 9 Estimated Labor Costs	\$ 1,000.00	\$ 1,224.00	\$ 596.00	\$ 1,504.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,324.00
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	12.00	10.00	22.00	32.00									76.00	\$ 10,816.00
	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									18.00	\$ 2,982.00
10.20	30 Percent Submittal:														
	a Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. For the schematic, provide two (2) roll-plots at a scale of 1"=50' submitted in 24" roll paper format, up to 6' long.	2.00	2.00		2.00									6.00	\$ 994.00
	b The submittal must include the following:		4.00		4.00									8.00	\$ 988.00
	i 30 percent design level schematic roll-plot.													-	\$ -
	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;													-	\$ -
10.30	60 Percent Submittal:														
	a Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets will be prepared and submitted in 11"x17" tabloid paper format.	2.00	2.00		2.00									6.00	\$ 994.00
	b The submittal must include the following:		4.00		4.00									8.00	\$ 988.00
	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;													-	\$ -
10.40	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.	2.00	2.00		2.00									6.00	\$ 994.00
	b The submittal must include the following:		4.00		4.00									8.00	\$ 988.00
	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;													-	\$ -
10.50	100 Percent Submittal:														
	a The submittal must include the following:	2.00	2.00		2.00									6.00	\$ 994.00
	i Responses to 90 percent review comments;													-	\$ -

		1	2	3	4	5	6	7	8	9	10	11	12			
PHASE		TASK DESCRIPTION	Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&N Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech	Total	Total Direct
			Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Labor Hours
		ii Two (2) original signed (electronic signatures allowed) and sealed 11"x17" tabloid paper sets of the Final Construction Plans;	250.00	153.00	149.00	94.00	83,660.00	22,270.00	20,500.00	47,300.00	11,887.00	2,900.00	52,390.80	14,100.00	-	\$ -
		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.	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
10.60		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.	2.00	2.00		2.00									6.00	\$ 994.00
	b	The CONSULTANT will submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).										0.23			0.23	\$ 675.00
Task 10 Hours			28.00	38.00	22.00	60.00	0.80	-	0.75	0.80	0.84	0.23	-	-	148.23	22,407.00
Task 10 Estimated Labor Costs			\$ 7,000.00	\$ 5,814.00	\$ 3,278.00	\$ 5,640.00	\$ 66,928.00	\$ -	\$ 15,375.00	\$ 37,840.00	\$ 9,961.00	\$ 675.00	\$ -	\$ -		\$ 152,511.00
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;													-	\$ -
11.20		The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;													-	\$ -
11.30		The CONSULTANT will attend the formal bid opening;													-	\$ -
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													-	\$ -
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.													-	\$ -
Task 11 Hours			-	-	-	-	0.05	-	0.05	-	-	-	-	-	-	\$ -
Task 11 Estimated Labor Costs			\$ -	\$ -	\$ -	\$ -	\$ 4,183.00	\$ -	\$ 1,025.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,208.00
12.0		CONSTRUCTION PHASE SERVICES: Construction Phase Services will include the following:														
12.10		The CONSULTANT will attend the Pre-Construction Meeting with the GC, 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		2.00									6.00	\$ 994.00
12.20		The CONSULTANT will review a one-time staking by the GENERAL CONSULTANT of the Project control at 100-foot intervals and all inflection points. Limits of Right-of-Way and Easements will also be flagged;		2.00											2.00	\$ 306.00
12.30		The CONSULTANT shall REVIEW the GENERAL CONSULTANT provided 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;		2.00											2.00	\$ 306.00
12.40		The CONSULTANT will attend monthly status meetings (up to 8 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;	3.00	24.00		12.00									39.00	\$ 5,550.00
12.50		The CONSULTANT will make periodic visits (up to 4 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.	2.00	16.00		8.00					0.77				26.77	\$ 5,925.00
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;	0.50	4.00	1.00	4.00									9.50	\$ 1,262.00

			1	2	3	4	5	6	7	8	9	10	11	12		
			Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&H Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech	Total	Total Direct
PHASE	TASK DESCRIPTION		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Labor Hours	Labor Costs
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;	250.00	153.00	149.00	94.00	83,660.00	22,270.00	20,500.00	47,300.00	11,887.00	2,900.00	52,390.80	14,100.00	17.00	\$ 2,336.00
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;	0.50	4.00	1.00	2.00	-	-	-	-	-	-	-	-	7.50	\$ 1,074.00
12.90		The CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor;	0.50	1.00	-	1.00	-	-	-	-	-	-	-	-	2.50	\$ 372.00
12.10		The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates;	0.50	2.00	-	-	-	-	-	-	-	-	-	-	2.50	\$ 431.00
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;	-	16.00	-	32.00	-	-	-	-	-	-	-	-	48.00	\$ 5,456.00
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;	2.00	4.00	2.00	12.00	-	-	-	-	-	-	-	-	20.00	\$ 2,538.00
12.13		The CONSULTANT will review 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; GENERAL CONSULTANT will deliver such to the CITY.	1.00	1.00	1.00	1.00	-	-	-	-	-	-	-	-	4.00	\$ 646.00
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 - not to exceed four (4) changes. The CONSULTANT must be cognizant that any such change may affect one or more of the various utilities and every effort will be made to avoid creating a conflict because of the change. It should be anticipated that there will be no more than four (4) modifications to the Project. Modifications deemed to be due to inconsistencies in the design documents will not be counted in the estimate number of modifications in the contract;	4.00	16.00	4.00	32.00	-	-	-	-	-	-	-	-	56.00	\$ 7,052.00
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	1.00	1.00	-	-	-	-	-	-	-	-	-	-	2.00	\$ 403.00
12.16		The CONSULTANT will provide inspection of potential karst/recharge features encountered during construction and determine if additional services (such as karst invertebrate habitat evaluation or biota surveys, or TCEQ feature discovery protocol) are required.	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Task 12 Hours			18.00	103.00	11.00	112.00	0.15	-	0.20	0.20	0.16	0.77	-	-	244.77	\$ 34,651.00
Task 12 Estimated Labor Costs			\$ 4,500.00	\$ 15,759.00	\$ 1,639.00	\$ 10,528.00	\$ 12,549.00	\$ -	\$ 4,100.00	\$ 9,460.00	\$ 1,926.00	\$ 2,225.00	\$ -	\$ -		\$ 62,686.00
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.														
		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:														
13.01		Using Travis County Appraisal District (TCAD) and Travis County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;													-	\$ -

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	Total Labor Hours	Total Direct Labor Costs
		Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&N Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech		
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum		
13.02	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;	\$ 250.00	\$ 153.00	\$ 149.00	\$ 94.00	\$ 83,660.00	\$ 22,270.00	\$ 20,500.00	\$ 47,300.00	\$ 11,887.00	\$ 2,900.00	\$ 52,390.80	\$ 14,100.00	-	\$ -
13.03	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;													-	\$ -
13.04	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.													-	\$ -
13.05	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.;													-	\$ -
13.06	The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW;													-	\$ -
13.07	The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways;													-	\$ -
13.08	The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.);													-	\$ -
13.09	The CONSULTANT will contact Texas One-Call to mark underground utilities and then survey the existing utilities as located;													-	\$ -
13.10	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;													-	\$ -
13.11	The CONSULTANT will locate all soil/rock borings as drilled and any environmental features;													-	\$ -
13.12	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													-	\$ -
13.13	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.													-	\$ -
	Task 5 Hours												1.00	-	\$ -
	Task 5 Estimated Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,390.80	\$ -	\$ 52,390.80
13.14	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:														
13.15	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.													-	\$ -
13.16	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;													-	\$ -
13.17	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;													-	\$ -
13.18	The CONSULTANT will coordinate with CITY prior to performing any drilling activities;													-	\$ -
13.19	Traffic control measures will be implemented during drilling activities that are anticipated to include partial or full lane closures with appropriate signage;													-	\$ -

		1	2	3	4	5	6	7	8	9	10	11	12		
PHASE	TASK DESCRIPTION	Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&N Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech	Total	Total Direct
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Labor Hours	Labor Costs
13.20	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.	\$ 250.00	\$ 153.00	\$ 149.00	\$ 94.00	\$ 83,660.00	\$ 22,270.00	\$ 20,500.00	\$ 47,300.00	\$ 11,887.00	\$ 2,900.00	\$ 52,390.80	\$ 14,100.00	-	\$ -
13.21	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;													-	\$ -
13.22	The CONSULTANT will describe and assess the site and general soil conditions encountered;													-	\$ -
13.23	The CONSULTANT will provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project;													-	\$ -
13.24	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													1.00	-	\$ -
Task 6 Estimated Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,100.00	-	\$ 14,100.00
13.25	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;													-	\$ -
13.25	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;													-	\$ -
13.26	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;												-	\$ -
13.27	The CONSULTANT will review proposed utility alignments for additional conflicts, however, constructability and conformance to utility regulations is the responsibility of each utility owner;													-	\$ -
13.28	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													-	\$ -
13.29	The CONSULTANT will develop existing utility layouts.													-	\$ -
13.30	The CONSULTANT will obtain services of a Subsurface 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, <i>Standard Guideline for the Collection and Depiction of Existing Utility Data, ASCE/CI 38-02</i> .													-	\$ -
	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 rodging, 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;												-	\$ -

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	Total Labor Hours	Total Direct Labor Costs	
		Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&N Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech			
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum			
	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.	250.00	153.00	149.00	94.00	83,660.00	22,270.00	20,500.00	47,300.00	11,887.00	2,900.00	52,390.80	14,100.00	-	\$ -
	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;													-	\$ -
13.31		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;													-	\$ -
13.32		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;													-	\$ -
13.33		The CONSULTANT will prepare TCP Typical Sections for each Phase of construction as required;													-	\$ -
13.34		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;													-	\$ -
13.35		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;													-	\$ -
13.36		The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and													-	\$ -
13.37		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.													-	\$ -
13.38		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;													-	\$ -
13.39		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;													-	\$ -
13.40		The CONSULTANT will assign a unique number to each sign that will relate that sign to the sign summary sheet;													-	\$ -
13.41		The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate;													-	\$ -
13.42		The CONSULTANT will prepare special sign panel details as needed;													-	\$ -
13.43		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;													-	\$ -
13.44		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;													-	\$ -

PHASE	TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	Total Labor Hours	Total Direct Labor Costs	
		Asakura Robinson Principal	Asakura Robinson Project Manager	Asakura Robinson Field Manager	Asakura Robinson Designer	Martinez Moore Civil Engineers	Martinez Moore H&N Engineers	Martinez Moore Structural Engineers	Jose Guerra Electrical Engineers	Garza Consulting Irrigation	Contour Collective TAS Review	Additional Service Surveying	Additional Service Geotech			
		Hourly	Hourly	Hourly	Hourly	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum			
	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;	250.00	153.00	149.00	94.00	83,660.00	22,270.00	20,500.00	47,300.00	11,887.00	2,900.00	52,390.80	14,100.00	-	\$ -
	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;													-	\$ -
13.45		The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);													-	\$ -
13.46		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;													-	\$ -
13.47		The CONSULTANT will design traffic signals for the intersections;													-	\$ -
13.48		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;													-	\$ -
13.49		The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and													-	\$ -
13.50		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.													-	\$ -
13.51		The CONSULTANT will prepare for three (3) public meetings on the project, to be held upon approval by City of Pflugerville;													-	\$ -
13.52		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;													-	\$ -
13.53		The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials;													-	\$ -
13.54		One (1) round of comments/revisions will be completed on all public meetings materials;													-	\$ -
13.55		The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to perform registration, make presentations, and answer questions;													-	\$ -
13.56		The CONSULTANT will compile and prepare a public meeting summary report for each meeting; and													-	\$ -
13.57		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	54.00	171.00	37.00	192.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	455.00	66,124.00
		Total Labor Costs	\$ 13,500.00	\$ 26,163.00	\$ 5,513.00	\$ 18,048.00	\$ 83,660.00	\$ 22,270.00	\$ 20,500.00	\$ 47,300.00	\$ 11,887.00	\$ 2,900.00	\$ 52,390.80	\$ 14,100.00		\$ 318,231.80



3.A2 PECAN PARK CONSULTANT HOURLY FEE SCHEDULE

FEE SCHEDULE - PECAN

Task breakdown of costs and hours/rates
 City of Pflugerville - Picadilly Park
 14-Jul-21



ASAKURA ROBINSON											SUB-CONSULTANTS - BASE SCOPE											BASE SCOPE TOTAL					
Asakura Robinson											(Estimated)																
MR		CEH		EC		AM		Asakura Robinson			Martinez Moore Engineers		Martinez Moore Engineers		Martinez Moore Engineers		Jose I. Guerra, Inc.		Garza Consulting LLC		Contour Collective		Sub-Consultants				
Principal	Project Manager	Production Manager	Designer	Accounting Assistant	Total	Civil Engineering	H&H Engineering	Structural Engineering	MEP Engineering	Irrigation Design	TDLR Review	Total	Cost	Cost	Cost	Cost	Hours	Cost	Hours	Cost	Hours		Cost	Total			
Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
SCHEMATIC DESIGN																											
Kick-off meeting with the client to discuss the project expectations and general character of the project.																											
1.00	\$ 250.00	1.00	\$ 153.00		\$ -	1.00	\$ 94.00		\$ -																	\$ -	
Perform a site visit to verify existing conditions provided on the survey, take photos, and verify location/assess general condition of existing trees to remain.																											
1.00	\$ 250.00	1.00	\$ 153.00		\$ -	1.00	\$ 94.00		\$ -																		\$ -
Preliminary coordination with civil engineer, surveyor and geotech																											
	\$ -	1.00	\$ 153.00		\$ -		\$ -		\$ -																		\$ -
Review boundary, topographic and tree survey of park site provided by owner																											
		1.00	\$ 153.00																								\$ -
Review Geotech study of park site provided by owner																											
		1.00	\$ 153.00																								\$ -
AR will lead up to 3 coordination meetings with the client, general consultant, relevant stakeholders, and consultant team.																											
1.00	\$ 250.00	3.00	\$ 459.00		\$ -	5.00	\$ 470.00		\$ -																		\$ -
Develop up to one (1) overall landscape design concepts.																											
2.00	\$ 500.00	8.00	\$ 1,224.00	1.00	\$ 149.00	24.00	\$ 2,256.00		\$ -																		\$ -
Provide (1) Alternatives Concept Report																											
1.00	\$ 250.00	4.00	\$ 612.00	1.00	\$ 149.00	8.00	\$ 752.00		\$ -																		\$ -
Develop schematic opinion of probable construction cost (OPCC) for client review.																											
	\$ -	2.00	\$ 306.00	1.00	\$ 149.00	1.00	\$ 94.00		\$ -																		\$ -
Review Pflugerville standards and provide recommendations to the City for consideration to align the standards with best practices/industry standards, the best value, and improved constructability.																											
	\$ -	2.00	\$ 306.00		\$ -	2.00	\$ 188.00		\$ -																		\$ -
Schematic Design wrap-up meeting with the client, owner and other consultants for comments and revise per client requests.																											
1.00	\$ 250.00	1.00	\$ 153.00		\$ -	2.00	\$ 188.00		\$ -																		\$ -
Schematic design shall be complete upon the delivery of (1) labeled illustrative site plan and the OPCC. Additional graphics for marketing, fundraising, or otherwise will be considered an additional service.																											
1.00	\$ 250.00	4.00	\$ 612.00		\$ -	12.00	\$ 1,128.00	1.00	\$ 94.00																		\$ -
Attend Community Engagement Meeting #1-All Parks																											
1.00	\$ 250.00	1.00	\$ 153.00		\$ -	2.00	\$ 188.00		\$ -																		\$ -
MEP Engineering																											
																											\$ -
Civil Engineering																											
																											\$ -
Structural Engineering																											
																											\$ -
Sub-Total																											
9.00	\$ 2,250.00	30	\$ 4,590.00	3	\$ 447.00	58	\$ 5,452.00	1.00	\$ 94.00																		\$ 12,833.00
DESIGN DEVELOPMENT																											
AR will lead up to 3 bi-weekly coordination meetings with the general consultant, client, relevant stakeholders, and consultant team.																											
1.00	\$ 250.00	3.00	\$ 459.00		\$ -	4.00	\$ 376.00		\$ -																		\$ 1,085.00
Develop preliminary tree preservation plan.																											
	\$ -	1.00	\$ 153.00		\$ -	4.00	\$ 376.00		\$ -																		\$ 529.00
Develop a refined landscape plan with proposed plant selection.																											
1.00	\$ 250.00	4.00	\$ 612.00		\$ -	12.00	\$ 1,128.00		\$ -																		\$ 1,990.00
Preliminary irrigation sleeves and main lines layout, coordination with project design team regarding irrigation system point of connection, meter, and controller location.																											
	\$ -	1.00	\$ 153.00		\$ -	2.00	\$ 188.00		\$ -																		\$ 341.00
Finalize pedestrian hardscape design and identify proposed paving material selection.																											
1.00	\$ 250.00	4.00	\$ 612.00		\$ -	12.00	\$ 1,128.00		\$ -																		\$ 1,990.00
Develop a pedestrian and landscape lighting concept with fixture selection as well as coordinate with electrical engineer for the power connection.																											
	\$ -	1.00	\$ 153.00		\$ -	6.00	\$ 564.00		\$ -																		\$ 717.00
Develop site furnishing plan with proposed furniture selections including pre-fab restroom building																											
	\$ -	2.00	\$ 306.00		\$ -	8.00	\$ 752.00		\$ -																		\$ 1,058.00
											(18.33%)											\$ 18,301.00					

ASAKURA ROBINSON											
	MR		CEH		EC		AM		Asakura Robinson		
	Principal	Project Manager	Production Manager	Designer	Accounting Assistant	Total					
	\$	250.00	\$	153.00	\$	149.00	\$	94.00	\$	94.00	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor. <i>Record drawings are not as-built drawings but are the final set of issued drawings to the contractor.</i>	1	\$ 250.00	2	\$ 306.00	1	\$ 149.00	6	\$ 564.00		\$ -	\$ 1,269.00
Perform post-construction evaluation of functional and operational performance of the Project. Work shall include 1 site visit(s) at 12 months post substantial completion.	1	\$ 250.00	1	\$ 153.00		\$ -	1	\$ 94.00		\$ -	\$ 497.00
Sub-Total	2.00	\$ 500.00	3.00	\$ 459.00	1.00	\$ 149.00	7.00	\$ 658.00	-	\$ -	\$ 1,766.00
Reimbursable Expenses											\$ 2,039.43
Sub-Total											\$ 70,020.43

SUB-CONSULTANTS - BASE SCOPE												
(Estimated)												
Martinez Moore Engineers		Martinez Moore Engineers		Martinez Moore Engineers		Jose I. Guerra, Inc.		Garza Consulting LLC		Contour Collective		Sub-Consultants
Civil Engineering		H&H Engineering		Structural Engineering		MEP Engineering		Irrigation Design		TDLR Review		Total
Cost	44,680.00	Cost	35,590.00	Cost	10,000.00	Cost	20,500.00	Hours	Cost	Hours	Cost	
									\$ 200.00			\$ 200.00
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
(2.52%)												\$ -
(97.09%)	\$ 44,680.00		\$ -		\$ 13,000.00		\$ 20,500.00		\$ 3,838.00		\$ 1,525.00	\$ 83,543.00

BASE SCOPE TOTAL
\$ 1,766.00
\$ 2,214.43
\$ 153,563.43

Basic Scope Water Resources Engineering

Martinez Moore Engineering

\$ 11,135.00

TOTAL

\$ 164,698.43

ADDITIONAL SERVICES

Geotechnical Report by RKCI

Site Survey by SAM Inc

\$ 4,300.00

\$ 24,467.80



3.A3 PICADILLY PARK CONSULTANT HOURLY FEE SCHEDULE

FEE SCHEDULE - PICADILLY

Task breakdown of costs and hours/rates
 City of Pflugerville - Picadilly Park
 14-Jul-21



ASAKURA ROBINSON												SUB-CONSULTANTS - BASE SCOPE												BASE SCOPE TOTAL		
(Estimated)																										
MR		CEH		EC		AM		Asakura Robinson				Percentage	Martinez Moore Engineers		Martinez Moore Engineers		Martinez Moore Engineers		Jose I. Guerra, Inc.		Garza Consulting LLC		Contour Collective		Sub-Consultants	
Principal	Project Manager	Production Manager	Designer	Accounting Assistant	Total	Civil Engineering	H&H Engineering	Structural Engineering	MEP Engineering	Irrigation Design	TDLR Review	Total	Cost	Cost	Cost	Cost	Hours	Cost	Hours	Cost	Total					
Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost			
SCHEMATIC DESIGN																										
Kick-off meeting with the client to discuss the project expectations and general character of the project.																										
1.00	\$ 250.00	1.00	\$ 153.00	\$ -	1.00	\$ 94.00	\$ -	\$ -	\$ -	\$ -	\$ 497.00												\$ -			
Perform a site visit to verify existing conditions provided on the survey, take photos, and verify location/assess general condition of existing trees to remain.																										
1.00	\$ 250.00	1.00	\$ 153.00	\$ -	1.00	\$ 94.00	\$ -	\$ -	\$ -	\$ -	\$ 497.00												\$ -			
Preliminary coordination with civil engineer, surveyor and geotech																										
	\$ -	1.00	\$ 153.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153.00												\$ -			
Review boundary, topographic and tree survey of park site provided by owner																										
		1.00	\$ 153.00								\$ 153.00												\$ -			
Review Geotech study of park site provided by owner																										
		1.00	\$ 153.00								\$ 153.00												\$ -			
AR will lead up to 2 coordination meetings with the client, general consultant, relevant stakeholders, and consultant team.																										
1.00	\$ 250.00	3.00	\$ 459.00	\$ -	5.00	\$ 470.00	\$ -	\$ -	\$ -	\$ -	\$ 1,179.00												\$ -			
Develop up to one (1) overall landscape design concepts.																										
2.00	\$ 500.00	8.00	\$ 1,224.00	1.00	\$ 149.00	24.00	\$ 2,256.00	\$ -	\$ -	\$ -	\$ 4,129.00												\$ -			
Provide (1) Alternatives Concept Report																										
1.00	\$ 250.00	4.00	\$ 612.00	1.00	\$ 149.00	8.00	\$ 752.00	\$ -	\$ -	\$ -	\$ 1,763.00												\$ -			
Develop schematic opinion of probable construction cost (OPCC) for client review.																										
	\$ -	2.00	\$ 306.00	1.00	\$ 149.00	1.00	\$ 94.00	\$ -	\$ -	\$ -	\$ 549.00												\$ -			
Review Pflugerville standards and provide recommendations to the City for consideration to align the standards with best practices/industry standards, the best value, and improved constructability.																										
	\$ -	2.00	\$ 306.00	\$ -	2.00	\$ 188.00	\$ -	\$ -	\$ -	\$ -	\$ 494.00												\$ -			
Schematic Design wrap-up meeting with the client, owner and other consultants for comments and revise per client requests.																										
1.00	\$ 250.00	1.00	\$ 153.00	\$ -	2.00	\$ 188.00	\$ -	\$ -	\$ -	\$ -	\$ 591.00												\$ -			
Schematic design shall be complete upon the delivery of (1) labeled illustrative site plan and the OPCC. Additional graphics for marketing, fundraising, or otherwise will be considered an additional service.																										
1.00	\$ 250.00	4.00	\$ 612.00	\$ -	12.00	\$ 1,128.00	1.00	\$ 94.00	\$ -	\$ -	\$ 2,084.00												\$ -			
Attend Community Engagement Meeting #1-All Parks																										
1.00	\$ 250.00	1.00	\$ 153.00	\$ -	2.00	\$ 188.00	\$ -	\$ -	\$ -	\$ -	\$ 591.00												\$ -			
MEP Engineering																										
																							\$ -			
Civil Engineering																										
													\$ 5,847.00										\$ 5,847.00			
Structural Engineering																										
															\$ 750.00								\$ 750.00			
Sub-Total																										
9.00	\$ 2,250.00	30	\$ 4,590.00	3	\$ 447.00	58	\$ 5,452.00	1.00	\$ 94.00	\$ -	\$ 12,833.00	(18.33%)	\$ 5,847.00		\$ 750.00	\$ -						\$ 6,597.00	\$ 19,430.00			
DESIGN DEVELOPMENT																										
AR will lead up to 2 coordination meetings with the general consultant, client, relevant stakeholders, and consultant team.																										
1.00	\$ 250.00	3.00	\$ 459.00	\$ -	4.00	\$ 376.00	\$ -	\$ -	\$ -	\$ -	\$ 1,085.00												\$ -			
Develop preliminary tree preservation plan.																										
	\$ -	1.00	\$ 153.00	\$ -	4.00	\$ 376.00	\$ -	\$ -	\$ -	\$ -	\$ 529.00												\$ -			
Develop a refined landscape plan with proposed plant selection.																										
1.00	\$ 250.00	4.00	\$ 612.00	\$ -	12.00	\$ 1,128.00	\$ -	\$ -	\$ -	\$ -	\$ 1,990.00												\$ -			
Preliminary irrigation sleeves and main lines layout, coordination with project design team regarding irrigation system point of connection, meter, and controller location.																										
	\$ -	1.00	\$ 153.00	\$ -	2.00	\$ 188.00	\$ -	\$ -	\$ -	\$ -	\$ 341.00								\$ 1,000.00				\$ 1,000.00			
Finalize pedestrian hardscape design and identify proposed paving material selection.																										
1.00	\$ 250.00	4.00	\$ 612.00	\$ -	12.00	\$ 1,128.00	\$ -	\$ -	\$ -	\$ -	\$ 1,990.00												\$ -			
Develop a pedestrian and landscape lighting concept with fixture selection as well as coordinate with electrical engineer for the power connection.																										
	\$ -	1.00	\$ 153.00	\$ -	6.00	\$ 564.00	\$ -	\$ -	\$ -	\$ -	\$ 717.00												\$ -			

ASAKURA ROBINSON

	MR		CEH		EC		AM		Asakura Robinson		Percentage
	Principal	Project Manager	Production Manager	Designer	Accounting Assistant						
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total
Develop site furnishing plan with proposed furniture selections including pre-fab restroom building		\$ -	2.00	\$ 306.00		\$ -	8.00	\$ 752.00		\$ -	\$ 1,058.00
Development of draft specifications for the landscape project scope		\$ -	4.00	\$ 612.00		\$ -	8.00	\$ 752.00		\$ -	\$ 1,364.00
Refine opinion of probable construction cost (OPCC).	1.00	\$ 250.00	2.00	\$ 306.00		\$ -	6.00	\$ 564.00		\$ -	\$ 1,120.00
Design Development package to client in pdf format, following revisions.	1.00	\$ 250.00	2.00	\$ 306.00	4.00	\$ 596.00	6.00	\$ 564.00	1.00	\$ 94.00	\$ 1,810.00
Attend Community Engagement Meeting #2-Pecan and Picadilly Parks	1.00	\$ 250.00	1.00	\$ 153.00		\$ -	2.00	\$ 188.00		\$ -	\$ 591.00
MEP Engineering											
Civil Engineering											
Structural Engineering											
Sub-Total	6.00	\$ 1,500.00	25.00	\$ 3,825.00	4.00	\$ 596.00	70.00	\$ 6,580.00	1.00	\$ 94.00	\$ 12,595.00
CONSTRUCTION DOCUMENTS											
AR will lead up to 2 coordination meetings with the general consultant, client, relevant stakeholders, and consultant team.	1.00	\$ 250.00	3.00	\$ 459.00		\$ -	3.00	\$ 282.00		\$ -	\$ 991.00
Prepare tree preservation and mitigation plans and details.		\$ -	1.00	\$ 153.00		\$ -	2.00	\$ 188.00		\$ -	\$ 341.00
Prepare a pedestrian hardscape layout plan, identifying all proposed improvements.	1	\$ 250.00	4.00	\$ 612.00		\$ -	12.00	\$ 1,128.00		\$ -	\$ 1,990.00
Review drainage and grading plan provided by civil engineer.		\$ -	2.00	\$ 306.00		\$ -	2.00	\$ 188.00		\$ -	\$ 494.00
Prepare irrigation plans and installation details.		\$ -	1.00	\$ 153.00		\$ -	1.00	\$ 94.00		\$ -	\$ 247.00
Prepare landscape plan, planting details and plant schedules.	1	\$ 250.00	6.00	\$ 918.00		\$ -	12.00	\$ 1,128.00		\$ -	\$ 2,296.00
Review Electrical site plans		\$ -	1.00	\$ 153.00		\$ -	2.00	\$ 188.00		\$ -	\$ 341.00
Prepare a site furnishing plan including pre-fab restroom building		\$ -	2.00	\$ 306.00		\$ -	8.00	\$ 752.00		\$ -	\$ 1,058.00
Prepare construction specifications for landscape portion of work.		\$ -	4.00	\$ 612.00		\$ -	4.00	\$ 376.00		\$ -	\$ 988.00
Prepare final opinion of probable construction cost (OPCC).	1	\$ 250.00	4.00	\$ 612.00		\$ -	4.00	\$ 376.00		\$ -	\$ 1,238.00
Provide 90% Design drawing and specification package to client in pdf format, following revisions.	2	\$ 500.00	1.00	\$ 153.00	4.00	\$ 596.00	4.00	\$ 376.00		\$ -	\$ 1,625.00
Provide 100% Design drawing and specification package to client in pdf format, following revisions.	1	\$ 250.00	1.00	\$ 153.00	2.00	\$ 298.00	4.00	\$ 376.00	1.00	\$ 94.00	\$ 1,171.00
Submit Construction Documents for TDLR plan review. Receive comments from reviewer, distribute as needed to project team, and revise the Construction Documents for compliance.		\$ -	1.00	\$ 153.00		\$ -	2.00	\$ 188.00		\$ -	\$ 341.00
AR will assist civil with submission of all applications and documents necessary to obtain Site Development Permit Completeness Check and Site Development Permit, including to provide planting sheets and tree mitigation, landscape calculations for Site Development Permit.	1	\$ 250.00	4.00	\$ 612.00		\$ -	8.00	\$ 752.00		\$ -	\$ 1,614.00
Provide up to 3 revision(s) per Development Services Department reviewer comments.	1	\$ 250.00	3.00	\$ 459.00	1.00	\$ 149.00	12.00	\$ 1,128.00		\$ -	\$ 1,986.00
Attend Community Engagement Meeting #3-Pecan and Picadilly Parks	1	\$ 250.00	2.00	\$ 306.00		\$ -	2.00	\$ 188.00		\$ -	\$ 744.00
MEP Engineering											
Civil Engineering											
Structural Engineering											
Sub-Total	10.00	\$ 2,500.00	40.00	\$ 6,120.00	7.00	\$ 1,043.00	82.00	\$ 7,708.00	1.00	\$ 94.00	\$ 17,465.00
BIDDING											
Review bid solicitation and proposal forms prepared by General Consultant consistent with the Client's requirements		\$ -	2	\$ 306.00		\$ -		\$ -		\$ -	\$ 306.00
Attend the pre-bid conference lead by General Consultant		\$ -	2	\$ 306.00		\$ -	2	\$ 188.00		\$ -	\$ 494.00

SUB-CONSULTANTS - BASE SCOPE

	(Estimated)										Percentage
	Martinez Moore Engineers	Martinez Moore Engineers	Martinez Moore Engineers	Jose I. Guerra, Inc.	Garza Consulting LLC	Contour Collective	Sub-Consultants				
	Civil Engineering	H&H Engineering	Structural Engineering	MEP Engineering	Irrigation Design	TDLR Review	Total				
	38,980.00	35,590.00	10,000.00	20,500.00							
	Cost	Cost	Cost	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ 8,200.00
	\$ 9,745.00										\$ 9,745.00
				\$ 1,500.00							\$ 1,500.00
											\$ -
(17.99%)	\$ 9,745.00	\$ -	\$ 1,500.00	\$ 8,200.00	\$ 1,000.00	\$ -	\$ -	\$ 8,200.00	\$ 1,000.00	\$ -	\$ 20,445.00
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
	\$ -	\$ -	\$ -	\$ -		\$ 1,000.00		\$ -			\$ 1,000.00
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
(24.94%)	\$ 15,592.00	\$ -	\$ 3,375.00	\$ 8,200.00	\$ 1,000.00	\$ 675.00	\$ -	\$ 8,200.00	\$ 1,000.00	\$ 675.00	\$ 28,842.00
											\$ -
											\$ -

BASE SCOPE TOTAL

\$ 33,040.00

\$ 46,307.00

ASAKURA ROBINSON												SUB-CONSULTANTS - BASE SCOPE												BASE SCOPE TOTAL			
											Percentage	(Estimated)															
MR		CEH		EC		AM		Accounting Assistant		Asakura Robinson		Martinez Moore Engineers			Martinez Moore Engineers		Martinez Moore Engineers		Jose I. Guerra, Inc.		Garza Consulting LLC		Contour Collective		Sub-Consultants		
Principal	Project Manager	Production Manager	Designer	Accounting Assistant	Total	Civil Engineering	H&H Engineering	Structural Engineering	MEP Engineering	Irrigation Design	TDLR Review	Total															
	\$ 250.00	\$ 153.00	\$ 149.00	\$ 94.00	\$ 94.00	38,980.00	35,590.00	10,000.00	20,500.00																		
Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor. <i>Record drawings are not as-built drawings but are the final set of issued drawings to the contractor.</i>	1	\$ 250.00	2	\$ 306.00	1	\$ 149.00	6	\$ 564.00		\$ -		\$ 1,269.00															\$ -
Perform post-construction evaluation of functional and operational performance of the Project. Work shall include 1 site visit(s) at 12 months post substantial completion.	1	\$ 250.00	1	\$ 153.00		\$ -	1	\$ 94.00		\$ -		\$ 497.00															\$ -
Sub-Total	2.00	\$ 500.00	3.00	\$ 459.00	1.00	\$ 149.00	7.00	\$ 658.00	-	\$ -		\$ 1,766.00	(2.52%)														\$ -
												\$ 67,981.00															\$ -
												\$ 2,039.43															\$ -
Sub-Total												\$ 70,020.43	(97.09%)	\$ 38,980.00			\$ 7,500.00	\$ 20,500.00	\$ 2,000.00			\$ 175.00	\$ 175.00	\$ 1,625.00	\$ 70,605.00		\$ 2,214.43
Basic Scope Water Resources Engineering																								\$ 11,135.00			
Martinez Moore Engineering																								\$ 11,135.00			
TOTAL																									\$ 151,760.43		
ADDITIONAL SERVICES																											
Geotechnical Report																								\$ 6,300.00			
Site Survey by SAM Inc																								\$ 27,923.00			



ATTACHMENT "B" SCOPE OF SERVICES

4	Attachment "B" Scope of Services	36
	4.B1 Scope Exhibit – Pecan Park	37
	4.B2 Scope Exhibit – Picadilly Park	38
	4.B3 Basic Scope of Services	39
	4.B4 Prime Consultant Proposal – Asakura Robinson Company, LLC	53
	4.B5 Subconsultant Proposal – Martinez Moore Engineers LLC	61
	4.B6 Subconsultant Proposal –Jose Guerra, Inc. Consulting Engineers	82
	4.B7 Subconsultant Proposal –Garza Consulting, LLC	87
	4.B8 Subconsultant Proposal –Contour Collective	91
	4.B9 Additional Services Subconsultant Proposal –Surveying and Mapping (SAM), LLC	95
	4.B10 Additional Services Subconsultant Proposal – Raba Kistner Consultants, Inc. (RCKI)	102



PECAN PARK SCOPE EXHIBIT

The diagram below shows this proposal's base scope of the Pecan Park concept from the Pflugerville Trails Master Plan and Parks Development Plan (p74). The base scope is a reduced area, to account for the overall project cost to design and build the park with inflation. The area was selected strategically based on floodplain and floodway requirements. The base scope excludes structures and boardwalks that would require costly H&H modeling, review and may not be feasible. The proposal does provide these items as an add service that may be authorized by the City of Pflugerville.

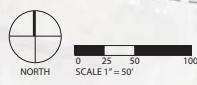


LEGEND

- SCOPE LIMIT
- AS ADDITIONAL SERVICE - NOT IN BASE SCOPE.

Pecan Park "The Art Park"

Classification: Linear
Size: 15 acres



Existing Park

Pecan Park is a partially developed park that runs parallel to Pecan Street and along the Gilleland Creek Trail Corridor. The park is located near the Pflugerville Recreation Center and Bohls Park but lacks direct trail access. Gilleland Creek provides the site with many inspiring points of interest including flowing water, varying topography, fossil-rich rock outcroppings, dense forest, and abundant wildlife. The park also has a BMX jump park hidden within the forest.

Park Programming

Pecan Street is the primary access point for people to get in and out of downtown Pflugerville, making Pecan Park a perfect location to showcase outdoor art exhibits and promote the arts of the city. The park will be a place to both view art and make art. Park users will have a variety of opportunities for creating art including picturesque views of the creek (accessed by nature trails), sketching the historic bridge located at the adjacent Bohls Park, shooting action photos of BMX riders, nature photography, learning how to dance or creating chalk art at the chalk walk.

Thoughts & Feedback from the Public

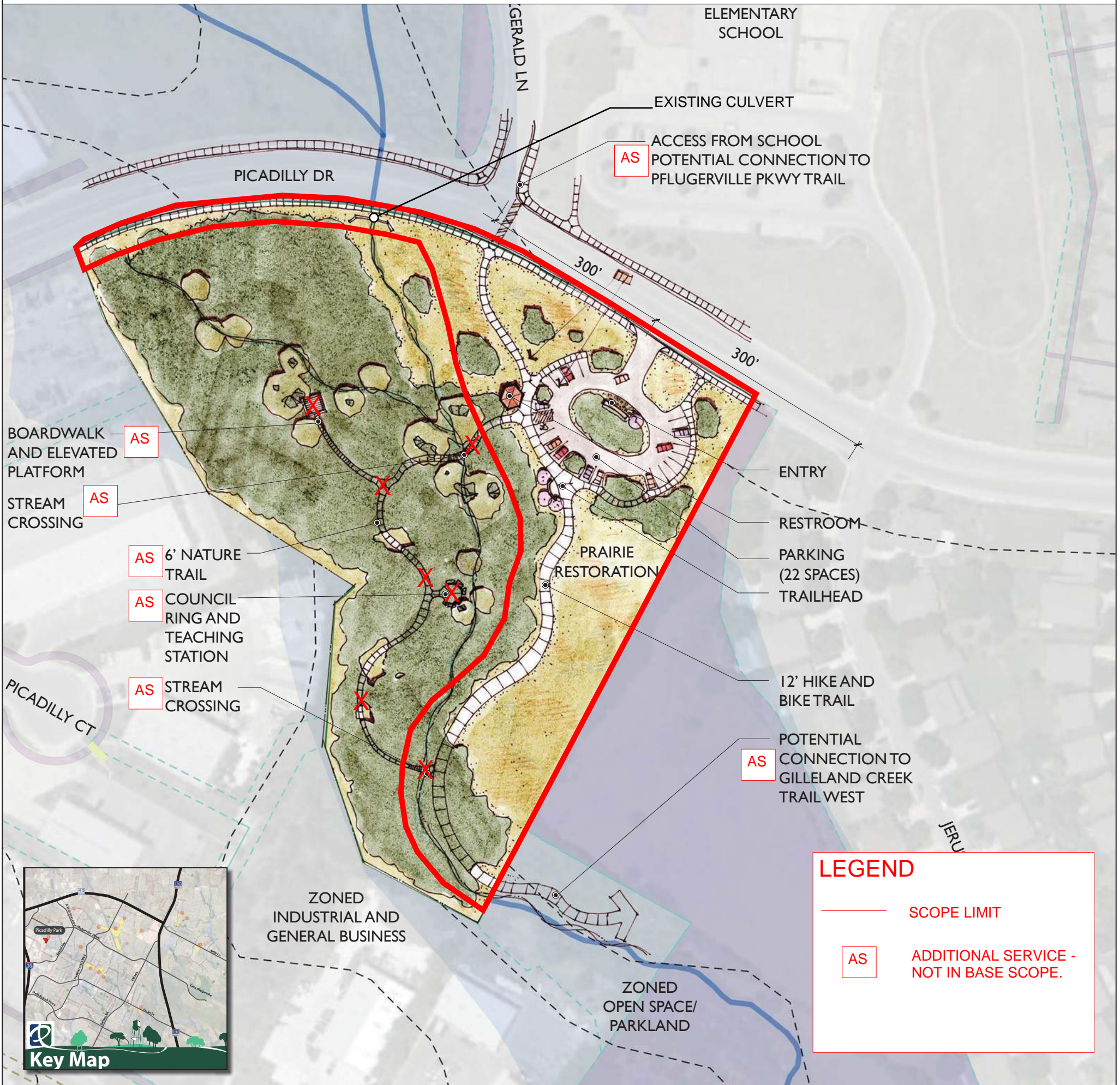
"...I would like to see a dog park somewhere in the Gilliland Creek/Pecan Park area. In addition to providing a safe manner of allowing your dog off-leash, it can be wonderful way for people in the community to meet and socialize as they are allowing their pets to do the same. (If you have a dog, you know what I mean)."





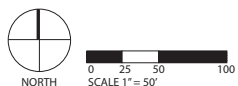
EXHIBIT 2A - PICADILLY PARK SCOPE

The diagram below shows this proposal's base scope of the Picadilly Park concept from the Pflugerville Trails Master Plan and Parks Development Plan (p71). The base scope is a reduced area, to account for the overall project cost to design and build the park with inflation. The area was selected strategically based on floodplain and floodway requirements. The base scope excludes structures and boardwalks that would require costly H&H modeling, review and may not be feasible. The proposal does provide these items as an add service that may be authorized by the City of Pflugerville.



Picadilly Park "Natural Pflugerville"

Classification: Community
Size: 9.8 acres



Existing Park

Undeveloped though it may be, Picadilly Park is a gorgeous piece of parkland. The park is home to a variety of habitats, tree species, and wildlife. The existing natural vegetation provides a dense visual barrier separating the park from the adjacent industrial and single family land uses. The park is uniquely located along the Gilleland Creek Corridor and across the street from Caldwell Elementary School. The site is easily accessible by road and will eventually connect into the Gilleland Creek Trail.

Park Programming

Picadilly Park is representative of natural Pflugerville. It was the first park we visited in Pflugerville and its natural landscape made it difficult for us to leave. The adjacent land uses, aesthetic beauty, and connection to Gilleland Creek create a perfect setting for outdoor classrooms, a trailhead and nature trails. The vision for the park is to highlight the variety of ecosystems within it.

Thoughts & Feedback from the Public

No comments.



BASIC SCOPE OF SERVICES

The City of Pflugerville (“CITY”) is proposing to develop Pecan and Picadilly Parks 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 Asakura Robinson, 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 are listed as attachments to this document entitled Attachment A. 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 DRAINAGE DESIGN SERVICES

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

- 5.1 The CONSULTANT will obtain and review current hydrologic and hydraulic as-built drawings, models, and associated data from the responsible government agencies provided by City of Pflugerville;
- 5.2 The CONSULTANT will review current available 1-ft. LiDAR data for drainage area delineation and for model data supplementation;
- 5.3 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 provided by City of Pflugerville;
- 5.4 The CONSULTANT will prepare the preliminary Hydrologic and Hydraulic Drainage technical memo. The memo will include findings of offsite and onsite drainage and floodplain impacts and document the potential impacts associated with the Project. The intent of the memo is to better determine scope required based on information provided by City of Pflugerville. If

greater information is needed to provide sufficient information for CITY reviewers, an additional services will be given 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 Memo must include the following:

- 5.5 Consultant will review offsite and onsite watershed identification provided by City of Pflugerville;
- 5.6 Identification of assumptions;
- 5.7 Consultant will review discussion of scour analysis performed provided by City of Pflugerville; and
- 5.8 Consultant will provide discussion of potential channel modifications and flood mitigation needs;
- 5.9 Consultant will obtain and review proposed conditions site information.

6.0 STORM WATER MANAGEMENT PLAN

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

- 6.1 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;
- 6.2 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;
- 6.3 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 6.4 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;
- 6.5 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

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

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

7.2 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 Hydrologic and Hydraulic Drainage Report;
 - iii. A list of Right-of-Way encroachments if needed;
 - iv. Preliminary Opinion of Probable Construction Cost;
 - v. Preliminary Construction Schedule; and
 - vi. 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.

Drainage Design Services

- 13.1 Existing conditions for the applicable creek crossings;
- 13.2 Proposed condition model results for culvert crossings.

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:

- 13.3 Using Travis County Appraisal District (TCAD) and Travis County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;
- 13.4 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;
- 13.5 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;
- 13.6 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.
- 13.7 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.;
- 13.8 The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW;
- 13.9 The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways;
- 13.10 The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.);
- 13.11 The CONSULTANT will contact Texas One-Call to mark underground utilities and then survey the existing utilities as located;
- 13.12 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;
- 13.13 The CONSULTANT will locate all soil/rock borings as drilled and any environmental features;
- 13.14 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
- 13.15 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.

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:

- 13.16 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.
- 13.17 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;
- 13.18 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;
- 13.19 The CONSULTANT will coordinate with CITY prior to performing any drilling activities;
- 13.20 Traffic control measures will be implemented during drilling activities that are anticipated to include partial or full lane closures with appropriate signage;
- 13.21 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.
- 13.22 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;
- 13.23 The CONSULTANT will describe and assess the site and general soil conditions encountered;
- 13.24 The CONSULTANT will provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project;
- 13.25 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.

Utility Coordination Services will include the following:

- 13.26 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;
- 13.27 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;

- 13.28 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;
- 13.29 The CONSULTANT will review proposed utility alignments for additional conflicts, however, constructability and conformance to utility regulations is the responsibility of each utility owner;
- 13.30 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
- 13.31 The CONSULTANT will develop existing utility layouts.

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

- 13.32 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:
 - 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:

- 13.33 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;
- 13.34 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;
- 13.35 The CONSULTANT will prepare TCP Typical Sections for each Phase of construction as required;
- 13.36 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;
- 13.37 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;
- 13.38 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and
- 13.39 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:

- 13.40 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. _____
- 13.41 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;
- 13.42 The CONSULTANT will assign a unique number to each sign that will relate that sign to the sign summary sheet;
 - 13.43 The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate;
 - 13.44 The CONSULTANT will prepare special sign panel details as needed;
 - 13.45 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;
 - 13.46 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;
 - 13.47 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
 - 13.48 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;
 - 13.49 The CONSULTANT will design traffic signals for the intersections;
 - 13.50 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;
- 13.51 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and
 - 13.52 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:

- 13.53 The CONSULTANT will prepare for three (3) public meetings on the project, to be held upon approval by City of Pflugerville;
- 13.54 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;
- 13.55 The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials;
- 13.56 One (1) round of comments/revisions will be completed on all public meetings materials;
- 13.57 The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to perform registration, make presentations, and answer questions;
- 13.58 The CONSULTANT will compile and prepare a public meeting summary report for each meeting; and
- 13.59 The CONSULTANT will compile and prepare responses to comments at the public meetings for incorporation into the public meeting summary reports.



4.B4 PRIME CONSULTANT PROPOSAL - ASAKURA ROBINSON COMPANY, LLC

1224 East 12th Street, Suite 310

Austin, TX 78702

Planning | Urban Design | Landscape Architecture

P: (512) 351-9601

W: asakurarobinson.com



ASAKURA
ROBINSON

July 14, 2021

Proposal

The City of Pflugerville

c/o Shawn Cooper

Parks Development Manager

100 E. Main St.

Pflugerville, TX 78660

**Re: Landscape Architecture Proposal
Picadilly Park and Pecan Park - "The Art Park"**

Asakura Robinson Company (AR) is pleased to submit this landscape architecture services proposal for the above-mentioned project. Our firm has built our reputation on our strength in working with owners, consultants and stakeholders and we welcome this opportunity to work with you and your team in creating a high-quality project. For the purposes of this proposal, **City of Pflugerville** shall be known as the Client.

A. Scope of Work

1. **PECAN PARK:** The project site is a 15 acre partially developed park that runs parallel to Pecan Street and along Gilleland Creek. The park is located near the Pflugerville Recreation Center and Bohls Park but lacks direct trail access. Gilleland Creek provides the site with many inspiring points of interest including flowing water, varying topography, fossil-rich rock outcroppings, dense forest, and abundant wildlife. The park also has a BMX jump park hidden within the forest.
2. **PECAN PARK:** Park Programming-Pecan Street is the primary access point for people to get in and out of downtown Pflugerville, making Pecan Park a perfect location to showcase outdoor art exhibits and promote the arts of the city. The park will be a place to both view art and make art. Park users will have a variety of opportunities for creating art including picturesque views of the creek (accessed by nature trails), sketching the historic bridge located at the adjacent Bohls Park, shooting action photos of BMX riders, nature photography, learning how to dance or creating chalk art at the chalk walk.
3. **PICADILLY PARK:** The project site is a 9.8-acre undeveloped Community Park that is located south of the Picadilly Dr. and Fitzgerald Ln. intersection. Undeveloped though it may be, Picadilly Park is a gorgeous piece of parkland. The park is home to a variety of habitats, tree species, and wildlife. The existing natural vegetation provides a dense visual barrier separating the park from the adjacent industrial and single-family land uses. The park is uniquely located along the Gilleland Creek Corridor and across the street from Caldwell Elementary School. The site is easily accessible by road and will eventually connect into the Gilleland Creek Trail.

4. PICADILLY PARK: Park Programming-Picadilly Park is representative of natural Pflugerville. The adjacent land uses, aesthetic beauty, and connection to Gilleland Creek create a perfect setting for outdoor classrooms, a trailhead and nature trails. The vision for the park is to highlight the variety of ecosystems within it.
5. This fee proposal is subject to the current **RFQ request and AR's Statement-of-Qualifications and notes no exceptions.**
6. The expected design schedule will be approximately **18 months** from the start of contract to completion of construction.
7. The expected project delivery method is **Design-Bid-Build.**
8. AR shall provide landscape architecture services for schematic design, design development, construction documents, permitting, bidding, construction observation and post-construction services.
9. Landscape design criteria shall meet the client's need and expectation as well as City and/or County landscape requirements.
10. Construction documents shall be delivered for City review and comment at the 30%, 60%, 90%, and 100% unsealed stages of completion.
11. Submit for and acquire necessary permitting, including TDLR review and City of Pflugerville planning for site development permits as well as any other needed permits for building and site improvements.
12. Pedestrian hardscape layout and details, landscape design, irrigation design, site furnishings, and exterior landscape lighting shall be provided for the following scope of work areas:
 - a. PECAN PARK: Street edge and screening treatments
 - b. PECAN PARK: Entry sign monument and other signage areas
 - c. PECAN PARK: Off street parking lot
 - d. PECAN PARK: 10-12' Fitness Trail and trailhead(s)
 - e. PECAN PARK: Nature trail through wooded areas
 - f. PECAN PARK: Outdoor seating areas, shade arbor with picnic tables
 - g. PECAN PARK: Art exhibit spaces to serve temporary and permanent installations
 - h. PECAN PARK: One play area, play surfaces and open lawns
 - i. PECAN PARK: Native plantings and native grasses
 - j. PECAN PARK: Incorporate existing rock outcroppings into design
 - k. PICADILLY PARK: Street edge and screening treatments
 - l. PICADILLY PARK: Entry sign monument and other signage areas
 - m. PICADILLY PARK: Off street parking lot
 - n. PICADILLY PARK: 10-12' Fitness Trail, creek crossings and trailhead
 - o. PICADILLY PARK: Outdoor seating areas, council ring and teaching station
 - p. PICADILLY PARK: Pre-fab restroom
 - q. PICADILLY PARK: Art exhibit spaces to serve temporary and permanent installations
 - r. PICADILLY PARK: Playground, play surfaces and open lawns
 - s. PICADILLY PARK: Native plantings and native grasses, prairie restoration
 - t. PICADILLY PARK: Incorporate existing rock outcroppings into design
13. AR shall incorporate Green Stormwater Infrastructure design principles into the project where acceptable and deemed feasible by the client.

14. AR Sub-consultants shall provide survey, geotechnical engineering, TDLR review, structural engineering, civil engineering and MEP services, full sub-consultant proposal descriptions can be found attached to this proposal.
15. CDC and local COVID safety guidelines will be followed for all external meetings, site visits, public engagement, and travel.

Task 0: Community and Stakeholder Engagement

1. Attend and participate in up to three (3) public meetings at all project kick-off, kick-off for two parks design process and a final presentation on 2 parks design.
2. Coordinate with PIO on website support exhibits.

Task I: 30% (Schematic) Design (2 months+/-)

1. Kick-off meeting with the client and GC – General Consultant, to discuss the project expectations and general character of the project.
2. Confirm project schedule and provide monthly update with invoice.
3. Perform a site visit to each park verify existing conditions provided on the survey, take photos, and verify location/assess general condition of existing trees to remain.
4. Review Pflugerville standards and provide recommendations to the City for consideration to align the standards with best practices/industry standards, the best value, and improved constructability.
5. Preliminary coordination with surveyor, Geotech and civil engineer on detention requirements and green stormwater infrastructure locations
6. AR will **lead up 3** coordination meetings with the client, relevant stakeholders, and consultant team.
7. Develop up to one (1) overall landscape design concepts for each park.
8. Develop up to (1) schematic opinion of probable construction costs (OPCC) for client review for each park.
9. Develop (1) Alternatives Concept Report that compiles Site Analysis and (2) overall landscape design options. The options will include preliminary conceptual landscape architecture design only. Engineering design will be an additional service.
10. Schematic Design wrap-up meeting with the client, owner and other consultants for comments and revise per client requests.
11. Schematic design shall be complete upon the delivery of one (1) labeled illustrative site plan and the OPCC. Additional graphics for marketing, fundraising, or otherwise will be considered an additional service.

Task II: 60% Design (Design Development) (2 months+/-)

Following written notice from client accepting schematic design deliverables, AR shall prepare a more refined landscape plan which shall include the following:

1. AR will lead up to **3** coordination meetings with the client, relevant stakeholders, and consultant team.
2. Confirm project schedule and provide monthly update with invoice.
3. Review and return comments to 30% Design Comments.
4. Develop preliminary tree preservation plan.

5. Develop a refined landscape plan with proposed plant selection.
6. Preliminary irrigation sleeves and main lines layout, coordination with project design team regarding irrigation system point of connection, meter, and controller location. (NOTE: AR will retain the services of a third-party licensed irrigator)
7. Finalize pedestrian hardscape design and identify proposed paving material selection.
8. Develop a pedestrian and landscape lighting concept with fixture selection as well as coordinate with electrical engineer for the power connection.
9. Develop site furnishing plan with proposed furniture selections.
10. Development of draft specifications for the landscape project scope
11. Refine opinion of probable construction cost (OPCC).
12. Design Development package to client in pdf format, following revisions.

Task III: 90% and 100% Design (Construction Documents) (2 months+/-)

Based upon the client approved design development plans and estimated construction budgets, AR shall prepare construction documents for the project, including the following:

1. AR will lead up to **3** coordination meetings with the client, relevant stakeholders, and consultant team.
2. Confirm project schedule and provide monthly update with invoice.
3. Prepare tree preservation and mitigation plans and details.
4. Prepare a pedestrian hardscape layout plan, identifying all proposed improvements.
5. Prepare landscape drainage and grading plan in coordination with civil engineer.
6. Prepare irrigation plans and installation details. (NOTE: AR will retain the services of a third-party licensed irrigator)
7. Prepare landscape plan, planting details and plant schedules.
8. Prepare pedestrian and landscape lighting plan and light fixture selection.
9. Prepare a site furnishing plan.
10. Prepare construction specifications for landscape portion of work.
11. Assumes two (2) consolidated submissions; 90% Design and 100% Design.
12. Prepare final opinion of probable construction cost (OPCC).
13. Provide final Construction Drawing and specification package to client in pdf format, following revisions.
14. Submit Construction Documents for TDLR plan review. Receive comments from reviewer, distribute as needed to project team, and revise the Construction Documents for compliance.

Task IV: Permitting (Concurrent with Construction Document Task)

Prepare documents suitable for review for compliance with applicable city or county requirements and assist in the permitting submission process.

1. Address applicable review comments received from agency reviewers and revise the Construction Documents for compliance.

Task V: Bidding

When contracts are bid in projects the landscape architect shall assist the client during the bidding process to select the Contractor to construct the project and establish the firm price to accomplish the work. The landscape architect shall:

1. Attend the pre-bid conference and document the proceedings organized by General Consultant.
2. Clarify the construction documents as required through the preparation and issuance of addenda
3. Attend the bid opening organized by General Consultant.
4. Assist General Consultant in reviewing bids, including alternates and formulate a recommendation on the award of the contract
5. Meet with the selected contractor to review the construction documents and the proposed improvements.
6. Review the selected contractor's proposal and formulate a recommendation on the award of the contract.

Task VI: Construction Observation

1. Lead one pre-construction meeting.
2. AR shall provide up to **5** site visits to review and undertake periodic observation of the work in progress for conformance with Construction Documents. Field notes shall be published to the Client and Owner. Additional site visits shall be provided as an additional service, at the rates below, with prior approval from Client.
3. Respond to RFI's and prepare ASI documentation in a timely fashion.
4. Review and approve pay applications from contractor.
5. Participate in on-line OAC meetings as needed upon the commencement of AR scope of work, maximum two meetings per month during work scope duration.
6. Review submittals, shop drawings, samples, product data, and other contractor/vendor submitted documents as listed within the Drawings and Specifications and make recommendations, as necessary.
7. Assist owner in coordinating and scheduling TDLR site inspection. Review any deficiencies noted and assist with the inspection response form.
8. Conduct one punch walk to evaluate the completed work, and to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents.
9. AR shall conduct 1 post punch list walkthrough to inspect that all punch list items have been addressed.
10. Submit Letter of Landscape Concurrence, if requested.

Task VII: Post Construction Services

1. Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor. ***Record drawings are not as-built drawings but are the final set of issued drawings to the contractor.***
2. Perform post-construction evaluation of functional and operational performance of the Project. Work shall include **1** site visit(s) at 12 months post substantial completion.

B. Compensation

ASAKURA ROBINSON ONLY:

Pecan Park

Task I	30% Design	\$12,833.00
Task II	60% Design	\$12,595.00
Task III, IV	90%, 100% Design, Permitting	\$17,465.00
Task V	Bidding	\$3,017.00
Task VI	Construction Observation	\$20,305.00
Task VII	Post Construction Services	\$1,766.00
Reimbursable Expenses		\$2,039.43
Subtotal		\$70,020.43

Picadilly Park

Task I	30% Design	\$12,833.00
Task II	60% Design	\$12,595.00
Task III, IV	90%, 100% Design, Permitting	\$17,465.00
Task V	Bidding	\$3,017.00
Task VI	Construction Observation	\$20,305.00
Task VII	Post Construction Services	\$1,766.00
Reimbursable Expenses		\$2,039.43
Subtotal		\$70,020.43

Combined Pecan Park and Picadilly Park Total: \$ 140,040.86

ASAKURA ROBINSON AND SUBCONSULTANTS:

Pecan Park

Task I	30 % Design	\$18,301.00
Task II	60% Design	\$31,731.00
Task III, IV	90%, 100% Design, Permitting	\$54,154.00
Task V	Bidding	\$6,776.00
Task VI	Construction Observation	\$38,621.00
Task VII	Post Construction Services	\$1,766.00
Reimbursable Expenses		\$2,214.43
Subtotal		\$153,563.43

Picadilly Park

Task I	30 % Design	\$19,430.00
Task II	60% Design	\$33,040.00
Task III, IV	90%, 100% Design, Permitting	\$46,307.00
Task V	Bidding	\$6,366.00
Task VI	Construction Observation	\$31,502.00
Task VII	Post Construction Services	\$1,766.00

Reimbursable Expenses	\$2,214.43
Subtotal	\$140,625.43

Pecan and Picadilly Park Base Scope Water Resources Engineering

Provided by Martinez Moore Engineering 22,270.00

Combined Pecan Park and Picadilly Park Total: \$316,458.86

Fees and reimbursable costs shall be billed monthly as a percentage of work completed or actual costs for additional services and reimbursables as defined herein. Reimbursable expenses are expenditures for the project made by AR and consultants in the interest of the project plus an administrative fee of **10%**.

Reimbursable expenses include, but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar project – related expenditures. Reimbursable expenses, excluding necessary fees for permitting, shall not exceed \$4,581.68 without prior approval by Client.

C. Exclusions to Scope of Services and Additional Services

1. Client shall provide the following information as required for performance of the work. AR assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should AR be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.
 - a. SUE Surveys.
 - b. Existing site engineering and utility base information.
 - c. Soils Engineering, and other Consultant services if required.
 - d. LEED, SITES or sustainability certifications

2. The following services are specifically excluded from scope:
 - a. Formal Risk Assessments for existing trees.
 - b. Registration and documentation for LEED, SITES, or other certifications.
 - c. Rainwater collection systems and rainwater connection to irrigation system.
 - d. Photometric assessment of site lighting.
 - e. Outline specifications
 - f. Front end documents

3. Additional Services include but are not limited to:
 - a. Work and/or Meetings requested and or authorized by the Client not defined in the ‘Scope of Work’, revisions and changes to Client approved drawings, the preparation of alternatives or change orders requested by the Client, and the revision of a single delivery package into multiple delivery packages.
 - b. Preparation of as-built drawings or of measured drawings or existing conditions.

- c. Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.
- d. Coordination and sourcing of owner-provided play equipment.
- e. Design of area outside of project boundaries shown in Exhibit 2.B. Scope Area.
- f. Preparation of materials or presentation to City Boards and Commissions, except where explicitly provided above.
- g. PICADILLY PARK: Crosswalk to Caldwell Elementary School across Picadilly Dr.
- h. PICADILLY PARK: 6' Nature trails through wooded areas including boardwalks, elevated platform and stream crossings (2)
- i. PECAN PARK: Creek crossings.

Hourly rates for Additional Services:

Margaret Robinson	Managing Principal	\$ 250/hr.
Claire Eddleman-Heath	Principal	\$ 153/hr.
Staff	3.36 x direct personal expense (DPE)	

D. Terms and Conditions

Refer to Professional Services Agreement provided by the City of Pflugerville and signed by Asakura Robinson on July 14, 2021.

We appreciate your consideration of our firm, and we look forward to working with you. If this proposal meets your approval, please sign, and return one (1) copy to our office at your earliest convenience.

Yours truly,

Margaret Robinson, Founding Principal
Asakura Robinson Company, LLC

Date: July 14, 2021

Cc: Shawn Cooper, Parks Development Manager . City of Pflugerville
Rufo Reyes, Vanir Central Texas Office
Claire Eddleman-Heath, Principal-Asakura Robinson
Hayley Pallister, Managing Principal-Asakura Robinson



Proposal and Agreement for Professional Services – AIA C401 Terms Referenced

Project: Pflugerville Picadilly and Pecan Park
Client: Asakura Robinson
Client Contact: Margaret Robinson PLA, LEED AP, SITES AP

Proposal Date: July 18, 2021
Proposal Number: 21-1304 REV 4

Martinez Moore Engineers, LLC shall provide services to Client for the Project as defined below and in accordance with the attachments listed below:

Project Description: Based upon the information you relayed to us; it is our understanding that the project consists of the following:

Civil Engineering Scope

Picadilly Park 4.9 acres

1. Demolition and Protection
2. Erosion & Sedimentation Control
3. Hardscape:
 - a. Parking Lot: Vehicular Pavement Design
 - b. Driveway
4. Site Grading
 - a. Micro grading and concept design in collaboration w/ Asakura Robinson through DD
5. Site Drainage
6. Site Utility Plan
 - a. Including connections to prefab bathroom facility
7. Emergency Access Plan
8. Opinion of Probable Cost

Pecan Park 7.5 acres

1. Demolition and Protection
2. Erosion & Sedimentation Control
3. Hardscape
4. Site Grading
 - a. Micro grading and concept design in collaboration w/ Asakura Robinson through DD
5. Site Drainage
6. Site Utility Plan
 - a. Includes any storm water culverts or pipes
7. Emergency Access Plan
8. Opinion of Probable Cost

Structural Engineering Scope

Picadilly Park 4.9 acres

1. Boardwalk
2. Site Amenity Foundations/Footings Including:
 - a. Benches, Trash Receptacles
 - b. Light Poles
 - c. Prefab Restroom
 - d. Signage
3. Opinion of Probable Cost

Pecan Park 7.5 acres

1. Site Amenity Foundations/Footings Including:
 - a. Benches, Trash Receptacles
 - b. Light Poles
 - c. Signage
2. Opinion of Probable Cost

Our proposal is based on the project as described. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

Scope of Services: As defined in the attached Schedule MME SC-1 and this Agreement.

Compensation: Martinez Moore Engineers, LLC proposes to provide the defined Scope of Services on a Lump Sum Fee basis as follows:

Picadilly Park Basic Civil Engineering Services		
Schematic Design Phase	15%	\$ 5,847
Design Development Phase	25%	\$ 9,745
Construction Documents Phase	40%	\$15,592
Bidding Phase	5%	\$ 1,949
Construction Contract Administration Phase	15%	\$ 5,847
Total	100%	\$38,980

Pecan Park Basic Civil Engineering Services		
Schematic Design Phase	10%	\$ 4,468
Design Development Phase	20%	\$ 8,936
Construction Documents Phase	45%	\$20,106
Bidding Phase	5%	\$ 2,234
Construction Contract Administration Phase	20%	\$ 8,936
Total	100%	\$44,680

Picadilly and Pecan Park Basic Water Resources Engineering Services		
Project Management		\$ 3,010
Hydrology		\$ 4,230
Hydraulics		\$ 8,940
Documentation		\$ 4,090
Total		\$ 21,270
Estimated Reimbursable Expenses		\$ 1,000

Picadilly Park Basic Structural Engineering Services		
Schematic Design Phase	10%	\$ 750
Design Development Phase	20%	\$ 1,500
Construction Documents Phase	45%	\$ 3,375
Bidding Phase	5%	\$ 375
Construction Contract Administration Phase	20%	\$ 1,500
Total	100%	\$ 7,500

Pecan Park Basic Structural Engineering Services		
Schematic Design Phase	10%	\$ 1,000
Design Development Phase	20%	\$ 2,000
Construction Documents Phase	45%	\$ 4,500
Bidding Phase	5%	\$ 500
Construction Contract Administration Phase	20%	\$ 2,000
Total	100%	\$10,000

Compensation shall be equitably adjusted for changes in the scope of the project as described in the Project Description or changes in the scope of service as described in the Scope of Service.

Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, permit application fees etc., shall be invoiced and paid at the incurred cost. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel. Sales tax, if applicable, will be paid by the Client.

Supplemental Services

Martinez Moore Engineers, LLC has identified the following Supplemental Services not included in the Basic Scope of Services at this time but which may be added after Schematic Design:

Civil Engineering Supplemental Services Scope

Picadilly Park 4.9 acres

1. Detention Design
2. Stream Crossing
3. Detailed Grading of Nature trails and non-hardened/pervious areas
4. Green Infrastructure to capture parking lot area
5. Roadway: Pedestrian crossing

Pecan Park 7.5 acres

1. Detention Design
2. Stream Crossing
3. Detailed Grading of Nature trails and non-hardened/pervious areas
4. On Street Parking
5. Roadway: Pedestrian crossing

Structural Engineering Supplemental Services Scope

Picadilly Park 4.9 acres

6. Elevated Platform
7. Stream Crossing

Pecan Park 7.5 acres

6. Shade Structure
7. Stream Crossing

If requested and approved by the Architect in writing these services can be provided without invalidating this Agreement. Additional Services shall be compensated on either a negotiated Lump Sum Fee or on a Time and Expense Fee basis in accordance with the attached Billing Rate Schedule.

Additional Services

Martinez Moore Engineers, LLC proposes to provide Additional Services not included in the Scope of Services as requested and approved by the Architect in writing. Additional Services shall be provided without invalidating this Agreement. Additional Services shall be compensated on either a negotiated Lump Sum Fee or on a Time and Expense Fee basis in accordance with the attached Billing Rate Schedule.

Reimbursable Expenses

Miscellaneous, project-related, out-of-pocket expenses incurred by Martinez Moore Engineers, LLC in providing its services shall be reimbursed in addition to any fees as described in this Agreement." A reimbursable budget of \$5,000.00 is recommended for this project.

Architect's Responsibilities

The Architect shall provide overall management and coordination of the design of the Project. Martinez Moore Engineers, LLC agrees to participate in the coordination effort, to be led by the Architect, in order that our Portion of the Project is coordinated with the designs and deliverables of the other members of the Project design team.

The Architect shall provide to Martinez Moore Engineers, LLC in a timely manner full information of which the Architect is aware regarding any special conditions, design criteria, reports, or special services needed, and to make available any existing data or drawings concerning the Project and Project Site. Martinez Moore Engineers, LLC shall be entitled to rely upon the accuracy and completeness of any such information provided.

Project Schedule

Martinez Moore Engineers, LLC will endeavor to achieve the requirements of a reasonable design schedule determined appropriate for the Project. Martinez Moore Engineers, LLC's fee for the defined Scope of Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions.

In order for Martinez Moore Engineers, LLC to proceed with its services toward the accomplishment of the Project Schedule, the following information shall be provided by the Architect in a timely manner:

- An executed copy of the Agreement for Professional Services
- A site-specific geotechnical investigation and report
- A site boundary and topographic survey
- Existing Site drawings

Limitation of Liability

Martinez Moore Engineers, LLC's liability to the Client for claims arising from this Agreement shall not extend to assumptions made based upon erroneous information provided to us by others (Owner, surveyor, geotechnical engineer, etc.). Examples of this include as-built conditions that are not as

indicated on existing drawings or surveys or geotechnical conditions that were not captured by the project-specific geotechnical investigation(s) and report(s).

To the maximum extent permitted by law, Client agrees to limit Consultant's liability for claims arising from the Agreement to the Sum of \$100,000 or Martinez Moore Engineers LLC's paid fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.


Terms of Agreement

Terms of our agreement will be in accordance with AIA Document C401 unless superseded by another document that our firms have previously agreed to use as our master agreement. It is understood that the terms of our agreement may be subject to the terms of a prime agreement that will subsequently be executed between you and your client. We reserve the right to a reasonable review of any master agreement before being bound by its terms.

Attachments:

- The following attachments are incorporated by reference as if set forth at length. In the event of a direct conflict between this Agreement and the content of any of the Attachments, this Agreement shall govern.
- Schedule MME SC-1: Scope of Basic Civil Engineering Services
- Schedule MME SC9 -Scope of Water Resources Engineering Services
- Schedule MME - SC17: Exclusions to Scope of Basic Services for Civil Sitework
- Schedule MME - SS1: Scope of Structural Engineering Services – New Construction
- Schedule MME - R1: Billing Rates Schedule 2021

Executed on this ___ day of _____, 2021 by:

Client: Margaret Robinson PLA, LEED AP, SITES AP	Martinez Moore Engineers, LLC: Al Hajka, P.E., Director of Civil Engineering
	

Schedule MME - SC1
Scope of Civil Engineering Services - Site Development**BASIC SERVICES:****I. Civil Site Investigation**

- A. Martinez Moore Engineers LLC will review available record drawings and surveys to determine what additional information is required.
- B. Martinez Moore Engineers LLC will assist the architect in development of a site plan to be used as the basis of the site investigation.
- C. Martinez Moore Engineers LLC will visit the site to observe the site conditions to attempt to detect development issues affecting the site.
- D. Martinez Moore Engineers LLC will work with the local officials to determine potential development fees and costs.
- E. Martinez Moore Engineers LLC will meet with local officials to discuss development procedures and requirements pertaining to the intended development of the site.
- F. Martinez Moore Engineers LLC will contact the local utility providers to determine utility availability and service requirements.
- G. Martinez Moore Engineers LLC will review local flood plain maps of record to determine the flood plain status of the site.
- H. Martinez Moore Engineers LLC will discuss with local officials any intended extensions of rights-of-way and /or easements that would affect the site.
- I. Martinez Moore Engineers LLC will meet with the appropriate officials to determine the drainage requirements affecting development of the site.
- J. Martinez Moore Engineers LLC will prepare a written report describing the findings of the investigation.

II. Civil Site Plan Design

- A. Martinez Moore Engineers LLC will review record drawings and surveys to determine if additional information is required.
- B. Martinez Moore Engineers LLC will attend regularly scheduled design coordination meetings as required. A total of 15 meetings are included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.
- C. Martinez Moore Engineers LLC will assist the architect in site plan layout as required.
- D. Martinez Moore Engineers LLC will prepare site paving, grading, and drainage plans.
- E. Martinez Moore Engineers LLC will prepare plans for storm drain lines from a point five (5) feet outside the proposed buildings to points of connection within the adjacent street rights-of-way
- F. Martinez Moore Engineers LLC will prepare plans for water lines and sanitary sewer lines from a point five (5) feet outside the proposed building to points of connection within the adjacent street rights-of-way.
- G. Martinez Moore Engineers LLC will prepare civil site construction details.

- H. Martinez Moore Engineers LLC will review civil specifications provided by the architect or provide civil related specifications in CSI Format.
- I. Martinez Moore Engineers LLC will provide assistance for civil site plan approvals.
- J. Martinez Moore Engineers LLC will make up to periodic visits to the site to observe the work for general conformance of civil related construction with the plans and specifications. A total of twelve (12) visits are included in our fee estimate.
- K. Martinez Moore Engineers LLC will for purposes of this agreement prepare one offsite plan and profile drawing, if necessary.

I. Construction Phase Services

- L. Martinez Moore Engineers LLC will attend pre-bid conference if requested.
- M. Martinez Moore Engineers LLC will answer questions of bidders relating to the engineering design and assist the Architect in the preparation of necessary addenda.
- N. Martinez Moore Engineers LLC will assist the Architect in evaluation of the bids as requested.
- O. Martinez Moore Engineers LLC will answer questions of the Contractor regarding the engineering design and respond to related Requests for Information.
- P. Martinez Moore Engineers LLC will review civil related shop drawings and submittals for general conformance with the plans and specifications.
- Q. Martinez Moore Engineers LLC will assist the Architect in the preparation of Architectural Supplementary Information and Proposed Change Requests.
- R. Martinez Moore Engineers LLC will assist the Architect in review of civil related Proposed Change Proposals.
- S. Martinez Moore Engineers LLC will make three trips to the site during construction to discuss site situations and review the civil site work for general conformance with the plans and specifications.
- T. Martinez Moore Engineers LLC will make a final punch list of observed deficient items at the point of substantial completion.

SUPPLEMENTARY ADDITIONAL SERVICES:

II. Detention System Design

- U. Martinez Moore Engineers LLC will review existing data and site conditions.
- V. Martinez Moore Engineers LLC will work with the City of Pflugerville to determine an acceptable design.
- W. Martinez Moore Engineers LLC will work with the design team to site the detention pond on the site.
- X. Martinez Moore Engineers LLC will prepare final design plans and specifications for the construction of the facility. The scope of services do not include a stormwater pumping station should it be required to meet the needs of the proposed development.

III. Additional Supplementary Service

- Y. Martinez Moore Engineers LLC Will review data and additional information for Stream Crossings and Design requirements.

- Z. Martinez Moore Engineers LLC Will provide detailed grading of nature trails and pervious areas.
- AA. Martinez Moore Engineers LLC will provide a design for on-street parking and street crossings.
- BB. Martinez Moore Engineers LLC will provide a design for LID features to treat stormwater from new impervious surfaces.
- CC. Martinez Moore Engineers LLC will provide a drainage design for specialty lawn areas.

Schedule SC9**SCOPE OF WATER RESOURCES ENGINEERING SERVICES**

Hydraulic Impact Study

I. Data Collection

- A. Walter P Moore will obtain and review hydrologic and hydraulic models in the vicinity of the project site.
- B. Walter P Moore will review existing site data including aerial photos and LiDAR data, and survey information for use in the analysis.
- C. Walter P Moore will obtain and review the proposed conditions site information.

II. Hydrologic and Hydraulic Analysis

- A. Duplicate Effective Model – Walter P Moore will download and run the FEMA Effective model
- B. Corrected Effective Condition Model - Walter P Moore will adjust the FEMA Effective model to reflect existing conditions within the project extents for Picadilly Park and Pecan Park within the same HEC-RAS model. The Corrected Effective model will be used as the basis for existing condition hydrologic parameters and hydraulic parameters, which will include the park areas prior to development. Pre-Atlas 14 precipitation-frequency estimates for the 500-year frequency storms, which are comparative but not exact to NOAA Atlas 14 100-year rainfall, will be used in the analysis as a basis to understand potential impacts, prior to completing a detailed analysis.
- C. Proposed Condition Model - Walter P Moore will create a proposed condition model by incorporating the proposed grading and changes in impervious cover into the corrected effective (existing) condition model. Walter P Moore will update hydrologic and hydraulic parameters accordingly to represent the fully constructed project including the proposed stream crossings.
- D. Determine Hydraulic Impacts - Walter P Moore will compare hydraulic results of corrected effective and proposed condition models.

III. Documentation

- A. Walter P Moore will prepare and review a brief written technical memo addressing the methods, assumptions, and findings of the pre-engineering study in a format to provide for the client's use.
- B. Walter P Moore will create all tables, figures, and exhibits necessary to provide clarity and support for the conclusions of this study effort.

IV. Project Coordination

- A. Walter P Moore will coordinate with the Client, as necessary. Walter P Moore will also provide internal coordination throughout the project.
- B. Walter P Moore will attend meetings (maximum of two) with the Client and/or appropriate agencies to discuss relevant aspects of the project.

Schedule MME - SC17**Exclusions to Scope of Basic Services for Civil Sitework**

These services are excluded because either the scope is still undefined, the work is not anticipated to be required, or the work is to be provided by others or another group within Martinez Moore Engineers, LLC from whom you have received a separate proposal. If it becomes necessary for Martinez Moore Engineers, LLC to provide any of these or other services beyond the scope of our Basic Services and said services are authorized by the Client, they will be performed for an additional fee on a time and expense basis in accordance with AIA C401 or upon a fee basis established at such time as the scope of work is defined. We anticipate that we will be provided with survey information in accordance with Martinez Moore Engineers, LLC Standard Survey Drawing Requirements (attached). Should the survey information be provided in another format, we would anticipate additional compensation to convert the information into a usable format.

Specifically excluded services include:

- A. Surveying
- B. Geotechnical Engineering
- C. Flood mitigation coordination and design
- D. Floodplain Mitigation such as LOMR and CLOMR
- E. Wetlands and environmental studies
- F. Storm water quality management permit assistance
- G. Low Impact Development Design
- H. Detention/Mitigation Design and Analysis to offset increased impervious runoff from the developed park sites Drainage in landscape beds including beds adjacent to the building
- I. Detailed Atlas 14 analysis (Hydrologic and Hydraulic), including corrected effective, proposed and fully developed conditions.
- J. Detention Design and Analysis to offset increased impervious runoff from the developed park sites
- K. Mitigation Design and Analysis to offset encroachments/grading within the floodplain resulting in increased flood elevations from the developed park sites
- L. Floodplain mapping
- M. Design of irrigation system or irrigation consulting
- N. Design of fountains or reflecting pools
- O. Traffic engineering such as traffic studies, signals, pavement markings and signage
- P. Access Management Application and Variances
- Q. Public street modifications
- R. Parking consulting
- S. Traffic Control Plans not specifically identified in fee schedule
- T. Street and site lighting
- U. Hardscape specialty pavement design
- V. Design of retaining walls or site structure foundations including utility poles
- W. Loading dock maneuvering access studies
- X. Design of public and private utility extensions
- Y. Sanitary sewer and storm sewer lift station design
- Z. Utility (Streetlights, Fire Hydrants, etc.) Relocations associated with final driveway locations
- AA. Design of franchise utilities
- BB. Basic Engineering Fees do not include plan and profile drawings for electrical power connection to the proposed building.
- CC. Platting
- DD. Vault rights for encroachments into easements or rights-of-way, including tiebacks, landscape, furniture, special pavement, utilities, and/or pavers

- EE. ADA reviews, fees, and proposals. It is assumed the Project Architect will be responsible for all ADA submittals and approvals.
- FF. Easement descriptions and plats
- GG. Permit Expediting
- HH. "As Built" documentation.
- II. Full time site representation during construction
- JJ. Building demolition and utility service abandonment
- KK. Stream Crossings
- LL. Detailed grading of Nature Trails and non-hardscape areas
- MM. Design of on-street parking and street crossings
- NN. Design of drainage infrastructure for specialty lawn areas

Schedule MME - SS1**Scope of Structural Engineering Services – New Construction****I. General Services**

- A. Martinez Moore Engineers, LLC shall be the Structural Engineer of Record for the parts of the Project as described in the Agreement Letter.
- B. The Basic Services to be performed by Martinez Moore Engineers, LLC includes consultation, structural analysis and design, documentation, specifications, and construction administration services for the Structural Elements of the Project indicated in Table B: Scope of Work.
- C. Martinez Moore Engineers, LLC shall incorporate provisions for the design of Pre-Engineered Structural Elements, as applicable to the project. This may include the type of element, position within the structure, connections to the Primary Structural System, the loading and deflection criteria, specifications, and required shop drawing and calculation submittals.
- D. Unless specified in Table B: Scope of Work to be designed by Martinez Moore Engineers LLC, Martinez Moore Engineers, LLC shall only review the effects of Secondary and Non-Structural Elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The Contract Documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.
- E. For each phase of the Work, Martinez Moore Engineers, LLC will work with the Prime Design Professional to ascertain the requirements for that phase of the Work, will participate in necessary meetings, will be available for general consultation, will prepare necessary documentation, and will make appropriate recommendations.
- F. Martinez Moore Engineers, LLC's scope of Services assumes that the Prime Design Professional will direct and coordinate the activities of the Martinez Moore Engineers, LLC and other consultants on the design team and perform project administration and management duties such as preparation of conference records, processing shop drawings, preparation of specifications and other items consistent with that role. It is assumed that, as needed for the Project, the Prime Design Professional will prepare and assemble all General and Supplementary General Conditions, Bid Forms and other Division 1 specification items, and technical specifications for all architectural components and systems.
- G. Martinez Moore Engineers, LLC will recommend to the Prime Design Professional the appropriate investigations, reports, surveys, tests, and services of other Consultants that should be retained for proper execution of Services. Martinez Moore Engineers, LLC will assist in the development of appropriate scopes of work for such services. Services that may be required include, but are not limited to: Geotechnical Investigations, Surveys and Material Tests.
- H. Martinez Moore Engineers, LLC's Scope of Services is limited to those items specifically described herein. If requested and authorized by the Client, other Additional Services may be provided for an additional fee.

II. Scope of Services

- A. Following written authorization from the Client to proceed with each subsequent phase of the Work, Martinez Moore Engineers, LLC shall provide the services for each phase as described in Table A: Scope of Service.

Table A: SCOPE OF SERVICE				
PHASE		Included	Not Included	NOTES
Schematic Design Phase Services				
1	Establish Structural Design Criteria	X		
2	Identify special code and Approval Agency issues	X		
3	Develop and evaluate alternative structural systems as appropriate	X		
4	Prepare Outline Structural Specification Sections	X		
5	Recommend appropriate investigations, reports, surveys, tests and services of other consultants	X		
6	Building Information Model		X	
7	Develop an opinion of the probable Cost of Construction		X	CM can estimate the structural cost based on quantities provided in our narrative.
8	Review estimate of the Cost of Construction prepared by others	X		
9	Attend 1 virtual meeting	X		
10	Deliverables – Submit structural framing plans and narrative for ONE selected scheme.		X	
Design Development Phase Services				
1	Prepare Preliminary Framing Drawings		X	
2	Prepare Preliminary Foundation Drawings		X	
3	Prepare Typical Detail Sheets		X	
4	Identify Pre-Engineered Structural Systems		X	
5	Review Results of Special Studies		X	
6	Coordinate Structural Design with Special Design Criteria	X		
7	Prepare Preliminary Structural Specification Sections		X	
8	Building Information Model		X	AIA E202 Level 200
9	Develop an opinion of the probable Cost of Construction		X	CM can estimate the structural cost based on quantities provided in our drawings and narrative.
10	Review estimate of the probable Cost of Construction prepared by others	X		
11	Review interpretation and application of special building code and approval issues	X		
12	Attend meetings	X		
13	Deliverables – Submit Design Development documents for approval		X	
Construction Documents Phase Services				
1	Issue for construction Structural Drawings	X		
2	Submit Structural Calculations	X		

Table A: SCOPE OF SERVICE				
PHASE		Included	Not Included	NOTES
3	Complete structural criteria for performance specification of Pre-Engineered Structural Elements	X		
4	Review effect of Secondary or Non-Structural elements attached to the Primary Structure	X		
5	Perform coordination of the structural drawings with architectural, civil, and MEP drawings	X		
6	Assist in Establishing Testing and Inspection Requirements	X		
7	Issue for construction Structural Specifications	X		
8	Building Information Model	X		AIA E202, Level 300
9	Develop an opinion of the Cost of Construction		X	CM can estimate the structural cost based on our drawings.
10	Review estimate of the Cost of Construction prepared by others	X		
11	Prepare ONE construction document package for submission for Building Permit			
12	Respond to Peer or Constructability Review Comments	X		
13	Respond to Building Department comments	X		
Bidding or Negotiation Phase Services				
1	Assist Client and Owner in Obtaining and Evaluating Bids or Negotiating Proposals	X		
2	Respond to Requests for Additional Information, Clarifications, and Interpretations of the Structural Documentation	X		
3	Attend Pre-Bid Conference (If Required)	X		
4	Other		X	
Construction Phase Services				
1	Pre-Construction Services			
	a. Attend Meetings	X		1 Included
	b. Assist in Establishing Communications Procedures	X		
	c. Assist in Establishing Procedures for Testing and Inspections	X		
	d. Assist in Confirming Submittal Procedures	X		
	e. Assist in Selection of Testing Agency	X		
	f. Respond to Building Department Review Comments	X		
2	Submittals			
	a. Review Specified Submittals	X		
3	Construction Observations			
	a. Make Site Visits at Intervals Appropriate to the Stage of Construction	X		Anticipated 1 per month during structural construction
	b. Prepare Site Visit Reports	X		
4	Materials Testing & Inspections			

Table A: SCOPE OF SERVICE				
PHASE		Included	Not Included	NOTES
	a. Review Testing and Inspection Reports	X		
	b. Initiate Appropriate Action to Testing and Inspection Reports, if Required	X		
5	Structural Documentation			
	a. Respond to Requests for Information	X		
	b. Assist in Reviewing Changes Orders Related to Structural Work	X		
Additional Services				
1	Early Foundation Package		X	
2	Early Structural Steel Package		X	
3	Mill Order Package		X	
4	GMP Package		X	
5	Field Investigation of Existing Structures		X	
6	Special Inspection Services		X	
7	Continuous or Detailed Inspection of Construction		X	
8	Design for Future Expansion		X	
9	Design of Temporary Shoring and/or Bracing for Excavations		X	
10	Vibration Analysis for footfall loads	X		
11	Vibration Analysis for Sensitive Equipment		X	
12	Vibration Analysis for Rhythmic Activities		X	
12	Preparation of Demolition Documents		X	
13	Services resulting from changes necessary because of Construction Cost overrun which is outside the control of the SER		X	
14	Services resulting from revisions which are inconsistent with approvals or instructions previously given by Client		X	
15	Services resulting from revisions due to enactment or revisions to codes, laws, or regulations		X	
16	Services resulting from corrections or revisions required because of errors or omissions in construction		X	
17	Services due to extended design or construction time schedules		X	
18	Services for special foundation systems when the discovery of unexpected soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat foundations, structural grade slabs and proprietary foundation systems.		X	
18	Design and Detailing for Additive or Deductive Alternates		X	
20	Services in the review and design of alternate or substitute systems submitted by the Contractor		X	
21	Preparation of Record Structural Drawings and BIM Model		X	

Table A: SCOPE OF SERVICE				
PHASE		Included	Not Included	NOTES
22	Additional Site Visits due to Contractor's defective work.		X	
23	Services related to LEED Certification		X	
24	Secure Design studies including progressive collapse		X	
25	Review related to Contractor's construction equipment loads and support		X	
26	Detailed Field Surveys and Measurement of As-Built Conditions		X	

III. Scope of Work

A. The Scope of Work for Structural Elements are described in Table B: Scope of Work

Table B: SCOPE OF WORK						
ELEMENT		Full Design	Design Consultation	Performance Specified	Excluded Service	NOTES
Primary Structural Elements						
1	Foundation Elements: Footings, Grade-Beams, Walls, Pile Caps, Piers, Mats	X				
2	Special Foundations systems such as Rammed-Aggregate Piers, Vibro-Compaction, Helical Piers, Etc				X	
3	Precast Concrete Piles				X	
4	Temporary Earth Retention Systems				X	
5	Cast-in-Place Concrete Framing	X				
6	Precast Concrete Framing			X		
7	Post-Tensioned Concrete Framing	X		X		PT design included, but Final PT System Design is by the Manufacturer
8	Concrete Masonry	X				Load Bearing Structural Elements
9	Structural Steel Framing	X		X		Final Connection Design by Structural Steel Fabricator
10	Open Web Steel Joists & Joist Girders			X		
11	Steel Floor & Roof Deck				X	
12	Cold-Formed Steel Framing			X		
13	Cold-Formed Steel Trusses			X		
14	Wood Framing				X	
15	Heavy Timber Framing				X	

Table B: SCOPE OF WORK						
ELEMENT		Full Design	Design Consultation	Performance Specified	Excluded Service	NOTES
16	Glue-Lam Arches & Trusses	X			X	
17	Steel Plate Connected Wood Trusses				X	
18	Prefabricated Metal Buildings				X	
19	Structural Precast				X	
20	Formwork or Shoring				X	
					X	
Secondary Structural Elements						
1	Supports for Operable Partitions	X				
2	Catwalks	X				
3	Rigging Grid	X				
4	Mechanical Equipment Supports				X	
5	Elevator Guide Rail Supports and Beams				X	
6	Cold-Formed Exterior Wall Framing		X			
7	Retaining Walls Independent of the Primary Structure				X	
8	Flagpole Foundations		X			
9	Lightpole Foundations		X			
10	Site Signage and Foundations		X			
11	Canopies and Awnings		X			
12	Trellis		X			
13	Exit Stairs			X		
14	Grand Stairs				X	
15	Vehicle Restraint Barriers	X				
16	Window Washing Equipment Supports				X	
17	Window Washing Tie Backs				X	
18	Fall Protection/Arrest/Restraint Systems				X	
Non-Structural Elements						
1	Cladding				X	Glass Curtain-Wall, Metal Panel
2	Non-Bearing Interior Metal Stud Partitions				X	
3	Non-Load Bearing Interior Masonry Walls	X				
4	Non-Load Bearing Masonry Fence Walls				X	
5	Satellite Dish and Antenna Supports				X	
6	Exhaust Stack Supports & Ties				X	
7	Architectural Precast Elements		X			
8	Hand Rails		X			
9	Guard Rails		X			

Table B: SCOPE OF WORK						
ELEMENT		Full Design	Design Consultation	Performance Specified	Excluded Service	NOTES
10	Access Ladders		X			
11	Medical Equipment Supports		X			
12	Bathroom Partition Supports				X	
13	Supporting Structure for Sculpture or other Art				X	

IV. Definitions

- A. **Structural Engineer of Record (SER)** is the Structural Engineer who is legally eligible to seal the Structural Documents for a Building Project. This seal acknowledges that he or she has performed or supervised the analysis, design, and document preparation for the building structure and has knowledge of the requirements for the load carrying structural system. The SER is responsible for the design of the Primary Structural System.
- B. **Specialty Engineer** is a licensed professional engineer, not the SER, who is legally responsible for the design of but not limited to: Pre-Engineered Structural Elements, Cladding Systems, Structural Steel Connections, Earth Retention Systems, Stairs, Cold-Formed Metal Framing and Rigging. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements or by the General Contractor or Subcontractor(s) responsible for construction related services.
- C. **Special Inspection** is inspection performed by a qualified person, approved by the building official, for the types of work requiring inspection per the governing codes and contract documents.
- D. **Client** - The party, with which Martinez Moore Engineers, LLC has entered into the Agreement.
- E. **Prime Design Professional** is the leader of the design team charged with the design of a facility, either an architect or an engineer. The Prime Design Professional is responsible for determining and interpreting the needs of the Owner and for coordinating the work of the other members of the design team.
- F. **Primary Structural System** is the completed combination of elements which serve to support the building's self weight, the applicable live load which is based upon the occupancy and use of the spaces, and the environmental loads such as wind, seismic, and thermal. Curtain wall members, non-load bearing walls and exterior facade are examples of items which are not part of the Primary Structural System.
- G. **Secondary Structural Elements** are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the Primary Structure. Examples may include but are not limited to: support beams above the primary roof structure which carry a chiller, stairs, elevator support rails and beams, retaining walls independent of the primary building, and flagpole or light pole foundations.
- H. **Non-Structural Elements** are elements of a building that are not Primary or Secondary Structural Elements. Items in this category could include architectural elements, curtain walls and cladding, non-bearing partitions, stair railings, etc.
- I. **Pre-Engineered Structural Elements** are structural elements which are specified by the SER to be designed by a Specialty Engineer. These elements are normally fabricated off-site, may

require specialized equipment not usually available at the job site and are generally proprietary systems. The SER shall specify the design criteria, including the incorporation of the Pre-Engineered Structural Elements into the structure. Examples of Pre-Engineered Structural Elements may include but are not limited to:

1. Open web steel joists and joist girders.
 2. Wood trusses
 3. Cold Formed Steel Trusses.
 4. Combination wood and metal, and plywood joists.
 5. Precast concrete elements.
 6. Prefabricated wood or metal buildings.
 7. Tilt-up concrete panel reinforcement and hardware required for lifting to position.
- J. **Multiple Bid Packages** are bid documents which are submitted for phased construction of portions of the project under separate trade contracts. Examples include early foundation, structural steel, or mill order packages.
- K. **Fast Track Projects** are projects in which any portion of the contract documents are released for pricing/bid/fabrication, or are submitted for building permit, prior to such issuance of full design team documents.
- L. **Scope of Work**
1. **Full Design:** Full analysis and design of element and their connections documented with drawings, specifications, and calculations.
 2. **Design Consultation:** Analysis and Design of Element for incorporation onto Client's or other consultant's drawings and specifications.
 3. **Performance Specified:** Preliminary analysis of Pre-Engineered Structural Elements with design intent and design criteria shown on the drawings and specified to be designed by a Specialty Engineer.
 4. **Excluded Service:** Scope of work is not included in the Basic Service.

Billing Rate Schedule - Civil Engineering Services
Schedule MME - RC1
BILLING RATE SCHEDULE

 Infrastructure Group
 2021 Standard

Category	Rate
President	\$ 350.00
Senior Principal	\$ 310.00
Principal.....	\$ 260.00
Director of Civil Engineering.....	\$ 225.00
Chief Hydrologist.....	\$ 225.00
Managing Director.....	\$ 225.00
Team Director	\$ 220.00
Senior Project Manager	\$ 225.00
Project Manager.....	\$ 175.00
Senior Engineer	\$ 180.00
Engineer	\$ 145.00
Graduate Engineer.....	\$ 125.00
Senior Transportation Planner	\$ 175.00
Transportation Planner.....	\$ 145.00
Graduate Transportation Planner	\$ 110.00
Senior Graphic Designer.....	\$ 125.00
Senior GIS Specialist.....	\$ 170.00
GIS Specialist.....	\$ 140.00
Senior Hydrologist.....	\$ 160.00
Hydrologist	\$ 120.00
Senior Designer	\$ 175.00
Designer	\$ 125.00
BIM Manager.....	\$ 175.00
CAD Manager	\$ 165.00
Senior CAD Technician.....	\$ 130.00
CAD Technician	\$ 95.00
Senior Field Representative.....	\$ 140.00
Field Representative	\$ 120.00
Engineering Intern.....	\$ 70.00
Project Accountant.....	\$ 125.00
Senior Administrative Assistant	\$ 125.00
Administrative Assistant.....	\$ 95.00

Notes:

1. These billing rates are effective January 1, 2021 through December 31, 2021. Rates after December 31, 2021 may be adjusted by 4% annually

Schedule MME - R1
 2021 Standard

Billing Rate Schedule - Structural Engineering Services

Category	Rate
President.....	\$350.00
Principal.....	\$270.00
Senior Project Manager.....	\$270.00
Design Manager.....	\$210.00
Project Manager.....	\$190.00
Senior Engineer.....	\$165.00
Engineer.....	\$150.00
Graduate Engineer.....	\$130.00
Intern Engineer.....	\$85.00
BIM Manager.....	\$190.00
Project Accountant.....	\$120.00
Senior Administrative Assistant.....	\$110.00
Administrative Assistant.....	\$90.00



Engineering Excellence Since 1973

June 18, 2021
July 8, 2021 Revised

Ms. Claire Eddleman-Heath
Asakura Robinson

Re: **Picadilly and Pecan Parks**
Pflugerville, Texas

Dear Ms. Claire Eddleman-Heath:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Electrical Engineering Services for the above referenced project.

Guerra has extensive related experience and is fully capable of meeting the requirements of this project while providing the quality and responsive engineering services that Asakura Robinson desires.

A. Scope of Work

The Scope of Work is based upon the information e-mailed to our office on June 16, 2021 and July 7, 2021. The project includes the development of Picadilly and Pecan Parks. The Electrical scope shall include:

Picadilly Park

Site Lighting for parking and hike/bike main trail only ; nature trail, tree lights and/or accent lights are not included, but can be provided as an additional service.

Site Power including new electrical service and power for the lighting, Prefab Restroom, irrigation and water fountains.

Pecan Park

Site Lighting for hike/bike main trail only; nature trail, tree lights and/or accent art lights are not included, but can be provided as an additional service.

Site Power including new electrical service and power for the lighting, Prefab Restroom, irrigation and water fountains.

The Scope of Work is further clarified as follows:

General

1. Specifications will be presented in book form and CSI format.

2. CAD drawings for construction drawings will be provided by Asakura Robinson.
3. All construction drawings will be prepared using CAD 2019.
4. Preparation and submission of three (3) project deliverable packages is included in our scope of work.
 - 100% Design Development
 - 50% Construction Documents
 - Issue for Bid – Signed/Sealed
5. All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
6. Electrical representation for up to 3 design/bid-phase meetings are included in the scope of work.
7. Engineering consultation during bidding/construction, shop drawing/RFI review and Electrical representation for up to 3 on-site construction observation visits for each park including substantial completion and final punchlist are included in our scope of work.

Electrical

1. Guerra will design and specify the required power distribution systems for the prefab restroom, irrigation and water fountains.
2. Guerra will design and specify required site lighting systems for parking and hike/bike main trail only ; nature trail, tree lights and/or accent art lights are not included, but can be provided as an additional service.
3. Guerra will design and specify new Electrical Service from the transformer to the park.
4. Guerra will design and specify required infrastructure for data/telecom and security systems, including raceway systems and outlet boxes. (Design and specification of data/telecom and security system cabling, equipment, terminations and testing is not included).
5. Guerra will complete all electrical calculations and paperwork necessary to demonstrate compliance with the International Energy Conservation Code as required.

The following are excluded from the proposed Scope of Services:

1. Special inspection services as defined by the International and Uniform Building Codes.
2. Testing (destructive or non-destructive) of system materials or components.

3. The development of a detailed construction cost estimate.
4. Data/telecom and security system cabling, equipment, terminations, and testing.

The following are excluded, but can be provided as Additional Services as needed:

1. Design and specification of the following systems:
 - a. Landscape lighting including nature trails, tree lights and/or accent art lights , photovoltaics, rainwater harvesting, greywater reuse, foundation drainage, irrigation, and water features.
2. Mechanical, Plumbing, Fire Protection Engineering and/or MEP Commissioning
3. Electrical power coordination studies.
4. Life-cycle cost analysis.
5. The production of record (as-built) construction drawings.
6. Performance of energy analysis/modeling and/or preparation of documentation required for LEED certification.
7. Engineering Documents for plan check processing and permitting will be provided to Asakura Robinson. Plan check processing, fees and permitting through governmental agencies is not included.

B. Compensation

The Scope of Work defined above will be performed for a fixed fee as summarized below:

Basic Engineering Services:

Picadilly Park

Electrical Engineering - New Electrical Service Fee	\$ 7,400.00
Electrical Engineering – Lighting	\$ 6,900.00
Electrical Engineering - Power	\$ 6,200.00
Total Electrical Engineering Fee Picadilly Park	\$20,500.00*

Pecan Park

Electrical Engineering - New Electrical Service Fee	\$ 9,700.00
Electrical Engineering – Lighting	\$ 9,300.00
Electrical Engineering - Power	\$ 7,800.00
Total Electrical Engineering Fee Pecan Park	\$26,800.00*

* Basic Electrical engineering services fees are based upon design documents being submitted for three (3) project deliverable packages. Should the number of intermediate deliverables be increased these fees will be adjusted upward accordingly.

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees; nor anticipated.

Additional services, if required and requested by Asakura Robinson in writing, will be negotiated on a fixed-fee basis in accordance with our current rate schedule (see Attachment A). Additional services constitute any scope-of-work that is in addition to that described herein, or anything that would require the addition to or modification of drawings after signed-and-sealed documents have been released, that would not be considered clarification or correction pursuant to the original scope-of-work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between Asakura Robinson and the Owner.

Guerra is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with Asakura Robinson.

If this proposal is satisfactory, please forward an AIA C401 agreement for our review and signature or please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,
JOSE I. GUERRA, INC.



Shawn Allen, P.E.
Vice-President

Attachments: A Hourly Rates

Accepted by: _____ Date: _____

ATTACHMENT A

Hourly Rate Schedule January 1, 2021

Principal	\$225.00
Senior Project Manager	\$185.00
Senior Project Engineer	\$185.00
Project Manager	\$165.00
Project Engineer	\$165.00
Senior Design Engineer	\$145.00
Senior Designer	\$120.00
Design Engineer	\$110.00
Designer	\$100.00
CAD/BIM Manager	\$100.00
Senior CAD/BIM Technician	\$ 92.50
CAD/BIM Technician	\$ 82.00
Administrative Assistant	\$ 74.00
Expert Witness Testimony	\$290.00



GARZA
CONSULTING
IRRIGATION DESIGN
PLANNING & COST ANALYSIS
P.O. BOX 681974
SAN ANTONIO, TEXAS
PHONE(210) 490-1191

July 14, 2021

Asakura Robinson
1224 E 12th Street, Ste 310
Austin, TX 78702

Re: Irrigation Design: Pflugerville Parks Picadilly and Pecan

Attn: CLAIRE EDDLEMAN-HEATH

I am pleased to present the following proposal for irrigation design services for the above referenced project. A standard irrigation from a potable water source is currently planned for this project. The scope will include:

1. Irrigation Design for the Picadilly Park (71959 SF), see attached Scope Exhibit for reference:

Irrigation design includes spray head and/or drip irrigation placement, piping, pipe sizing, hydraulic calculations, construction details and specifications. Teleconference and virtual coordination meetings are included in fee.

Est. Construction Cost: \$45,835.00
CD Design Fee: \$3208.00

Garza Consulting reserves the right to update fee should the scope grow beyond what was represented for this proposal. Base fee does not include water harvesting systems, pump systems, requests to convert contractor as built to CAD, LEED calculations or revisions to plan after 100% Construction Documents have been submitted by Garza Consulting.

Construction Services:

This task will include the following services:

- Review of shop drawings, and material submittal, comment, re-review and approval for construction.
- Conduct final walk-through with Contractor to observe completeness of installation and compliance with "punch list" items for Final Acceptance.

Fee: \$530.00 plus
Reimbursables for Travel: \$0.50 per mile

2. Irrigation Design for the Pecan Park (133,140 SF), see attached Scope Exhibit for reference:

Irrigation design includes spray head and/or drip irrigation placement, piping, pipe sizing, hydraulic calculations, construction details and specifications. Teleconference and virtual coordination meetings are included in fee.

Est. Construction Cost: \$96,480.00
CD Design Fee: \$6753.00

Garza Consulting reserves the right to update fee should the scope grow beyond what was represented for this proposal. Base fee does not include water harvesting systems, pump systems,

Garza Consulting
P.O. Box 681974
San Antonio, TX 78268
Phone: 210-490-1191

requests to convert contractor as built to CAD, LEED calculations or revisions to plan after 100% Construction Documents have been submitted by Garza Consulting.

Construction Services:

This task will include the following services:

- Review of shop drawings, and material submittal, comment, re-review and approval for construction.
- Conduct final walk-through with Contractor to observe completeness of installation and compliance with "punch list" items for Final Acceptance.

Fee: \$1196.00 plus
Reimbursables for Travel: \$0.50 per mile

3. As Built :

Requests to convert contractor as built to CAD file. Garza Consulting seals will be removed.

Fee: \$200.00


Additional Services

Design work requested after 100% Construction Documents have been submitted shall be billed as Additional Services. These services shall be billed at a rate of \$125/hr.

If requested by the Owner's Representative, we will make additional visits to the site during construction to observe progress by the Contractor. A field report will be developed after each visit documenting verbal communication with the Contractor and listing deviations from the contract documents. These services will be charged at our hourly billing rate of \$125/hr.

We request written approval to proceed with this project, however it may be necessary to meet to develop a more definitive scope as you deem necessary. Please call with any questions or comments. I look forward to working with you on this project.

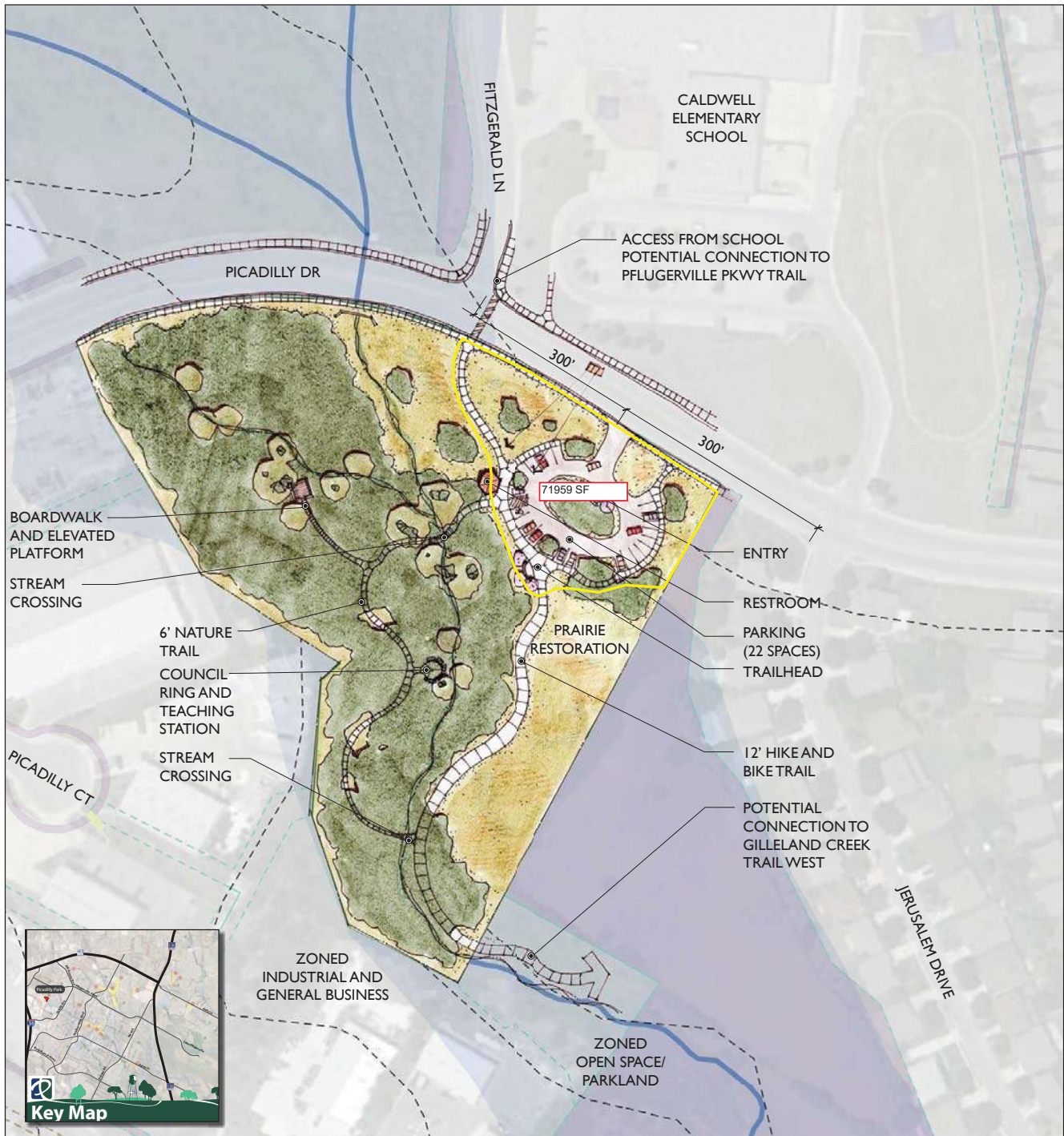
Kind Regards,



Steven A. Garza L.I.

AGREED TO BY:
Authorized Signature

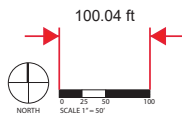
Date



Picadilly Park

“Natural Pflugerville”

Classification: Community
Size: 9.8 acres



Existing Park

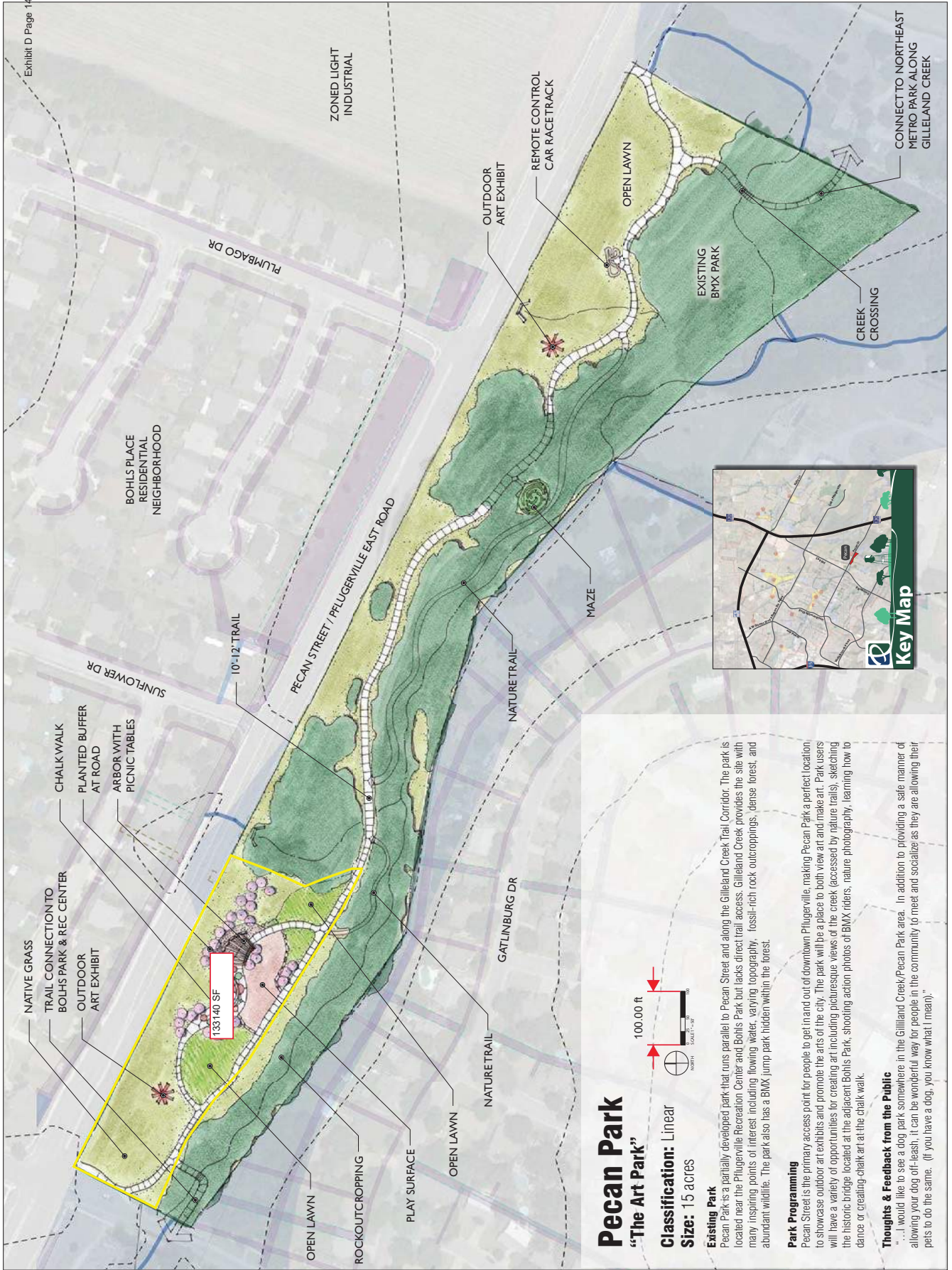
Undeveloped though it may be, Picadilly Park is a gorgeous piece of parkland. The park is home to a variety of habitats, tree species, and wildlife. The existing natural vegetation provides a dense visual barrier separating the park from the adjacent industrial and single family land uses. The park is uniquely located along the Gilleland Creek Corridor and across the street from Caldwell Elementary School. The site is easily accessible by road and will eventually connect into the Gilleland Creek Trail.

Park Programming

Picadilly Park is representative of natural Pflugerville. It was the first park we visited in Pflugerville and its natural landscape made it difficult for us to leave. The adjacent land uses, aesthetic beauty, and connection to Gilleland Creek create a perfect setting for outdoor classrooms, a trailhead and nature trails. The vision for the park is to highlight the variety of ecosystems within it.

Thoughts & Feedback from the Public

No comments.





June 22, 2021

PROPOSAL PREPARED BY:

Contour Collective
Elaine Andersen, RAS 1284
2103 East 18th Street, Suite B
Austin, TX 78702

CLIENT:

Asakura Robinson
Margaret Robinson, Founding Principal
1224 E 12th St, Ste 310
Austin, TX 78702

PROJECT:

Picadilly Park
Picadilly Dr. at Fitzgerald Ln.
Pflugerville, TX 78664

PROJECT SCOPE:

- New Community trailhead park
- Includes restrooms, parking & trails
- 9.8 Acres



CODES UNDER REVIEW:

Compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act via the 2012 Texas Accessibility Standards, with current technical memorandums, and administrative rulings.

EXCLUSIONS: The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC) and the Americans with Disabilities Act (ADA).

SERVICES PROVIDED; SCHEDULE & DELIVERABLES:



TDLR REGISTRATION

Contour Collective will register the project with TDLR within two working days of receiving the documents noted below. A proof of registration will be provided to the client.

- completed Project Registration Form submitted to Contour by client
- completed and signed Proof of Submission Form provided by the Lead Designer for the project
- *Optional* Owner Agent Form, if the owner designates someone to be their agent for the project.



PLAN REVIEW & REPORT

Contour will perform a plan review of the design drawings provided by the client as a pdf. A detailed report of findings will be provided to the owner and client within ten working days after receiving all required documents. No formal response to this report is required.



INSPECTION & REPORT

Within 30 days of project completion, the final inspection must be requested by the owner or designated agent. Contour will schedule the inspection within ten working days of receiving the written request and will issue a detailed report of findings within five working days of performing the inspection.



CLOSE-OUT

Contour will close the project with TDLR. If violations were present, a letter of corrective modifications will be provided to the owner and client after receiving required documentation post inspection.

PROPOSED CONSULTING FEES:

This proposal is valid for six months. Once executed, fees are valid for two years, after which may be negotiated.

- TAS Plan Review Report & associated filing with TDLR \$675.00
- TAS Inspection Report & associated filing with TDLR, including project close-out \$775.00

PROPOSED REIMBURSABLE FEES:

- Project Registration fee \$175.00
paid by Contour to TDLR @ project registration

TOTAL **\$1,450.00**

The total proposed consulting and reimbursable fees under this agreement is one thousand four hundred fifty dollars and zero cents (**\$1,450.00**). The inspection fee includes travel for the inspection. The fees listed above are limited to services outlined in this proposal. Additional services are available at an hourly rate of \$150.00/hour.

Client agrees that Contour Collective, LLC’s limit of liability for any claim against it for services performed under this contract shall be limited to the total of consulting fees paid to Contour Collective pursuant to this agreement.

To initiate services, please provide: a signed agreement, completed TDLR forms, a pdf drawing set, and a check for the Project Registration and Plan Review fees of \$850 made out to Contour Collective.

CONTOUR COLLECTIVE
c. 512.415.6000
2103 East 18th Street, Ste. B
Austin, TX 78702



CLIENT: Asakura Robinson
1224 E 12th St, Ste 310
Austin, TX 78702



Signature: Elaine Andersen
Print Name: Elaine Andersen, Co-Founder
Date: June 22, 2021

Signature: _____
Print Name: _____
Date: _____

June 22, 2021

PROPOSAL PREPARED BY:

Contour Collective
Elaine Andersen, RAS 1284
2103 East 18th Street, Suite B
Austin, TX 78702

CLIENT:

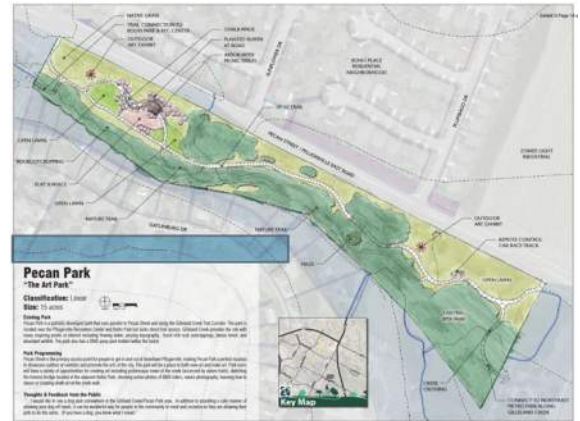
Asakura Robinson
Margaret Robinson, Founding Principal
1224 E 12th St, Ste 310
Austin, TX 78702

PROJECT:

Pecan Park
Pecan St. and Sunflower Dr.
Pflugerville, TX 78660

PROJECT SCOPE:

- New Linear park
- Includes picnic tables, trails and ground play components
- 15 acres



CODES UNDER REVIEW:

Compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act via the 2012 Texas Accessibility Standards, with current technical memorandums, and administrative rulings.

EXCLUSIONS: The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC) and the Americans with Disabilities Act (ADA).

SERVICES PROVIDED; SCHEDULE & DELIVERABLES:



TDLR REGISTRATION

Contour Collective will register the project with TDLR within two working days of receiving the documents noted below. A proof of registration will be provided to the client.

- completed Project Registration Form submitted to Contour by client
- completed and signed Proof of Submission Form provided by the Lead Designer for the project
- *Optional* Owner Agent Form, if the owner designates someone to be their agent for the project.



PLAN REVIEW & REPORT

Contour will perform a plan review of the design drawings provided by the client as a pdf. A detailed report of findings will be provided to the owner and client within ten working days after receiving all required documents. No formal response to this report is required.



INSPECTION & REPORT

Within 30 days of project completion, the final inspection must be requested by the owner or designated agent. Contour will schedule the inspection within ten working days of receiving the written request and will issue a detailed report of findings within five working days of performing the inspection.



CLOSE-OUT

Contour will close the project with TDLR. If violations were present, a letter of corrective modifications will be provided to the owner and client after receiving required documentation post inspection.

PROPOSED CONSULTING FEES:

This proposal is valid for six months. Once executed, fees are valid for two years, after which may be negotiated.

- TAS Plan Review Report & associated filing with TDLR \$675.00
- TAS Inspection Report & associated filing with TDLR, including project close-out \$775.00

PROPOSED REIMBURSABLE FEES:

- Project Registration fee \$175.00
paid by Contour to TDLR @ project registration

TOTAL \$1,450.00

The total proposed consulting and reimbursable fees under this agreement is one thousand four hundred fifty dollars and zero cents (**\$1,450.00**). The inspection fee includes travel for the inspection. The fees listed above are limited to services outlined in this proposal. Additional services are available at an hourly rate of \$150.00/hour.

Client agrees that Contour Collective, LLC’s limit of liability for any claim against it for services performed under this contract shall be limited to the total of consulting fees paid to Contour Collective pursuant to this agreement.

To initiate services, please provide: a signed agreement, completed TDLR forms, a pdf drawing set, and a check for the Project Registration and Plan Review fees of \$850 made out to Contour Collective.

CONTOUR COLLECTIVE
c. 512.415.6000
2103 East 18th Street, Ste. B
Austin, TX 78702



CLIENT: Asakura Robinson
1224 E 12th St, Ste 310
Austin, TX 78702



Signature: *Elaine Andersen*
Print Name: Elaine Andersen, Co-Founder
Date: June 22, 2021

Signature: _____
Print Name: _____
Date: _____



Via Email: claire@asakurarobinson.com

Revised July 13, 2021
June 21, 2021

Asakura Robinson
1224 E. 12th St, Ste 310
Austin, TX 78702
Attn: Margaret Robinson, Founding Principal

**Re: Pflugerville Parks
Topographic Survey
SAM Proposal No. 1021062605**

Dear Ms. Robinson:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal to Asakura Robinson for professional services in connection with the above referenced project shown on **Exhibit "A"**. Based upon our correspondence, we have prepared the attached Scope of Services.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you should have any questions or require any additional information, please feel free to contact me.

Sincerely,

SURVEYING AND MAPPING, LLC
Donald J. Zdancewicz, RPLS
Senior Project Manager
Direct (512) 895-5054
Donald.Zdancewicz@sam.biz

SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

sam.biz



**SCOPE OF SERVICES AND ESTIMATED FEE
PFLUGERVILLE PARKS
TOPOGRAPHIC SURVEY**

PROJECT OVERVIEW

Surveying And Mapping, LLC (SAM) proposes to provide a Topographic Survey to Asakura Robinson (Client) for two (2) parks, Pecan Park and Picadilly Park. Pecan Park is shown on TCAD map as PID's 370602 & 370368, as Lot 1 & Lot 2, Block A, Gilleland Plaza, as shown on map or plat recorded in Volume 94, Pages 104-105, Plat Records of Travis County, Texas; and being approximately 16.845 acres. Picadilly Park is shown on TCAD map as PID 463341, and described as 9.820 acres in the Elias McMillan Survey, in Document No. 2012214555, recorded in the Official Public Records of Travis County, Texas; and being approximately 9.820 acres. As shown on Exhibit A below.

SURVEY ASSUMPTIONS

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Client will provide Right of Entry and access to any private properties as required to perform the services described herein, and if necessary gain permission of adjoining properties.
- SAM assumes that no significant discrepancies will be found between the proposed survey and said Lot 1 & Lot 2, Block A, Gilleland Plaza, as shown on map or plat recorded in Volume 94, Pages 104-105, Plat Records of Travis County, Texas; and said 9.820 acres in the Elias McMillan Survey, in Document No. 2012214555, recorded in the Official Public Records of Travis County, Texas. Supplemental work to rectify or validate the prior survey is not within this scope.
- Only property corners for said Lot 1 & Lot 2, Block A, Gilleland Plaza, as shown on map or plat recorded in Volume 94, Pages 104-105, Plat Records of Travis County, Texas; and said 9.820 acres in the Elias McMillan Survey, in Document No. 2012214555, recorded in the Official Public Records of Travis County, Texas; will be verified.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas.
- All work will be performed during daytime hours.
- The Client will be the liaison for the SAM field crews to access the Project WorkArea.
- SAM will be notified, prior to mobilizing to the Project, of any special requirements for access and the performance of the work.
- SAM personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work.

SURVEY SCOPE OF SERVICES

TOPOGRAPHIC SURVEY – PECAN PARK:

SAM will perform the following Survey services:

- Establish horizontal and vertical control for this project to be used for all survey work. Horizontal control will be based upon Texas Coordinate System, Central Zone, NAD83 and vertical control will be based upon NAVD 1988 datum, Geiod 12A.



- Perform a field topographic survey of approximately 8.7 acres, being a portion of Lot 1 & Lot 2, Block A, Gilleland Plaza. The survey limits are shown on Exhibit A and will extend out to the face of curb/edge of pavement of Immanuel Road and Pflugerville East Road.
- Provide spot elevations on approximately a 50-grid will be obtained, with points at changes of grade and at high and low points. A DTM will be compiled and a one-foot contour interval map will be prepared.
- Locate all above ground visible features such as buildings, walks, trails, curblines, edge of pavement, curb cuts, walls, fences and signs within the survey limits.
- Limits of FEMA flood zones per the current FEMA flood maps will be shown and noted on the survey. If any stream or body of water exists within the survey limits, it will be shown with current elevation of the water.
- A Texas 811 One Call will be submitted with a request to mark the existing utilities within the survey limits. Observable evidence of all public and private utilities including but not limited to: gas, electric, phone, cable, water and wastewater utilities will be located during the survey. The elevation of the top and inverts of storm and wastewater manholes will be obtained and shown on the survey. Documentation of the Texas 811 One Call and any information obtained from the utility companies will be provided to the client.
- Locate trees that are 6" DBH and above within the survey limits and show on survey with size and common name noted.
- Locate property corners and show the property boundary and street right-of-way based upon the located corners.
- Any easements noted or shown on the current deed or plat of record for this property will be shown on the survey. No other easement or deed research will be conducted.
- Two (2) benchmarks will be set on or near the property and will be shown on the survey. Any primary horizontal and vertical control points set for the project will be shown on the survey.

TOPOGRAPHIC SURVEY – PICADILLY PARK:

SAM will perform the following Survey services:

- Establish horizontal and vertical control for this project to be used for all survey work. Horizontal control will be based upon Texas Coordinate System, Central Zone, NAD83 and vertical control will be based upon NAVD 1988 datum, Geoid 12A.
- Locate property corners and show the property boundary and street right-of-way based upon the located corners.
- Perform a field topographic survey of approximately 5.4 acres, being a portion of called 9.820 acres in the Elias McMillan Survey, described in Document No. 2012214555, recorded in the Official Public Records of Travis County, Texas. The survey limits are shown on Exhibit A and will extend out to the face of curb/edge of pavement of Picadilly Drive.
- Provide spot elevations on approximately a 50-grid will be obtained, with points at changes of grade and at high and low points. A DTM will be compiled and a one-foot contour interval map will be prepared.
- Locate all above ground visible features such as buildings, walks, trails, curblines, edge of pavement, curb cuts, walls, fences and signs within the survey limits.
- Limits of FEMA flood zones per the current FEMA flood maps will be shown and noted on the survey. If any stream or body of water exists within the survey limits, it will be shown with current elevation of the water.



- A Texas 811 One Call will be submitted with a request to mark the existing utilities within the survey limits. Observable evidence of all public and private utilities including but not limited to: gas, electric, phone, cable, water and wastewater utilities will be located during the survey. The elevation of the top and inverts of storm and wastewater manholes will be obtained and shown on the survey. Documentation of the Texas 811 One Call and any information obtained from the utility companies will be provided to the client.
- Locate trees that are 6" DBH and above within the survey limits and show on survey with size and common name noted.
- Any easements noted or shown on the current deed or plat of record for this property will be shown on the survey. No other easement or deed research will be conducted.
- Two (2) benchmarks will be set on or near the property and will be shown on the survey. Any primary horizontal and vertical control points set for the project will be shown on the survey.

DELIVERABLES

- CAD file of the Topographic Survey in AutoCAD 2020 format.
- Hard copy and/or PDF of the easement descriptions signed and sealed by a Texas RPLS

ESTIMATED SURVEY FEE

Topographic Survey – Pecan Park: \$24,467.80
 (Boundary = \$7,362.31)
 (Topography = \$12,658.49)
 (Tree Survey = \$4,447.00)

Topographic Survey – Picadilly Park: \$27,923.00
 (Boundary = \$7,304.50)
 (Topography = \$11,091.00)
 (Tree Survey = \$9,527.50)

TOTAL SURVEY FEE: \$52,390.80

These services will be provided on a **Lump Sum** basis. This fee is good for 90 days from the date of this proposal.

EXCLUSIONS

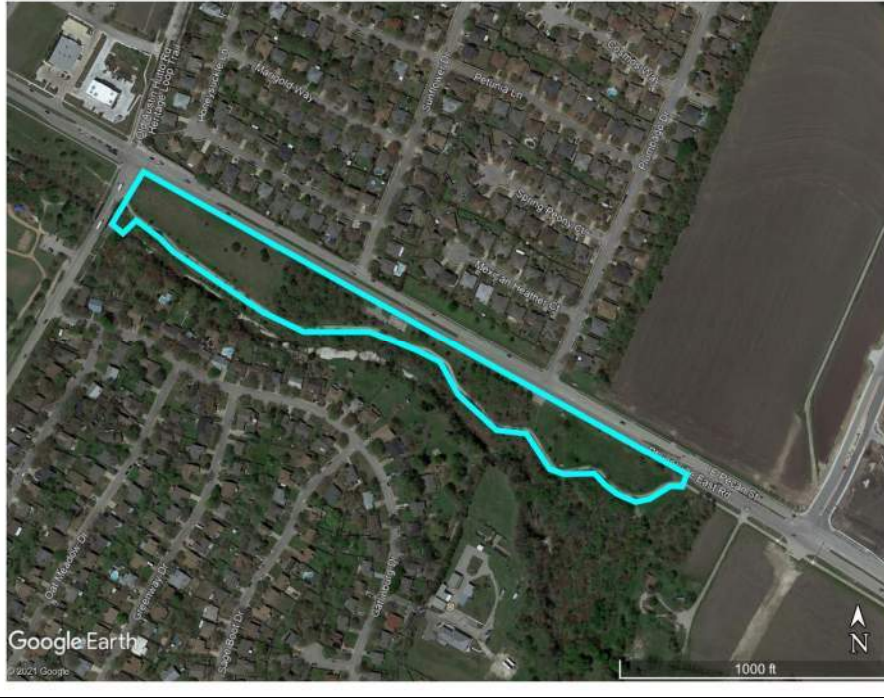
The following items are excluded from this proposal:

- Subsurface Utility Engineering (SUE) designating and locating services.
- New easement descriptions.

SURVEY PROJECT SCHEDULE

SAM will start field services within one (1) week from notice to proceed (NTP) and right of entry provided to the site. The Topographic Surveys will be provided within four (4) weeks of notice to proceed (NTP) and right of entry provided to the site. The Tree Surveys will be provided within seven (7) weeks of notice to proceed (NTP) and right of entry provided to the site.

EXHIBIT A
PECAN PARK



PICADILLY PARK





STANDARD TERMS AND CONDITIONS

TOPOGRAPHIC SURVEY

1. Access To Site - Unless otherwise stated, SAM, LLC will have access to the site for activities necessary for the performance of the services. SAM, LLC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. Documents Provided By Client - Client agrees to provide SAM, LLC with any and all documents necessary to identify the ownership, location and condition of the property to be surveyed including, but not limited to, deeds, maps, title information, and permits; and to obtain for Surveyor the authorization of the owner to enter upon the property for the purpose of conducting SAM, LLC's work thereon.
3. Certifications - SAM, LLC shall not be required to execute any document that would result in its certifying the existence of conditions that SAM, LLC cannot ascertain.
4. Professional Services - All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.
5. Ownership Of Documents - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, produced by SAM, LLC pursuant to this Agreement shall remain the property of SAM, LLC, except documents which are to be filed with public agencies. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
6. Copyright - The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the work product to the benefit of SAM, LLC, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
7. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, LLC's office in Austin, Travis County, Texas.
8. Client's obligation to pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay any attorney's fees or court costs incurred in collecting any past-due amount. In the event that Client fails to pay SAM, LLC within thirty (30) days after invoices are rendered, then Client agrees that SAM, LLC shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.
9. Termination Of Services - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, LLC shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.
10. Dispute Resolution - Claims or disputes in connection with the services provided under this agreement between Client and SAM, LLC shall be submitted to non-binding mediation. Client and SAM, LLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
11. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of Texas.
12. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, LLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM, LLC
13. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, LLC, excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
14. Authority - Client affirmatively represents and states that he/she/it is authorized to enter into this Agreement, either as the owner of the property for which the services described herein are to be performed, or as the owner's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.



15. Use of Work Product - SAM, LLC acknowledges that client is requesting services to be performed under the applicable work order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by SAM, LLC may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. SAM, LLC agrees to provide copies of the work product mutually agreed upon by both parties described in the work orders hereof.

Surveying And Mapping, LLC (SAM, LLC)

Signature _____ Date 7/13/21 _____

Printed Name Donald J. Zdancewicz, RPLS _____

Title Senior Project Manager _____

Signature _____ Date _____

Printed Name _____

Title _____

Company Name _____



[Delivery by Email: claire@asakurarobinson.com]

Proposal No. PAA21-123-00
June 21, 2021

Ms. Claire Eddleman-Heath
Principal
Asakura Robinson
1224 East 12th Street, Suite 310
Austin, Texas 78702

8100 Cameron Road, Suite B-150
Austin, TX 78754

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Geotechnical Engineering Study
City of Pflugerville – Pecan and Picadilly Parks
Pflugerville, Texas**

Dear Ms. Eddleman-Heath:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to evaluate soil conditions at the sites and to develop foundation design recommendations and construction guidelines for support of the proposed structures. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

Under consideration in this study are two new parks: Pecan Park located south of Pecan Street and Sunflower Drive in Pflugerville, Texas and Picadilly Park located south of Picadilly Drive and Fitzgerald Lane in Pflugerville, Texas. Site improvements for Pecan Park include an arbor with picnic tables and remote race control car race track. Site improvements for Picadilly Park include a parking lot, a hard-surfaced hike and bike trail, a restroom building, two stream crossings, and an elevated platform.

Field Study

Based on the site plans provided by Asakura Robinson, RKCI proposes the following drilling scheme in order to evaluate subsurface conditions at the subject sites. If shallow limestone is encountered, borings will be advanced to not less than 10 ft below existing ground surface.



Proposal No. PAA21-123-00

June 21, 2021

Site	Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Pecan Park	Arbor	1	15	15
	Race Track	1	5	5
Picadilly Park	Parking Lot	1	5	5
	Restroom	1	15	15
	Creek Crossings	2	15	30
	Elevated Platform	1	15	15
	Hike and Bike Trail	1	5	5
Total Drilling Footage				75

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of service does not include surveying in the boring location.

The borings will be advanced to their targeted completion depths below the existing ground surface utilizing a truck mounted drilling rig. Samples will be taken using conventional Shelby-tube and split-spoon sampling techniques. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

The borings will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities. For conditions where borings are advanced through concrete and/or asphalt surfaces, the boreholes will be backfilled with auger cuttings and bentonite and then patched with similar coverings.

Water level readings will be recorded for the open boreholes during drilling and upon drilling completion. If free water is encountered during drilling, the RKCI geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time interval. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings.

Proposal No. PAA21-123-00

June 21, 2021

The laboratory testing will be performed in general accordance with applicable ASTM standards. For pavement design, a California Bearing Ratio (CBR) test value will be assumed based on the laboratory test results performed to estimate the strength of the subgrade soils.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report for each site. The Geotechnical Engineering Reports will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design recommendations, including:
 - seismic site class parameters;
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;
 - settlement estimations, where applicable;
 - type of shallow foundation available to support the structure(s);
 - available bearing pressure(s) for shallow foundations;
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill material specifications;
 - shallow foundation excavations;
 - excavation considerations; and
 - fill placement compaction.
- Flexible and rigid pavement component thickness recommendations for light duty parking and driveways.

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. Site grading plans can result in changes in the subgrade conditions and alter foundation design recommendations. Final site grading plans will be helpful information in the preparation of our foundation engineering recommendations.

The final reports will be produced in a digital PDF and delivered via email.

Proposal No. PAA21-123-00

June 21, 2021

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 5 to 7 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rig and the Client has supplied us with available information regarding existing utilities and below grade structures on site, if any. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 7 working days to complete. Engineering analyses and preparation of each engineering report is expected to take two weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available, once drilling has been completed.

Project Cost

The total lump sum cost for the study at each site is presented in the table below. We assume access to the sites will require separate drilling rig mobilizations. We additionally assume a separate geotechnical engineering report will be required for each site. Lastly, access to the boring locations at Picadilly Park will require clearing; therefore, we included an option for clearing at the site.

Site	Service	Total
Pecan Park	Geotechnical Engineering Services	\$4,300
Picadilly Park	Geotechnical Engineering Services	\$6,300
	1-Day of Clearing (OPTIONAL)	\$3,500
TOTAL		\$14,100

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

If available, we request that the Client provide RKCI with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary site grading plans prior to the start of our field exploration services. Also, we assume that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RKCI will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RKCI will take all precautions to prevent damage to property; however, RKCI cannot be responsible for tire rutting, or damage of landscaping.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

Proposal No. PAA21-123-00
June 21, 2021

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted
By:



Reed S. Kistler, P.E.
Project Manager

Signature



Yvonne Garcia Thomas, P.E.
Vice President

Typed or Printed Name

RSK/YGT: JG
Attachments I & II
Copies Submitted: Above (1)

Title

Date



STANDARD TERMS AND CONDITIONS

1. Definitions.

1.1 RK. Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 CLIENT. Person, entity or organization for which RK is rendering services regarding the Project.

1.3 PROJECT. The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 CONTRACTOR. Person, entity or organization providing construction services, including labor and material for the Project.

1.5 SERVICES. The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 AGREEMENT. RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the

size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans,

specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement

are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and

expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF**

SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of

the project.

23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



ATTACHMENT "C" PROJECT DESIGN SCHEDULE

5	Attachment "C" Project Design Schedule	112
	5.C1 Project Design Schedule – Pecan Park and Picadilly Park	113



Project Schedule

Picadilly Park and Pecan Park



Legend

- ◆ Meeting
- Deliverable
- Dependency

July	August					September					October			November
26-30	2-6	9-13	16-20	23-27	30-3	6-10	13-17	20-24	27-1	4-8	11-15	18-22	25-29	1-5

July 27 City Council Meeting

Receive City Council Approval

- Receive Notice to Proceed
- Project Team Site Visit
- Begin Site Survey + Geotech Scope - Add Service or Work by Owner

Schematic Design
8 weeks

- ◆ Meeting 1: Project Kick-off with Client, Relevant Stakeholders and Consultant Team
 - Confirm Project Goals and Budget
 - Project Schedule
 - Project Communication Outline
 - Project Roles and Responsibilities
- ◆ Meeting 2 - Site Analysis and Site Concepts
 - Presentation of Site Analysis and Site Concepts
 - Presentation of Preliminary Plan Concepts

- ◆ Meeting 3 - Page Turn of Schematic Design
1-Week Review by City of Pflugerville

Design Development
8 weeks

- ◆ Meeting 1: Design Development Kick-off with Client Relevant Stakeholders and Consultant Team
 - Review Project Schedule
 - Review Design Comments
 - Review OPCC vs Budget
 - Review Major Points of Coordination

Continued on Page 2>>

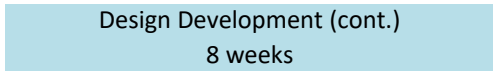
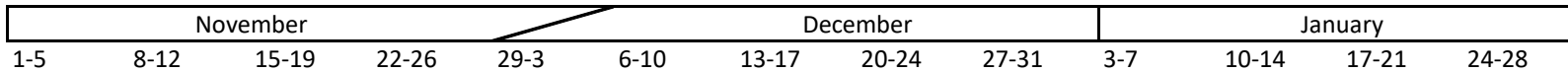
Project Schedule

Picadilly Park and Pecan Park

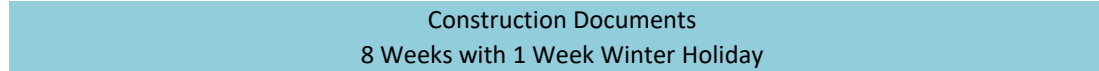
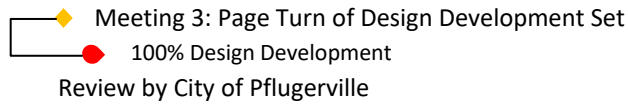


Legend

◆ Meeting
 ● Deliverable
 □ Dependency



◆ Meeting 2: 50% Design Draft Review



- ◆ Meeting 1: Construction Documents Kick-off with Client Relevant Stakeholders and Consultant Team
- Review Project Schedule
- Review Design Comments from Design Development
- Review OPCC vs Budget
- Review Major Points of Coordination

◆ Meeting 2: 50% Construction Documents

◆ Meeting 3: Page Turn of 100% Unstamped Construction Documents
 ● 100% Construction Documents