

March 12, 2026

Mr. Isaac Espinoza
Park Project Manger
City of Pflugerville, Parks and Recreation Department
400 Immanuel Rd.
Pflugerville, TX 78660

**Re: Proposal for Professional Services R1
RFQ 2025-027, Lake Pflugerville Phase 2
Walter P Moore Project Number: M02 26002 00**

Dear Isaac:

Walter P Moore is pleased to submit this proposal to provide professional services for the referenced project. It is our understanding that the Project includes feasibility evaluation and the development of PS&E, bid, and construction phase services for the Lake Pflugerville Phase 2 improvements. Proposed improvements may include:

- A new trailhead on the west side with parking facilities, pedestrian access, and
- public restrooms
- Beach expansion
- Walkways
- Shade structures
- A wetland boardwalk with covered overlooks
- Assessment, redesign, and replacement of existing boardwalk structures and pier elements.

This proposal is based on our scoping meeting held on January 15th and our review of the 014 Lake Pflugerville Master Plan (2014 MP) and the 2019 Lake Pflugerville Design Report (2019 PDR).

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.



Susan Turrieta, P.E.

Sr. Principal

Attachments:

Professional Service Agreement

Exhibit 1, Walter P Moore Scope of Services

Exhibit 2, TBG Partners Landscape Architect Scope of Services

Exhibit 3, Siglo Group Ecological and Environmental Scope of Services

Exhibit 4, Telios, MEP & LV Scope of Services

Exhibit 5, Studio 8 Architects Scope of Services R1

Exhibit 6, Zamora Surveying Scope of Services

Exhibit 7, Balcones Geotechnical Scope of Services

Exhibit 8, Project Fee

Exhibit 9, Project Schedule

**PROFESSIONAL SERVICES AGREEMENT
FOR
Lake Pflugerville Phase II Park Improvements
PA2402**

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 Walter P. Moore and Associates, Inc. (“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 AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in Exhibit A and B which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

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 One million eight hundred thirty-one thousand eight hundred twenty-one dollars (\$1,831,821.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 8.

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. **Notwithstanding the foregoing, Consultant shall be entitled to keep copies of any such writings, documents and information, and retains all intellectual property rights in any pre-existing materials incorporated into the same.**

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: Isaac Espinoza
Parks Project Manager
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Susan Turrieta, PE
Principal in Charge
401 S. 1st Street, Suite 600
Austin, TX 78704

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations	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; epidemics, pandemics or disease; 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:

-TBG Partners

-Siglo Group

-Teilos

-Studio 8 Architecture

-Balcones Geotechnical

-Zamora Surveying

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 venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it 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:

Exhibits 1-8 - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

25.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and

acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company 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 Organizations.

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

**CITY OF
PFLUGERVILLE**

CONSULTANT
Walter P Moore and Associates, Inc. _

(Signature)

Susan Turrieta

(Signature)

Printed Name: _____

Printed Name: Susan Turrieta, PE

Title: City Manager/Authorized
Representative

Title: Sr. Principal

Date: _____

Date: _____

APPROVED AS TO FORM:



Charles E. Zech
Special Counsel
DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.

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Exhibit 1 - Walter P Moore

This section contains Walter P Moore's scope of services and exclusions for the following tasks:

- 1-A, Basic Services
- 1-B, C01 WPM Civil Basic Services
- 1-C, SD8 Diagnostics Condition Assessment of Bulkhead & Pier
- 1-D, SD01 Structural Design New Construction
- 1-E, SP01 Parking Basic Services
- 1-F, SC9 H&H No Impact Analysis
- 1-G, SC10 Letter of Map Revision

EXHIBIT 1-A, BASIC SCOPE OF SERVICES

The City of Pflugerville (“CITY”) is proposing to develop Lake Pflugerville – Phase 2 per the preliminary concept and scope provided and approved within the 2020 City of Pflugerville bond Prop B.

The work to be performed under this Professional Services Agreement by Walter P. Moore (“CONSULTANT”) will consist primarily of: preparation of a Feasibility Evaluation and Preliminary Engineering Report, concept development through a Schematic Design and Design Development Phase (SC/DD), preparation of Construction Documents and Specification (PS&E), permit processing, bidding support, and Construction Phase services. The CITY will be represented by Quiddity Engineering acting as the General Consultant (“GC”).

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

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT, GC and the CITY in an effort to expedite completion of each phase.

Project Administration Services will include the following:

- 1.1 Prior to the Project Kick-Off Meeting, the CONSULTANT will designate, 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 and following the CITY’s template. 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 schedule meetings to present Alternatives Concept to the CITY and the GC to discuss findings and recommendations included in the Feasibility Evaluation and Preliminary Engineering 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 at least one (1) Public Engagement Meeting with the CITY and the GC. The CONSULTANT will assist the CITY and the GC in preparing a Community Survey prior to the meeting. At this meeting, 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 a minimum of one (1) Pre-Application Conference (PAC) meeting with CITY staff, during which the CONSULTANT will be prepared to discuss design concept(s) and any concerns related to design criteria.
- 1.13 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 FEASIBILITY EVALUATION AND PRELIMINARY ENGINEERING REPORT

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.

Feasibility Evaluation and Preliminary Engineering Report

- 2.2 The consultant will prepare an Alternatives Concept Study Report which outlines different design options for each project. Each design option will include an Opinion of Probable Cost. The Report will explain which factors contributed to design option decisions and the advantages and disadvantages of each option. The evaluation shall include, at minimum:
 - Reviewing the adopted 2014 MP, 2019 PDR, record drawings, GIS data and any other relevant technical documents available.
 - Conducting site reconnaissance to document existing conditions affecting proposed improvements.
 - Assessing site conditions, constraints, and opportunities, including topography, floodplain, utilities, easements, soils, and adjacent land uses.
 - Coordinating with City staff, stakeholders, utility providers and other regulatory agencies.
 - Evaluating traffic, drainage, stormwater management, utility and ADA/accessibility

- conditions.
- Provide engineering analysis and recommendations related to trails, drainage, shoreline conditions, and supporting infrastructure.
 - Performing regulatory review and assessment to identify applicable permitting requirements.
 - Developing preliminary layouts, concepts, or engineering exhibits to support City planning and decision-making including preliminary layouts and high-level cost estimates for each alternative.
 - Providing preliminary phasing recommendations for proposed improvements.
 - Evaluating potential funding opportunities to support implementation.
 - Preparing a PER summarizing findings and recommendations to guide schematic design and design development (SD/DD).
 - Developing an implementation schedule, including coordination with utility providers (e.g., Oncor), applicable regulatory agencies, and funding timelines.

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.

5.0 SURVEYING SERVICES

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

Surveying Services will include the following:

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

6.0 GEOTECHNICAL ENGINEERING SERVICES

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

Geotechnical Engineering Services will include the following:

- 6.1 The CONSULTANT will perform soil/rock borings using standard sampling and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's Engineering Design Manual.
- 6.2 Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations. Borings will be backfilled with excess soil cuttings and/or bentonite as required to meet regulatory requirements. Areas that contain

solution features in the boring will be identified;

- 6.3 Prior to selecting locations for cores and borings, the CONSULTANT must conduct a brief visual condition survey. This information will be used to help determine test locations. The CONSULTANT will coordinate utility clearances in locating the borings;
- 6.4 The CONSULTANT will coordinate with CITY prior to performing any drilling activities;
- 6.5 Traffic control measures will be implemented during drilling activities that are anticipated to include partial or full lane closures with appropriate signage;
- 6.6 The CONSULTANT will characterize the subsurface soils in accordance with their physical and engineering characteristics. Soil testing will be performed according to the Pavement Design Standards in the CITY's Engineering Design Manual.
- 6.7 If high plasticity or unstable subgrade soils are encountered in the borings, the CONSULTANT may perform testing to determine the recommended amount of lime or cement required to treat or stabilize the subgrade soils for new pavement. Pavement design alternatives will consider whether or not to include subgrade stabilization and benefits for each;
- 6.8 The CONSULTANT will describe and assess the site and general soil conditions encountered;
- 6.9 The CONSULTANT will provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project;
- 6.10 The CONSULTANT will submit the results of the scope of work in a formalized Geotechnical Report prepared by a Professional Engineer licensed by the State of Texas.

7.0 DRAINAGE DESIGN SERVICES

The tasks performed for the drainage design will include the design of civil site drainage necessary for the trail head, the boardwalk and the beach extension to ensure positive drainage and adequately sized inlets, culverts or other infrastructure.

8.0 STORM WATER MANAGEMENT PLAN

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

- 8.1 The CONSULTANT will specify that the Contractor will develop a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;
- 8.2 The CONSULTANT will prepare SW3P Layouts (erosion control sedimentation sheets to include the necessary controls to minimize the runoff of sediment during construction. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction.
- 8.3 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 8.4 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;
- 8.5 The CONSULTANT will specify that the Contractor shall 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:

- 9.1 The CONSULTANT will develop a Tree Inventory Summary Table listing the tree ID, type, size and condition following the guidance of the City's arborist. Invasive species shall also be identified.
- 9.2 The CONSULTANT will develop Tree Protection Details.

10. SUBMITTAL REQUIREMENTS

Project Design Services Submittals will include the following:

- 10.0 Submittal and Review Meetings:
 - a. At a minimum, Schematic Design (SD), and 30, 60, 90 and 100 percent construction document (CDs) 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.
- 10.1 30 Percent CD Submittal:
 - a. Provide a PDF containing electronic copies of the items listed below.
 - b. The submittal must include the following:
 - i. 30 percent plans.
 - ii. Draft Geotechnical 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;
- 10.2 60 Percent CD Submittal:
 - a. Provide a PDF containing electronic copies of the items listed below.
 - 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
- 10.3 90 Percent Submittal:
 - a. Provide a PDF containing electronic copies of the items listed below.
 - 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

10.4 100 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. PDFs of the 100 percent submittal documents.

10.5 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) 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 hard copies and electronic copies of the Final Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor and the City in .

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 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;
- 12.3 The CONSULTANT will attend bi-weekly status meetings (up to 27meetings) at the Project location with the CITY and the Contractor;
- 12.4 The CONSULTANT will make periodic visits (up to 18 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;
- 12.5 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;
- 12.6 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;
- 12.7 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;

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



WPM PROJECT SPECIFIC SCOPE OF SERVICES

Exhibit 1-B, SCOPE OF CIVIL ENGINEERING SERVICES LAKE PFLUGERVILLE PARK IMPROVEMENTS

CIVIL SERVICES

I. Project Administration and Coordination Services

This task is for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT, GC and the CITY to expedite completion of each phase.

- A. Project Kickoff Meeting
- B. Monthly Invoicing and Reporting
- C. Schedule Management
- D. Alternative Concept Meetings with City (2 meetings)
- E. Public Engagement (1 meeting) Public Survey development
- F. Pre Application Conference (1 meeting)
- G. Comment Resolution Meetings (3 meetings, 30, 60, 90%)

II. Feasibility Evaluation and Preliminary Engineering Report (12 weeks)

- A. Data collection and review
 - 1. 2014 MP
 - 2. 2019 PDR
 - 3. Record Drawings
 - 4. GIS
- B. Site visits, condition assessments, identify development issues
- C. Feasibility assessment (topo, floodplain, utilities, easements, soils and adjacent land use)
 - 1. Site conditions
 - 2. Site constraints
 - 3. Site opportunities
- D. Design (conceptual/alternatives)
 - 1. Civil (WPM)
 - a) Develop program with optional alternatives
 - b) Drainage
 - c) Stormwater management
 - d) Utility
 - e) ADA accessibility conditions

- f) Traffic
 - g) Parking lot access
- 2. Diagnostics review of bulkhead and Pier
- 3. Landscape Architect (TBG)
- 4. Ecological Support (Siglo Group)
- 5. MEP and Low Voltage (Telios)
- E. Stakeholder coordination
 - 1. Staff & Council
 - 2. Utility Providers
 - 3. Regulatory agencies
- F. Regulatory review and permitting
- G. ROM EOPCC
- H. Recommendations
- I. Exhibits

Deliverables

- Report identifying alternatives and recommendations for the beach, trailhead and wetland areas.
 - Narrative
 - Exhibits
 - ROM EOPCC

III. Project Design Criteria

- A. Reference Basic Services for Lake Pflugerville

IV. Environmental Services

- A. Reference Siglo Task 2 - Phase I ESA scope
- B. Reference Siglo Task 3 - Wetland Delineation Study scope
- C. Reference Siglo Task 4 - Section 404 Permitting Memorandum scope

V. Surveying Services

- A. Reference Zamora Surveying Beach scope
- B. Reference Zamora Surveying Boardwalk trailhead scope

VI. Geotechnical Engineering Services

- A. Reference Balcones Geotechnical scope

VII. Drainage Design Services

- A. Drainage Study is not in contract. Drainage calculations for the proposed improvements included under Task 10.

VIII. Stormwater Management Plan

- A. BMPs included in task 10, Contractor to secure SW3P

IX. Tree Preservation Services

- A. Reference Siglo Task 1 - Tree Inventory with Arborist Oversight scope

X. Design PS&E Development 60%, 90% (18 weeks)

- A. Site plan development 60% Plans and Estimates - prepare existing and proposed site plans for the beach, wetlands, and trailhead.
 - 1. Plans
 - a) Existing site plan (limits of construction)
 - b) Demolition plan
 - c) Proposed site plan
 - d) Site grading preliminary
 - e) Site drainage, water quality and low impact development
 - f) Structural - foundation pad for two pre-engineered restrooms, light pole foundations, support for automated parking gate arms, bulkhead for beach erosion protection, boardwalk structure and foundations
 - g) Special details
 - 2. Specifications
 - a) Table of contents for specifications
 - b) Special specifications
 - 3. Construction schedule including
 - a) permitting
 - b) equipment procurement
 - c) Power/utility establishment
 - d) Construction
 - 4. Engineers Opinion of Probable Construction Cost (30% contingency)
 - 5. QAQC
- B. Site plan development 90% Plans, Specifications and Estimates - prepare construction plans for the beach, wetlands, and trailhead.
 - 1. Plans
 - a) Title sheet
 - b) Standard and special construction notes

- c) Existing site plan (limits of construction)
- d) Erosion Control and sedimentation plans and details
- e) Demolition plan
- f) Proposed site plan
- g) Elevations/Sections
- h) Site grading
- i) Site drainage, water quality and low impact development (calculations)
- j) Structural
- k) Standard and Special details
- l) Traffic control plan and details
- m) Parking (site access)
- 2. Specifications
 - a) Standard technical specifications
 - b) Special specifications
- 3. Construction schedule including
 - a) permitting
 - b) equipment procurement
 - c) Power/utility establishment
 - d) Construction
- 4. Engineers Opinion of Probable Construction Cost (20% contingency)
- 5. QAQC
- C. Permitting
 - 1. Authorities Having Jurisdiction
 - 2. TDLR
- D. Construction Documents 100% (4 weeks)
 - 1. Plans – complete set
 - 2. Specifications – complete set
 - a) Contract documents
 - b) Technical Specifications
 - 3. Construction schedule
 - 4. Engineers Opinion of Probable Construction Cost (0% contingency)
 - 5. QAQC

XI. Bid Phase Services (6 weeks)

- A. Prepare bid proposal.
- B. Pre-Bid conference
- C. Answer bidders' questions
- D. Issue Addendums
- E. Open bids
- F. Review bids accuracy, and recommend award

XII. Construction Administration (18 months)

- A. Attend Pre-construction meeting
- B. Attend bi-weekly meetings (27 meetings)
- C. Site visits (18 visits)
- D. Request for Information - answer questions of the Contractor regarding the engineering design.
- E. Shop Drawing Review - review shop drawings and submittals for general conformance with the plans and specifications. Maintain a log. Coordinate with contractor to ensure submittals are reviewed and approved in a timely manner.
- F. Change Orders - Assist in the review and or preparation of Change Order Requests.
- G. Field Reports – issue field reports from site visits
- H. Payment Applications – review and approve contractor payment applications.
- I. Site visits – make regular site visits to discuss site situations and review the civil site work for general conformance with the plans and specifications. (18 visits)
- J. Substantial Completion - make site visit and generate punch list of observed deficient items at the point of substantial completion.
- K. Final Completion – make site visit, confirm project is complete.

SCOPE EXCLUSIONS

- Right of way investigations
- Easement investigations
- Detention ponds
- Pump stations
- Utility extensions to the site (over 1,000 lf)
- Retaining walls over 4 feet
- Platting
- Construction inspection



EXHIBIT -C
Schedule SD8

SCOPE OF BASIC SERVICES

Diagnostics Condition Assessment of Bulkhead and Pier

I. General

- A. In general Walter P Moore's Scope of Basic Services will consist of a brief, cursory structural evaluation of the existing bulkhead and dock structures located at Lake Pflugerville Park along the northeast shore Lake Pflugerville, in an effort to make a reasonable assessment of the general nature of apparent structural distress and to determine if remedial action is required to restore structural integrity and serviceability for the long-term ahead of a planned expansion. Techniques will include review of available existing drawings, if readily available, and visual observation of the affected areas of the bulkhead and dock structures as required to augment the information obtained from the review of the drawings.

Note: Additional testing may be recommended by Walter P Moore in the course of the investigation and will be coordinated under a separate fee proposal.

- B. These Basic Services will be performed under the supervision of a professional engineer licensed to practice in the State of Texas.

II. Phase I: Initial Evaluation \$9,020

- A. Walter P Moore will conduct a brief, cursory review of the available construction documentation to develop an overall familiarity with the construction of the existing bulkhead and dock, if available.
- B. Walter P Moore will perform a cursory onsite visual observation of the existing bulkhead and dock structures. This observation will be directed to evaluate typical distress conditions for these structures. Unless agreed otherwise, the observation will be limited to those portions of these structures which are exposed above the waterline and readily observable without the removal of existing finishes. The observation will be done at a time mutually acceptable to Walter P Moore and the Client who will provide ready access to the site.
- C. Walter P Moore will prepare a brief letter report to document the findings of the Phase I evaluation. This report will include the following:
1. A description of the scope of evaluation performed under this Phase I assessment.
 2. A description of the findings, including a statement of the probable cause or causes of the structural distress if such causes can be reasonably determined from the available information.
 3. Recommendations for more in-depth evaluation, if appropriate.
 4. A schematic presentation of the measures needed, if any, to correct the problems under study, as can be determined with the available information.

III. Phase II: Additional Structural Services (Not included in this proposal)

Based on the findings of the Phase I investigation, further structural engineering services may be advised. These services may be provided under separate proposal or as additional services to this Agreement. These additional services are not included in these Basic Services. Phase II services may include such items of work as:

- A. Coordination of any testing and/or surveying services that Walter P Moore has recommended in Phase I and the Client has agreed to provide.
- B. Assisting a contractor to develop a rough estimate of the costs required to implement the repairs or other course of action recommended.
- C. Preparation of structural design and/or construction documentation to remedy any structural deficiencies found in Phase I that require correction to maintain structural integrity.
- D. Construction-related services related to the remedy of any noted structural deficiencies.



EXHIBIT 1-D

Schedule SD01

SCOPE OF BASIC SERVICES

Structural Design New Construction

It is our understanding that the structural project scope consist of following items:

1. Foundation pad for two pre-engineered restrooms
2. Light pole foundations
3. Support for automated parking gate arms
4. Bulkhead for beach erosion protection
5. Boardwalk structure and foundations

I. General

- A. The Basic Services to be performed by Walter P Moore will include consultation, structural analysis and design, structural documentation, specification writing for structural items, and construction administration services for the Primary Structural Elements of the Project. Primary Structural Elements are defined as the main components of the structural frame, including foundations, columns, girders, beams, trusses, bearing walls, shear walls, arches, slabs, lintels, and concrete stairs.
- B. Walter P Moore's Basic Services does not include design of Secondary Structural Elements, defined as the following and similar items: auxiliary members whose sole purpose is to carry nonstructural members; partition, ceiling, door, and lighting support systems; supports for special items such as stages, sculptures, screens; sitework elements exterior to and non-continuous with the buildings such as retaining walls, culverts, flagpoles, fountains, signs, etc.; foundation drainage systems; supports for mechanical and electrical equipment; and any specialized services such as vibration monitoring and reviews.
- C. Walter P Moore will review the drawings of the existing facilities as required to become generally familiar with the structural systems of the building. The availability of appropriate documentation is an important assumption in this proposal.
- D. Walter P Moore will visit the project site to become familiar with the present condition of the building. Walter P Moore's Basic Services do not include performing a detailed assessment of the structural conditions of the facilities nor a survey of field measurements.
- E. Unless agreed otherwise, Walter P Moore will provide Basic Services in the following phases:
 1. 30% Construction Documents Phase
 2. 60% Construction Documents Phase
 3. 90% Construction Documents Phase

4. Construction Documents Phase
5. Construction Administration Phase

- F. For each phase of the Work, Walter P Moore will work with the Client to ascertain the requirements for that phase of the Work, attend necessary conferences, be available for general consultation, prepare necessary documentation, and make appropriate recommendations.
- G. For each phase of the Work, Walter P Moore will participate in an effort to be directed by the Client to coordinate This Part of the Work with the other portions of the Project. Walter P Moore's services will be performed in a manner, sequence, and timing to allow coordination with those of the Client and other consultants for the Project.
- H. Walter P Moore's scope of Basic Services assumes that the Client will direct and coordinate the activities of Walter P Moore 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 Client 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.
- I. Walter P Moore's scope of Basic Services is limited to those items specifically described herein. If requested and authorized by the Client, other services may be provided for an additional fee.
- J. Following written authorization from the Client to proceed with each subsequent phase of the Work, Walter P Moore shall provide the services for each phase as described below.

II. Schematic Design Phase

- A. Walter P Moore will conceptually develop and evaluate alternative structural systems as appropriate.
- B. Walter P Moore will, if requested, prepare sketches and outline structural specifications and notes which describe the systems in adequate detail for comparative pricing, evaluation, and system selection.
- C. Walter P Moore will, as appropriate, assist the Owner in the development of an appropriate scope of work to retain required specialty consultants such as a Geotechnical Consultant and Testing Laboratory.

III. Design Development Phase

- A. Walter P Moore will prepare from the approved Schematic Design Studies Design Development documentation (plans, details, general notes, and specifications) as required to more accurately describe the selected structural system.

IV. Construction Documents Phase

- A. Walter P Moore will perform detailed structural analysis and design calculations for all Primary Structural Elements of the Project.
- B. Walter P Moore will prepare for bidding (or negotiation, if appropriate) and construction purposes, structural documentation, including plans, details, notes, and specifications, for all Primary Structural Elements of the Project. Specifications will be prepared in CSI-compatible format.

V. Bidding Phase

- A. Walter P Moore will, if requested by the Client and to the degree applicable to This Part of the Project, assist the Client and the Owner in obtaining and evaluating bids or negotiating proposals, and in awarding a construction contract.
- B. Walter P Moore will review and take appropriate action on requests for additional information, clarification, and interpretations of the structural documentation during the bidding phase.

VI. Construction Phase

- A. Walter P Moore's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with award of the Contract for construction and terminates at the earlier of the issuance to the Owner of the final Certificate of Payment or 60 days after the date of Substantial Completion of This Part of the Project, unless extended as Additional Services.
- B. Walter P Moore will visit the Project site at intervals appropriate to the stage of construction of This Part of the Project in order to become generally familiar with the progress and quality of the work and to determine if the work is being performed in a manner indicating that construction of This Part of the Project, when completed, will be in accordance with the Contract Documents
- C. Walter P Moore will review and take appropriate action on those construction submittals which are required by the structural portions of the specifications to be submitted, such as shop drawings, project data, and samples.
- D. Walter P Moore will review and take appropriate action on reasonable requests from the Contractor for additional information, clarification, or interpretation related to This Part of the Project.
- E. Walter P Moore will, if requested, assist the Client in the preparation of Change Orders which relate to This Part of the Project.



EXHIBIT 1-E

SCHEDULE SP01

SCOPE OF BASIC PARKING SERVICES

Parking Planning and Consulting Services

I PARCS Design Drawings and Specifications

A. PARCS Design Documents

1. Attend kick-off meeting to discuss information required to perform the project, gain an understanding of the current system, discuss project program, deliverables, and schedule.
2. Facilitate a programming/work session with the Client to identify the overall needs, wants, and expectations for the proposed PARCS.
3. Provide up to two (2) options for the PARC System:
 - a. Propose an appropriate technology to maximize the efficiency and user comfort of the facility
 - b. Lane throughput analysis
 - c. Recommend appropriate number of lanes and queuing
 - d. Provide an opinion of probable cost for each option
4. Prepare Bidding Documents for PARCS Design:
 - a. Enlarged plans of lanes and equipment
 - b. Details
 - c. Interoperability between systems
 - d. Consulting on accessible issues
 - e. Connectivity to existing systems
 - f. Software Options and Packages
 - g. Consulting on operational requirements
 - h. Lane equipment requirements
 - i. Software requirements
 - j. Central Server hardware specifications
 - k. Specifying maintenance, training, and warranty requirements
 - l. In-ground vehicle detector loop locations
 - m. Bollard (guard posts) locations to protect lane equipment
 - n. Intercom stations
 - o. Other items based upon the selected technology in the schematic design phase
5. Provide Bidding Documents for PARCS Specifications.

B. PARCS Construction Administration

1. Respond to all Request for Information (RFI) submittals and review all required Shop Drawing submittals related to the parking equipment and installation at the parking facility.
2. Attend one (1) meeting to discuss the initial installation of a typical PARCS location.
3. Review and observe the vendor lane/system testing and prepare punch lists at each facility as outlined in the Bid Specification.
4. Assist the Client in determining substantial completion for the facility.



EXHIBIT F

Schedule SC9

SCOPE OF CIVIL ENGINEERING SERVICES

No Impact Analysis for Pflugerville Park Phase 2

I. Project Management and Coordination

- A. Walter P Moore will provide project management coordination and progress reports.
- B. Walter P Moore will attend up to four (4), half hour virtual meetings with the City of Pflugerville and coordinate with the City through general email correspondence.
- C. Walter P Moore will coordinate internally with design team to develop proposed conditions.

II. Data Collection and Preliminary Coordination

- A. Walter P Moore will request and review record drawings, proposed plans, dam breach analysis, geospatial data, and survey information.
- B. Walter P Moore will request the latest LOMR models from Pflugerville Floodplain Administrator or FEMA engineering library.
- C. Walter P Moore will complete up to one (1) site visit and include a summary of findings.
- D. Walter P Moore will review any additional data provided by the City to incorporate in the limits of the study.

III. Hydrologic and Hydraulic Analysis (Existing Conditions)

- A. Walter P Moore will review the existing hydrologic models for Lake Pflugerville and review existing hydrologic data.
- B. Walter P Moore will update existing hydrologic calculations as needed based on data collected including survey for the project.
- C. Walter P Moore will update the existing HEC-RAS hydraulic model with results from the hydrologic model and with topographic survey information.
- D. Walter P Moore will add necessary cross sections in preparation to model the proposed improvements.
- E. Walter P Moore will complete a QAQC of the existing conditions models.
- F. Walter P Moore will document the calculations and results of the existing conditions analysis.

IV. Hydrologic and Hydraulic Analysis (Proposed Conditions)

- A. Walter P Moore will update the hydrologic calculations to determine proposed conditions parameters for the proposed Phase 2 Park Improvements.
- B. Walter P Moore will update the HEC-HMS model with the adjusted lake stage/storage data and proposed grading information.
- C. Walter P Moore will update the HEC-RAS model with the adjusted flows from the HEC-HMS model and include the proposed boardwalk, beach and trailhead in the model.
- D. Walter P Moore will review the output to determine if there is an impact from the Phase 2 Park Improvements.
- E. Walter P Moore will quantify any impacts and work with the civil design team to mitigate the impacts within the ROW boundaries of the lake or through onsite detention, if needed.
- F. Walter P Moore will iterate the HEC-HMS and HEC-RAS models with updates to the lake.
- G. Walter P Moore will QAQC the proposed conditions models and update accordingly.
- H. Walter P Moore will document the calculations and results of the proposed conditions analysis
- I. Based on current mapping a floodway is not indicated in the channel downstream of the lake, therefore a floodway model is not included in this scope.

V. Report and Presentation

- A. Walter P Moore will prepare a written report addressing the findings and recommendations of the study.
- B. Walter P Moore will develop exhibits, tables, figures, and appendices for the report.
- C. Walter P Moore will complete an internal QAQC of the documentation.
- D. Walter P Moore will submit to the City for review.
- E. Walter P Moore will address one round of comments from the City.



EXHIBIT 1-G

Schedule SC9

SCOPE OF CIVIL ENGINEERING SERVICES

Letter of Map Revision

I. Project Management and Coordination

- A. Walter P Moore will provide project management for the Letter of Map Revision including coordination with the client and FEMA.
- B. Walter P Moore will attend up to two (2), one-hour meetings with the city, including general email correspondence throughout the project.
- C. Walter P Moore will coordinate with FEMA and attend up to two (2), one-hour meetings with FEMA representatives, including general email correspondence.

II. Data Collection

- A. Walter P Moore will review the as-built plans and as-built survey provided by the surveyor.
- B. Walter P Moore will compare the data received to the proposed conditions analysis completed by Walter P Moore.

III. Letter of Map Revision

- A. Walter P Moore will update the HEC-HMS model as needed with the as-built information.
- B. Walter P Moore will update the effective FEMA model and create a duplicate effective model run in HEC-RAS.
- C. Walter P Moore will update the duplicate effective HEC-RAS model with the existing and proposed conditions models completed in previous phase.
- D. Walter P Moore will update the proposed conditions hydrologic and hydraulic model with the as-built data.
- E. Walter P Moore will complete QAQC of the models and address internal comments.
- F. A conditional Letter of Map Revision is not included in this scope

IV. Report Documentation

- A. Walter P Moore will develop a submittal package including the models, exhibits, and forms.
- B. Walter P Moore will complete the MT-2 forms and produce hydrologic and hydraulic workmaps as required.

- C. Walter P Moore will produce public notifications to be reviewed by FEMA.
- D. Walter P Moore will submit the report to the community for MT-2 Concurrence Form Approval.
- E. Walter P Moore will address up to two (2) rounds of comments from the community.
- F. Walter P Moore will submit the report to FEMA for approval.
- G. Walter P Moore will address up to three (3) rounds of comments from FEMA.
- H. Walter P Moore will produce letters notifying the public about changes to the map.

Exhibit 2 – TBG Partners, Landscape Architect

- Landscape Architect Services

EXHIBIT 2



TBG

01/21/2026

Ms. Susan Turrieta
Walter P Moore
401 South 1st St.
Ste 600
Austin, TX 75704

Proposal for Professional Design Services

Client: City of Pflugerville, Isaac Espinoza
Project Name: Lake Pflugerville Park Phase 2
Project Location: 18216 Weiss Ln, Pflugerville, TX 78660
TBG Project Number: D250543

Dear Ms. Turrieta,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants and, if included at this time, contractors (the Project Team) to achieve your overall Project goals. The Proposal defines TBG's Scope of Services and Fee for the Project. **Once executed, or upon your instructions to proceed, you agree the Proposal with its governing Terms and Conditions will serve as the parties' agreement (the Agreement) for TBG's Services.**

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jodi House". The signature is fluid and cursive, with the first letters of "Jodi" and "House" being capitalized and prominent.

Jodi HOUSE PLA, LEED AP
Principal

TBG
2001 bryan street
suite 1450
dallas, texas 75201

[214] 744 0757
tbgpartners.com

The Project

This project consists of the Lake Pflugerville Park – Phase 2 project. Our approach includes a particular level of design service required to realize the unique opportunities presented by the Project and the associated site, taking into account design of amenities as well as fixtures and finishes commensurate with the exclusive nature of this project.

TBG will prepare and develop the site design and implementation documents to include the following:

- 01_ Trailhead and parking access including 40 parking spaces, gate access, restroom facilities, connections to trails, entry and signage updates for city branding, site furnishings, planting and irrigation.
- 02_ Beach / recreation area to include a nature play inspired playground, potential beach expansion, shade structures, pavilion, picnic area, trail connections, planting, site furnishings and other amenities to be determined during the concept evaluation.
- 03_ Boardwalk area including boardwalks with covered overlooks, educational signage, connections to trails, site furnishings, planting and irrigation.

Reference Exhibit 'A' below for our understanding of the current program and site which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

Exhibit 'A'

Boardwalk and Trailhead area



Playground and Beach Expansion



Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Services associated with changes in scope of the Project may be considered Additional Services (defined below) provided for additional compensation.

Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Discovery

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Concept Evaluation

Development

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Schematic Design / Design Development
- Construction Documents

Delivery

To consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story. Tasks include:

- Bidding and Procurement
- Construction Observation Services

Discovery

Concept Evaluation

Description of Services

TBG will work with the Project team to study and evaluate the existing conditions of the site and to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Site visit
- Tree and topographic survey analysis (surveys by others)
- Context analysis
- Site analysis
- Precedent studies
- Public Feedback
- ROM Construction Cost evaluation
- Feasibility of concepts / alternatives from masterplan

Deliverables

- Inventory and analysis drawings and diagrams
- Report / Summary of findings
- Performance inventory and assessment, including written narrative(s)
- Program inventory, including additional recommendations, to respond to performance assessment above
- Project comp assessment, including evaluation of other “best in class” developments of a similar nature and context

Development

Schematic Design / Design Development

Description of Services

TBG will develop a schematic design package for the Project, accommodating the program based on the Client's and Design Team's objectives, as determined above. Schematic design will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Conceptual design (50% SD), maximum of two (2) concepts for Client to review
- Overall color-rendered schematic design plan, maximum of one (1) concept as selected by the Client from conceptual designs
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design intent
- Schematic design grading plan for site limits of work, to be coordinated with civil engineer
- Preliminary construction budgets
- Production and issuance 50% SD and 100% SD package with associated cost projections at 100% set
- Plan enlargements, sketches, sections, elevations and material images to communicate design direction and intent
- Image compilation and presentation of recommended materials selections (to communicate design intent, character, mood, look and feel), including hardscape, softscape and landscape elements
- Production and issuance of a 50% DD package and 100% DD package. Set will be issued to the Owner, selected construction manager and/or general contractor at the stages listed above, for their use in refining the overall budget for construction
- We have assumed bi-weekly meetings virtual during this task with one (1) in person meeting per month during this task

Construction Documentation

Description of Services

TBG will prepare construction drawings and specifications to properly describe the scope of the Project. These documents will be suitable for review and for competitive bidding purposes.

Deliverables

- Plan layout of all site hardscape, planting, irrigation and site amenities.
- Detailing that supports the hardscape, planting, irrigation and landscape/pedestrian design. This work will be coordinated with the Client's design consultant team as required.
- Final grading coordination of the site based on civil engineer's and architect's established grades for the site.
- TBG will prepare technical specifications in a separate sheet manual to describe the quality of craftsmanship and materials for the Project.
- TBG will submit a 60% and 90% progress review set of the construction document package for the Client's review and comment prior to final submission of the Issue for Bid and/or Issue for Construction Sets
- We have assumed bi-weekly meetings virtual during this task with one (1) in person meeting per month during this task

Delivery

Bidding and Negotiation Assistance

Description of Services

TBG will work with the Contractor and Design Team to issue supplemental instructions and clarifications as needed during this task. We will also assist the Client and Contractor in reviewing bid tabulations and make recommendations regarding qualified subcontractors.

Deliverables

- Clarification of addenda and/or supplemental drawings as required
- Attendance at one (1) pre-bid meeting
- Respond to questions during the bidding and/or contract negotiations
- Assist in the interview/recommendation of subcontractors.
- Meeting with the Client and Design Team to review and comment on bid tabulations and Contractor recommendations – maximum of two (2) meetings

Construction Observation Services

Description of Services

TBG will review, mark-up and return submittals, shop drawings and RFI's related to landscape scope for the above-mentioned site/project elements.

Deliverables

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)
- Review submittals and RFIs
- Attend nursery visits for tree/plant selection - maximum of one (1) visit
- Review and prepare responses to Contractor RFIs.
- Review, mark-up and return of shop drawings and submittals
- For the scope of this proposal, we have allocated a maximum of five (5) construction meetings / site visits
- Provide field reports based on site observations

Proposal Assumptions

TBG's Proposal, Scope of Services, and performance of the Services assumes and is expressly contingent upon the following:

- Client shall provide safe, reasonable access to the Project site and will also provide other information or services in a timely manner as required for TBG's performance of the Services. TBG assumes no responsibility for, and reasonably will rely upon, documents supplied to it by Client, Client's consultants and contractors, and information from public and other records, without the need for independent verification, and without liability for same, even where incorporated into TBG's Services. Should TBG agree, at its sole discretion, to obtain or compile this information, such Services will be charged as Additional Services and TBG similarly shall be entitled to reasonably rely upon the accuracy of such information as obtained by or through others without the need for independent verification. Information to be provided by Client shall include but not be limited to:
 - _ Legal descriptions of property
 - _ Traffic Impact Analysis
 - _ Topography and boundary surveys
 - _ Existing engineering and utility base information
 - _ Surveys, record drawings, and geotechnical and other investigations that TBG may request to execute the Services properly.
- Regardless of the Scope of Services, TBG, its consultants and other independent professionals: (a) shall not supervise, direct, or have control over or responsibility for performance, means, methods, safety precautions in the work or at the site, or activities of any contractor, subcontractor, or other person providing work or services; (b) shall not make continuous inspections of the quality or quantity of the work as would a third-party inspection service; and (c) assumes no responsibility for locating defects, errors, or omissions in construction or deviations from the Construction Documents which it does not actually observe during its periodic site visits.
- Client acknowledges that each component of the Services is important to the whole, and that if TBG's Services do not continue through the completion of the Project for any reason, this may significantly increase the risk of loss from such things as misinterpretation of the intent of the design, unauthorized modifications, and misuse of the Construction Documents and Specifications by Client and others for which TBG is not responsible.
- Other consultants may be required for the Project. TBG will coordinate with Client's other consultants in the Project Team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No services or fees for sub-consultants have been included in Scope of Services unless expressly listed as part of the Services. As Schematic Design and Design Development progress, we will make recommendations for additional consultants, as needed, to be retained by Client at an additional fee.
- TBG understands that the Project will be delivered as one (1) document package in PDF. Client agrees that any documents prepared by TBG for the Project are provided solely for use by Client in the original construction of the Project at the location indicated in the Proposal. TBG understands that construction documents for this Project (if applicable) will be developed and delivered within an AutoCAD format and platform only. Additional formats, such as Revit, can be provided for Additional Services. If Revit is the required format, Client must notify TBG prior to the Project entering the Design Development phase of Services.
- TBG owns all work product generated under this Agreement, including by its consultants, (jointly, Instruments of Service), which is both licensed to Client and intended for use only for the original

construction, use, and marketing of this Project contingent upon TBG's receipt of full payment for Services under this Agreement. Use other than as intended, including without limitation, for extensions of the Project, or distribution or modification without TBG's participation and written consent is at Client's sole risk and without liability to TBG.

- Digital and AI-Assisted tools may be used for portions of our document preparation; however, all content will be reviewed, verified, and approved by the design professional responsible for the work. Authorship will remain solely with TBG.
- This Proposal includes design fees for irrigation design based on water supply from a domestic city source only.
- Rough grading and storm drainage systems will be designed and documented by Client's civil engineer, including utility rough ins, and site area drainage maps. TBG will coordinate with this consultant for its design requirements.
- TBG will design the layout of the pool to conform with pool code, as well as the selection of all finish materials. TBG will work with Client's selected pool contractor in a "design-build" fashion to specify and locate the necessary equipment and pool accessories as needed to supply a fully functional and code-compliant pool.
- Client's architect will lead and manage the building permits submittal and may include documentation or designs by TBG for the site and terrace amenity development.
- TBG has submitted the Proposal based upon a residential component that is "for rent." Any conversion to "for sale" condominium units will require 60 days advanced notice to TBG and agreement upon an additional supplemental set of terms and conditions.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- Client or its separate consultant will provide and be responsible for accessibility permitting, submission, responses, or work scope management. If required, TBG will respond to comments generated by the initial submittal to the Registered Accessibility Consultant (RAS).
- TBG is not a professional cost estimator and does not guarantee the accuracy of estimates or opinions of cost, even if approved by TBG, and Client agrees TBG does not have control over or responsibility for the cost of labor, material, equipment, or services furnished by others, market conditions, or contractors' methods of determining prices or performing the work. TBG will not perform Services associated with redesign/value engineering tasks due to non-comprehensive or "plug" number CM @ Risk pricing resulting in budget overruns. TBG will endeavor to design in accordance with Client's budget where the budget is provided by Client in writing in advance of commencement of the Services and in coordination with cost estimating provided separately by Contractor.
- TBG will not provide as-built documentation.
- TBG will not participate in zoning efforts.
- Official interpretation of statutes, codes, laws, and certification requirements affecting the Project may vary or contradict prior interpretations. TBG will endeavor to comply with such requirements. No guarantees are made as to approval of governing jurisdictions or certifying entities. Client acknowledges it is Client's responsibility to comply with accessibility laws and regulations, to consult with accessibility consultants and legal or financial counsel to determine whether any local, state or federal accessibility laws apply to Client's Project, to provide that information to TBG, and to obtain an inspection upon completion of the Project. Playground equipment and/or playscape is subject to the guidelines promulgated by ASTM and has been designed to the current version of the ASTM guidelines. Owner shall maintain the playground

equipment and/or playscape to be in compliance with the most current version of the ASTM guidelines, as required by Texas law.

- TBG may provide LEED documentation only as Additional Services. TBG makes no warranties, representations or guarantees that the Project will achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program, any of which are subject to independent interpretation outside of TBG's control. TBG makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.
- TBG shall not be required to sign any documents that would result in it having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain, which would change TBG's rights and obligations herein, or which potentially increase TBG's risk, costs, obligations, or liability at TBG's discretion.
- TBG shall not be responsible for detection, remediation, accidental release, reporting or any other service relating to naturally occurring or manmade site conditions, waste, or hazardous materials.

Additional Services

Additional Services are services that may be needed by Client, but which are not expressly included in the Scope of Services described in the Proposal. Additional Services are subject to the assumptions and terms and conditions herein and will be provided only with Client's prior agreement to compensate TBG for same and revise the schedule for performance as appropriate. Such services include but are not limited to the following:

- Preparation and presentation of graphic exhibits other than those described in Scope of Services.
- Revisions and changes in drawings, specifications or other documents previously approved by Client, changes in scope, size, or quality of the Project, or the preparation of alternates or deductive change orders requested by Client.
- Preparation of record drawings or of measured drawings of existing conditions.
- Providing prolonged construction observation should the construction time be substantially extended through no fault of TBG.
- Providing services to accommodate changes related to budget/cost and value engineering efforts.
- Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for TBG's Scope of Services is reduced through no fault of TBG.
- Services made necessary by unknown or differing site conditions.
- Client's requirement for Project-specific processes, techniques, or programs not typically employed by TBG.
- Participation in any aspect of a formal or informal hearing, dispute resolution process, litigation, or arbitration to which TBG is not a party, and only with TBG's consent, which may be withheld at TBG's sole discretion. Should a representative of TBG be subpoenaed to appear or produce documents by any party to such a dispute, Client agrees it is obligated to compensate TBG for its time and expenses incurred in compliance.
- In addition, and without limitation, Client hereby agrees that if Client requests Services included in the following list it shall compensate TBG for same as Additional Services without the need for additional authorization by Client: (a) Services performed more than [18 months] after the date of the Agreement; (b) changes to Services made necessary by laws, codes, and regulations enacted or revised after the date of the Agreement; (c) requests by Client for changes to Services made necessary due to Client's changes in scope, size, quality, or budget (whether increases or decreases requiring value engineering); (d) time required to comply with Client-required procedures, processes, or the use of specialized software or programs not used by TBG in its regular course of business; or (e) requests by Client for TBG's attendance at meetings, site visits, and other events or tasks in excess of the number provided in the Proposal.

Budget

TBG will work with the Client's Contractor and/or construction manager (CM) in preparing and managing the development budget related to TBG's work, starting at schematic design. TBG will only proceed with each subsequent task of service upon receipt of Client's authorization, based upon design documents and contractor/CM prepared budget. TBG will maintain conformance of all documents with the budget within each task of service.

TBG has assumed a landscape construction budget of \$10.5 million for the Scope of Services identified above. Should the budget be reduced or increased in excess of 10% between the time of completion

of schematic design and construction documents, TBG will be entitled to compensation for the Additional Services involved.

Schedule

Services described herein are contingent upon schedule assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

Schedule Assumptions

Description	Time	Units
Discovery		
Concept Evaluation	12	Weeks
Development		
Schematic Design (SD) / Design Development (DD)	18	Weeks
Construction Documents (CD)	4	Weeks
Delivery		
Bidding and Procurement	6	Weeks
Construction Observation Services	18	Months
<hr/>		
Total TBG Time	28	Months

Fees for Professional Services

The fee for this basic Scope of Services will be billed monthly on a lump sum (LS), hourly not to exceed (NTE) or hourly (HR) basis:

Description	Fee	Fee Basis
Discovery		
Concept Evaluation	\$ 62,000	HR
Development		
Schematic Design (SD) / Design Development (DD)	\$ 75,000	HR
Construction Documents (CD)	\$ 85,000	HR
Delivery		
Bidding and Procurement	\$ 15,000	HR
Construction Observation Services	\$ 45,000	HR
Reimbursables	7,500	
Total TBG Scope of Services Fees	\$ 289,500	

Note: The Proposal excludes any and all state and local taxes associated with the Services and the Project site. Any such taxes required by law will be added to the Project fee for Professional Services and Reimbursable Expenses, as applicable.

Fees for Additional Services

Additional Services, those services not expressly included in the Scope of Services outlined above but requested in writing by Client or otherwise authorized under the Agreement, will be billed on a lump sum basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, are not included in the Total TBG Scope of Services Fee.

Reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the Fee charged for Services:

- Cost of copies, scanning, and printing in connection with the Services for this Project
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights (associated drone insurance), videos and still photos
- Costs associated with Client's requirement to use computer software, programs, services or special processes not typically employed by TBG
- Fees for additional consultants retained with the approval of Client
- TAS Plan Review and Inspection Cost
- Cost for bid advertisement(s)
- Autodesk Construction Cloud hosting and access provided to client and stakeholders
- Technology Fee - This fee is a partial offset to the significant and increasing costs of delivering our service to clients through technology as well as maintaining an ever more secure and resilient technology platform to mitigate growing data risks.
- Certified Playground Safety Inspector (CPSI) Review and Inspection Cost.

Reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the Fee charged for Services:

- Cost of copies, scanning, and printing in connection with the Services for this Project
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights (associated drone insurance), videos and still photos
- Costs associated with Client's requirement to use computer software, programs, services or special processes not typically employed by TBG
- Fees for additional consultants retained with the approval of Client
- TAS Plan Review and Inspection Cost
- Cost for bid advertisement(s)
- Autodesk Construction Cloud hosting and access provided to client and stakeholders
- Technology Fee - This fee is a partial offset to the significant and increasing costs of delivering our service to clients through technology as well as maintaining an ever more secure and resilient technology platform to mitigate growing data risks.
- Certified Playground Safety Inspector (CPSI) Review and Inspection Cost.

Exhibit 3 – Siglo Group, Ecological

- 3-A, Ecological Design Services
- 3-B, Tree Survey
- 3-C, Phase I ESA
- 3-D, Wetland Delineation Study
- 3-E, Section 404 Permitting Memo

EXHIBIT 3-A

Lake Pflugerville Phase 2 Ecological Design and Implementation Services

Prepared for: Walter P. Moore

Prepared by: Siglo Group

Date: January 2026

Lake Pflugerville Park Phase 2 is an infrastructure and park improvement project situated within a landscape that directly supports the City of Pflugerville's drinking water supply. The lake, associated wetlands, shoreline, and tributary systems contribute to water quality protection, sediment and nutrient management, and long-term lake health. Proposed improvements—including parking, trails, boardwalks, shoreline access, and wetland restoration—must be integrated with these systems to protect water quality while accommodating public use and creating exceptional human/nature experiences.

Siglo Group will support Walter P. Moore (WPM) as part of the consultant team by leading integration of ecological considerations into planning, design, and implementation. Siglo's role is to address wetlands, shoreline systems, soils, vegetation, and green stormwater infrastructure as functional systems that support water quality protection, human/nature connection, increased ecological health, constructability, and long-term maintenance efficiency. Work will be coordinated closely with WPM and aligned with the City's defined scope and project phases.

Task 1: Feasibility Evaluation and Preliminary Engineering – Ecological Support

Siglo Group will provide targeted ecological assessment, mapping, and technical input during feasibility evaluation and preliminary engineering to identify ecological constraints and opportunities affecting project design. Work under this task is intended to inform early decision-making and support efficient, responsible design development. *Wetland delineation and a Phase I Environmental Site Assessment are not included in this scope and may be provided as Additional Services if requested.*

Services will include:

- Review of background materials, including the 2014 Lake Pflugerville Master Plan, 2019 Design Report, available GIS data, record drawings, and relevant studies.
- Targeted site reconnaissance focused on ecological systems influencing proposed improvements, including wetlands and wetland fringes, shoreline conditions, trail–hydrology interactions, and existing vegetation structure.
- Identification of mapped National Wetlands Inventory (NWI) wetlands and areas where additional wetlands may be present based on field observations (*not a wetland delineation*).
- Preparation of ecological constraints and opportunities mapping supporting:

- Boardwalk alignment and wetland crossings
- West-side parking and associated drainage
- Trail improvements and connectivity
- Beach and shoreline interface areas
- Development of concept-level ecological recommendations related to wetland restoration and enhancement, green stormwater infrastructure, trail sustainability, erosion mitigation, riparian restoration, soil health, and seeding.
- Coordination with Water P. Moore and the design team to integrate ecological considerations into preliminary layouts, alternatives, phasing, and cost discussions.

Deliverables:

- Ecological constraints and opportunities mapping suitable for preliminary engineering and feasibility documentation
- Written ecological assessment memo summarizing existing conditions, constraints, opportunities, and concept-level recommendations
- Coordination input and marked-up exhibits as needed for incorporation into the Preliminary Engineering Report.

Task 2: Schematic Design and Design Development – Ecological Integration

Siglo Group will support schematic design and design development by integrating ecological considerations into project designs in coordination with Water P. Moore and the design team. Work under this task will focus on carrying forward ecological intent established during feasibility into schematic design and design development.

Services will include:

- Review of schematic design and design development work for ecological components.
- Coordination with the design team to refine wetland and riparian restoration approaches, seeding and soil treatment, shoreline treatments, trail alignments, and green stormwater infrastructure concepts.
- Refinement of plant community concepts, soil preparation approaches, and seeding strategies appropriate to site conditions and anticipated use.

Deliverables:

- Written review comments and technical input on schematic design and design development submittals
- Ecological exhibits and diagrams supporting wetland and riparian restoration, upland seeding and soil treatment, shoreline treatments, trail sustainability, and green stormwater infrastructure
- Refined plant community concepts, soil preparation approaches, and seeding strategies

Task 3: Construction Documents and Permitting – Ecological Support

Siglo Group will provide focused ecological support during construction documentation to translate ecological intent into drawings, specifications, and notes. Efforts will be coordinated with Water P. Moore and the design team to support constructability and long-term performance.

Services will include:

- Review of 50% and 100% Construction Document submittals for ecological components.
- Coordination with the design team to refine ecological notes, details, and specifications.
- Review of planting, seeding, and soil preparation requirements for consistency with design intent.

Deliverables:

- Written review comments on 50% and 100% Construction Document submittals
- Ecological notes, specifications, and planting guidance supporting constructability and long-term performance
- CD-ready ecological exhibits as needed for wetlands, shoreline treatments, trail edges, and restoration areas

Task 4: Construction Observation – Ecological Components

Siglo Group will provide limited construction-phase ecological observation to support successful installation of ecological components. Construction observation is intended to verify general conformance with design intent and specifications.

Services will include:

- Up to twelve (12) site visits during construction focused on ecological components.
- Observation of soil preparation, wetland and shoreline treatments, and planting and seeding installation.
- Coordination with the contractor, Water P. Moore, and design team as needed to address field conditions affecting ecological performance.

Deliverables:

- Field reports documenting observations and recommendations following each site visit

Compensation

Description	Fee
Task 1 – Feasibility Evaluation and Preliminary Engineering	\$16,000
Task 2 – Schematic Design and Design Development	\$12,000
Task 3 – Construction Documents and Permitting	\$15,000
Task 4 – Construction Observation (up to 12 visits)	<u>\$16,000</u>
Total	\$59,000

Hourly rates for additional services: Principal \$210/hr, Project Manager \$155/hr, Associate \$115/hr, Technician \$90/hr.

Assumptions

- *Siglo Group will serve as part of the Water P. Moore–led consultant team and will coordinate closely with Water P. Moore and the design team.*
- *Surveying, geotechnical investigations, floodplain modeling, and civil engineering analyses will be provided by others.*
- *Wetland delineation, environmental permitting, and regulatory agency coordination are not included unless specifically authorized as Additional Services.*
- *CAD files, surveys, record drawings, and base mapping will be provided by others.*
- *Construction observation is limited to general ecological conformance review and does not include construction means and methods, contractor supervision, or monitoring.*
- *Monitoring, adaptive management, and post-construction performance evaluation are not included unless authorized as Additional Services.*
- *Additional meetings, fieldwork, redesign, or construction observation beyond the scope described will be provided as Additional Services if requested.*
- *All reimbursable expenses are included in the fees listed unless otherwise agreed.*

Lake Pflugerville Phase 2 Ecological Additional Services

Prepared for: Walter P. Moore

Prepared by: Siglo Group

Date: February 2026

This proposal describes additional services to support Walter P. Moore's design and implementation team at Lake Pflugerville Park Phase 2. Included here is work to be completed through Siglo Group associated with 1) tree inventory and assessment, 2) aPhase I Environmental Site Assessment (ASTM E1527-21), 3) wetland delineation, and 4) a 404 permitting memo. All these components assume the work is completed over less than 50 acres as part of an infrastructure and park improvement project.

EXHIBIT 3-B

Task 1: Tree Inventory with Arborist Oversight

Siglo Group will complete a tree inventory for up to 200 trees with arborist oversight, to support planning, design, and regulatory coordination in accordance with the City of Pflugerville criteria. Trees to be inventoried will be identified and prioritized in coordination with the WPM project.

Each tree will be field tagged and documented, including:

- Species identification (native / protected status where applicable)
- Diameter at Breast Height (DBH), measured per City standards
- General structure and age class
- Overall health and vigor
- Evidence of pests, disease, or decay
- Structural defects
- Observable hazard conditions and proximity to targets (planning-level)
- Management recommendation (retain, monitor, mitigate, remove)
- Location capture suitable for mapping and GIS integration

** Formal Tree Risk Assessment Qualification (TRAQ) reports, climbing inspections, coring, or mitigation design are excluded unless requested as additional services.*

Deliverables: Tabular, and GIS based tree inventory with a brief summary memo

Budget (up to 200 trees): \$ 5,950

* Additional trees @ \$22 per tree (before completion of study)

EXHIBIT 3-C

Task 2: Phase I Environmental Site Assessment (ASTM E1527-21)

Siglo Group will coordinate and oversee the completion of a Phase I Environmental Site Assessment (ESA) for the project area in accordance with ASTM E1527-21 and the U.S. EPA's All Appropriate Inquiries (AAI) requirements. The assessment is intended to support City due diligence, risk management, and future planning decisions.

The Phase I ESA will be performed by a qualified Environmental Professional (EP) and will include:

- Review of historical land use records (aerials, maps, directories, and available fire insurance maps)
- Review of federal, state, and local regulatory databases
- Interviews with knowledgeable City staff
- Site reconnaissance of the property and adjoining parcels
- Evaluation of findings to identify Recognized Environmental Conditions (RECs), Historical RECs (HRECs), or Controlled RECs (CRECs), if present
- Documentation of data gaps and their significance

** The scope is limited strictly to ASTM-compliant Phase I ESA services. No environmental sampling, testing, wetlands evaluation, PFAS, or permitting analysis (including Section 404) is included.*

Deliverable: One ASTM E1527-21–compliant Phase I ESA report suitable for legal, financial, and municipal due diligence purposes.

Budget: \$4,800

EXHIBIT 3-D

Task 3: Wetland Delineation Study

Siglo Group will complete a wetland delineation study for the project area in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and the applicable Regional Supplement. The delineation will only cover the north and north eastern shore of Lake. The delineation is intended to identify and map potential jurisdictional wetlands and waters to inform planning, design, and future permitting decisions.

The delineation will include:

- Review of existing data (soils, hydrology, aerial imagery, NWI mapping)
- Field evaluation of vegetation, soils, and hydrology indicators
- Collection of delineation data points in representative areas
- Mapping of wetland boundaries using GPS suitable for GIS integration
- Interpretation of wetland extent and connectivity
- Documentation of assumptions, limitations, and areas of uncertainty

** The delineation will be conducted to professional and regulatory standards, but does*

not include a formal Jurisdictional Determination request, boundary survey, or agency verification unless requested as additional services.

Deliverables: Wetland delineation report and mapped exhibits suitable for coordination with the City and design team.

Budget: \$7,800

EXHIBIT 3-E

Task 4: Section 404 Permitting Memorandum

Siglo Group will prepare a planning-level Section 404 permitting memorandum to support early regulatory coordination and inform project feasibility. This task assumes the completion of Task 3. The memorandum will be developed based on the findings of the wetland delineation study and will evaluate the potential applicability of Clean Water Act Section 404 to future work within the project area.

The memorandum will include:

- Review and synthesis of the wetland delineation results
- Evaluation of potential waters of the United States identified through delineation
- High-level assessment of federal jurisdiction and regulatory considerations
- Discussion of potential permitting pathways (e.g., Nationwide Permit, Individual Permit, or no permit)
- Identification of key assumptions, regulatory risks, and recommended next steps

** This task does not include additional fieldwork beyond the delineation study. It is intended to provide planning-level guidance informed by delineation findings. It does not include a formal Jurisdictional Determination request, agency verification, permit application preparation, or additional field delineation beyond that completed as part of the wetland delineation study.*

Deliverable: Section 404 permitting memorandum suitable for City and design team planning and coordination.

Budget: \$3,100

Additional Hourly Services not described above will be conducted at the following rates after agreement with the client: Principal \$210/hr, Project Manager \$155/hr, Associate \$115/hr, Technician \$90/hr.

Exhibit 4 -Teilos, MEP

- 4-A, MEP Basic Services
- 4-B, LV and Security Basic Services

01.22.2026

Susan Turrieta, PE
Managing Director/Civil Engineering
Walter P. Moore
401 South 1st Street
Suite 600
Austin, TX 78704

RE: Lake Pflugerville Park Phase 2 – Pflugerville, TX
Electrical and Plumbing Engineering Proposal Agreement

Dear Susan.

TELIOS Corporation (“TELIOS”) is pleased to submit the following proposal to Walter P. Moore (hereinafter referred to as the “Client”) to perform professional engineering services for the referenced Project. Upon execution by the Client, this document shall become the entire written agreement between TELIOS and the Client, concerning the above referenced matter (“the Agreement”). The project consists of the site upgrades and expansion to Lake Pflugerville Park’s current layout based on the City’s FY 2026–FY2030 Capital Improvement Plan (FY 26–30 CIP).

The proposed projects are intended to expand equitable access, support environmental education, and enhance recreational opportunities throughout the park while avoiding overburdening existing infrastructure near the beach. Proposed improvements may include, but are not limited to:

- A new trailhead on the west side with parking facilities, pedestrian access, and
- public restrooms
- Beach expansion
- Walkways
- Shade structures
- A wetland boardwalk with covered overlooks
- Assessment, redesign, and replacement of existing boardwalk structures and pier elements.

I. Basic Design Services

A. Basic Electrical Design Services

1. TELIOS shall conduct an electrical load analysis.
2. TELIOS shall design an electrical one-line diagram, including branch circuiting to site lighting and receptacles
3. Site lighting fixtures shall be specified and the associated control and branch circuiting shall be engineered.
4. TELIOS shall conduct an energy analysis to be submitted to the Authorities Having Jurisdiction.

B. Basic Plumbing Design Services

1. TELIOS shall size and route domestic water, sanitary sewer, and vent piping. Routings shall be coordinated with the design team. The design shall extend to 5’-0” outside of the building.
2. TELIOS shall engineer and specify the hot water heating and the water cooler systems.
3. TELIOS shall select and schedule plumbing fixtures.

C. Additional Basic Design Services

1. Attendance at monthly virtual design meetings.

2. Construction Administration.
 - a) Phone responses to pre-bid questions.
 - b) TELIOS anticipates the construction schedule to be approximately (13) months and has included attendance at no more than (3) on-site punch walk visits.
 - (1) TELIOS has excluded attendance at regularly scheduled OAC meetings.
 - c) Up to two (2) submittal reviews per equipment that is noted and/or scheduled on the contract documents generated by TELIOS.
- II. Basic Design Services – Deliverables
- A. The MEP documentation shall include:
 1. Site Plan:
 - a) The site plan shall indicate electric utility equipment location, primary electrical conduits, secondary electrical conductors and conduit, telephone service conduits, and site lighting and its associated branch circuiting.
 - b) Electrical – Receptacle layout, disconnect locations with sizing to equipment, electrical switchgear layouts, circuiting with homerun circuit designations.
 - c) Electrical – General lighting layouts, keyed to a fixture schedule. Layouts shall include branch circuiting and control information.
 2. Floor Plans:
 - a) Electrical – Receptacle layout, disconnect locations with sizing to equipment, electrical switchgear layouts, circuiting with homerun circuit designations.
 - b) Plumbing – Domestic water, sanitary sewer, and vent piping size and routings.
 - c) Plumbing – Fixtures shall be keyed to a fixture schedule.
 - d) Plumbing – Equipment shall be keyed to an equipment schedule.
 3. Reflected Ceiling Plan:
 - a) Electrical – Egress, exit and general lighting layouts, keyed to a fixture schedule. Layouts shall include branch circuiting and control information.
 4. Schedule and Detail Sheets:
 - a) Electrical – Schedules shall be provided for light fixtures and panelboards.
 - b) Electrical – TELIOS may include a summary of the energy analyses and details of switchgear, grounding, one line diagram, and connections.
 - c) Plumbing – Schedules shall be provided for equipment, and fixtures.
 - d) Plumbing – TELIOS may include details of connections, supports, clean outs, traps, primers, and isometrics.
 5. Specifications:
 - a) Specifications shall be provided in plan format.
- III. Basic Design Services – Qualifications
- A. TELIOS requires AutoCAD V2021, REVIT V2021 or later compatible backgrounds/models of the building's plan and surrounding site.
 - B. TELIOS requires record documents of the civil and structural engineering plans in a timely manner to complete the design services noted herein.
 - C. TELIOS shall receive fixed backgrounds, models, and information a minimum of five (5) business days prior to any scheduled issue or such backgrounds, models or information may not be included or coordinated with TELIOS' Basic Design or Additional Services for the issue.
 - D. In an effort to seek quality, TELIOS requires the following number of coordination meetings:
 1. A minimum of three (3) in-person design meetings with the architect, structural, civil and landscape architect.
 2. An in-person coordination meeting two (2) days prior to any scheduled issue with the architect, structural, civil and landscape architect.

- E. TELIOS shall be provided, in a timely manner, a written description of the Owner's project objectives, schedule, requirements, information, and limitations for TELIOS' Basic Design or Additional Services.
- F. The Client shall identify a single, individual representative to act on the Client's behalf with respect to TELIOS' Basic Design or Additional Services. Such identified representative shall render decisions, directives and schedules in a timely manner as to not encumber TELIOS from completing its Basic and Additional Design Services. The Client shall not replace its identified representative without the approval of TELIOS.
- G. Information that is not provided in a timely manner will require the Project design schedule to be revised.
- H. Unless otherwise stated, TELIOS will have access to the site for activities necessary for the performance of any Basic or Additional Design Services.

IV. Basic Design Service – Fees

- A. In accordance with the Payment sub-paragraph found within Additional Terms and Conditions set forth below, TELIOS shall be paid the following fees for the aforementioned Basic Design Services:

Scope of Service	Fee
Concept Evaluation	\$ 13,500.00
Design Development	\$ 33,750.00
Construction Documents	\$ 60,750.00
Bidding	\$ 6,750.00
Construction Administration	\$ 20,250.00
Total	\$ 135,000.00

- B. In accordance with the Payment sub-paragraph found within Additional Terms and Conditions set forth below, TELIOS shall be paid on an hourly basis at our normal hourly rates.

Hourly Rate Schedule

Labor Category	Hourly Rate
Administration	\$100.00
Project Designer	\$180.00
Senior Project Designer	\$205.00
Project Engineer	\$210.00
Senior Project Engineer	\$235.00
Assistant Project Manager	\$245.00
Project Manager	\$275.00
Associate	\$290.00
Vice President	\$305.00
Executive Vice President	\$350.00

V. Reimbursable Expenses

- A. In accordance with the Payment sub-paragraph found within Additional Terms and Conditions set forth below, TELIOS shall be reimbursed for all expenses incurred in the normal course of completing both Basic and Additional Design Services. Expenses include, but are not limited to:
 1. Plotting (large format) \$15.00/Sheet
 2. Hardcopy Reproductions (large format) \$10.00/Sheet
 3. Electronic Scanning (large format) \$15.00/Sheet
 4. Generating and Distributing Files for Plotting by a Third Party..... \$150/Issue
 5. Automobile Mileage 50 miles from the office of which the TELIOS

employee typically works.	Current IRS Rate
6. Air travel, hotels, meals, and rental cars.	Actual Rate

VI. Additional Design Services

A. In consideration of the aforementioned Basic Design Services, it is hereby acknowledged that the following services shall be deemed supplementary and will require additional fees. These Additional Design Services encompass but are not limited to:

1. Changes of completed or partial designs by reason of project scope change.
2. Owner or Client driven circumstances:
 - a) Fails to furnish budgets
 - b) Modifies the original budget directives
 - c) Fails to evaluate alternates or substitutions proposed by the Contractor
 - d) Requests subsequent meetings
 - e) Requests revisions to drawings, specifications, or other documentation.
3. Providing any services in connection with a public hearing, litigation, mediation, arbitration, or other legal proceedings.
4. Construction administration above and beyond that expressly stated in the Basic Design Services.
5. Additional effort caused by other design team members not in attendance at the aforementioned Coordination Meetings.
6. Additional effort caused by backgrounds, models, and information not provided in the noted time in the aforementioned Design Qualifications.
7. MEP design modifications required because other design team members did not provide information in a timely manner for MEP design schedule to be met.
8. Design schedule that extends six (6) months after execution of this document or the design is placed on hold for more than one (1) month.
9. Standby generator system or any other emergency or redundant electrical systems.
10. Design of micro-processor based lighting control systems.
11. Design of kitchen equipment.
12. Provide LEED related calculations, considerations, and/or applications.
13. Energy analyses of building envelope.
14. Building energy modeling.
15. Construction Document design of a geothermal HVAC system.
16. Mechanical systems design.

VII. Additional Terms and Conditions

This Agreement is made subject to the additional terms and conditions specified in the attached Exhibit "A" which is incorporated by reference, as if set out in full herein.

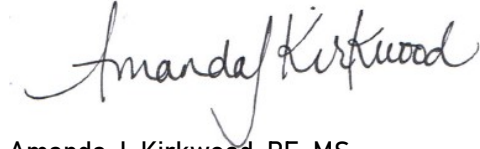
TELIOS Corporation appreciates this opportunity to submit this proposal for design services for the mechanical, electrical, and plumbing systems. We hope you recognize TELIOS' ability to effectively manage the engineering of these systems and thus prove that we can save you both time and money.

If you have any questions, please do not hesitate to call.

If this proposal is acceptable, please sign the Authorization to Proceed and Acceptance of Terms below and return to me.

Respectfully submitted and agreed to as proposed herein,

TELIOS CORPORATION



Amanda J. Kirkwood, PE, MS
Vice President

V:\Proposals\HMEP2\2026\WPM\Lake Pflugerville\Lake Pflugerville Park Phase2 - Electrical and
Plumbing Proposal - TELIOS - 2026.01.22.docx

AUTHORIZATION TO PROCEED AND ACCEPTANCE OF TERMS:

I hereby agree to the terms of this Agreement and authorize TELIOS Corporation to proceed as provided herein.

Signed _____

Name _____

Title _____

Date _____
Rev. 04162024

EXHIBIT "A"

- 1) **Scope of Services.** The provisions of this Agreement shall control and provide further that the Basic Design Services to be performed by Telios are limited to those set forth in this Agreement. Services not set forth in this Agreement are specifically excluded from the scope of the services provided by Telios. Telios assumes no responsibility to perform any services not specifically listed.
- 2) **Independent Contractor.** Telios shall act as and provide services as an independent contractor using ordinary standard of care exercised by registered engineers and consultants under similar conditions and similar localities. Telios and the Client acknowledge and agree that the services provided by Telios under this Agreement are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill.
- 3) **No Fiduciary Duty.** The Client hereby acknowledges and agrees that Telios is not acting in the capacity of a fiduciary to the Client, the Contractor or the Owner and owes no such fiduciary responsibility to either the Client, the Contractor or the Owner. Any such fiduciary obligation or responsibility that may be implied or inferred is hereby disclaimed by Telios.
- 4) **Site Visits.** Telios shall make visits to the site at intervals appropriate to the various stages of completed construction as Telios deems necessary in order to observe the progress and quality of the Contractor's completed Work. Based on such observations, Telios shall develop an opinion in general if such completed work is proceeding in accordance with the Contract Documents, and to keep the Client informed about the progress of the completed construction.
 - a) It is hereby understood by the Client that such visits and observations are NOT intended to be exhaustive or detailed inspections. If the Client desires more extensive visits or detailed inspections, such services are available as Additional Services at the Client's written request.
 - b) Telios shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work nor shall Telios have authority over or responsibility of the means, methods, techniques, sequences, or procedures or for the safety precautions and programs of the construction selected by the Contractor. Accordingly, Telios does not guarantee the performance of the construction contract by the Contractor, does not warrant that the construction will be in accordance with the Contract Documents, and shall not be responsible for the Contractor's failure to furnish and perform its work in strict accordance with the Contract Documents or applicable laws, rules, regulations, ordinances, codes, or orders.
 - c) The Client hereby agrees that the Contractor shall be solely responsible for jobsite safety and warrants that the Contractor shall be required to name Telios Corporation as an additional insured under the Contractor's general liability insurance policy or policies.
 - d) To the extent that Telios' services include the review of Contractor's submittals, such as shop drawings, samples, mock-ups, or product data, such review is limited to checking for conformance with the design concept and the information shown in the Construction Documents. In acknowledging its review or approval of such submittals, et al, Telios does not warrant the accuracy or completeness of information contained in submittals or the products described therein, such being the sole responsibility of the Contractor.
 - e) Telios will take reasonable precautions to minimize damage due to its access to the site and surveying as necessary to conduct the Basic and Additional Design Services but has not included in any fee the cost of restoration of any resulting damage.
- 5) **No Warranty.** Telios and the Client further acknowledge and agree that, notwithstanding any language in term or condition to the contrary, Telios makes no warranties, express or implied, including:
 - a) warranties of fitness for any purpose regarding the services contemplated under this Agreement, and the Client hereby expressly waives all such warranties, and Telios expressly disclaims all such warranties; or

- b) express or implied warranties that any construction cost estimates provided will not differ from bids received from contractors or the negotiated cost of construction work. The Client understands that Telios' construction cost estimate is based on Telios' professional judgment and experience and that Telios has no control over the price or availability of labor, equipment, materials, or any other element of the construction work that may affect the negotiated cost of the construction work or bids received from contractors.
- 6) **Notice of Errors or Omissions.** The Client shall provide prompt written notice to Telios if the Client becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in Telios' documents or work.
- 7) **Information Provided by Others.** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. Telios may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Telios shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- 8) **Job Site Safety.** Neither the professional activities of Telios nor the presence of Telios or its employees and subconsultants at a construction/project site shall impose any duty on Telios, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Neither Telios nor its personnel nor its consultants have any authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.
- 9) **Hazardous Materials.** It is acknowledged by both parties that Telios' scope of service does not include any services related to asbestos or hazardous or toxic materials. In the event that Telios or any other party encounters asbestos or hazardous or toxic materials at the job-site, or should it become known in any way that such materials may be present at the job-site or in any adjacent areas that may affect the performance of Telios' service, Telios may, at our option and without liability for consequential or other damages, suspend performance of services on the project until the Client and/or Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the job-site is in full compliance with applicable laws and regulations. Telios shall give written notice to the Client and/or owner of the discovery of hazardous materials before Telios suspends performance of services on the project.
- 10) **No Third-Party Rights.** Telios' services under this Agreement are being performed solely for the Client's benefit. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Telios.
- 11) **Accelerated Project Delivery.** In the event the Client and/or Owner chooses to take advantage of the time and cost savings benefits of an accelerated project delivery process, the Client and/or Owner acknowledges that it has been advised that the Project will be affected by such a process. Some of the effects of an accelerated project delivery process include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated construction documents for permitting, bidding, and construction purposes in order to maintain a fast track or accelerated schedule, or the actual progress of the work of the Contractor. The Client and/or Owner acknowledges that it has been advised that the Project, if developed on an accelerated project delivery basis, may require associated coordination, design, and redesign of parts of the Project after construction documents are issued and the construction contract is executed, and may require

removal of work in place; all of which events may cause an increase in the cost of the work and/or an extension of the project construction schedule. Therefore the Client and/or Owner acknowledges and understands that change orders arising from the accelerated project delivery process should be expected as a part of and related to this process; and the Client and/or Owner understands the necessity of including sufficient contingencies in the budget for the cost of the work to account for additional costs and construction schedule extensions arising from this process and agrees to include such contingencies in the project construction budget commensurate with industry standards for projects of similar scope and quality of this project. In recognition of the inherent risks of fast tracking to Telios, the Client agrees to waive all claims against Telios for design changes and modification of portions of the Work already constructed due to the Client's decision to employ the accelerated project delivery process.

- 12) **Dispute Resolution.** All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, as well as any other dispute between Telios and Client, shall be subject to an informal meeting; and, if necessary, mediation as a condition precedent to binding dispute resolution.
 - a) In the event of a dispute regarding the services rendered under this Agreement, upon 4 business days' notice, or earlier if it can be so arranged, Telios and Client shall meet either in person or by conference call or other technological means to discuss, in good faith, a resolution to the dispute and any action required, if any, to accomplish same.
 - b) In the event a dispute is not resolved by a meeting, mediation shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association then in effect, unless the parties mutually agree otherwise.
 - c) A request for mediation of any dispute shall be filed in writing with the other party and such request shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event shall request be made by institution of legal or equitable proceedings which would be barred by the applicable statute of limitations. The request for mediation may be made concurrently with the filing of a complaint or other demand for binding dispute resolution but, in such event, mediation shall be conducted in advance of binding dispute resolution proceedings. Agreements reached through mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediator's fee and any associated filing fees shall be shared by both parties equally. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- 13) **Certifications.** Telios shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Telios cannot ascertain.
- 14) **Code Compliance.** Telios shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of the acceptance of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Telios to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- 15) **Limitation of Liability.** IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND TELIOS, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT OF THE LAW, TELIOS' TOTAL LIABILITY OF THE CORPORATION, EMPLOYEES, OFFICERS, DIRECTORS, OR SHAREHOLDERS TO THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, CLAIM EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, AND EXPERT-WITNESS FEES AND COSTS ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED \$50,000.00. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, TELIOS' NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, AND BREACH OF CONTRACT OR WARRANTY.

- 16) **Consequential Damages.** THE CLIENT AND TELIOS AGREE THAT NEITHER THE CLIENT NOR TELIOS NOR THE RESPECTIVE DIRECTORS, OFFICERS, PARTNERS OR EMPLOYEES SHALL IN ANY EVENT BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL SUCH CLAIMS BEING HEREBY EXPRESSLY WAIVED. THIS WAIVER INCLUDES, WITHOUT LIMITATION, DAMAGES INCURRED BY THE CLIENT OR TELIOS FOR PRINCIPAL OFFICE EXPENSES, FINANCE EXPENSES, LOST BUSINESS OPPORTUNITY, LOSS OF USE, AND LOSS OF BUSINESS REPUTATION. THIS WAIVER OF CONSEQUENTIAL DAMAGES SHALL APPLY TO ALL SUCH DAMAGES REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF CONTRACT, DELAY, TORT (INCLUDING SOLE OR CONCURRENT NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
- 17) **Force Majeure.** Telios shall not be liable or responsible for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts, or any other circumstances of like character.
- 18) **Copyrights and Licenses.** All documents prepared by Telios are instruments of service and shall remain the property of Telios. Client shall be permitted to retain copies, including reproducible copies, of all documents prepared by Telios for information and reference in connection with Client's use.
 - a) Upon final payment of all sums due to Telios, Client shall have an irrevocable, fully paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the documents, including the originals thereof, and the ideas and designs contained therein, for the completion of, and in connection with, the Project for which they were developed, regardless of Telios' involvement.
 - b) The documents shall not be used by Client or Telios in connection with other projects, except by agreement in writing.
 - c) Telios shall have the right to include photographic or artistic representations of the design of the Project among Telios' promotional and professional materials. Telios shall be given reasonable access to the completed Project to make such representations.
 - d) Telios' material shall not include the Owner's confidential or proprietary information, if the Owner has previously advised Telios in writing of the specific information considered by the Owner to be confidential or proprietary. The Client shall provide professional credit for Telios in their respective promotional materials for the Project.
 - e) THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS TELIOS FROM ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE, ARISING OUT OF THE USE OR MODIFICATION BY THE CLIENT TO ANY REPORTS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS, INCLUDING ELECTRONIC FILES, PREPARED BY TELIOS IF SUCH USE OR MODIFICATION HAS NOT BEEN EXPLICITLY APPROVED IN WRITING BY TELIOS AND ITS SUBCONSULTANTS. THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- 19) **No Condominium Conversion.** Client represents and warrants that it has no knowledge of or intention to convert any portion of the Project (to the extent applicable) to a condominium development or file a condominium map or establish a condominium regime ("Condominium Conversion"). Client further agrees that Telios' services and associated instruments of service are intended solely for the design and construction of residential rental units under the ownership and control of a single, integrated owner and that Telios would not have agreed to provide the services provided under this Agreement for any other use or purpose. Client's license to use Telios' instruments of Service, as provided in this Agreement, expressly excludes Condominium Conversion. To the extent that the Client is the owner, owner's representative, or developer of the Project and the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, Telios shall have no

responsibility and shall be released from all obligations and liabilities for the Project. Further, the Client agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless Telios, its officers, directors, employees and subconsultants (collectively, Telios Indemnitees) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for the Telios Indemnitees' sole negligence or willful misconduct, as found by a court of competent jurisdiction. This provision shall survive termination of this Agreement.

- 20) **Payment.** Invoices will be submitted for each significant design issue, including but not limited to, internal design team reviews, schematic design, design development, permit, bid or construction documents, or addenda, but no less than monthly for all Basic Services based on the estimated percentage of completion and shall be due within 30 days after the date of invoice. Reimbursable expenses and Additional Service Fees shall be due within 30 days after the date of invoice. All invoices shall be due and payable to Telios at its office located at 146 Payne Street, Dallas, Texas 75207.
- a) Invoices not paid within 30 days of the date rendered will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in Telios stopping work until such invoices rendered are paid in full. In the event this Agreement is placed in the hands of an attorney, the Client agrees to be liable for all expenses incurred by Telios in the enforcement thereof, including but not limited to, the collection of any unpaid invoices, actual attorneys' fees and collection costs incurred by both Telios and its agents.
 - b) If Telios has stopped work because outstanding invoices have not been paid in full, Telios shall be indemnified and held harmless by the Client for any delay in design or construction of the Project.
- 21) **Liens.** As a due course and process to protect our rights to lien for delinquent payments, we may, at our discretion, file affidavits for mechanics and material man's liens in conformity with the Texas Property Code §53.052 or as required in other states.
- 22) **Termination.**
- a) This Agreement may be terminated by Telios or Client for any reason by giving 7 days written notice, delivered to the other party by certified mail, return receipt requested, at the addresses shown herein. In the event of termination by either party, or in the event the Project is abandoned or work is otherwise stopped, the Client shall pay Telios, in accordance with the Payment subparagraph noted in Additional Terms and Conditions Section above, for all services rendered through the date of termination, all reimbursable expenses incurred, additional service fees, and costs incurred by reason of such termination, along with reasonable overhead and profit
 - b) IF TELIOS FOR ANY REASON IS NOT ALLOWED TO COMPLETE ALL THE SERVICES CALLED FOR BY THIS AGREEMENT, TELIOS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR CONSTRUCTABILITY OF THE CONSTRUCTION DOCUMENTS PREPARED BY TELIOS IF USED, REUSED, CHANGED OR COMPLETED BY THE CLIENT OR BY ANOTHER PARTY. ACCORDINGLY, THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS TELIOS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONSULTANTS FROM ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OR ALLEGEDLY ARISING FROM SUCH USE, CHANGE OR COMPLETION BY ANY OTHER PARTY OF ANY CONSTRUCTION DOCUMENTS PREPARED BY TELIOS.
- 23) **Miscellaneous Provisions.**
- a) For the purpose of establishing Date Certain, the date of this document shall be used for purposes of calculating Statute of Repose or Statute of Limitation.
 - b) This Agreement and the scope, qualifications, fee, reimbursement schedule, terms and conditions noted herein shall supersede all submitted or executed general, scope-specific or master

- agreements previously submitted, regardless if such language of other document is in contradiction to that noted herein.
- c) Each of Client's written acceptance or acknowledgement of this proposal, issuance or amendment of a purchase order, request for performance thereunder, or any other documentation demonstrating acceptance, constitutes an independent written acceptance of this Agreement by Client.
- 24) **Governing Law.** The Client and Telios agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Texas, without regard to any conflict of law's provisions, which may apply to the laws of other jurisdictions.
- 25) **Venue.** The sole, exclusive and mandatory venue for any disputes arising from or concerning this Agreement shall be in the state or federal courts located in the county where the Telios office issuing this Agreement is located.
- 26) **Waiver.** The waiver of any of the terms or provisions of this Agreement in any one or more instances shall not be deemed a permanent waiver thereof or a waiver of this entire Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.
- 27) **Severability.** If any provision of this Agreement is determined to be unenforceable, the parties intend this Agreement to be enforced as if the unenforceable provisions were not present and any partially valid and enforceable provisions be enforced to the extent that they are enforceable. The balance of the Agreement shall continue in full force and effect.
- 28) **Captions.** The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.

EXHIBIT 4-B

Susan Turrieta

From: Jake Lassman <Jlassman@teliospc.com>
Sent: Friday, January 23, 2026 3:23 PM
To: Susan Turrieta; David Lundberg; Usnik Tuladhar
Cc: Arlis Brodie; Amanda Kirkwood; Brian Hancock
Subject: RE: Lake Pflugerville Scoping information

Susan,

I have reviewed the previously shared documents and have come up with the following scope and fees. Thank you for the opportunity to provide LV services and let me know if you have any questions or comments with the approach below. We will work up an official proposal this weekend and will have it for you on Monday unless you have any concerns.

LV Scope:

- In coordination with the Owner, Police Department and the Design Team, layout exterior surveillance camera locations to cover strategic on the site. All cameras would be monitored by the local police department
- The design and specification of a Category 6/6A horizontal structured cabling system, including the supporting infrastructure, to support wired and wireless data networks within the site from each network connection device to their termination locations in the serving enclosure.
- Limited access control to any parking gates if necessary

A couple of exclusions:

- No background music

Fee:

LV FEE BREAKDOWN BY PHASE	
Phase	Fee
Concept Evaluation	\$ 4,500
Design Development	\$ 7,500
Construction Documents	\$ 13,500
Bidding	\$ 1,500
Construction Administration	\$ 3,000
TOTAL =	\$ 30,000

Thanks,

 **Jake Lassman, EIT, SmartScore AP, WiredScore AP**
PROJECT MANAGER
913.944.2489

From: Brian Hancock <Bhancock@teliospc.com>
Sent: Friday, January 23, 2026 12:50 PM
To: Susan Turrieta <STurrieta@walterpmoore.com>; Amanda Kirkwood <Akirkwood@teliospc.com>; David Lundberg

Exhibit 5 – Studio 8, Architectural

- Scope of Architectural Services

02.06.26

Scope of Work for Lake Pflugerville Park

To: Susan Turrieta, Managing Director
Company: Walter P. Moore
Address: 401 S. 1st Street, Suite 600, Austin, TX 78704

SECTION 1 – SCOPE OF WORK

A. PROJECT PARAMETERS

1. Develop schematic design, design development, construction documents, and construction administration for the following scope:
 - a. Public Restrooms
 1. Men’s and Women’s restrooms separate from the existing restrooms but able to serve the existing and new park/playground areas.
 2. Identity to be consistent with Nature Play and City of Pflugerville Parks signage and branding concepts.
 3. Concepts for refinishing the existing restrooms to be consistent with updated park branding/identity.
 4. Prefabricated structure intended for replicability and consistent identity across all park spaces.
 - b. Shade Structures
 1. May be pre-engineered but the Client has specifically noted that they do not which for us to use USAShade as a manufacturer BOD.
 2. S8A to coordinate with TBG on design and integration of shade structures at playgrounds and trailhead areas.
 - c. Wetland Boardwalk Overlooks
 1. Utilize durable, water-resistant materials to create shaded overlooks throughout the boardwalk system.
 - a. Specifically, *not* wood.
 2. S8A to coordinate with TBG and WPM regarding exact definition of scope within this space following overall design of wetland boardwalk.
 - d. Picnic Area Shade Structure
 1. Shade structures for various locations throughout park for respite and picnicking
 2. Identity to be consistent with Nature Play and City of Pflugerville Parks signage and branding concepts.
 3. Concepts for refinishing the existing restrooms to be consistent with updated park branding/identity.
 4. Scope assumes steel-framed construction
 - a. This may be a prefabricated structure; Studio8 to discuss options with the Client to determine the best approach to achieve their goals regarding replicability and consistent identity across all park spaces.
 - e. Pavilion

1. Large pavilion separate from the existing pavilion for hosting community gatherings and events.
2. Identity to be consistent with Nature Play and City of Pflugerville Parks signage and branding concepts.
3. Concepts for refinishing the existing restrooms to be consistent with updated park branding/identity.
4. Scope assumes steel-framed construction
 - a. This may be a prefabricated structure; Studio8 to discuss options with the Client to determine the best approach to achieve their goals regarding replicability and consistent identity across all park spaces.

B. PROJECT TEAM

1. Studio8 Architects' Designated Representatives are as follows:
 - a. Principal-in-Charge: Robert Byrnes
 - b. Project Manager: Michael Rollins
2. MEP Engineering and Structural Engineering services are assumed to be contracted directly by Walter P. Moore, either in-house or as consultants.

SECTION 2 - SCOPE OF BASIC SERVICES

Owner's approval is necessary to proceed to next phase.

A. SCHEMATIC DESIGN (SD):

1. Kick off meeting with Owner to review budget, schedule and program requirements.
2. Create schematic building plans and elevations with material notes.
3. Coordinate with MEP Engineer to create design criteria, system descriptions and riser diagrams.
4. Coordinate with Structural Engineer to create basic building sections and structural outline.
5. Preliminary building code review with city or jurisdiction to verify code decisions, if required.
6. Meet with Owner to present Schematic Design and review design decisions.

B. DESIGN DEVELOPMENT (DD):

1. Develop package consisting of floor plans, elevations, sections, details and schedules as necessary to describe the scope and quantity of the work.
2. Develop outline specifications.
3. Provide coordination of MEP Engineering services as necessary to produce design development documents including plumbing, electrical and mechanical drawings.
4. Provide coordination of Structural Engineering services as necessary to produce design development drawings including foundation, floor framing and roof framing drawings.
5. Two (2) meetings with Owner to present design development and review design decisions, as needed.
6. One (1) meeting with Owner and designated contractor for potential pricing, if requested by the Owner.

C. CONSTRUCTION DOCUMENTATION (CD):

1. Prepare construction document package consisting of:
 - a. Site plans and details.
 - b. Dimensioned floor plans, unit layouts and plan details.
 - c. Building elevations and elevation details.
 - d. Building sections, stair sections, elevator sections and section details.
 - e. Roof plans and details.
 - f. Window and door types, schedules and hardware.

- g. Final specifications.
 - 2. Provide coordination of MEP Engineering services as necessary to produce construction documents.
 - 3. Provide coordination of Structural Engineering services as necessary to produce construction documents.
 - 4. Issue Construction Document package to Owner for approval.
 - 5. Submit drawings to a local Registered Accessibility Specialist (RAS) as required by Texas Department of Licensing and Regulations (TDLR) for Americans with Disabilities Act (ADA) review.
- D. BIDDING, NEGOTIATING & PERMITTING (BNP):
- 1. Meet with Owner and designated contractors for pricing.
 - 2. Submit drawings to a permit expediter for city or jurisdiction permitting process.
 - 3. Respond to permit comments to achieve a permit.
- E. CONSTRUCTION ADMINISTRATION (CA):
- 1. Issue Addendums, RFP's, RFI's and ASI's as required.
 - 2. Issue and coordinate all MEP related revisions.
 - 3. Issue and coordinate all Structural related revisions.
 - 4. Process contractor submitted submittals.
 - 5. Attend construction meetings every other week in person or via phone.
 - 6. Conduct a project "walk-through" at substantial completion to develop a punch list of items necessary to remedy before completion of the work.

SECTION 3 - COMPENSATION

- A. Compensation will be billed on a lump sum basis unless otherwise noted:

ARCHITECTURAL			
	Schematic Design	Hourly NTE	\$50,200
	Design Development	Hourly NTE	\$64,840
	Construction Documents	Hourly NTE	\$77,820
	Bidding	Hourly NTE	\$9,440
	Permitting	Hourly NTE	\$7,400
	Construction Administration	Hourly NTE	\$66,741
	Architectural Total		\$275,901

****Governmental Fees & Reimbursables are in addition and not included in this total****

- B. If the services of Studio8 Architects are changed as described in Section 5.D., Studio8 Architects' compensation shall be adjusted. Such adjustment shall be calculated as described below in the Hourly Rate Sheet. Invoices for changes to the services of Studio8 Architects shall be presented at the same intervals as those for basic services included in this Agreement.
- 1. See Exhibit "A" Hourly Rate Sheet

Exhibit "A"

Hourly Billing Rates

January 1, 2025 – December 31, 2025

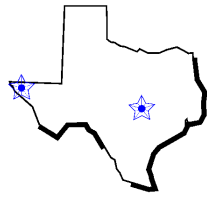
Principal 1	\$	240.00
Principal 2	\$	220.00
Principal 3	\$	195.00
Senior Architect/Designer	\$	195.00
Architect/Designer 1	\$	180.00
Architect/Designer 2	\$	170.00
Architect/Designer 3	\$	155.00
Architect / Designer 4	\$	145.00
Architect / Designer 5	\$	135.00
Administrative	\$	100.00
Intern	\$	80.00

Note 1: Hourly Billing Rates include Office Overhead, Employee Salary and Benefits, and Company Profits.

Note 2: These Hourly Billing Rates are applicable through December 31, 2025. Rates are subject to change thereafter on January 1, 2026.

Exhibit 6 – Zamora Surveying

- 6-A, Beach Scope of Services
- 6-B, Boardwalk and Trailhead Scope of Services



ZWA

Zamora, L.L.C.

**State-wide Professional Land Surveying
Offices in Buda and El Paso Texas**

January 23, 2026

Susan Turrieta, P.E./Managing Director/Civil Engineering
Senior Engineer
Walter P Moore
401 South 1st Street, Suite 600,
Austin, TX 78704
STurrieta@walterpmoore.com

RE: Lake Pflugerville Beach Project

Zamora, LLC (ZWA) is pleased to submit this scope of services and fee schedule for providing professional services for the preparation of a Boundary Survey, Benchmark Control, Topographic, Utility, Tree and Bathymetric Surveys as shown on Exhibit "A".

ASSUMPTIONS

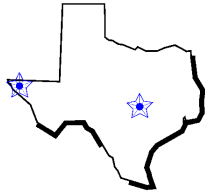
1. Existing Project Control shall be utilized if available and to be used as reference for additional control or benchmarks. Additional new control shall be established using NAVD 88, using the Geoid 12B.
2. CAD template files shall be provided by engineer, if required.
3. Right of entry will be granted from owner and/or agent to access property.
4. As-builts of existing infrastructure shall be provided.

SCOPE OF SERVICES FOR BOUNDARY, CONTROL, TOPOGRAPHIC, UTILITY, TREE AND BATHYMETRIC SURVEY:

1. **Coordinate:** ZWA will coordinate with Walter P Moore for meetings (if needed), project communication and status.
2. **Research – Abstract Map Preparation:** ZWA will perform research within the Williamson County Clerk's files for vesting deeds, Right-of-Way (ROW) Maps, recorded subdivision plats, and available recorded easements within survey project limits. ZWA will also obtain Williamson County Appraisal District current available tax plats and ownership information. ZWA will produce a base map with approximate ROW and Boundary lines from record information obtained from research.
3. **Project Horizontal and Vertical Control:** ZWA shall use existing survey control to establish any additional control setting 5/8" inch iron rods with ZWA caps, as site depicts. Any new Horizontal control shall be referenced to NAD-83 (EPOCH:2011), Texas Plane Coordinate System, Central Zone (4203). New Vertical control shall be based on NAVD 88, using the Geoid 12B. ZWA anticipates establishing a total of four (4) primary control points.

ZWA

Texas Firm No. 10062700
1425 South Loop 4
Buda, Texas 78610
512-295-6201
www.zwa-texas.com



ZWA

Zamora, L.L.C.

**State-wide Professional Land Surveying
Offices in Buda and El Paso Texas**

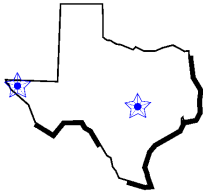
4. **Boundary Survey:** ZWA shall research site to produce an abstract map to investigate and show the property boundary lines and right of way lines for the area as shown on Exhibit "A". ZWA will locate or relocate record information and found monuments in order to re-create the boundary of said tracts. ZWA will show the final boundaries as analyzed
5. **Tx811 Utility Survey:** ZWA shall contact Texas 811 to mark all utilities within said project area. ZWA shall locate and map all paint marks indicated by the area as shown on Exhibit "A". ZWA anticipates that we shall be provided with an as-built of the Storm, Wastewater, Water, Gas, Electric, Cable, Overhead lines and Fiber lines. For wastewater, storm or water lines that extend outside the survey project limits, ZWA shall locate the next manhole along the line and provide the top of rim elevation with inverts, if applicable.
6. **Topographic/Trees/As-Built Survey:** ZWA shall collect visible improvements and natural ground elevations at approximately 50-foot intervals within the survey project limits to provide a detailed DTM model with 1-foot contours. All Trees 8 inches and greater shall be located and mapped. This data shall include but is not limited to: grade breaks, edge of pavement, crown of road, signs, curb and gutter, building corners, driveways, sidewalks, fences, guardrails, retaining walls, wastewater structures and drainage structures (noting size, material and flowline elevation), manholes with inverts, pipe sizes and directions.
7. **Bathymetric/Hydrographic Survey:** ZWA shall measure and map the underwater features of the areas covered by water at approximately 50-foot intervals. ZWA shall incorporate the under water mapping onto the overall Topographic Survey. This task shall be based on the primary control established based on NAVD88.
8. ZWA shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors and Texas Society of Professional Surveyors Manual of practice for surveying.
9. Proper traffic control devices in accordance with the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD) shall be used when instruments/equipment are on or adjacent to the roadway. A set of warning signs shall be used to warning of survey crews working in or next to the roadway and should measure 48" x 48" when working on major highways.
10. **QA/QC-Final Deliverable:** ZWA shall provide Quality Assurance / Quality Control of survey field, office data and files upon completion.

PROJECT DELIVERABLES

- 2D and 3D planimetric/DTM CAD files (Topographic Surveys) as shown on Exhibit "A"
- Signed/Sealed map of Overall Survey
- Project Photos

ZWA

Texas Firm No. 10062700
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www.zwa-texas.com



ZWA

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Offices in Buda and El Paso Texas**

FEE SCHEDULE (LUMP SUM)

Surveying Services Fee for Items 1-10

\$ 45,230.00

Complaints with the Professional Land Surveying Services provided by Zamora, L.L.C can be directed to:

***Texas Board of Professional Engineers and Land Surveyors, (TBPELS)
1917 S I-35 Frontage Road, Austin, Texas 78741, Phone (512) 440-7723***

**(SEE) TBPELS - TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES
CONCERNING PRACTICE AND LICENSURE –**

Subchapter J. Prohibited Practices and Disciplinary Procedures:

This proposal for surveying services is valid only for the services indicated hereon. Any additional services will be billed on a time and material basis or under a separate lump sum fee agreeable to both ZWA and Client. This proposal is valid for fifteen (15) days upon receipt.

Sincerely,

Zamora, L.L.C.

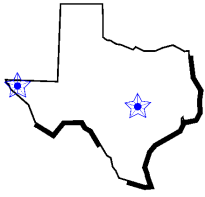
Accepted:

G. Rene Zamora, R.P.L.S.

By: _____

ZWA

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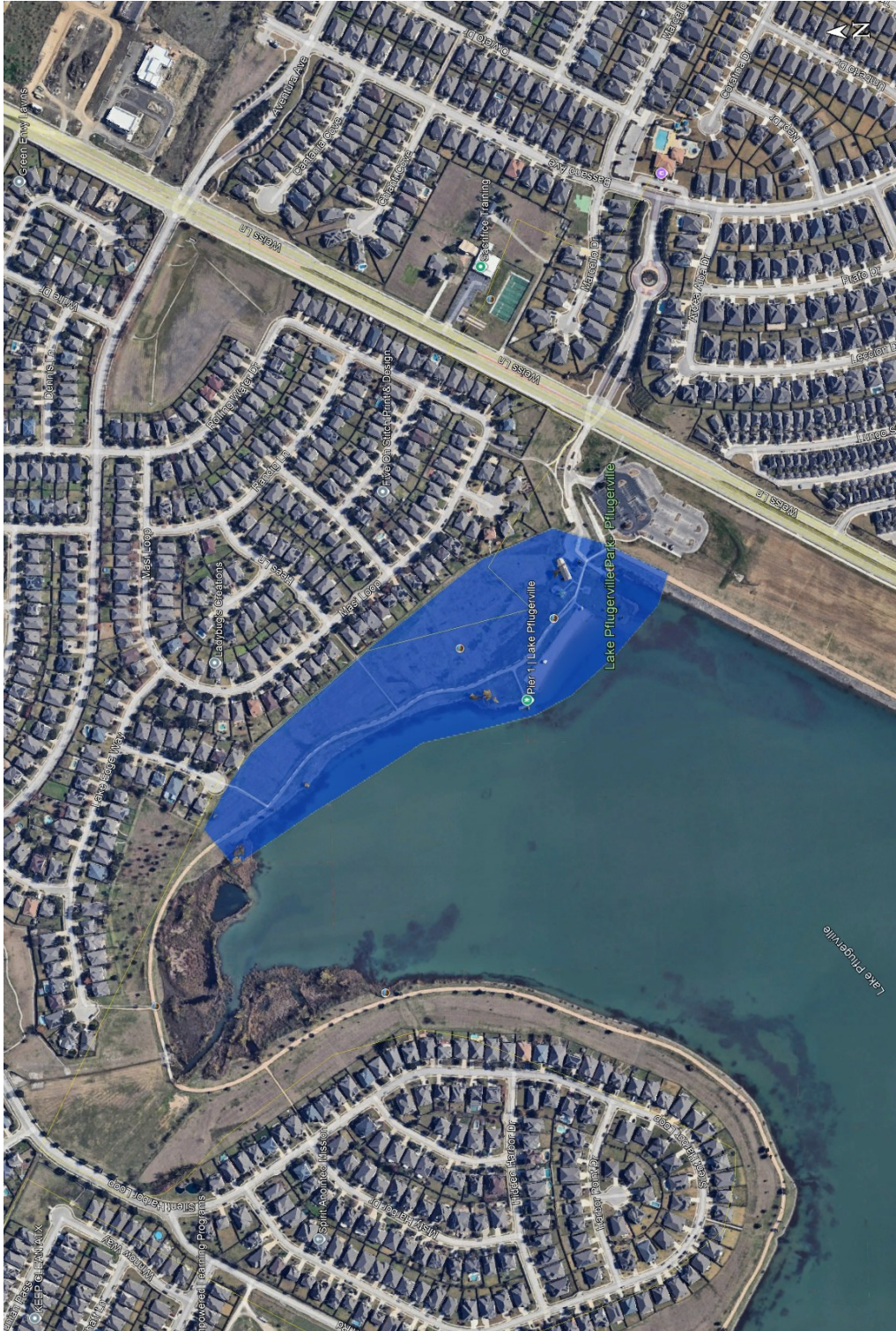


ZWA

Zamora, L.L.C.

**State-wide Professional Land Surveying
Offices in Buda and El Paso Texas**

EXHIBIT "A"



ZWA

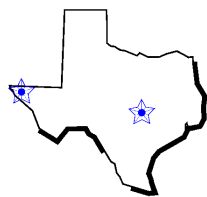
Texas Firm No. 10062700

1425 South Loop 4

Buda, Texas 78610

512-295-6201

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ZWA

Zamora, L.L.C.

**State-wide Professional Land Surveying
Offices in Buda and El Paso Texas**

January 23, 2026

Susan Turrieta, P.E./Managing Director/Civil Engineering
Senior Engineer
Walter P Moore
401 South 1st Street, Suite 600,
Austin, TX 78704
STurrieta@walterpmoore.com

RE: Lake Pflugerville Trailhead and Boardwalk Project

Zamora, LLC (ZWA) is pleased to submit this scope of services and fee schedule for providing professional services for the preparation of a Boundary Survey, Benchmark Control, Topographic, Utility, Tree and Bathymetric Surveys as shown on Exhibit "A".

ASSUMPTIONS

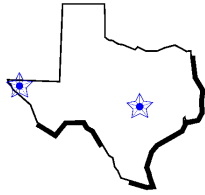
1. Existing Project Control shall be utilized if available and to be used as reference for additional control or benchmarks. Any additional new control shall be established using NAVD 88, using the Geoid 12B.
2. CAD template files shall be provided by engineer, if required.
3. Right of entry will be granted from owner and/or agent to access property.
4. As-builts of existing infrastructure shall be provided.

SCOPE OF SERVICES FOR BOUNDARY, CONTROL, TOPOGRAPHIC, UTILITY, TREE AND BATHYMETRIC SURVEY:

1. **Coordinate:** ZWA will coordinate with Walter P Moore for meetings (if needed), project communication and status.
2. **Research – Abstract Map Preparation:** ZWA will perform research within the Williamson County Clerk's files for vesting deeds, Right-of-Way (ROW) Maps, recorded subdivision plats, and available recorded easements within survey project limits. ZWA will also obtain Williamson County Appraisal District current available tax plats and ownership information. ZWA will produce a base map with approximate ROW and Boundary lines from record information obtained from research.
3. **Project Horizontal and Vertical Control:** ZWA shall use existing survey control to establish any additional control setting 5/8" inch iron rods with ZWA caps, as site depicts. Any new Horizontal control shall be referenced to NAD-83 (EPOCH:2011), Texas Plane Coordinate System, Central Zone (4203). New Vertical control shall be based on NAVD 88, using the Geoid 12B. ZWA anticipates establishing a total of four (4) primary control points.

ZWA

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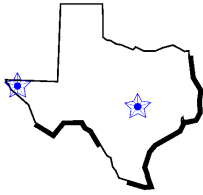
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- Signed/Sealed map of Overall Survey
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ZWA

Zamora, L.L.C.

**State-wide Professional Land Surveying
Offices in Buda and El Paso Texas**

FEE SCHEDULE (LUMP SUM)

Surveying Services Fee for Items 1-10

\$ 55,380.00

Complaints with the Professional Land Surveying Services provided by Zamora, L.L.C can be directed to:

***Texas Board of Professional Engineers and Land Surveyors, (TBPELS)
1917 S I-35 Frontage Road, Austin, Texas 78741, Phone (512) 440-7723***

**(SEE) TBPELS - TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES
CONCERNING PRACTICE AND LICENSURE –**

Subchapter J. Prohibited Practices and Disciplinary Procedures:

This proposal for surveying services is valid only for the services indicated hereon. Any additional services will be billed on a time and material basis or under a separate lump sum fee agreeable to both ZWA and Client. This proposal is valid for fifteen (15) days upon receipt.

Sincerely,

Zamora, L.L.C.

Accepted:

G. Rene Zamora, R.P.L.S.

By: _____

ZWA

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1425 South Loop 4
Buda, Texas 78610
512-295-6201
www.zwa-texas.com*

Exhibit 7 – Balcones Geotechnical

- Geotechnical Scope of Services



Ms Susan Turrieta, PE
Walter P Moore
401 South 1st Street, Suite 600
Austin, Texas 78704

Proposal No. 0126-004
January 23, 2026

**Proposal for Geotechnical Investigation
Lake Pflugerville Park Phase 2
Pflugerville, Texas**

Balcones Geotechnical, LLC (Balcones) is pleased to submit this proposal to perform a geotechnical investigation for the above referenced project. Our understanding of the project is based on the information provided by you. We have received the conceptual scoping documents and discussed the project with you.

Although designs are conceptual at this time, the project will include improvements to the existing parking including a new trailhead, parking facilities, public restroom, shade structures, boardwalk with covered overlooks, and beach expansion.

The geotechnical investigation and report for this project will include field, laboratory, and engineering phases. The following sections of this proposal include the scope of our services in three study phases, a cost estimate, an estimated schedule, and proposed terms and conditions.

Field Investigation

Geologic mapping and nearby boring experience indicate the site is mostly underlain by highly plastic, potential expansive clay of the Taylor Group. Based on our understanding of the proposed construction and the preliminary stage of the project, we propose the following drilling scope.

Borings	Proposed Boring Depth (ft)	Total Drilling Footage (ft)
B-1 through B-5	20 ft	100
B-6 through B-10	30 ft	150
TOTAL		250 ft

Borings will be drilled using truck mounted drilling rig equipped with augering and sampling techniques. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D1586). Rotary rock coring will be performed in general accordance with ASTM D2113. Boreholes will be backfilled with a mixture of soil cuttings and bentonite, and capped with cold-patch asphalt when drilled through pavements.



Laboratory Testing

Laboratory testing will be performed on recovered and auger samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), and unconfined compression strength testing of soil and shale samples. The actual laboratory program may be modified depending on the type of soils and rock encountered.

Engineering Report

Engineering analyses of the results of the field and laboratory data will be made to develop recommendations for pavement thickness design. Our final report of the investigation will include the following:

1. General subsurface conditions, including boring logs with descriptions of strata, summaries of laboratory test results, and water levels obtained at the time of drilling;
2. Boring location plan;
3. Foundation recommendations for small amenity structures such as restrooms and shade structures;
4. Flexible pavement thickness design and construction recommendations based on provided traffic loading information;
5. Recommendations for embankment slopes and/or retaining walls generally less than 6 ft tall along trail and beach improvement areas; and
6. General comments regarding construction and for earthwork.

One electronic copy (PDF) will be submitted unless otherwise requested.

Cost Estimate

Based on the scope of work outlined herein, our estimated fee is itemized on Attachment 1. The cost estimate is based on the following:

1. Borings will be drilled using a truck-mounted drilling rig in accessible areas.
2. We will notify Texas 811 at least 72 hours prior to drilling. If any existing utility plans are available, we request to review these prior to mobilization of the drilling rig.
3. Borings will be drilled during the normal work day, and normal work week.
4. Boring locations will be staked using a hand-held GPS device and measuring distances from existing site features. Boring locations should be considered approximate.



The estimated fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the estimated fee will not be exceeded without the client's prior authorization.

Schedule

Weather and site conditions permitting, field operations can start within 1 to 2 weeks after formal authorization to proceed. Borings will take 3 days to complete. Laboratory testing and reporting will take another 3 to 4 weeks following completion of the field exploration. We will keep you verbally informed of our findings as they become available.

Terms and Conditions

The attached Schedule TC-01 describes general contractual conditions including identification of client, on-site responsibilities and risks, warranty, invoicing procedures, and record and sample maintenance.

* * *

To indicate acceptance of this proposal, please sign the signature block to indicate your acceptance of the Terms and Conditions set out herein. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call if we can answer any questions or if you would like to discuss this proposal.

Sincerely,

Balcones Geotechnical, LLC
TBPE Firm Reg. F-15624

Rebecca A. Russo, P.E.
Senior Geotechnical Engineer

Attachments:

- Attachment 1 – Geotechnical Cost Breakdown
- Schedule TC-01

CLIENT:

Authorizing Signature

Firm Name

Typed Name and Title

Date

**Attachment 1 - Geotechnical Cost Estimate
Lake Pflugerville Park Phase 2
Pflugerville, TX**

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Field Coordination (Staking of Borings, One-Call, Drilling Assignment, Traffic Control Plan)	8	hr	\$ 95.00	\$ 760.00
	Transportation Cost - Trip Charge	1	trip	\$ 65.00	\$ 65.00
	Project Management (Senior Geotechnical Engineer)	2	hr	\$ 225.00	\$ 450.00
				1.1 Subtotal	\$ 1,275.00
1.2 Drilling and Sampling					
	Mobilization (drill rig and support equipment)	1	ea	\$ 650.00	\$ 650.00
	Drilling and Sampling (Soil Boring)	225	ft	\$ 28.00	\$ 6,300.00
	Drilling and Sampling (Shale Coring)	50	ft	\$ 34.00	\$ 1,700.00
	Backfill boreholes	250	ft	\$ 8.00	\$ 2,000.00
	Logger	30	hr	\$ 85.00	\$ 2,550.00
	Transportation Cost - Trip Charge (Logger)	3	trip	\$ 65.00	\$ 195.00
	Pedestrian Traffic Control	0	day	\$ 1,500.00	\$ -
				1.2 Subtotal	\$ 13,395.00
				Field Exploration TOTAL:	\$ 14,670.00
2 Laboratory Soil Testing					
	Atterberg Limits	12	ea	\$ 85.00	\$ 1,020.00
	Grain Size Analysis (Includes Percent Passing #200 Sieve)	12	ea	\$ 75.00	\$ 900.00
	Unconfined Compressive Strength	8	ea	\$ 75.00	\$ 600.00
	Lab Manager	2	hr	\$ 85.00	\$ 170.00
				Laboratory Testing TOTAL:	\$ 2,690.00
3 Engineering and Report					
	Principal Review	2	hr	\$ 225.00	\$ 450.00
	Senior Geotechnical Engineer	6	hr	\$ 175.00	\$ 1,050.00
	Graduate Engineer	20	hr	\$ 120.00	\$ 2,400.00
	Drafting and Administrative	4	hr	\$ 85.00	\$ 340.00
				Engineering TOTAL:	\$ 4,240.00
	Project Total				\$ 21,600.00

**SCHEDULE TC-01
GENERAL TERMS AND CONDITIONS FOR TECHNICAL SERVICES****1. Parties to These General Terms and Conditions**

CLIENT is the entity which authorizes performance of services by Balcones Geotechnical (CONSULTANT), its employees, officers, agents, subcontractors and sub consultants (including affiliated corporations).

2. Standard of Care

CONSULTANT will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or other instrument of service.

3. Standard Procedures

Consistent with the applicable standard of care, CONSULTANT has developed and follows a variety of standard procedures intended to achieve completeness of service, appropriate quality, and prompt detection and correction of errors and omissions before instruments of service are issued to CLIENT or other parties designated by CLIENT, CONSULTANT's procedures are dynamic. The individuals applying them are empowered to institute the changes needed to accommodate their individual styles and preferences, to achieve outcomes that maintain uniform quality criteria despite the differing work styles and preferences of the professionals involved. In addition, CONSULTANT's standard procedures, including those that are individually modified, are subject to adjustment on each project or on elements of a project, as the professional applying such procedures deems fit.

4. Field Operations

- 4.1 Right-of-Entry. CLIENT shall provide for CONSULTANT's right to enter from time to time property owned by CLIENT and/or other(s) in order for CONSULTANT to fulfill the scope of service indicated hereunder. CLIENT recognizes that CONSULTANT's use of exploratory equipment may cause some damage to the grounds, and understands that the correction of such damage is not part of this AGREEMENT.
- 4.2 Hazardous Materials. CLIENT will provide CONSULTANT with all information in CLIENT's possession, control or knowledge as to the potential occurrence of hazardous materials, or Biological Pollutants at the site of the field work. If unanticipated hazardous materials or Biological Pollutants are encountered, CONSULTANT may demobilize its field operations at CLIENT's expense. Remobilization will proceed following consultation with CONSULTANT's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
- 4.3 Buried Utilities. CONSULTANT will perform research to locate utility lines and other man-made objects that may exist beneath the site's surface. CLIENT recognizes that, despite due care, CONSULTANT may be unable to identify the location of all subsurface utility lines and man-made objects, and information obtained by CONSULTANT may contain errors or be incomplete. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from damage to or contact with buried utility lines or other buried man-made objects that were not called to CONSULTANT's attention or which were not properly located on drawings furnished to CONSULTANT.
- 4.4 Site Safety. CONSULTANT is not responsible for the job site safety of others, nor does CONSULTANT have stop-work authority over work by others. CONSULTANT will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of which it is notified.
- 4.5 Safety Hazard. If CONSULTANT finds a site condition that it believes to be a safety hazard, CONSULTANT may undertake immediate action as it deems prudent or necessary.

5. Drill Cuttings and Fluids

Drill cuttings and fluids will be disposed of on-site at the completion of drilling activities. If any other disposal protocol is required by CLIENT, it will be performed at additional cost.

6. Disposal of Samples

All soil, rock water, and other samples obtained from the project site are CLIENT's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, CONSULTANT shall preserve such samples for no longer than forty- five (45) calendar days after CONSULTANT's issuance to the CLIENT of the initial instrument of professional service that relates data obtained from them.

7. Compliance with Codes and Standards

CONSULTANT shall observe those publicly announced federal, state, and local codes, standards, statutes, and regulations applicable at the time CONSULTANT renders service. CONSULTANT shall access the impact of any change to such code, standard, statute, or regulation and if, in CONSULTANT's professional opinion, the impact affects CONSULTANT's services, fees, expenses, anticipated completion date, or other significant concern, a changed condition will exist and shall be dealt with accordingly.

8. Governing Law

Unless otherwise provided, the substantive law of the state of Texas will govern the validity of the AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

9. Defects in Service

CLIENT and CLIENT's personnel and contractors shall promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT's services, to help CONSULTANT take those prompt, effective measures that in CONSULTANT's opinion will help minimize the consequences of any such defect.



10. Termination

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall within thirty (30) calendar days of termination pay CONSULTANT's fees for services rendered and costs incurred, in accordance with CONSULTANT's prevailing fee schedule and expense reimbursement policy. These fees and costs shall include those outstanding at the time of termination, as well as those reasonably stemming from termination and post-termination activities, including, but not limited to, demobilization, schedule modification, personnel reassignment, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

11. Indemnification

CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by CONSULTANT's negligent performance of the services. CONSULTANT shall in no case be required to pay an amount disproportionate to CONSULTANT's negligence, nor shall CONSULTANT be required to pay any amount or sum levied against CLIENT to recognize more than actual and/or reasonable damages.

12. Hold Harmless

CLIENT agrees to hold CONSULTANT harmless to the fullest extent permitted by law under the specific circumstances indicated elsewhere in this AGREEMENT. To meet this obligation when called for, CLIENT agrees to: a) Waive any claim against CONSULTANT for the circumstances involved, with "any claim" being defined to mean "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability." b) Indemnify and defend CONSULTANT for any claims for injury or loss alleged to have arisen from the circumstance involved.

13. Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total aggregate liability to CLIENT is limited to \$50,000 or the CONSULTANT's fee, whichever is lower, for any and all injuries, damages, claims, losses, expenses arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

14. Severability

CLIENT and CONSULTANT have entered into this AGREEMENT to communicate mutual understandings and responsibilities to one another. Any provision of this AGREEMENT that violates a statute or regulation shall be deemed void, and all remaining provisions shall continue in force. CLIENT and CONSULTANT shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses the issues covered by the original provision.

15. Third Party Exclusion

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and CONSULTANT, except such other rights as may be specifically called for herein.

16. Consequential Damages

CLIENT shall not be liable to CONSULTANT and CONSULTANT shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of: the nature of the fault; or whether it was committed by CLIENT or CONSULTANT, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

17. Independent Consultant Status

Except as may otherwise be noted herein, CONSULTANT shall serve as CLIENT's independent consultant and shall provide those services indicated herein. Irrespective of any assignability provisions, CONSULTANT may retain subcontractors to perform services CONSULTANT customarily has performed by subcontractors and, should CONSULTANT determine it appropriate or necessary to rely on a subcontractor when it is not customary to do so, CONSULTANT shall obtain prior written approval or subsequent written confirmation from CLIENT.

18. Insurance

CONSULTANT maintains worker' compensation and employer's liability insurance of a form and in the amount required by state law, general liability with an aggregate limit of two million dollars (\$2,000,000), and professional liability insurance with a limit of one million dollars (\$1,000,000). CLIENT recognizes that the insurance market can be erratic and that no consultant can guarantee an ability to maintain the coverage indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of prudent business practices, and will notify CLIENT of any change in coverage no later than 10 calendar days after CONSULTANT becomes aware of such changes. If any of CONSULTANT's coverage is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require significantly increased premium when compared to prior coverage, CONSULTANT and CLIENT will confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

19. Payment

CONSULTANT's invoices will be approved by CLIENT and presented by CLIENT to Owner. CLIENT will pay CONSULTANT amounts due promptly after Owner pays CLIENT. Notwithstanding any action or inaction by Owner, CLIENT will make every attempt to assure that all CONSULTANT's un-disputed invoiced amounts will be paid within sixty (60) calendar days of the invoice.

Exhibit 8 – Project Fee

Task	Sr Principal \$ 415	Principal \$ 370	Chief Hydrologist \$ 350	Managing Director \$ 350	Team Director \$ 340	Sr. PM \$ 330	Sr Eng \$ 280	Eng \$ 210	Grad Eng \$ 185	Sr GIS \$ 255	GIS \$ 195	Sr Designer \$ 270	CAD Mgr \$ 265	Sr CAD Tech \$ 180	CAD Tech \$ 150	Eng Intern \$ 140	Project Acct \$ 170	Admin Asst \$ 135	Total Hours	Labor Budget	Sub-Consultant Direct Cost	Total Budget
Task 1: Project Administration and Coordination Services																						
Project Kickoff Meeting	2				2	4													8	\$ 2,830		
Monthly Invoicing and Reporting (24 months)						24											24		48	\$ 12,000		
Schedule Management									12										12	\$ 2,220		
Alternative Concept Meetings with City (2 meetings)	2					4			4										10	\$ 2,890		
Public Engagement (1 meeting) Public Survey development	1					2			4										7	\$ 1,815		
Pre Application Conference (1 meeting)						2			2										4	\$ 1,030		
Comment Resolution Meetings (3 meetings, 30, 60, 90%)																			0	\$ -		
Subtotal	5	0	0	0	2	36	0	0	22	0	0	0	0	0	0	0	24	0	89	\$ 22,785	\$ -	\$ 22,785
Task 2: Feasibility Evaluation and Preliminary Engineering Report (12 weeks)																						
Data Collection and Review						4			16							4			24	\$ 4,840		
Site Visits (2)					8				8										16	\$ 4,200		
Feasibility assessment						4			8							4			16	\$ 3,360		
Civil Design development (concept/alternatives)						8			16										24	\$ 5,600		
Parking gate access development						4			4										8	\$ 2,060		
Scope SD8 Diagnostics Condition Assessment of Bulkhead and Pier	1					4		12	26										43	\$ 9,065		
Utility Stakeholder coordination					2				8										10	\$ 2,160		
Regulatory review /permitting						1			2										3	\$ 700		
Develop ROM for construction cost						4			8							4			16	\$ 3,360		
Develop recommendations	2					4			6										12	\$ 3,260		
Create Exhibits									2					40		8			50	\$ 8,690		
Generate report						4			8							4			20	\$ 4,720		
Internal QAQC	4				4														8	\$ 3,020		
Draft submittal package									4									4	8	\$ 1,280		
address comments	1					4			16							2			39	\$ 7,855		
Final submittal	1					2			8										11	\$ 2,555		
Presentation to council or board	4				4				4										12	\$ 3,760		
Subtotal	13	0	0	0	22	51	0	12	144	0	0	0	0	56	0	26	0	4	328	\$ 73,125	\$ 146,200	\$ 219,325
Task 4: Environmental Services																						
Task 2 - Phase I ESA (Siglo)						2													2	\$ 660	\$ 4,800	
Task 3 - Wetland Delineation Study						2													2	\$ 660	\$ 7,800	
Task 4 - Section 404 Permitting Memorandum						2													2	\$ 660	\$ 3,100	
Subtotal	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	6	\$ 1,980	\$ 15,700	\$ 17,680
Task 5: Surveying Services																						
Zamora Surveying Beach						1													1	\$ 330	\$ 45,230	
Zamora Surveying Boardwalk trailhead						1													1	\$ 330	\$ 55,380	
Subtotal	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	\$ 660	\$ 100,610	\$ 101,270
Task 6: Geotechnical Engineering Services																						
Balcones Geotechnical						2													2	\$ 660	\$ 21,600	
Subtotal	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	\$ 660	\$ 21,600	\$ 22,260
Task 7: Drainage Design Services (NIC)																						
Drainage calcs included in task 10																			0	\$ -		
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 8: Stormwater Management Plan (NIC)																						
BMPs included in task 10, Contractor to secure SW3P																			0	\$ -		
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 9: Tree Preservation Services																						
Task 1 - Tree Inventory with Arborist Oversight (Siglo)						2													2	\$ 660	\$ 5,950	
Subtotal	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	\$ 660	\$ 5,950	\$ 6,610

Task	Sr Principal \$ 415	Principal \$ 370	Chief Hydrologist \$ 350	Managing Director \$ 350	Team Director \$ 340	Sr. PM \$ 330	Sr Eng \$ 280	Eng \$ 210	Grad Eng \$ 185	Sr GIS \$ 255	GIS \$ 195	Sr Designer \$ 270	CAD Mgr \$ 265	Sr CAD Tech \$ 180	CAD Tech \$ 150	Eng Intern \$ 140	Project Acct \$ 170	Admin Asst \$ 135	Total Hours	Labor Budget	Sub-Consultant Direct Cost	Total Budget
Task 10: Submittal Requirements - Design Documents Phase (60% & 90%)																						
Monthly Meetings	8				16	32			24								8		88	\$ 25,120		
PS&E Development 60% (10 weeks)																						
Plans																			0	\$ -		
a) Title sheet														4					4	\$ 720		
b) Standard and special construction notes														8					8	\$ 1,440		
c) Existing site plan (limits of construction)						1			4					8					13	\$ 2,510		
d) Erosion Control and sedimentation plans and details														8					8	\$ 1,440		
e) Demolition plan									6					13					19	\$ 3,450		
f) Proposed site plan					4	8			24					60					96	\$ 19,240		
g) Elevations/Sections														40					40	\$ 7,200		
h) Site grading														6					6	\$ 1,080		
i) Site drainage, water quality and LID (calculations)					6	8			32					16					62	\$ 13,480		
j) Structural	3				7	16			64					48		15			153	\$ 31,485		
k) Standard and Special details					4	8			16					16					44	\$ 9,840		
l) Traffic control plan and details														4					4	\$ 720		
m) Parking	2				8				24					16					50	\$ 10,870		
Specifications																			0	\$ -		
a) Standard technical specifications					2	4			20								4		30	\$ 6,380		
b) Special specifications					4	8			24										36	\$ 8,440		
Construction schedule including					2	12			48										62	\$ 13,520		
a) permitting																			0	\$ -		
b) equipment procurement																			0	\$ -		
c) Power/utility establishment																			0	\$ -		
d) Construction																			0	\$ -		
EOPCC (20% contingency)					4	16			40					24			8		92	\$ 19,720		
QAQC Internal review	8				14														22	\$ 8,080		
60% submittal package						6			12					16			6		40	\$ 7,890		
Comment Resolution Meeting	1					3			6										10	\$ 2,515		
PS&E Development 90% (8 weeks)																						
Address comments from 60% submittal					4	6			2										12	\$ 3,710		
Civil Plans - complete set					6	24			40					40					110	\$ 24,560		
Structural Plans - complete set	1					8			16					24			5		54	\$ 11,185		
Specifications					1	6			24							8			39	\$ 7,880		
a) Front End Documents																			0	\$ -		
b) Technical Specifications																			0	\$ -		
Construction schedule complete						2			4										6	\$ 1,400		
Engineers Opinion of Probable Construction Cost (10% contingency)					1	2			8					12					23	\$ 4,640		
QAQC Internal review	4				6														10	\$ 3,700		
90% submittal package					1	8			24					16			6		55	\$ 11,110		
Comment Resolution Meeting	1					3			6										10	\$ 2,515		
Permitting (9 months)																						
Subconsultants 60%-90%						16			32					24					72	\$ 15,520		
TBG - Design Development 30%-90%					2														2	\$ 680	\$ 75,000	
Siglo Group Design Development 30%-90%					2														2	\$ 680	\$ 12,000	
Telios MEP					2														2	\$ 680	\$ 33,750	
Telios LV					1														1	\$ 340	\$ 7,500	
Balcones Geotechnical					2														2	\$ 680	\$ 21,600	
Studio 8					2														2	\$ 680	\$ 64,840	
Subtotal	28	0	0	0	101	197	0	0	500	0	0	0	0	403	0	23	25	12	1289	\$ 285,100	\$ 248,190	\$ 533,290
Task 10: Design Documents PS&E 100% (4 weeks)																						
Task Management (meetings, monthly reports, sub coordination)	1				1	2											2		6	\$ 1,755		
Address comments from 90% submittal						6			8										14	\$ 3,460		
Civil Plans - complete set						4			8					24		4			40	\$ 7,680		
Structural Plans - complete set						8			8										16	\$ 4,120		
Specifications - complete set						2			8					16		4			30	\$ 5,580		
a) Contract documents																			0	\$ -		
b) Technical Specifications																			0	\$ -		
Construction schedule						1			4										5	\$ 1,070		
EOPCC (0% contingency)						4			8					4		4			20	\$ 4,080		
Permitting						8			16					24		8			56	\$ 11,040		
QAQC Internal review	2				4														6	\$ 2,190		
Issue Bid set						2								16		8			26	\$ 4,660		
Subconsultants 100%																						
TBG Construction Documents					2														2	\$ 680	\$ 85,000	
Sigli Group Construction Documents Permitting					2														2	\$ 680	\$ 15,000	
Telios MEP					1														1	\$ 340	\$ 60,750	
Telios LV					1														1	\$ 340	\$ 13,500	
Studio 8					2														2	\$ 680	\$ 77,820	
Subtotal	3	0	0	0	13	37	0	0	60	0	0	0	0	84	0	28	2	0	227	\$ 48,355	\$ 252,070	\$ 300,425

Task	Sr Principal \$ 415	Principal \$ 370	Chief Hydrologist \$ 350	Managing Director \$ 350	Team Director \$ 340	Sr. PM \$ 330	Sr Eng \$ 280	Eng \$ 210	Grad Eng \$ 185	Sr GIS \$ 255	GIS \$ 195	Sr Designer \$ 270	CAD Mgr \$ 265	Sr CAD Tech \$ 180	CAD Tech \$ 150	Eng Intern \$ 140	Project Acct \$ 170	Admin Asst \$ 135	Total Hours	Labor Budget	Sub-Consultant Direct Cost	Total Budget	
Task 11: Bid Phase Services (6 weeks)																							
Prepare bid proposal.						2			4											6	\$ 1,400		
Pre-Bid conference						2			4											8	\$ 2,080		
Answer bidders' questions	1					1														8	\$ 2,735		
Issue Addendums									16					16						40	\$ 8,480		
Open bids						1														2	\$ 670		
Review bids accuracy, and recommend award	1					1			6											12	\$ 3,185		
Subconsultants																				0			
TBG Bidding and Procurement																				0	\$ -	\$ 15,000	
Siglo Group																				0	\$ -		
Telios MEP																				0	\$ -	\$ 20,250	
Telios LV																				0	\$ -	\$ 1,500	
Studio 8																				0	\$ -	\$ 9,440	
Subtotal	2	0	0	0	5	23	0	0	30	0	0	0	0	16	0	0	0	0	76	\$ 18,550	\$ 46,190	\$ 64,740	
Task 12: Construction Administration (18 months)																							
Pre-Construction Meeting						2			4											6	\$ 1,400		
Bi-weekly meetings (27 meetings)					12	27			27											66	\$ 17,985		
Request for Information	2					4			24											30	\$ 6,590		
Shop Drawing Review						8			40							24				72	\$ 13,400		
Materials Testing Review									16											16	\$ 2,960		
Chang Orders	2								40											42	\$ 8,230		
Field Reports						24			24								8			56	\$ 13,480		
Payment Applications						18														18	\$ 5,940		
Site visits (18)					9	9			18							16				52	\$ 11,600		
Substantial Completion	2					4			16											22	\$ 5,110		
Final Completion	2																			2	\$ 830		
As-built Dwgs						8			32					40		4				84	\$ 16,320		
Structural	2					12			24					8		4				50	\$ 11,230		
Parking						4			12							2				18	\$ 3,820		
Subconsultants																				0	\$ -		
TBG Const Observation						2														2	\$ 660	\$ 45,000	
Siglo Group Const Observation						2														2	\$ 660	\$ 16,000	
Telios MEP						2														2	\$ 660	\$ 20,250	
Telios LV						2														2	\$ 660	\$ 3,000	
Studio 8						2														2	\$ 660	\$ 66,741	
Subtotal	10	0	0	0	21	130	0	0	277	0	0	0	0	48	0	58	0	0	544	\$ 122,195	\$ 150,991	\$ 273,186	
Task 13: Hydraulics and Hydrology																							
No impact analysis H&H study		48	66				128		90	40	80					150					\$ 140,150		
LOMR		24	60				132		112							161					\$ 110,100		
																					\$ -		
																					\$ -		
																					\$ -		
																					\$ -		
																					\$ -		
Subtotal	0	72	126	0	0	0	260	0	202	40	80	0	0	0	0	311	0	0	1091	\$ 250,250	\$ -	\$ 250,250	
SUB-TOTAL																				\$ 824,320	\$ 987,501	\$ 1,811,821	
EXPENSES																				\$ 20,000			
TOTAL																				\$ 1,831,821			

Exhibit 9 – Project Schedule

Lake Pflugerville Park Phase 2

8/27/2025

Period Highlight: 1

Plan Duration Actual Start % Complete Actual (beyond plan) % Complete (beyond plan)

