

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 1
FOR
Wilbarger Creek Park Project
(formally Highland Park/ Highland Park North 2014 Bond Project)
“Part 2 – Final Design & Construction” for PHASE 1**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIRM: studio|16:19,llc ("Consultant")

ADDRESS: 1717 N. IH-35; Suite 308
 Round Rock, TX 78664

This Supplemental Agreement No.1 to a contract for Professional Services is made by and between the City of Pflugerville, Texas, hereinafter called the "City" and studio|16:19,llc, hereinafter called the “Consultant”.

WHEREAS, the City and Consultant executed an Agreement for Professional Services, hereinafter called the "Agreement", on the 24 day of June, 2015 for the Highland Park/ Highland Park North 2014 Bond Project “Part 1 – Preliminary Design Report” in the amount of \$115,447.00; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of the Agreement, Scope of Services, Work Schedule, and Compensation;

WHEREAS, the parties elect to apply the changes enacted by the 84th Legislature in HB 2049, to the indemnity and duties of engineers and architects, to the additional scope of work commenced after the execution of this agreement; and

NOW THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

Article II. Term shall be amended by changing the term of the Agreement to terminate on December 31, 2017, with the ratification and incorporation of the terms of the original agreement.

Article III. Scope of Services and Exhibit B, shall be amended as set forth in the attached addendum to “Attachment A”.

Article III. Work Schedule and Exhibit D, shall be amended as set forth in the attached addendum to “Attachment A”.

Article IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by by increasing by \$202,624.00 the amount payable under the Agreement for a total of \$318,071.00, as shown by the attached Addendum to “Attachment A”.

Article IX. Insurance, shall be amended by requiring Consultant to 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.

Article X. Indemnification, shall be substituted with:

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

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT

 _____ (Signature)	 _____ (Signature)
Printed Name: <u>Brandon E. Wade</u>	Printed Name: <u>Brent A. Baker, PLA</u>
Title: <u>City Manager</u>	Title: <u>Managing Principal</u>
Date: _____	Date: <u>07/01/2016</u>

APPROVED AS TO FORM:

George Hyde
City Attorney
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

July 01, 2016

City of Pflugerville

Attn: Tom Word, P.E.
City Engineer/ CIP Manager
15500 Sun Light Way, #B
Pflugerville, TX 78660

Attn: James Hemenes, P.L.A.
Parks & Recreation Director
400 Immanuel Road
Pflugerville, TX 78660

Re: Wilbarger Creek Park Project (formally Highland Park/ Highland Park North 2014 Bond Project)
“Part 2 – Final Design & Construction” for PHASE 1
Supplemental Agreement No.1 - Professional Landscape Architecture & Engineering Consulting Services

The purpose of the Supplemental Agreement No.1 proposed herein is to provide professional consulting services consisting of but not limited to landscape architecture, park planning, civil engineering, environmental consulting, public engagement, structural engineering, geotechnical engineering, MEP engineering and surveying for “Part 2 – Final Design & Construction” for **Phase One** of the Wilbarger Creek Park Project (formally Highland Park/Highland Park North 2014 Bond Project). The Project (PHASE ONE) includes approx. 26.0 AC out of the 105 AC adjacent to the MOKAN R.O.W. (refer to the Project Scope Plan at the end of Exhibit B).

The Supplemental Agreement No.1 is addressed with the following Enclosures:

- | | |
|---------------|------------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Consultant Scope of Services |
| (3) Exhibit C | Fee Schedule/ Compensation |
| (4) Exhibit D | Work Schedule |
| (5) Exhibit E | Proposed Consultants |

EXHIBIT A

City Services

A1.0 Design Studies and Design Criteria

- As-built plans for existing facilities adjacent to this project, if available.
- Existing geotechnical reports and data for existing facilities adjacent to this project, if available.

A2.0 Public Involvement

- Provide guidance on selecting appropriate stakeholders for public meeting(s) & public input.
- Sponsor venue and facilitate public meetings.

A3.0 Field Surveying and Photogrammetry

- Provide all available survey and photogrammetry information to date.
- Provide digital contours topography (2 foot contours)
- Provide GIS information for Wet Utility locations for Water, Waste Water, and Sanitary Sewer
- Provide Aerial Photography
- Provide Boundary Survey or City GIS Parcel Data
- Provide MOCAN ROW and boundary information
- Provide As built Plans of Mammoth Cave Road, Kingston Lacy Blvd, & Future Roadway Extension
- Provide Geotechnical Services for Phase One Scope

A4.0 Drainage

- Provide available information and studies on existing drainage areas.
- Provide hydraulic design criteria for project design.
- Provide standard details and specifications as necessary to assist design consultant.
- Provide Existing FEMA Modeling
- Provide Drainage Analysis of North Detention Pond

A5.0 Miscellaneous

- Provide direction necessary for aesthetic treatment of existing and proposed structures, amenities and landscaping.
- Provide copies of all licensing agreements, utility agreements and other legal instruments currently place related to the project.
- Prepare and coordinate any required Licensing and/or Utility Agreements.
- Pay all filing, permit review, application, processing, and inspection fees.
- Acquire right-of-entry on any property not owned by the City should it be determined necessary to complete the scope of work identified within this agreement.
- Facilitate & Coordinate with private property owners, if deemed necessary.
- Supply current Title Commitment or Policies and/or Provide additional research beyond what is included in the title commitment if deemed necessary.
- Facilitate resolution of conflicts with private property owners, if deemed necessary.
- Coordination with the utility companies for the design and/ or construction of electric, telephone and gas services “off property”.
- Provide Right-of-Way or easement acquisition, if deemed necessary.
- Provide any other pertinent information to assist design consultant.

EXHIBIT B

Consultant Scope of Services

On the basis of the findings within the preliminary design report (January 2016), the Consultant (*the studio/16:19, llc A/E design team*) shall prepare design development, construction documentation, permitting, bid assistance, and construction phase services for the **PHASE ONE** program elements as identified below.

Program

The Consultant shall provide services, as later described, for the final design and implementation of the following **PHASE ONE** program elements:

- An Off Leash Dog Trail/ Dog Park (approx. 5 AC) including -
 - Fenced / Contained Areas Based on Size of Dogs
 - Water Feature (design planning only – not for construction)
 - Parking (approx. 60 spaces)
 - Trail Head & Pre-Fabricated Restroom Building
- Practice Sport Fields (varying sizes and quantities)
- A Trail Head/ Amenity Area including -
 - Youth / Grade School Activity Play Area
 - Parking (approx. 50 spaces)
 - Pre-Fabricated Restroom Building
- Concrete Trails (as noted) to provide connectivity (various 10' wide & 6' wide sections)
- Associated Site Development & Drainage Improvements for noted areas
- Associated Utility Improvements for noted areas

Development Budget Goal

The City generally established a proposed construction budget goal for **PHASE ONE** at \$1,350,000 Million Dollars (*\$2.0 Million Dollars for ALL Professional Services & Construction Cost combined*). The Consultant does not guarantee that the construction bids or actual Project construction costs may not vary from its opinion of probable construction costs (OPCC)**.

****Opinion of Probable Construction Costs (OPCC) Disclaimer**

Opinion of probable construction costs provided by the Consultant are based on the Consultant's familiarity with the construction industry and are provided only to assist the City's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs. Throughout the design process the Consultant will assist the Client in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

BASIC SERVICES

Given the above stated general project program, the Consultant will provide the following scope of basic services for "PART 2 – Final Design & Construction" of **PHASE ONE** per the TASK listed once the City has issued an executed agreement.

The proposed basic services, which are outlined below, shall be incorporated including project management/ coordination; data collection/ site assessment; design development; construction documentation; permitting; bidding assistance; and construction phase services.

B1.0 TASK 1: PROJECT MANAGEMENT / COORDINATION

This task will include the following activities:

- Coordinate a kick-off meeting with the design team and City to identify project goals, schedules and projected milestones from schematic design through construction.
- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, sub-consultant management and coordination and preparation & processing of invoices. Ensure timely delivery of all deliverables including electronic files, and hard copies of all pertinent information.
- Perform Quality Control | Quality Assurance reviews.
- Attend City Coordination Meetings (6 meetings) & a pre-development meeting w/ City Development Staff (1 meeting).

B2.0 TASK 2: DATA CONSOLIDATION / SITE ASSESSMENT

This task will include the following activities:

Design Survey – PHASE ONE

Consultant will include the following services:

- Conduct survey meeting with design team and City staff to confirm limits of survey work.
- Conduct horizontal and vertical control survey on State Plane Grid and North American Vertical Datum of 1988, NAVD88
- Conduct "field-work" necessary to gather the requested data to verify existing topography.
 - All data will be gathered electronically by the use of GPS, conventional, and digital levels as needed.
 - Data to be collected will include: Existing edge of pavement within project area, drainage structures, surface utilities and generated contour map of the area at 1 foot intervals (vertically).
- Develop a digital topographic survey with one-foot contours, location of above-ground and visible improvements, and location of hardwood trees 8" and up for approximately 26 AC within the PHASE ONE - project limits.

DELIVERABLE:

A digital AutoCAD base map drawing of the gathered & recorded information.

Geotechnical Services (procurement of Services Not In Contract)–

Consultant shall utilize geotechnical investigation provided by City as necessary for foundation design and construction recommendations for structures and pavement design recommendations. The scope of work efforts herein will include coordination of the required location(s) for investigative drill testing, sampling and assessment and analysis of the potential for subgrade structural needs as necessary to ensure proper design for elements within the park. The geotechnical report provided to the Consultant shall include but not be limited to general site conditions, bore location plan, recommended foundation type for building structures including bearing pressures and elevations, flexible and rigid pavement thickness design recommendations and general pavement and earth work requirements.

DELIVERABLE:

City to Provide A digital (PDF) and hard copy bound Geotechnical Report for Consultant.

B3.0 TASK 3: DESIGN DEVELOPMENT

Upon Client's authorization to commence with design development, the Consultant shall prepare design development drawings. The design development plans will further define the character and essentials of the Projects Preliminary Design Report concepts, including further description shape, form and materials. This process shall include:

- Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including Pre-development meeting with City Planning Development Services Office and Floodplain Administrator.
- Prepare preliminary design development drawings. Design will utilize existing conditions survey for defined project limits.
- Develop and updated OPCC based on refine Design Development Drawings.
- Review preliminary design development drawings with Client.
- Provide (1) revision to design development drawings and updated OPCC including appropriate escalation factors and contingencies.
- Review final design development drawings and OPCC with Client.

DELIVERABLE:

Prepare (1) over-all PHASE ONE refined illustrative site plan(s) and supplemental illustrative graphics for park improvements. The documents will be in digital format (PDF). Attend meeting with City staff to present illustrative site plan and graphics. Graphics will be printed full size and can be mounted on boards for viewing. Informal digital submittals throughout the design process to be submitted to the PARD/ Engineering Department(s) for review and comment.

B4.0 TASK 4: CONSTRUCTION DOCUMENTATION***Final Design Drawings***

Upon City's approval of the Design Development drawings and updated OPCC, the Consultant will develop working/construction drawings and technical specifications necessary to construct the work. The proposed Construction Plans/ Drawings will be in conformance with the City's Unified Development Code and the Engineering Design Manual.

The Consultant shall compliment drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. The Consultant shall coordinate any utility needs and adjustment with the City and utility service provider(s), initiate and attend a predevelopment meeting with City Planning Development Services Office, and the Floodplain Administrator. This process shall include:

- The Preparation of sixty percent (60%) construction drawings and OPCC including appropriate escalation factors and contingencies.
- Preparation of Limited Flood Plain Analysis/ Limited Flood Plain Modeling based on proposed improvements to insure no Adverse Impacts to the Flood Plain.
- Review 60% construction drawings, specifications/project manual and OPCC with City.
- Prepare the 90% construction drawings as the submittal for a Site Development Permit and submit to the Development Services Center of the City of Pflugerville in accordance with City requirements with reports, permit applications and other documents required for permitting.
- Review 90% construction drawings, specifications/project manual and OPCC with City and update per city comments. (One Round of Comments and staff comments incorporated into 100% set.)
- Prepare one hundred percent (100%) drawings, specifications/project manual and *Bid Tab for associated and proposed project items with updated quantities.*
- Prepare informal digital submittals throughout the design process and submit to the PARD/ Engineering Department for review and comment.

Permitting/ Regulatory Approval

The Consultant shall provide:

- The 90% submittal/ Site Development Permit set to the Development Services Center.
- Assist the Client with site and building permitting.
- Prepare Limited Traffic Calculations for formation of letter to City Engineer so as to assure that proposed Project improvements limit total trip generation to less than 2000 trips per day.
- Prepare summary documentation for inclusion in a Stormwater Pollution Prevention Plan (SWPPP) required by the Environmental Protection Agency. Portions of the SWPPP are required to be completed by the OWNER and Contractor. Submittal of associated paperwork to the Texas Commission on Environmental Quality is the responsibility of the Owner and Contractor.
- Provide documentation of proposed site improvements for inclusion in a submittal package for TAS review. Upon receipt of review comments, A/E will address any concerns noted and provide a written response.

DELIVERABLE:

60%, 90% Permit Set, & 100% Construction Documentation sets for City Staff review, comment, and approval. Updated OPCC at each deliverable phase to vet the scope against the Construction Budget. Associated meetings and coordination with Regulatory Agencies.

B5.0 TASK 5: BIDDING PHASE

Consultant shall assist City during the bidding process. This task will include the following services:

- Coordinate the schedule for bid advertising, pre-bid conference, and bid opening.
- Prepare and organize bid solicitation and proposal forms consistent with the City's requirements.
- Conduct pre-bid conference.
- Address contractor RFI's, prepare and issue addenda as required.
- Attend the bid opening, review/evaluate bids including alternates and formulate bid tabulation. Provide written recommendation to City.
- Assist with issuance of the Notice of Award and construction contract documents/agreement.

B6.0 TASK 6: CONSTRUCTION PHASE SERVICES

Consultant shall assist City during the construction process. Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. City will provide and pay for construction inspection and materials testing services.

The construction phase process shall include:

- Assist City with Issuing the Notice to Proceed and assisting with acquiring executed contracts, bonds and insurance from the contractor.
- Conduct and oversee a pre-construction meeting.
- Construction observation- preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups (as required). Conduct and oversee Nine (9) max monthly progress meetings. Estimate construction time is Nine (9) months.
- Review and approve contractor's monthly Application and Certification for Payment.
- Coordinate final inspection(s) and walk-thru for substantial completion; issue punch list and letter of substantial completion for incomplete items including time for completion.
- Coordinate and attend final inspection, including. TAS inspections.
- Conduct final inspection for acceptance of project and issue letter of concurrence.
- Acquire final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.
- Prepare Final Recordation/ AS-BUILT Set incorporating Contractor's as-built information.
- Review and approve contractor's final Application(s) for Payment including retainage.
- Field changes, change directives, change orders or any other changes during construction of the Project initiated by the City, without prior written consent of the Consultant, shall indemnify and hold harmless Consultant and its sub-consultants from all claims, any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

B7.0 ADDITIONAL SERVICES – NOT IN BASIC SERVICES

The following services are not included within the scope of basic services. Should Consultant be required to provide services in obtaining or coordinating the compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the City. Additional Services may include, but not be limited to, the following:

- Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications.
- Rebidding of project to meet the project budget based on unforeseen construction cost, economic conditions or bidding climate.
- Preparation of a Detailed Flood Plain Analysis.
- Preparation or Permitting for a CLOMR and/or LOMR.
- Preparation or development of a FULL Traffic Impact Analysis or Traffic Control Plans.
- Roadway improvements or modifications. Construction Staking.
- Construction Materials Testing. This scope will be procured with future supplemental agreement once Construction Drawings are definitive to ensure better pricing. Construction Materials Testing will be required to ensure proper compaction of utility trenches, foundation preparation, concrete cylinders for trails, testing for base & lime relative parking lots.
- Geotechnical investigation for items not accounted for in basic scope of services.
- Bridge Design (other than pre-engineered structures) unless defined within scope of services.
- Preparation of Hazardous Site Assessments.
- Environmental services beyond those described in scope of services including but not limited to:
 - Archeological Assessment Land Acquisition services.
 - Preparation of Section 404 permit
 - Preparation Phase I Environmental Site Assessment
 - Preparation of Detailed mitigation plans
- Easement acquisition or vacation including preparation of easement documents unless defined within scope of services.
- Legal Lot Determinations unless defined within scope of services. Preparation of multi-use agreement(s) and exhibits.
- Assistance or representation in litigation concerning the property of proposed project.
- Assistance or Facilitating for Conflict Resolution.
- Preparation and processing of Waivers, Variances or Exceptions. Services required after final acceptance of construction work. Permitting through Army Corp of Engineers (USACE).
- Revisions to drawings previously approved by the City and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
- Preparation of graphic materials for marketing or purposes other than in-progress approvals.
- Public or other presentations beyond those described in Basic Services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Design of utility extension(s) to the project site- i.e. Gas, Telephone/Communication, Electric.
- Providing services other than those outlined in scope of services.
- Any services related to ROW acquisition

PROJECT SCOPE MAP – NTS

KEY NOTES:

1. PRACTICE FIELD - NORTH OPTION WITH PARKING -
With 10' concrete trail, ramp to fields, trailhead with upper and lower plaza, restroom module and 200 proposed parking spaces.
2. TRAIL/TRAIL HEAD AT HEATHERWILDE / GREAT BASIN LOOP -
10' Trail connection, Tunnel under Heatherwilde, 10' sidewalk along Heatherwilde and Connection to Great Basin Loop/Craters of the moon.
3. PRACTICE FIELDS PARKING - OPEN SPACE LOT OPTION -
Parking lot with 140 new spaces, drive to parking lot, drop off.
- * 4. PRACTICE FIELDS PARKING & WEST CRATERS EXTENSION OPTION -
Parking along east section of Craters of the Moon extension for ~~130~~ approx. 65
- * 5. PRACTICE FIELDS CENTRAL PARK OPTION
6. TEEN ACTIVITY AREA -
With sculptural sitting area, enhanced landscape, 2 seat swings set, half court basketball court & graffiti wall.
- * 7. PASSIVE ACTIVITY AREA -
With bocce court, game tables, pickball court, seating areas, and enhanced landscape.
- * 8. GRADE SCHOOL ACTIVITY AREA -
With tensile shade structure, play structure, 4 seat swing set, picnic tables, landform in scooter park, restroom module, enhanced landscape, trail lookout, 6' wide concrete trail.
9. PRESCHOOL ACTIVITY AREA -
With landform mounds and tunnels, kiddie climbing net, stream feature improvements, trail lookout, enhanced landscape, 10' wide circulation path, 6' wide concrete trail, parking lot for 50 spaces. *
- * 10. COMMUNITY GARDEN -
100+ 4'x4' garden plots, with adaptive re-use of storage tank and structures, parking lot and fencing improvements, pavilion, and pollinator garden walk.
11. ADVENTURE ACTIVITY AREA -
With climber playstructure and fort structures, climbing wall/rock, quarry block climbers, quarry block benches, log climbers and stage and seating, fort building station, butterfly garden/prairie maze, rock maze, 3' nature trail, 6' wide concrete trail from parking lot to board walk, enhanced landscape, trailhead and parking lot for 40 spaces.
12. 10' WIDE MEANDERING TRAIL ALONG MOKAN ROW
13. PRAIRIE RESTORATION SITE -
With 10' boardwalk, trail lookout, and interpretative signage.
- * 14. Trail Connectivity TO PARK FEATURES -
6' wide concrete trail extensions.
- * 15. DOG PARK -
5 acre dog park with 3 fenced areas for small, medium, and large dogs, splash pad, stone benches, play tunnels, berms, dog wash station, restroom, and parking for 60 spaces.
16. MIRROR LAKE
17. KIDDIE VELOWAY
18. Open Play Lawn

Disclaimer: Highland Community Park Plan to be Presented to Pflugerville City Council on November 24th. Program Elements Shown are subject to approval and available funding.

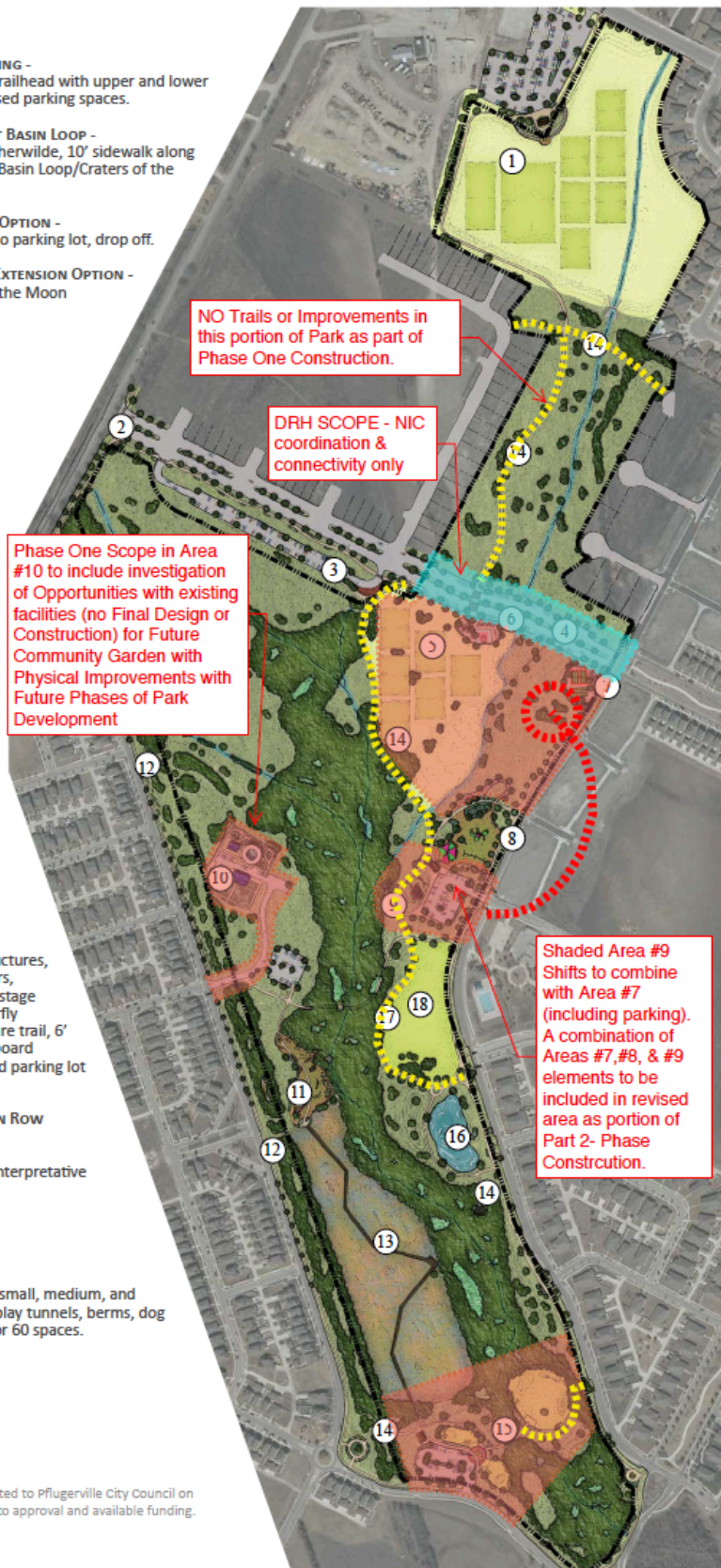


Exhibit C

Fee Schedule | Compensation

Wilbarger Creek Park Project : PART TWO - PHASE ONE		
Proposed Task	Proposed Fee	\$1619 man hrs
TASK 1 - Project Management Coordination	\$ 11,110	\$ -
1.1 Landscape Architecture		63
1.2 Park Planning		
TASK 2 - Data Collection Site Assessment	\$ 19,419	\$ -
2.1 Survey		
2.2 Geotechnical Engineering (NIC - City to Procure)		
2.3 Civil Engineering		
TASK 3 - Design Development	\$ 43,100	\$ -
3.1 Landscape Architecture		242
3.2 Civil Engineering		
3.3 Park Planning		
TASK 4 - Construction Documentation	\$ 87,120	\$ -
4.1 Landscape Architecture		445
4.2 Civil Engineering		
4.3 QA/QC		
4.4 Structural Engineering		
4.5 MEP Engineering		
4.6 TAS ADA		
TASK 5 - Bidding Assistance & Coordination	\$ 8,500	\$ -
5.1 Landscape Architecture		33
5.2 Civil Engineering		
5.3 Structural Engineering		
5.4 MEP Engineering		
TASK 6 - Construction Phase Services	\$ 33,375	\$ -
6.1 Landscape Architecture		199
6.2 Civil Engineering		
6.3 Structural Engineering		
6.4 MEP Engineering		
6.5 TAS ADA		
Total Professional Fee	\$ 202,624	\$ -
		982
Direct Expenses travel, reproduction, supplies, etc.	\$ -	
Total FEE Budget - PART 2	\$ 202,624	

- Principal Planner/ Landscape Architect: \$145.00/hr.
- Associate Principal Planner / Landscape Architect: \$ 125.00/hr.
- Senior Associate Planner/ Landscape Architect: \$ 115.00/hr.
- Associate Planner/ Landscape Architect: \$ 100.00/hr
- Staff Planner/ Landscape Designer: \$ 85.00/hr.
- Administrative \$ 65.00/hr.

Exhibit D

Work Schedule

The Consultant team shall complete the Scope of Work within **510 calendar days** for PART 2 – PHASE ONE, commencing upon the issuance of Notice to Proceed via signed agreement, and receipt of documents to be provided by the Client as specified in EXHIBIT A.

Anticipated Schedule/ Milestones

▪ Notice to Proceed – PART 2 / PHASE ONE	August 1, 2016	
▪ Data Collection Site Assessment	August 1, 2016	30 days
▪ Design Development	Sept – Oct 2016	60 days
▪ Construction Documentation	Nov - Jan 2017	90 days
▪ Bidding Assistance	Feb - Mar 2017	60 days
▪ Construction Phase Services	April – Nov 2017	240 days
▪ Project Close Out	December 2017	30 days

Note:

- The Consultant team will consider opportunities to accelerate the schedule where feasible.

EXHIBIT E

Proposed Consultants

Park Planning & Public Engagement

Vista Planning & Design
E. Mitchell Wright, ASLA, AICP, LEED AP
19 Sugar Shack Dr.
West Lake Hills, TX 78746
512.673.8274

Civil Engineering

Waeltz & Prete
Tony Prete, P.E.
3000 Joe Dimaggio
Blvd, Round Rock, TX 78665
512.505.8953

Environmental Consulting

COX|McLain Environmental Consulting
Ashley McLain, AICP
6010 Balcones Drive, Suite 210
Austin, Texas 78731
512.338.2223

Structural Engineering

360 Engineering
Larry Fisher, P.E.
2851 Joe DiMaggio Blvd
Round Rock, TX 78665
512.244.1966

Accessibility Consultant

Altura Solutions, L.P.
Jesus "Chuy" Lardizabal
4111 Medical Parkway #301
Austin, TX 78756
512.410.7059

Architecture (if required)

MODE Design Group (Architecture)
Ryan Hansanuwat, AIA
109 S. Harris Street, Suite 200
Round Rock, TX 78664
512.733.1150

M.E.P. Engineering

HCE Engineers
Byron Hendrix, P.E.
115 E. Main Street
Round Rock, TX 78664
512.218.0060

Geotechnical Engineering- by City

Raba Kistner, Inc.
Gabriel Ornelas, P.E.
8100 Cameron Road, Suite B-150
Austin, TX 78754
512.339.1745

Land Surveying

Texas Land Surveying, Inc
Nicole Berry, President
3613 Williams Drive, Suite 903
Georgetown, TX 78628
512.930.1600

Constructability QA/QC Plan Review

David McCaskill Design Group
David McCaskill, R.L.A.
620 E. Southlake Blvd
Southlake, TX 76092
817.709.2084