

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT # ONE  
FOR  
243 ACRE COMMUNITY PARK AND ATHLETIC COMPLEX**

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

FIRM:           Schrickel, Rollins and Associates, Inc. ("Consultant")

ADDRESS:   1161 Corporate Drive West, Suite 200  
                  Arlington, Texas 76006

This Supplemental Agreement No. One to a contract for Professional Services is made by and between the City of Pflugerville, Texas, hereinafter called the "City" and Schrickel, Rollins and Associates, Inc. (SRA) hereinafter called the "Consultant".

WHEREAS, the City and Consultant executed an Agreement for Professional Services, hereinafter called the "Agreement", on the 13th day of January, 2016 for the 243 Acre Community Park and Athletic Complex project in the amount of \$599,775.00, and

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

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

**Scope of Services**

Whereas the City has acquired four additional tracts of land totaling 80 acres adjacent to the original property and desires to incorporate the additional property into the Master Plan and Plat so that the park property is one contiguous tract. The additional property will require additional work on the Master Plan, the topographic survey, the plat, the archeological survey, and the drainage study. The City will provide a metes and bounds property description of the tracts being added to the project.

Whereas the project budget has been changed to \$10,150,000 for construction of Phase 1, and,

Whereas a FEMA Letter of Map Revision (LOMR) is required as a part of the plat process, and,

Whereas additional Cultural Resources survey documentation is required on the property.

**Name of Project**

The name of the project will be changed to "1849 Park."

**Compensation**

Additional Compensation is required as listed below:

	<b>Additional Fees</b>
<b>Basic Services</b>	
Master Plan for 323 acre site	\$ 12,000
<b>Phase 1B</b>	
Contract Documents	\$ 313,500
Bidding Administration	\$ 20,000
Construction Administration	\$ 83,600
<b>Other Related Services</b>	
5. Topographic Survey (80 acres)	\$ 44,693
6. Boundary Survey - Plat Preparation (one 323 ac. tract)	\$ 18,865
7. Cross Section Surveys for including additional 80 acres in Drainage Study	\$ 20,403
8. Drainage Analysis for Wilbarger Creek for additional 80 acres	\$ 6,600
9. Cultural Resources Survey for additional 80 acres	\$ 12,050
10. Additional Cultural Resources documentation	\$ 38,850
11. FEMA Letter of Map Revision (LOMR)	<u>\$ 14,300</u>
12. Subtotal	\$ 575,061
13. Reimbursable Expenses	<u>\$ 2,000</u>
14. Total	\$ 577,061

Article II. Term of the Agreement shall remain unchanged.

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

Article IV. Work Schedule and Exhibit B, shall remain unchanged.

Article V. Compensation to Consultant and Exhibit D (Fee Schedule) shall be amended by increasing by \$577,061 the amount payable under the Agreement for a total of \$1,176,836, as shown by the attached Addendum to Exhibit D (Fee Schedule).

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

**CITY OF PFLUGERVILLE**

**SCHRICKEL, ROLLINS AND  
ASSOCIATES, INC.**

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

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

Printed Name: Brandon E. Wade

Printed Name: Victor W. Baxter

Title: City Manager

Title: President

Date: \_\_\_\_\_

Date: June 1, 2014

APPROVED AS TO FORM:

\_\_\_\_\_  
George Hyde

City Attorney

Denton Navarro Rocha Bernal Hyde & Zech, P.C.



## EXHIBIT B

### **SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT**

**CITY OF PFLUGERVILLE  
323 Acre Community Park  
Supplemental Agreement No. One**

#### SUMMARY OF PROJECT

- A. This project consists of developing a Master Plan for a 323 acre Community Park and Site Planning, Design Development, Construction Documents, and Construction Phase Services for the construction of Phase 1A and Phase 1 of the Sports Complex. The proposed development will include sports facilities along with passive recreation opportunities and natural amenities to fit the needs of the growing city.
- B. The Consultant shall perform for the City the Basic Professional Services and Special Services for the phases of the Project to which this agreement applies. Services include, but are not limited to, civil, structural, mechanical, and electrical engineering services; surveying; environmental services; architectural; landscape architectural services including a turf specialist; materials testing; geotechnical investigation and irrigation design.
- C. The project construction budget for the Master Plan and the Phase 1A and Phase I Sports Complex Development will not exceed the sum of \$10,150,000, not including fees for professional services and expenses. This is a voter approved bond project approved in 2014.
- D. For purposes of this Service Agreement and its Exhibits, the term "Engineer," where appropriate, shall be interchangeable with the terms "Landscape Architect" or "Architect" or "Consultant." Schrickel, Rollins and Associates, Inc., is a firm composed of practicing Planners, Registered Engineers, Registered Architects, and Registered Landscape Architects. The firm does not represent itself solely as an engineer nor solely as a practitioner of landscape architecture or architecture as defined in the applicable State of Texas registration laws.
- E. The following consumer information is required by the Landscape Architects Registration Law, Article 249c, VTCS: The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the above named Act. Their address and telephone number are: 8213 Shoal Creek Blvd., Suite 107; Austin, Texas 78758-7589; (512) 458-4126.
- F. Project Site: The project site is a 323 acre site located on the east side of Pflugerville, Texas, abutting Wilbarger Creek, north of Cameron Road.

#### PART I

- A. Community Park Elements: The program of development shall include, but not be limited to, the following elements. It is understood that the cost of the total development will exceed the allocated funds for the project. The Master Plan will focus on full development of the park, and will use the City's Parks, Recreation and Open Space Master Plan and the Randig Study as references. Strategies for phasing and funding sources will be incorporated into the plan.



1. Athletics (number of fields depends on site conditions)
  - a. Football fields
  - b. Baseball fields
  - c. Soccer fields
  - d. Tennis courts
  - e. Basketball courts
  - f. Softball fields
  - g. Lacrosse fields
  - h. Others as may be identified through the planning process (archery, cross-country, etc.).
2. Facilities
  - a. Concession / Restroom buildings (number depends on park layout).
  - b. Maintenance area
  - c. Playgrounds
  - d. Large pavilion(s)
  - e. Satellite shelters
  - f. Amphitheater
3. Miscellaneous
  - a. Recreational trails
  - b. Pedestrian bridges
  - c. Security lighting
  - d. Sports lighting
  - e. Tree plantings
  - f. Ponds
  - g. Natural areas
  - h. Splash pad
  - i. Picnic areas
  - j. Open space
  - k. Historical/heritage components
    - Preservation of structures
    - Reproduction historic structures
    - Themed architecture or elements
4. Utilities
  - a. Sewer connections
  - b. Water service, fire protection, and irrigation supply
  - c. Electrical distribution and controls
  - d. Telephone service
  - e. Irrigation control
  - f. Stormwater to meet applicable stormwater requirements (no water quality required)
  - g. Re-use utility
  - h. Wi-Fi
5. Park Roads, Parking, and Site Structures
  - a. Park roads and drives
  - b. Vehicular bridges
  - c. Parking areas
  - d. Alignment for future street(s)





- B. Community Park Master Planning Phase: The Owner has established the general program elements as expressed by the citizens of Pflugerville and staff, but is aware that the program elements may change through the master planning process. Additionally, the City's Parks, Recreation and Open Space Master Plan and the Randig Study should be referenced as foundational elements. However, it is the Owner's intent that the Consultant has the flexibility and creativity to provide as many of the program elements as possible.
1. Project Goals:
    - a. Develop a complete master plan for a community park which will provide sports facilities and passive/natural amenities that satisfies the needs of the citizens of Pflugerville to improve the quality of life in the City.
    - b. Implement and enforce the project scope, criteria and requirements for this project in coordination with the City of Pflugerville program and project managers.
    - c. Implement the City's vision to provide quality sports facilities and Community Park.
    - d. Maximize the project budget in coordination with the City of Pflugerville program and project managers.
    - e. Implement the project schedule and project phasing in coordination with City of Pflugerville program and project managers.
    - f. Implement a public outreach plan including all stakeholders and public in the development and implementation of the project.
  2. Services. Consultant will provide/perform the following Master Planning Phase Services:
    - a. Conduct reconnaissance of the park site (and surrounding parcels for context).
    - b. Analyze the capabilities and limitations of the park site and prepare descriptive graphics in a study of development feasibility.
    - c. Conduct a work session with City Staff to determine a Program of Development for the park site which includes the Elements referenced above.
    - d. Gather stakeholder and general public input (see meetings below for description).
    - e. Prepare conceptual park development plan alternatives in sketch form.
    - f. Present the most viable plan alternatives in a work session with the Staff for review and further development.
    - g. Prepare a first draft of the master plan for staff review and revisions prior to public presentations.
    - h. Prepare general opinions of probable cost and recommendations for construction phasing. Increments of development will correspond to park budget plans.
    - i. Present the final draft master plan, opinion of probable cost and phasing recommendations once to the City Council.
    - j. Upon final approval and authorization to proceed, make final revisions to the master plan.
  3. Products. The following products will be provided by the Consultant in completion of the Master Plan (SRA will advise and assist as needed):
    - a. A colored rendering of the 48" x 36" master plan.
    - b. An opinion of probable cost and recommended phasing.
    - c. A digital file of the Master Plan in a format specified by the City.
    - d. Ten (10) copies of a report containing the existing site conditions, master plan, and opinion of probable cost in 8-1/2" x 11" or 11" x 17" format, and an electronic PDF version.
    - e. Printing costs for the items listed above shall be included in the lump sum fee. Any additional printing shall be provided as an additional service.



4. Meetings/Public Involvement:
  - a. Prior to beginning the development of the plan:
    - 1) The Consultant will conduct two public workshops on different days to gather public input concerning the development of the 243 acre Community Park. The meetings will allow citizens to express their ideas and desires as to what should be included in the park, and how the park should be developed. A method of polling the attendees concerning their preferences will be provided by the Consultant.
    - 2) The Consultant will conduct up to 8 stakeholder meetings with groups to be identified by the City. The groups will include sports associations, recreation groups, historical interests, and others. These meetings can be scheduled consecutively on two days.
    - 3) The Consultant will meet with an Advisory Committee named by the City to gather input concerning the design of the Park.
  - b. After the Consultant has developed the conceptual park development alternatives:
    - 1) The Consultant will hold a public workshop to gather public input concerning the conceptual park development alternatives. The Consultant will provide a system to poll the attendees as to their preferences.
    - 2) The Consultant will meet with the Advisory Committee to gather their input concerning the park alternatives.
    - 3) The Consultant will make a presentation to the City Council concerning the park alternatives.
  - c. Upon completion of the Master Plan:
    - 1) The Consultant will present the Master Plan at a public hearing to gather input from the public.
    - 2) The Consultant will present the Master Plan to the Advisory Committee.
    - 3) The Consultant will present the Master Plan at a public hearing to be held at a City Council meeting.
  - d. In addition to the above, the Consultant will attend a total of four (4) meetings with staff, including kick-off meeting. (Other staff meetings may occur before or after advisory committee and City Council meetings at no additional charge.)
  - e. Additional meetings may be scheduled with additional compensation to the Consultant, as mutually agreed to in writing in advance of any such meeting(s).
  - f. The City will be responsible for advertising all meetings, if needed. The Consultant will prepare any materials for the advertising.
  - g. The City will be responsible for assembling and coordinating with the Advisory Committee to be made up of representatives of the sports associations or groups and other stakeholders as deemed necessary by the City.

## **PART II - BASE MAP AND SURVEYING**

- A. While existing base information would be sufficient for overall planning, it is not sufficient for detailed design and preparation of construction drawings for improvements on site. A new topographic survey of the existing areas within the project limits of Phase IA will be required (approximately 25 acres). The survey will identify one foot contours, existing facilities, utilities and trees with 8" or greater caliper, boundary lines, and adjacent public streets and utilities (boundary survey to be supplied by City).

## **PART III - CONSTRUCTION DOCUMENTS PHASE 1A - PRACTICE POD**

- A. Scope. Phase IA will be defined as the:
  1. Practice "Pods" - development of at least one and up to three Practice Pods 420'x600'; This space is to be complete with grading, irrigation and soil improvements to support turf appropriate for sports use.



2. Football Fields - one championship field and two competition fields including grading, irrigation, and turf.
3. Utility Extensions to serve project - electric, water, storm sewer, and other necessary utilities to serve the Phase 1A facility.

B. Scope. Phase IB will be defined as the:

1. Park roads and parking lots
2. Restrooms
3. Concession building
4. Pavilion
5. Sports lighting, parking lot lighting and electrical distribution
6. On-site utilities - electric, water, fire protection, sanitary sewer, storm sewer
7. Irrigation system
8. Landscaping
9. Monument sign, directional signs, and wayfinding signs
10. Security fencing
11. Trails and sidewalks

C. Services. Consultant will provide/perform the following Construction Documents Phase Services:

1. All drawings and details will be produced in *AutoCAD*. All specifications will be produced in *Word*.
2. Based upon the approved Master Plan and further adjustments in the scope or quality of the Project or in the project design budget authorized by the City, the Consultant shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include, but not be limited to, these contract documents:
  - a. Plan sheets illustrating plans, elevations, sections and details of construction.
  - b. Technical specifications.
  - c. Provide graphic products in electronic file format (pdf).
3. Landscape design shall comply with the City of Pflugerville Unified Development Code. Design shall meet all applicable City of Pflugerville Design and Construction Standards and applicable state regulations.
4. If it is to the Owner's advantage, Construction Documents will be prepared to allow bidding of two or more separate and distinct bid packages.





5. Review documents will be submitted to the City at 50% and 90% completion.
6. Construction Documents shall be submitted to the City's Project Manager, and to the City of Pflugerville Development Services Department at the 90% completion state. Consultant to address up to 2 rounds of City comments necessary for issuance of a City site permit.

#### **PART V - BIDDING PHASE**

- A. Services. Consultant will provide/perform the following Bidding Phase Services for Phase 1A and Phase 1B.
1. Answer questions from Bidders and prepare addenda as necessary.
  2. Review "or-equal" submittals from contractor.
  3. Attend pre-bid meeting.
  4. Attend bid opening.
  5. Assist the City in pre-qualification of bidders.
  6. Assist the City staff in a pre-construction conference.
  7. Plan distribution and specifications and all bid documents will be made available to prospective contractors through the online CIVCAST site. The Consultant will provide all documents electronically to the City who will upload the documents to the CIVCAST site.

#### **PART VI - CONTRACT ADMINISTRATION PHASE**

- A. Services. Consultant will provide/perform the following Construction Administration Phase Services:
1. Provide site observation visits appropriate to the stage and quality of the Contractor's works in progress. Site observation visits shall be provided for the purpose of ascertaining for the City that the work is in substantial or general conformance with the contract documents and design intent. Generally, site observation visits will be made twice a month.
    - a. Should nonconforming or defective work be observed, the Consultant will endeavor to immediately inform the City's representative that conforming or remedial action is required.
    - b. The number of site observation visits to be provided by a representative of the Consultant at times in the judgment of the City's representative appropriate to the works, or as otherwise requested/directed by the City, shall not exceed an aggregate total of 24 visits over the period of the Contractor's construction contract.
    - c. On-site meetings shall be approximately twice a month.
    - d. Site observation visits provided by the Consultant as necessary to correct errors or omissions or to clarify ambiguities in the plans will not accrue against the visits described in Part VI - A.1.(b) above.
  2. Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents. Provide the Owner a binder (two copies) of all product submittals and/or cut sheets used on the project.
  3. Provide written responses to requests for information or clarification.





4. Recommend change orders, if required.
  5. Assist the City in conducting the substantial completion and final completion observations.
- B. Consultant's Status During Construction. Consultant will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident hereto. Consultant will not be responsible for Contractor's failure to perform or furnish the work in accordance with the construction documents. Consultant will not be responsible for any delays in the execution of the work caused by the Contractor.

#### **PART VII - OTHER RELATED SERVICES**

- A. Services. The services described below are optional and may or may not be required. Consultant will provide the following related services/products as a part of basic services as needed:
1. Storm Water Pollution Prevention Plan (SWPPP). Services shall include preparation of the SWPPP document, Notice of Intent, and one initial inspection of the construction site. Continued monitoring and inspections shall be provided by the City or by others throughout the construction phase of the project.
  2. Record Drawings. Consultant will transfer information provided by the Contractor on his mark-ups after construction is complete to AutoCAD file format. Digital files will be provided to the City with PDF.
  3. 3-D Animation of the Master Plan.
  4. Geotechnical Investigation and Report. The Consultant will secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of Phase IA Improvements.
  5. Topographic Survey. While existing base information is sufficient for overall master planning, it is not sufficient for detailed schematic design and preparation of construction documents for improvements on site. At the appropriate time, a new topographic survey of the entire 323 acre site with a minimum contour interval of one foot will be required. The survey will show the property boundary, existing facilities, the utilities, trees with 8" caliper or greater, adjacent public streets or roads and other miscellaneous items. The survey should comply with standard City of Pflugerville requirements. Phase IA shall include an area of approximately 25 acres.
  6. Plat Preparation. This property is currently unplatted. Prior to development of the first phase of the project, a plat for the 323 acre site will be required. The plat must conform to City of Pflugerville requirements.
  7. Environmental Services. The following sections describe the environmental services that could be required to be performed on the entire 323 acre area of the Site or selected areas of the site.
    - a. Phase One Environmental Assessment
    - b. Cultural Resources Desktop Archival Research
    - c. Cultural Resource Surveys
    - d. Waters of the U.S. Delineation (outside this contract)
    - e. Section 404 Permit Application (not yet authorized)
    - f. Protected Species Survey Coordination (not yet authorized)



- g. Historical Research, Architectural Assessments of Standing Historical Age Buildings, Informant Interviews, and Records Curation of entire project.
  - h. Archeological Site Recording Fees
  - i. Historic Building Documentation of Small Pfluger Farmhouse.
- 8. Project Website
- 9. Traffic Impact Analysis - A limited study of the circulation within the park as Master Planned and its impact on adjacent streets and roads.
- 10. Testing services during construction of Phase IA.
- 11. Hydraulics and Hydrology. Analysis of Wilbarger Creek for 323 acre site fully developed.
- 12. FEMA Letter of Map Revision (LOMR).

#### **PART VIII - EXCLUSIONS**

- A. The intent of this Scope of Services, Exhibit "B" is to include only the services specifically listed herein for this Project. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:
  - 1. Field surveying or production of related maps for purposes of determining off-site utility locations, or construction control and layout.
  - 2. Design of off-site utility services or drainage facilities to more than a distance of 100 feet from any boundary of the project site.
  - 3. Full-time or otherwise frequent and detailed inspection of the Contractor's works in progress.
  - 4. Designs for trench safety.

#### **PART IX - REIMBURSABLE EXPENSES**

- A. The City will reimburse the consultant for the actual cost of the following:
  - 1. Printing and reproductions of Construction Documents.
  - 2. Travel expenses. (Travel expenses for meetings stipulated above are included in the Compensation. Travel expenses will only be charged for scope that is above and beyond the normal course of business and shall be approved in advance by the Owner.)
  - 3. Postage/delivery services.
  - 4. Texas Department of Licensing and Regulation (TDLR) review and/or inspection fees.
  - 5. Other permits.



#### **PART X - ADDITIONAL SERVICES**

The following services are not included in this Agreement but are available to the City upon written authorized approval and mutual agreement:

- A. If the budget is increased by more than ten (10%) or if the scope is increased beyond that listed previously, Professional Services required to include said changes shall be considered Additional Services, and compensation for the Consultant's services shall be adjusted appropriately according to the magnitude of the change. Budget increases due to inflation or underestimation of costs will not be considered a change in scope, and will not be considered additional services. If the budget change is due to additional work being added to the scope, then additional compensation will be considered based upon the level of effort required by the Consultant. All changes in service shall be agreed to in writing by both the City and the Consultant prior to any additional services being provided.
- B. Assistance by the Consultant to the City in the resolution of construction-contract disputes between the City and its contractor, or contract-related claims against the City, are not a part of the scope of this proposal. However, such services may be provided as Additional Services by separate agreement or amendment, as provided for herein, to this Agreement.
- C. With the exception of services listed in Parts I-VIII, services related to easements, permitting, platting or re-platting required by the City or required by other governmental authorities for the construction of the Project, will be provided by the City, or provided by the Consultant by separate agreement or amendment, as provided for herein, to this Agreement..
- D. Additional renderings, models or mock-ups requested by the Owner.
- E. Water Supply Study
- F. Regulatory Submittals and Reports
- G. Easements/R.O.W. Documents and Field Surveying
- H. Additional Property acquisitions. If additional properties are acquired and added to the park, adjustments to the professional services agreement may be required.





## EXHIBIT D

### FEE SCHEDULE

**CITY OF PFLUGERVILLE  
323 Acre Community Park  
Supplemental Agreement No. One**

**A. Basic Professional Planning and Design Services**

	Original Contract Amount	Additional Fees	Total
Master Plan for 323 acre site	\$ 127,500	\$ 12,000	\$ 139,500
Phase IA - Contract Documents	\$ 93,000		\$ 93,000
Phase IA - Bidding Administration	\$ 16,300		\$ 16,300
Phase IA - Construction Administration	\$ 61,400		\$ 61,400
Phase IB - Contract Documents		\$ 313,500	\$ 313,500
Phase IB - Bidding Administration		\$ 20,000	\$ 20,000
Phase IB - Construction Administration		\$ 83,600	\$ 83,600
Total Basic Services	\$ 298,200	\$ 429,100	\$ 727,300

**B. Other Related Services**

1 - SWPPP	\$ 5,500		\$ 5,500
2 - Record Drawings	\$ 3,750		\$ 3,750
3 - 3-D Animation	\$ 25,500		\$ 25,500
4 - Geotechnical Investigation and Report (Phase	\$ 7,500		\$ 7,500
5 - Boundary and Topographic Survey (323 acres)	\$ 149,000	\$ 44,693	\$ 193,693
6 - Plat Preparation (Preliminary and Final)	\$ 27,500	\$ 18,865	\$ 46,365
7 - Drainage Analysis for Wilbarger Creek	\$ 21,000	\$ 6,600	\$ 27,600
7A - Additional Survey Cross Sections		\$ 20,403	\$ 20,403
8 - Environmental/Cultural Resource Services			
Phase I Environmental Assessment	\$ 4,400		\$ 4,400
Cultural Resources Desktop Archival Research	\$ 550		\$ 550
Cultural Resources Survey	\$ 6,875	\$ 12,050	\$ 8,875
Additional Cultural Resources Documentation	\$ 0	\$ 28,850	\$ 28,850
a. Historical Research, Architectural Assessments of Standing Historic-age Buildings, Informant Interviews, and Records Curation for Entire Project - \$7,750			
b. Archeological Site Recording Fees for 4 Archeological Sites Recorded During Prior Survey of 243-acre Tract (at \$1,250 per site) - \$5,000			



	Original Contract Amount	Additional Fees	Total
c. Historic Building Documentation of Small Pfluger Farmhouse (Architectural Measurement, Photography, and AutoCAD Renderings) - \$16,300			
9 - Project Website	\$ 11,500		\$ 11,500
10 - Traffic Impact Analysis	\$ 22,000		\$ 22,000
11 - FEMA Letter of Map Revision (LOMR)		\$ 14,300	\$ 14,300
12 - Construction Phase Testing (allowance)	\$ 10,000		\$ 10,000
13 - Total Related Services	\$ 295,075	\$ 145,961	\$ 441,036
C. Reimbursable Expenses (Allowance - not to exceed)	\$ 6,500	\$ 2,000	\$ 8,500
TOTAL	\$ 599,775	\$ 577,061	\$ 1,176,836