



AIA® Document C103® – 2015

EXHIBIT

"A"

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the day of in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Round Rock
221 E. Main Street, Round Rock, Texas 78664

and the Consultant:
(Name, legal status, address, and other information)

Kimley-Horn and Associates, Inc.
5301 Southwest Parkway, Building 3, Suite 100
Austin, Texas 78735
512-646-2237

Consultant's discipline:

Civil Engineering
Landscape Architecture

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Old Settlers Park 3300 E Palm Valley Blvd, Round Rock, TX 78665
Multipurpose Complex 2001 N Kenney Fort Blvd, Round Rock, TX 78665
Build of Old Settlers Park and Multipurpose Expansion

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

See Attached Exhibit B Scope of Work.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

Exhibit C Schedule

.2 Date for commencement of construction:

Exhibit C Schedule

.3 Substantial Completion date:

Exhibit C Schedule

.4 Other milestone dates:

Exhibit C Schedule

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Exhibit B Scope of Work

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Austin Powers, PLA
5301 Southwest Parkway, Building 2, Suite 100
Austin, Texas 78735
512-646-2237

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than one million dollars (\$ 1,000,000).

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§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- [X] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- [] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) (Describe the deliverable(s))	Time Limits (Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the

Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Richard Will
Building Construction Manager
General Services Department
City of Round Rock
212 Commerce Blvd.
Round Rock, Texas 78664

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar

nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 6.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Total Not to Exceed amount including compensation for additional services of eight million sixty-six thousand nine hundred dollars and no cents. (\$8,066,900.00))

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

two hundred fifty thousand dollars and no cents (\$250,000)

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A

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Employee or Category

Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid (30) days after the invoice date or no later than the time period required under the Texas Prompt Payment Act, shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

(Insert rate of monthly or annual interest agreed upon.)

Payments hereunder shall be made in accordance with the Prompt Payment Act.

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of 0% percent (0% %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

N/A

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

N/A

Init.

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User Notes:

(945322305)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Craig Morgan, Mayor

(Printed name and title)



CONSULTANT (Signature)

Brian Boecker, Senior Vice President

(Printed name and title)

Init.

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User Notes:

(945322305)

Additions and Deletions Report for AIA® Document C103® – 2015

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PAGE 1

AGREEMENT made as of the day of in the year 2023

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City of Round Rock
221 E. Main Street, Round Rock, Texas 78664

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Kimley Horn and Associates, Inc.
5301 Southwest Parkway, Building 3, Suite 100
Austin, Texas 78735
512-646-2237

...

Civil Engineering
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Exhibit B Scope of Work

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512-646-2237

...

§ 2.7.1 Commercial General Liability with policy limits of not less than ~~(\$ two million dollars (\$2,000,000))~~ for each occurrence and ~~(\$ four million dollars (\$4,000,000))~~ in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than one million dollars (\$ 1,000,000).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

PAGE 4

[X] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

PAGE 5

Richard Will
Building Construction Manager
General Services Department
City of Round Rock
212 Commerce Blvd.
Round Rock, Texas 78664

PAGE 7

[X] Litigation in a court of competent jurisdiction

PAGE 8

~~(Insert amount of, or basis for, compensation)~~ (Total Not to Exceed amount including compensation for additional services of eight million sixty-six thousand nine hundred dollars and no cents. (\$8,066,900.00))

...

~~(Insert amount of, or basis for, compensation.)~~ two hundred fifty thousand dollars and no cents (\$250,000)

...

Exhibit A

PAGE 9

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid (30) days after the invoice date or no later than the time period required under the Texas Prompt Payment Act, shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

...

~~—percent (—%)—~~ Payments hereunder shall be made in accordance with the Prompt Payment Act.

...

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of 0% percent (0% %) of the expenses incurred.

PAGE 10

- .2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:~~

...

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:20:48 ET on 09/26/2023 under Order No. 2114468630 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ – 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Exhibit A

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$135 - \$175
Analyst II	\$180 - \$225
Professional	\$220 - \$255
Senior Professional I	\$265 - \$325
Senior Professional II	\$350 - \$415
Senior Technical Support	\$120 - \$300
Technical Support	\$110 - \$175
Support Staff	\$90 - \$150

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

EXHIBIT B

Engineering Services

Scope of Work

Project Understanding

The City of Round Rock, (City) intends to enter an Agreement with Kimley-Horn and Associates (the Engineer) to finalize concepts and budgets, complete construction documents, advertise for bid, and provide construction phase services for field additions to the Multi-Purpose Complex, tennis/pickleball courts, Recreation Center Complex including fields and track, a new Maintenance Facility and expansion to Rock 'N River Waterpark located at Old Settler's Park in Round Rock, Tx. The Engineer will perform work identified herein on the following known information related to the project:

I. Overall Project Initiation:

- a. Project Management and Coordination
- b. Flood plain assessment and Conditional Letter of Map Revision (CLOMR).
- c. Detention Study and Report
- d. Letter of Map Revision (LOMR)

II. Tennis and Pickleball Center:

- a. 18 post-tensioned tennis courts
- b. 5 fabric shade covered post-tensioned pickleball courts.
- c. Seating and spectator Areas.
- d. Artificial Shade in gathering areas. Shade will be prefabricated and shown to be installed by vendor. Structural design for structure and foundations will be provided via the selected vendor.
- e. Facilities will use National Federation of High Schools (NFHS) dimensional standards.
- f. All courts will be illuminated with sports lighting.
- g. All courts will have concrete base with acrylic court surfacing. Clay or grass are not being contemplated.
- h. Lighted Parking.

III. Maintenance Facility

- a. Approximately 25,000 SF conditioned warehouse with loading dock.
- b. Approximately 2,000 SF metal storage building.
- c. Approximately 4,000 SF employee breakroom.
- d. Up to three (3) 6,000 SF pole barns.
- e. All buildings to be pre-fabricated metal buildings with metal roof.
- f. Outdoor equipment storage areas for trailers, trucks and personal vehicles
- g. Outdoor above ground fueling and chemical storage area.
- h. Tree nursery space.

IV. Rock 'N River Expansion

- a. A heated action river designed for multi-functional use including recreation and resistance walking. An activity lagoon is planned as part of the same filtration system. The approximate square footage for the new water surface area is 18,000-20,000 SF.
- b. Island to include cabanas and seating to match existing facility.
- c. One restroom facility planned to provide active user count of 400.
- d. One mechanical/filtration building to support new addition.
- e. Supporting pool deck and shade structures.
- f. The new addition will be lighted for nighttime use. This scope does not include any lighting adjustments to the existing facility.

V. Recreation Center Complex

- a. Facilities will (based on discretion of the City) selectively use NCAA dimensional standards.
- b. Field events will be long jump, triple jump, pole vault, high jump, discus, shot put, hammer throw, javelin.
- c. Programming and inclusion of a steeplechase for the track will be determined by the City.
- d. Track will be nine (9) – 48” lanes.
- e. Track and field furnishings, fixtures and related equipment and appurtenances will be procured directly by the City and supplied to Contractor as an Owner provided item(s). These items are not a part of this scope of work.
- f. All track and field activities will be illuminated with sports lighting.
- g. All track and field venues will be surfaced with synthetic turf or applied in-place rubberized or mondo surface.
- h. Foundations if needed will be per the manufacturer's specification.
- i. Four (4) multi-functional synthetic turf fields. Principal use is above-ground high school rectangular field sports (football, soccer, lacrosse). Up to two sites will be marked for cricket and use US-Cricket dimensions.
- j. Restroom support building with ventilation.
- k. All fields to be lighted.
- l. Lighted Parking and dumpster enclosure.
- m. Recreation and Administration Building will be by others and not part of this contract.

VI. Multi-Purpose Center

- a. Rectangular Fields:
 - i. Five (5) synthetic turf fields and one (1) natural turf full size rectangular fields are anticipated.
 - ii. Facilities will use National Federation of High Schools (NFHS) and NCAA dimensional standards.
 - iii. Major sport lines will be permanently installed.
 - iv. Field furnishings, bleachers, scoreboards, fixtures, and related equipment and appurtenances will be shown to be supplied by Contractor. Foundations if needed will be per the manufacturer's specification.
 - v. All fields will be illuminated with sports lighting.
 - vi. Site utilities for 9,200 SF Club House building will be provided by others. Building to be provided by others and is not part of this contract.
 - vii. Site utilities for restroom/concession building for east soccer fields. Building to be provided by others.

Approval and Acceptance of Documents by City Staff

As indicated below, the Engineer will provide review documents at 30-percent, 60-percent, 90-percent and 100-percent construction documents for five (5) separate design packages including the Tennis and Pickleball Center, the Maintenance Facility, Rock'N River Expansion, the Recreation Center Complex and the Multi-Purpose Center. The Engineer assumes that in response to each submission, the City of Round Rock as the Applicant, will provide written consolidated and de-conflicted review comments along with the CMAR pricing information. Comments received for the 30-percent completion submission will be incorporated into the 60-percent completion documents. Comments received for the 60-percent completion submission will be incorporated into the 90-percent completion documents. Comments received for the 90-percent completion documents will be incorporated in to 100-percent completion documents.

Overall Project Initiation

Task 1 Coordination and Design Management

The Engineer will serve as the lead design consultant and project design team manager. Coordination and Design Management will consist of the following tasks:

- A) Overall Master Plan Confirmation
- B) Review of the survey and geotechnical work.
- C) Assignment of design team responsibilities.
- D) Contract with sub-consultants.
- E) Review monthly invoicing.
- F) Perform initial due diligence to determine utility services and City requirements.
- G) Manage the project and direct the consulting team during the design phase.
- H) Communicate regularly with the City as needed, including informal submittals to facilitate design decisions during the project.
- I) Attend design coordination meetings with recreation center architect (separate contract with the City), the Harrell Parkway Roadway design team (Kimley-Horn) and Lakeview Area project (Waeltz & Prete).
- J) Attend design review meetings during the Schematic Design, Design Development, and the Construction Documents phases of the project with the City's representatives.
- K) Attend Construction Manager at Risk (CMAR) interviews and assist City in evaluation and scoring.
- L) Coordinate with CMAR throughout the project.

Task 2 Detention Study and Report

The Engineer will perform an overall detention analysis of the Old Settler Park Buildout project in existing conditions versus proposed conditions to determine the need for detention through the project to not cause adverse impacts on offsite properties or on the SCS Reservoir 17. The Engineer anticipates utilizing the City of Round Rock (City) effective hydrologic modeling received as a part of the Harrell Parkway project as a base for this detention study. The Engineer's analysis will consist of:

- A) Data Collection: obtain terrain, survey, and as-built plans
- B) Perform Hydrology:
 - a. Define hydrologic methodology
 - b. Sub-delineate the City effective drainage areas down to the Zones of Influence (ZOI) defined by the Engineer for phases 3B, 3C, and 3D of the proposed project.
 - c. Determine existing and proposed land use conditions. Off-site areas draining through the property will be assumed to be fully developed.
 - d. Determine time of concentrations and other drainage area parameters for use in a Unit Hydrograph analysis.
- C) Detention Pond Sizing/Locations:
 - a. Compare the existing and proposed conditions peak flows for the 2-, 10-, 25, and 100-year design events down to the ZOIs of the project.
 - b. Evaluate potential Detention Pond Locations
 - 1. Where proposed peak flow is increased beyond what is allowed by the City, the Engineer will identify up to 6 detention pond locations and prepare a conceptual exhibits (plan view only) of potential detention pond locations.

- c. Perform Detention Pond Analysis
 1. Size up to 6 detention facilities to reduce proposed conditions peak flows for the 2-, 10-, 25, and 100-year events to existing conditions.
 2. Determine detention pond sizes and volumes, outfall sizes, and emergency overflow sizes for proposed conditions.

The Engineer will prepare the drainage study for submittal to the City of Round Rock. The submittal will consist of the following:

1. Narrative;
2. Existing Condition Drainage Area Map;
3. Proposed Full Build-Out Condition Drainage Area Map showing pond locations;
4. Land Use Maps;
5. Hydrologic Parameter Calculation Tables;
6. HEC-HMS Output;
7. Digital Files.

The Engineer will submit the Detention Study to the City and address one round of City comments. Additional comments will be addressed as additional services. This task does not include submittals to any other review agencies. The Engineer assumes no permitting through TCEQ will be required for the design of the ponds and is therefore not included as part of this task. Detailed pond grading and preparation of detention pond plan sheets are included as part of the remaining tasks.

Task 3 Conditional Letter of Map Revision (CLOMR) Application and Fully Developed Floodplain Study

The Engineer will perform a CLOMR, if needed, and Fully Developed Floodplain Study for submittal to the City and FEMA associated with the subject reach of Chandler Branch Tributary 5 (Tributary 5) designated as Zone AE floodplain. The subject reach of Tributary 5 is defined the downstream face of E Old Settlers Blvd to the upstream face of Harrell Parkway. The Engineer will use the currently effective hydraulic models received for the Harrell Parkway reconstruction project to develop the hydraulic modeling of Tributary 5. The Engineer assumes no revisions of City effective fully developed condition hydrology or FEMA hydrology will be required as a part of this task. Development of new fully developed condition hydrology models or revisions to FEMA effective hydrology can be performed as an additional service. The Engineer assumes that no impacts to the FEMA effective floodplain associated with Chandler Branch are anticipated as a part of this project. The Engineer's analysis will consist of:

- A) Data Collection: obtain terrain, survey, and as-built plans
- B) Hydraulic Modeling:
 - a. Update the corrected effective hydraulic model from the Harrell Parkway project to integrate additional on-ground survey data provided by the City.
 - b. Develop a proposed condition model based on proposed grading for the Multi-Purpose Complex of the Old Settler Park Project.
 - c. Revise the proposed condition hydraulic models up to two times to meet City of Round Rock and FEMA floodplain development requirements.
 - d. Evaluate up to two crossings of the floodplain in support of Multi-Purpose Complex field development.

If additional proposed grading iterations are required, these iterations can be performed as an additional service.

If needed, the Engineer will prepare a CLOMR application for submittal to the City of Round Rock and FEMA. The CLOMR application will consist of the following:

1. CLOMR Report
2. FEMA Existing Condition Hydraulic Modeling
3. FEMA Proposed Condition Hydraulic Modeling
4. Hydraulic Modeling Output
5. FEMA Hydraulic Workmaps
6. ESA Compliance
7. FEMA Forms
8. Annotated FIRMs
9. Digital Files

The Engineer will prepare a Fully Developed Floodplain Study for submittal to the City of Round Rock. The submittal will be included as an appendix to the CLOMR application submittal to the City and will consist of the following:

1. Memorandum
2. Fully Developed Existing Condition Hydraulic Modeling
3. Fully Developed Proposed Condition Hydraulic Modeling
4. Hydraulic Modeling Output
5. Fully Developed Hydraulic Workmaps
6. Digital Files

The Engineer will submit the CLOMR and Fully Developed Floodplain Study to the City of Round Rock and FEMA for review. Responses to up to two round of City comments and up to two rounds of FEMA comments are included as part of this task. If additional rounds of City or FEMA comment responses are required, this be performed as an additional service.

The current FEMA CLOMR online review fee is \$6,500. All potential review, submittal, or project related fees will be paid directly by the City.

Task 4 – Letter of Map Revision (LOMR) Application

Following construction, the Engineer will prepare a Letter of Map Revision (LOMR) application for submittal to the City of Round Rock and FEMA. The subject reach of Chandler's Branch Tributary 5 is unchanged from Task 3. The Engineer's analysis will consist of:

- A) Data Collection: obtain digital as-built survey of the constructed improvements.
- B) Hydraulic Modeling:
 - a. Revise proposed hydraulic modeling from Task 3 to be consistent with the as-built survey.
 - b. No additional revisions to modeling are included.

The Engineer will prepare a LOMR application for submittal to the City of Round Rock and FEMA. The LOMR application will consist of the following items:

1. LOMR Report
2. Pre-project Condition Hydraulic Modeling
3. Post-project Condition Hydraulic Modeling
4. Hydraulic Modeling Output
5. FEMA Hydraulic Workmaps
6. FEMA Forms
7. Certified As-Built Exhibit (As-Built Survey provided by the City)
8. Draft Newspaper Notification

9. Annotated FIRM
10. Digital Files

The Engineer will submit the LOMR to the City of Round Rock and FEMA for review. Responses to up to two round of City comments and up to two rounds of FEMA comments are included as part of this task. If additional rounds of City or FEMA comment responses are required, this be performed as an additional service.

The online FEMA LOMR fee is currently \$8,000. This fee, and all other potential review, submittal, or project related fees will be paid directly by the City.

Tennis and Pickleball Center

Task 5 Programming, Master Plan and Concept Design

Prior to beginning this task, the City will furnish the Consultant any existing information on the site including topographic surveys, geotechnical reports, as-built plans, and plat with utility easements and locations shown. This task includes a one-day in-person visit from the Consultant and team members.

5.1 Programming Work Session with City Representatives

The Consultant will lead a workshop with City representatives to analyze needs and determine objectives. This discussion could include images and/or video presentations with commentary on the proposed tennis and pickleball features that could be considered for this project; preliminary costs will be discussed; and an open-forum question-and-answer session to discuss concerns and needs of those individuals attending the meeting.

5.2 Conceptual Design

The Consultant will provide a concept plan of the proposed tennis and pickleball area utilizing the information obtained from prior sections of this task. The plan will illustrate ways to organize the spaces in a functional arrangement and confirm that the facility footprint will contain the areas proposed in the design program. Based on results of the meetings and programming sessions – the concept design could include:

1. Court layout, striping and initial color selections.
2. Spectator seating areas
3. Spectator artificial shade areas including shade dimensions and types.
4. Parking areas
5. Pedestrian connections.

An Opinion of Probable Cost will be provided based on the conceptual design for the courts, shade, and site development and answer questions regarding estimated cost data. Because the Engineer does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

The Conceptual Design and Opinion of Probable Cost will be presented to the City via an in-person meeting. The City will provide feedback on programming or design changes. The Consultant will make one round of revisions to the conceptual design for final approval from City staff.

*Deliverables: One Electronic Copy of the Final Conceptual Design,
One Electronic Copy of the Opinion of Probable Cost*

Meetings: Up to Three (3) In-Person Meetings

Task 6 Schematic Design (30% Construction Documents)

Once the Final Conceptual Design is approved, the Concept Design will be used as the basis for the Schematic Design. The Schematic Design phase will consist of the following tasks:

- A) Preparation of schematic plans and sections (30% Construction Documents) for the tennis and pickleball courts, pedestrian and spectator areas, and site development showing dimensions and features.
- B) Coordinate new electrical loads with utility company for electric service.
- C) Provide an opinion of probable cost for the courts, shade, court and parking lot lighting, parking and site development and answer questions regarding estimated cost data.
- D) Provide information on finishes, equipment, and lighting.
- E) Attend a plans presentation meeting with City.
- F) Submit plans to the City for concurrent staff and departmental review.
- G) Submit plans to the CMAR for pricing review and answer questions from CMAR during pricing period.
- H) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 30% Schematic Design Package for the Tennis and Pickleball Center

One (1) Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person
Up to Two (2) Internet Meetings*

Task 7 Design Development (60% Construction Documents)

The Design Development phase will consist of the following tasks:

- A) Plan revisions based on comments from 30% Construction Document submittal to the City.
- B) Preparation of Design Development plans, sections, and preliminary specifications (60% Construction Documents) for the courts, pedestrian and spectator areas, shade, lighting, structural and site development.
- C) Provide an opinion of probable cost for the tennis and pickleball courts, pedestrian and spectator areas, parking, shade, and site development and answer questions regarding estimated cost data.
- D) Attend a plans presentation meeting with City.
- E) Provide information on finishes, equipment, lighting, outlets, structural design, and site utilities.
- F) Submit 60% Design Development package for to the City for concurrent staff and departmental review.
- G) Submit plans to the CMAR for pricing review and answer questions from CMAR during pricing period.
- H) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 60% Design Development Package (Electronic) and Specifications for the Tennis and Pickleball Center

One (1) Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Two (2) Internet Meetings*

Task 8 Construction Documents (90% Construction Documents)

The 90% Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 60% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (90% Construction Documents) for the tennis and pickleball courts, pedestrian and spectator areas, parking, shade, lighting, structural and site development.
The construction document set consists of the following:
 - a. Site development plans (court layout and striping, sidewalks, shade, grading, storm sewer and drainage areas, lighting, power distribution, erosion control, planting and irrigation, and details).
 - b. Structural Design (Post-tensioned Courts)
- C) Provide an opinion of probable cost for the tennis and pickleball courts, pedestrian and spectator areas, parking, shade, power and lighting, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Attend a plans presentation meeting with City.
- E) Provide information on finishes, equipment, lighting, outlets, structural design, and site utilities.
- F) Submit 90% Construction Document package to City for concurrent staff and departmental review.
- G) Submit 90% Construction Document package to CMAR for pricing review and answer questions during pricing period.
- H) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 90% Construction Drawings Package (Electronic) and Specifications for the Tennis and Pickleball Center.

One (1) Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Four (4) Internet Meetings*

Task 9 Construction Documents (100% Construction Documents)

The 100% Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 90% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (100% Construction Documents) for site development.
The construction document set consists of the following:

- a. Site development plans (court layout and striping, parking, sidewalks, shade, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
 - b. Structural Design (post-tensioned court)
 - i. Typical Foundation details and notes for tennis courts and pickleball courts.
- C) Provide an opinion of probable cost for the tennis and pickleball courts, pedestrian and spectator areas, parking, shade, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Attend a plans presentation meeting with City.
- E) Provide information on finishes, equipment, lighting, outlets, and site utilities.
- F) Submit 100% Construction Document package to City.
- G) Register project with Texas Department of Licensing and Regulation, TDLR, submit plans for review by a State of Texas Registered Accessibility Specialist, and incorporate and address comments in construction document prior to bid.

Deliverables: One (1) 100% Construction Drawings Package (Electronic) and Specifications (Electronic) for the Tennis and Pickleball Center

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Two (2) In-Peron Meetings
Up to Four (4) Internet Meetings*

Maintenance Facility

Task 10 Programming, Master Plan and Concept Design

Prior to beginning this task, the City will furnish the Consultant any existing information on the site including topographic surveys, geotechnical reports, as-built plans, and plat with utility easements and locations shown. This task includes a one-day in-person visit from the Consultant and team members.

10.1 Programming Work Session with City Representatives

The Consultant will lead a workshop with City representatives to analyze needs and determine objectives. This discussion will include suggested spatial requirements for storage and equipment, function of employee break areas and warehouse areas that could be considered for this project; preliminary costs will be discussed; and an open-forum question-and-answer session to discuss concerns and needs of those individuals attending the meeting.

10.2 Conceptual Design

The Consultant will provide a concept plan of the proposed maintenance area utilizing the information obtained from prior sections of this task. The plan will illustrate ways to organize the spaces in a functional arrangement and confirm that the facility footprint will contain the areas proposed in the design program. Based on results of the meetings and programming sessions – the concept design could include:

- A. Building site placement
- B. Outdoor storage area
- C. Parking and Vehicular circulation
- D. Tree Nursery space allocation

An Opinion of Probable Cost will be provided based on the conceptual design for the buildings, pavement, lighting and site development and answer questions regarding estimated cost data. Because the Engineer does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

The Conceptual Design and Opinion of Probable Cost will be presented to the City via an in-person meeting. The City will provide feedback on programming or design changes. The Consultant will make one round of revisions to the conceptual design for final approval from City staff.

*Deliverables: One Electronic Copy of the Final Conceptual Design,
One Electronic Copy of the Opinion of Probable Cost*

Meetings: Up to Three (3) In-Person Meetings

Task 11 Schematic Design (30% Construction Documents)

Once the Final Conceptual Design is approved, the Concept Design will be used as the basis for the Schematic Design. The Schematic Design phase will consist of the following tasks:

- A) Preparation of schematic plans and sections (30% Construction Documents) for the maintenance facility including vehicular circulation areas, and site development showing dimensions and building layouts.
- B) Coordinate with utility company for new electrical service.
- C) Provide an opinion of probable cost for the buildings, parking, lighting, and site development and answer questions regarding estimated cost data.
- D) Provide information on finishes, equipment, and lighting.
- E) Submit plans to the City Staff for concurrent staff and departmental review.
- F) Submit plans to the CMAR for pricing review and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

*Deliverables: One (1) 30% Schematic Design Package for the Maintenance Facility
One (1) Opinion of Probable Cost*

*Meetings: Up to Two (2) In-Person
Up to Two (2) Internet Meetings*

Task 12 Design Development (60% Construction Documents)

The Design Development phase will consist of the following tasks:

- A) Plan revisions based on comments from 30% Construction Document submittal to the City.
- B) Preparation of Design Development plans, sections, and preliminary specifications (60% Construction Documents) for the maintenance facility including site layout, building elevations and floorplans, HVAC, electrical, plumbing, structural and site development.

- C) Provide an opinion of probable cost for the buildings, parking, lighting and site development and answer questions regarding estimated cost data.
- D) Provide information on finishes, equipment, lighting, outlets, structural design, and site utilities.
- E) Submit 60% Design Development package for to the City for concurrent staff and departmental review.
- F) Submit plans to the CMAR for pricing review and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 60% Design Development Package (Electronic) and Specifications for the Maintenance Facility.

One (1) Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Two (2) Internet Meetings*

Task 13 Construction Documents (90% Construction Documents)

The 90% Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 60% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (90% Construction Documents) for the buildings, lighting, parking, structural and site development.

The construction document set consists of the following:

- a. Site development plans (paving layout and circulation, grading, storm sewer and drainage areas, lighting, power distribution, erosion control, planting and irrigation, and details).
 - b. Building plans (floor plans elevations, section, details, HVAC, plumbing, electrical, structural, and utilities).
- C) Provide an opinion of probable cost for the buildings, parking, fencing, lighting, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Provide information on finishes, equipment, lighting, outlets, structural design, and site utilities.
- E) Submit 90% Construction Document package to City for concurrent staff and departmental review.
- F) Submit 90% Construction Document package to the CMAR for pricing review and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 90% Construction Drawings Package (Electronic) and Specifications for the Maintenance Facility

One (1) Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Four (4) Internet Meetings*

Task14 Construction Documents (100% Construction Documents)

The 100% Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 90% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (100% Construction Documents) for the maintenance facility including site layout, buildings, and site development.

The construction document set consists of the following:

- a. Site development plans (paving layout, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
 - b. Building plans (floor plans elevations, section, details, HVAC, plumbing, electrical, structural, and utilities).
- C) Provide an opinion of probable cost for the buildings, parking, lighting, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Provide information on finishes, equipment, lighting, outlets, structural design, and site utilities.
- E) Submit 100% Construction Document package to City.
- F) Register project with TDLR, submit plans for review by a State of Texas Registered Accessibility Specialist, and incorporate and address comments in construction document prior to bid.

Deliverables: One (1) 100% Construction Drawings Package (Electronic) and Specifications (Electronic) of the Maintenance Facility.

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Four (4) Internet Meetings*

Rock 'N River Expansion

Task 15 Programming, Master Plan and Concept Design

Prior to beginning this task, the City will furnish the Consultant any existing information on the site including topographic surveys, geotechnical reports, as-built plans, and plat with utility easements and locations shown. This task includes a one-day in-person visit from the Consultant and team members.

15.1 Programming Work Session with City Representatives

The Consultant will lead a workshop with City representatives to analyze needs and determine objectives. This discussion will include images and/or video presentations with commentary on the proposed waterpark features that could be considered for this project; preliminary costs will be discussed; and an open-forum question-and-answer session to discuss concerns and needs of those individuals attending the meeting.

15.2 Conceptual Design

The Consultant will provide a concept plan of the proposed water park expansion utilizing the information obtained from prior sections of this task. The plan will illustrate ways to organize the spaces in a functional arrangement and confirm that the facility footprint will contain the areas proposed in the design program. Based on results of the meetings and programming sessions – the concept design could include:

1. Wave Action River
2. Swimming Pool/Lagoon Pool
3. Cabanas
4. Restroom facilities
5. Shade Structures

An Opinion of Probable Cost will be provided based on the conceptual design for the pools, buildings, shade, thematic elements, and site development and answer questions regarding estimated cost data. Because the Engineer does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

The Conceptual Design and Opinion of Probable Cost will be presented to the City via an in-person meeting. The City will provide feedback on programming or design changes. The Consultant will make one round of revisions to the conceptual design for final approval from City staff.

*Deliverables: One Electronic Copy of the Final Conceptual Design,
One Electronic Copy of the Opinion of Probable Cost*

Meetings: Up to Three (3) In-Person Meetings

Task 16 Schematic Design (30% Construction Documents)

Once the Final Conceptual Design is approved, the Concept Design will be used as the basis for the Schematic Design. The Schematic Design phase will consist of the following tasks:

- A) The Consultant will lead a meeting to present an outline design program analysis with pool and water playground configurations, user requirements and programs, adjacencies and circulation, spectator facilities, hydrostatic relief/sump system, deck equipment, underwater features, pool piping and filtration options, and safety and maintenance equipment.
- B) Program and verify the restroom design and construction methodology.
- C) Coordinate new electrical loads with the utility company for electric service.
- D) Preparation of schematic plans and sections (30% Construction Documents) for the pools, buildings, and site development showing dimensions and features.
- E) Provide an opinion of probable cost for the pools, buildings, shade, thematic elements, and site development and answer questions regarding estimated cost data.
- F) Provide information on finishes, equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- G) Attend a Pre-Submittal meeting for Building Inspections.
- H) Submit plans to the City Staff for concurrent staff and departmental review.

- I) Submit plans to the CMAR for pricing review and answer questions from CMAR during pricing period.
- J) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: Provide One (1) Final 30% Rock 'N River Design Package

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Three (3) In-Person Meetings
Up to Two (2) Internet Meetings*

Task 17 Design Development (60% Construction Documents)

The Design Development phase will consist of the following tasks:

- A) Plan revisions based on comments from 30% Construction Document submittal.
- B) Preparation of Design Development plans, sections, and preliminary specifications (60% Construction Documents) for the pools, buildings, and site development.
- C) Provide an opinion of probable cost for the pools, buildings, shade, thematic elements, and site development and answer questions regarding estimated cost data.
- D) Provide information on finishes, equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- E) Submit 60% Design Development package to City Staff for concurrent staff and departmental review.
- F) Submit 60% Design Development package to the CMAR for pricing review and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 60% Rock 'N River Design Development Drawings Package (Electronic) and Specifications (Electronic)

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Two (2) Internet Meetings*

Task 18 Construction Documents (90% Construction Documents)

The 90% Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 60% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (90% Construction Documents) for the pools, buildings, and site development.
 - a. The construction document set consists of the following:

- b. Site development plans (layout, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
 - c. Building plans (floor plans elevations, section, details, HVAC, plumbing, electrical, and utilities).
 - d. Pool layout, piping, and filtration plans (action river/lagoon, other aquatic features, sections, details, equipment, pumps, filters, and chemical feed equipment).
 - e. Pool Structural Plans (Pool foundation and wall details)
- C) Provide an opinion of probable cost for the pools, buildings, shade, thematic elements, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Provide information on finishes, equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- E) Incorporate City Front End Documents into the Project Manual.
- F) Submit 90% Construction Document package to City Staff for concurrent staff and departmental review.
- G) Submit 90% Construction Documents to the CMAR for pricing review and answer questions from CMAR during pricing period.
- H) Attend a Comment Review Meeting with City Staff and the CMAR to discuss comments.

Deliverables: One (1) 90% Rock 'N River Construction Drawings Package (Electronic) and Specifications (Electronic)

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Four (4) Internet Meetings*

Task 19 Construction Documents (100% Construction Documents)

The 100% Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 90% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (100% Construction Documents) for the pools, buildings, and site development.

The construction document set consists of the following:

- a. Site development plans (layout, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).

- b. Building plans (floor plans elevations, section, details, HVAC, plumbing, electrical, and utilities).
 - c. Pool layout, piping, and filtration plans (action river/lagoon, other aquatic features, sections, details, equipment, pumps, filters, and chemical feed equipment).
 - d. Pool Structural Plans (Pool foundation and wall details)
- C) Provide an opinion of probable cost for the pools, buildings, shade, thematic elements, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Provide information on finishes, equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- E) Submit 100% Construction Document package to City Staff.
- F) Register project with TDLR, submit plans for review by a State of Texas Registered Accessibility Specialist, and incorporate and address comments in construction document prior to bid.

Deliverables: One (1) 100% Construction Drawings Package (Electronic) and Specifications (Electronic)

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Four (4) Internet Meetings*

Recreation Center Complex

Task 20 Programming, Master Plan and Concept Design

The Engineer will lead a workshop with City staff that identifies and confirms field-use sports programs, field events, track events and locations. The workshop will identify and confirm colors by sport, logos, dominant and subordinate lining, and desired track markings.

The outcome of the workshop will be an exhibit that depicts the City's desired track and field locations, colors and location of markings and base-colors related to the field and track and artificial turf field markings.

The Engineer will lead a design charrette with the recreation center architect (separate contract with City) to illustrate and organize the spaces in a functional arrangement and confirm that the facility footprint will contain the areas proposed in the design program.

The outcome of the design charrette will be an exhibit showing the overall relationship and connectivity between the track and field and the recreation and administration building.

Deliverables: One (1) Illustrative Plan-View Exhibit of the Multi-Purpose Artificial Turf Fields and Track and Field layouts (Electronic)

One (1) Illustrative Plan-View Exhibit of the Overall Relationship between the Recreation/Administration Building and the Surrounding Amenities

*Meetings: Up to Two (2) In-Person Meetings
Up to Two (2) Internet Meetings*

Task 21 Schematic Design (30% Construction Documents)

The 30% Construction Document phase will consist of the following tasks:

Once the Final Conceptual Design is approved, the Concept Design will be used as the basis for the Schematic Design. The Schematic Design phase will consist of the following tasks:

- A) Program and verify the restroom design and construction methodology.
- B) Coordinate new electrical loads with utility company for new electrical service.
- C) Preparation of schematic plans and sections (30% Construction Documents) for the track, fields, buildings, and site development showing dimensions and features.
- D) Provide an opinion of probable cost for the fields, buildings, shade, thematic elements, and site development and answer questions regarding estimated cost data.
- E) Provide information on finishes, equipment, and lighting.
- F) Submit plans to the City Staff for concurrent staff and departmental review.
- G) Submit plans to the CMAR for pricing review and answer questions from CMAR during pricing period.
- H) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 30% Schematic Design Package (Electronic) and Specifications (Electronic) for the Recreation Center Complex

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person
Up to Two (2) Internet Meetings
Up to Two (2) Building Architect (separate contract) Coordination Meetings*

Task 22 Design Development (60% Construction Documents)

The Design Development phase will consist of the following tasks:

- A) Plan revisions based on comments from 30% Construction Document submittal.
- B) Preparation of Design Development plans, sections, and preliminary specifications (60% Construction Documents) for the track, fields, buildings, and site development. The documents will locate and describe project components and material conditions in relationship to one-another.

- C) Provide an opinion of probable cost for the fields, buildings, shade, thematic elements, and site development and answer questions regarding estimated cost data.
- D) Provide information on finishes, equipment, lighting, structural design, and site utilities.
- E) Submit 60% Design Development package to City Staff for concurrent staff and departmental review.
- F) Submit 60% Design Development package to CMAR and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with City Staff and CMAR to discuss comments.

Deliverables: One (1) 60% Design Development Drawings Package (Electronic) and Specifications (Electronic) for the Recreation Center Complex

One (1) Combined Opinion of Probable Cost

Meetings: Up to Four (4) In-Person Meetings

Up to Four (4) Internet Meetings

Up to Two (2) Building Architect (separate contract) Coordination Meetings

Task 23 Construction Document (90% Construction Documents)

The Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 60% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (90% Construction Documents) for the track, field, buildings, and site development.

The construction document set consists of the following:

- a. Site development plans (layout, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
 - b. Building plans (floor plans elevations, section, details, ventilation, plumbing, electrical, and utilities).
 - c. Track and Field Layout and striping, subsurface storm piping. Kimley-Horn will utilize in-house structural engineering team to compose performance specification for the concrete track base.
- C) Provide an opinion of probable cost for the track, field, building, shade, thematic elements, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Provide information on finishes, equipment, lighting, outlets, water supply and waste, structural design, and site utilities.
- E) Submit 90% Construction Document package to City Staff for concurrent staff and departmental review.

- F) Submit 90% Construction Documents package to CMAR and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with City Staff and CMAR to discuss comments.
- H) 3D Visualization Graphics
 - a. The Engineer will prepare up to five (5) perspective renderings utilizing the final 100% Construction Documents as the basis of design. The renderings will be prepared utilizing a SketchUp model of the site and rendered in Lumion. Up to one (1) round of revisions will be made to the renderings based on comments made by the City.

Deliverables: One (1) 90% Construction Drawings (Electronic) and Specifications (Electronic) of the Recreation Center Complex

Up to five (5) 3D Rendered Perspective Renderings

One (1) Combined Opinion of Probable Cost

Meetings: Up to Four (4) In-Person Meetings

Up to Four (4) Internet Meetings

Up to Two (2) Building Architect (separate contract) Coordination Meetings

Task 24 Construction Document (100% Construction Documents)

The Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 90% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (100% Construction Documents) for the track, field, buildings, and site development.

The construction document set consists of the following:

- a. Site development plans (layout, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
- b. Building plans (floor plans elevations, section, details, ventilation, plumbing, electrical, and utilities).
- c. Track and Field Layout and striping, subsurface storm piping. Kimley-Horn will utilize in-house structural engineering team to compose performance specification for the concrete track base.
- C) Provide an opinion of probable cost for the track, field, building, shade, thematic elements, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Provide information on finishes, equipment, lighting, structural design, and site utilities.
- E) Submit 100% Construction Document package to City Staff.

Deliverables: One (1) 100% Construction Drawings Package (Electronic) and Specifications (Electronic) of the Recreation Center Complex

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Four (4) In-Person Meetings
Up to Four (4) Internet Meetings
Up to Two (2) Building Architect (separate contract) Coordination Meeting*

Multi-Purpose Complex

Task 25 Programming, Master Plan and Concept Design

The Engineer will lead a workshop with City staff that identifies and confirms location of soccer field layouts, parking and pedestrian circulation. The outcome of the workshop will be an exhibit that depicts the City's desired location and arrangement of the programmed elements including artificial and natural turf fields, pedestrian connections and parking. A determination of flood plain impacts will be made based on the layout of the proposed amenities.

The Engineer will lead a design charrette with the recreation center architect (separate contract with City) to illustrate and organize the spaces in a functional arrangement and confirm that the facility footprint will contain the areas proposed in the design program.

Deliverables: Provide One (1) Illustrative Plan-View Exhibit (Electronic)

*Meetings: Up to Three (3) In-Person Meetings
Up to Two (2) Internet Meeting*

Task 26 Schematic Design (30% Construction Documents)

The 30% Construction Document phase will consist of the following tasks:

Once the Final Conceptual Design is approved, the Concept Design will be used as the basis for the Schematic Design. The Schematic Design phase will consist of the following tasks:

- A) Preparation of schematic plans and sections (30% Construction Documents) for the fields, shade, parking, and site development showing dimensions and features.
- B) Provide an opinion of probable cost for the fields, shade, parking, and site development and answer questions regarding estimated cost data.
- C) Coordinate with utility company for new electric loads.
- D) Provide information on finishes, equipment, and lighting.
- E) Submit plans to the City Staff for concurrent staff and departmental review.
- F) Submit plans to the CMAR for pricing review and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with staff and CMAR to discuss comments.

Deliverables: One (1) 30% Schematic Design Package (Electronic) and Specifications (Electronic) of the Multi-Purpose Complex

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Two (2) In-Person Meetings
Up to Two (2) Internet Meetings
Up to Two (2) Building Architect (separate contract) Coordination Meetings*

Task 27 Design Development (60% Construction Documents)

The Design Development phase will consist of the following tasks:

- A) Plan revisions based on comments from 30% Construction Document submittal.
- B) Preparation of Design Development plans, sections, and preliminary specifications (60% Construction Documents) for the fields, parking, lighting and site development. The documents will locate and describe project components and material conditions in relationship to one-another.
- C) Provide an opinion of probable cost for the fields, shade, pedestrian circulation and site development and answer questions regarding estimated cost data.
- D) Provide information on finishes, equipment, lighting, and site utilities.
- E) Submit 60% Design Development package to City Staff for concurrent staff and departmental review.
- F) Submit 60% Design Development package to CMAR for pricing review and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with City Staff and CMAR to discuss comments.

Deliverables: One (1) 60% Design Development Drawings (Electronic) and Specifications (Hard Copy and Electronic) of the Multi-Purpose Complex

One (1) Combined Opinion of Probable Cost

*Meetings: Up to Four (4) In-Person Meetings
Up to Four (4) Internet Meetings*

Task 28 Construction Document (90% Construction Documents)

The Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 60% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (90% Construction Documents) for the fields, parking, and site development.

The construction document set consists of the following:

- a. Site development plans (field layout, parking, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
- C) Provide an opinion of probable cost for the fields, parking, shade, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or

competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

- D) Provide information on finishes, equipment, lighting, and site utilities.
- E) Submit 90% Construction Document package to City Staff for concurrent staff and departmental review.
- F) Submit 90% Design Development package to the CMAR for pricing review and answer questions from CMAR during pricing period.
- G) Attend a Comment Review Meeting with City Staff and CMAR to discuss comments.

Deliverables: One (1) 90% Construction Drawings (Hard Copy and Electronic) and Specifications (Electronic) of the Multi-Purpose Complex

One (1) Combined Opinion of Probable Cost

Meetings: Up to Four (4) In-Person Meetings

Up to Four (4) Internet Meetings

Up to Two (2) Building Architect (separate contract) Coordination Meetings

Task 29 Construction Document (100% Construction Documents)

The Construction Document phase will consist of the following tasks:

- A) Plan revisions based on comments from 90% Construction Document submittal.
- B) Preparation of Construction Documents plans, sections, and specifications (100% Construction Documents) for the fields, parking, and site development.

The construction document set consists of the following:

- a. Site development plans (field layout, parking, grading, storm sewer and drainage areas, water and sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details).
 - b. Traffic Control Plans
- C) Provide an opinion of probable cost for the fields, parking, shade, and site development and answer questions regarding estimated cost data. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- D) Provide information on finishes, equipment, lighting, and site utilities.
- E) Submit 100% Construction Document package to City Staff.

F) 3D Visualization Graphics

- a. The Engineer will prepare up to two (2) perspective renderings utilizing the final 100% Construction Documents as the basis of design. The renderings will be prepared utilizing a SketchUp model of the site and rendered in Lumion. Up to one (1) round of revisions will be made to the renderings based on comments made by the City.

Deliverables: One (1) 100% Construction Drawings (Hard Copy and Electronic) and Specifications (Hard Copy and Electronic) of the Multi-Purpose Complex

Two (2) 3D Perspective Renderings

One (1) Combined Opinion of Probable Cost

Meetings: Up to Four (4) In-Person Meetings

Up to Four (4) Internet Meetings

Up to Two (2) Building Architect (separate contract) Coordination Meetings

Task 30 Bidding Phase and Contract Award

It is anticipated that a Construction Manager at Risk (CMAR) will be procured for the construction of this project. There will be a bidding phase for each work package including:

1. Tennis and Pickleball
2. Maintenance Facility
3. Rock'N River
4. Recreation Center Complex
5. Multi-Purpose Complex

The Bidding Phase take place at the end of the 100% Construction Document task for each of the packages listed above. Bidding Phase will consist of the following tasks:

- A) Provide Signed and Sealed Final Bid Set
- B) Finalize technical specifications to include contract requirements and bid form per City requirements.
- C) Attend pre-bid conference between the Consultant, City, CMAR and prospective bidders.
- D) Answer bidder's inquiries during the Bidding Phase and, at the City's direction, furnish and issue addenda items to clarify drawings and specifications.
- E) Assist the City in reviewing bids and contract qualifications.

*Deliverables: One (1) Final Bid Set of Construction Documents (Signed and Sealed)
Tabulated Bid Form*

Meetings: Up to Two (2) In-Person Meetings

Up to Four (4) Internet Meetings

Up to Two (2) Building Architect (separate contract) Coordination Meetings

Task 31 Construction Phase Services

The Consultant will provide Construction Phase Services for the project as requested by the City, as outlined below. Anticipated timeline for construction is two (2.0) years. Please note these services do not provide a full-time resident project representative:

- A) Provide site observation visits twice per month. Site observation visits shall be provided for the purpose of ascertaining for the City that the work is in general conformance with the contract documents and design intent.
 - 1. Should non-conforming or defective work be observed, the Consultant will endeavor to promptly inform the City's representative and Contractor conforming, or remedial action is required.
 - 2. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - 3. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- B) Conduct coordination meetings with contractors, inspection personnel, and City representatives to discuss strategy, problem areas, progress, and any required or requested coordination. Prepare a summary of these meetings and distribute them to both the City and the contractor (maximum of fifty-five (55) meetings total to be conducted in conjunction with a site observation visit.)
- C) Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- D) Provide written responses to requests for information or clarifications. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.
- E) Prepare and process change orders, if required. Consultant may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F) Review monthly pay requests by the contractor. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that

Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

- G) Assist the City in conducting substantial completion and final completion observations. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, Consultant considers the Work substantially complete, Consultant will notify City and Contractor.
- H) Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- I) Review of Contractor furnished As Built Plans.
- J) Attend a one-year warranty inspection with the City and Contractor prior to the expirations of the one-year warranty to note defects requiring contractor action.

Meetings: *Sixty (60) Kimley-Horn In-Person Meetings*
 Five (5) Counsilman-Hunsaker In-Person Meetings
 Thirty-Five (35) Davis and Davis Architecture In-Person Meetings
 Fifteen (15) Core Group In-Person Meeting
 Fifteen (15) Engineering Associates In-Person Meetings

Special Services:

Task 32 Soils Agronomy-Natural Grass Athletic Fields

The Engineer will obtain services of a subconsultant to provide soils agronomy recommendations. Analysis services will consist of sampling topsoil, testing for nutrients, general composition, and porosity. Recommendations will be provided for soil amendments, alterations to soil matrix and future best-practices for sustaining growing media.

Design Contingency:

Task 33 Design Contingency

The design contingency is exclusive for City requests for additional services beyond scope identified in the scope of work listed above. No additional scope is approved without work authorization from the City.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Boundary/Topographic Survey
- Geotechnical Services
- Traffic Impact Studies or Signal Design
- Revisions due to changes in regulations
- Revisions to CD's after design approval other than clarifications
- Archaeological Survey
- Submittal, Permitting Fees, or Impact Fees
- Construction Staking
- Off-Site Utility Design
- Off-Site Roadway Design
- Off-Site Easement Descriptions, other than noted
- Detailed Labor/Materials Cost Estimates (As Prepared by an Estimating Service)
- Record Drawing Survey
- Preparation of Site Plan Submittals or Preliminary or Final Platting
- Wetlands Permitting / Delineation
- Environmental Impact Statement
- Specialty Audio/Visual or Food Service Consultant Services
- Operations and Training Consultation

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by the Engineer during the project, including but not limited to the following:

- Sports Complex Master Plan/Future Expansion Plans
- Boundary and Topographic Survey
- As-Built Survey, if needed for LOMR
- Any existing site information including:
 - Geotechnical reports
 - As-Built Plans
 - Easements
 - Utility Information

EXHIBIT C

TENTATIVE WORK SCHEDULE

Tasks	Milestones	Start Date	Complete Date	Duration
<u>Overall Project Initiation</u>				
Task 1	Coordination and Design Management	11/1/2023	10/28/2027	
Task 2	Detention Study and Report			Concurrent with Construction Plan Package
Task 3	Conditional Letter of Map Revisoin and Fully Developed Floodplain Study			Up to 12 Months
Task 4	Letter of Map Revision (LOMR)			Up to 12 Months
<u>Tennis/Pickleball</u>				
Task 5	Programming, Master Planning and Concept Design	11/1/2023	12/13/2023	6 Weeks (Includes Holidays)
Task 6	30% Schematic Design	12/13/2024	1/31/2024	7 Weeks (Includes Holidays)
	City Review/Contractor Pricing	1/31/2024	2/21/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 7	60% Design Development	2/22/2023	4/4/2024	6 Weeks
	City Review/Contractor Pricing	4/4/2024	4/25/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 8	90% Construction Documents	4/26/2024	5/31/2024	5 Weeks
	City Review/Contractor Pricing	5/31/2024	6/21/2024	3 Weeks for City Review. 4 Weeks for Pricing;
Task 9	100% Construction Documents	6/24/2024	7/22/2024	4 Weeks; (Includes Holidays)
Task 30	Issue 100% CD/Bidding/Contract Award	7/22/2024	9/30/2024	10 Weeks
Task 31	Construction Phase Services	10/7/2024	6/7/2025	9 Months
	Warranty	5/7/2026	6/7/2026	
<u>Maintenance Area Package</u>				
Task 10	Programming, Master Planning and Concept Design	11/6/2024	1/22/2024	11 Weeks (Includes Holiday)
Task 11	30% Schematic Design	1/22/2024	2/26/2024	5 Weeks
	City Review/Contractor Pricing	2/26/2024	3/18/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 12	60% Design Development	3/19/2024	4/30/2024	6 Weeks
	City Review/Contractor Pricing	4/30/2024	5/21/2024	2 Weeks for City Review. 3 Weeks for Pricing;
Task 13	90% Construction Documents	5/22/2024	6/19/2024	4 Weeks
	City Review/Contractor Pricing	6/19/2024	7/17/2024	4 Weeks for City Review. 3 Weeks for Pricing; Includes July 4th Holiday
Task 14	100% Construction Documents	7/18/2024	8/8/2024	3 Weeks
Task 30	Issue 100% CD/Building Permit/Bidding/Contract Award	8/8/2024	10/24/2024	11 Weeks
Task 31	Construction Phase Services	11/4/2024	11/4/2025	12 Months
	Warranty	10/4/2026	11/4/2026	
<u>Rock'N River</u>				
Task 15	Programming, Master Planning and Concept Design	12/4/2023	2/9/2024	10 Weeks (Includes Holidays); Contingent on Architect Selection/schedule
Task 16	30% Schematic Design	2/12/2024	3/15/2024	5 Weeks
	City Review/Contractor Pricing	3/15/2024	4/5/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 17	60% Design Development	4/8/2024	5/31/2024	8 Weeks
	City Review/Contractor Pricing	5/31/2024	6/14/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 18	90% Construction Documents	6/17/2024	8/23/2024	8 Weeks
	City Review/Contractor Pricing	8/23/2024	9/6/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 19	100% Construction Documents	9/9/2024	10/4/2024	4 Weeks
Task 30	Issue 100% CD/Building Permit/Bidding/Contract Award	10/4/2024	12/13/2024	10 Weeks (includes Holiday)
Task 31	Construction Phase Services	1/6/2025	3/16/2026	14 Months; Open May 1, 2026

	Warranty	2/12/2027	3/16/2027	
<u>Rec Center Complex</u>				
Task 20	Programming, Master Planning and Concept Design	2/5/2024	4/12/2024	10 Weeks; Contingent on Architect Selection/Schedule
Task 21	30% Schematic Design	4/15/2023	5/17/2024	5 Weeks
	City Review/Contractor Pricing	5/17/2024	6/7/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 22	60% Design Development	6/10/2023	7/19/2024	6 Weeks
	City Review/Contractor Pricing	7/19/2024	8/9/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 23	90% Construction Documents	8/12/2024	9/13/2024	5 Weeks
	City Review/Contractor Pricing	9/13/2024	10/4/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 24	100% Construction Documents	10/7/2024	11/1/2024	4 Weeks
Task 30	Issue 100% CD/Building Permit/Bidding/Contract Award	11/1/2024	1/24/2025	11 Weeks (Includes Holidays)
Task 31	Construction Phase Services	2/3/2025	6/3/2026	16 Months
	Warranty	5/3/2027	6/3/2027	
<u>Multi-Purpose Center</u>				
Task 25	Programming, Master Planning and Concept Design	2/5/2024	3/8/2024	6 Weeks (Includes Holidays) *Contingent on Architect Selection/Schedule
Task 26	30% Schematic Design	3/11/2024	5/3/2024	8 Weeks
	City Review/Contractor Pricing	5/3/2024	5/24/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 27	60% Design Development	5/27/2024	8/16/2024	12 Weeks
	City Review/Contractor Pricing	8/16/2024	9/6/2024	2 Weeks for City Review. 3 Weeks for Pricing
Task 28	90% Construction Documents	9/9/2024	12/6/2024	13 Weeks (includes holiday)
	City Review/Contractor Pricing	12/6/2024	1/10/2025	2 Weeks for City Review. 5 Weeks for Pricing including holiday
Task 29	100% Construction Documents	1/13/2025	2/7/2025	4 Weeks
Task 30	Issue 100% CD/Bidding/Contract Award	2/7/2025	4/18/2025	10 Weeks
Task 31	Construction Phase Services	4/28/2025	10/28/2026	18 Months
	Warranty	9/28/2027	10/28/2027	

Notes:

Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Engineer does not control

EXHIBIT D

Fee Schedule

As per the standard engineering services contract and the attached exhibits - Engineer will accomplish the services for the lump sums outlined below:

Professional Fees Summary

Tasks	Milestones	Engineer Fee Cost	Sub Consultant Fee Cost	Total Fee Cost
Overall Project Initiation				
Task 1	Coordination and Design Management	305,000		305,000
Task 2	Detention Study and Report	95,000		95,000
Task 3	Conditional Letter of Map Revision and Floodplain Study	70,000		70,000
Task 4	LOMR Application	35,000		35,000
Tennis and Pickleball Center				
Task 5	Programming, Master Plan and Concept Design	50,000		50,000
Task 6	Schematic Design (30% Construction Documents)	240,000	10,800	250,800
Task 7	Design Development (60% Construction Documents)	287,000	10,800	297,800
Task 8	Construction Documents (90% Construction Documents)	287,000	10,800	297,800
Task 9	Construction Documents (100% Construction Documents)	95,000	22,000	117,000
Maintenance Facility				
Task 10	Programming, Master Plan and Concept Design	45,000	35,000	80,000
Task 11	Schematic Design (30% Construction Documents)	223,000	130,000	353,000
Task 12	Design Development (60% Construction Documents)	267,000	135,000	402,000
Task 13	Construction Documents (90% Construction Documents)	267,000	120,000	387,000
Task 14	Construction Documents (100% Construction Documents)	88,000	30,000	118,000
Rock'N River				
Task 15	Programming, Master Plan and Concept Design	50,000	35,000	85,000
Task 16	Schematic Design (30% Construction Documents)	246,000	122,000	368,000
Task 17	Design Development (60% Construction Documents)	296,000	160,000	456,000
Task 18	Construction Documents (90% Construction Documents)	296,000	160,000	456,000
Task 19	Construction Documents (100% Construction Documents)	98,000	32,000	130,000
Recreation Center Complex				
Task 20	Programming, Master Plan and Concept Design	52,000	4,500	56,500
Task 21	Schematic Design (30% Construction Documents)	260,000	31,000	291,000
Task 22	Design Development (60% Construction Documents)	312,000	35,000	347,000
Task 23	Construction Documents (90% Construction Documents)	312,000	40,000	352,000
Task 24	Construction Documents (100% Construction Documents)	102,000	20,000	122,000
Multi-Purpose Complex				
Task 25	Programming, Master Plan and Concept Design	52,000		52,000
Task 26	Schematic Design (30% Construction Documents)	260,000	10,000	270,000
Task 27	Design Development (60% Construction Documents)	312,000	10,000	322,000
Task 28	Construction Documents (90% Construction Documents)	312,000	15,000	327,000
Task 29	Construction Documents (100% Construction Documents)	100,000	10,000	110,000
Task 30	Bidding and Contract Award	80,000	24,000	104,000
Task 31	Construction Phase Services	800,000	286,000	1,086,000
Special Services				
Task 32	Agronomist		24,000	24,000
			Sub Total	7,816,900
Task 33	Design Contingency			250,000
			Total	8,066,900

Fee is inclusive of expenses. Any permitting, application, and similar project fees will be paid directly by the City.