

**EXHIBIT**  
**"A"**

**SUPPLEMENTAL AGREEMENT NO. 2  
TO "CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES RELATED TO  
THE DESIGN OF THE LAWN ON BRUSHY CREEK DOWNTOWN PARK  
WITH  
DESIGN WORKSHOP, INC."**

<b>CITY OF ROUND ROCK</b>	§	
	§	
<b>STATE OF TEXAS</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF TRAVIS</b>	§	
<b>COUNTY OF WILLIAMSON</b>	§	

THIS SUPPLEMENTAL AGREEMENT NO. 2 to "City of Round Rock Agreement for Professional Consulting Services related to the Design of the Lawn on Brushy Creek Downtown Park with Design Workshop, Inc.," called "Supplemental Agreement No. 2," is made by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **DESIGN WORKSHOP, INC.**, whose offices are located at 1390 Lawrence Street, #100, Denver, Colorado 80204 (referred to herein as the "Consultant").

**WHEREAS**, the City and Consultant previously executed the referenced "City of Round Rock Agreement for Professional Consulting Services related to the Design of the Lawn on Brushy Creek Downtown Park," hereinafter called the "Agreement" on March 9, 2023; and

**WHEREAS**, the City and Consultant subsequently executed Supplemental Agreement No. 1 modifying the scope of services and adding additional costs in the amount of \$39,000.00 to increase total costs to \$316,834.00; and

**WHEREAS**, the City and Consultant desire to further modify the scope of services for the "Lawn on Brushy Creek Downtown Park Project" and add additional costs in the amount of \$1,398,000.00 as set forth herein; and

**WHEREAS**, additionally the City and Consultant desire to add a scope of services for the related "Town Green Park Project" and add additional costs for this scope of services in the amount of \$412,000.00 as set forth herein to increase the total costs of the Agreement to \$2,126,834.00;

**NOW THEREFORE**, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 2, the City and Consultant agree that said Agreement is amended and supplemented as follows:

**I.**

Section 2.01 of the Agreement is hereby amended to read as follows:

**2.0 SCOPE OF SERVICES**

Consultant has issued its proposal for services for the “Lawn on Brushy Creek Downtown Park Project” and “Town Green Park Project” for the tasks delineated therein, such proposal for services being attached to this Agreement as Exhibit “A” titled “Scope of Services” and the Addendum to Exhibit “A,” attached hereto and incorporated herein by reference for all purposes, modifying the “Scope of Services,” which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit “A” and the Addendum to Exhibit “A,” pursuant to a schedule agreed upon by City. Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

**II.**

Section 3.01 of the Agreement is hereby amended to read as follows:

**3.0 LIMITATION TO SCOPE OF SERVICES**

Consultant’s undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit “A” and the Addendum to Exhibit “A,” attached hereto and incorporated herein by reference, and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 9.0.

**III.**

Section 4.01 of the Agreement is hereby amended to read as follows:

**4.0 CONTRACT AMOUNT**

A. Design on the Lawn on Brushy Creek Downtown Park Project. In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not to exceed One Million Seven Hundred Fourteen Thousand Eight Hundred Thirty-Four and No/100 Dollars (\$1,714,834.00) as set forth in Exhibit “A” and the attached Addendum to Exhibit “A.”

Reimbursable expenses shall not exceed Thirty Thousand and No/100 Dollars (\$30,000.00) and are included in the total not-to-exceed amount of \$1,714,834.00 for the Lawn on Brushy Creek Downtown Project.

B. Town Green Park Project. In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not to exceed Four Hundred and No/100 Dollars (\$400,000.00) as set forth in Exhibit "A" and the attached Addendum to Exhibit "A."

Reimbursable expenses shall not exceed Twelve Thousand and No/100 Dollars (\$12,000.00) and are included in the total not-to-exceed amount of \$412,000.00 for the Lawn on Brushy Creek Downtown Project.

C. The total amount of costs set forth in the Agreement for the Lawn on Brushy Creek Downtown Park Project and the Town Green Park Project collectively shall not exceed \$2,126,834.00.

**IV.**


This Supplemental Agreement No. 2 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF,** the City and Consultant have executed this Supplemental Agreement No. 2 to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**DESIGN WORKSHOP, INC.**

By:   
Printed Name: CONNORS LANDON  
Title: PRINCIPAL  
Date Signed: 01/22/24

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

## Addendum to Exhibit "A"

**Design Workshop, Inc.**  
Landscape Architecture  
Planning  
Urban Design  
Strategic Services

812 San Antonio Street  
Suite 401  
Austin, Texas 78701  
512.499.0222  
512.499.0229 fax  
[designworkshop.com](http://designworkshop.com)

*December 11<sup>th</sup>, 2023*

Katie Baker  
Parks Development Manager  
221 E. Main Street, Ste 221  
Round Rock, Texas 78664

***Additional Services for: City of Round Rock Lawn on Brushy Creek***

Add Service Number: 02: Lawn on Brushy Creek Phase 1 Design and Documentation + Town Green Park Design and Documentation

Dear Katie:

Thank you for entrusting Design Workshop, Inc. with the opportunity to collaborate on two remarkable Legacy design park projects with you and the parks department. We are thrilled about the innovative ideas that have emerged during the design process and are confident that these concepts will result in an exceptional landscape experience for the entire Round Rock community.

This correspondence serves as a formal request for approval to proceed with additional services encompassing the design and documentation phases for the Lawn on Brushy Creek Phase 1 Improvements and the Town Green Park. Enclosed, you will find a comprehensive work scope and fee details for both park projects. If you have any inquiries while reviewing these documents, please feel free to reach out to us.

Our team is dedicated to these projects, and we hope that you've witnessed our passion and commitment to making these parks extraordinary assets for Round Rock. We eagerly anticipate the opportunity to bring these ideas to fruition in 2024 and continue our collaborative journey towards enhancing the community through transformative park design.

Unless otherwise indicated, this proposal is based on the terms and conditions of the prime agreement between the City of Round Rock and Design Workshop, Inc. dated February 6<sup>th</sup>, 2023.

Thank you,



Conners Ladner, PLA  
Principal

**DESIGNWORKSHOP**

# Addendum to Exhibit "A"

ATTACHMENT A1 – SCOPE OF SERVICES  
for Round Rock Downtown Park – Lawn on Brushy Downtown Park Phase 1  
Round Rock, Texas  
12/11/2023

## ATTACHMENT A1 – SCOPE OF SERVICES

### PROJECT DESCRIPTION – LAWN ON BRUSHY DOWNTOWN PARK

The Lawn on Brushy Downtown Park, Phase 1 is part of the City of Round Rock Lawn on Brushy Vision Plan and serves as the first phase in the full development of the park and is an important link on the recently completed Heritage Trail. The city desires to implement and construct Phase 1 of Lawn on Brushy, located south of Brushy Creek along Pecan Street, a total of 11 acres. The park will include active and passive play elements, trails, a pedestrian bridge connection across the creek, overlooks, boardwalks, plazas, amphitheater, kayak launch, great lawn, amphitheater, all-inclusive playground, promenade, an iconic pavilion, regeneration of creek edges, and a focus on preserving existing viewsheds as well as natural elements and resources of the site. The total estimate provided during the master planning for this phase of the project is \$18,467,395. This includes a bridge cost of \$4,760,000. The parks department clarified that the total construction budget allotted for this phase of construction is \$12,000,000. This assumes a bridge cost of \$3,000,000. The design team will adjust programming based on this cost through schematic design. Should the construction budget increase during the project, the design fee will be reassessed based the increase of scope.

The following narrative describes a comprehensive list of services required to prepare documentation for Phase 1 and efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.



### LAWN ON BRUSHY, PHASE 1

Our proposed scope of service will include the following experts:

- Landscape Architecture
- Civil Engineering

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- Architecture
- Structural Engineering
- MEP Engineering
- Irrigation Design
- Lighting Design
- Wayfinding and Signage Design

The scope of work to be performed by Design Workshop (DESIGN WORKSHOP) in connection with this agreement is as follows:

## **BASIC SERVICES:**

The following tasks are required to complete documentation and bidding and are standard.

- Task A: Schematic Design
- Task B: Design Development
- Task C: Construction Documents
- Task D: Bidding and Negotiation
- Task E: Construction Observation
- Task F: Local Jurisdiction Construction and Site Permitting

## **SPECIAL SERVICES:**

The following tasks may be required to complete documentation and bidding. These tasks are not part of a standard design-bid-build process. They have been included based on conversation with the city and the potential regional permitting required for interactions with Brushy Creek.

- Task G: Hydraulic Impact and CLOMR
- Task H: Environmental and Permitting Special Services

## **BASIC SERVICES:**

### **TASK A: SCHEMATIC DESIGN**

The general objective for this phase of the work is to provide schematic level drawings based on the previously completed site vision. The design will move from conceptual to a further detailed schematic.

The specific tasks to be completed are as follows:

1. Lead and attend client schematic design kickoff to clarify final scope defined based on previously provided cost estimates.
2. Preliminary plan review with municipal staff.
3. Research site improvement materials and plant palettes.
4. Develop and test design alternatives.

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### ATTACHMENT A1 – SCOPE OF SERVICES

for Round Rock Downtown Park – Lawn on Brushy Downtown Park Phase 1

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5. Prepare updated design content for a 50% Schematic Design presentation. Content will include refinement of previously proposed conceptual plans, enlargement plans, updated graphic sections, diagrams, and a presentation.
6. Prepare an overall schematic design package that clearly illustrates the site development concept, key relationships, planting concepts, site circulation, and the relative disposition of the program on the site. The schematic design documents will include:
  - a. Cover page with general project information;
  - b. Overall site plan;
  - c. Vegetation protection and limit of work (LOW) plan;
  - d. Preliminary infrastructure plan,
  - e. Preliminary storm water plan,
  - f. Materials and pathways plan;
  - g. Preliminary planting plan including tree species and ground zones;
  - h. Preliminary grading plan.
  - i. Key representative Site Sections
7. Illustrate schematic site grading and drainage concepts for all areas outside the building(s) including land contouring, landscape berms, swales, walls and drainage in hardscape areas.
8. Prepare a lighting design strategy and develop a conceptual lighting plan with narrative.
9. Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.
10. Based on the Schematic Design plan, prepare an opinion of the range of probable costs.
11. Attend up to eight (8) bi-weekly client meetings during schematic design duration.

#### The following products will be prepared/delivered:

1. Project kick-off meeting agenda and meeting minutes
2. 50% Schematic Design presentation and accompanying graphics
3. 100% Schematic design documents
4. Schematic opinion of probable cost

Note: One full size printed schematic design set will be provided to Client. All additional products will be provided digitally.

#### The following meetings are anticipated:

1. Up to (8) bi-weekly conference calls with Client;
2. Internal design team meetings as required.
3. 50% Schematic Design presentation to the client (up to four hours);

# Addendum to Exhibit "A"

## ATTACHMENT A1 – SCOPE OF SERVICES

for Round Rock Downtown Park – Lawn on Brushy Downtown Park Phase 1

Round Rock, Texas

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## TASK B: DESIGN DEVELOPMENT

Upon approval by the Client of the Schematic Design, this phase will consist of documents and scope listed below. The general objective for this phase of the work is to further develop the design character and detail of the proposed design. The level of technical information for this phase will be for coordination, review, and cost estimating purposes only and will not provide the additional specific level of information for construction documentation and bidding.

The specific tasks to be completed are as follows:

1. Prepare updated design content for a 50% Design Development presentation to the client and/or council. Content will include refinement of previously proposed schematic plans, enlargement plans, updated graphic sections, diagrams, and a presentation.
2. Prepare site demolition plans illustrating existing hardscape and landscape areas that will be demolished or preserved.
3. Develop tree protection plans illustrating existing trees and other plant materials to be protected during the construction.
4. Develop plans that depict all parking, hardscape surface materials, trails, features, bridges, walls, monuments, and amenities. In addition, plans will be produced depicting detailed paving patterns, key to specific details and the location of all site furnishings such as benches, trash receptacles, trellis/scrim structures, planters, design features, art opportunities, fencing, and racks/railings. The plans will address site interface with project architecture and utility structures such as transformers and easements.
5. Develop site grading and drainage for all areas including contouring, retaining structures, swales, flow lines and drainage devices. Indicate alignments, elevations, dimensions, materials and details for retaining or freestanding walls, steps, ramps, etc. Ensure that grade transition between architectural floor elevations and exterior elevations is compatible. Provide plans for any proposed bioretention areas. The design team will perform a hydrologic impact analysis to verify that the increase in impervious cover associated with the proposed park improvements will not result in any increases in peak discharges downstream of the site.
6. Prepare preliminary utility relocation plans for the development of the site. The utility relocation plan will handle only wet utilities (water and sanitary sewer) as needed to develop the site. Dry utilities such as electrical will be included as part of the utility plans, which will include working with the city to determine if a new service or relocation of a line will be required to determine viability. Final design of the utilities will be through a standard utility agreement with the city and franchise utility. This proposal assumes that adequate public water is available in the perimeter streets around the site. This proposal assumes that sanitary will be routed to existing city systems and that those systems are adequate for the project.
7. Develop site erosion control and sedimentation plans illustrating areas to receive erosion protection.



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### ATTACHMENT A1 – SCOPE OF SERVICES

for Round Rock Downtown Park – Lawn on Brushy Downtown Park Phase 1

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8. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention will be given to ensure that views, solar orientation, erosion control, and are accommodated in the solution.
9. Prepare soil plans that identifies soil profiles for all planting areas. Soil profiles will be included in this task.
10. Prepare preliminary Irrigation Plan illustrating overall irrigation intent.
11. Signage plans will update and refine the location plan, graphic styles and the preferred signage concept, illustrated through a series of elevations, plan views and layout details.
12. Prepare a preliminary landscape lighting scheme for all major landscape areas on the property.
13. Prepare site electrical plans showing the basic layout elements required to power various site elements will be developed, with close attention to structures or elements that sit above grade.
14. Prepare site infrastructure plans that outline underground systems and offsite connections needed to provide a comprehensive system, with close attention to structures and elements that sit above grade.
15. Prepare site structural drawings for all key structural components.
16. Provide architectural drawings for key architectural features such as pavilions or restrooms.
17. Prepare construction details, sections, and elevations. The following site improvement details and elements are typically associated with Design Development:
  - a. Key walkways and pedestrian paths;
  - b. Significant fencing and gates, if needed
  - c. Site lighting (including fixtures, mounting, poles, and electrical);
  - d. Site furnishings;
  - e. Significant walls, stairs and ramps;
  - f. Key planting areas or planters;
  - g. Artistic elements;
  - h. Significant railings (guardrails and handrails);
  - i. Outdoor amenities;
  - j. Green storm water infrastructure;
  - k. Key drainage features or civil engineering features;
  - l. Utilities and infrastructure;
  - m. Trails;
  - n. Boardwalks;
  - o. Kayak Launch;
  - p. Bridge and associated details;
  - q. Amphitheater;
  - r. Play structures;
  - s. Existing trails assessment.

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18. Investigate plant availability.
19. Review materials and technical systems with potential fabricators and contractors.
20. Select site development materials and prepare design development details and enlargements.
21. Review Design Development plans with municipal staff.
22. Conduct internal Design Reviews.
23. Conduct internal Design Development Quality Control Reviews for aesthetic and technical content.
24. Based on the Design Development plan, prepare an opinion of the range of probable costs.
25. Prepare outline technical specifications for all project components within the scope of this proposal will be prepared as part of this task, including draft general conditions, table of contents and applicable Division One specifications.

The following products will be prepared/delivered:

1. 50% Design Development Presentation and accompanying graphics
2. Design Development set (60% plan submittal drawings)
  - a. Cover page
  - b. General notes
  - c. Demo/Protection plan
  - d. Site plan
  - e. Materials plan
  - f. Planting plan
  - g. Grading and drainage plan
  - h. Soils plan
  - i. Irrigation plan
  - j. Lighting plan
  - k. Electrical plan
  - l. Infrastructure plan
  - m. Signage/wayfinding plan
  - n. Details

3. Draft specifications and project manual
4. Opinion of probable cost

The following meetings are anticipated:

1. Up to (8) bi-weekly conference calls with Client.
2. Internal design team meetings as required.
3. 50% Design Development presentation to the client (up to four hours).

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ATTACHMENT A1 – SCOPE OF SERVICES  
for Round Rock Downtown Park – Lawn on Brushy Downtown Park Phase 1  
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## TASK C: CONSTRUCTION DOCUMENTS

The general objective for this phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the Client-approved Design Development Plan and Design Development level opinion of probable construction cost, Design Workshop will prepare Construction Documents.

If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Design Workshop, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's Contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Design Workshop or its consultants without obtaining Design Workshop's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Design Workshop and to release Design Workshop from any liability arising directly or indirectly from such changes not consented to by Design Workshop. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Design Workshop, including Design Workshop's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Unless required solely as a result of Design Workshop's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Design Workshop's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis.

In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

A 90% review will be conducted with the Client and changes will be made prior to issuing a 100% Construction Document set. Upon approval of 90% Construction Documents, the team will finalize design, plans and specifications in the City of Round Rock standard format. In coordination with the City of Round Rock project manager, the team will develop bid documents and assist in solicitation of project to bid as noted in the bidding and negotiation phase.

The specific tasks to be completed are as follows:

1. Prepare 90% Construction Documents to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. 90% drawings will include:
  - a. Cover sheet, drawing index, and location map;
  - b. Existing conditions;

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- c. General notes;
  - d. Demolition plan;
  - e. Site dimension control (civil);
  - f. General civil detail sheets (includes ROW access and traffic control details);
  - g. Drainage plan;
  - h. Erosion control plans, tree protection and relocation plans;
  - i. Water quality plans and details as appropriate;
  - j. Storm sewer plan and profile;
  - k. Civil utility plan with required profiles;
  - l. Hardscape, site amenity, and Materials Plan (including trails);
  - m. Horizontal dimension control plan;
  - n. Grading Plan;
  - o. All applicable sitework, lighting, furniture and planting details;
  - p. Landscape notes and details;
  - q. Tree and shrub planting plan;
  - r. Soils plan;
  - s. Irrigation plan and details;
  - t. Lighting plan;
  - u. Structural details and plans;
  - v. Architectural drawings as appropriate;
  - w. MEP plans including electrical system and above grade plumbed fixtures.
2. Provide full manual/specification book needed for bidding. It is assumed that the Division One and general condition specifications meeting City standards and requirements will be provided by the City. Bidders are assumed to provide their own quantity estimates.
  3. Final opinion of probable cost including a contingency for cost escalation that might occur between drawing delivery and bidding.
  4. Conduct technical work sessions with municipal staff to review 90% of the drawing package.
  5. Review materials and technical systems with potential fabricators and contractors.
  6. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
  7. Following one round of city comments and review of the 90% drawings, prepare 100% "Issue for Construction." This set will be fully permitted and issued as bid documents to potential contractors.
  8. Updated signage plans with complete location plan, with signage artwork and documentation details that can be submitted for bidding and the development of shop drawings by the selected fabricator.

#### The following products will be prepared/delivered:

1. 90% Construction Documents
2. Project Manual including technical specifications.
3. Construction Document level opinion of probable construction cost.

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4. 100% "Issue for construction" documentation and final project manual for bidding purposes

The following meetings are anticipated:

1. Up to (8) bi-weekly conference calls with Client;
2. Internal design team meetings as required;
3. 90% Construction Document page-turn with the client (up to four hours)
4. 100% Construction Document page turn with the client (up to four hours)

### TASK D: BIDDING AND NEGOTIATION

The general objective for this phase of the work is to obtain and review bids and assist Client in the selection of a preferred landscape Contractor, including, as necessary, assisting the Contractor in developing a clear understanding of the project for purposes of preparing construction bids. Should Value Engineering or incorporation of addenda and other modifications be required after completion of the Bid Documents, Design Workshop will complete necessary changes on a Time and Material (T&M) Basis, with a stipulated cap, agreed upon by the Client, prior to commencing work.

Reviews of financial qualifications of the contractors are beyond this scope and will not be evaluated. Design Workshop will not be responsible for formalizing contract documents for execution between Client and Contractor.

All bidding documents will be provided digitally and it's the Contractor's responsibility to print documents as necessary for their own purposes.

The specific tasks to be completed are as follows:

1. Issue Bid Documents completed in Task C.
2. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants.
3. Participate in one (1) consensus scoring meeting (virtual as needed)
4. Prepare addenda to the Bid Documents, as clarification is required.
5. Review bids for completion. Design Workshop is not responsible for errors and omissions associated with incorrect contractor bids.
6. Review substitutions and alternatives as requested by the bidders.
7. Recommend preferred bidder to Client for construction contract.
8. Prepare final consolidated for construction set to contract to capture all addenda.

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### TASK E: CONSTRUCTION OBSERVATION

The general objective for this phase of the work is to provide observation of the construction process for compliance with the drawings and specifications.

The Design Workshop team will make periodic visits to the site, as specified below, to become familiar with the progress and quality of construction and to determine whether the construction of the work is proceeding in accordance with the design intent and contract documents. During such visits and based on observations while at the site, the Design Workshop team will keep the Client informed of the progress of construction. Design Workshop may recommend rejection of work to the Client if the contractor fails to conform to the contract documents.

Client understands that construction observation is a part of Design Workshop's process and its subconsultants process and enables the Design Workshop team to observe the construction in progress at appropriate intervals to inform the owner of the progress and quality of the work. Construction observation services also enable Design Workshop to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If Client does not retain Design Workshop to perform construction observation services, then Client understands and accepts the risk that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

The specific tasks to be completed are as follows:

1. Attend pre-construction meeting with selected contractor, design team, and client to discuss the construction of the project, including project requirements, communication procedures, project scheduling, personnel, laboratory testing requirements (by Owner), field inspection, construction staking, pay requests by owner, assisting Client in preparation of pre-construction conference agenda prior to meeting, and other pertinent matters that may impact the project;
2. A member of the DW team will be on site at least one time per week or bi-weekly. A report of activity, direction or progress will be issued to the Owner for each site visit. As the prime consultant, the DW team will perform up to (24) site visits. This assumes bi-weekly visits for the duration of a twelve-month construction period.
3. DW will prepare and process routine change orders as they pertain to the original scope of work. The DW team shall have ten (10) working days to receive, review, and route reviews back to Client for distribution to the contractor. The DW team will expedite critical reviews as much as possible at the request of the contractor or Client.
4. Review and respond to applicable shop drawings, laboratory testing reports, field change requests, requests for information. DW will provide written responses to requests for information or clarification to Client or Contractor. We will create applicable CCD's and ASI's, if necessary, as a response.
5. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the Contractor. Maximum three trips.
6. As built drawings will be provided by contractor. Design Workshop will provide comment/edits and provide to client as part of project close-out.

# Addendum to Exhibit "A"

## ATTACHMENT A1 – SCOPE OF SERVICES

for Round Rock Downtown Park – Lawn on Brushy Downtown Park Phase 1

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7. Upon substantial completion of construction, the DW team will conduct a final project walkthrough with the Contractor and Owner. DW will provide a comprehensive punch list of outstanding issues for completion or discussion prior to release of contractor bonds.
8. At the end of establishment period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

This proposal includes professional service time for site visits/construction observation meetings as follows:

Pre-construction meeting	1
Bi-Weekly construction progress meeting	24
Nursery visit	2
Substantial completion punch list/Approve beg. of maintenance/establishment	1
Establishment observation visits (monthly visits during first year of establishment)	3
<u>Acceptance of established landscape</u>	<u>1</u>
Total site visits	32

Additional meetings shall be approved in writing by the Client and billed as Additional Services.

Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.

## TASK F: LOCAL JURISDICTION CONSTRUCTION AND SITE PERMITTING

1. TCEQ – GEOLOGICAL ASSESSMENT AND WPAP PREP:
  - a. The project is located within the Edwards Aquifer Recharge Zone and will require a Water Pollution and Abatement Plan (WPAP) and Geological Assessment (GA) to comply with the Texas Commission on Environmental Quality's (TCEQ) Edwards Aquifer Protection Program. A WPAP shall be prepared documenting the best management practices (BMPs) adopted to reduce potential pollutants entering the Edwards Aquifer, as well as information on the project's site plan, impervious cover, and stormwater to be generated. In addition to the WPAP effort, the GA would be performed to identify any potential recharge points. The WPAP and GA efforts would be coordinated with TCEQ.
2. USACE – NATIONWIDE PERMITS (NO PCN REQUIRED):
  - a. The proposed project design may result in regulated fill discharges pursuant to Section 404 of the Clean Water Act and regulated by US Army Corps of Engineers (USACE). These regulated fill discharges would be associated with two pedestrian crossings, potential shoreline stabilization, and a kayak launch area.

It is assumed that the project might be designed to be authorized by several Nationwide Permits (NWP), including NWP 14 (for Linear Transportation Crossings), NWP 36 (for Boat Ramps), and NWP 13 (for Bank Stabilization). Using multiple NWPs is allowable; however, each NWP has threshold impacts. All of these NWPs can be used to proceed to

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construction without USACE notification if impacts are below a certain threshold. If that threshold is exceeded, then USACE notification is required. Under this scope of work, the ENGINEER will calculate fill volumes and acres of the bridges, kayak launch, and any bank stabilization, to confirm use of NWP's without USACE notification. If USACE notification is determined to be required, then the preparation of a Pre-Construction Notification (PCN) to USACE would be a Special Scope of Service described below.

3. CITY INTERNAL PLAN REVIEW: The Design Team will prepare and submit the City's internal plan review package. The City is to provide a list of required items to be included in this package at project kickoff. The Design Team will coordinate with the City as needed to address up to one round of comments from the city's internal plan review.

## **SPECIAL SERVICES:**

### **TASK G: HYDRAULIC IMPACT ANALYSIS AND CLOMR:**

The design team will perform a hydraulic impact analysis to verify that the proposed improvements do not result in any adverse impacts upstream or downstream of the project area. Because the proposed improvements are within the regulatory floodway and likely to constrict flood conveyance, and based on initial discussions with the CITY's floodplain administrator, it is assumed that a CLOMR will be required for FEMA approval.

The analysis will utilize FEMA effective hydrologic and hydraulic models to be provided by the CITY's Floodplain Administrator immediately after notice to proceed. Evaluation or use of preliminary or updated effective models after notice to proceed will be considered an additional service.

The hydraulic impact assessment and CLOMR effort will include the following:

1. Develop the Pre-project conditions hydraulic model by revising the effective FEMA hydraulic model to reflect the survey data obtained for the project.
2. Develop a Project conditions hydraulic model by revising the pre-project conditions hydraulic model to reflect the proposed improvements. This is assumed to include the addition of two (2) bridges across the main stem of Brushy Creek and grading associated with the proposed park.
3. Compare the water surface elevations of the Pre-project conditions model to those of the Project conditions model for the 2-, 10-, 25-, and 100-year storm events.
4. Evaluate results of the pre- and post-project hydraulic models and determine general design changes and/or onsite mitigation that may be required to mitigate adverse impact to nearby properties using criteria defined by CITY floodplain administrator at project kickoff. General extents and location of required design changes and/or mitigation will be summarized via email. After CLIENT revises the design, the ENGINEER will perform up to one update of the hydrologic and hydraulic models to verify adverse impacts are mitigated. Additional updates or coordination with property owners will be considered an additional service.
5. Perform a floodway analysis to verify there are no changes to the regulatory floodway.
6. Summarize the results of the H&H analysis and changes to floodplain extents and water surface elevations in the Conditional Letter of Map Revision (CLOMR).



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7. Prepare and submit the CLOMR to FEMA, including the necessary MT-2 forms and additional CLOMR documentation required for the FEMA submittal. This does not include the CLOMR submittal review fee payable to FEMA.
8. Address up to one round of FEMA comments on the CLOMR. This does not include preparation or submittal of a separate LOMR after the project is constructed.
9. For City documentation purposes, perform a pre- and post-project hydrologic and hydraulic comparison using updated Atlas 14 flows (as developed in the HEC-HMS models provided by the CITY). This is separate from the CLOMR analysis and will be documented separately.

### TASK H: ENVIRONMENTAL AND PERMITTING SPECIAL SERVICES

1. USACE – NATIONWIDE PERMITS (PCN REQUIRED): If the regulated fill discharges are determined to exceed certain NWP thresholds and a PCN is required, then a complete PCN application package would be prepared. This would include a Pre-Application Meeting with USACE and stakeholders, then a PCN application package would be prepared that would include a 4345 ENG Form, Waters of the US Report, Federally Listed Species Habitat Assessment, Texas Historical Commission coordination letter, TCEQ Water Quality Certification, and assistance with plans and profiles.
2. USACE – INDIVIDUAL PERMIT: If the regulated fill discharges are determined to exceed certain NWP allowances and cannot be used to authorize the project, then an Individual Permit (IP) would be prepared. This would require additional USACE coordination, could require the development of a compensatory mitigation plan, and would require development of an Alternatives Analysis that demonstrates the project alternative and its fill discharges are necessary.
3. USFWS – BIOLOGICAL ASSESSMENT: There is known designated critical habitat for the federally listed Jollyville Plateau Salamander (*Eurycea tonkawae*) less than one mile downstream of the project area (spring habitat within Brushy Creek). If during the IP process the USACE or USFWS determines that a Biological Assessment (BA) is required under Section 7 consultation of the Endangered Species Act as part of the USACE permitting process, then one would be prepared by the ENGINEER. The BA would include the identification of potentially occurring species, life history and habitat traits, potential BMPs and conservation measures, project effect determinations, and other BA requirements.

### PROJECT CONDITIONS

1. Client/Client Rep. coordination may need extra time if Design Workshop must coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
4. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents, and advise the Client

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accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

### PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the Client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. Geotechnical Services and survey services.
2. Revisions to site area or project scope of work
  - a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget.
3. Additional Graphic Deliverables
  - a. Alternate Design directions and/or alternate solutions after the completion of the schematic design package.
  - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein.
  - c. Production of fully rendered 3D (or physical) model or fly-through.
4. Certifications & Permits
  - a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein.
  - b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted.
  - c. Fee associated with FEMA permitting
5. Value Engineering
  - a. Value engineering work due to a change in budget allocation or change in budget after approval/ completion of Documents for the Phase.
  - b. Value engineering work related to delivery of the project by a Construction Manager, General Contractor, or other such Contractor of the Owner on a "shared savings" basis.
6. Construction Observation (in addition to that indicated in the base scope of services in this agreement)
  - a. Phased document (plans and technical specifications) preparation for phased Construction Observation services, including "early bid" packages except as defined herein.
  - b. Construction observation for discrete projects or items which may begin prior to completion of construction documents.
  - c. Additional time required in the construction observation phase other than the hours defined herein.
  - d. Deductive or additive change orders requested by Client after the completion of construction documents.
  - e. Preparation of record drawings or of measured drawings of existing conditions.
  - f. Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified.

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- 7. Meetings and Site Visits
  - a. In person, web, and site meetings in addition to the number indicated in base scope of services of this agreement.

## PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

### Principal-in-Charge

Connors Ladner will serve as Principal-in-Charge Lawn on Brushy – Phase 1 project and Town Green Park project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

### Project Manager

Margarita Padilla will serve as the Project Manager for the Lawn on Brushy – Phase 1 project and Town Green Park project and will also be responsible for leading the planning and design efforts associated with the work. Her responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of Design Workshop's consultant team.

## SCHEDULE

Design Workshop is prepared **(to begin services immediately)** upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative.

- Schematic Design – 12 Weeks
- Design Development – 16 Weeks
- Construction Documents – 20 Weeks
- Bidding and Negotiation – 4 weeks
- Local Jurisdiction Construction and Site Permitting – Concurrent with CD Phase

\*Additional Schedule will need to be accommodated for Task G: Hydraulic Impact and CLOMR and Task H: Environmental and Permitting Special Services.

## FEES AND EXPENSES

Basic services: Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of **\$1,200,000**. Special Services and expenses will be billed on a T&M basis as required.

A.	Schematic Design.....	\$180,000
B.	Design Development .....	\$294,000
C.	Construction Documents.....	\$408,000

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D.	Bidding and Negotiation.....	\$42,000
E.	Construction Observation .....	\$216,000
F.	Local Jurisdictional Construction and Site Permitting .....	\$60,000

**Total Basic Design Services.....\$1,200,000**

Special Services: Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be on an hourly basis with a set T&M NTE.

G.	Hydraulic Impact Analysis and CLOMR .....	\$70,000
H.	Environmental and permitting special services .....	\$98,000

**Total Special Services .....**\$168,000

### Direct Expenses

Total Reimbursable Expenses.....\$30,000

**TOTAL - Basic Design Services (Lump Sum), Special Services (T&M), and Reimbursable Expenses (T&M).....\$1,398,000**

## RETAINER

In accordance with Design Workshop's policy, a retainer of (\$25,000) is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

## ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

## PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work. Special Services are a not to exceed and will be billed on a time & materials basis.

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2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

### ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and the City of Round Rock, owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

### DESIGN WORKSHOP, INC.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

### APPROVED BY CLIENT:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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## ATTACHMENT A2 – SCOPE OF SERVICES

### PROJECT DESCRIPTION – TOWN GREEN PARK

The Town Green Park is located at 102 N. Mays Street, in the same block as Koughan Memorial Water Tower Park in Round Rock, Texas. The City shared a site plan and digital renderings of the proposed design for the area and requested assistance from the Design Workshop team to provide contract documents for the park and existing Johnson Building. Through a preliminary design process, the city has provided design direction for the Johnson Building. As noted by the city, the park design should be iterated and needs to include elements of shade, outdoor seating, site amenities, areas for small events and gathering, space for large mobile screen with trailer access, wide sidewalks with access to the water tower, and all utilities needed for seasonal activation. The total estimate cost provided by the city for the park is \$4,000,000, which includes \$1,000,000 for architectural improvements at the Johnson building. The design team will adjust programming based on this cost through schematic design. Should the construction budget increase during the project, the design fee will be reassessed based the increase of scope.

The following narrative describes a comprehensive list of services required to prepare documentation for the project. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

Our proposed scope of service will include the following experts:

- Landscape Architecture
- Civil Engineering
- Architecture
- Structural Engineering
- MEP Engineering
- Irrigation Design
- Lighting Design

The scope of work to be performed by Design Workshop (DESIGN WORKSHOP) in connection with this agreement is as follows:

#### **BASIC SERVICES:**

The following tasks are required to complete documentation and bidding and are standard.

- Task A: Schematic Design
- Task B: Design Development
- Task C: Construction Documents
- Task D: Bidding and Negotiation
- Task E: Construction Observation
- Task F: Local Jurisdiction Construction and Site Permitting

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## **BASIC SERVICES:**

### **TASK A: SCHEMATIC DESIGN**

The general objective for this phase of the work is to provide schematic level drawings based on the previously completed site vision. The design will move from conceptual to a further detailed schematic.

The specific tasks to be completed are as follows:

1. Lead and attend client schematic design kickoff to clarify final scope defined based on previously provided cost estimates.
2. Preliminary plan review with municipal staff.
3. Research site improvement materials and plant palettes.
4. Develop and test design alternatives.
5. Prepare updated design content for a 50% Schematic Design presentation. Content will include refinement of previously proposed conceptual plans, enlargement plans, updated graphic sections, diagrams, and a presentation.
6. Prepare an overall schematic design package that clearly illustrates the site development concept, key relationships, planting concepts, site circulation, and the relative disposition of the program on the site for preliminary pricing. The schematic design documents will include:
  - a. Cover page with general project information;
  - b. Overall site plan;
  - c. Vegetation protection and limit of work (LOW) plan;
  - d. Materials and pathways plan;
  - e. Preliminary planting plan including tree species and ground zones;
  - f. Preliminary grading plan.
  - g. Key representative Site Sections
7. Illustrate schematic site grading and drainage concepts for all areas outside the building(s) including land contouring, landscape berms, swales, walls and drainage in hardscape areas.
8. Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.
9. Based on the Schematic Design plan, prepare an opinion of the range of probable costs.
10. Bi-weekly client calls will be part of Lawn on Brushy Creek scope

The following products will be prepared/delivered:

1. Project kick-off meeting agenda and meeting minutes
2. 50% Schematic Design presentation and accompanying graphics
3. 100% Schematic design documents

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### 4. Schematic opinion of probable cost

Note: One full size printed schematic design set will be provided to Client. All additional products will be provided digitally.

The following meetings are anticipated:

1. Internal design team meetings as required.
2. 50% Schematic Design presentation to the client (up to four hours);

## TASK B: DESIGN DEVELOPMENT

Upon approval by the Client of the Schematic Design, this phase will consist of documents and scope listed below. The general objective for this phase of the work is to further develop the design character and detail of the proposed design. The level of technical information for this phase will be for coordination, review, and cost estimating purposes only and will not provide the additional specific level of information for construction documentation and bidding.

The specific tasks to be completed are as follows:

1. Prepare updated design content for a 50% Design Development presentation to the client and/or council. Content will include refinement of previously proposed schematic plans, enlargement plans, updated graphic sections, diagrams, and a presentation.
2. Prepare site demolition plans illustrating existing hardscape and landscape areas that will be demolished or preserved.
3. Develop tree protection plans illustrating existing trees and other plant materials to be protected during the construction.
4. Develop plans that depict all hardscape surface materials, trails and amenities. In addition, plans will be produced depicting detailed paving patterns, key to specific details and the location of all site furnishings such as benches, trash receptacles, trellis/scrim structures, planters, design features, art opportunities, fencing, and racks/railings. The plans will address site interface with project architecture and utility structures such as transformers and easements.
5. Develop site grading and drainage for all areas including contouring, retaining structures, swales, flow lines and drainage devices. Indicate alignments, elevations, dimensions, materials and details for retaining or freestanding walls, steps, ramps, etc. Ensure that grade transition between architectural floor elevations and exterior elevations is compatible. Provide plans for any proposed bioretention areas. The design team will perform a hydrologic impact analysis to verify that the increase in impervious cover associated with the proposed park improvements will not result in any increases in peak discharges downstream of the site.
6. Prepare preliminary utility relocation plans for the development of the site. The utility relocation plan will handle only wet utilities (water and sanitary sewer) as needed to develop the site. Dry utilities such as electrical will be included as part of the utility plans, which will include working with



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the city to determine if a new service or relocation of a line will be required to determine viability. Final design of the utilities will be through a standard utility agreement with the city and franchise utility. This proposal assumes that adequate public water is available in the perimeter streets around the site. This proposal assumes that sanitary will be routed to existing city systems and that those systems are adequate for the project.

7. Develop site erosion control and sedimentation plans illustrating areas to receive erosion protection.
8. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention will be given to ensure that views, solar orientation, erosion control, and are accommodated in the solution.
9. Prepare soil plans that identifies soil profiles for all planting areas. Soil profiles will be included in this task.
10. Prepare preliminary Irrigation Plan illustrating overall irrigation intent.
11. Signage plans will update and refine the location plan, graphic styles and the preferred signage concept, illustrated through a series of elevations, plan views and layout details.
12. Prepare a preliminary landscape lighting scheme for all major landscape areas on the property.
13. Prepare site electrical plans showing the basic layout elements required to power various site elements will be developed, with close attention to structures or elements that sit above grade.
14. Prepare site infrastructure plans that outline underground systems and offsite connections needed to provide a comprehensive system, with close attention to structures and elements that sit above grade.
15. Prepare site structural drawings for all key structural components.
16. Provide architectural drawings for the Johnson Building
17. Prepare construction details, sections, and elevations. The following site improvement details and elements are typically associated with Design Development:
  - a. Key walkways and pedestrian paths;
  - b. Significant fencing and gates, if needed
  - c. Site lighting (including fixtures, mounting, poles, and electrical);
  - d. Site furnishings;
  - e. Significant walls, stairs and ramps;
  - f. Key planting areas or planters;
  - g. Artistic elements;
  - h. Significant railings (guardrails and handrails);
  - i. Outdoor amenities;
  - j. Green storm water infrastructure;
  - k. Key drainage features or civil engineering features;

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- I. Utilities and infrastructure;
  - m. Trails;
18. Investigate plant availability.
  19. Review materials and technical systems with potential fabricators and contractors.
  20. Select site development materials and prepare design development details and enlargements.
  21. Review Design Development plans with municipal staff.
  22. Conduct internal Design Reviews.
  23. Conduct internal Design Development Quality Control Reviews for aesthetic and technical content.
  24. Based on the Design Development plan, prepare an opinion of the range of probable costs.
  25. Prepare outline technical specifications for all project components within the scope of this proposal will be prepared as part of this task, including draft general conditions, table of contents and applicable Division One specifications.

### The following products will be prepared/delivered:

1. 50% Design Development Presentation and accompanying graphics
2. Design Development set (60% plan submittal drawings)
  - a. Cover page
  - b. General notes
  - c. Demo/Protection plan
  - d. Site plan
  - e. Materials plan
  - f. Planting plan
  - g. Grading and drainage plan
  - h. Soils plan
  - i. Irrigation plan
  - j. Lighting plan
  - k. Electrical plan
  - l. Infrastructure plan
  - m. Signage/wayfinding plan
  - n. Details

3. Draft specifications and project manual
4. Opinion of probable cost

### The following meetings are anticipated:

1. Design meetings will be held with Lawn on Brushy Creek meetings
2. Internal design team meetings as required.

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3. 50% Design Development presentation to the client (up to four hours).

### TASK C: CONSTRUCTION DOCUMENTS

The general objective for this phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the Client-approved Design Development Plan and Design Development level opinion of probable construction cost, Design Workshop will prepare Construction Documents.

If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Design Workshop, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's Contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Design Workshop or its consultants without obtaining Design Workshop's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Design Workshop and to release Design Workshop from any liability arising directly or indirectly from such changes not consented to by Design Workshop. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Design Workshop, including Design Workshop's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Unless required solely as a result of Design Workshop's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Design Workshop's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis.

In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

A 90% review will be conducted with the Client and changes will be made prior to issuing a 100% Construction Document set. Upon approval of 90% Construction Documents, the team will finalize design, plans and specifications in the City of Round Rock standard format. In coordination with the City of Round Rock project manager, the team will develop bid documents and assist in solicitation of project to bid as noted in the bidding and negotiation phase.

The specific tasks to be completed are as follows:

1. Prepare 90% Construction Documents to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. 90% drawings will include:

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- a. Cover sheet, drawing index, and location map;
  - b. Existing conditions;
  - c. General notes;
  - d. Demolition plan;
  - e. Site dimension control (civil);
  - f. General civil detail sheets (includes ROW access and traffic control details);
  - g. Drainage plan;
  - h. Erosion control plans, tree protection and relocation plans;
  - i. Water quality plans and details as appropriate;
  - j. Storm sewer plan and profile;
  - k. Civil utility plan with required profiles;
  - l. Hardscape, site amenity, and Materials Plan (including trails);
  - m. Horizontal dimension control plan;
  - n. Grading Plan;
  - o. All applicable sitework, lighting, furniture and planting details;
  - p. Landscape notes and details;
  - q. Tree and shrub planting plan;
  - r. Soils plan;
  - s. Irrigation plan and details;
  - t. Lighting plan;
  - u. Structural details and plans;
  - v. Architectural drawings;
  - w. MEP plans including electrical system and above grade plumbed fixtures.
2. Provide full manual/specification book needed for bidding. It is assumed that the Division One and general condition specifications meeting City standards and requirements will be provided by the City. Bidders are assumed to provide their own quantity estimates.
  3. Final opinion of probable cost including a contingency for cost escalation that might occur between drawing delivery and bidding.
  4. Conduct technical work sessions with municipal staff to review 90% of the drawing package.
  5. Review materials and technical systems with potential fabricators and contractors.
  6. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
  7. Following one round of city comments and review of the 90% drawings, prepare 100% "Issue for Construction." This set will be fully permitted and issued as bid documents to potential contractors.
  8. Updated signage plans with complete location plan, with signage artwork and documentation details that can be submitted for bidding and the development of shop drawings by the selected fabricator.

The following products will be prepared/delivered:

1. 90% Construction Documents
2. Project Manual including technical specifications.

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3. Construction Document level opinion of probable construction cost.
4. 100% "Issue for construction" documentation and final project manual for bidding purposes

The following meetings are anticipated:

1. Internal design team meetings as required;
2. 90% Construction Document page-turn with the client (up to four hours)
3. 100% Construction Document page turn with the client (up to four hours)

### TASK D: BIDDING AND NEGOTIATION

The general objective for this phase of the work is to obtain and review bids and assist Client in the selection of a preferred landscape Contractor, including, as necessary, assisting the Contractor in developing a clear understanding of the project for purposes of preparing construction bids. Should Value Engineering or incorporation of addenda and other modifications be required after completion of the Bid Documents, Design Workshop will complete necessary changes on a Time and Material (T&M) Basis, with a stipulated cap, agreed upon by the Client, prior to commencing work.

Reviews of financial qualifications of the contractors are beyond this scope and will not be evaluated. Design Workshop will not be responsible for formalizing contract documents for execution between Client and Contractor.

All bidding documents will be provided digitally and it's the Contractor's responsibility to print documents as necessary for their own purposes.

The specific tasks to be completed are as follows:

1. Issue Bid Documents completed in Task C.
2. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants.
3. Participate in one (1) consensus scoring meeting (virtual as needed)
4. Prepare addenda to the Bid Documents, as clarification is required.
5. Review bids for completion. Design Workshop is not responsible for errors and omissions associated with incorrect contractor bids.
6. Review substitutions and alternatives as requested by the bidders.
7. Recommend preferred bidder to Client for construction contract.
8. Prepare final consolidated for construction set to contract to capture all addenda.

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### TASK E: CONSTRUCTION OBSERVATION

The general objective for this phase of the work is to provide observation of the construction process for compliance with the drawings and specifications.

The Design Workshop team will make periodic visits to the site, as specified below, to become familiar with the progress and quality of construction and to determine whether the construction of the work is proceeding in accordance with the design intent and contract documents. During such visits and based on observations while at the site, the Design Workshop team will keep the Client informed of the progress of construction. Design Workshop may recommend rejection of work to the Client if the contractor fails to conform to the contract documents.

Client understands that construction observation is a part of Design Workshop's process and its subconsultants process and enables the Design Workshop team to observe the construction in progress at appropriate intervals to inform the owner of the progress and quality of the work. Construction observation services also enable Design Workshop to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If Client does not retain Design Workshop to perform construction observation services, then Client understands and accepts the risk that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

The specific tasks to be completed are as follows:

1. Attend pre-construction meeting with selected contractor, design team, and client to discuss the construction of the project, including project requirements, communication procedures, project scheduling, personnel, laboratory testing requirements (by Owner), field inspection, construction staking, pay requests by owner, assisting Client in preparation of pre-construction conference agenda prior to meeting, and other pertinent matters that may impact the project;
2. A member of the DW team will be on site at least one time per week or bi-weekly. A report of activity, direction or progress will be issued to the Owner for each site visit. As the prime consultant, the DW team will perform up to (24) site visits. This assumes bi-weekly visits for the duration of a twelve-month construction period.
3. DW will prepare and process routine change orders as they pertain to the original scope of work. The DW team shall have ten (10) working days to receive, review, and route reviews back to Client for distribution to the contractor. The DW team will expedite critical reviews as much as possible at the request of the contractor or Client.
4. Review and respond to applicable shop drawings, laboratory testing reports, field change requests, requests for information. DW will provide written responses to requests for information or clarification to Client or Contractor. We will create applicable CCD's and ASI's, if necessary, as a response.
5. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the Contractor. Maximum three trips.
6. As built drawings will be provided by contractor. Design Workshop will provide comment/edits and provide to client as part of project close-out.

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7. Upon substantial completion of construction, the DW team will conduct a final project walkthrough with the Contractor and Owner. DW will provide a comprehensive punch list of outstanding issues for completion or discussion prior to release of contractor bonds.
8. At the end of establishment period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

This proposal includes professional service time for site visits/construction observation meetings as follows:

Pre-construction meeting	1
Bi-Weekly construction progress meeting	12
Nursery visit	1
Substantial completion punch list/Approve beg. of maintenance/establishment	1
<u>Acceptance of established landscape</u>	<u>1</u>
Total site visits	16

Additional meetings shall be approved in writing by the Client and billed as Additional Services.

Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.

## TASK F: LOCAL JURISDICTION CONSTRUCTION AND SITE PERMITTING

1. CITY INTERNAL PLAN REVIEW: The Design Team will prepare and submit the City's internal plan review package. The City is to provide a list of required items to be included in this package at project kickoff. The Design Team will coordinate with the City as needed to address up to one round of comments from the city's internal plan review.

## PROJECT CONDITIONS

1. Client/Client Rep. coordination may need extra time if Design Workshop must coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
4. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents, and advise the Client

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accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

## PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the Client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. Geotechnical Services and survey services.
2. Revisions to site area or project scope of work
  - a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget.
3. Additional Graphic Deliverables
  - a. Alternate Design directions and/or alternate solutions after the completion of the schematic design package.
  - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein.
  - c. Production of fully rendered 3D (or physical) model or fly-through.
4. Certifications & Permits
  - a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein.
  - b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted.
  - c. Fee associated with FEMA permitting
5. Value Engineering
  - a. Value engineering work due to a change in budget allocation or change in budget after approval/ completion of Documents for the Phase.
  - b. Value engineering work related to delivery of the project by a Construction Manager, General Contractor, or other such Contractor of the Owner on a "shared savings" basis.
6. Construction Observation (in addition to that indicated in the base scope of services in this agreement)
  - a. Phased document (plans and technical specifications) preparation for phased Construction Observation services, including "early bid" packages except as defined herein.
  - b. Construction observation for discrete projects or items which may begin prior to completion of construction documents.
  - c. Additional time required in the construction observation phase other than the hours defined herein.
  - d. Deductive or additive change orders requested by Client after the completion of construction documents.
  - e. Preparation of record drawings or of measured drawings of existing conditions.
  - f. Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified.



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- 7. Meetings and Site Visits
  - a. In person, web, and site meetings in addition to the number indicated in base scope of services of this agreement.

## PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

### Principal-in-Charge

Connors Ladner will serve as Principal-in-Charge for Town Green Park project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

### Project Manager

Margarita Padilla will serve as the Project Manager for the Town Green Park project and will also be responsible for leading the planning and design efforts associated with the work. Her responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of Design Workshop's consultant team.

## SCHEDULE

Design Workshop is prepared **(to begin services immediately)** upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative.

- Schematic Design – 12 Weeks
- Design Development – 12 Weeks
- Construction Documents – 12 Weeks
- Bidding and Negotiation – 4 weeks
- Local Jurisdiction Construction and Site Permitting – Concurrent with CD Phase

## FEES AND EXPENSES

Basic services: Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of **\$400,000**. Expenses will be billed on a T&M basis as required.

A.	Schematic Design.....	\$88,000
B.	Design Development .....	\$88,000
C.	Construction Documents.....	\$112,000
D.	Bidding and Negotiation.....	\$12,000
E.	Construction Observation .....	\$80,000
F.	Local Jurisdictional Construction and Site Permitting .....	\$20,000

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**Total Basic Design Services.....\$400,000**

## Direct Expenses

Total Reimbursable Expenses.....\$12,000

**TOTAL - Basic Design Services (Lump Sum), Special Services (T&M), and Reimbursable Expenses (T&M).....\$412,000**

## RETAINER

In accordance with Design Workshop's policy, a retainer of (\$25,000) is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

## ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

## PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work. Special Services are a not to exceed and will be billed on a time & materials basis.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

## ACCEPTANCE

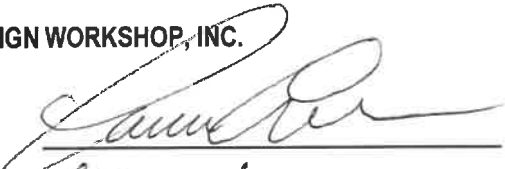
1. This Agreement is entered into between Design Workshop, Inc. and the City of Round Rock, owner or reputed owner of the property to be benefited by Design Workshop's services.

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- 2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
- 3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
- 4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

**DESIGN WORKSHOP, INC.**

By:   
 Title: CONNERS CAPRIN  
PRINCIPAL

Date: 1/22/24

**APPROVED BY CLIENT:**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

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