

May 30, 2018

Ms. Jennifer Gates  
City of New Braunfels  
550 Landa Street  
New Braunfels, Texas 78130

## **Sports Fields Complex – 2019 Bond Program Development**

New Braunfels, Texas

### **SCOPE OF WORK**

Norris Design will lead a team of technical professionals in partnership with the City of New Braunfels to provide a Needs Study, Conceptual Design and Schematic Design with Cost Estimating throughout the process in preparation for the proposed 2019 Bond Program. The Consultant Team will work with the City and the New Braunfels Industrial Development Corporation (4B) in the development of a recently acquired 150 +/- acre property at the southeast corner of Klein Road and FM 1044 in New Braunfels, TX into a regional sports complex.

### **PHASE 1 – SUMMARY OF NEEDS SURVEY**

#### **Task 1 – Project Initiation**

Norris Design will conduct a project team kick-off including all sub-consultants to discuss the overall project management including team communication, team meetings, project scope and timeline, the community input process, park programming, site opportunities and constraints and answer any final questions our sub-consultants may have. Norris Design's team of sub-consultants includes:

1. Site Survey and Civil Engineering – Walker Partners
2. Architecture Design – Barker Rinker Seacat Architecture
3. Geotechnical Engineering – Holt Engineering – provided as an Additional Service to be determined after Phase 2 – Conceptual Design
4. Environmental Engineering– Cox McClain
5. Cost Estimation Consulting – Cumming

Deliverables include:

1. One (1) Team Meeting

#### **Task 2: Community Input**

Norris Design will work with the City of New Braunfels to create content to be posted on the City's website to initiate community feedback regarding the programming and amenities for the park. Norris Design anticipates the following:

1. Prepare a questionnaire to be posted on the City's website to gather information and community feedback.
2. Prepare a site map of the site to be provided to the City to be posted on their website.
3. Assemble and evaluate community input from the questionnaire and provide the results to the City.
4. Meet with the City and project stakeholders to review the results for the questionnaire.
5. Attend one (1) public open house meeting as a part of the project.

Deliverables include:

1. Host one (1) meeting with the City of New Braunfels, project stakeholders and interested public
2. Park Questionnaire
3. Park Questionnaire results and recommendations

## PHASE 2 – CONCEPTUAL DESIGN

### Task 3: Design Charrette

Norris Design in collaboration with the City of New Braunfels will conduct a design charrette which will be coordinated with City and project stakeholder meetings as a strategy to gain valuable community input while remaining as efficient as possible with team travel and hours. Norris Design will host and facilitate the design charrette in partnership with the City which will include the following:

1. Meeting with the City Staff and project stakeholders to develop the design charrette format and details.
2. Provide comment cards and formulate into a summary used to program and design the park.
3. Utilize the site map created in Task 2 and prepare park amenities laminated cut outs and to assist the public to design the park during the charrette.
4. Lead the community design charrette facilitation.
  - Perform a park programming and design exercise with the group(s).
5. Provide question and answer and record and tabulate the information.
6. Meeting with City Staff and project stakeholders to review the findings from the design charrette to be incorporated into the following design phases.

Deliverables include:

1. One (1) meetings with the City of New Braunfels and project stakeholders
2. One (1) design charrette meeting – format to be determined by entire team
3. Comment cards and summary

### Task 4: Conceptual Plan Alternatives

Based on direction from the City of New Braunfels and project stakeholders, known site opportunities and constraints and initial feedback from the web-based community survey, Norris Design will prepare two (2) conceptual plan alternatives for review by the design team and utilized for the design charrette. Norris Design anticipates the following:

1. Meet with all appropriate City Staff team members including the Capital Improvements, Engineering, Parks and Recreation Department and Facilities Maintenance and Operations, and all other necessary parties for feedback on park programming and facility locations.
2. Project Concepts | Key design elements and features
  - Athletic field layout and grouping
  - Coordination of parking needs with key drop off and ADA parking needs
  - Overall vehicular / bus circulation and long term parking for tournament needs
  - Natural resource preservation areas and limits of disturbance
  - Play area and structures
  - Dedicated and multi-purpose field layout and buffers
  - Skate elements, full court basketball potential
  - Multi-purpose trail alignments and locations
  - Restroom size and location
  - Concessions and picnic locations
  - ADA Pedestrian access / circulation route
  - Pedestrian access of adjacent school and neighborhoods
  - Maintenance facility and yard
3. Coordination and design considerations
  - Coordinate with Walker Partners to analyze cut and fill
  - Coordinate with BRS Architecture Building programming, site locations and on site lighting recommendations
  - Coordinate with Design Team on utility and infrastructure

- Coordinate design of all program elements with Walker Partners to integrate any necessary drainage solutions into the park concept
  - Coordination with City Staff, project stakeholders and Design Team on the access road and parking area including the drop off zone(s)
4. Meet with all appropriate City Staff and project stakeholders to review the two (2) conceptual plan alternatives.
  5. Revise the two (2) conceptual plan alternatives based on feedback from the City and project stakeholders.

Deliverables include:

1. Two (2) Conceptual Plan Alternatives (digital and paper copies)
2. One (1) meetings with the City of New Braunfels and project stakeholders

## PHASE 3 – SCHEMATIC DESIGN

### Task 5: Schematic Design

Based on the community input and direction from the City Staff and project stakeholders, Norris Design shall develop a park program, layout and site plan. Additionally, Norris Design will lead the design team and sub-consultants to create and deliver a schematic design plan set for the City's review and approval. The schematic design will be designed per all codes and regulations recognized by the City. This plan set will identify and locate all park amenities and include the following preliminary plans:

1. One (1) Design Team Meeting
2. Athletic Field Layout Plan
  - Layout and Dimensioning of fields, bleachers, warm up areas, batting cages etc. in coordination with other site elements
3. Hardscape Plans – prepared in AutoCAD
  - All park & site amenities
  - Vehicular access and parking area locations
  - Sidewalks, trails ADA Accessibility
  - Parks entry monumentation & wayfinding signage
4. Landscape Plans – prepared in AutoCAD
  - Plant list per the City of New Braunfels approved plant list
  - Landscape theme
  - Landscape buffers
  - Tree location
  - Passive rainwater harvesting
5. Irrigation Plans – prepared in AutoCAD
  - Point of connection and irrigation meter location
  - Backflow location
  - Mainline location
  - Controller location
  - Irrigation demands at full build out
6. Design Narrative for materials and methods
7. Perform an internal quality assurance review
8. Three (3) Meetings with the City Staff and project stakeholders to review the Schematic Design plan progress and record their comments to be incorporated into the final Schematic Design Package.
9. Two (2) Bird's eye perspectives of the overall site – City to select the views from options provided by Norris Design for further development. Once views have been selected – any new views desired will be additional services.
10. Three (3) detailed perspectives of key areas – City to select the views from options provided by Norris Design for further development. Once views have been selected any new views desired will be additional services.

11. Schematic Design Opinion of Probable Cost Estimate
12. Present the project and findings from the Community Input, Conceptual Plan Alternatives and Design Charrette to the Mayor and Council.

Deliverables include:

1. Schematic Design Package (digital and paper copies)
2. Three (3) meeting with City Staff and project stakeholders
3. One (1) Presentation to the City of New Braunfels Mayor, City Council and public

## AGREEMENT QUALIFICATIONS

### A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

1. Soils/Geology Reports
2. ALTA Survey
3. Aerial Photography
4. Market Research

### B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Engineering (i.e. – Electrical, Structural, Mechanical, etc. will be added with local consultants as the full project program becomes defined)

### C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

<u>Term</u>	<u>Definition</u>
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item

## TERMS AND CONDITIONS

### A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level

documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.

18. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
19. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
20. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
21. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
22. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

**B. Specific Terms**

1. N/A

**C. Standard Hourly Rates**

Principal in Charge	\$ 120.00/Hour
Design Principal	\$ 150.00/Hour
Senior Associate	\$ 110.00/Hour
Associate	\$ 90.00/Hour
Landscape Designer	\$ 80.00/Hour

**Fee Schedule**

	Fee
Task 1: Summary of Needs	\$ 4,770.00
Task 2: Community Input	\$ 12,290.00
Task 3: Design Charrette	\$ 14,335.00
Task 4: Conceptual Plan Alternatives	\$ 35,310.00
Task 5: Schematic Design	\$ 51,670.00
Task 6: Geotechnical Engineering – Additional Service	TBD
Task 7: Environmental Engineering	\$ 22,667.10
Task 8: Site Survey and Civil Engineering	\$108,000.00
Task 9: Architectural Design	\$ 61,110.00
Task 10: Cost Estimation Consulting	\$ 29,585.00

**Total** **\$339,737.10**

Norris Design Estimated Reimbursable Expenses	\$ 13,500.00
Walker Partners Estimated Reimbursable Expenses	Cost
BRS Architecture Estimated Reimbursable Expenses	\$ 11,428.00
Cox McClain Estimated Reimbursable Expenses	\$ 4,220.00

**Grand Total** **\$368,885.10**

*\*Note: All estimated base fee amounts being billed on an hourly plus expenses basis shall not be exceeded without Owner approval. If the full estimated base fee amount is not required to complete a specific task, Norris Design will not bill remaining balances. However if more fee is required to complete the work, Norris Design will request additional services as needed.*

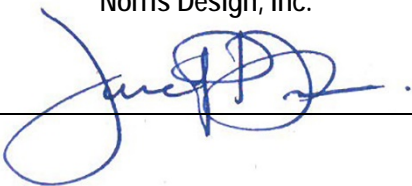
D. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design, Inc.

City of New Braunfels, Texas

\_\_\_\_\_  
 Name 

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Principal  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 May 30, 2018  
 Date

\_\_\_\_\_  
 Date

*The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.*

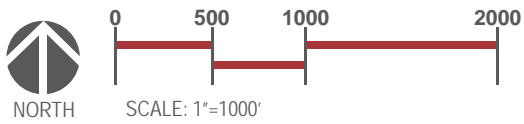
**New Braunfels Sports Field Complex  
Man-Hour Estimate**

May 30, 2018



SCOPE OF TASKS	Principal In Charge	Design Principal	Senior Associate	Associate	Landscape Designer	Total Hours	Task Total
<b>NEW BRAUNFELS SPORTS FIELD COMPLEX</b>							
<b>TASK 1: PROJECT INITIATION</b>							
1.1 Facilitate one (1) design team meeting	9	9	0	10	18	46	\$4,770
<b>TASK 1 SUBTOTAL</b>							<b>\$4,770</b>
<b>TASK 2: COMMUNITY INPUT</b>							
2.1 Questionnaire	2	0	4	8	12	26	\$2,320
2.2 Prepare a site map	0	0	0	2	16	18	\$1,460
2.3 Assemble & Evaluate Questionnaire Results	2	0	0	4	12	18	\$1,560
2.5 City of New Braunfels Meeting to Review Input Results	2	0	0	4	4	10	\$920
2.6 Attend one (1) Open House for the Sports Complex Project	9	18	0	9	18	54	\$6,030
<b>TASK 2 SUBTOTAL</b>							<b>\$12,290</b>
<b>TASK 3: DESIGN CHARRETTE</b>							
3.1 City of New Braunfels and project stakeholders meeting	9	9	0	9	18	45	\$4,680
3.2 Develop Comment Cards	1	1	0	4	12	18	\$1,590
3.3 Create Laminated Cutouts of Park Amenities	1	0	0	4	4	9	\$800
3.4 Design Charrette Facilitation	9	9	0	9	18	45	\$4,680
3.5 Report Summarizing Comment Card Results	0	0	0	4	16	20	\$1,640
3.6 City of New Braunfels Meeting to Review Charrette Results	4.5	0	0	4.5	0	9	\$945
<b>TASK 3 SUBTOTAL</b>							<b>\$14,335</b>
<b>TASK 4: CONCEPTUAL DESIGN ALTERNATIVES</b>							
4.1 City of New Braunfels Meeting(s)	10	20	5	20	20	75	\$8,100
4.2 Rough Concepts	16	4	0	24	48	64	\$8,520
4.3 Coordination with Design Team - Internal	9	0	2	8	32	51	\$4,560
4.4 City of New Braunfels Meeting	10	5	0	18	27	60	\$5,730
4.5 Two (2) Site Plan Concept Revisions	10	8	0	24	48	90	\$8,400
<b>TASK 4 SUBTOTAL</b>							<b>\$35,310</b>
<b>TASK 5: SCHEMATIC DESIGN</b>							
5.1 Facilitate one (1) design team meeting	9	0	0	9	0	18	\$1,890
5.2 Athletic Field Layout and Dimension Plans	4	0	0	12	40	56	\$4,760
5.3 Hardscape Plans	4	0	4	12	40	60	\$5,160
5.4 Landscape Plans	4	0	4	12	40	60	\$5,160
5.5 Irrigation Plans	0	0	0	40	0	40	\$3,600
5.6 Design Narrative	2	0	0	8	16	26	\$2,240
5.7 Internal Quality Assurance Review	4	0	0	8	16	28	\$2,480
5.8 (3) City Meeting to Review SD Plans	14	0	0	14	14	42	\$4,060
5.9 (2) Perspectives of Overall Site	24	0	0	60	0	84	\$8,280
5.10 (3) Detailed Perspectives of Key Areas	24	0	0	60	0	84	\$8,280
5.11 Opinion of Probable Construction Cost	2	0	0	0	0	2	\$240
5.12 (1) City of New Braunfels Mayor & Council Presentation	8	8	0	16	24	56	\$5,520
<b>TASK 5 SUBTOTAL</b>							<b>\$51,670</b>
							<b>\$118,375</b>
<b>TOTAL HOURS</b>	<b>202.5</b>	<b>91</b>	<b>19</b>	<b>416.5</b>	<b>513</b>	<b>1242</b>	
<b>HOURLY RATE</b>	<b>\$120</b>	<b>\$150</b>	<b>\$100</b>	<b>\$90</b>	<b>\$80</b>		
<b>TOTAL FEE</b>	<b>\$24,300</b>	<b>\$13,650</b>	<b>\$1,900</b>	<b>\$37,485</b>	<b>\$41,040</b>	<b>\$118,375</b>	
ND ESTIMATED REIMBURSABLE EXPENSES							<b>\$13,500</b>
ND TOTAL FEE							<b>\$131,875</b>
SUBCONSULTANTS							<b>\$221,362</b>
SUBCONSULTANTS ESTIMATED REIMBURSABLE EXPENSES							<b>\$15,648</b>
<b>GRAND TOTAL (rounded to the nearest dollar)</b>							<b>\$368,885</b>





## PROPOSAL

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**To:** Norris Design, Inc.  
**Attn:** Joe Daly  
**From:** David P. Smith, P.E., CFM  
**Project Name:** New Braunfels Sports Fields Complex – 2019 Bond Program Development  
**Owner:** City of New Braunfels  
**Project No.:** 3-00715  
**Re:** Schematic Design Package – Revision #1  
**Date:** May 30, 2018

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### NEW BRAUNFELS SPORTS FIELDS COMPLEX (CITY OF NEW BRAUNFELS)

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Walker Partners, LLC (Engineer) appreciates this opportunity to submit this Proposal to provide professional civil engineering services to Norris Design (Client) in connection with the New Braunfels Sports Fields Complex (Project) for the City of New Braunfels (Owner). Based upon our initial meetings, our understanding of the project is that a Preliminary Design Package will be prepared, including a summary of needs study, conceptual design, schematic design and cost estimation. The proposed 150.99-acre sports fields complex may include five baseball diamonds, five softball diamonds and eight rectangle fields.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

#### 1.0 SCOPE OF SERVICES

##### 1.01 SURVEYING SERVICES

###### A. Boundary Verification (Phase 9)

1. Perform Deed Research of Subject Tracts for the purpose of reconciling tract lines.
2. Perform a Boundary Verification based upon North American Datum of 1983 (NAD83) State Plane Coordinates. The purpose of the Boundary Verification is to ensure the Topographic Survey is located correctly on the site.

###### B. Topographic Survey (Phase 12)

1. Perform an on-the-ground field survey to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural) such as ditches, swales, channels, embankments, drainage structures, catch basins and inlets, manholes, above-grade utility appurtenances, pavements, significant trees (hardwoods greater than 8 inches in diameter), fences, building structures, water's edge, etc. For underground utilities, Walker Partners will coordinate with Texas 811. The approximate locations of underground utilities will be shown based upon utility locators' markings.
2. Establish vertical control at the site and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by client.
3. Prepare a topographic map from the topographic survey depicting the physical features as described above and with elevation contours at a 1-foot interval. The 100-year floodplain as identified by FEMA and as depicted on the Flood Insurance Rate Map (FIRM) will be graphically located and drafted on the topographic map.

## **1.02 ENGINEERING BASIC SERVICES**

### **A. Summary of Needs Study (Phase 20)**

1. Attend Project Kick-Off Workshop with Client and Owner.
2. Attend a Programming Workshop with Client and Owner to define a site use program and present the program to stakeholders.
3. Review local, state and federal codes regarding development of the project.
4. Provide a civil assessment of site development.
5. Identify known or potential permitting issues.

### **B. Conceptual Design Phase (Phase 21)**

1. Attend preliminary conferences with the Design Team, Owner and other interested parties regarding the Project.
2. Review and give recommendations to the Design Team and Owner concerning site layout.
3. Review topographic survey, investigate as-built site plans, and consult with the local jurisdiction to determine existing water/wastewater, drainage, and street infrastructure.
4. Prepare preliminary design documents for the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, including final design criteria, preliminary drawings, and setting forth clearly the Engineer's recommendations.
5. Prepare a preliminary Engineer's Opinion of Probable Construction Cost for earthwork and underground utilities only. The Engineer shall not be required to guarantee the accuracy of this estimate, but shall use sound judgment in its preparation, based on pricing information available at the time.
6. Submit electronic copies of the drawings, opinion of probable construction cost and any other agreed upon deliverables to Client.
7. This proposal does not include geotechnical investigation. It is assumed that a geotechnical report with recommended pavement design will be furnished by others. The Engineer will coordinate with the Geotechnical Engineer, as necessary.

### **C. Schematic Design (Phase 30)**

1. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Technical Specifications are not included in this phase. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
  - a. Dimensioned Site Plan – based upon an approved Site Plan provided by the Architect, prepare a site horizontal Dimensioned Site Plan which will define paving areas, drives, parking spaces, building location, and landscape areas in relation to the existing and proposed property boundary lines. This Plan is not intended to be "Site Plan" for City review/approval purposes.
  - b. Paving Plan – prepare plans and details for vehicular paving, accessible sidewalks and roadways (hardscape/courtyard areas will be detailed by the Architect or Landscape Architect). Paving section designs are to be based on recommendations included in the Geotechnical Report to be provided by Owner.

This Drawing(s) will include the following:

- i) Details for subgrade, base, and pavement for the various pavement sections.
- ii) Recommendations, layouts, and details for rigid pavement joints.
- c. Grading Plan – prepare a Grading Plan for the project. This plan will show existing grades, proposed contours and spot elevations as required; proposed grades at critical features; and proposed finish floor elevation(s).
- d. Drainage Plans – prepare Drainage Plans for the project. These plans will indicate clearly the proposed drainage system(s).

These Drawings will include the following:

- i) Preparation of a Drainage Area Map that will define storm discharges onto the site, the proposed drainage pattern on site, and on-site storm water management system requirements.
  - ii) Design of an on-site storm sewer, if required, and the coordination of City review and approval of the Drawings prepared as part of this item.
  - ii) Preparation of profiles for storm drain systems.
  - e. Stormwater Detention and Water Quality Plan – prepare Drawings and details for proposed storm water detention and water quality facilities.
  - f. Water and Wastewater Plans – prepare plans for on-site water and sanitary sewer improvements including manholes, cleanouts, fire hydrants, meters, mains and building service(s) to serve the proposed project. These improvements will be designed from existing mains located adjacent to the site to 5 feet outside the proposed buildings. Included in these Drawings are the following:
    - i) Coordination with the respective public and franchise utility companies to provide for the installation of gas, power, cable, and phone services including required conduit associated with these services. The required connection points for these utilities will be coordinated with the MEP consultant or the Architect.
    - ii) Coordination of City review and approval of plans prepared.
2. Submit electronic copies of the drawings and specifications, a revised opinion of probable construction cost (if requested), and any other agreed upon deliverables to Client.
  3. It is assumed that the site civil work will be fully developed in this phase and no major alterations to the site plan will occur after this phase.

**D. Reimbursable Expenses (Phase 199)**

Reimbursable expenses include printing of plans and reports, permit and application fees, taxes, mileage for travel, and other expenses incurred while providing the project scope of services. Reimbursable expenses will be billed at cost with no markup.

**2.00 SCHEDULE FOR SERVICES**

Walker Partners acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. Walker Partners will provide the services described above to the Client not later than September 12, 2018, or by the date agreed by the Client and Owner, whichever is later.

**3.00 FEES**

**3.01 LUMP SUM FEE**

For the ENGINEERING SERVICES, outlined above, the Client agrees to pay Walker Partners a lump sum fee of **One Hundred Eight Thousand Dollars (\$108,000.00) plus Eight Hundred Twenty-five Dollars sales tax** to be invoiced monthly at a percentage of the work completed.

Below is an itemized breakdown of the proposed fees:

Phase No.	Description	Lump Sum Fee
9	Boundary Verification	\$ 10,000.00 + \$ 825.00 tax
12	Topographic Survey	\$ 25,000.00
20	Summary of Needs Study	\$ 8,000.00
21	Conceptual Design	\$ 22,000.00
30	Schematic Design	\$ 43,000.00
199	Reimbursable Expenses	Cost
	<b>TOTAL LUMP SUM FEE</b>	<b>\$ 108,000.00</b>

**3.02 ADDITIONAL SERVICES**

In addition to the above lump sum fee, additional services may be deemed necessary during project development. Actual payment for additional services will be billed on an hourly basis or at a negotiated fee.

**4.00 EXCLUSIONS**

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

4.01 The proposed engineering services do not include the following:

- Surveys for zoning, subdivision plats, abstracts, subsurface utility engineering or easement descriptions
- Surveys of trees less than 18 inches in trunk diameter
- Wastewater lift station design and drawings
- Off-site water and wastewater design and drawings
- Off-site street and drainage design and drawings
- Design work related to LEEDS certification(s)
- Geotechnical Investigation
- Environmental Investigation
- Wetlands determination and permitting
- Determination of any listed endangered or threatened species
- Determination of any designated critical habitats in the project area
- Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage
- Design of any underfloor drainage systems or grading
- Design of French drain systems around the building perimeters
- Site lighting plans
- Preparation of "as-built" drawings
- Construction staking
- Abstracting fee title, easements, restrictions or other encumbrances

- Abandonment of private or public easements
- Subsurface utility engineering survey
- Storm Water Pollution Prevention plans
- Design of any "dry" utility facilities (i.e. gas, electric, phone, cable TV, etc.)
- Traffic Impact Studies
- Registered Accessibility Specialist (RAS)
- Fire Suppression Design

**5.00 ACCEPTANCE OF PROPOSAL**

If the Scope of Services, Schedule, and Fees outlined herein are acceptable to the Architect, please sign below to authorize the Work.

CLIENT: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

## Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Managing Principal	\$325/hour
Manager III	\$290/hour
Manager II	\$225/hour
Manager I	\$205/hour
Senior Engineer III	\$275/hour
Senior Engineer II	\$225/hour
Senior Engineer I	\$200/hour
Survey Manager	\$200/hour
Senior Project Manager	\$165/hour
Project Manager	\$150/hour
Senior Design Engineer	\$150/hour
Project Engineer III	\$130/hour
Project Engineer II	\$120/hour
Project Engineer I	\$110/hour
Senior Project Surveyor	\$130/hour
Project Surveyor III	\$110/hour
Project Surveyor II	\$95/hour
Project Surveyor I	\$85/hour
Professional VI	\$115/hour
Professional V	\$105/hour
Professional IV	\$95/hour
Professional III	\$90/hour
Professional II	\$85/hour
Professional I	\$80/hour
Technician XI	\$155/hour
Technician X	\$130/hour
Technician VII	\$110/hour
Technician VI	\$95/hour
Technician V	\$90/hour
Technician IV	\$80/hour
Technician III	\$75/hour
Technician II	\$60/hour
Technician I	\$50/hour
Support Staff III	\$80/hour
Support Staff II	\$70/hour
Support Staff I	\$60/hour
4-Man Crew	\$170/hour
3-Man Crew	\$160/hour
2-Man Crew	\$135/hour
1-Man Crew	\$115/hour

**Scope Assumptions**

This scope and fee are based on the information published in the Athletic Field Master Plan and Sports Complex Feasibility Study, October 2016. Page 44. Drawing 7.4 Conceptual Plan.

**Architectural Scope includes:**

(4) Restroom Facilities and (6) Family Pavilions 60' x 20'

Concession facilities are discussed in the feasibility study and listed in RFQ 18-023 but no quantity is listed. For this proposal we assume the concession facilities are combined with the restroom facilities in lieu of separate structures.

**Workshops:**

In-person on-site workshops: Phase 1 (1); Phase 2 (2); Phase 3 (3)

Go-To-Meeting workshops with client group: Phase 1 (2); Phase 2 (2); Phase 3 (3)

**Stakeholder Meeting**

Phase 1: (1) Stakeholder workshop to discuss programming options. To be conducted in the afternoon of the on-site workshop so as not to require a separate trip.

**Community Workshops:**

Phase 1: (1) Evening interactive public programming workshop. To be conducted in the evening of the on-site workshop so as not to require a separate trip.

Phase 2: (0) No public workshops this phase.

Phase 3: (1) One evening final council presentation. To be conducted in the evening of the on-site workshops so as not to require a separate trip

**Deliverables:**

Phase 1:

Building Space/Use Program

Preliminary Code Review of buildings

Meeting materials for workshops, stakeholder meeting and community meeting

Summary of input gathered from stakeholders and community

Phase 2:

Two (2) Alternative Concept Sketches for architectural layouts - rough, diagrammatic drawings

Architectural Precedent Images

More refined conceptual design sketches for preferred option

Perspective illustration of architectural concept

Review comments on cost estimating

Phase 3:

Schematic plans for all structures

Schematic Elevations and Sections for all structures

Revised perspectives for each building

Written description of materials, components and systems (Structural, Electrical and Mechanical)

Updated program reflecting sizes of all spaces

Updated code review



Activity/ Timeline	Scope Description (Tasks & Products)	
<b>Phase I</b>	<b>Summary of Needs Study</b>	
<b>0.0</b>	<b>Preparation for Kick Off Meeting</b>	
<b>1.0</b> One Day Trip 1 (PIC, PM)	<b><u>Project Team: Kick Off Meeting with Executive Team</u></b> <ul style="list-style-type: none"> <li>• Time frame for work plan</li> <li>• Discuss public input process requirements</li> <li>• All deliverables, Project Budget, &amp; Goals/Expectations</li> <li>• Project mission and vision statement confirmation</li> <li>• Discuss conceptual building budget</li> <li>• Discuss potential site issues and programming</li> <li>• Discuss Programming prioritization and participants</li> <li>• Discuss operational considerations</li> <li>• Discuss potential focus groups, stakeholder engagement and any required presentations</li> </ul>	1 day
<b>1.1</b>	<b><u>Work Period #1.0 - Data Collection, Workshop, &amp; Community Meeting Prep</u></b> <ul style="list-style-type: none"> <li>• Collect and review all existing data available to include: Past planning efforts, surveys, current mission statements, P&amp;R operational data, City of New Braunfels development requirements and codes, budget information and limitations.</li> <li>• Draft stakeholder meeting questions</li> <li>• Confirm Committee and public input dates</li> <li>• Prepare Slide tour of potential park amenity building program components</li> <li>• Prepare participatory material for community workshop</li> </ul>	1 week
<b>1.2</b> Morning Trip 2 (PIC, PM) <b>Suggested Dates</b> TBD	<b><u>On-site Steering Committee Workshop #1</u></b> <ul style="list-style-type: none"> <li>• Project mission and vision statement confirmation</li> <li>• Project Goals &amp; Objectives</li> <li>• Defining Guidelines</li> <li>• Conceptual building budget</li> <li>• Present Slide tour of program options</li> <li>• Priorities and Phasing Options</li> <li>• Site requirements, amenities, and selection priorities</li> </ul>	1 day
<b>1.3</b> Afternoon	<b><u>Facilitation of Stakeholder Meetings</u></b> <ul style="list-style-type: none"> <li>• Assist Norris Design with Facilitation of Stakeholder Meetings</li> <li>• Collect question feedback, comments and concerns</li> </ul>	
<b>1.4</b> Early Evening	<b><u>Facilitation of Community Open House #1</u></b> <ul style="list-style-type: none"> <li>• Assist with Facilitation of Community Open House #1 (program options) <ul style="list-style-type: none"> <li>• Present Slide tour of program options</li> <li>• Play Dot-ocracy Game as participatory exercise for program spaces &amp; site amenities</li> </ul> </li> </ul>	
<b>1.5</b>	<b><u>Work Period #1.1 - Program Refinement</u></b> <ul style="list-style-type: none"> <li>• Summarize &amp; Compile Stakeholder, Community Open House #1 and Committee Input</li> <li>• Create preliminary conceptual program(s) plan based on all input <ul style="list-style-type: none"> <li>• Create options of proposed program spaces and area (SF) requirements (2 options)</li> <li>• Review the Mission Statement &amp; Goals</li> <li>• Craft the preliminary Defining Design Guidelines</li> </ul> </li> </ul>	1 week
<b>1.6</b> GTM Date TBD	<b><u>Follow-Up with Committee</u></b> <ul style="list-style-type: none"> <li>• Go-To-Meeting for preliminary review of above topics</li> </ul>	
<b>1.7</b>	<b><u>Work Period #1.2 - Program Refinement</u></b> <ul style="list-style-type: none"> <li>• Revise program, as needed based on all input from Go-To-Meeting <ul style="list-style-type: none"> <li>• Revise program models &amp; phasing options</li> </ul> </li> </ul>	
<b>1.8</b> GTM Date TBD	<b><u>Follow-Up with Committee</u></b> <ul style="list-style-type: none"> <li>• Go-To-Meeting for preliminary review of above topics</li> </ul>	
<b>1.9</b>	<b><u>Deliverables sent to Norris for publication</u></b>	1 week

New Braunfels - Sports Field Complex Phases 1, 2 & 3  
 SCOPE OF SERVICES & WORK PLAN

Phase II	Conceptual Design	
<b>2.0</b>	<b><u>Work Period #2.0 - Building Plan &amp; Site Plan Development</u></b> <ul style="list-style-type: none"> <li>• Create conceptual building plan diagram options</li> <li>• Create architectural character and materials image boards</li> </ul>	1 week
<b>2.1</b> One Day Trip 3 (PIC, PM)	<b><u>On-site Steering Committee Workshop #2</u></b> <ul style="list-style-type: none"> <li>• Present conceptual plan diagrams options &amp; architectural ideas for preferred site, reflecting defining guidelines. Select preferred option.</li> <li>• Discuss program areas that may be impacted by partner involvement</li> <li>• Review and discuss project budget and construction costs</li> <li>• Review and discuss potential phasing</li> </ul>	1 day
<b>2.2</b> GTM Date TBD	<b><u>Follow-Up with Committee</u></b> <ul style="list-style-type: none"> <li>• Go-To-Meeting for preliminary review of above topics</li> <li>• Confirm Preferred Site &amp; Building Option</li> </ul>	1 week
<b>2.3</b>	<b><u>Work Period #2.1 - Refine Building Plan and Study Architectural Character</u></b> <ul style="list-style-type: none"> <li>• Develop conceptual building plan based on preferred option &amp; input to date</li> <li>• Develop architectural character approach for the facility</li> <li>• Review Overall Construction and Project Budget Model</li> </ul>	1 week
<b>2.4</b> One Day Trip 4 (PIC, PM)	<b><u>On-site Steering Committee Workshop #3</u></b> <ul style="list-style-type: none"> <li>• Review Site Plan diagram and final building plan diagram</li> <li>• Review phasing options, if applicable</li> <li>• Review Budget Model against goals</li> </ul>	1 day
<b>2.5</b>	<b><u>Deliverables sent to Norris for publication</u></b>	1 week

**New Braunfels - Sports Field Complex Phases 1, 2 & 3**  
**SCOPE OF SERVICES & WORK PLAN**

Phase III	Schematic Design	
<b>3.0</b>	<b><u>Work Period #3.0 - Building Plan &amp; Concept Development</u></b> <ul style="list-style-type: none"> <li>• Create schematic building plan drawings from preferred option</li> <li>• Create schematic elevations, sections and updated perspectives</li> </ul>	1 week
<b>3.1</b>	<b><u>Follow-Up with Committee</u></b> <ul style="list-style-type: none"> <li>• Go-To-Meeting for preliminary review of above topics</li> </ul>	1 day
<b>GTM Date TBD</b>		
<b>3.2</b>	<b><u>Work Period #3.1 - Building Plan &amp; Concept Refinement</u></b> <ul style="list-style-type: none"> <li>• Revise final schematic building plan drawings</li> <li>• Revise final schematic elevations, sections and perspectives</li> <li>• Review cost estimate</li> <li>• Finalize program and code review documents</li> <li>• Coordinate final graphics</li> <li>• Assist with final presentation materials for Council Presentation</li> </ul>	1 week
<b>3.3</b>	<b><u>Follow-Up with Committee</u></b> <ul style="list-style-type: none"> <li>• Go-To-Meeting for preliminary review of above topics</li> </ul>	1 week
<b>GTM Date TBD</b>		
<b>3.4</b> Trip 5 (PIC, PM)	<b><u>Council Presentation</u></b> <ul style="list-style-type: none"> <li>• Present final report to Council and collect comments</li> </ul>	
<b>3.5</b>	<b><u>Follow-Up with Executive Team</u></b> <ul style="list-style-type: none"> <li>• Re-Cap of Council Meeting discuss possible realignments</li> </ul>	1 day
<b>GTM Date TBD</b>		
<b>3.6</b>	<b><u>Work Period #4 - Produce Final Schematic Design Report and Graphics</u></b> <ul style="list-style-type: none"> <li>• Update all work products based on input received to date</li> </ul>	1 week
<b>3.7</b>	<b><u>Deliver Final information to Norris Design for publication</u></b>	

New Braunfels - Sports Field Complex Phases 1, 2 & 3  
FEE AND COST SUMMARY

<b>Professional Service Fees</b>	
<b>Phase 1 Task:</b>	<b>Fee</b>
Project Team: Kick Off Meeting with Executive Team	\$7,170
Work Period #1.0 - Data Collection, Workshop, & Community Meeting Prep	\$3,090
On-site Steering Committee Workshop #1	\$3,795
Facilitation of Stakeholder Meetings	\$690
Facilitation of Community Open House #1	\$2,415
Work Period #1.1 - Program Refinement & Committee Follow Up Meeting	\$3,720
Work Period #1.2 - Program Refinement & Committee Follow Up Meeting	\$1,860
Deliverables sent to Norris for publication	\$0
<b>Total Phase I</b>	<b>\$22,740</b>
<b>Phase II Task:</b>	
Work Period #2.0 - Building Plan & Site Plan Development	\$3,960
On-site Steering Committee Workshop #2 & Committee Follow Up Meeting	\$4,485
Work Period #2.1 - Refine Building Plan and Study Architectural Character	\$4,830
On-site Steering Committee Workshop #3	\$4,830
Deliverables sent to Norris for publication	\$0
<b>Total Phase II</b>	<b>\$18,105</b>
<b>Phase III Task:</b>	
Work Period #3.0 - Building Plan & Concept Development & Committee Follow Up Meeting	\$4,650
Work Period #3.1 - Building Plan & Concept Refinement & Committee Follow Up Meeting	\$8,805
Council Presentation	\$2,520
Follow-Up with Executive Team	\$690
Work Period #4 - Produce Final Schematic Design Report and Graphics	\$3,600
Deliver Final information to Norris Design for publication	\$0
<b>Total Phase II</b>	<b>\$20,265</b>
<b>Total Professional Service Fees</b>	<b>\$61,110</b>

<b>Reimbursable Allowance</b>	
Printing, travel, meals, etc. Includes 5 trips ((4) with two people, (1) with one person	\$11,428
<b>Total Reimbursable Allowance</b>	<b>\$11,428</b>
<i>*Reimbursable expenses will be billed at 1.1 x actual cost</i>	

**New Braunfels - Sports Field Complex Phases 1, 2 & 3  
2018 HOURLY RATES**

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**Architecture**

Principal	\$210
Regional Director	\$150
Project Manager	\$135
Designer	\$105
Administrator	\$80

**Structural**

Principal	\$190
Sr. Project Manager	\$150
Project Manager	\$135
Sr. Project Engineer	\$120
Project Engineer	\$110
CAD Drafter	\$80
Administrator	\$90

**Mechanical**

Principal	\$165
Associate	\$130
Senior Project Engineer	\$125
Project Engineer	\$100
CAD & Revit Operator	\$80
Administrator	\$60

**Electrical**

Principal-in-Charge	\$160
Associate	\$150
Project Manager	\$135
Project Engineer	\$125
Sr. Project Designer	\$115
Project Designer	\$95
Administrative	\$75

21 May 2018

Norris Design  
2201 East 6<sup>th</sup> Street  
Austin, Texas 78702

Attn: Mr. Joe Daly, PLA LEED AP

Re: New Braunfels Sports Complex  
Klein Road and FM 1044  
New Braunfels, Texas

Dear Mr. Daly:

As per your request, we are providing a cost estimate for performing a geotechnical investigation at the above referenced project site. The purpose of the investigation is to determine subsurface soil and rock conditions at the site in order to provide foundation and pavement thickness. The scope of work presented in this proposal is based on your email dated 21 May 2018 and in accordance with the City of New Braunfels Geotechnical Scope Sports Field Complex RFQ 18-023.

It is our understanding the project will consist of five new baseball diamonds, one new girls fast pitch softball diamond, four new adult softball diamonds, eight new soccer fields, a new restroom structure, a new concession facility as well as associated parking lots and entry driveways. The exact layout has not been determined at this time.

### SCOPE OF SERVICES

Below is a scope of our services:

1. A site visit to assess rig access and layout borings. Holt will coordinate with ONE-CALL to locate all existing utilities prior to drilling.
2. Provide all necessary manpower, equipment and materials for auger drilling, logging and sampling 18 soil borings (one per each field) to a depth of approximately 10 feet to 15 feet each. Four borings will also be drilled to a depth of 15 feet to 25 feet each for the restroom building and concession facility. Ten borings will also be drilled to a depth of 10 feet each for the proposed parking lots and entry driveways. All bore holes will be sampled using either Shelby tubes or split-spoon samplers where appropriate.
3. All borings will be plugged with cuttings from the borehole or bentonite chips upon completion of the drilling operation. The remaining cutting will be spread out on site.

4. Performing in-house laboratory testing consisting of conventional geotechnical tests such as soil classifications, moisture contents, Atterberg limits, grain size analyses, minus 200 sieves, unit weights and unconfined compression testing.
5. A final geotechnical report will be issued which will include all boring logs, a generalized boring location plan, laboratory testing, and pavement thickness design recommendations and foundation recommendations for the proposed site.

Attached is an itemized cost estimate based on the above-mentioned project description. The cost for the above scope will be on the order of \$42,347.14. Our costs will follow our current City of Austin Approved Rates for the period 4 April 2018 through 3 April 2019. We expect the costs provided in the individual items listed in the cost estimate may be moved between the various scope elements to accommodate the overall geotechnical services estimate.

We appreciate the opportunity to offer our services. If we can answer any questions concerning the above, please do not hesitate to call.

Sincerely,



Travis H. Bryant, P.E.  
Project Engineer

Holt Engineering, Inc.  
TBPE Firm Registration No. F-430

**Project Name:** New Braunfels Sports Complex

**Date:** 21-May-2018

**GEOTECHNICAL ENGINEERING SERVICES IN GENERAL ACCORDANCE WITH CONB GEOTECHNICAL SCOPE**

Rig Mobilization		No.	Total		Price Total
Austin	Ea.	2			
	\$650.00				\$1,300.00
SUBTOTAL					\$1,300.00

Layout Borings/Locate Utilities, Etc.		Hrs.	Total		Price Total
EIT (4 Trips @ 4hrs/Trip)	Hr.	16			
	\$105.73				\$1,691.68
SUBTOTAL					\$1,691.68

**Drilling, Logging and Sampling:** 18 borings @ 10-15 Ft. Ea.; 4 Borings @ 5-25 Ft/Ea and 10 Borings @ 10 Ft. Ea. (Maximum 32 borings)

Drilling, Logging & Sampling 32 Auger Borings 10 Ft. to 25 Ft. Ea. = 470 L.F.		Unit	Total		Price Totals
Auger Drilling 0 - 25 FT.	Ft.	470			
	\$22.50				\$10,575.00
TCP/Split Spoon/Shelby Tubes:	Ea.	126			\$3,213.00
Support Truck (When Rig is Left Onsite)	Day	6			\$888.00
SUBTOTAL					\$14,676.00

Project Coordination:		No.	Total		Price Total
Principal Engineer	Hr.	0			
	\$355.33				\$0.00
Supervisory Engineer VI	Hr.	8			\$1,911.68
Professional Engineer II	Hr.	8			\$977.60
EIT	Hr.	16			\$1,691.68
SUBTOTAL					\$4,580.96

In-House Laboratory Testing:		No.	Total		Price Totals
Atterberg Limits	Ea.	60			
	\$80.00				\$4,800.00
Moisture Contents	Ea.	60			\$1,800.00
Minus 200 Mesh Sieve	Ea.	60			\$2,940.00
Particle Grad Incl #200 Sieve	Ea.	0			\$0.00
Moisture Content + Dry Density	Ea.	10			\$460.00
Unconfined Compression Tests	Ea.	10			\$770.00
PVR	Ea.	3			\$690.00
Sulfate Testing (cost + 5%)	Ea.	5			\$375.00
Engineering Tech VI for Prep Sulfate Samples and Delivery	Hr.	10			\$1,137.50
SUBTOTAL					\$12,972.50



**Project Name: New Braunfels Sports Complex**

Engineering Report w/Foundation and Pavement	Thickness Design Recommendations										Total	Price Total
Principal Engineer (QA/QC)	\$355.33	Hr.	4								4	\$1,421.32
Supervisory Engineer VI	\$238.96	Hr.	8								8	\$1,911.68
Professional Engineer II	\$122.20	Hr.	16								16	\$1,955.20
Administrative	\$91.89	Hr.	20								20	\$1,837.80
SUBTOTAL												\$7,126.00

**TOTAL ESTIMATED COST**

**\$42,347.14**

# SERVICES TO BE PROVIDED BY THE SUBCONSULTANT TO THE ENGINEER

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**Cox|McLain Environmental Consulting, Inc.** (hereafter CMEC), sub-consultant to **Norris Design** (hereafter the Engineer), will provide environmental consulting services for the referenced sports field project, which would be funded by the City of New Braunfels (City). This Scope of Services provides for an archeological survey, preliminary assessment of historic resources, mapping of wetlands, identification of permit type (if any) needed from the U.S. Corps of Engineers (USACE), and survey of vegetation communities and wildlife habitat. The results will be summarized in an Environmental Technical Memorandum. The memorandum is intended to document compliance with applicable environmental regulations. A separate archeological report will be produced for compliance with the Antiquities Code of Texas. Due to the presence of historic-age resources in the study area, this scope of services provides for an optional costed task to prepare a Historic Resources Survey Report. The need for this documentation will be determined through initial cultural resources coordination efforts. This scope of service also provides for an optional costed task for the preparation of a Phase 1 Environmental Site Assessment. Preliminary hazardous material risk assessments will be presented in the Environmental Technical Memorandum. The Phase 1 Environmental Site Assessment option will be exercised at the City's discretion. Preparation of a National Environmental Policy Act (NEPA) document, such as an Environmental Assessment (EA), is not included in this scope of work.

## **Task A. Archeological Resources Survey Report and Coordination**

### **A.1 Texas Antiquities Permit**

CMEC cultural resources personnel will conduct searches of the Texas Historical Commission's (THC) Sites Atlas and other data sources to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). Results of the search will be integrated with soil information, topographic maps, aerial photographs, and other pertinent data in an application for a Texas Antiquities Permit on behalf of the City.

### **A.2 Archeological Survey and Report**

After a valid permit number is obtained, field investigations will be conducted within the footprint of the proposed sports complex (approximately 150 acres). The study will primarily consist of pedestrian examination with judgmental shovel testing. One day of backhoe trenching is included due to the occurrence of potentially deep alluvial soils along Long Creek. Field methods will comply with the requirements of 13 TAC 26, as established by the Council of Texas Archeologists (CTA) and approved by the THC. Diagnostic artifacts observed in the project area that are also located on City land will be collected and analyzed before being prepared and curated at an appropriate curational facility. A maximum of 25 diagnostic artifacts is assumed.

This investigation will also evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the National Historic Preservation Act of 1966, as amended, or designation as a SAL under the provisions of the Texas Antiquities Code (13 TAC 26.12). Reporting of results will comply with THC and CTA guidelines and will be carried out in accordance with the terms of the approved antiquities permit. Field observations and photographs from the archeological survey will be used to prepare a separate letter to the THC regarding historic-age standing buildings/structures.

## **Task B. Environmental Technical Memorandum**

Resource assessments, potential impact analyses, and regulatory implications will be summarized in an Environmental Technical Memorandum. This will include a summary of coordination efforts associated with cultural resources. Additional resource assessment will include the following.

### **B.1 Water Resources**

CMEC will collect data on surface water streams and other existing water resources and the potential for pollution during construction and from the completed facility. The 100-year flood plain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Potential for impacts to groundwater will be discussed; no Aquifer Protection Plan (i.e., CZP, WPAP) per the Edwards Aquifer rules (30 TAC 213) or Geologic Assessment is required (the project is outside the Edwards Aquifer Recharge, Contributing, and Transition Zones).

CMEC wetlands specialists will perform evaluations of wetlands and waters of the U.S. in all areas potentially affected by the proposed project. Ordinary High Water Marks within the project area will be mapped using GPS and GIS techniques. Wetland determinations and delineations will be conducted and wetland data sheets will be prepared and included in the report appendix. All jurisdictional features will be mapped and made available to the project team to allow aid in the development of strategies for impact avoidance, minimization, and/or mitigation, as appropriate. To the extent allowed by known project design, CMEC will assist in developing permitting strategies for any unavoidable impacts to jurisdictional features and will identify areas to avoid as the project develops. The permit determination will be summarized in the Environmental Technical Memorandum. Any Section 404 permit preparation could be carried out under an additional scope and budget.

### **B.2 Biological Resources**

CMEC biologists will describe project area biological resources including vegetation communities and wildlife habitat. The project area will be assessed for its potential to provide suitable habitat for threatened or endangered species. Ecologically sensitive resources, including potential threatened or endangered species habitat, will be identified and their potential to be affected by project construction and operation will be assessed and described in the Environmental Technical Memorandum.

### **B.3 Hazardous Materials**

CMEC will obtain a regulatory database search, per the guidance provided in ASTM E1527-13, as part of an assessment into whether the project area is likely to be contaminated by previous releases of hazardous

substances or petroleum products. This information will be paired with field investigations to arrive a preliminary risk assessment, which will be presented in the Environmental Technical Memorandum.

#### **B.4 Environmental Tech Memo Preparation/Comment Response**

This task includes the writing and production of a complete Environmental Technical Memorandum, as well as revisions in response to comments from the Engineer and the City. Only generalized, preliminary mitigation measures will be presented where adverse impacts may potentially occur; detailed mitigation plans are not part of this Scope of Services.

### **Task C. Historic Resources Survey Report (Optional)**

#### **C.1 Report and Coordination**

If required by the THC and if requested by the City, CMEC historians will prepare a Historic Resources Survey Report (HRSR) regarding historic-age standing buildings/structures within the proposed sports field complex footprint. Preliminary review of aerial photographs indicates the presence of approximately 5-6 apparently historic-age farmstead buildings and structures. Basic archival research and photo-documentation meeting THC Historic Programs Division requirements would be conducted. Since the City's project description includes references to a future exhibit regarding the property's former owners, it is assumed that deed/title research has already been conducted and could be provided to CMEC. The report will cover direct effects only and assumes no federal nexus, which would trigger the requirement to cover indirect effects as well (i.e., resources on surrounding parcels). This optional task does not include preparation of text or images for the future on-site exhibit.

### **Assumptions**

- All necessary rights-of-entry will be secured by the Engineer/surveyor.
- This scope does not include documentation and associated public involvement activities for compliance with Chapter 26 of the Texas Parks and Wildlife Code. CMEC can provide support under a separate scope and budget.
- Assumes that a tech memo (for a project using only local {City} funds) would be adequate, and no NEPA-compliant would be required. Should changes in funding or permitting trigger the need for a NEPA-compliant evaluation, those services could be provided under a separate scope and budget.
- Assumes digital archeological site registration only (discounted fee) and that no paper site form submittals would be required.
- Assumes a limited number of diagnostic artifacts (25 or fewer) will be collected from City land and will be curated.

### **Exclusions**

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Preparation of a NEPA-compliant document (CE, EA, or EIS);

- Formal or Informal coordination with the U.S. Fish and Wildlife service per the Endangered Species Act, including preparation of a stand-alone Biological Assessment or Biological Evaluation;
- Presence/absence surveys for endangered species;
- Construction phase services, including preparation of Environmental Permits, Issues and Commitments (EPIC) sheets;
- Work extending beyond the specified limits of the project at the time of this work order;
- Hazardous materials Phase II ESA and/or materials testing;
- Intensive (i.e., site-specific) historic structures studies, assessments of eligibility, management recommendations, or targeted coordination documents for any historic buildings/structures;
- Archeological site testing or data recovery or human remains evaluation, coordination, or removal;
- Processing and curation of more than 25 diagnostic artifacts;
- Participation in any public involvement meeting or activity by CMEC staff; and
- Litigation support.

City of New Braunfels Sports Complex Environmental and Cultural Resources Tasks

TASK	Hourly Rate:	Sr. Enviro. Scientist II \$	Enviro. Professional II \$	Enviro. Professional I \$	Enviro. Staff II \$	Enviro. Staff I \$	Enviro. Tech II \$	Sub Total Hours	Hr/Unit	Labor Cost
Cox/McLain Environmental Consulting, Inc.										
<b>PRELIMINARY ENGINEERING PHASE</b>										
Project Management and Communications		2	2					4		\$ 477.26
<b>Task A Archeological Survey</b>										
A1. Texas Antiquities Code Arch Permit, Survey, Archival Research, Report		8	24	40	48	48	64	232		\$ 16,767.36
<b>Task B Environmental Technical Memorandum</b>										
B1. Water Resources			8		8	8	2	26		\$ 1,989.58
B2. Biological Resources			4		6	2	2	14		\$ 1,063.80
B3. Hazardous Materials					4	2		6		\$ 414.02
B4. Tech Memo Preparation/Comment Response		2	4		12		8	26		\$ 1,955.08
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
<b>TOTALS</b>		<b>12</b>	<b>42</b>	<b>40</b>	<b>78</b>	<b>60</b>	<b>76</b>	<b>308</b>	<b>Row Total = 308</b>	
<b>HOURS:</b>										
<b>LABOR COST:</b>		\$ 1,656	\$ 4,226	\$ 3,450	\$ 5,607	\$ 3,795	\$ 3,933			\$ 22,667.10
		3.9%	13.6%	13.0%	25.3%	19.5%	24.7%			\$ 22,667.10

DIRECT EXPENSES:	Quantity	Unit Cost	Total Cost
<b>Travel:</b>			
Mileage	800 miles	\$0.545 per mile	\$436.00
Per diem	days	per day	
Lodging	nights	per night	
<b>Copies:</b>			
Reproduction	1000 copies	\$0.10 per copy	\$100.00
<b>Misc Expenses:</b>			
Hazardous materials database search	1 search	\$500.00 per search	\$500.00
Express delivery	4 each	\$14.00 per each	\$56.00
Site form submittal	2 forms	\$64.00 per form	\$128.00
Backhoe and operator	1 day	\$1,500.00 per day	\$1,500.00
Artifact curation fee	1 drawer	\$1,500.00 per drawer	\$1,500.00
<b>TOTAL DIRECT COST:</b>			\$ 4,220.00
<b>TOTAL PROJECT COST:</b>			\$ 26,887.10

May 21, 2018

Opp #: 18-1474

Joe Daly  
Norris Design  
2201 East 6<sup>th</sup> St.  
Austin, TX. 78702

Re: New Braunfels Sports Field Complex  
Cost Management Services

Dear Joe,

Thank you again for the opportunity to put our team forward for your consideration to support Norris Design on the New Braunfels Sports Field Complex. Please find detailed below our proposal including our understanding of the project along with an overview of our proposed approach and service deliverables. Should you have any questions or queries relating whilst reading the below, then please do not hesitate to contact me.

#### PROJECT UNDERSTANDING

As per our conversation and the initial information issued, we understand the scope to be a new sports complex which includes baseball and softball diamonds, and rectangular fields, in New Braunfels Texas. Site development, improvements and landscaping are included. Exact Programming and Site GSF is relatively unknown as this point in time, yet it is assumed the project construction cost is roughly \$25M.

#### COST MANAGEMENT APPROACH / DELIVERABLES

It is intended that the design information (Summary of Needs, Concept & Schematic) will be presented at each milestone and will require the estimation of all construction costs, which will include GC general conditions, bonds, insurances, fee's design / construction contingencies and escalation. All soft / project costs are excluded. The estimate will be prepared in a Uniforamt format and where applicable will measure and quantify scope in order to provide detailed cost information. Where areas, details, systems and the like which cannot be identified, we shall provide details based upon historic and parametric data from our benchmarks of similar projects and developments. Our deliverables for each stage are as follows;

##### Summary of Needs

- Estimate project based upon cost per sf (due to design not being available at this time)
- Budgeting Activities to Assist Team

##### Conceptual

- Detailed Conceptual Cost Estimate
  - Meeting Time - (2) Hrs.
-

Schematic / Rough Order of Magnitude

- Detailed Schematic Cost Estimate
- Design Team Support on Design Development Decisions/Target Costs
- Meeting Time – (2) Hrs.

**FEE PROPOSAL**

We propose a Lumps Sum fee of **\$29,585.00** which has been deducted from the breakdown below. Please note that we have included one revision to our final report for each design stage. Design Development and Construction Document stages are excluded from our proposal as they are not deemed required. Reconciliation efforts are assumed not required and are therefore not included in proposal hours.

Summary of Needs	Hourly Rate	Meetings (Hrs)	Estimate (Hrs)	Reconciliation (Hrs)	Total Cost
Cost Manager	\$125.00	2	25	0	\$3,375.00
Sr. Mechanical Estimator	\$160.00	0	6	0	\$960.00
Sr. Electrical Estimator	\$160.00	0	6	0	\$960.00
Managing Director	\$180.00	0	1	0	\$180.00
<b>Total</b>					<b>\$5,475.00</b>

Conceptual Design	Hourly Rate	Meetings (Hrs)	Estimate (Hrs)	Reconciliation (Hrs)	Total Cost
Cost Manager	\$125.00	2	41	0	\$5,500.00
Sr. Mechanical Estimator	\$160.00	0	12	0	\$1,920.00
Sr. Electrical Estimator	\$160.00	0	12	0	\$1,920.00
Managing Director	\$180.00	0	2	0	\$360.00
<b>Total</b>					<b>\$9,700.00</b>

Schematic Design	Hourly Rate	Meetings (Hrs)	Estimate (Hrs)	Reconciliation (Hrs)	Total Cost
Cost Manager	\$125.00	2	68	0	\$8,750.00
Sr. Mechanical Estimator	\$160.00	0	16	0	\$2,560.00
Sr. Electrical Estimator	\$160.00	0	16	0	\$2,560.00
Managing Director	\$180.00	0	3	0	\$540.00
<b>Total</b>					<b>\$14,410.00</b>




**CONTRACT TERMS**

Our fees assume any required design information (including drawings, specifications, and reports) required for the performance of our work will be provided in hard copy or electronic at no cost to Cumming. PDF is the preferred electronic format. Reimbursable expenses (travel, etc) have been excluded and if incurred will be invoiced at actual cost with no mark-up.

Fees are valid for 90 days from the date of this proposal. Should any of the above be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service. Please note we will require written authorization to proceed, along with acceptance of the proposed contract attached to this letter.

Invoices will be issued at the end of each calendar month and shall be based upon the agreed hourly billing rates, or in the case of an agreed lump sum, a percentage in proportion to the services performed. Each invoice will require payment within a period of 30 days from the date of the invoice.

Very truly yours

	
Managing Director Cumming	Sign in acceptance by:



