

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 20th day of June 2023, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **RVi Planning**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Conduct Master Park Study for Rathgeber Park “Park”.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A”.
3. **Description of Services:** The Contractor shall perform the below duties as needed by the City:
 - Inventory of the Site.
 - Identify regional/national standards related to park development projects.
 - Development community engagement plan.
 - Provide a detailed schedule for the planning, design development, and construction document phases.
 - All other services necessary for the Scope of Work in Attachment “A”.
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed three hundred fifteen thousand eight hundred sixty dollars (\$315,860) including the base fee and up to ten thousand dollars (\$10,000) of reimbursable expenses. Invoices will be submitted monthly, and payment is due within 30 days of City’s receipt and approval of the invoice. Any amount in excess of this amount must be approved by both parties in writing.
5. **Duration:** This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission

(Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

10. Injuries/Insurance: Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor’s employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor’s employees may sustain while performing services under this Agreement. Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor’s employees for the provision of services to the City.

11. INDEMNIFICATION: CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY’S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR’S EMPLOYEES, IF ANY, AND CONTRACTOR’S AGENTS.

12. Assignment: Contractor’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

13. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725

For the Contractor:

Attention: Alan N. Harris, Esq.
 Two Towne Square
 Suite 700
 Southfield, MI 48076
 248-447-2000

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

14. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists

between this Agreement and Attachment "A", this Agreement shall prevail.

15. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

18. Applicable Law: The laws of the State of Texas shall govern this Agreement.

19. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

20. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

21. Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.
Bill Foulds Jr., Mayor

June 23, 2023
Date

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary

CONTRACTOR:

Chris Lalich
Chris Lalich, Vice President of Project Operations

June 27, 2023
Date



ATTACHMENT A

Scope of Work



PROFESSIONAL SERVICES AGREEMENT – DESIGN

Project Name: Rathgeber Natural Resources Park

RVi# 23000050

Client Name: City of Dripping Springs (CoDS)

Client Address: 511 Mercer Street or P.O. Box 384 Dripping Springs, Texas 78620

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of service.

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

1.1 PROJECT INITIATION

1. Create work plan that identifies team organization, meeting schedule, outline of tasks, timeline for milestones and deliverables, community engagement plan.
2. Conduct a Kickoff Meeting with CoDS staff and other stakeholders to review project goals, transfer available information, and review workplan. Document the meeting. One (1) meeting is included.
3. Obtain and review plans, maps, and records provided by the Client.
4. Provide monthly progress reports to CoDS Project Manager cumulatively detailing work completed.
5. Conduct a web-based survey with the Client focused on potential goals, vision, character, defining features, and other important issues to consider for the project.

Deliverables:

- Work Plan
- Progress Reports

1.2 SITE AND CONTEXT ANALYSIS, DATA COLLECTION

1. Compile and analyze reports that affect the project study area as provided by CoDS.
2. Review existing CoDS master plans, relevant contracts or agreements that may affect the project or design parameters.
3. Provide aerial mapping services of the property to establish a visual baseline of existing conditions. The produced documents will include orthomosaic aerial map. One (1) Aerial flight will cover the project area. Aerial photography will be processed into an orthomosaic map and point cloud to inform site evaluation and design program. Orthomosaic basemap shall be georeferenced for use in CAD, GIS, and graphic software.
4. Provide a 360-degree photography Virtual Site Tour of the existing site, delivered through a web-based interface suitable for virtual meetings, website embeds, and link share.
5. Conduct site reconnaissance and develop an existing conditions report and site assessment map including key feature, topography, floodplains, park conditions, plant communities, water sources, transportation networks, internal circulation, and parking, views, ecological and historical resources, and other site opportunities and constraints based on the visual observation and analysis of information obtained from CoDS, other sources, and expert consultants.
6. Develop a Project Opportunity Analysis by conducting market research of comparative and inspirational properties, amenities, and experiences to inform project differentiation, design direction, and storytelling. Provide comparative information from other parks for inspiration for programming, operations and maintenance structure, traffic and parking mitigation, and possible funding and revenue generation.
7. Provide an analysis of the primary Site User Groups and relevant needs, behaviors, and design ideas for further exploration in team workshops and validation in community forums.
8. Conduct staff interviews to understand maintenance, operations, and sustainability goals.
9. Prepare existing conditions and site assessment report

10. Meet with CoDS to review. Incorporate comments from meeting to finalize Existing Conditions and Site Assessment Map and Report. One (1) meeting is included.

DELIVERABLES:

- Aerial Map supported by 360 Photography Virtual Site Tour Webpage
- Project Opportunity Analysis
- Existing Conditions & Site Assessment Map and Report

1.3 PRELIMINARY VISION PLANNING

1. Conduct a Vision Workshop with Client team and project Consultants to explore design opportunities and establish potential theming directions.
 - Vision Workshop will include review of web-based survey and project insights, open discussion, and team activities to determine project principles, explore design inspiration, envision site experiences for our user groups, and discuss the impacts of creative ideas on the project's long-term potential.
 - Develop set of initial Vision and Values that will drive project design decisions.
 - Consultant will prepare Vision Workshop findings for presentation use in Public Engagement Point #1 (Refer to Article 1.5).
2. Prepare Needs Assessment narrative.
3. Prepare assessment and criteria for pursuing Sustainable SITES application.
4. Develop up to two (2) preliminary Project Vision Plan Concepts expressing draft project principles, program ideas, and plan concepts.
 - Project Vision Plan Concepts will be informed by Site Assessment, Existing Conditions, Project Opportunity Analysis, Vision Workshop findings, and Public Engagement Point #1.
 - Consultant will review preliminary Project Plan Concepts with CoDS and project team in a digital session.
 - Consultant will prepare Project Vision Plan Concepts for presentation use in Stakeholder Engagement Workshop.
5. Based on Client review and feedback from Stakeholder Engagement Workshop and Public Engagement Point #2, Consultant will refine the preferred direction to a final Project Plan Concepts .

DELIVERABLES

- Preliminary Needs Assessment narrative
- (2) Preliminary Project Vision Plan Concepts

1.4 VISION PLAN

1. Prepare draft Vision Plan with emphasis on demonstrating how public input has influenced the plan.
2. Incorporate input from public meeting and develop vision plan summary report which will include:
 - Needs Assessment Report based on Site Analysis and public feedback addressing current and future needs for programming space, accessibility, and presentation of environmentally sensitive features.
 - Prepare preliminary Vision Plan concepts supported with graphics to illustrate the concepts.
 - Prepare plan identifying phasing (if needed), preliminary budget estimates, preliminary operations and maintenance recommendations, land management strategy, and potential funding strategies.
3. Prepare and conduct project briefing with CoDS and incorporated input to draft vision plan. The final draft Vision Plan will include graphic materials to illustrate the draft vision plan ideas and concepts.
4. Prepare presentation of up to 20 slides for boards and commission meetings, if required.
5. Conduct up to two (2) project presentations of the draft Vision Plan to Boards or Commissions.
6. Make changes to the Vision Plan as advised by the CoDS Project Manager or Parks Board and necessary changes to the final adopted plan prior to acceptance by CoDS.
7. Prepare final **Vision Plan Document** including:

- Background, Vision, and Values
- Site & Opportunity Analysis and Existing Conditions Reports
- Project Timeline
- Summary of Community Engagement (results and record material in appendix)
- Needs Assessment Matrix
- Vision Plan
 - Identity & Character
 - Education & Interpretation
 - Design & Resources
 - Implementation & Phasing
- Other Recommendations/Options
- O&M and Land Management Strategies
- Budget & Funding Strategies
- Appendix

DELIVERABLES

- Final Vision Plan, three (3) bound hard copies and electronic copy of report and all related materials.

1.5 PUBLIC ENGAGEMENT

1. Create a Public Outreach and Engagement Plan that facilitates effective and diverse outreach strategy within the greater Dripping Springs area in collaboration with the CoDS and CoDS People and Communications Director.
2. Assist in preparation of CoDS notifications, press releases and other materials including factsheets, eBlasts for upcoming public meetings (6-8 weeks in advance), including providing additional communication materials to support social media efforts when advertising for public engagement opportunities. Press releases, eBlasts will be reviewed and disseminated by the CoDS People and Communications Department.
3. Maintain public feedback from meetings, online surveys, emails and phone calls, to be documented in an appendix of the final plan.
4. Coordinate with CoDS People and Communications Department on materials translations and language interpretation of meetings.
5. Prepare and maintain meeting summaries to include meeting presentations, meeting materials, sign-in sheets, and meeting minutes. Meeting material will also be included in an appendix of the final plan.
6. Provide updates to the CoDS Project Manager and Project Team following all public engagements and plan and facilitate a work session after each public meeting with design team to review all the public feedback received.
7. Conduct **3 Public Engagement Points** to document community needs and inform Vision Plan design.
 - a. **Public Engagement Point #1 (during Preliminary Vision Plan Phase):** Public Introduction. The first public engagement will introduce the consultant's project team; present the project approach, parameters, schedule, existing conditions, opportunities, and challenges; and seek input on vision planning goals, guiding principles, and further community-focused design activities. A preliminary PARK (Preserve, Add, Remove, Keep Out) input exercise or similar exercise will be facilitated. The meeting shall close with information on next steps.
 - Prepare agenda, sign-in sheets, notifications, invitations, handouts, and presentation materials that will be reviewed by the CoDS People and Communications Department prior to being released to the public.
 - Conduct community presentation, manage meeting program, and guide feedback collection.
 - Assist CoDS People and Communications Department with any media attending a meeting.
 - If virtual; setup of live-stream or virtual meeting link and assign internal monitor for meeting.
 - If in-person; coordinate with CoDS People and Communications Department to secure location or meeting site. Assist in setup/cleanup of meeting sites, coordinate with CoDS to ensuring all meetings are equipped with standard A/V equipment.
 - Maintain written minutes, which shall include a list of participants, and an ADA accessible summary report.
 - This engagement takes place in the Preliminary Vision Plan phase

- b. **Stakeholder Engagement Workshop (during Preliminary Vision Plan Phase):** : User Group Placemaking Workshop. This public engagement will recruit members of the community to represent site user groups in a collaborative design workshop. The User Group Placemaking Workshop will further define Site User Groups and pressure-test preliminary Project Vision Concept Plans by strengthening our understanding of primary user needs, potential site behaviors, and design ideas for ongoing Vision Plan development. The stakeholder participants will be developed in consultation with CoDS and may include the Boy Scouts, Environmental Organizations, or Local Community/Civic Leaders. Stakeholder groups may be staggered throughout the day or combined, depending on need, location, and group.
 - Assist CoDS in recruitment of User Group representatives.
 - Prepare agenda, notifications, and workshop structure that will be reviewed by the CoDS People and Communications Department prior to public deployment.
 - Conduct User Group Placemaking Workshop, manage activities, and guide feedback collection.
 - Provide summary of workshop activities and findings.
- c. **Public Engagement Point #2 (Vision Plan Phase):** : The second public engagement will present the preliminary design concepts to solicit feedback, generate alternate ideas, and demonstrate how public input has influenced the project.
 - Prepare agenda, sign-in sheets, notifications, invitations, handout and presentation materials that will be reviewed by the CoDS People and Communications Department prior to being released to the public
 - Assist CoDS People and Communications Department with any media attending a meeting
 - If virtual; setup of live-stream or virtual meeting link and assign internal monitor for meeting.
 - If in-person; coordinate with CoDS People and Communications Department to secure location or meeting site. Assist in setup/cleanup of meeting sites, coordinate with CoDS to ensuring all meetings are equipped with standard A/V equipment.
 - Maintain written minutes, which shall include a list of participants, and an ADA accessible summary report.
 - This engagement takes place at start of Final Vision Plan phase.
- 8. Conduct **two (2) Popup Events (Pre and Final Vision Plan Phases):** with City staff present, that are to be carried out at a local public event in Dripping Springs. Site and events to be determined in consultation with CoDS People and Communications Department.
 - Popup event shall consist of tent or booth and table (provided by CoDS) for displaying and disseminating information about the project to the public. Display material, provided by consultant, may consist of plan or graphic boards, flyers, QR code links, or digital display (depending on venue).
 - Consultant will provide up to two (2) project team members for a 2-hour event period.
 - Summary of Popup event shall be included in appendix of Vision Plan
- 9. Develop and Every Door Direct (by USPS) Mailing (Preliminary Vision Plan Phase) campaign to Dripping Springs zip codes that will communicate public engagement meetings, websites, or online surveys.
 - Design mailing card for approval by CoDS People and Communications Department.

ARTICLE 2: ADDITIONAL SERVICES

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.2 of this Agreement.

2.1 Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 1 of this Agreement;
2. Preparing construction drawings, plans, specifications, and other services in connection PS/E Design Phase services (30/60/90; SD/DD/CDs, Bid, Regulatory, or Construction Administration).
3. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;
4. Public or other presentations beyond those described in Basic Services;

5. Preparation of presentation materials for marketing or purposes other than in-progress approvals; construction of presentation models; or preparation of finish quality renderings for the Project;
6. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
7. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;
8. Providing work in connection with the services of a construction manager retained by the Client;
9. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the Consultant; providing such change orders are required by causes not solely within the control of the Consultant;
10. Preparation of as-built drawings;

ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT

3.1 The City of Dripping Springs shall provide, in a timely manner, all criteria and full information regarding City's requirements for, and limitations on, the Project, including without limitation:

1. GIS base layers including topography, boundaries, easements, utilities, impervious cover and vegetation; if needed.
2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
3. Disseminate all press releases, notifications, meeting invitations and other communications to the public
4. Financial/economic information setting forth the budget limitations for the Project;
5. Designate a project manager to coordinate the project organization, schedule of meetings, and other deliverables.

ARTICLE 4: COMPENSATION

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Consultant's compensation shall include the **lump sum of \$305,859.86** dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Project Initiation Phase Services	\$9,492.00
Site, Context Analysis, & Data Collection Phase Services	\$120,445.00
Vision Plan Phase Services (Preliminary and Final)	\$123,700.00
<u>Public Engagement Phase Services</u>	<u>\$52,222.86</u>
Total:	\$305,859.86

4.2 ADDITIONAL SERVICES

The Client shall pay the Consultant for authorized Additional Services performed, including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement.

4.3 INVOICING AND PAYMENT

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable ten (10) days following the date of the invoice, at the office of RVI, **1611 West 5th Street, Suite 175, Austin, Texas 78703**. Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not*

comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by RVi in connection with the collection of overdue accounts of Client.

The Client's billing contact information is outlined in the attached exhibit "Client's Billing Contacts"

4.4 HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$220.00 - \$275.00
Associate Principal	\$190.00 - \$250.00
Practice Director	\$160.00 - \$230.00
Project Director	\$150.00 - \$230.00
Project Manager	\$140.00 - \$230.00
Landscape Architect (PLA)/Planner (AICP)	\$150.00 - \$220.00
Designer/Planner/Intern	\$90.00 - \$200.00
Technical, Administrative	\$80.00 - \$175.00

4.5 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; fees paid for securing approval of authorities having jurisdiction over the project; expense of any additional insurance coverage or limits including professional liability insurance requested by the Client in excess of that normally carried by the Consultant and the Consultant's sub-consultants and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.



EXHIBIT A
LIMIT OF WORK (INDICATED IN ORANGE)

