



PROPOSAL FOR PROFESSIONAL SERVICES

March 22, 2024

Ms. Michelle Fischer
City Administrator
City of Dripping Springs, Texas
511 West Mercer Street
RVI Project Number: 23000051

RE: Rathgeber Natural Resource Park – Amendment/Change Order Request

Dear Michelle:

Thank you for taking time out of your busy schedule last week to meet with RVI and Malone Wheeler to discuss the access options for the park property. As discussed, RVI and Malone Wheeler have been working with the City to explore the potential access between the ISD property (via multiple meetings, preparation of potential access sketches) and Rathgeber Natural Resource Park.

After the results of the meeting with ISD, the design team suggested the possibility of exploring access options through the property to the west. Once we received direction to move forward with exploring access options, Malone Wheeler prepared multiple (6-7) concepts. The team met with the City to discuss advantages and disadvantages for each option and then developed two additional options. These were prepared and sent out after our meeting on March 13, 2024.

Part of our discussion at last week's meeting was next steps moving forward and the need for an amendment/change order for efforts conducted and anticipated. As promised, please see the draft amendment for your review and consideration.

We would be happy to meet with you all to discuss the draft and necessary steps in getting a change order approved.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Dufrene', with a long, sweeping underline.

Peter Dufrene, ASLA, SITES AP
Associate Principal

Cc: Andrew Binz, Parks and Community Services Director



PROFESSIONAL SERVICES AGREEMENT - AMENDMENT NO. 1

RVi# 23000050

This Amendment to Design Professional Services Agreement (the "Amendment") is entered into as of this day 22nd of March 2024 by and between, City of Dripping Springs (CoDS) 511 Mercer Street or P.O. Box 384 Dripping Springs, Texas 78620 ("Client") and RVi Planning + Landscape Architecture, Inc. ("Consultant").

Client and Consultant have entered into that certain Agreement for Design Services for Rathgeber Natural Resources Park dated as of June 27, 2023 (the "Original Agreement") and desire to amend the Original Agreement.

Except as expressly modified by this Amendment, the Original Agreement remains unchanged and in full force and effect.

A. The parties agree that Article 1 – BASIC SERVICES, of the Original Agreement, is hereby amended by adding the following:

1.2 (11) Site Context Analysis/Data Collection (Meetings)

- Attendance of Meetings with City Staff, Dripping Springs ISD, and adjacent land owners to evaluate constraints, challenges and opportunities for multiple access options from adjacent properties, which may include without limiting access from Dripping Springs ISD owned land, Cynosure/Wild Ridge and Headwaters.

1.2 (12) Site Context Analysis/Data Collection (Access Options)

- Provide and evaluate access options (additional to access easement near northern property boundary of Headwaters development). Assumes support meetings which may include preparation of exhibits, review of adjacent property's entitlements; land planning and roadway exhibits, phase and utility considerations; development agreement review of adjacent properties for purposes of anticipating amendment or potential opportunities for landowners to grant roadway/park access.

B. The parties agree that Article 4-COMPENSATION of the Original Agreement, is hereby amended by adding the following:

The Client agrees to pay the Consultant the following estimated fees for the Basic Services. Fees for Basic Services will be charged on an hourly basis for each phase of the Project plus reimbursable costs and will not be exceeded without authorization from the Client. The fees assume no substantial change in scope of the Project or services:

1.2 (11) Site Context Analysis/Data Collection (Meetings)	\$18,500
1.2 (12) Site Context Analysis/Data Collection (Access Options)	<u>\$31,500</u>
Total Hourly	\$50,000

(fees above are inclusive of Malone-Wheeler, see attached for reference)

The Client shall compensate the Consultant as follows:

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 - \$300.00
Associate Principal	\$190.00 - \$275.00
Practice Director	\$160.00 - \$275.00
Project Director	\$150.00 - \$250.00
Project Manager	\$140.00 - \$250.00
Landscape Architect (PLA)/Planner (AICP)	\$150.00 - \$225.00
Designer/Planner/Intern	\$90.00 - \$205.00
Technical, Administrative	\$80.00 - \$175.00



APPROVED AND ACCEPTED

This Amendment to Land Planning and/or Landscape Architectural Design Services Agreement is approved and accepted by the Client and Consultant upon both parties signing and dating the Amendment and returning a signed copy to the Consultant.

CONSULTANT:

RVi Planning + Landscape Architecture, Inc.

CLIENT:

City of Dripping Springs, Texas

Signature: _____

Signature: _____

Printed Name: _____ Chris Lalich _____

Printed Name: _____

Title: _____ Vice President _____

Title: _____

Date: _____ March 22, 2024 _____

Date: _____

DRAFT



CIVIL ENGINEERING * DEVELOPMENT CONSULTING * PROJECT MANAGEMENT

Additional Services Request (Change Order No. 1)

Project Name: Rathgeber Park
Project Number: 23-029-AUS
Client: RVi Planning + Landscape Architecture
Contact: Drew Carman, PLA
Address: 1611 West 5th Street, Suite 175, Austin, TX 78703
Phone: 512.492.3971
Email: DCarman@rviplanning.com

This document is in reference to a contract agreement dated 08/24/2023, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Client hereby authorizes Malone/Wheeler, Inc. to perform the following additional services for the referenced project.

Scope of Services: Site access options support services and meetings. See Exhibit A for more detail on anticipated services.

COMPENSATION to be on the basis of: This project will be billed on both a Time and Materials (T & M) basis with estimated budgets and on a Lump Sum basis as per Exhibit A. T&M tasks will be billed per hourly rates found in the Billing Rate Schedule, Exhibit B.

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative costs, unless otherwise specified. Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs.

Miscellaneous: N/A

Services covered by this authorization shall be performed in accordance with PROVISIONS and attached Exhibit(s) included with this form.

5113 Southwest Parkway, Suite 260, Austin, Texas 78735 | 201 Groveton Street, San Antonio, Texas 78210
Firm Registration No. F-786 * www.malonewheeler.com



**ADDITIONAL SERVICES REQUEST
(Change Order No. 1)**

Approved by CLIENT

By: _____
Printed Name: _____
Title: _____
Date: _____

Approved for Malone/Wheeler, Inc.

By: _____
Printed Name: Daniel J. Brown, P.E., LEED AP
Title: Principal
Date: _____



Scope of Work & Compensation

Project Name: Rathgeber Natural Resources Park - Masterplan - CO#1

3/19/2024

EXHIBIT A

Task No.	Title	General Description of Work	Budget	Time & Material / Lump Sum
	Site And Context Analysis Data Collection - Additional Service Request CO#1			
1.2.6		Attend meetings with the design team, City staff, Dripping Springs ISD and/or adjacent landowners or their representatives to evaluate constraints, challenges and opportunities for site access options from adjacent lands which may include without limiting access from Dripping Springs ISD owned land, Cynosure/Wild Ridge and Headwaters.	12,500.00	Time & Material (Budget)
1.2.7		Provide and evaluate access options (additional to the existing access easement near the northern property boundary of the Headwaters single-family development). This assumes support for meetings which may include preparation of exhibits; review of adjacent property's entitlements; land planning and roadway exhibits; phasing and utility considerations; development agreement review of adjacent properties for purposes of anticipating amendments or potential opportunities for landowners to grant roadway/park access. The full scope is unknown at the time of drafting this proposal, thus the above items and T&M budget are provided to aid in describing potential/anticipated efforts.	25,000.00	Time & Material (Budget)
	Total		37,500.00	



EXHIBIT B
STANDARD RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Project Principal	\$275
Senior Project Manager	\$235
Project Manager	\$195
Assistant Project Manager	\$175
Senior Project Engineer	\$185
Project Engineer	\$155
Senior Designer	\$155
Senior CAD Design Technician	\$130
CAD Design Technician	\$120
Drafter 3	\$110
Drafter 2	\$105
Drafter 1	\$95
EIT 3 / Graduate Engineer 3	\$135
EIT 2 / Graduate Engineer 2	\$125
EIT 1 / Graduate Engineer 1	\$105
Project Administration Manager	\$120
Project Administrator	\$80

Reimbursables Expenses

Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

Sub-Consultant Services / Outside Services

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative and processing costs, unless otherwise specified.

Note: Rates subject to change January 1st of each year.

