

**CITY OF FAIR OAKS RANCH**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

THE STATE OF TEXAS   §  
  §  
KENDALL COUNTY       §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and K Friese & Associates, Inc. (“Professional”).

**Section 1. Duration.** This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.**

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as **Exhibit “A”**. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**Section 3. Compensation.**

(A) The Professional shall be paid in the manner set forth in **Exhibit “B”** and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (**Exhibit A**) and accounted for in the total contract amount in **Exhibit “B”**. If these items are not specifically accounted for in **Exhibit A** they shall be considered subsidiary to the total contract amount.

#### **Section 4. Changes to the Project Work; Additional Work.**

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

#### **Section 5. Time of Completion.**

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability

to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work. For this project the Anticipated Schedule for Completion is attached as **Exhibit C**.

## **Section 6. Insurance.**

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached **Exhibit D** throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in **Exhibit D**, Professional shall maintain the following limits and types of insurance:

**Professional Liability Insurance:** professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

**Workers Compensation Insurance:** The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

**General Liability Insurance:** The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

**Automobile Liability Insurance:** Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as **Exhibit "E"**.

## **Section 7. Miscellaneous Provisions.**

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall

placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of

materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

### **Section 8. Termination.**

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of

termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.**

**For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.**

**Section 10. Notices. Any notice required or desired to be given from one party to the other**

party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 11. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 12. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 13. Waiver.** Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 14. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

**Section 15. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.



**Section 16. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 17. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 19. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 20. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 21. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 22. Right To Audit.** City shall have the right to examine and audit the books and records of Professional with regards to the work described in **Exhibit A**, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

**23. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which

notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**25. Boycott Israel.** The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

**26. Energy Company Boycotts.** Professional represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

**27. Firearm Entities and Trade Association Discrimination.** Professional verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

**28. Multiyear Contract.** “The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment of \$50,000 in the City’s fiscal year ending on September 30, 2022 (FY 21-22) the Parties hereby agree that: **notwithstanding any provision of this Agreement to the contrary the City’s obligation to make payment on this Agreement shall terminate on September 30, 2022, unless City Council, on or before such date, provides in the City’s FY 22-23 budget for the continuation of funding of this Agreement. Should City Council**

**fail to provide such funding for FY 22-23, the City shall have no further financial obligation under this agreement after September 30, 2022, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City in FY 21-22. It is City Council's intent to use its best efforts to obtain and appropriate funds for the FY 21-22 payment.**

**EXECUTED**, by the City on \_\_\_\_\_.

**CITY:**

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

Name: Tobin Maples, AICP

Title: City Manager

**ADDRESS FOR NOTICE:**

**CITY**

City of Fair Oaks Ranch  
Attn: City Secretary  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

**PROFESSIONAL:**

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

Name:

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

**PROFESSIONAL**

K Friese & Associates, Inc.  
Attn: Michael Persyn, P.E.  
10001 Reunion Place, Suite 404  
San Antonio, TX 78216

**EXHIBIT A  
SCOPE OF SERVICES**



10001 Reunion Place, Suite 404  
 San Antonio, Texas 78216  
 P 210.491.2391 | kfriese.com  
 TBPE Firm No. 6535

**EXHIBIT A**

October 11, 2021

Mr. Grant Watanabe  
 City of Fair Oaks Ranch  
 7286 Dietz Elkhorn  
 Fair Oaks Ranch, Texas 78015

VIA: E-Mail

RE: Old Fredericksburg Road Water Line Relocation

Dear Mr. Watanabe:

K Friese & Associates, Inc. (KFA) is pleased to provide you with the attached Scope of Services to perform tasks for preliminary engineering, design, bid, and construction administration services for the Bexar County Public Works (BCPW) Old Fredericksburg Road project.

We propose to perform the tasks described in the attached documents on a lump sum basis in an amount of \$58,950.00 for base services and \$5,000.00 for supplemental services for a total authorization of \$63,950.00. Additional detail on the project can be found in the attached Manpower Estimate and Scope of Services.

PHASE	WATER FEE	DURATION
60% Design	\$16,160.00	Follow BC Schedule
90% Design	\$11,280.00	Follow BC Schedule
100% Design	\$6,510.00	Follow BC Schedule
Bid Phase	\$5,550.00	Follow BC Schedule
Construction	\$16,790.00	Follow BC Schedule
Closeout	\$2,660.00	Follow BC Schedule
<b>Base Services</b>	<b>\$58,950.00</b>	
<b>Supplemental Services</b>	<b>\$5,000.00</b>	
<b>Total Authorization</b>	<b>\$63,950.00</b>	

Thank you very much for the opportunity to serve the City of Fair Oaks Ranch and we look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments.

Sincerely,

Michael Persyn, P.E.  
 Senior Project Manager

**EXHIBIT B  
COMPENSATION**

**KFA FEE SCHEDULE  
CITY OF FAIR OAKS RANCH - OLD FREDERICKSBURG ROAD WATER LINE**

**EXHIBIT B**

Task	Senior Project	Project	Project			Engineer in	Senior CADD	Contract	Total Labor	Total Labor	Sub-	Total
	Principal	Manager, PE	Manager, PE	Engineer II, PE	Engineer I, PE	Training	Technician	Specialist				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Consultant	Cost	
	\$ 250.00	\$ 225.00	\$ 195.00	\$ 140.00	\$ 125.00	\$ 105.00	\$ 115.00	\$ 85.00				
<b>60% Design - Water (Subtotals)</b>	0	9	0	30	23	64	0	4	130	\$16,160.00	\$0.00	\$16,160.00
1.1 Project Administration		4						4	8	\$1,240.00	\$0.00	\$1,240.00
1.2 FOR Coordination		1		2		2			5	\$715.00	\$0.00	\$715.00
1.3 Review survey, maps, as-builts				4	4	4			12	\$1,480.00	\$0.00	\$1,480.00
1.4 Walk Project				4		4			8	\$980.00	\$0.00	\$980.00
1.5 Bexar County Coordination				4		4			8	\$980.00	\$0.00	\$980.00
1.6 Plans Preparation									0	\$0.00	\$0.00	\$0.00
Prepare Title and Index of Sheets				1		2			3	\$350.00	\$0.00	\$350.00
Prepare General Notes and Qty Sheets				1	1	4			6	\$685.00	\$0.00	\$685.00
Prepare Project Layout				2	2	4			8	\$950.00	\$0.00	\$950.00
Prepare Water Plan Sheets				8	12	32			52	\$5,980.00	\$0.00	\$5,980.00
Prepare Details				1	2	4			7	\$810.00	\$0.00	\$810.00
1.7 Prepare Expected Construction Cost				2	2	4			8	\$950.00	\$0.00	\$950.00
1.8 QA/QC		4							4	\$900.00	\$0.00	\$900.00
1.9 Submittal to FOR (PDF)				1					1	\$140.00	\$0.00	\$140.00
<b>90% Design - Water (Subtotals)</b>	0	6	0	22	19	41	0	2	90	\$11,280.00	\$0.00	\$11,280.00
2.1 Project Administration		2						2	4	\$620.00	\$0.00	\$620.00
2.2 Project Walkthrough with FOR and Coordination				6		6			12	\$1,470.00	\$0.00	\$1,470.00
2.3 Bexar County Coordination				4		4			8	\$980.00	\$0.00	\$980.00
2.4 Plans Preparation									0	\$0.00	\$0.00	\$0.00
Revise Title and Index of Sheets					1	1			2	\$230.00	\$0.00	\$230.00
Revise General Notes and Qty Sheets				1	1	2			4	\$475.00	\$0.00	\$475.00
Revise Project Layout				1	2	2			5	\$600.00	\$0.00	\$600.00
Revise Water Plan Sheets				6	10	20			36	\$4,190.00	\$0.00	\$4,190.00
Revise Details				1	1	2			4	\$475.00	\$0.00	\$475.00
2.5 Revise Expected Construction Cost				1	2	2			5	\$600.00	\$0.00	\$600.00
2.6 QA/QC		4							4	\$900.00	\$0.00	\$900.00
2.7 Prepare Draft Bid Documents				1	2	2			5	\$600.00	\$0.00	\$600.00
2.8 Submittal to FOR (PDF)				1					1	\$140.00	\$0.00	\$140.00
<b>100% Design - Water (Subtotals)</b>	0	6	0	12	10	18	0	4	50	\$6,510.00	\$0.00	\$6,510.00
3.1 Project Administration		2						4	6	\$790.00	\$0.00	\$790.00
3.2 FOR Coordination				2		2			4	\$490.00	\$0.00	\$490.00
3.3 Bexar County Coordination				2		2			4	\$490.00	\$0.00	\$490.00
3.4 Revise Plans per Comments				4	8	12			24	\$2,820.00	\$0.00	\$2,820.00
3.5 QA/QC		4							4	\$900.00	\$0.00	\$900.00
3.6 Revise Draft Bid Documents				2	2	2			6	\$740.00	\$0.00	\$740.00
3.7 Submittal to FOR (PDF)				2					2	\$280.00	\$0.00	\$280.00
<b>Bid Phase (Subtotals)</b>	0	2	0	12	26	0	0	2	42	\$5,550.00	\$0.00	\$5,550.00
4.1 Project Administration		2						2	4	\$620.00	\$0.00	\$620.00
4.2 Provide Bid Docs for Bexar County Bid Package				2	8				10	\$1,280.00	\$0.00	\$1,280.00
4.3 Attend Pre-bid Conference				4	2				6	\$810.00	\$0.00	\$810.00
4.4 Prepare & Issue Addenda				2	8				10	\$1,280.00	\$0.00	\$1,280.00
4.5 Attend Bid Opening				2	2				4	\$530.00	\$0.00	\$530.00
4.6 Review FOR Portion of Bid Tab				1	4				5	\$640.00	\$0.00	\$640.00
4.7 Conformed Documents				1	2				3	\$390.00	\$0.00	\$390.00
<b>Construction Phase (Subtotals)</b>	0	8	0	42	54	16	0	8	128	\$16,790.00	\$0.00	\$16,790.00
5.1 Project Administration		8						8	16	\$2,480.00	\$0.00	\$2,480.00
5.2 Preconstruction Conference				4	4				8	\$1,060.00	\$0.00	\$1,060.00
5.3 Review Submittals				4	8	16			28	\$3,240.00	\$0.00	\$3,240.00
5.4 Monthly Construction Meetings (2 meetings)				4	4				8	\$1,060.00	\$0.00	\$1,060.00
5.5 Observe Construction (8 visits)				20	20				40	\$5,300.00	\$0.00	\$5,300.00
5.6 Prepare Monthly Observation Report				2	2				4	\$530.00	\$0.00	\$530.00
5.7 Review RFIs, RFPs, and Change Orders				4	12				16	\$2,060.00	\$0.00	\$2,060.00
5.8 Meet for Final Field Acceptance				4	4				8	\$1,060.00	\$0.00	\$1,060.00
<b>Project Closeout - Water (Subtotals)</b>	0	0	0	4	0	20	0	0	24	\$2,660.00	\$0.00	\$2,660.00
6.1 Prepare Water Plan of Record				2		12			14	\$1,540.00	\$0.00	\$1,540.00
6.2 Revise and Resubmit per Comments				2		8			10	\$1,120.00	\$0.00	\$1,120.00
<b>Overall Project Total</b>	0	31	0	122	132	159	0	20	464	\$58,950.00	\$0.00	\$58,950.00
<b>Supplemental Services</b>	0	0	0	0	0	0	0	0	0	\$0.00	\$5,000.00	\$5,000.00
7.1 Subsurface Utility Engineering									0	\$0.00	\$5,000.00	\$5,000.00
<b>Total Base + Supplemental Services</b>	0	31	0	122	132	159	0	20	464	\$58,950.00	\$5,000.00	\$63,950.00



**EXHIBIT C  
SCHEDULE OF COMPLETION**

## **PROJECT DESCRIPTION**

The City of Fair Oaks Ranch (FOR) has requested engineering design services for the replacement of a segment of existing water main as part of its Capital Improvement Program (CIP) to be submitted as a joint bid with the Bexar County Public Works (BCPW) Old Fredericksburg Road Project. This work order consists of the replacement of the following:

- 1,700 linear feet of 6-inch water main relocation

## **SCOPE OF SERVICES**

The KFA Team will provide engineering design services including:

- Project Administration and coordination with FOR and Bexar County
- Construction plans for water main replacement segment
- Plans will be submitted for review to FOR at the 60%, 90%, and a final (100%) sealed set of plans will be submitted for construction
- Bid Phase Services
- Limited construction phase services, including monthly site visits, and preparation of as-builts

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: design survey, flow development, hydraulic analysis of pipe lines, metes and bounds for easements, easement acquisitions, temporary water main design, structural engineering, geotechnical engineering, environmental studies, traffic control plans, bypass pumping plans, and permitting fees.

FOR standard details and specifications will be referenced. Anticipated plan sheets (11"X17") to be prepared for this assignment include:

### Water:

- 1 – Cover
- 1 – General Notes
- 1 – Project Layout (1" = 200' scale)
- 5 – Plan Sheets (1" = 40' scale)
- 1 – Special Details Sheet

**1. 60% Design**

- 1.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules, and invoicing.
- 1.2 FOR Coordination – Coordinate with FOR regarding the proposed water line improvements and the alignment of the proposed roadway. KFA will attend design meetings with FOR, the roadway design team, and the County.
- 1.3 Review Surveys, Maps, As-Builts – Review documents depicting the existing water infrastructure provided by Bexar County.
- 1.4 Walk Project – The KFA Team will visit the site to walk the project and assess existing conditions that are visible in order to evaluate new alignments.
- 1.5 Bexar County Coordination – Coordinate with BCPW regarding the proposed roadway improvements and the alignment of proposed utilities. KFA will attend design meetings with BCPW, the roadway design consultant, and the City to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 1.6 Prepare Plan Sheets – Prepare Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. BCPW will provide the design survey and proposed roadway design files, both of which will be the basis for the plan sheets. Existing utilities will be shown where information was found to be available and based on field mark-outs of utilities.
- 1.7 Prepare Opinion of Probable Construction Cost – KFA will prepare a construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 1.8 QA/QC – KFA will conduct QA/QC of the plans for each design phase.
- 1.9 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 60% design stage. A copy of the Plan Sheets will be provided for BCPW for coordination purposes.

**2. 90% Design Phase**

- 2.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 2.2 Walk Project with FOR and Coordination – The KFA Team will walk the project with FOR to review the preliminary plans and existing site conditions.

- 2.3 Bexar County Coordination – Coordinate with BCPW regarding the proposed roadway improvements and the alignment of the proposed water mains. KFA will attend design meetings with BCPW and the roadway design consultant to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 2.4 Prepare Revised Plan Sheets – Revise Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. The KFA Team will summarize and respond to comments received from FOR at the 60% submittal.
- 2.5 Prepare Revised Opinion of Probable Construction Cost – KFA will prepare an updated construction cost estimate based on updated quantities developed in the plans and pricing on recent similar construction projects.
- 2.6 QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 2.7 Prepare Draft Bid Documents – Draft bid documents and submit to FOR.
- 2.8 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 90% design stage.

### **3. 100% Design Phase**

- 3.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 3.2 FOR Coordination – Coordinate with FOR regarding the proposed water line improvements and the alignment of the proposed roadway. KFA will attend design meetings with FOR, the roadway design team, and the County.
- 3.3 Bexar County Coordination – Coordinate with Bexar County Public Works regarding the proposed roadway improvements and the alignment of the proposed water mains. KFA will attend design meetings with BCPW and the roadway design consultant to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 3.4 Prepare Revised Plan Sheets – Revise Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. The KFA Team will summarize and respond to comments received from FOR at the 90% submittal.
- 3.5 QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 3.6 Revise Draft Bid Documents – Address any comments on the draft bid documents and submit to FOR for final review.

- 3.7 Design Submittal - The KFA Team will prepare and submit sealed final plans to SAWS via CPMS at the 100% design stage.

#### **4. Bid Phase**

- 4.1 Project Administration – This task includes routine communication with FOR, manpower, budgets, and schedules; and invoicing.
- 4.2 Provide Bid Docs for Bexar County Bid Package – Prepare the necessary documents for the Bexar County Public Works bid package for the project.
- 4.3 Attend Pre-Bid Conference – KFA will attend the pre-bid conference.
- 4.4 Prepare and Issue Addenda – KFA will prepare addenda required to clarify, correct, or change the bid documents.
- 4.5 Attend Bid Opening – KFA will attend the bid opening.
- 4.6 Review FOR Portion of Bid Tab – Bexar County will provide a bid tabulation and bid packets from each bidder to KFA. KFA will review the bids, verify the accuracy of the bid tabulation, determine the responsiveness of the low bidder, and prepare a letter of recommendation of award.
- 4.7 Conformed Documents – KFA will update the Contract Documents based on the Addenda issued and will issue Conformed Documents to Bexar County.

#### **5. Construction Administration**

- 5.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 5.2 Preconstruction Conference – KFA will attend the preconstruction conference, discuss the water main project, and contribute to the meeting minutes.
- 5.3 Review Submittals – KFA will review material data submittals, cut sheets, and layout drawings submitted by the Contractor.
- 5.4 Construction Meetings – KFA will attend up to two construction meetings as requested by Bexar County or FOR.
- 5.5 Observe Construction - KFA will attend up to 2 site visits per month during the construction phase. It is anticipated that the field construction phase of the FOR portion of the project will last approximately 4 months, and 8 site visits will be necessary.

- 5.6 Prepare Monthly Construction Observation Report – KFA will prepare a construction observation report each month summarizing the site visits during that month.
- 5.7 Review RFIs, RFPs, and Change Orders - KFA will evaluate and respond to RFIs from the Contractor. KFA will assist FOR in reviewing RFPs and Change Orders received from the Contractor regarding required plan modifications. Change Order paperwork will be completed by others.
- 5.8 Meet for Final Field Acceptance - KFA will meet with FOR and Bexar County inspectors to perform a final walkthrough and sign construction acceptance paperwork prepared by others.

## **6. Project Closeout**

- 6.1 Prepare Record Drawings – The KFA Team will prepare Record Drawings based on redlines provided by the Contractor and Inspector.
- 6.2 Revise and Resubmit per Comments – KFA will revise and resubmit Record Drawings based on comments provided by FOR.

## **7. Supplemental Services**

- 7.1 Subsurface Utility Engineering (SUE) – This item is a budgetary placeholder for SUE if it is determined during design that this will be required. A separate scope and fee will be prepared and submitted to FOR for approval if this is determined to be necessary.

## EXHIBIT "D"

## REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

## INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.

12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch  
emailed to: [choelscher@fairoaksranchtx.org](mailto:choelscher@fairoaksranchtx.org)  
Attn: Clayton Hoelscher, Procurement Manager  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015



**EXHIBIT "E"**  
**EVIDENCE OF INSURANCE**