

Work Authorization # 4
Capital Improvements Program
KFA PROJECT # _____
City of Rollingwood General Engineering Services

This work authorization is made pursuant to the terms and conditions of the original Professional Service Agreement dated _____ by and between K Friese & Associates, Inc. and the City of Rollingwood

SERVICES PROVIDED BY K FRIESE & ASSOCIATES, INC.:

Refer to Attachment A for details.

DELIVERABLES: Refer to Attachment A for details.

DURATION:

This Agreement shall remain in effect until December 30, 2022 unless terminated as provided herein, or extended by mutual agreement in writing. This Agreement is subject in all respects to the Terms and Conditions attached hereto and incorporated herein by reference.

BUDGET: Lump Sum not to exceed \$169,667.10 for Basic Services plus time and materials not to exceed \$26,994 for Additional Services: Refer to Attachment B for details.

CLIENT:

CITY OF ROLLINGWOOD

K FRIESE & ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

TYPED NAME: Amber Lewis

TYPED NAME: Thomas M. Owens, P.E.

TITLE: City Administrator

TITLE: Executive Vice President

DATE: _____

DATE: _____

Attachments:

Attachment A – Scope

Attachment B – Fees

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD
NIXON/PLEASANT DRAINAGE IMPROVEMENTS

PROJECT DESCRIPTION

The City of Rollingwood Infrastructure Improvements Plan (IIP) was completed in February of 2020. The Infrastructure Improvements Plan identified areas of stormwater drainage and flooding issues throughout the City of Rollingwood (City). The City subsequently authorized the completion of a Preliminary Engineering Report to evaluate multiple options and progress a schematic design solution by K Friese + Associates, Inc (KFA) for the Nixon/Pleasant Drainage Improvements project, identified as project M, K, V in the IIP. The following is a detailed scope of services for progressing the selected PER option for the preparation of a construction documents bid package and supporting land acquisition services.

This scope of work is based on Option 2 for the channel and Segment 1 for the storm drain improvements from the PER. The proposed improvements are anticipated to include a natural earthen channel utilizing native grasses, rock outcrops and removal of invasive tree species from Hatley Drive to approximately Nixon Drive. Segment 1 improvements will include a closed-pipe storm drain and inlet system beginning between 305 and 303 Nixon Drive and extending upstream (northwest) to approximately 302 Pleasant Drive. Refer to Figures 1 and 2 for a plan view layout and channel improvements concept.

SCOPE OF SERVICES

BASIC SERVICES

A. RIGHT-OF-WAY SURVEYING

1. This task will include preparing an estimated (4) four right-of-way documents. The scope of work shall include the preparation of signed and sealed metes and bounds descriptions with exhibit on letter size that meet or exceed requirements for land acquisition and easement recordation. All corners of easements shall be set with a 5/8 inch iron rod at each easement corner.

B. GEOTECHNICAL INVESTIGATIONS

1. This task includes the completion three borings drilled to 15 feet below existing ground surface along Nixon Drive and Pleasant Drive and two borings 25 feet below existing ground surface at the drainage channel's intersection with Pleasant Cove and Hatley Drive. Geotechnical investigations will include laboratory testing to define the strength and classification characteristics of the subgrade soils. Results and recommendations will be submitted as an Engineering Report. See the attached fee proposal from Raba Kistner Consultants, Inc. (RKCI).

C. LANDSCAPE DESIGN, BID, AND CONSTRUCTION PHASE SERVICES

1. This task will include the design and layout of walls, fences, terraces and detailed grading. Landscape design of vegetation restoration, shrub and tree layout design, and irrigation design for proposed landscape improvements. Scope of work includes design submittals, bid phase services support, and construction administration support. See the attached fee proposal from Terra Design Group (TDG).

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD
NIXON/PLEASANT DRAINAGE IMPROVEMENTS

D. PROJECT MANAGEMENT AND COORDINATION

1. Conduct a project kickoff meeting with the City to establish procedure for project coordination, schedule, and design.
2. Conduct up to two (2) project meetings with City to communicate project updates and coordinate design efforts. Any additional meetings will be performed on an hourly basis, as requested and authorized by the City.
3. Project administration includes the preparation of project status reports, general coordination with City staff, coordination and supervision of the project team, and quality management so that the project milestones and deliverables meet schedule and budget constraints.

E. DESIGN PHASE SERVICES

1. Prepare 60%, 90% and 100% design submittals including construction plans, specifications, and contract documents based on the selected design alternative. The design package is anticipated to include:
 - a. Title Cover Sheet
 - b. General Notes and Legend Sheet
 - c. Quantity Summary Sheet
 - d. Project Layout, Control and Typical Sections
 - e. Construction Access and Sequencing Plan
 - f. Demolition and Protection Plans
 - g. Storm Drain Plan and Profile Sheets
 - h. Channel Plan and Profile Sheets
 - i. Channel Outfall Sections
 - j. Storm Drain Lateral Sheet
 - k. Grading Plan Sheet
 - l. Waterline Adjustments Plan Sheet
 - m. Erosion Control Plan
 - n. Traffic Control Plan
 - o. Water Details
 - p. Paving Details
 - q. Drainage Details
 - r. Erosion Control Details
 - s. Traffic Control Details
2. Prepare an updated Opinion of Probable Construction Cost (OPCC) and project schedule with each design submittal.

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD
NIXON/PLEASANT DRAINAGE IMPROVEMENTS

F. BID PHASE SERVICES

- a. Bid Phase Services are assumed to be performed together with the Hubbard, Hatley Drainage Improvements Project. This scope of work is to coordinate efforts as a single bid package.
- b. Additional Services may apply if project is not bid simultaneously.

G. CONSTRUCTION PHASE SERVICES

- a. Construction Phase Services are assumed to be performed together with the Hubbard, Hatley Drainage Improvements Project. This scope of work is for coordination.

ADDITIONAL SERVICES

H. LAND ACQUISITION SERVICES

- a. Property acquisition consists of up to approximately three (3) permanent easements and two (2) temporary easements. The scope for right-of-way portion of the project will include project administration, file management, title services/closings, appraisal services, and negotiation services. See the attached proposal from Spitzer & Associates.
- b. Right-of-way activities described in the scope of work plus any additional requests from the City will be billed at an hourly rate on a monthly basis. The budgeted cost per parcel is \$8,250 or a total of three (3) assumed parcels plus temporary easement coordination.

SCHEDULE

1. 60% Construction Documents	8 weeks from NTP
2. 90% Construction Documents	4 weeks from receipt of Comments
3. 100% Construction Documents	4 weeks from receipt of Comments
4. Right-of-Way Surveying Exhibits	To begin at completion of Item 1
5. Land Acquisition (Easements)	To begin at completion of Item 1

COMPENSATION

Compensation shall be Lump Sum for Basic Services. Additional Services Task H shall be performed at Time and Materials. Invoices for Lump Sum will reflect percent complete on the various tasks as identified below:

BASIC SERVICES (Lump Sum Fee)

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD
NIXON/PLEASANT DRAINAGE IMPROVEMENTS

A. Right-of-Way Surveying	\$ 13,912.10
B. Geotechnical Investigations	\$11,100.00
C. Landscape Design, Bid, and Construction Phase Services	\$51,965.00
D. Project Management and Coordination	\$ 7,556.00
E. Design Phase Services	\$ 75,310.00
F. Bid Phase Services	\$ 2,938.00
G. Construction Phase Services	\$ 6,886.00
Total Basic Services	\$169,667.10
 ADDITIONAL SERVICES	
H. Land Acquisition Service (Time & Materials)	\$26,994.00
Total Additional Services	\$26,994.00
Total	\$196,661.10

ASSUMPTIONS AND EXCLUSIONS MADE FOR THIS PROPOSAL

- A. No environmental investigations are proposed to be performed as part of this scope of work. If necessary, additional services will be requested.
- B. Utility relocation design and construction includes water, wastewater and storm drainage only.

ADDITIONAL SERVICES

1. The City and KFA may agree that KFA shall perform services outside the Scope of Services described in this proposal. KFA will submit a written estimate of fees, based on standard rates indicated on the “Compensation Rate Schedule” included as part of the Professional Services Agreement contract. KFA will obtain the City’s authorization prior to initiating any Additional Services.
2. No subsurface utility engineering is included as part of this work to verify utility depths or other information. Further investigations may be recommended, as needed.

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD
NIXON/PLEASANT DRAINAGE IMPROVEMENTS

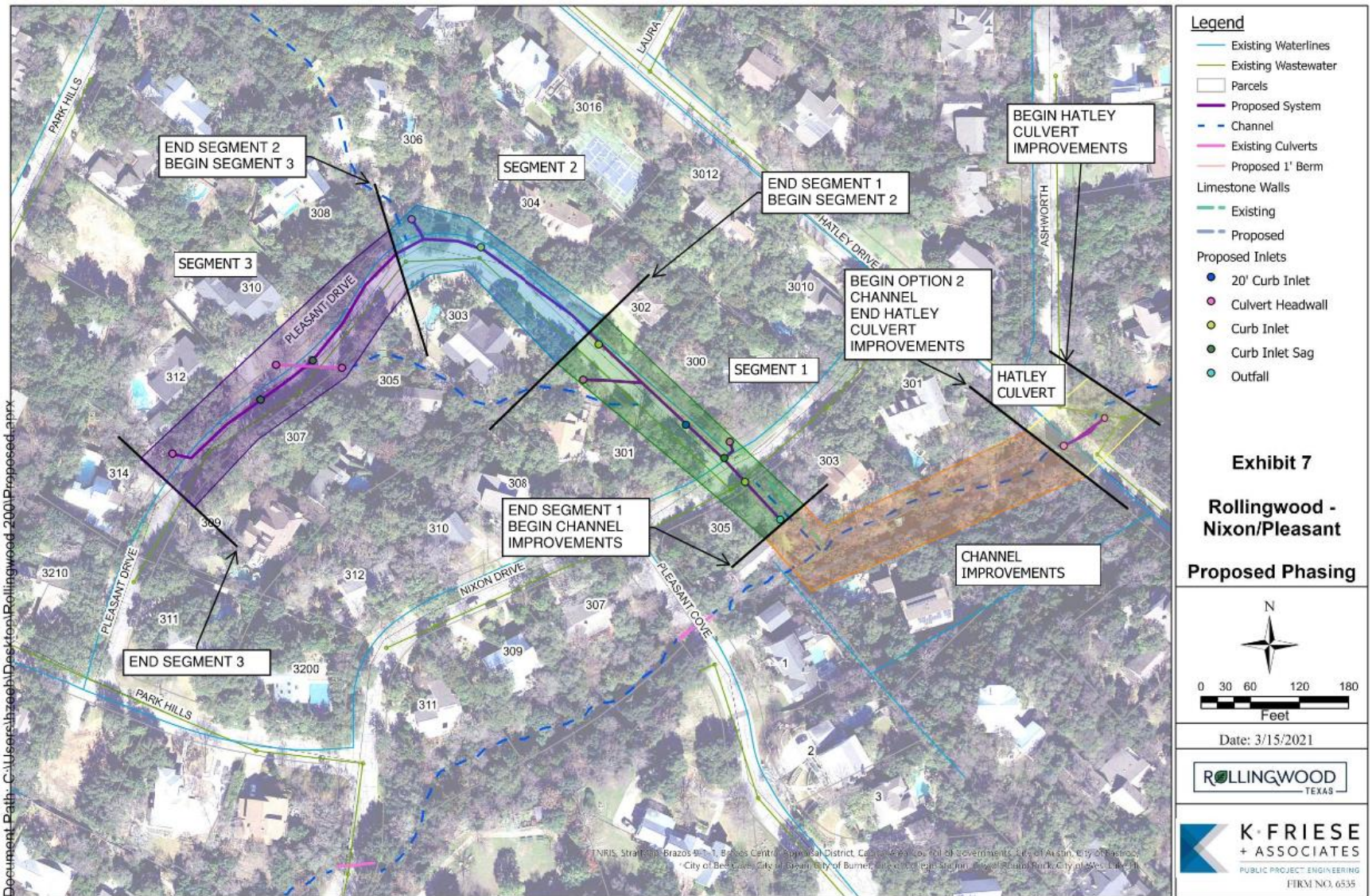


Figure 1 - Recommended Design from PER

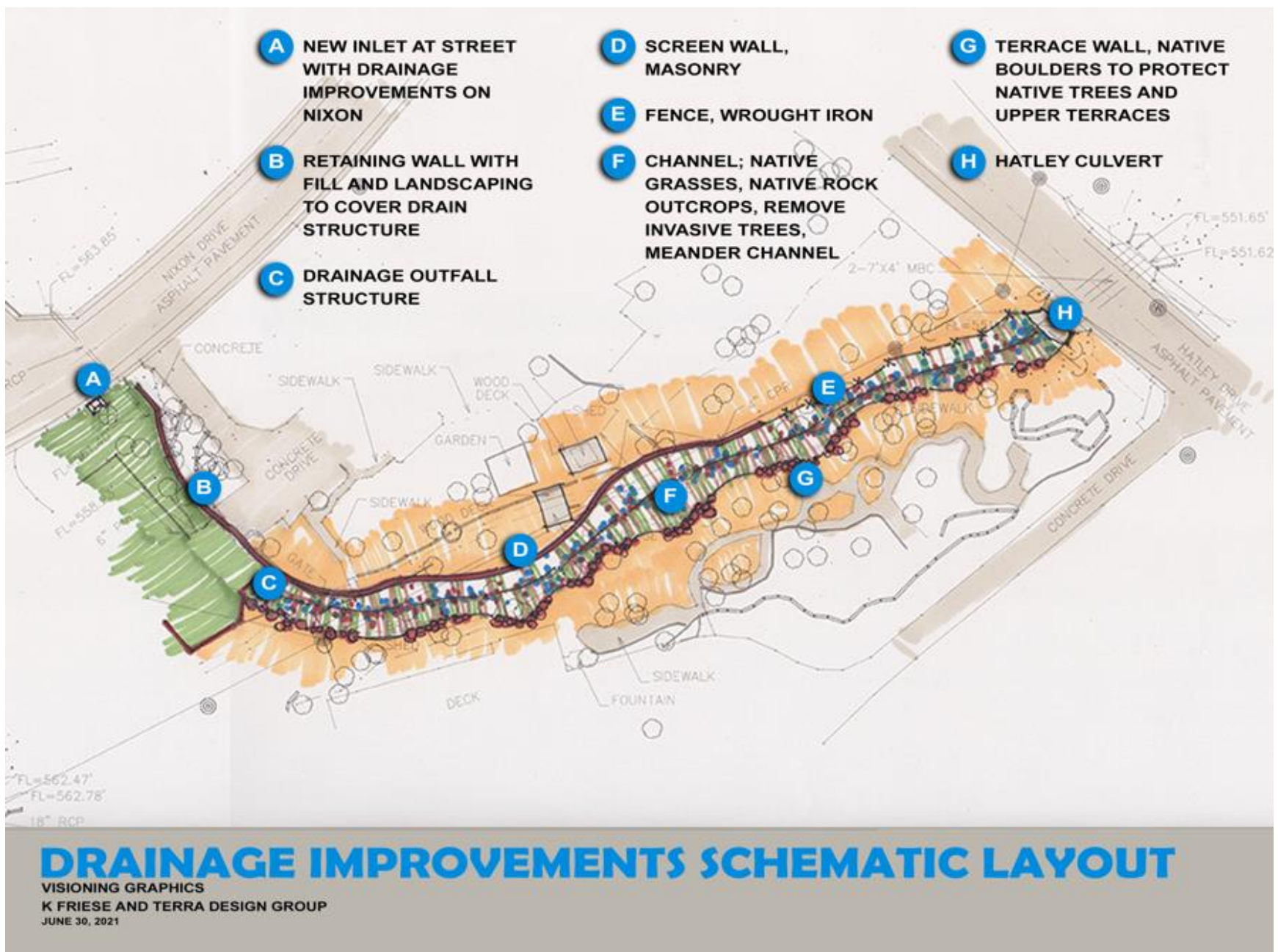


Figure 2 - Proposed Channel Improvements Concept

Attachment B - KFA MANPOWER/BUDGET ESTIMATE
 CITY OF ROLLINGWOOD GENERAL ENGINEERING SERVICES
 NIXON/PLEASANT DRIVE DRAINAGE IMPROVEMENTS PHASE 1
 PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Date: 7/19/2021

Hourly Bill Rate		\$ 260.00	\$ 205.00	\$ 178.00	\$ 106.00	\$ 120.00	\$ 114.00	\$ 85.00							
Task	Quality Manager Hours	Senior Project Manager Hours	Project Engineer Hours	EIT Hours	Senior GIS Operator Hours	Senior CADD Operator Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Survey (CivilCorp) Cost	Land Acquisition (Spitzer) Cost	Geotech (RKCI) Cost	Landscape Architecture (TDG) Cost	Expenses Cost	Total Cost
A SURVEYING															
1	Easement Exhibits, metes and bounds descriptions (4 properties)								\$0.00	\$13,912.10					\$13,912.10
	Task A Subtotal	0	0	0	0	0	0	0	\$0.00	\$13,912.10	\$0.00	\$0.00	\$0.00	\$0	\$13,912.10
B GEOTECHNICAL INVESTIGATIONS															
1	Geotechnical borings, report							0	\$0.00			\$11,100.00		\$0	\$11,100.00
	Task B Subtotal	0	0	0	0	0	0	0	\$0.00	\$0	\$0.00	\$11,100.00	\$0.00	\$0	\$11,100.00
C LANDSCAPE DESIGN, BID, AND CONSTRUCTION PHASE SERVICES															
1	Landscape Design							0	\$0.00				\$46,740		\$46,740.00
2	Structural Design							0	\$0.00				\$5,225		\$5,225.00
	Task E Subtotal	0	0	0	0	0	0	0	\$0.00	\$0	\$0	\$0	\$51,965	\$0	\$51,965.00
D PROJECT MANAGEMENT AND COORDINATION															
1	Project Management/Administration (6 months duration)		12	4			12	28	\$4,192.00						\$4,192.00
2	Project Meetings (1 kickoff meeting, 2 progress meetings)		8	8				16	\$3,064.00					\$300	\$3,364.00
	Task E Subtotal	0	20	12	0	0	12	44	\$7,256.00	\$0	\$0	\$0	\$0	\$300	\$7,556.00
E DESIGN PHASE SERVICES															
1	60% Design (15 sheets)		24	40	120		60	244	\$31,600.00						\$31,600.00
2	99%, 100% Design (26 sheets)		16	40	100		60	216	\$27,840.00						\$27,840.00
3	Contract Documents, Project Specifications		4	16	16			40	\$5,704.00						\$5,704.00
4	Opinion of Probable Construction Cost		4	8	20			32	\$4,364.00						\$4,364.00
5	Update Hydraulic Analysis		2	16	24			42	\$5,802.00						\$5,802.00
	Task F Subtotal	0	50	120	280	0	120	574	\$75,310.00	\$0	\$0	\$0	\$0	\$0	\$75,310.00
H LAND ACQUISITION SERVICES															
1	Project Management, File Management, Title Services/Closings, Appraisal, Negotiations (3 parcels estimated)		4	8				12	\$2,244.00		\$24,750				\$26,994.00
	Task E Subtotal	0	4	8	0	0	0	12	\$2,244.00	\$0	\$24,750	\$0	\$0	\$0	\$26,994.00
F BID PHASE SERVICES															
1	Pre-Bid Meeting							0	\$0.00						\$0.00
2	Bid Responses / Answer Questions		2	8	4			14	\$2,258.00						\$2,258.00
3	Bid Tabulation and Recommendation of Award							0	\$0.00						\$0.00
4	Deliverables (Bid Form, Technical Specifications, Conformed Plans)						8	8	\$680.00						\$680.00
	Task F Subtotal	0	2	8	4	0	0	8	\$2,938.00	\$0	\$0	\$0	\$0	\$0	\$2,938.00
G CONSTRUCTION PHASE SERVICES															
1	Project Management		4	6			8	18	\$2,568.00						\$2,568.00
2	Construction Meetings and Site Visits (6)							0	\$0.00					\$500	\$500.00
3	Pre-Construction Conference							0	\$0.00						\$0.00
4	Submittal Reviews		2	8	8			18	\$2,682.00						\$2,682.00
5	RFI's			4	4			8	\$1,136.00						\$1,136.00
6	Pay Application Review							0	\$0.00						\$0.00
7	Change Orders							0	\$0.00						\$0.00
8	Substantial and Final Completion							0	\$0.00						\$0.00
	Task G Subtotal	0	6	18	12	0	0	8	\$6,386.00	\$0	\$0	\$0	\$0	\$500	\$6,886.00
	Project Totals	0	82	166	296	0	120	32	\$94,134.00	\$13,912.10	\$24,750.00	\$11,100.00	\$0.00	\$800.00	\$196,661.10

[Delivery by Email: lwinek-morin@kfriese.com]

Proposal No. PAA20-144-00
October 29, 2020

Ms. Lauren Winek-Morin, P.E.
Project Engineer
K Friese & Associates
1120 S. Capital of Texas Highway, CityView 2, Suite 100
Austin, Texas 78746

8100 Cameron Road, Suite B-150
Austin, TX 78754

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Geotechnical Engineering Study
Nixon Drive and Pleasant Drive Storm Improvements
Rollingwood, Texas**

Dear Ms. Winek-Morin:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop design recommendations and construction guidelines for storm sewer improvements in the vicinity of Nixon Drive and Pleasant Drive in Rollingwood, Texas. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

Under consideration in this study are storm sewer improvements along Nixon and Pleasant Drive in Rollingwood, Texas. Additionally, under consideration are improvements to an existing drainage channel located south Nixon Drive between Pleasant Cove and Hatley Drive.

Field Study

Based on our review of the Geologic Atlas of Texas, the project site is located in an area underlain by Edwards Limestone. Based on our knowledge and experience, we anticipate hard excavation conditions.

To explore subsurface soil conditions at this site, RKCI will drill three borings to 15 ft below existing ground surface along Nixon Drive and Pleasant Drive and two borings to 25 ft below existing ground surface at drainage channel's intersection with Pleasant Cove and Hatley Drive. The borings will be completed in the roadways utilizing a truck mounted drilling rig. Traffic control measures will be utilized to manage traffic during drilling operations.

Samples will be taken using conventional split-spoon, and NX rock core sampling techniques. The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of service does not include surveying in the boring location. The surfaces will be patched with cold patch asphalt.

Proposal No. PAA20-144-00

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Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, and unconfined compression tests. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Pipeline installation and construction considerations in accordance with the City of Austin guidelines.
- Residential pavement recommendations and construction guidelines.

The final report will be produced in a digital PDF and delivered via email.

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 3 to 5 working days of receiving your written authorization. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 7 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional two to three weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available, once drilling has been completed.

Project Cost

The total lump sum cost for the study scope outlined herein is **\$11,100**.

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

Proposal No. PAA20-144-00

October 29, 2020

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.



Reed Kistler, P.E.
Project Manager

Accepted

By:

Signature

Typed or Printed Name



Yvonne Garcia Thomas, P.E.
Vice President

Title

RSK/YGT: JG
Attachments I & II
Copies Submitted: Above (1)

Date



STANDARD TERMS AND CONDITIONS

1. Definitions.

1.1 RK. Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 CLIENT. Person, entity or organization for which RK is rendering services regarding the Project.

1.3 PROJECT. The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 CONTRACTOR. Person, entity or organization providing construction services, including labor and material for the Project.

1.5 SERVICES. The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 AGREEMENT. RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the

size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans,

specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and

expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF**

SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of

the project.

23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



July 19, 2021

Abe Salinas, PE, CFM
K Friese and Associates
10001 Reunion Place, Suite 404
San Antonio, TX 78216

Dear Mr. Salinas:

We appreciate the opportunity to provide you with this proposal for design services of the Nixon Drive and Pleasant Drive Drainage Improvements in Rollingwood, Texas.

SCOPE OF SERVICES

A scope of services, to include design and special services, are itemized below. The scope of design services is to include Schematic Design, Design Development, Construction Documents and Construction Administration Phases. Cost estimates will be included for each design submittal. Specifications will be provided for the Construction Documents. The scope of special services is to include Subsurface Exploration and Foundation Analysis.

DESIGN SERVICES

Design improvements include the following:

1. Layout design of walls, fences and terraces,
2. Grading design of walls, fences and terraces,
3. Landscape design of vegetation restoration and shrub and tree layout design, and
4. Irrigation design for landscape improvements.

Schematic Design Phase (40% Design)

- Meet with Staff, review project and prepare initial scoping.
- Prepare plans and documents indicating design concept with enough detail to clarify design.
- Prepare and submit preliminary Schematic Design documents for review and comment to Owner.
- Develop and provide Cost Estimate.
- Attend Owner's design review.
- Respond to Owner's design review comments.

Schematic Design Phase Fee

\$10,490.00

Design Development Phase (70% Design)

- Refine design scope and proceed with design development for improvements within construction budget.
- Prepare plans and documents indicating design concept with enough detail to clarify design concept and identify materials, products and finishes.
- Prepare and submit Design Development documents for review and comment to Owner.
- Update Cost Estimate.

- Attend Owner's design review.
- Revise plans as per comments provided during the design review.

Design Development Phase Fee

\$12,900.00

Construction Document Phase (95% Design and Bid Phase)

- Prepare and submit to Park's Staff 95% Construction Documents and update Cost Estimate for review and comment.
- Attend Owner's design review.
- Revise plans as per comments provided during the design review.
- Prepare and submit to Park's Staff 100% Construction Documents and update Cost Estimate for final review and comment.
- Attend Owner's design review.
- Address 100% Construction Document review comments.
- Provide responses and revisions as necessary for permit reviews.
- Provide responses to questions during formal bid.

Construction Document and Bid Phase Fee

\$18,700.00

Construction Administration Phase (Construction and Project Close-Out)

- Attend the Pre-Construction Meeting.
- Review and provide responses to construction submittals.
- 1. Attend monthly construction meetings (6 meetings included in this proposal). Provide notes and photos to Owner. Additional meetings, other than those described above, will be billed at the attached hourly rates per discipline and include travel time, meeting & inspection time, and meeting preparation time. Travel mileage will be billed at the IRS per mile rate at the time of travel.
- Respond to RFI's, ASI's and/or Proposal Request as needed.
- Attend Substantial Completion inspection review.
- Assist with the development of the Punch List.
- Review site for completion of Punch List by the Contractor.

Construction Administration Phase Fee

\$9,875.00

TOTAL PROPOSED DESIGN SERVICES FEE

\$51,965.00

~~SPECIAL SERVICES~~

~~*Subsurface Exploration and Foundation Analysis (SEFA)*~~

~~The exploration of the subsurface materials and ground water conditions at the site by drilling three borings to maximum depths of 15 feet. The Subsurface Exploration and Foundation Analysis will include the following services:~~

- ~~• Evaluation of the in-place conditions of the subsurface soils through field penetration test.~~
- ~~• Observe the groundwater conditions at the time of drilling.~~
- ~~• Perform laboratory tests such as Atterberg limits and moisture content test.~~
- ~~• Estimation of potential vertical movements.~~
- ~~• Development of recommendations for the design, construction and earthwork phases of the project.~~

- Preparation of Global Stability Analyses for retaining wall design.
- Preparations of a written geotechnical engineering report for use by the design team in preparation of design, contract documents and specifications.

SEFA Fee	\$2,935.00
TOTAL PROPOSED SPECIAL SERVICES FEE	\$2,935.00
GRAND TOTAL DESIGN AND SPECIAL SERVICES FEE	\$54,900.00

ADDITIONAL DESIGN SERVICES

The Scope of Services does not include Additional Services as defined, but not limited, to those listed below:

1. Fees for required permits.
2. Assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of this project.
3. Additional copies of reports, plans, and specifications over the agreed number.
4. Design for improvements that exceed the construction budget specifically identified in the Scope of Services.
5. Public meetings and preparation of documents for public meetings beyond those specifically identified in the Scope of Services.
6. Soil Sampling, testing or analysis of the surface or subsurface.
7. Identification of hidden subsurface conditions, such as contamination or hidden features.
8. Assessment of down-gradient or off-site drainage pathways.
9. U.S. Army Corps of Engineers (USACE) Jurisdictional Waters report due to the presence of jurisdictional waters of the US.
10. Pre-Construction Notification (PCN) or Nation-Wide Permit (NWP) application to the USACE due to project impacts exceeding impact thresholds, proximity of cultural resources or endangered species habitat (or any USACE General Condition) to the jurisdiction waters.
11. U.S. Fish and Wildlife Services (USFWS) coordination or Section 10(a) permitted surveys.
12. Cultural Resources Services
13. Environmental Site Assessment (ESA) Phase 1.
14. Additional municipal, county, or regional authority code compliance beyond those specifically identified in the Scope of Services.

Additional Services are to be negotiated with the Client using the following hourly rates:

Principal	\$185.00
Project Manager	\$145.00
Landscape Architect	\$145.00
CADD Operator	\$65.00

COMPENSATION AND PAYMENT SCHEDULE

Compensation for the above Scope of Services is to be on a lump sum basis per task not to exceed the total amounts shown above. Expansion of the scope of work resulting from direction by the Client will require additional compensation to Terra Design Group, Inc. The design fee for Client directed expansion of the scope of work and/or construction budget will be 12% of the additional construction budget.

Please contact me should you have any questions or need additional information. I look forward to hearing from you on this project.

Respectively,
TERRA DESIGN GROUP, INC.

A handwritten signature in blue ink, appearing to read "Marc Zak". The signature is fluid and cursive, with a prominent initial "M" and a stylized "Z".

Marc Zak, RLA

K FRIESE

Design Guidance Manual

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: **Nixon Drive and Pleasant Drive Drainage Improvements**
 Prime Consultant: **K Friese**
 Subconsultant: **Terra Design Group**
 Proposal Date: **7/19/2021**
 Prepared By: **Marc Zak**

TDG Scope Items: Construction Documents

TASK CODE AND DESCRIPTION	Principal	Project	Landscape	Design	CAD/Tech	Structural	Geotech Fee	TASK	TASK / PHASE
	\$185.00	Manager	Architect/Graphi	Landscape					
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
CONSTRUCTION DOCUMENTS	24	65	160	0	160	1	0	410	\$51,965.00
1. Landscape Design	24	60	160		160			404	\$46,740.00
2. Structural Design		5				1		6	\$5,225.00
TOTAL BASE FEE WITH HOUR BREAKDOWN	24	65	160	0	160	1	0	410	\$51,965.00
Special Services									
Subsurface Exploration and Foundation Analysis (SEFA)	0	3	0	0	0	0	1	4	\$2,935.00
03. Subsurface Exploration and Foundation Analysis									
03.040. Subsurface Exploration and Foundation Analysis		3					1	4	\$2,935.00