

MEMORANDUM

TO: Rollingwood City Council

FROM: Greg Blackburn, PE

DATE: 11/08/2023

SUBJECT: Water CIP Bond Program – Packages 1-4: Electronic File Sharing

Dear Council Members,

At the City Council Meeting held on October 18, 2023, there was a discussion regarding the electronic file sharing for the City's upcoming Water CIP Bond Program – Packages 1-4 project. This memo is intended to explain the process in which K Friese & Associates, LLC (KFA) will provide the design files to the City.

The approved attached Scope of Services states that KFA will provide the City an electronic copy of the plan and project manual, as well as the electronic design files (AutoCAD). The initial submittal to the City was provided on September 8, 2023 and included the PDF versions of the sealed plan set and project manual. KFA is in the process of compiling the Conformed Documents, including the conformed AutoCAD files, and will submit all Conformed Documents to the City prior to issuing Notice to Proceed for construction. These documents are the final versions after the bidding phase is complete. These are the final documents that were used to bid the project.

During construction KFA will coordinate with the City, the City's 3rd party construction inspector, and the contractor to obtain updated changes to the design each month during the review of the pay applications. These changes ("redlines") are tracked by the Contractor and are required to be submitted to KFA prior to release of payment. KFA and the City's 3rd party inspector will review the redlines to confirm that all parties are in agreement with the changes shown.

The Scope of Services also states that KFA will prepare and provide the City with the final record drawings. This record drawing submittal will include a PDF version of the plan set, as well as the final AutoCAD files. These AutoCAD files can be converted such that they can be uploaded into the City's GIS system to accurately reflect the new alignments of pipelines and locations of valves and fire hydrants.

The attached executed Standard Professional Services Agreement (PSA) is the Master Contract for this project. Section 7 (B) of the PSA states that the documents completed under the PSA become the property of the City once completed. KFA has and will continue to provide the City with all documents prepared under the PSA. KFA will ensure that all field changes during the construction of the project will be accurately documented and tracked throughout the duration of the project, and so the City's GIS system can be updated accurately. Please do not hesitate to reach out to KFA with any questions or concerns.

CITY OF ROLLINGWOOD
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
TRAVIS COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Rollingwood, Texas, (the “City”) a general law municipality organized and existing under the laws of the State of Texas, 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.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain

the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, 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 employer’s 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 \$1,000,000. 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 \$1,000,000.

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.

Cyber Security Liability Insurance: Professional shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than \$1,000,000 for each occurrence, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Professional.

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. The City shall be named as an "additional insured" except for the Professional Liability policy. Evidence of such insurance shall be attached as Exhibit "C".

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. The Professional may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City and shall remain as placed in all iterations and uses of the documents and data. 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 Rollingwood, 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 Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis 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 upon reasonable notice. 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 and Chapter 2252 of the Texas Government Code.

25. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

EXECUTED, by the City on this the 22nd day of March, 2023.

CITY:

DocuSigned by:
By: Garvin Massingill
Name: Garvin Massingill
Title: Mayor

PROFESSIONAL:

DocuSigned by:
By: Thomas M. Owens
Name: Thomas M. Owens, P.E.
Title: Executive Vice President

ADDRESS FOR NOTICE:

CITY

City of Rollingwood
Attn: City Administrator
403 Nixon Drive
Rollingwood, TX 78746

PROFESSIONAL

K. Friese & Associates, Inc.
Attn: Thomas M. Owens
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, TX 78746

With a copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
Attn: Rollingwood City Attorney
2500 W. William Cannon Dr., Suite 609
Austin, Texas 78745-5320

Exhibit "A"

Scope of Services

Work Authorization # 07
Water CIP Bond Program – Packages 1 - 4
KFA PROJECT # 0764
City of Rollingwood General Engineering Services

This work authorization is made pursuant to the terms and conditions of the original Professional Service Agreement dated **November 16, 2020**, 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 **November 30, 2024**, 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 amount totaling **\$384,178.67**, and Not to Exceed amount totaling **\$39,600.00**.
Total budget = \$423,778.67: Refer to Attachment B for details.

CLIENT:

CITY OF ROLLINGWOOD

K FRIESE & ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

TYPED NAME: Ashley Wayman

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

TITLE: City Administrator

TITLE: Executive Vice President

DATE: _____

DATE: _____

Attachments:

Attachment A – Scope

Attachment B – Fees

Attachment C - Schedule

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD WATER CIP BOND PROGRAM
DESIGN, BID, AND CONSTRUCTION PHASE SERVICES – PACKAGES 1-4

PROJECT DESCRIPTION

The City of Rollingwood (City) approved a Water Capital Improvements Plan (CIP) in 2022 that was prepared by K Friese + Associates (KFA). This CIP identified a total of 20 water system improvements projects needed to remedy system deficiencies. These 20 projects were the basis for a \$5.3 million bond program that was approved by voters in November 2022. KFA developed a total of five bond packages for these 20 projects, and these packages were approved by the City in January 2023. The City has requested a proposal from KFA for the design, bid, and construction phase services of Packages 1-4, and it is assumed that these four packages will be bid and constructed as a single construction package. These packages are described below:

- Package 1:
 - Approximately 1,350 LF of 8-inch PVC waterlines to increase fire flow availability within Jeffrey Cove, Southcrest Drive, Westgate Circle, Ewing Circle, and Michele Circle.
 - The survey and design of this package was previously completed in 2016. No additional survey is included in this scope; however, design effort is included for KFA to update the design and develop construction documents.
- Package 2:
 - Approximately 5,050 LF of 8-inch PVC waterlines to replace waterlines with repeated main break, increase low pressures, and increase fire flow availability. These waterlines are along Vale Street, Vance Lane, Bettis Boulevard, Pickwick Lane, and Inwood Road.
 - This package also includes the replacement of a pressure reducing valve (PRV) at the intersection of Hatley Drive and Almarion Drive
 - This package requires field survey and three geotechnical borings.
- Package 3:
 - Approximately 1,900 LF of 8-inch PVC waterlines to increase fire flow availability within Gentry Drive, Inwood Cove, Pleasant Cove, Timberline Ridge, and within an easement off of Timberline Drive.
 - This package also includes the installation of a new PRV along Bee Caves Road to serve the southeast portion of the City that is shown to have high pressures.
 - This package requires field survey.
- Package 4:
 - Approximately 2,550 LF of 8-inch PVC waterlines to increase fire flow availability within Park Hills Drive, Laura Lane, and Brett Cove.
 - This package requires field survey and one geotechnical boring.

This proposal also includes necessary environmental & cultural resources reviews covering all four (4) packages.

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD WATER CIP BOND PROGRAM
DESIGN, BID, AND CONSTRUCTION PHASE SERVICES – PACKAGES 1-4

SCOPE OF SERVICES

KFA will provide engineering services in accordance with the terms and conditions of the Contract, including:

- Preliminary Engineering Services, including:
 - Field Surveying
 - Geotechnical Investigation
 - Environmental & Archaeological Investigation
- Design Phase Services
- Bid Phase Services
- Construction Phase Services

The scope of services to be provided is detailed in the following task descriptions. An additional contract will be required for the design, bid, and construction of Bond Package 5.

1. Preliminary Engineering Services (Lump Sum)

- 1.1. Project Management - This task includes routine communication with the City, preparation of monthly project status reports; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring QA/QC efforts; and other activities associated with managing the project. A Project Kickoff Meeting with key subconsultants is included to review the scope, schedule, and requirements of the project.
- 1.2. Data Collection and Field Visits - KFA will collect available data from various sources including: existing utilities, GIS data, and as-built drawings of roadway/utility improvements. KFA will also perform site visits to identify and locate utility surface features and other potential conflicts to aid in setting the final pipeline alignments.
- 1.3. Environmental and Cultural Resources – Blanton & Associates will provide environmental support for the project as described in their attached Scope of Services. These services include desktop reviews for federally listed species, wetlands and waters of the U.S., hazardous materials, and historical and cultural resources. Blanton will prepare a report detailing the findings of the desktop reviews and recommendations.
- 1.4. Design Survey- McGray & McGray will perform a design survey consisting of trees, surface features, property lines and 1-foot topographic lines. See attached Scope from McGray & McGray for additional information.
- 1.5. Geotechnical Investigation - Raba Kistner Consultants, Inc. will perform 4 geotechnical borings, each 15-feet deep, along the project route; conduct

ATTACHMENT A – SCOPE OF SERVICES
CITY OF ROLLINGWOOD WATER CIP BOND PROGRAM
DESIGN, BID, AND CONSTRUCTION PHASE SERVICES – PACKAGES 1-4

appropriate laboratory testing; and summarize the field investigation results and bedding, earthwork, and pipe design recommendations in a Geotechnical Report.

2. Design Phase Services (Lump Sum)

- 2.1. Project Management - This task includes routine communication with the City, including attendance at four (4) Progress Meetings with City Staff, and preparation of monthly project status reports; managing manpower, budgets, and schedules; invoicing; implementing and monitoring QA/QC efforts; and other activities associated with managing the project.
- 2.2. QA/QC and Constructability Reviews - KFA will conduct both Project Design Team (PDT) and Independent Technical Review Team (ITRT) QA/QC reviews.
- 2.3. Plan Preparation - KFA will prepare construction plans (11"x17" sheets) suitable for public bidding to include cover, notes, quantities, project layout, plan sheets, traffic control plans, and details. Plan sheets for pipelines shall be at 1"=40' horizontal scale. For budgeting purposes, it is estimated that the plans will consist of 50 total sheets.
- 2.4. Contract Documents & Technical Specifications - KFA will develop a Project Manual consisting of Standard Construction Contract Bid Documents and Technical Specifications. Special Provisions to the Standard Technical Specifications and Special Specifications will be developed, if required for the project.
- 2.5. Engineer's Opinion of Probable Construction Cost - Cost estimates will be prepared/updated and will include a tabulated summary of quantities broken down by plan sheets.
- 2.6. Permitting – KFA will prepare the necessary documents for permitting the projects, including:
 - 2.6.1. TCEQ Chapter 290 – KFA will prepare and submit the projects for TCEQ Chapter 290 review. If TCEQ comments are received, KFA will address the comments for a resubmittal, as needed.
 - 2.6.2. TCEQ SWPPP – KFA will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the projects, as the expected disturbance is expected to be greater than one acre.
 - 2.6.3. TxDOT – KFA will prepare information and exhibits/plans for obtaining a TxDOT permit for the installation of the pressure reducing valve along Bee Caves Road. If TxDOT comments are received, KFA will address the comments for a resubmittal, as needed.
- 2.7. Design Submittal – It is assumed that a single 100% submittal will be included for this project, and will consist of the following:

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- One original set of plans
- One original Project Manual
- Electronic copy of plans and Project Manual
- Engineer's Opinion of Probable Construction Cost
- Updated project schedule
- Electronic files (AutoCAD) of the survey, basemap, and proposed pipeline alignments, including geotechnical bore hole locations.

3. Bid Phase Services (Lump Sum)

- 3.1. Project Management - This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
- 3.2. Pre-Bid Conference - KFA will assist the City in conducting one (1) pre-bid conference. KFA will attend the pre-bid and present the project and assist in answering questions.
- 3.3. Bidder Questions - KFA will assist the City in responding to technical questions received from bidders during the bid phase of the project.
- 3.4. Addenda - KFA will assist the City in preparing and issuing required Addenda to the bidders. Preparation and issuance of two (2) Addenda has been assumed for budgeting purposes.
- 3.5. Bid Opening and Award Recommendation - KFA will attend the bid opening, perform all bid tabulation, review bids, perform reference checks, and make an award recommendation to the City. This includes attendance at one (1) City Council meeting.

4. Construction Phase Services (Not to Exceed)

- 4.1. Construction Oversight – This task includes project management; routine communication with the City; creating conformed documents; holding a pre-construction meeting; attending a total of 12 construction meetings (to be scheduled as deemed necessary); reviewing material submittals; responding to contractor Requests for Information (2 assumed for budgeting); reviewing monthly pay applications (12 assumed for budgeting); reviewing and preparing Change Orders (1 assumed for budgeting); performing final walk-through and issuing Concurrence for Project Acceptance; and preparing record drawings. It is assumed that the construction phase will have a 52-week duration for budgeting purposes.
- 4.2. Construction Inspection – KFA will perform weekly construction inspection during construction to review progress and confirm conformance with the plans and specifications. For budgeting purposes, 9 months of inspection has been assumed.

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GENERAL ASSUMPTIONS

1. It is assumed that Bond Packages 1-4 will be bid as a single construction package. If the packages are split up, a contract amendment will be required.
2. The construction phase scope of services has been developed using the assumptions provided. If additional effort is required outside of the assumed effort, additional services will be needed.
3. The repaving for the projects will be limited to the pipeline trench width.
4. The Environmental and Cultural Resources scope of work is limited to desktop reviews only, except for the project location along Bee Caves Road that requires a field Karst survey. If it is determined that additional field inspections, Geological Assessments, additional Karst surveys, or other efforts not included in Blanton's scope of work are required, additional services will be needed.
5. Traffic control will largely be limited to single lane closures and the use of City of Austin details. Traffic control plans will only be developed for road closures and detours, and construction within TxDOT right-of-way.
6. No proposed easements or work on private property outside of existing easements are expected for the project.
7. Utility relocations for water and wastewater utilities will be limited or not required. No relocations of dry utilities are included.
8. Subsurface utility engineering (SUE) is not included in this scope.
9. Impacts to regulated floodplains are not anticipated.
10. All review, inspection, and permit fees will be paid for directly by the Owner.
11. Owner will provide to KFA all data in Owner's possession relating to KFA's services on the Project. KFA will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Owner.
12. Owner will give prompt notice to KFA whenever Owner observes or becomes aware of any development that affects the scope or timing of KFA's services.
13. The Owner shall examine information submitted by KFA and render in writing or otherwise provide comments and decisions in a timely manner.
14. The Project will proceed in a continuous manner with no significant delays.