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Rainwater Harvesting • Graywater Recovery • Drainage Improvements • Water Conservation • Design/Build Services

July 5, 2024

Rollingwood Parks Commission
403 Nixon Drive
Rollingwood, TX 78746

Project: Rollingwood Park Drainage Upgrades
Rollingwood Park

To whom it may concern;

Innovative Water Solutions LLC (IWS) would like to submit the following bid proposal for the installation of the drainage upgrades and improvements at the abovementioned project. We specialize in the engineering design and installation of stormwater management systems for commercial and residential projects. We truly appreciate the opportunity to provide you with this bid proposal.

Bid: **\$ 52,650.00**

Scope of work includes:

- Install ~70 LF of Retaining Wall extension (to match the existing wall onsite)
- Install ~20 CY of soil backfill behind new wall and grade to drain towards drainage inlet basin
- Install one (1) 18"x18"x18" concrete drainage inlet basin with iron grate
- Install ~45 LF of 8" SCH40 PVC drainage pipe
- Install concrete headwall on end of drainage pipe
- Install ~2 CY of 12" limestone riprap at end of drainage pipe

Scope of work excludes:

- Cover material over the installed soil backfill

If you should have any questions about this proposal, please contact me at 512-490-0932.

Yours truly,

A handwritten signature in black ink that reads "Chris Maxwell-Gaines".

Chris Maxwell-Gaines, P.E.

This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry Fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation.

This proposal is provided for informational purposes and no reliance should be placed thereon. Innovative Water Solutions LLC will not be responsible or liable in any manner pending execution of a written agreement covering the work in question. The submission of this information should not be regarded as a firm offer.



Drainage Improvements Standard Terms:

GENERAL LABOR INCLUDES

All necessary labor and all necessary components to create a functional drainage system.

PAYMENT TERMS

IWS will honor this proposal and its content for a period of 30 days, starting from the bid date shown on the front page of this proposal. We require a 50% down payment to schedule the project. For longer term projects, progress invoices may be submitted as work is completed. Final payment is due upon completion of the job which means the supply of all materials and labor for installation.

The Total quoted represents a cash (check) price. If you want to pay for our services by credit card, a 3% transaction fee will be assessed.

WARRANTY

IWS provides a one-year (1 year) workmanship warranty on all drainage improvement systems. The warranty commences on the day the work is complete. All warranties from the manufacturers of all equipment installed within the drainage system are conveyed on this date as well. IWS does not provide any additional equipment warranties other than those provided by the manufacturers.

All landscape materials and workmanship are guaranteed 12 months from installation, excluding sod, annuals and groundcovers. In all cases with living things, owner must notify contractor within twenty-four hours of noticing a problem. Allowing plants, lawns, etc. to die or reach an advanced state of decline before notifying contractor automatically and without recourse voids all warranty on that portion of the project. In no case shall contractor honor any warranty when evidence of abuse, negligence of others, animal, insect or other damage, misuse, improper care, extreme weather conditions or any other condition beyond the control of the contractor is found. Guarantees and warranty shall be effective only if the owner has complied with all the terms and conditions, payments, and other provisions of the contract.

GUTTER WARRANTY AS APPLICABLE

IWS provides a five-year (5 year) workmanship and material warranty on any metal gutter installation. Gutter warranties are non-transferrable. Please note this warranty does not cover acts of nature, including but not limited to hail, damaging winds and excessive rain fall, of which company has not control of. IWS does not warrant against negligence on purchaser's part whether it be accidental or not. IWS does not warrant against any leaks due to improper or lack of existing roof flashings.

EXISTING UTILITIES

- The CONTRACTOR shall be responsible for locating any existing utilities of record with Texas 811 that are present in the areas where underground infrastructure shall be installed. The CONTRACTOR shall be liable for any damage to existing utilities that were known before this contract commenced and it shall be the CONTRACTOR's responsibility to repair and/or replace any damaged utilities.
 - The CONTRACTOR shall not be responsible for any damages for any reason to any buried underground utilities where locations were not provided to CONTRACTOR by either Texas 811 or the OWNER or if the utilities were not installed in accordance with local building codes or common practices before this contract commenced.
 - If OWNER can't provide plans for existing utilities that can't be located by Texas 811 such as irrigation and landscape lighting systems, CONTRACTOR shall not be responsible for damages to these systems. While CONTRACTOR will do everything possible to prevent damage to these utilities, if one of these utilities are damaged, then CONTRACTOR will proceed in a procedure to minimize the required repair
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work. The CONTRACTOR has been employed to provide a solution and these existing utilities could pose a challenge in implementing the solution. The CONTRACTOR respects your property and existing utilities but, in some cases, these systems installed in a way which makes working amongst them very difficult.

- The OWNER shall provide CONTRACTOR an accurate location and depth of any OWNER installed utilities on OWNER's property not of record with Texas 811. OWNER's failure to inform CONTRACTOR about any known locations of these utilities will release CONTRACTOR from any responsibility in case of damage or needed repair. Any such damages, repairs, or relocations are not included in this contract.

STANDARD ASSUMPTIONS AS APPLICABLE

- Any alteration or deviation by the OWNER or RESIDENT of the property from the design intent and specifications defined in the proposal to which this document is attached, and involving extra cost of design time, material, labor will only be executed upon written change orders for same and will become an extra charge over the sum stated in this contract.
 - If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a furtherance to the CONTRACTOR in time or materials, the CONTRACTOR will be entitled to an equitable adjustment in the contract price, an extension of the completion date, or both, by change order.
 - If the construction schedule for the project extends beyond a reasonable time limit from the date of contract due to delays caused by the OWNER / RESIDENT / BUILDER, CONTRACTOR reserves the right to charge a change order for any system component cost increases that occur from date of contract to planned installation date.
 - On new construction projects, OWNER / BUILDER is responsible for sleeves for drainage, irrigation, and/or rainwater collection pipes if concrete structures must be installed prior to the start of work by CONTRACTOR.
 - OWNER is responsible for obtaining approvals from the neighbors, adjacent property owners, or HOA for any necessary access or use of non-client property to complete any contracted work by CONTRACTOR. OWNER will hold IWS harmless against any legal action from OWNER'S failure to obtain such approval.
 - Additional costs may be incurred if the system design, specifications, and details are changed by the OWNER during the completion of this system. These additional costs will be assessed and added as a change order to the contract.
 - The CONTRACTOR shall not be liable, as regards to the completion of the work, for any delay which may be caused by reason or on account of any strike of workmanship, any Act of God, or unavoidable accidents in the performance of the work by reason of laws or regulations of the United States of America or the State of Texas, or any other circumstance beyond their control, other than the want of funds. No such delay shall be deemed a default on the part of CONTRACTOR, and, in the event of any such delay, CONTRACTOR's time limit for performance of the work shall be correspondingly extended.
 - This contract provides permission by the OWNER for the CONTRACTOR to document the installation process and final product with photographs and/or videos. These photographs and videos may be used in CONTRACTOR's marketing material. Only the images of the actual work performed shall be used. Use of images of OWNER's other private property is not conveyed in this contract. The name and address of the installation will not be used with any images without the express authorization of the OWNER, for each use.
 - If other contractors work on the project site and cause damage to any system component installed by CONTRACTOR, the OWNER will be responsible for the cost to repair the damage to the components.
 - CONTRACTOR shall defend, indemnify, and hold harmless the OWNER, but not any engineering or design professional, consultant, or other agent of OWNER, from and against all liability to any third party
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for bodily injury, death, or tangible property damage caused by the negligent acts or omissions of the CONTRACTOR.

- The CONTRACTOR reserves the right to file material and labor liens on the property as a result of non-payment, including but not limited to attorney and recording fees.
- If this executed contract is cancelled by the OWNER prior to the commencement of work, a fee totaling 10% of the contract amount will be charged. This fee covers the time spent preparing for the project.