

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:

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

- 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.

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

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.

Attachment B - KFA MANPOWER/BUDGET ESTIMATE
CITY OF ROLLINGWOOD WATER CIP BOND PROGRAM
DESIGN, BID, AND CONSTRUCTION PHASE SERVICES – PACKAGES 1-4

3/13/2023

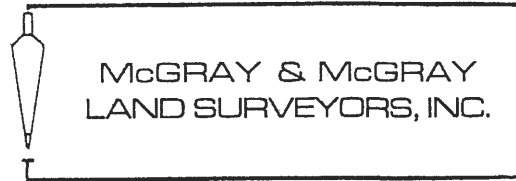
Hourly Bill Rate		\$ 275.00	\$ 185.00	\$ 180.00	\$ 110.00	\$ 120.00	\$ 90.00	Subconsultants					
Task	Quality Manager Hours	Project Manager Hours	Project Engineer Hours	EIT Hours	Senior CADD Operator Hours	Administration Hours	Total Labor Hours	Total Labor Cost	McGray & McGray Cost	Raba Kistner Cost	Blanton Cost	Total Cost	
A PRELIMINARY ENGINEERING SERVICES (LUMP SUM)													
1	Project Management		24	16	8		4	52	\$8,560.00			\$8,560.00	
2	Data Collection and Site Visits		8	16	16	8		48	\$7,080.00			\$7,080.00	
3	Environmental and Cultural Resources		2	2	2			6	\$950.00		\$18,695	\$19,645.00	
4	Design Survey		8	16	24	24		72	\$9,880.00	\$148,748.67		\$158,628.67	
5	Geotechnical Investigation		2	2	2	2		8	\$1,190.00		\$10,500	\$11,690.00	
	Task A Subtotal	0	44	52	52	34	4	186	\$27,660.00	\$148,748.67	\$10,500.00	\$18,695.00	\$205,603.67
B DESIGN PHASE SERVICES (LUMP SUM)													
1	Project Management		24	16	12		4	56	\$9,000.00			\$9,000.00	
2	QA/QC and Constructability Reviews	64						64	\$17,600.00			\$17,600.00	
3	Plan Preparation		96	172	260	260		788	\$108,520.00			\$108,520.00	
	Package 1		8	12	20	20		60	\$8,240.00			\$8,240.00	
	Package 2		40	80	120	120		360	\$49,400.00			\$49,400.00	
	Package 3		24	40	60	60		184	\$25,440.00			\$25,440.00	
	Package 4		24	40	60	60		184	\$25,440.00			\$25,440.00	
4	Contract Documents and Technical Specifications		24	32	40			96	\$14,600.00			\$14,600.00	
5	Engineer's Opinion of Probable Construction Cost		16	24	40			80	\$11,680.00			\$11,680.00	
6	Permitting		10	16	24			50	\$7,370.00			\$7,370.00	
	TCEQ Chapter 290		1	2	4			7	\$985.00			\$985.00	
	TCEQ SWPPP		1	2	4			7	\$985.00			\$985.00	
	TxDOT		8	12	16			36	\$5,400.00			\$5,400.00	
7	Design Submittals		2	4	8	4		18	\$2,450.00			\$2,450.00	
	Task B Subtotal	64	172	264	384	264	4	1152	\$171,220.00	\$0.00	\$0.00	\$0.00	\$171,220.00
C BID PHASE SERVICES (LUMP SUM)													
1	Project Management		4				4	8	\$1,100.00			\$1,100.00	
2	Pre-Bid Conference		2	2	4			8	\$1,170.00			\$1,170.00	
3	Bidder's Questions		2	4	8			14	\$1,970.00			\$1,970.00	
4	Addenda (2)		1	2	4	8		15	\$1,945.00			\$1,945.00	
5	Bid Opening and Award Recommendation		2	2	4			8	\$1,170.00			\$1,170.00	
	Task C Subtotal	0	11	10	20	8	4	53	\$7,355.00	\$0.00	\$0.00	\$0.00	\$7,355.00
D CONSTRUCTION PHASE SERVICES (NOT TO EXCEED)													
1	Construction Oversight		36	32	60	20	12	160	\$22,500.00			\$22,500.00	
2	Construction Inspection		36	36	36			108	\$17,100.00			\$17,100.00	
	Task D Subtotal	0	72	68	96	20	12	268	\$39,600.00	\$0.00	\$0.00	\$0.00	\$39,600.00
	Project Totals	64	299	394	552	326	24	1659	\$245,835.00	\$148,748.67	\$10,500.00	\$18,695.00	\$423,778.67

CITY OF ROLLINGWOOD
WATER CIP BOND PROGRAM SCHEDULE - PACKAGES 1-4

ID	Task Mode	Task Name	Duration	Start	Finish	2023												2024											
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1	➔	City of Rollingwood Water Bond Packages 1-4	455 days	Mon 3/27/23	Fri 12/20/24	[Summary Bar]																							
2	➔	Design	130 days	Mon 3/27/23	Fri 9/22/23	[Design Summary Bar]																							
3	➔	Contracting & NTP	4 wks	Mon 3/27/23	Fri 4/21/23	[Task Bar]																							
4	➔	Package 1 - Cul De Sac Projects I, K, L, R, & S	25 days	Mon 4/24/23	Fri 5/26/23	[Package 1 Summary Bar]																							
5	➔	100% Design	4 wks	Mon 4/24/23	Fri 5/19/23	[Task Bar]																							
6	➔	QA/QC & Reproduction	1 wk	Mon 5/22/23	Fri 5/26/23	[Task Bar]																							
7	➔	Packages 2-4: Design, Survey, Environmental, Geotech	110 days	Mon 4/24/23	Fri 9/22/23	[Packages 2-4 Summary Bar]																							
8	➔	Design Survey	100 days	Mon 4/24/23	Fri 9/8/23	[Design Survey Summary Bar]																							
9	➔	Draft Survey	12 wks	Mon 4/24/23	Fri 7/14/23	[Task Bar]																							
10	➔	Survey QA/QC and Final Survey Deliverable	8 wks	Mon 7/17/23	Fri 9/8/23	[Task Bar]																							
11	➔	Environmental & Cultural Resources Desktop Reviews	4 wks	Mon 4/24/23	Fri 5/19/23	[Task Bar]																							
12	➔	Geotechnical Borings and Reporting	6 wks	Mon 4/24/23	Fri 6/2/23	[Task Bar]																							
13	➔	Design	90 days	Mon 5/22/23	Fri 9/22/23	[Design Summary Bar]																							
14	➔	Package 2 - Projects A - E	70 days	Mon 5/22/23	Fri 8/25/23	[Package 2 Summary Bar]																							
15	➔	100% Design	12 wks	Mon 5/22/23	Fri 8/11/23	[Task Bar]																							
16	➔	QA/QC & Reproduction	2 wks	Mon 8/14/23	Fri 8/25/23	[Task Bar]																							
17	➔	Package 3 - Projects G, H, J, M, N, & P	50 days	Mon 6/19/23	Fri 8/25/23	[Package 3 Summary Bar]																							
18	➔	100% Design	8 wks	Mon 6/19/23	Fri 8/11/23	[Task Bar]																							
19	➔	QA/QC & Reproduction	2 wks	Mon 8/14/23	Fri 8/25/23	[Task Bar]																							
20	➔	Package 4 - Projects F, Q, & T	50 days	Mon 7/17/23	Fri 9/22/23	[Package 4 Summary Bar]																							
21	➔	100% Design	8 wks	Mon 7/17/23	Fri 9/8/23	[Task Bar]																							
22	➔	QA/QC & Reproduction	2 wks	Mon 9/11/23	Fri 9/22/23	[Task Bar]																							
23	➔	Bid/Construction	325 days	Mon 9/25/23	Fri 12/20/24	[Bid/Construction Summary Bar]																							
24	➔	Bid	45 days	Mon 9/25/23	Fri 11/24/23	[Bid Summary Bar]																							
25	➔	Advertise & bid	4 wks	Mon 9/25/23	Fri 10/20/23	[Task Bar]																							
26	➔	Review Bids / Recommendation	1 wk	Mon 10/23/23	Fri 10/27/23	[Task Bar]																							
27	➔	Contract Execution	4 wks	Mon 10/30/23	Fri 11/24/23	[Task Bar]																							
28	➔	Construction	280 days	Fri 11/24/23	Fri 12/20/24	[Construction Summary Bar]																							
29	➔	Notice to Proceed	0 wks	Fri 11/24/23	Fri 11/24/23	[Milestone]																							
30	➔	Construction	52 wks	Mon 11/27/23	Fri 11/22/24	[Task Bar]																							
31	➔	As-Builts	4 wks	Mon 11/25/24	Fri 12/20/24	[Task Bar]																							

Project: Project Schedules_Initial Date: Mon 3/13/23	Task		Project Summary		Manual Task		Start-only		External Tasks		Manual Progress		Deadline
	Split		Inactive Task		Duration-only		Finish-only		External Milestone		Manual Progress		Progress
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		External Milestone		Manual Progress		Progress
	Summary		Inactive Summary		Manual Summary		External Tasks		External Milestone		Manual Progress		Progress

February 28, 2023



Greg Blackburn, P.E.
K. Friese + Associates
1120 S. Capital of Texas Hwy.
CityView 2, Suite 100
Austin, TX 78746
(512) 338-1704

VIA EMAIL:
gblackburn@kfriese.com

RE: Revised Proposal for Topographic Surveying Services for the City of Rollingwood Water CIP Bond Program Project, Austin, Texas

Dear Mr. Blackburn:

We appreciate the opportunity to present you with this revised proposal for the above referenced project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

Areas to Survey:

Right-of-way areas, which include the streets, as highlighted in "YELLOW" on the following Exhibits:

- Exhibit "A" – Vance Ln./Vale St. (Approximately 3,200 L.F.)
- Exhibit "B" – Bettis Blvd/Pickwick Ln (Approximately 2,790 L.F.)
- Exhibit "C" – Park Hills Dr./Brett Cv. (Approximately 2,303 L.F.)
- Exhibit "D" – Gentry Dr. (Approximately 700 L.F.)
- Exhibit "E" – Pleasant Cv. (Approximately 781 L.F.)
- Exhibit "F" – Kristy Dr. (Approximately 426 L.F.)
- Exhibit "G" – Almarion Way/Hatley Dr. (Approximately 300 L.F.)
- Exhibit "H" – Inwood Rd./Rollingwood Rd. (Approximately 350 L.F.)
- Exhibit "I" – Inwood Cv. (Approximately 655 L.F.)
- Exhibit "J" – Timberline Dr. (Approximately 350 L.F.)
- Exhibit "K" – Chevron/Bee Caves Rd. (Approximately 175 L.F.)
- Exhibit "L" – Timberline Ridge (Approximately 500 L.F.)

Survey Control:

- All data will be provided using the Texas State Plane, Horizontal data being based on NAD83, and Vertical data based on NAVD88 coordinate system, South Central Zone, with all coordinates in Grid. A Grid to Surface Scale factor will be noted.

Scope of Services:

Design Survey:

- A. Elevations shall be obtained at of a maximum of 50-foot intervals, along with break lines as required, to provide a digital topographic design file at 1-foot contour intervals. The cross section will be between the apparent right-of-way lines.
- B. Locate and identify all above ground features within the survey limits including buildings, fences, mailboxes, sidewalks, driveways, guardrails, signs, telecom boxes, visible utilities, utility poles, manholes, water valves with top of nut elevations and water meters.
- C. Identify types of existing pavement surfaces for streets, sidewalks, driveways, existing traffic signals (including base), street signs and control boxes.
- D. Trees that are 8-inches, and larger, in diameter shall be measured, identified and tagged with a point number.

Deliverables:

- A. A MicroStation Version V8i (.dgn) drawing file
- B. The units of the drawing file shall be U.S. survey feet.

Fees:

Design Survey – Exhibit “A” (Non-taxable):

Two Person (2) Field Crew:	103 hrs @	\$173.25 /hr.=	\$	17,844.75
Surveyor Technician V:	10 hrs @	\$102.38 /hr.=	\$	1,023.80
Surveyor-In-Training IV:	50 hrs @	\$115.18 /hr.=	\$	5,759.00
Surveyor Associate VI:	103 hrs @	\$108.79 /hr.=	\$	11,205.37
Supervisory Land Surveyor IV:	8 hrs @	\$169.59 /hr.=	\$	1,356.72
Managing Land Surveyor VI:	2 hrs @	\$195.17 /hr.=	\$	390.34
		TOTAL =	\$	37,579.98

Design Survey – Exhibit “B” (Non-taxable):

Two Person (2) Field Crew:	90 hrs @	\$173.25 /hr.=	\$	15,592.50
Surveyor Technician V:	9 hrs @	\$102.38 /hr.=	\$	921.42
Surveyor-In-Training IV:	45 hrs @	\$115.18 /hr.=	\$	5,183.10
Surveyor Associate VI:	90 hrs @	\$108.79 /hr.=	\$	9,791.10
Supervisory Land Surveyor IV:	7 hrs @	\$169.59 /hr.=	\$	1,187.13
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
		TOTAL =	\$	32,870.42

Design Survey – Exhibit “C” (Non-taxable):

Two Person (2) Field Crew:	75 hrs @	\$173.25 /hr.=	\$	12,993.75
Surveyor Technician V:	7 hrs @	\$102.38 /hr.=	\$	716.66
Surveyor-In-Training IV:	37 hrs @	\$115.18 /hr.=	\$	4,261.66
Surveyor Associate VI:	75 hrs @	\$108.79 /hr.=	\$	8,159.25
Supervisory Land Surveyor IV:	6 hrs @	\$169.59 /hr.=	\$	1,017.54
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
TOTAL =				\$ 27,344.03

Design Survey – Exhibit “D” (Non-taxable):

Two Person (2) Field Crew:	18 hrs @	\$173.25 /hr.=	\$	3,118.50
Surveyor Technician V:	2 hrs @	\$102.38 /hr.=	\$	204.76
Surveyor-In-Training IV:	10 hrs @	\$115.18 /hr.=	\$	1,151.80
Surveyor Associate VI:	20 hrs @	\$108.79 /hr.=	\$	2,175.80
Supervisory Land Surveyor IV:	2 hrs @	\$169.59 /hr.=	\$	339.18
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
TOTAL =				\$ 7,185.21

Design Survey – Exhibit “E” (Non-taxable):

Two Person (2) Field Crew:	24 hrs @	\$173.25 /hr.=	\$	4,158.00
Surveyor Technician V:	3 hrs @	\$102.38 /hr.=	\$	307.14
Surveyor-In-Training IV:	12 hrs @	\$115.18 /hr.=	\$	1,382.16
Surveyor Associate VI:	24 hrs @	\$108.79 /hr.=	\$	2,610.96
Supervisory Land Surveyor IV:	2 hrs @	\$169.59 /hr.=	\$	339.18
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
TOTAL =				\$ 8,992.61

Design Survey – Exhibit “F” (Non-taxable):

Two Person (2) Field Crew:	9 hrs @	\$173.25 /hr.=	\$	1,559.25
Surveyor Technician V:	1 hrs @	\$102.38 /hr.=	\$	102.38
Surveyor-In-Training IV:	5 hrs @	\$115.18 /hr.=	\$	575.90
Surveyor Associate VI:	12 hrs @	\$108.79 /hr.=	\$	1,305.48
Supervisory Land Surveyor IV:	1 hrs @	\$169.59 /hr.=	\$	169.59
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
TOTAL =				\$ 3,907.77

Design Survey – Exhibit “G” (Non-taxable):

Two Person (2) Field Crew:	9 hrs @	\$173.25 /hr.=	\$	1,559.25
Surveyor Technician V:	2 hrs @	\$102.38 /hr.=	\$	204.76
Surveyor-In-Training IV:	4 hrs @	\$115.18 /hr.=	\$	460.72
Surveyor Associate VI:	9 hrs @	\$108.79 /hr.=	\$	979.11
Supervisory Land Surveyor IV:	1 hrs @	\$169.59 /hr.=	\$	169.59
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
			TOTAL = \$	3,568.60

Design Survey – Exhibit “H” (Non-taxable):

Two Person (2) Field Crew:	9 hrs @	\$173.25 /hr.=	\$	1,559.25
Surveyor Technician V:	2 hrs @	\$102.38 /hr.=	\$	204.76
Surveyor-In-Training IV:	5 hrs @	\$115.18 /hr.=	\$	575.90
Surveyor Associate VI:	9 hrs @	\$108.79 /hr.=	\$	979.11
Supervisory Land Surveyor IV:	1 hrs @	\$169.59 /hr.=	\$	169.59
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
			TOTAL = \$	3,683.78

Design Survey – Exhibit “I” (Non-taxable):

Two Person (2) Field Crew:	20 hrs @	\$173.25 /hr.=	\$	3,465.00
Surveyor Technician V:	2 hrs @	\$102.38 /hr.=	\$	204.76
Surveyor-In-Training IV:	11 hrs @	\$115.18 /hr.=	\$	1,266.98
Surveyor Associate VI:	23 hrs @	\$108.79 /hr.=	\$	2,502.17
Supervisory Land Surveyor IV:	2 hrs @	\$169.59 /hr.=	\$	339.18
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
			TOTAL = \$	7,973.26

Design Survey – Exhibit “J” (Non-taxable):

Two Person (2) Field Crew:	11 hrs @	\$173.25 /hr.=	\$	1,905.75
Surveyor Technician V:	2 hrs @	\$102.38 /hr.=	\$	204.76
Surveyor-In-Training IV:	4 hrs @	\$115.18 /hr.=	\$	460.72
Surveyor Associate VI:	11 hrs @	\$108.79 /hr.=	\$	1,196.69
Supervisory Land Surveyor IV:	1 hrs @	\$169.59 /hr.=	\$	169.59
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
			TOTAL = \$	4,132.68

Design Survey – Exhibit “K” (Non-taxable):

Two Person (2) Field Crew:	12 hrs @	\$173.25 /hr.=	\$	2,079.00
Surveyor Technician V:	1 hrs @	\$102.38 /hr.=	\$	102.38
Surveyor-In-Training IV:	6 hrs @	\$115.18 /hr.=	\$	691.08
Surveyor Associate VI:	12 hrs @	\$108.79 /hr.=	\$	1,305.48
Supervisory Land Surveyor IV:	1 hrs @	\$169.59 /hr.=	\$	169.59
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
			TOTAL =	\$ 4,542.70

Design Survey – Exhibit “L” (Non-taxable):

Two Person (2) Field Crew:	18 hrs @	\$173.25 /hr.=	\$	3,118.50
Surveyor Technician V:	2 hrs @	\$102.38 /hr.=	\$	204.76
Surveyor-In-Training IV:	10 hrs @	\$115.18 /hr.=	\$	1,151.80
Surveyor Associate VI:	18 hrs @	\$108.79 /hr.=	\$	1,958.22
Supervisory Land Surveyor IV:	2 hrs @	\$169.59 /hr.=	\$	339.18
Managing Land Surveyor VI:	1 hrs @	\$195.17 /hr.=	\$	195.17
			TOTAL =	\$ 6,967.63

Summary:

Design Surveying - Exhibit "A" Total	\$	37,579.98
Design Surveying - Exhibit "B" Total	\$	32,870.42
Design Surveying - Exhibit "C" Total	\$	27,344.03
Design Surveying - Exhibit "D" Total	\$	7,185.21
Design Surveying - Exhibit "E" Total	\$	8,992.61
Design Surveying - Exhibit "F" Total	\$	3,907.77
Design Surveying - Exhibit "G" Total	\$	3,568.60
Design Surveying - Exhibit "H" Total	\$	3,683.78
Design Surveying - Exhibit "I" Total	\$	7,973.26
Design Surveying - Exhibit "J" Total	\$	4,132.68
Design Surveying - Exhibit "K" Total	\$	4,542.70
Design Surveying - Exhibit "L" Total	\$	6,967.63
TOTAL	\$	148,748.67

Once we receive notice to proceed, we will visit with you to establish a schedule for this project.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,



Chris I. Conrad, RPLS
Vice President
TBPELS Survey Firm #10095500

Authorized to Proceed by:

Signature

Date

Print Name

Title

CIC:JDW:pft
Encl.

Google Earth



EXHIBIT "A"

1000 ft





Google Earth

EXHIBIT "B"

700 ft



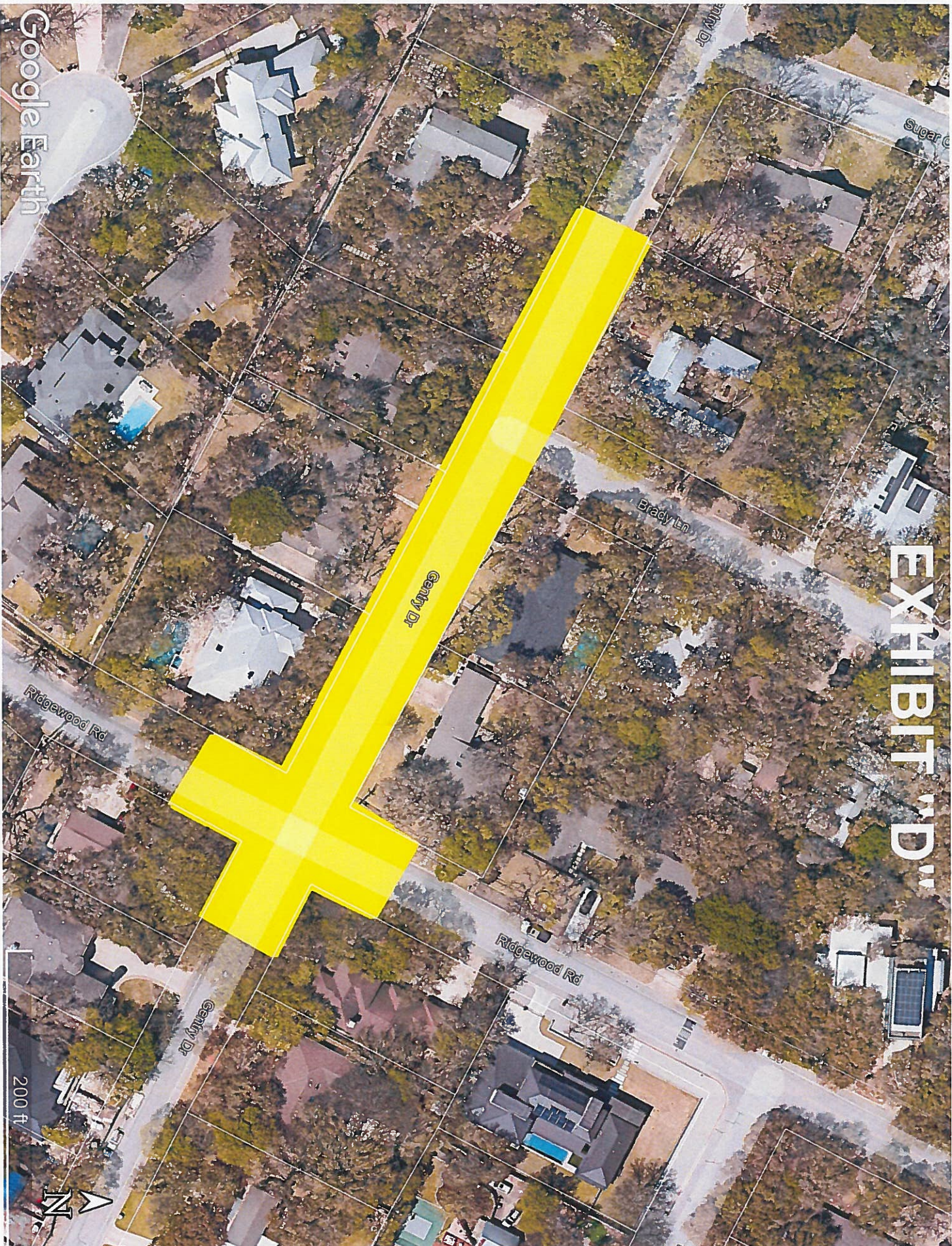


Google Earth

EXHIBIT "C"

600 ft





Google Earth

EXHIBIT "D"

200 ft



Gentry Dr

Brady Ln

Ridgewood Rd

Ridgewood Rd

Gentry Dr

Sugar C

EXHIBIT 'E'

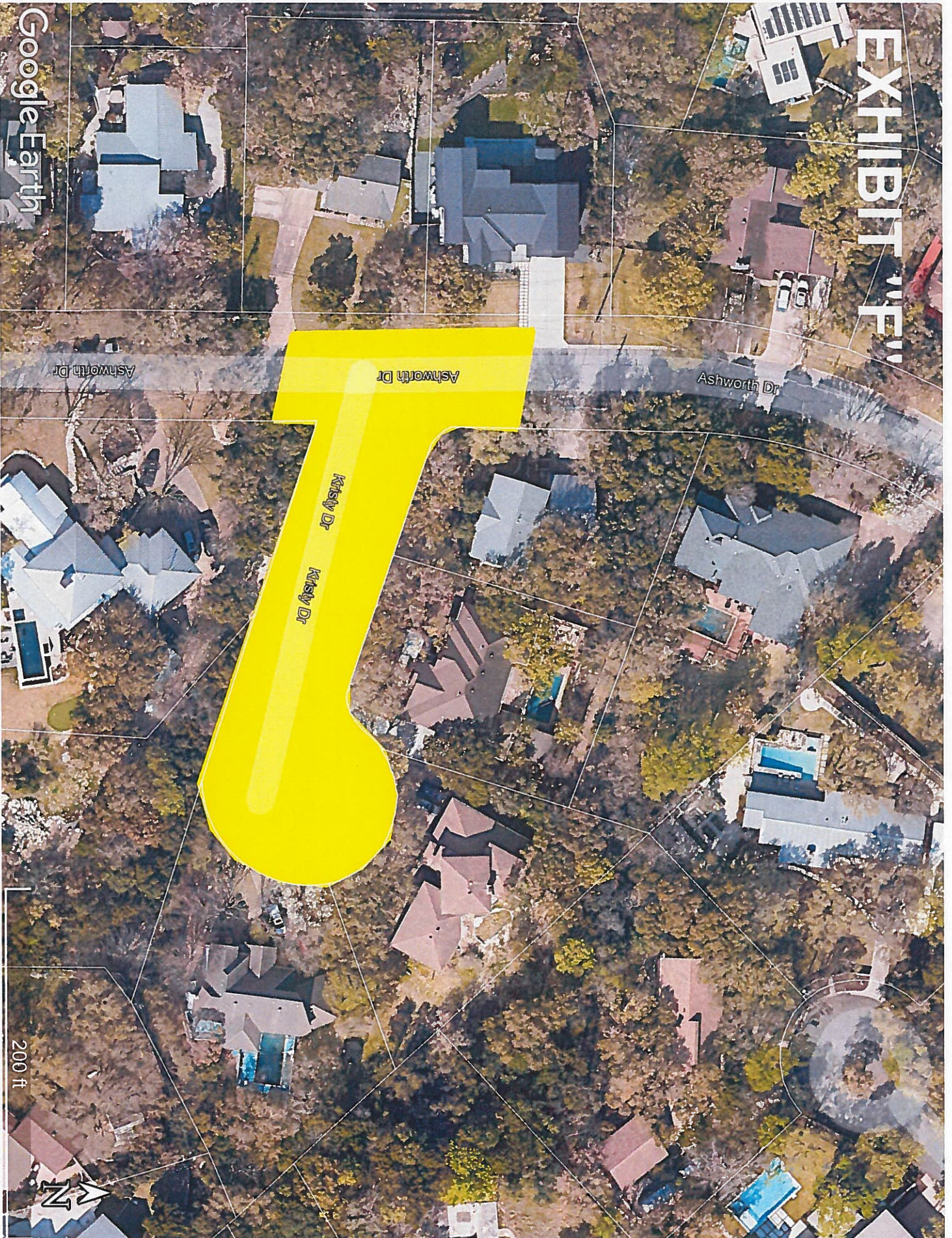


Google Earth

300 ft



EXHIBIT 'F'



Google Earth

Ashworth Dr

Ashworth Dr

Ashworth Dr

Kissy Dr

Kissy Dr

200 ft



EXHIBIT "G"



Google Earth

100 ft



EXHIBIT "H"

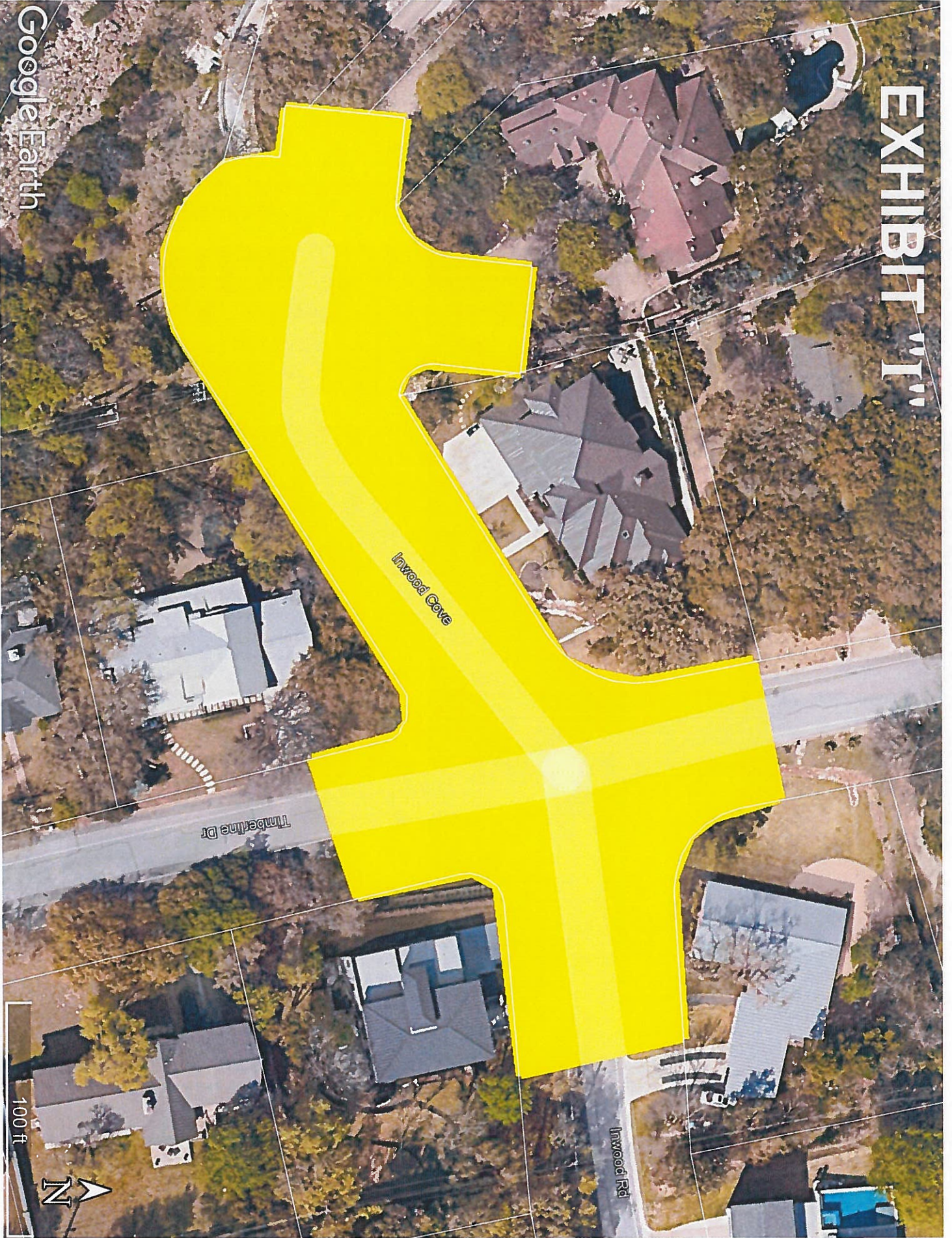


Google Earth

100 ft



EXHIBIT "I"



Google Earth

100 ft



EXHIBIT "J"



Google Earth

Ewing Cir

Timberline Dr

Timberline Dr

Timberline Dr

Timberline Dr

100 ft



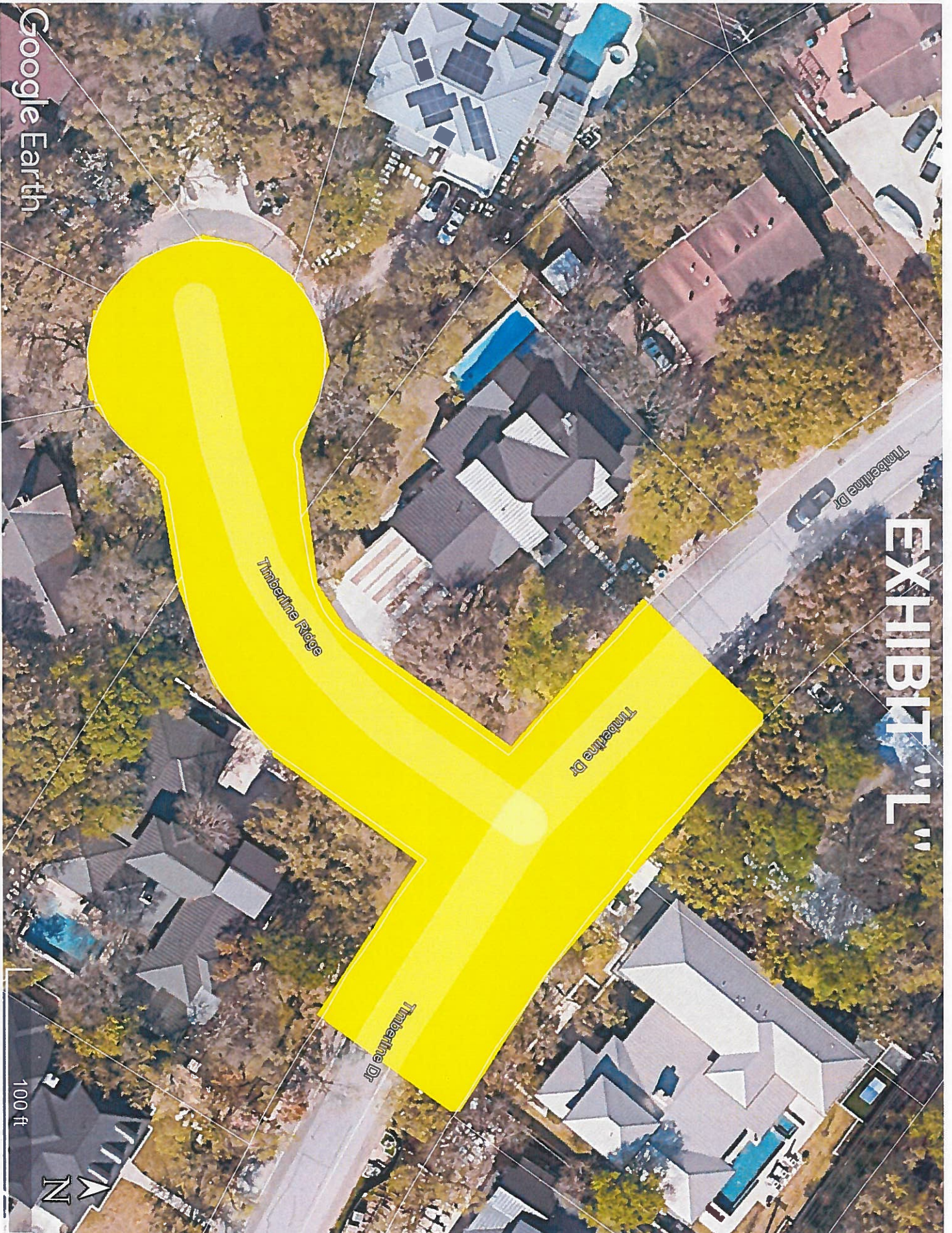
EXHIBIT "K"



100 ft



EXHIBIT "L"



Google Earth

100 ft



February 13, 2023

Greg Blackburn, PE
K. Friese + Associates, Inc.
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
Via email gblackburn@kfriese.com

Re: Environmental and Cultural Resources Scope of Work and Fee Estimate: City of Rollingwood Water Capital Improvement Plan Bond Program

Dear Mr. Blackburn,

Please accept this correspondence as Blanton & Associates, Inc.'s (B&A), a wholly owned subsidiary of ICF Jones & Stokes, Inc., proposal to conduct environmental and cultural resources desktop services related to the City of Rollingwood Water Capital Improvement Plan (CIP) Bond Program Project in Travis County, Texas. B&A's scope of work is based upon our understanding of the information identified below.

PROPOSED PROJECT DESCRIPTION

The City of Rollingwood has asked K. Friese + Associates, Inc. (K. Friese) to develop a proposal to design several packages from their Water CIP Bond Program. In total, the packages are approximately 10,500 linear feet (LF) of new eight-inch diameter waterlines within existing roadways. The project sites are dispersed through the city, as depicted in the keyhole markup layer (kml) provided to B&A by K. Friese via email transmittal on January 19, 2023. K. Friese has requested B&A to develop a proposal for desktop constraints review for environmental and cultural resources, as well as a field karst survey at one location.

B&A's proposed scope of work consists of the following tasks to provide the environmental and cultural services necessary for constraints analysis at this time.

ENVIRONMENTAL AND CULTURAL RESOURCES REVIEW

Federally Listed Species

B&A will conduct a desktop literature and database review to determine whether federally listed threatened, endangered, or other protected species are of potential occurrence in or adjacent to the project area and, if so, whether they could be affected by the proposed project. This analysis will include a review of current lists and records of threatened, endangered, and species of concern and designated critical habitat provided by the U.S. Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD). The Texas Natural Diversity Database will be reviewed to determine if threatened and endangered species and/or other sensitive natural resources have been documented in or near the project area. Examination of the mapped karst zones and karst invertebrate critical habitat will be included in the desktop review. Existing habitats within the project area will be remotely evaluated based on review of historical and contemporary aerial imagery and publicly available databases. Based on desktop review, B&A will provide recommendations for additional activities to address federally listed species, if needed.

5 Lakeway Centre Court, Suite 200, Austin, Texas 78734

Phone +1.512.264.1095 | Fax +1.512.264.1531

For project area locations entirely within paved roadways, it is assumed by B&A that USFWS would not require completion of a karst habitat assessment, but would elsewhere. One project area location provided by K. Friese—sited on the east side of Bee Caves Road north of Rollingwood Town Centre Road—will include the installation of a valve vault within an approximately 0.25-acre area that is unpaved. For this location, B&A will complete a karst survey in conformance with the “United States Fish and Wildlife Service, Section 10(a)(1)(A) Scientific Permit Requirements for Conducting Presence/Absence Surveys for Endangered Karst Invertebrates in Central Texas” (revised April 27, 2022). The assessment will be completed through Step 2, “Conduct an initial karst feature survey.” The karst survey will consist of desktop evaluations and walking 50-foot transects across the site. While B&A makes every effort to locate and identify karst features, at times site conditions prevent this due to seasonal vegetation, fill piles, etc. This does not include excavation beyond 10 minutes of hand excavation or biological surveys for endangered karst invertebrates (EKI).

Water Resources

B&A will review maps and aerial photography to identify potential wetlands and other waters of the U.S. within the project boundaries. Sources evaluated in the desktop review will include Federal Emergency Management Agency (FEMA) National Flood Insurance Program flood hazard digital data and maps, USFWS National Wetlands Inventory (NWI) digital data and maps, U.S. Geological Survey (USGS) topographic maps, USGS soil maps and Soil Survey Geographic Database (SSURGO) data, georeferenced natural color and color-infrared aerial imagery, and other pertinent data. Upon completion of the desktop review, B&A will recommend which of the locations require completion of an on-site delineation of waters of the U.S., including wetlands, in order to identify and map wetlands, streams, and other potential waters of the U.S.

Hazardous Materials

To identify potential hazardous materials in proximity to the project area, B&A will conduct a desktop review of publicly available databases and resources. B&A will review the history of the site, including examination of current and past aerial photographs, historical maps, and other readily available historical documents to identify potential hazardous materials in or adjacent to the project area.

Historical and Cultural Resources

Based on information available at this time, B&A assumes that the proposed project would be sponsored by a political subdivision of the state (City of Rollingwood) and will be constructed within state or city-controlled and/or state- or city-owned land; therefore, compliance with the Antiquities Code of Texas (9 TNRC §191) and associated state regulations (13 TAC§ 26) regarding cultural resources for the project would be required. The Antiquities Code of Texas requires any political subdivision of the State of Texas, defined as a “local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under the Texas Constitution, Article III, §52(b)(1) or (2), or Article XVI, §59” in 13 TAC §26.5 of the code, to identify potential State Antiquities Landmarks (SALs) through survey of public lands prior to actions that could potentially damage those SALs. Public lands are further defined in 13 TAC §26.3 as lands owned or controlled by the State of Texas or any of its political

subdivisions. B&A assumes that the proposed project would not have a federal nexus and that compliance with Section 106 of the National Historic Preservation Act would not be required.

Upon notice to proceed, B&A would conduct a desktop review to determine if previously recorded cultural resources or surveys occur in the project area and vicinity and if a cultural resources survey is warranted. The review would include the project area and a 0.25-mile study area buffer around the proposed project area. A B&A archeologist will review the Texas Historical Commission's (THC's) online restricted-access *Archeological Sites Atlas*, and a B&A historian would review the THC's online *Historic Sites of Texas Atlas*. The reviews would include the following types of information from the two atlases: previously recorded archeological sites, National Register of Historic Places-listed properties and districts, National Historic Landmarks, SALs, Official Texas Historical Markers (OTHMs), Recorded Texas Historical Landmarks, Historic Texas Cemeteries, and cemeteries. B&A will submit the findings of the desktop review, together with recommendations about the need for additional work (or no further work) in a letter to the THC requesting comments and concurrence with B&A's recommendations. If the findings of the desktop review indicate that a cultural resources survey is warranted and the THC concurs with B&A's recommendations for further work, B&A will prepare a separate scope and fee for the recommended work.

REPORT

The product of this effort will be a report that describes the methods, results, and recommendations for desktop and limited field review involved with federally listed species, water resources, hazardous materials, and historical and archeological resources tasks. The report will include accompanying tables, attachments, maps and documentation on coordination with THC for cultural resources.

FEE

B&A's total fee to provide the scope of work detailed in this proposal for environmental and cultural desktop review is **\$18,695** on a time and materials basis in accordance with our standard rate schedule (**Attachment A**). A detailed estimate is provided in the attached excel table (**Attachment B**).

ASSUMPTIONS AND EXCLUSIONS

- Scope of work does not include on-site field inspection and verification of site conditions, except for karst feature survey at one 0.25-acre site, as described above. If desktop review finds that such activities are needed, a supplemental scope of work and fee estimate can be provided by B&A.
- B&A assumes that the proposed project is not categorized as a federal undertaking.
- This scope of work does not include permitting or agency coordination other than specified herein. Should such permitting or agency coordination be required, B&A would submit a separate scope and fee to K. Friese for consideration.
- The project is located within the Edwards Aquifer recharge zone, but includes regulated activities (i.e., the installation of water lines) exempt from the Edwards Aquifer protection plan application

requirements, per 30 TAC 213.5(h). Therefore, it is assumed that a Texas Commission of Environmental Quality (TCEQ) Geologic Assessment (TCEQ 0585) will not be required and is not included in this proposal. Should it be determined that a Geological Assessment is necessary, B&A can provide a separate scope and fee for these services.

- The project is located primarily in Karst Zone 1, areas known to contain federally endangered cave fauna. It is assumed that a USFWS Karst Survey will likely be required for project areas that include areas that are natural ground and currently unpaved. Based on correspondence with the K. Friese, services included in this proposal are limited to desktop review except for karst field survey at one location. Should desktop review find that a USFWS Karst Survey is required elsewhere in addition to as proposed herein, B&A will provide a separate scope and fee for these services.
- Presence/absence surveys or coordination with USFWS or TPWD for protected species is not included in this proposal. Should it be determined that such services are required, B&A will submit a separate scope and fee to your office for review.
- Texas Department of Transportation (TxDOT) environmental review is not included.
- Client understands that revisions to the project after providing notice to proceed requires additional time and materials and will be billed at an additional cost outside of this current scope of work.
- B&A assumes that one report and one cultural resources coordination letter will be composed in fulfillment of the proposed scope of work.
- This scope of work does not include preparation of a Waters of the U.S. Preliminary Jurisdictional Determination, Pre-Construction Notification (PCN), Section 404 Individual Permit application, mitigation plan, or coordination with the U.S. Army Corps of Engineers (USACE). In the unlikely event that any of these tasks are required, B&A would submit a separate scope and cost estimate to your office for review.
- Preparation of a Biological Assessment, Section 7 Consultation assistance, mussel surveys, and coordination with the USFWS or TPWD are not included. If needed, a supplemental cost would be required.
- A Phase I Environmental Site Assessment (ESA) is not included in this proposal. If desktop review indicates that such services are needed, a supplemental scope and fee would be required.
- Client understands that no warranties or guarantees are expressed or implied by B&A regarding the actions of any government agency, including local, state, or federal agencies, in connection with the project for which the services are performed.
- B&A assumes the proposed project would be sponsored by a political subdivision of the state (City of Rollingwood) and is subject to compliance with the Antiquities Code of Texas (9 TNRC §191) and associated state regulations (13 TAC§ 26) regarding cultural resources.

- The project is not anticipated to be classified as a federal undertaking in that it does not include any federal involvement (e.g., ownership permit, funding, or license), and this project will not require compliance with Section 106 of the National Historic Preservation Act.
- Archeological testing or mitigation of archeological sites is not included in this scope of work. If it is determined that archeological testing or mitigation is required, these activities would be conducted under a separate scope and fee.
- It is assumed that one Cultural Resources letter will suffice for submission to the THC and one round of comments will be completed with the THC.
- Human burial excavation/disinterment is not included in this scope of work. If it is determined that burial excavation is required, these activities would be conducted under a separate scope and fee.
- Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement are not included.
- This proposal has been prepared for the Client to whom it is addressed and shall not be conveyed to third parties without prior written authorization from B&A.
- This proposal and cost estimate are valid for 90 days.

Thank you for the opportunity to provide this proposal and please call me at 210-598-0165 (mobile), or email at velma.danielson@icf.com if you have any questions. If this proposal is acceptable, please forward an agreement or execute the attached Authorization to Proceed in **Attachment C** to initiate this work. We look forward to working with you all.

Sincerely,



Janis Childers
Program Operations
Blanton & Associates, Inc.



Velma. R. Danielson
Project Manager
Blanton & Associates, Inc.

*Attachment A B&A Standard Rate Schedule
Attachment B Detailed Fee Estimate Table
Attachment C Authorization to Proceed*

Attachment A

B&A Standard Rate Schedule

STANDARD RATE SCHEDULE Effective January 1, 2023 through December 31, 2023

PERSONNEL

Blanton & Associates, Inc., provides services on an hourly professional fee basis according to the rates scheduled below:

Technical Director	\$255.00
Sr. Technical Analyst.....	\$240.00
Sr. Project Manager	\$225.00
Project Manager	\$190.00
Senior Environmental Professional.....	\$175.00
Environmental Professional	\$165.00
Staff Scientist II	\$150.00
Staff Scientist I.....	\$135.00
Environmental Technician II	\$120.00
Environmental Technician I.....	\$100.00
GIS Analyst/Cartography.....	\$120.00
GIS Technician	\$100.00
Technical Editor.....	\$100.00
Clerical/Administrative.....	\$ 75.00

TRAVEL, MEALS & INCIDENTAL EXPENSES

All travel expenses, including lodging, are invoiced at actual cost. Per diem for meals will be billed at a flat rate of \$59 per day. Cost of mileage for company-owned vehicles is computed at a rate of \$0.655 per mile. Rental automobiles and fuel costs for same will reflect actual costs to the firm. Company boats are billed at a rate of \$500.00 per day plus fuel. GPS units are billed at a rate of \$100.00 per day. Rented or leased equipment including drones and ATVs are invoiced at actual cost. Copies will be billed at the rate of \$.05 per page.

PURCHASED SERVICES

All purchased services are invoiced at actual cost. These include, but are not limited to, reproduction, technology, consultants, subcontract services, delivery, postage, and expendable supplies.

TERMS

Invoices are submitted monthly for all services rendered during the previous month and are payable "Net 30 days." Past Due invoices will be subject to a 1.5% fee per month not to exceed 18% per annum.

Attachment B

Detailed Fee Estimate Table

**Attachment B - Detailed Fee Estimate Table
City of Rollingwood Water CIP Bond Program**

Item No.	FEE ESTIMATE FOR CITY OF ROLLINGWOOD CIP BOND PROGRAM 1-31-2023	No. Sheets		Project Manager	Senior Env. Professional	Environmental Tech II	Environmental Tech I	GIS Analyst / Cartography	GIS Technician	Administrative Support Staff	Total Task Hours	Other Direct Costs	Cost
TASK		HOURS										TOTAL	TOTAL
Environmental and Cultural Review													
1	Project Management			8						2	10		\$1,540.00
2	Water Resources				4	8	16	2	8	2	40		\$4,140.00
3	Federally Listed T&E Species				5	16	20	2	10	2	55		\$5,805.00
4	Hazardous Materials				4	8	8	2	4	2	28		\$3,060.00
5	Historical and Archeological Resources				4	24	0	1	4	2	35		\$4,150.00
	Environmental and Cultural Desktop Review Hours Subtotal			8	17	56	44	7	26	10	168		
	Environmental and Cultural Desktop Review Cost Subtotal			\$1,400.00	\$2,805.00	\$6,720.00	\$3,960.00	\$770.00	\$2,340.00	\$700.00		\$0.00	\$18,695.00
TOTAL													
	Env & Cultural Hours Total			8	17	56	44	7	26	10	168		
	Env & Cultural Cost Total			\$1,400.00	\$2,805.00	\$6,720.00	\$3,960.00	\$770.00	\$2,340.00	\$700.00	\$0.00	\$0.00	\$18,695.00

Attachment C

Authorization to Proceed

Authorization to Proceed

This Authorization to Proceed (“ATP”), is to confirm K. Friese + Associates, Inc.’s (K. Friese’s) decision to proceed with the project as outlined in B&A’s proposal submitted on February 13, 2023. The ATP is an interim authorization provided to begin work. The formation of a final written contract is subject to successful contract negotiations and both parties agree to work together in good faith to conclude these negotiations in a timely manner.

K. Friese has requested B&A to begin to provide services related to the City of Rollingwood Water CIP Bond Program (“Services”) on or about **February 14, 2023**, and such Services authorized herein shall continue until **May 14, 2023** (ATP end date). B&A’s Services authorized by K. Friese shall not exceed a total fee of **\$18,695** under this ATP. B&A will notify K. Friese before the total cumulative fees reach the ATP limit. It is assumed that a final written contract will be fully executed and in place prior to the ATP end date.

In consideration of the Services provided, B&A is authorized to submit applicable invoices to K. Friese and K. Friese agrees to pay B&A on a time and materials basis. Invoices are payable within thirty days of receipt. Should B&A reach the total dollar ceiling amount of the Services before the ATP end date in the absence of a fully executed contract, Services will be on hold until K. Friese issues an amendment to this ATP. B&A may also pause Services for nonpayment. Neither party will be liable to the other for any form of indirect or consequential damages and each party’s liability to the other will not exceed the total fees and costs specified in this ATP.

In order for B&A to begin to provide the Services, please provide your approval of the ATP terms written above and provide K. Friese’s billing information. By providing this ATP, I represent that I have the authority to do so on behalf of K. Friese.

K. Friese + Associates, Inc.

Name:

Signature:

Date:

[Delivery by Email: gblackburn@kfriese.com]

Proposal No. PAA23-022-00
January 27, 2023

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

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

Mr. Greg Blackburn, P.E.
Associate
K Friese + Associates
1120 S. Capital of Texas Highway, City View 2, Suite 100
Austin, Texas 78746

**RE: Proposal for Geotechnical Engineering Study
City of Rollingwood Water CIP Bond Program (Package 1-4)
Travis County, Texas**

Dear Mr. Blackburn:

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 recommendations and construction guidelines for the installation of waterlines within the City of Rollingwood. 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 Scope

Under consideration in this study is the installation of approximately 10,500 lineal feet of new 8-inch diameter waterlines within existing roadways within the City of Rollingwood. The streets being consider in this study include: Park Hills Drive, Brent Cove, Laura Lane, Kristy Drive, Ashworth Drive, Pleasant Cove, Pickwick Lane, Almarion Drive, Betts Boulevard, Riley Road and Inwood Cove.

Field Study

Per the request of the Client, RKCI will drill 4 soil borings within the existing roadway to approximate depths of 15 ft below the existing ground surface in order to assess subsurface conditions at the subject site.

The borings will be advanced to their targeted completion depths utilizing a truck mounted drilling rig. Samples will be taken using conventional Shelby-tube, split-spoon, and NX Rock core sampling techniques. Representative portions of the samples will be sealed, packaged and transported to our laboratory for subsequent testing and classification.

The borings will be backfilled utilizing auger cuttings and bentonite. The boreholes will then patched with a similar asphalt covering.

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



Proposal No. PAA23-022-00
January 27, 2023

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, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. 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 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, including:
 - open cut trench excavation;
 - excavation support;
 - backfill material and compaction.
- Flexible component thickness to match existing pavement section.

The final reports will be produced in a digital PDF and delivered via email. All reports will be issued separately.

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 5 to 7 working days of receiving your written authorization. The field exploration and laboratory testing phase of the study is expected to take approximately 8 to 10 working days to complete. Engineering reporting is expected to take an additional two weeks to complete.

Project Cost

The total lump sum cost for the study scope outlined herein is **\$10,500**.

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. PAA23-022-00
January 27, 2023

It is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig. RKCI will assist in locating underground utilities and will engage a private utility locator to clear the boring locations. RKCI will take all precautions to prevent damage to property.

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.

Accepted
By:


Yvonne Garcia Thomas, P.E.
Vice President

Signature

Typed or Printed Name

YGT: jm
Attachments I & II
Copies Submitted: Above (1)

Title

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.