

SCOPE OF SERVICES & COMPENSATION  
CITY OF WOODCREEK  
WOODCREEK DRIVE OVERLAY PROJECT  
(ATTACHMENT A)

**WORK SUMMARY**

In a previous work authorization, K Friese + Associates, Inc. (KFA) performed a pavement condition index (PCI) study to determine prioritization and repair strategies for the City of Woodcreek's (City) street network. At the conclusion of the work authorization, it was determined that Woodcreek Drive from Champions Circle to the end of City maintenance (approximately 1 mile in length) would be the first street scheduled for an HMAC overlay repair.

This scope and fee is to prepare a construction project manual with work maps suitable for bidding along with bid and construction phase services.

**PROJECT MANAGEMENT**

1. Overall Project Management – KFA will conduct internal meetings, attend City Council meetings, schedule work, and coordinate on an ongoing basis with City staff and project team. This task includes invoicing, and compiling work products, and deliverables. This assumes a project duration of 3 months.
2. City of Woodcreek Meetings – Meetings will be conducted with the City as shown in the project schedule and after each submittal to discuss the City's comments. -Four (4) meetings have been assumed including a project kick-off meeting, site visit, 60% review meeting, and final submittal meeting. Time is included in this task for meeting preparation and documentation of the meeting.

**PHASE I –DESIGN & BID PHASE**

1. GIS Basemap – KFA will develop a project basemap from available data including parcels, aerial photography, LiDAR topographic survey, and applicable floodplain data.
2. Supplemental Survey – Whitecap Survey Company, LLC will perform isolated ground topographic surveys as needed to supplement GIS data where directed by KFA. This proposal assumes up to four locations at a length of 100-feet along the roadway at each of the four locations.
3. Construction Documents – KFA will prepare a construction project manual suitable for bidding. This proposal assumes interim submittals will be made at the 60% and 100% milestones and is anticipated to consist of the following items:
  - a. Front End Contract Documents – KFA will utilize document templates from the Engineers Joint Contract Documents Committee (EJCDC) and will update applicable items as appropriate for this project
  - b. Bid Form – Including bid items, units, and quantities

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- c. Technical Specifications – KFA will use applicable TxDOT technical specifications (2014) for bid items and special provisions as necessary for this project.
  - d. Work Maps – KFA will prepare work maps on 8 ½” x 11” sheets showing items of work, existing edges of pavement, and driveways. Areas of overlay and pothole repair will be depicted and annotated.
  - e. Traffic Control Narrative and Details – KFA will prepare a traffic control narrative and details for daytime flagger operations during construction.
4. Cost Estimates – KFA will gather quantities and TxDOT average low bid data to prepare cost estimates at the 60% and 100% milestones.
5. Bid Phase Services – KFA will provide bid phase assistance, which is anticipated to include
- a. Attend Pre-Bid Meeting
  - b. Respond to Bidder Questions
  - c. Prepare Addenda – this proposal assumes preparation of one (1) addendum
  - d. Bid Opening – KFA will attend and facilitate the opening and public reading of bids
  - e. Bid Tabulation and Award Recommendation – KFA will prepare a tabulation of bids, check for mathematical errors or irregularities, and verify contractor references (if applicable). KFA will prepare a recommendation of award letter.
  - f. Issue Conforming Documents – KFA will incorporate addenda and contract information into the project manual for issuance to the Contractor and City.

**PHASE II –CONSTRUCTION PHASE**

1. Construction Phase Services – KFA will perform construction phase services which are assumed to include the following:
- a. Attend Pre-Construction Conference
  - b. Attend site visits/construction progress meetings – a total of three (3) site visits and progress meetings are assumed for this proposal
  - c. Respond to RFI's – A total of five (5) RFI's are assumed
  - d. Prepare Change Orders – A total of one (1) change order is assumed
  - e. Review and approve pay applications – A total of two (2) pay applications are assumed
  - f. Punch List – KFA will perform a final walk-through and prepare a punch list prior to release of final payment to the contractor

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**ASSUMPTIONS MADE FOR THIS PROPOSAL**

1. No permitting will be required.
2. Utility relocations will be avoided and utility coordination and relocation are not included in this proposal.

**City of Woodcreek - Pavement Assessment Study  
Budget Summary**

| TASK   | KFA                 | Whitecap Survey<br>Company | Total Labor<br>Cost |
|--|---------------------|----------------------------|---------------------|
| <b>PROJECT MANAGEMENT</b>  |                     |                            |                     |
| 1. Overall Project Management                                      | \$ 5,020.00         | \$ -                       | \$ 5,020.00         |
| 2. City of Woodcreek Meetings (Four (4) Meetings)                  | \$ 4,966.00         | \$ -                       | \$ 4,966.00         |
| <b>PHASE I - DESIGN &amp; BID PHASE</b>                            |                     |                            |                     |
| 1. GIS Basemap   | \$ 6,676.00         | \$ -                       | \$ 6,676.00         |
| 2. Supplemental Survey   | \$ 1,232.00         | \$ 2,500.00                | \$ 3,732.00         |
| 3a. Front End Contract Documents                                   | \$ 2,860.00         | \$ -                       | \$ 2,860.00         |
| 3b. Bid Form   | \$ 616.00           | \$ -                       | \$ 616.00           |
| 3c. Technical Specifications                                       | \$ 2,620.00         | \$ -                       | \$ 2,620.00         |
| 3d. Work Maps  | \$ 15,972.00        | \$ -                       | \$ 15,972.00        |
| 3e. Traffic Control Narrative and Details                          | \$ 992.00           | \$ -                       | \$ 992.00           |
| 4. Cost Estimate   | \$ 2,080.00         | \$ -                       | \$ 2,080.00         |
| 5a. Attend Pre-Bid Meeting   | \$ 1,964.00         | \$ -                       | \$ 1,964.00         |
| 5b. Respond to Bidder Questions                                    | \$ 1,232.00         | \$ -                       | \$ 1,232.00         |
| 5c. Prepare Addenda  | \$ 876.00           | \$ -                       | \$ 876.00           |
| 5d. Bid Opening Meeting  | \$ 1,752.00         | \$ -                       | \$ 1,752.00         |
| 5e. Bid Tabulation and Awards Recommendation                       | \$ 876.00           | \$ -                       | \$ 876.00           |
| 5f. Issue Conforming Documents                                     | \$ 684.00           | \$ -                       | \$ 684.00           |
| <b>PHASE II - CONSTRUCTION PHASE</b>                               |                     |                            |                     |
| 1a. Attend Pre-Construction Conference                             | \$ 2,108.00         | \$ -                       | \$ 2,108.00         |
| 1b. Attend Construction Progress Meetings (Three (3) Meetings)     | \$ 6,528.00         | \$ -                       | \$ 6,528.00         |
| 1c. Respond to RFI's (Five (5) Total)                              | \$ 2,532.00         | \$ -                       | \$ 2,532.00         |
| 1d. Prepare Change Orders (One (1) Change Order)                   | \$ 876.00           | \$ -                       | \$ 876.00           |
| 1e. Review and Approve Pay Applications (Two (2) Pay Applications) | \$ 780.00           | \$ -                       | \$ 780.00           |
| 1f. Punch List Walkthrough Meeting                                 | \$ 2,176.00         | \$ -                       | \$ 2,176.00         |
| <b>LUMP SUM LABOR COST</b>   | <b>\$ 65,418.00</b> | <b>\$ 2,500.00</b>         | <b>\$ 67,918.00</b> |
| <b>LUMP SUM DIRECT EXPENSES</b>                                    | <b>\$ 1,031.25</b>  | <b>\$ -</b>                | <b>\$ 1,031.25</b>  |
| <b>LUMP SUM TOTAL</b>  | <b>\$ 66,449.25</b> | <b>\$ 2,500.00</b>         | <b>\$ 68,949.25</b> |



# **WHITECAP** **—SURVEY COMPANY—**

## **PROPOSAL FOR LAND SURVEYING SERVICES**

PREPARED FOR  
**TOPOGRAPHIC SURVEY**  
WOODCREEK DRIVE

MAY 5, 2021

BY  
WHITECAP SURVEY COMPANY, LLC  
WHITECAPSURVEY.COM  
TBPELS FIRM NO. 10194424

# WHITECAP

—SURVEY COMPANY—

Whitecap Survey Company, LLC  
PO Box 1225  
Dripping Springs, TX 78620

May 5, 2021

K Friese + Associates  
Attn: Ryan Bell, PE  
1120 S. Capital of Texas Hwy  
City View 2, Suite 100  
Austin, TX 78746

**Re: Topographic Survey**  
**Woodcreek Drive**  
**Woodcreek, Hays County, TX**  
**Proposal Number 2100154**

Dear Ryan:

Whitecap Survey Company, LLC (Whitecap) is pleased to provide K Friese + Associates (Client) with the attached proposal for Professional Land Surveying services in connection with the above referenced project.

After you have reviewed the attached proposed Scope of Services, please do not hesitate to call if you have any questions or comments.

Thank you for the opportunity to be of service.

Sincerely,  
Whitecap Survey Company, LLC



William R. Herring, RPLS  
Principal/Owner

# WHITECAP

## —SURVEY COMPANY—

### SCOPE OF SERVICES

#### ASSUMPTIONS

The following assumptions were made during preparation of this scope of services and fee estimate.

All Professional Surveying Services will be performed under the direct supervision of a Texas Registered Professional Land Surveyor (RPLS).

Project limits shall consist of up to four (4) locations along Woodcreek Drive. Each location will be approximately 100 feet in length and extend from right-of-way to right-of-way. A graphic representation of the approximate overall project limits is shown below in **Exhibit "A"**.

#### SCOPE OF SERVICES

##### SURVEY CONTROL

Whitecap shall establish up to two (2) control points at each project segment location (up to 8 points total) where coordinates are based upon the Texas Coordinate System, South Central Zone, NAD 83 (93), NAVD 88. Whitecap shall establish additional secondary control (based upon the above described primary control) within the project limits as sufficient to complete the scope of services described herein.

##### TOPOGRAPHIC / DESIGN SURVEY

Whitecap shall collect design survey data within the survey limits. In such areas, conventional survey methods will be utilized to collect cross-sections and break lines at approximate 50-foot intervals. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including roadways (with type noted), culvert pipes (size and material), fences, visible utilities and visible evidence of underground utilities. Trees 8-inches DBH and larger will be tagged and located (noting size and common name).

##### BOUNDARY DELINEATION

Whitecap shall conduct records research within the Hays County Appraisal District to obtain the record subdivision plat information within the project limits. Whitecap shall locate sufficient boundary evidence to graphically place these record right-of-way lines of Woodcreek Drive and tie to the project control.

#### DELIVERABLES

- 3D DTM (Microstation DGN)
- Word doc file of surveyed points and control points, and descriptor code list
- PDF file of scanned field book notes



# WHITECAP

## — SURVEY COMPANY —

### FEE ESTIMATE

Whitecap will provide the services described herein on a Lump Sum basis, with all invoices sent to and paid for by the Client.

Topographic Survey

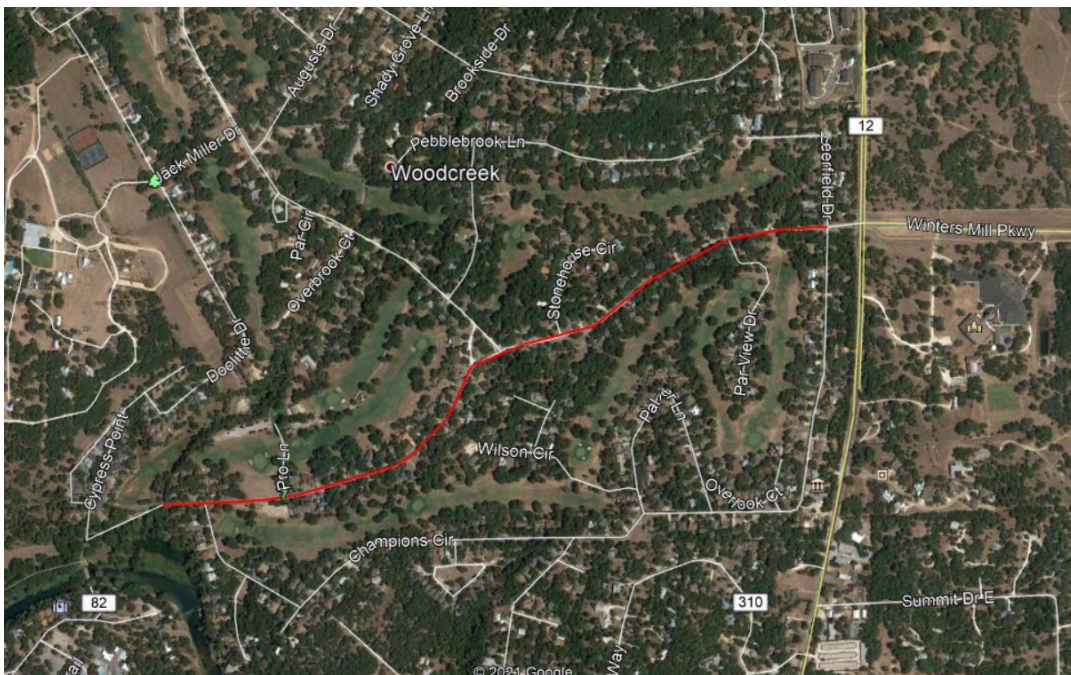
\$2,500.00

### ADDITIONAL SERVICES (upon request by the Client)

In addition to the services outlined above, Whitecap can provide additional services as requested by the Client. If requested, a scope of work and estimated fee will be provided in writing prior to Whitecap proceeding with any additional service. These additional services include, but are not limited to the following:

- Boundary Surveying services
- Establishing additional control beyond that scoped herein
- Obtain Underground utility records or locating underground utilities
- Wetland Delineation
- Obtaining Right-Of-Entry of any kind
- Locating trees, shrubs, or any form of vegetation beyond that scoped herein
- Design/Topographic surveying services beyond that scoped herein
- Any services not specifically outlined herein

### EXHIBIT "A"



# WHITECAP

## —SURVEY COMPANY—

### TERMS OF CONTRACT

#### Parties

'Whitecap' means Whitecap Survey Company, LLC. The 'Client' means the person or organization awarding the Contract. An Agent acting for a Third Party shall be deemed the Client unless designated in writing by the Third Party. 'Agreement' means the entire content of this proposal document, terms and conditions listed herein, together with any other supplements, exhibits, schedules, or attachments hereto.

#### Entire Agreement

This Agreement constitutes the entire agreement. There are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. Whitecap reserves the right to accept email notification as 'in writing' in lieu of Client signature.

#### Travel

Cost of mileage on company-owned vehicles is computed at the current Internal Revenue Service (IRS) mileage allowance.

#### Lodging and Meal Allowances (per diem)

Lodging and meal allowances (per diem) are computed at the current General Services Administration (GSA) rates.

#### Purchased Services and Other Direct Expenses Not Listed Above

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, computer time, long distance telephone charges, consultants, subcontract services, rented or leased equipment, expendable supplies, and project-special supplies.

#### Property Damage

Whitecap will take every reasonable precaution necessary to prevent or minimize property damage while performing the services described herein. Cost of restoration of any resulting property damage is not included in the project fee.

#### Ownership of Documents

Any documents, data, results, and any associated intellectual property, that are prepared, discovered, created, invented or generated by Whitecap in any activities or work under this Agreement shall remain the property of Whitecap, except those documents required to be recorded or filed with a public agency, and are not to be used by Whitecap without the written consent of the Client.

#### Copyright

All copyright laws of the United States and the State of Texas shall apply, to the benefit of Whitecap, to any product or work performed under this Agreement without regard to whether or not any copyright for such work product actually is registered.

#### Invoicing, Payments, Late Fees and Associated Costs

Invoicing for all fees and associated project costs agreed upon herein will be submitted by Whitecap to the Client on a monthly basis. The Client shall review monthly invoice statements and notify Whitecap, in writing, of any objection within ten (10) days from the date of invoice. If no written objections are presented to Whitecap by the Client within the ten (10) days, the invoice shall be deemed acceptable. Late payments will incur a late charge of two percent (2%) per month from the original date of invoice. The Client shall pay any costs associated due to collection of late payment, including but not limited to attorney fees, court fees, charges associated with lien filings, and collection agent fees. Failure to pay Whitecap the net invoiced amount within thirty (30) days after invoices are rendered, then Client agrees that Whitecap shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.

#### Taxes

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected and included at the time of invoice.

#### Professional Land Surveying Services

All surveying services are regulated under the Texas Board of Professional Land Surveying (TBPLS). TBPLS can be contacted at the following address: 12100 Park 35 Circle, Building A, Suite 156, Austin, TX 78753

#### Termination of Contract

This Agreement may be terminated by either Party providing the other Party with 5 days advance written notice of its intent to do the same. Upon termination, Client shall pay Whitecap for the services completed up to the time of termination date.

# WHITECAP

— SURVEY COMPANY —

## Dispute Resolution

The parties agree that any disputes that may arise as a result of this Agreement or the provision of products or services as a result of this Agreement will first be attempted to be resolved through discussion between the parties. If the dispute cannot be resolved on terms satisfactory to both parties, the parties shall in good faith enter into non-binding mediation to resolve the dispute. The parties agree to include a similar non-binding mediation agreements with all contractors, subcontractors, and subconsultants.

## Governing Law

This Agreement herein shall be enforced and interpreted in accordance with the laws set aside by the State of Texas.

## Force Majeure

In the event that Whitecap is delayed or unable to perform its obligations under this Agreement as a result of a force majeure, Whitecap shall not be liable for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean inclement weather, fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war, or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

## Indemnification

To the fullest extent permitted by Law, the Client will defend, indemnify and hold harmless Whitecap, including its current and former officers, directors, employees, agents, assigns and subconsultants, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services and for the acts or omissions of its directors, officers, employees, contractors or subcontractors, volunteers, participants, guests or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this Agreement.

## Limitations of Liability

Client agrees to limit Whitecap's liability arising from Whitecap's professional acts, errors or omissions such that the total liability of Whitecap shall not exceed Whitecap's total fees for the services rendered within this Agreement.

## Authority

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement, as the Client or as a representative of the Client, and that this Agreement is binding upon the Client, or its successors, in accordance with its terms.

## Use of Product

Client shall not alter final product(s) as delivered and prepared by Whitecap, except for updates to page numbers or exhibit identification necessary to incorporate into a larger plan set or other document. Any alterations to the final product, other than those listed above, made without prior approval of Whitecap shall render the final product(s) null and void. Whitecap shall keep a copy of all final products and will provide a copy of said final product upon request and with the consent of the Client.

## **Client or Client Representative**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_