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September 25, 2017

Mr. Leon Barba, PE
City of Kyle
100 W. Center Street
Kyle, Texas 78640

RE: Center Street Village Wastewater Improvements
Amendment 1

VIA: E-Mail

Dear Mr. Barba:

K Friese & Associates, Inc. (KFA) respectfully submits this request for additional services for the Center Street Village Wastewater Improvements project. Per our discussions, these additional services are related to the following items:

- Design support during Goforth Road casing installation
- Investigation of Alternate Alignments after the PER
- Change in Flow Rates
- Design of Stub Out for Kyle 35 Retail, Ltd.
- Additional Survey for Alignment Changes and Easement Documents

We respectfully request compensation in the amount of \$34,490.00 for this additional scope, bringing the total authorization to \$238,115.00. Additional detail on the additional effort for these items can be found in the attached documents.

Thank you very much for the opportunity to continue to serve the City of Kyle. Please do not hesitate to contact me with any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Persyn', is written over a horizontal line.

Michael Persyn, P.E.
Project Manager

Enclosures

AMENDMENT 1
ADDITIONAL SERVICES SCOPE
CENTER STREET VILLAGE WASTEWATER IMPROVEMENTS

SCOPE OF SERVICES

1. Goforth Road Casing

- 1.1. The Goforth Road project is currently under construction and presented an opportunity for the City to install casing across Goforth Road via open cut as a change order on that construction project. The crossing of Goforth Road was originally scoped as a bored crossing as part of KFA's design effort and was assumed to be part of the overall project design.
- 1.2. In order to meet the construction project schedule, KFA created a design for the casing installation to allow for pricing and installation by the Contractor. This required additional coordination with the City and the Contractor that was not part of the original scope. At the time of the Goforth Road Casing design, the plans were not yet complete to 30% and potholing had not been completed. KFA designed the casing multiple time as additional information became available from the Contractor's efforts locating existing utilities. This also required an additional field visit at the City's request to review the constraints and discuss the Contractor's proposed modifications.

2. Investigation of Alternate Alignments

- 2.1. After the submittal of the Preliminary Engineering Report (PER), the City requested input on the feasibility of two alternative alignments that were not part of the PER. One crossed the Plum Creek tributary on the north side of RM 150 (near Sonic) and tied into Lehman Road. The second alternative crossed the Plum Creek tributary in the middle of the Center Street Village development, following the low all the way to Lehman Road. In both instances, KFA conducted a preliminary route analysis, reviewed as-builts and USGS topographic information, investigated downstream elevations, and calculated preliminary slopes and pipeline elevations. KFA prepared an exhibit for the first alignment near Sonic and provided the City with explanations of the analysis for both.

3. Change in Flow Rates

- 3.1. Shortly before the 30% submittal, the City provided updated flow rates for use in the design. These flow rates changed the pipeline slopes for the entire alignment. KFA attended a City requested coordination meeting with KFA and other engineers working in the area to receive the updated flow information. KFA calculated new pipeline slopes and pipe sizes based on the revised flow rates, revised the plans, and revised the cost estimate based on the upsized pipe.

4. Stub-Out for Kyle 35 Retail, Ltd.

- 4.1. At the 30% review meeting, the City requested that KFA provide design services for an extension of an 8" sanitary sewer line to service the southernmost tract of land owned by Kyle 35 Retail, Ltd. This sewer extension is on the east side of RM 150 north of Hill Street and is approximately 200 feet long.

AMENDMENT 1
ADDITIONAL SERVICES SCOPE
CENTER STREET VILLAGE WASTEWATER IMPROVEMENTS

- 4.2. KFA will design the sewer line extension and incorporate it into the overall project construction documents. This scope assumes the addition of one additional plan and profile sheet, additional coordination with the Kyle 35 Retail, Ltd. developer or their engineer, and updates to the project cost estimate. No additional geotech or environmental scope is proposed.

5. Surveying for Easements and Additional Topo

- 5.1. Minor additional topographic survey is needed to cover areas that were outside the original survey boundary. This is due to alignment changes needed to avoid constraints such as storm drains in RM 150 and additional scope such as the new 8" sewer line for Kyle 35 Retail, Ltd. Some minor additional topo effort is also required to verify tie-in elevations due to differences in the project control between this project and the adjacent Southside Wastewater Improvements project.
- 5.2. The original scope did not include surveying efforts related to easements. This scope item includes survey efforts to prepare easement documents for the temporary and permanent sewer easements.

**MANPOWER/BUDGET ESTIMATE
CITY OF KYLE
CENTER STREET WASTEWATER LINE IMPROVEMENTS
ADDITIONAL SERVICES**

Task	\$200.00	\$160.00	\$190.00	\$95.00	\$85.00	\$60.00									
	Principal Hrs	QA/QC Engineer Hrs	Project Manager Hrs	Project Engineer Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	CMEC \$	Arias \$	CDS \$	Softdig \$	Total Subconsultants \$	Expenses \$	Total Cost \$
Additional Services															
1 Goforth Casing			8		16		24	\$2,880					\$0	\$50	\$2,930
2 Investigation of Alternative Alignments			8	20			28	\$3,420					\$0		\$3,420
3 Change in Flow Rate			4	8	20		32	\$3,220					\$0	\$50	\$3,270
4 Stub Out for Kyle 35 Retail, Ltd		1	6	8	16	1	32	\$3,480					\$0		\$3,480
5 Surveying for Easements and Additional Topo			8	12	8		28	\$3,340			\$18,000		\$18,000	\$50	\$21,390
Subtotal	0	1	34	48	60	1	144	\$16,340	\$0	\$0	\$18,000	\$0	\$18,000	\$150	\$34,490



September 1, 2017

Michael Persyn, P.E.
K FRIESE + ASSOCIATES
16170 Jones Maltsberger Road, Suite 109
San Antonio, TX 78247

Ref: City of Kyle – Center St Sewer Line Project

Dear Mr. Persyn:

CDS Muery (CDSm) appreciates the opportunity to submit this proposal for surveying services related to the above-referenced project.

We have enclosed our Scope of Services and Fee Proposal for your review and approval.

CDSm looks forward to working with you on this project. Please call if you have any questions.
If this agreement meets with your approval, please execute by dating, signing, and returning a signed copy to us, which will serve as a Notice to Proceed.

Sincerely,

A handwritten signature in blue ink, appearing to read "DZercher", written over a horizontal line.

Darryl Zercher, RPLS
Senior Project Manager

**Civil Design Services, Inc., dba
CDS Muery**

ACCEPTANCE

This Proposal accepted this _____ day of _____, 2017.

By: _____
Title

Enclosures: Scope of Services and Fee Proposal
 Terms and Conditions
 Rate Schedule

CDS MUERY
SCOPE OF SERVICES AND FEE PROPOSAL
September 1, 2017

Owner / Client: K FRIESE + ASSOCIATES

Project Name: City of Kyle – Center St Sewer Line Project

I. Project Scope: The proposed project includes the delivery of the following services in support of the referenced project:

1. Verification of existing project control and establishment of new control as necessary for additional topo areas.
2. Additional Topographic Survey
 - a. Collect approximately 50' wide topographic survey, centered on proposed sewerline alignment from station 19+00 to 28+10. Eastern limit of topo will be the back of curb of RM 150, Western limit will be West side of permanent water easement.
 - b. Collect approximately 50' wide topographic survey, centered on proposed sewerline alignment from station 66+00 to 67+00.
 - c. Collect topo survey on North side of Goforth Road, near station 60+25. In vicinity of new ditch along Goforth.
3. In the vicinity of proposed easements, research tract information, adjoining or crossing existing sewer line, for any revised ownership or subdivided property.
4. Prepare easement documents for new 20 feet wide water easement from station 20+50 to 56+85 (approx.)
5. Prepare easement documents for 50 feet wide temporary construction easement from 10+00 to 68+50 (Approx.)
6. Determine location of TxDOT ROW at the northeast quadrant of Goforth Road and IH 35.
7. Provide coordination to determine tie in verification on South end of project near station 10+00.

II. ASSUMPTIONS AND EXCLUSIONS

CDSm has prepared this scope of services and fee proposal based on the following assumptions and exclusions:

1. If necessary, City of Kyle will assist with Right of Entry on Private Property

III. ADDITIONAL SERVICES

Any work requested and authorized by the Owner/Client to be performed by CDSm that **has not** been described above will be provided as an additional service to the contract between Owner/Client and CDSm.

Billing and payment terms shall be negotiated at the time of request for additional services. No additional services will be provided without written authorization from the Client.

IV. FEE PROPOSAL

CDSm will provide the above project scope of services on a **FIXED FEE** basis as follows:

\$ 18,000.00 plus applicable sales tax

Invoices and Payments shall be made monthly for services performed the previous month based on a percent complete basis. Invoices shall be payable within 30 days after invoice date.

V. SCHEDULE

CDSm will complete the project scope, described above, within **20 business days** of receiving Notice to Proceed.

TERMS AND CONDITIONS

STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

TIMELINESS OF PERFORMANCE

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

The Consultant shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence Consultant cannot ascertain.

BILLING/PAYMENTS

Invoices for Consultant services shall be submitted, at Consultant option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

LATE PAYMENTS

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

BURIED UTILITIES AND/OR STRUCTURES

Consultant will perform research to locate utility lines and other man-made objects that may exist beneath the site's surface. Client will furnish to Consultant all available records and information identifying the type and location of utility lines and other man-made objects beneath the site's surface.

Consultant will show on prepared drawings the locations of the subsurface facilities and locations of intended penetrations. Client will review the drawings and approve the penetration locations before any penetrations are made.

Client recognizes that, despite due care, Consultant may be unable to identify the location of all subsurface utility lines and man-made objects, and information obtained by Consultant may contain errors or be incomplete. Client shall, to the fullest extent permitted by law, waive any claim against Consultant, and indemnify and hold Consultant harmless from any claim or liability for injury or loss arising from damage to or contact with buried utility lines or other buried man-made objects that were not called to Consultant's attention or which were not properly located on drawings furnished to Consultant.

CONSTRUCTION OBSERVATION

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

JOBSITE SAFETY

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made an

additional insured under the General Contractor's policies of general liability insurance.

RECORD DOCUMENTS

Upon completion of the Work, the Consultant shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up records drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant shall assume will be reliable; the Consultant cannot and does not warrant their accuracy.

OWNERSHIP OF DOCUMENTS

All documents including original drawings, estimates, specifications, field notes, and data will remain the property of Consultant as instruments of service. However, it is understood that the Client shall have free access to all such information with the right to make and retain copies of drawings and all other information. Any reuse without specific written consent from Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant.

CHANGED CONDITIONS

Client has relied on Consultant's professional judgment in establishing Consultant's scope of service and fee for this project, given the project's nature and risks. Client shall also rely on Consultant's professional judgment in evaluating the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to Consultant. Should Consultant call for contract renegotiation, Consultant shall identify the changed conditions that in Consultant's professional judgment make such renegotiation necessary, and Consultant and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, Consultant shall have the right to terminate this Agreement without penalty, as per the Termination clause outlined below.

TERMINATION

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on

the compensation and schedule adjustments necessitated by such changes.

DISPUTE RESOLUTION

Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**CDS MUERY - RATE SCHEDULE
2017**

Personnel:

Principal	-	\$ 195.00 per hour
Senior Project Engineer/Manager	-	\$ 175.00 per hour
Project Manager	-	\$ 150.00 per hour
Project Engineer	-	\$ 135.00 per hour
Staff Engineer	-	\$ 105.00 per hour
Senior Engineering Technician	-	\$ 115.00 per hour
Engineering Technician	-	\$ 85.00 per hour
Construction Manager	-	\$ 120.00 per hour
Senior Project Surveyor	-	\$ 160.00 per hour
Project Surveyor	-	\$ 125.00 per hour
Senior Surveying Technician	-	\$ 100.00 per hour
Surveying Technician	-	\$ 80.00 per hour
Draftsman I	-	\$ 55.00 per hour
Clerical/Messenger	-	\$ 75.00 per hour

The rate for expert testimony shall be negotiated at the time of request.

Survey Crews:

Survey crews are available at fixed hourly party rates. Hourly rates include normal supplies used in the field such as laths, guards, flagging, etc.

One (1) man field crew	-	\$ 85.00 per hour
Two (2) man field crew	-	\$ 125.00 per hour
Three (3) man field crew	-	\$ 150.00 per hour
Four (4) man field crew	-	\$ 170.00 per hour
GPS - One (1) man crew	-	\$ 105.00 per hour
GPS - Two (2) man crew	-	\$ 150.00 per hour
GPS - Three (3) man crew	-	\$ 175.00 per hour
GPS - Four (4) man crew	-	\$ 200.00 per hour

Overtime charges:

Any jobs requiring personnel to work overtime to meet schedules set by the client will be billed at a premium multiplier of 1.5 times the standard hourly rate.

Travel Expenses:

Travel charges for survey crews on projects involving overnight stay will be billed at standard crew rates.

Per-diem of \$40.00 per person plus hotel costs will be charged on any jobs where field crews or office personnel must stay out of town overnight.

Purchased Services:

All purchased services are billed at actual cost plus 10%. These services include but are not limited to out of house reproduction, approved subcontract services and special supplies.