

July 27, 2021

James Mayor
Mayor - City of Spring Branch
PO Box 1143
Spring Branch, Texas 78070

Re: Subdivision Ordinance Update

Dear Mayor:

Freeland Turk Engineering Group, LLC (FTEG) is submitting this fee proposal to provide Services related to updating the City of Spring Branch's Subdivision Ordinance.

Scope of Work

- Attend a kick-off meeting and discuss the City's strategic development goals.
- Collect data and revise the current subdivision ordinance to accomplish the stated goals.
- Coordinate revisions with the City's attorney.
- Submit a draft of the revised ordinance to the City for review and comment.
- Assist in obtaining City Commission approval.
- Attend in-person / virtual meetings as requested.

Owner / Client Responsibility

- Provide any pertinent information related to land development within the city limits and ETJ.
- Provide FTEG with strategic development related goals driving the subdivision ordinance updates. FTEG will draft updates to the ordinance to accomplish these goals.
- Provide one primary point of contact.
- Provide a msword file of the current subdivision ordinance, if available.

Schedule

FTEG suggests allocating approximately 3 months to accomplish the update. A schedule breakdown is provided below.

- Kickoff Meeting, Strategic Development Goals and Data Collection 1 Month
- Draft of Subdivision Ordinance Update - 1 Month
- City Review and City Council Consideration 1 Month

Compensation

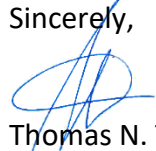
FTEG proposes to complete the scope of work described herein based hourly rates plus reimbursable expenses. The suggested budget for this work is \$10,000 and will not be exceeded with authorization from the City of Spring Branch.

Terms and Conditions

Please review the attached Terms of Agreement and Rate Schedule and contact us if there are any questions. If the agreement is acceptable, please indicate approval and notice to proceed by signing below.

We appreciate the opportunity to submit this proposal and look forward to working with you on this assignment. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us.

Sincerely,



Thomas N. Turk, P.E.
Principal

Approval Signature

Date

Attachments: Terms of Agreement and Rate Schedule

TERMS OF AGREEMENT AND RATE SCHEDULE

Basic Agreement and Period of Service – Freeland Turk Engineering Group, LLC (Engineer) shall provide and furnish the services described herein within the time frame set forth in this agreement. Work required that is not specifically described in the scope of services is considered additional services and is not included in the quoted fee.

Payment - Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month from said thirtieth day, and (2) in addition if the Owner fails to make any payment, the Engineer may, with written notice, suspend services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. The Engineering has the right to terminate the agreement, upon written notice, if the Owner fails to make any payment. Owner waives any and all claims against Engineer for any such suspension. Engineer may also request retainer prior to beginning work on new contracts. Engineer understands invoice are to be submitted to Owner by the 25th day of each month to meet the 30-day payment.

Termination - The obligation to continue performance under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Owner may terminate this agreement for convenience. In the event of any termination by the Owner, the Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the date of termination. Either party shall notify the other party in writing of any default in the performance of any obligation under this agreement and allow any defaults to be cured within 7 days of notice. Non-payment by Owner will result in immediate suspension of work upon notice in writing if due and outstanding. If the defaults are not cured within that time frame, the Engineer has the right to suspend work immediately upon written notice and terminate the agreement.

Indemnification and Limitations of Liability - To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, provided that any such claim, action, loss, damages,

or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the specific Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed \$500,000 by Engineer under this Agreement.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement.

Disputes - Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. This Agreement is to be governed by the laws of the State Texas.

Total Agreement - This Agreement (including the Proposal, Terms of Agreement, Rate Schedules and any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

2021-2022 Rate Schedule
Freeland Turk Engineering Group, LLC

The following rate schedule is in affect for the calendar year specified and is subject to change beyond 2022. **Hourly Rates**

Principal	\$ 175 /hour
Senior Project Manager	\$ 165 /hour
Project Manager	\$ 150 /hour
Sr. Design Engineer (P.E.)	\$ 145 /hour
Design Engineer (P.E.)	\$ 125 /hour
Engineering in Training (E.I.T)	\$ 110 /hour
Sr. Design Technician	\$ 110 /hour
Design Technician	\$ 90 /hour
CADD Technician	\$ 80 /hour
GIS Specialist	\$ 100 /hour
Administrative/Support Staff	\$ 75 /hour

Reimbursable Expenses

Mileage – Current IRS Standard Mileage Rate times Miles Traveled

Inside Office Printing - \$0.05 per page

Outside/Contract Printing & Plotting – Direct Cost plus 15%

Shipping – Direct Cost plus 15%

Other miscellaneous expenses – Direct Cost plus 15%

Following Reimbursable Expenses will require Owner approval

Overnight travel expenses (air fare, hotel, meals, rental cars, etc.) – Direct Cost plus 15%

Sub-consultants (except survey as scoped) – Direct Cost plus 15%