

## CITY OF ROLLINGWOOD PARK COMMISSION MEETING AGENDA

## Thursday, August 01, 2024

Notice is hereby given that the Park Commission of the City of Rollingwood, Texas will hold a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on August 01, 2024 at 12:00 PM. Members of the public and the Park Commission may participate in the meeting virtually, as long as a quorum of the Park Commission and the presiding officer are physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. The public may watch this meeting live and have the opportunity to comment via audio devices at the link below. The public may also participate in this meeting by dialing one of the toll-free numbers below and entering the meeting ID and Passcode.

Link: https://us02web.zoom.us/j/5307372193?pwd=QmNUbmZBQ1IwUINjNmk5RnJreIRFUT09

Toll-Free Numbers: (833) 548-0276 or (833) 548-0282

Meeting ID: 530 737 2193

## Password: 9fryms

The public will be permitted to offer public comments via their audio devices when logged in to the meeting or telephonically by calling in as provided by the agenda and as permitted by the presiding officer during the meeting. If a member of the public is having difficulties accessing the public meeting, they can contact the city at mrodriguez@rollingwoodtx.gov. Written questions or comments may be submitted up to two hours before the meeting. A video recording of the meeting will be made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

## CALL PARK COMMISSION MEETING TO ORDER

1. Roll Call

## PUBLIC COMMENTS

Citizens wishing to address the Park Commission for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, the Park Commission is restricted from discussing or taking action on items not listed on the agenda.

Citizens who wish to address the Park Commission with regard to matters on the agenda will be received at the time the item is considered.

## **CONSENT AGENDA**

All Consent Agenda items listed are considered to be routine by the Park Commission and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Board Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

2. Discussion and possible action on the minutes from the July 9, 2024 Park Commission meeting

## **REGULAR AGENDA**

- <u>3.</u> Discussion regarding Quarterly Park Walk Through report from Public Works
- <u>4.</u> Discussion and possible action on a recommendation to City Council regarding the use of the lower park for a movie night event for Eanes Elementary on December 7, 2024
- 5. Discussion and possible action regarding trail rehabilitation project
- 6. Update, discussion and possible action regarding tree proposal
- 7. Update from Western Hills Little League and Western Hills Girls Softball
- 8. Discussion regarding potential Park Commission budget requests

### ADJOURNMENT OF MEETING

## **CERTIFICATION OF POSTING**

I hereby certify that the above Notice of Meeting was posted on the bulletin board at the Rollingwood Municipal Building, in Rollingwood, Texas and to the City website at www.rollingwoodtx.gov at 5:00 p.m. on July 25, 2024.

## Ashley Wayman

Ashley Wayman, City Administrator

#### NOTICE -

The City of Rollingwood is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact the City Secretary, at (512) 327-1838 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

The Park Commission will announce that it will go into executive session, if necessary, to deliberate any matter listed on this agenda for which an exception to open meetings requirements permits such closed deliberation, including but not limited to consultation with the city's attorney(s) pursuant to Texas Government Code section 551.071, as announced at the time of the closed session.

Consultation with legal counsel pursuant to section 551.071 of the Texas Government Code;

discussion of personnel matters pursuant to section 551.074 of the Texas Government Code;

real estate acquisition pursuant to section 551.072 of the Texas Government Code;

prospective gifts pursuant to section 551.073 of the Texas Government Code;

security personnel and device pursuant to section 551.076 of the Texas Government Code;

and/or economic development pursuant to section 551.087 of the Texas Government Code.

Action, if any, will be taken in open session.



## CITY OF ROLLINGWOOD PARK COMMISSION MEETING MINUTES

## Tuesday, July 09, 2024

The Park Commission of the City of Rollingwood, Texas held a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on July 9, 2024. Members of the public and the Park Commission were able to participate in the meeting virtually, as long as a quorum of the Park Commission and the presiding officer were physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. A video recording of the meeting was made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

## CALL PARK COMMISSION MEETING TO ORDER

1. Roll Call

## Chair Melissa Morrow called the meeting to order at 12:01 p.m.

**Present Members:** Chair Melissa Morrow, May Elizabeth Cofer, Don Hudson, Victoria Johnson, Chad Smith, and Diana Wallace

**Also Present:** City Administrator Ashley Wayman and Assistant to the City Administrator Makayla Rodriguez

### PUBLIC COMMENTS

Assistant to the City Administrator Makayla Rodriguez read an email sent from Park Commission member Laurie Mills who was unable to attend the meeting.

## **CONSENT AGENDA**

2. Discussion and possible action on the minutes from the June 11, 2024 Park Commission meeting

# Chad Smith moved to approve the minutes. Don Hudson seconded the motion. The motion passed with 6 favor and 0 against.

### **REGULAR AGENDA**

3. Discussion and possible action regarding Park drainage proposals

Victoria Johnson discussed an updated drainage design from last month from Chris Maxwell-Gaines of Innovative Water Solutions for the fieldhouse area at the upper park that did not make it on the agenda. The Park Commission discussed the drainage proposal design.

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Chair Melissa Morrow requested that the erosion subcommittee move forward with the drainage proposal from Maas Verde Landscape Restoration. The Park Commission discussed the design from Innovative Water Solutions and Maas Verde Landscape Restoration as well as drainage solutions for the fieldhouse area.

City Administrator Ashley Wayman explained that City Council reviewed the proposal from Innovative Water Solution from last month and requested more detail. She continued to say that the proposal was in the process of being reviewed by the city engineers. Ms. Wayman said that the proposal may not be ready in time for the next City Council meeting. She discussed next steps, the bidding process, landscaping, and the retaining wall with the Park Commission.

City Administrator Ashley Wayman stated that no action is needed from the Park Commission in regards to the retaining wall at this time.

4. Discussion and possible action regarding trail rehabilitation project

Mary Elizabeth Cofer met with the trail subcommittee to discuss the proposal from Eischen General Contracting. She stated that it is difficult for her to make a recommendation because she does not have feedback from City Council. Don Hudson agreed and discussed the current trail condition as well as improvements. Mr. Hudson mentioned a conversation he had with Council member Kevin Glasheen in regards to trail improvements.

Mary Elizabeth Cofer discussed ways to reduce cost to move forward with the Eischen General Contracting proposal. She stated she would like to have a sustainable solution.

Victoria Johnson would like Tim Eischen to come back out and advise on areas of the trail that need to be improved if there is not enough funds to fix the entire trail. The Park Commission discussed erosion areas on the trail and materials that could reduce erosion.

Diana Wallace stated she would like to accomplish smaller projects before taking on bigger projects.

Chair Melissa Morrow asked questions of City Administrator Ashley Wayman in regards to next steps for a recommendation. City Administrator Ashley Wayman recommended sending an exceptional item to City Council. She stated that the park budget is \$118,000.

Don Hudson stated that Council Member Kevin Glasheen said he could get funds from City Council and RCDC for trail improvements.

The Park Commission and City Administrator Ashley Wayman discussed the trail proposals and getting an additional bid from Tim Eischen. The trail subcommittee will request additional budgetary estimates to improve the trail from Eischen General Contracting.

Mary Elizabeth Cofer moved for City Council to consider the proposal from Eischen General Contracting for the Rollingwood Park trail reconstruction and know that the Park Commission can come up with less expensive alternatives if needed in the form of an exceptional item. Chair Melissa Morrow seconded the motion.

Chair Melissa Morrow restated the motion.

The motion failed with 1 in favor and 3 against with 2 abstentions (Morrow and Johnson).

Victoria Johnson moved to get 2 or 3 trail alternatives from Tim Eischen to take to City Council. Diana Wallace. The motion passed with 6 in favor and 0 against.

5. Update, discussion and possible action regarding tree proposal

Mary Elizabeth Cofer stated that the tree subcommittee received an updated proposal from Maas Verde Landscape Restoration to plant trees in the upper park. The Park Commission discussed the location of trees to be planted, types of trees, and the cost of the proposal. Chad Smith recommended getting a second opinion to compare the price.

Chad Smith left the meeting at 1:03 p.m.

The Park Commission continued to discuss the proposal and maintenance.

Victoria Johnson asked City Administrator Ashley Wayman if the tree proposal could be an exceptional item. Ms. Wayman said it's possible if the Park Commission communicates with their City Council liaisons. City Administrator Ashley Wayman and the Park Commission also discussed the bidding process.

Don Hudson moved to approve the quotation from Maas Verde for adding trees and irrigation per his estimate for \$48,940.87 in the form of an exceptional item for the budget process. Diana Wallace seconded the motion. The motion passed with 5 in favor and 0 against.

Victoria Johnson asked questions in regards to allocating donations for the project if funding is not available.

6. Update from Western Hills Little League and Western Hills Girls Softball

City Administrator Ashley Wayman stated that there was not an update.

7. Discussion regarding potential Park Commission budget requests

This item was discussed in item 3 and 4.

#### **DEPARTMENT REPORTS**

8. Quarterly Rollingwood Police Department Park Report - July 2024

#### **ADJOURNMENT OF MEETING**

The meeting was adjourned at 1:13 p.m.

Minutes adopted on the	day of	, 2024.
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Melissa Morrow, Chair

ATTEST:

Ashley Wayman, City Administrator

### July 17, 2024 Park Walk Through

Don Hudson and Diana Wallace

#### **New Items Identified:**

#### **Upper Park**

- Ongoing erosion west of field house. Pending completed engineering and proposals for retaining wall.
- Misaligned stones, west of field house, at water crossing paved with border stones
   Proposal under consideration by Park Commission and City Council. Pending further direction on
   trail maintenance and improvement.
- 3. QUESTION: How much effort is required of Izzy and staff to maintain trail? Is it a large amount of time?

Public Works weed-eats the trails weekly. As for any other maintenance, Public Works maintains the trail as needed, such as trail border alignment and refreshing decomposed granite. See item #2.

- Multiple areas on trail between field house and cliff show granite surface washing over border stones, covering them up. Trail related – addressed in item #2.
- 5. Water crossing at north trail shows erosion, the outer run of border stones covered with DG Trail related addressed in item #2.
- Near northeast corner of trail, many loose border stones. Trail related – addressed in item #2.
- Grass Burrs (aka "goatheads") noticed along north portion of trail. Trail related – addressed in item #2.
- Northeast corner water crossing needs work. Trail related – addressed in item #2.
- What are loose border stones behind backstop at field 4 to be used for. It appears they may be staged there for erosion control behind backstop.
   It looks like the stones were being used for erosion control. Public Works re-stacked them, but I'm not sure when they were placed there.

- Drive way area and parking needs work. Could this be redone with layer of road base, then covered with hard gravel? Parking could be delineated in the gravel with border stones set with about 1" above the surface of the gravel.
   Pending capital project.
- 11. QUESTION: Where is east border between WHAC Pool and Rollingwood park? Here is a link to the property on TCAD: <u>https://travis.prodigycad.com/property-detail/107303</u>. If you go to the map view you can turn on the aerial map and it shows the property outline. This should be accurate within about 2 feet.
- 12. Railroad ties at parking lot bordering field 2 are misaligned and several show extensive rot. Will investigate.
- Parts of border buried with decomposed granite at south trail along Rollingwood Drive at field 2 Trail related – addressed in item #2.
- QUESTION: If City Council passes the proposed tree project, could we request donations for same from residents of Rollingwood? Yes.
- 15. Loose border stones, trail head at parking lot near Gentry Dr. Trail related – addressed in item #2.
- 16. Bermuda grass or other invasive grass showing up at trail head at parking near Gentry Dr Will investigate.
- 17. Cracked irrigation valve cover at entry to parking lot near Gentry. Will investigate.

#### **Lower Park**

- North of playscape, missing border stones, erosion Trail related – addressed in item #2.
- Some beautification needed at new slab, west side of Pavilion. Could be plants to soften appearance and soften sharp edges for walkers and others.
   Project is ongoing. Estimated completion is September.
- 20. Regarding large trees between City Hall and Pavilion; is it OK for mulch to contact base of tree. The amount and depth of mulch looks good at 1" to 1-1/2".

Public Works will pull back any mulch touching the base of the tree trunks.

- 21. COMMENT: The application of mulch in the beds at city hall looks GREAT! No action from staff.
- 22. Nut Sedge and other unwelcome grasses are coming up in beds at city hall. Will investigate.
- 23. Misaligned border stones at path from city hall to parking near Gentry. Trail related – addressed in item #2.

#### **Carry Over from Previous Walk Throughs:**

- 24. Erosion exists in many places along the walking trail. In some places it is more pronounced than others. In some places, it has washed out part of the trail. Trail border stones seriously misaligned along the trail near the field house. Trail related – addressed in item #2.
- 25. Erosion control needed at west side of Pavilion where water from the roof has washed out much of the dirt. We understand that Izzy and Kevin Glasheen have proposed extending the concrete slab where the water falls to prevent further erosion. Estimated completion for pavilion project is September.
- Parts of the trail border missing east of the playscape. This could be intentional to allow mowing equipment access to lawn.
   Trail related – addressed in item #2.

#### April 15, 2024 Park Walk Through

#### Laurie Mills and Chad Smith

#### New Items Identified:

1. Reinforce stairs from upper park parking lot to City Hall and trim landscape that is overgrown along stairs.

This has been completed.

- 2. Drainage in lower park just past the swing toward the back field. Public Works has cancelled out some of the irrigation heads in the area, this will alleviate some of the water build up. We are looking into adding decomposed granite to stop.
- 3. Redistribute gravel along the back walking trail at lower park where there are holes and weed control along trail (upper and lower). Public Works will keep addressing these issues as part of regular maintenance.

#### **Carry Over from Previous Walk Throughs:**

- 27. The drainage areas on the north and west sides of the lower park pavilion, including the area on the west side of the sidewalk. Drainage assessment in progress from by Maas Verde Landscape.
- 28. Some tree pruning needed near the butterfly garden. Some trees are contacting plants in the garden.

Will be maintained as needed.

## January 16, 2024 Park Walk Through

Melissa Morrow & Mary Elizabeth Cofer

#### New Items Identified:

1. We should host a community garden clean-up before Spring plantings?

No action by staff at this time.

- 2. Remove tree debris from the garden bed on Rollingwood Drive **Completed and will be maintained as needed.**
- 3. Upper playground mulch is low. This has been completed.
- 4. Straighten stones along the granite trail just west of the upper playground. **This has been completed.**
- 5. Bury wire between trail and restrooms just north of the upper playground. **This has been completed.**

#### **Carry Over from Previous Walk Throughs:**

- Hose reel at butterfly garden needs to be anchored to the tree or the ground. If not feasible, it should be replaced with a better solution.
   This has been completed.
- There is a large stand of a thorny shrubs, north side of park following the walking trail. These are slowly spreading via root suckers.
   Completed and will maintain as needed.
- 3. A collection of debris behind the Community Garden could be cleaned out if not needed. **This has been completed.**
- 4. Another bench, The Johnson Family Bench, needs a bolt and a washer to be added. The bolt has dug into the plastic.

This has been completed.

Mulch is mounded around a large tree between city hall and the Pavilion. Is this good for the tree? It is my understanding that excessive buildup can harm a tree.
 This has been completed.

### November 14, 2023 Park Walk Through

Victoria Johnson & Don Hudson

#### New Items Identified:

#### UPPER PARK

- 1. Serious erosion between field house and trail. This has been under consideration for a while, though no work has begun See 4.b.
- 2. We discussed how a water collection system could mitigate the flow to the lower park. See 4.b.
- 3. Three or four areas at the top of the cliff show a path water has been flowing during heavy rain, causing erosion.

Requires larger drainage solution, which the City Council is contemplating. No action by staff.

#### **Questions:**

- a. Does a Topographical map of the park grounds exist that clearly shows the elevations? Yes. Emailed to the Park Commission on 01/12/2024
- b. Would like update from City Council regarding item 1. erosion, and item 2. water collection system.

Council has requested proposal related to drainage near the field house. Staff will update the Park Commission once further action has been taken.

c. Would like update from City Council regarding a full drainage study, and the hiring of a civil engineer.

Council has requested proposal for full drainage study. Staff will update the Park Commission once further action has been taken.

- We observed several areas that could be used for memorial tree planting. Perhaps an area with a rock border that could accommodate four trees with a small concrete feature where minimal memorial plaques could be attached.
   No action by staff at this time.
- 5. We also observed that the area bordering the parking lot and the trail at field 2 could become a row of trees, replacing the large boulders that are currently. Such trees could be use as memorials.

No action by staff at this time.

**Update/Comments to Current Items** 

**Previous Completed Items** 

- Some rock borders, similar to the border that outlines the walking trails could be used to define parking spaces along the pool side of the parking on the drive to the back of the park.
   No action by staff at this time.
- We wondered who maintains the decomposed gravel corner area between the pool and the park at Rollingwood Drive.
   WHAC.
- 8. One of the memorial benches near the field house needs a bolt to be replaced. Don Hudson will take care of this.

#### No action by staff at this time.

9. We considered how pavers could be used on both sides of the memorial benches already in the park. Perhaps creating a bed of black gravel surrounding the benches with as many as 8 pavers on each side.

No action by staff at this time.

#### LOWER PARK

10. A peculiar structure exists along the trail east of the Community Garden, consisting of a plastic box on a metal frame, with some ventilation at the top. The thing is about 10' tall by about 2' x 2'. What is it? This is a Chimney Swift Habitat constructed as an Eagle Scout Project.

# Public Works investigated and noticed that there are 3-4 nests in the habitat and did not disturb the nests.

11. Mulch is mounded around a large tree between city hall and the Pavilion. Is this good for the tree? It is my understanding that excessive buildup can harm a tree. In progress.

Public Works will take back the mulch and allow the tree to breathe.

## Makayla Rodriguez

From:	Mary Elizabeth Cofer
Sent:	Tuesday, July 23, 2024 6:04 PM
To:	Makayla Rodriguez;
Subject:	use of Rollingwood park for Eanes movie night
Follow Up Flag:	Follow up
Flag Status:	Completed

## **Eanes Elementary Movie Night 2024**

Where: Rollingwood Lower Park (back field beyond the playground)

When: December 7, 5.00pm.

**Who**: This is a community event open to Eanes Elementary families and the wider Rollingwood community. Attendance to previous movie nights has been between 250-300.

\*note: it is a free event as it's intended to build community relations, people will be asked to RSVP so we can check numbers

What: Outdoor movie night showing Cool Runnings (with pre purchased pizza and pre ordered snack/goodie bags available on the night)

**Toy donation:** we will be asking attendees to bring a toy to donate to Travis County Sheriff's Brown Santa. The program provides assistance with gifts and food during the holiday season to families and elderly citizens in Travis County. Brown Santa is supported by Rollingwood Police Department.

**Parking and transportation**: Eanes Elementary is where all children k-5 in Rollingwood attend public school. The majority of the Rollingwood families attending the event will be able to walk there. People coming from outside Rollingwood will be asked to park in the upper parking lot or find appropriate street parking

**Equipment**: The movie rental company will provide a generator along with all required equipment to screen the movie (screen, speakers, projector)

**Set up, start and end time**: We would require access to the field from 4.30 to allow for the screen and equipment to be set up, we would invite the community to arrive at 5.00 with a plan of starting the movie as close to 5.30 as possible (sunset is at 5.30 and weather on the day will determine exact start time), the run time of the movie is 1hr38m. The event should be finished by 7.30pm.

**Clearing up:** We would clean up all the equipment and as much trash as possible after the movie finishes. We would return at 8.00am Sunday 8 to litter pick the field and ensure all clear up is completeduring daylight.

**Event layout**: We are hoping to use the large field beyond the playground for people to sit with blankets and chairs for the movie, we would like to use the pavilion to set up tables for handing out goodie bags and pre-purchased pizzas.

**Wheelchair accessibility**: We require the event to be ADA compliant and have been informed that the lower park meets this standard. We are hoping that we might get access to the restrooms in City Hall to allow accessible toilets to be provided on the same level as the event. (The majority of attendees will use the upper field house restrooms).

**Restrooms**: We would like to have access to both the restrooms in City Hall and the upper field house, to accommodate additional restroom needs.

Ellie Wheeler and Courtney Harvey are the contact persons with the Eanes group.

and

4.



ATX

#### **Rollingwood Park Trail Reconstruction Estimate**

Date: 6/7/24

**Scope of Work Summary**: There is currently approximately 1,900 linear feet of decomposed granite trail with limestone block edging creating a loop trail that requires reconstruction with *stabilized decomposed granite* to achieve the same aesthetic appearance and mitigate erosion and maintenance requirements as well as the associated expenses. The current trail and edging will have to be removed and new road base and stabilized decomposed granite will need to be applied to ensure adequate base compaction and cross slope drainage. It is possible to recycle the existing limestone edging although some additional limestone block and cement stabilized sand will be required to reconstruct the limestone edging correctly.

It is evident that the north and west side of the loop (approximately 900 linear feet) is experiencing erosion caused by sheet flowing water across the trail surface as well as limestone block edging failure. These types of environmental conditions require a strong binder to resist erosion and hold up to maintenance vehicle traffic during saturated/wet conditions (i.e., *Stalok Decomposed Granite*). The South and East side of this trail loop appears to have fewer drainage issues and warrants the use of water activated binder (i.e., *Stabilizer Decomposed Granite*). It is also noted that concrete transitions are needed between decomposed granite and concrete sidewalk/curb cut elements to ensure ADA compliance over time, trail use, and exposure to the elements.

It is possible for this project to be completed within a 2-month timeline (from demo to complete reconstruction) given fair working weather conditions and accessibility to working area. It is also possible for this project to be phased according to jobsite accessibility/park operations/scheduling and/or budget constraints. This type of phasing will have impacts on the estimate so please let me know if a phased project implementation is required.

Maas Verde is to complete Engineering Drainage Report that will inform the trail drainage infrastructure (Estimate for trail drainage infrastructure TBD after engineering drainage report is complete).

**Trail Reconstruction Alternatives and Budget**: EGC can also provide alternative trail surface construction methodologies and/or materials that could provide cost savings. These alternatives could include concrete, pervious concrete, and/or the removal of the limestone edging that can result in cost savings.



AVA SHARIFIAN 512.445.0128 ava@egcatx.com www.egcatx.com

TIM EISCHEN 512.949.9890 tim@egcatx.com 5.



#### ITEMIZED ESTIMATE:

<b>Construction Element</b>	Item Description		Estimated Total	
	CAT 299D2 skid with bucket and forks	\$	7,306.88	
	47" double drum ride-on roller	\$	7,306.88	
Equipment and Operations Necessary to	Equipment Operations	\$	35,073.00	
Demo and Repair Approximately 1,850	Hauling of all excavated materials	\$	3,507.00	
linear feet of trail	Water tank/truck	\$	1,500.00	
	Subtotal	\$	54,693.75	
	Stalok DG Material	\$	49,297.05	
	Stabilizer DG Material	\$	11,907.50	
	Road base	\$	6,645.60	
	Portland cement	\$	1,591.44	
	Sand	\$	4,340.28	
Application of new material	Limestone cut block (6"x6") Allowance	\$	1,139.87	
	Backfill soil allowance	\$	3,288.09	
	Labor	\$	85,000.00	
	Subtotal	\$	163,209.84	
	Allowance for Tree protection	\$	3,653.44	
	Allowance for Concrete transition elements	\$	10,960.31	
	Fuel for equipment and generators	\$	730.69	
	Erosion Control silt fence for approximately 1900 lf	\$	3,887.26	
	Allowance for irrigation repairs	\$	2,192.06	
Miscellaneous	Contingency for engineered drainage solutions TBD	\$	-	
	Staging security fencing	\$	1,948.50	
	Portable Toilet	\$	1,169.10	
	Subtotal	\$	24,541.36	
	Mobilization Fee	\$	7,500.00	
	Estimated Grand Total	\$	249,944.95	

**Note\*:** This estimate is subject to change. If construction phasing is required, the mobilization fee will need to be adjusted accordingly. EGC will be happy to work with the Rollingwood Park Team to develop additional itemized estimates for trail surface alternatives and/or value engineered alternatives for a consultation fee to be determined based on scope of work and desired deliverables.



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All Seasons Lawn Care 160 Tower View St Bastrop, TX 78602 allseasonlawncare2021@gmail.com +1 (512) 988-6171

#### Ismael Parra

Bill to Ismael Parra

#### **Estimate details**

Estimate no.: 1099 Estimate date: 05/12/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Landscaping Work	existing stone 4X6 parallel lines total feet 400	1	\$9,800.00	\$9,800.00
		explanation of job please note Well be removing existing stone so that way we can place concrete mix rib Bar then install back the stone. Leave a joint 1/2inch and to cover joints well use white cement with sand.			
		Install 100 sq. ft of decomposed granite			
		price per feet \$24.50 per feet parallel			

Total

\$9,800.00

## ESTIMATE

All Seasons Lawn Care 160 Tower View St Bastrop, TX 78602 allseasonlawncare2021@gmail.com +1 (512) 988-6171

## Isma

Bill to Isma

#### Estimate details

Estimate no.: 1109 Estimate date: 01/07/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Landscaping Work	existing stone 4X6 parallel lines total fee 5,200	1	\$106,600.00	\$106,600.00
		explanation of jobs please note Well be removing existing stone so that way we can place sand concrete rib bar then install back the stone and leave a joint 1/2 inch and cover joints well use white cement stone with sand.			
		price per feet \$20.50 per feet parallel			
		Total		\$10	06,600.00

## Google Map overview of trail assessment:

https://www.google.com/maps/d/u/0/viewer?mid=1CcMHKKa3bCzQlALrpDY2-LXpT3z1fM&ll=30.275380003063002%2C-97.78757835&z=19

## AGENDA ITEM SUMMARY SHEET City of Rollingwood Meeting Date: June 11, 2024

#### Submitted By:

Mary Elizabeth Cofer, Diana Wallace, Don Hudson

#### Agenda Item:

A quotation has been received by City Administration and members of the Tree Subcommittee or the Park Commission.

Ted Maas of Mass Verde will be present at the noon meeting on June 11 to discuss the quotation and take questions from the Park Commission members.

Two primary sites for the trees and other plantings have been identified in the upper park

- 1. Area between Butterfly Garden and fence for fields 3, 4, and 5. Tree selection and planting locations must make sure the trees do not shade the Butterfly Garden excessively as the sun moves across the sky.
- 2. Area between fields 2, fields 3, 4, and 5 and the parking area

#### Actions:

• Park Commission review and approval of final design and cost estimates before sending to City Council

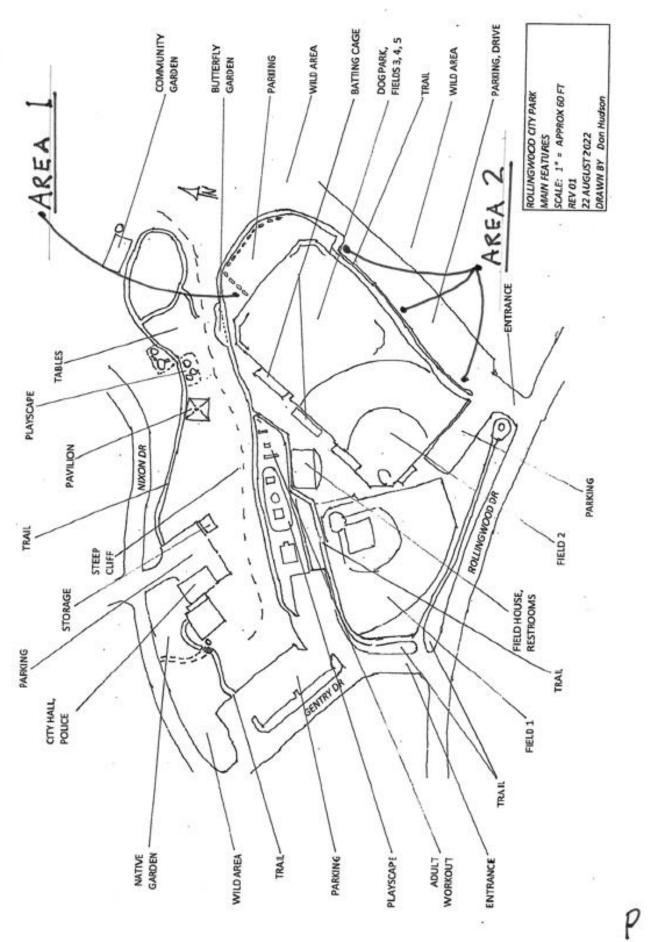
#### Fiscal Impacts:

- Costs provided in attached Maas Verde quotation. See attachment
- RCDC may be able to contribute some funding to this effort.

#### Attachments:

- Map of park showing locations for tree planting.
- Pages 1 and 2 of Maas Verde 6 page quotation detailing costs for purchase and installation of trees, other plantings, and irrigation.
- **Note:** Addition of trees to the park came up earlier as a suggestion for how citizens could be honored for their long term connection and contribution of the City of Rollingwood and the Park. As the Tree Project has moved forward, the addition of trees to the park appears to no longer be a part of the discussion.

Is addressing honoring of citizens something needing further discussion or should it be tabled indefinitely?



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### CITY OF ROLLINGWOOD 403 NIXON DRIVE AUSTIN, TEXAS 78746

Sales: Ted Maas Tree Planting and Irrigation 403 Nixon Drive Austin, Texas 78746

Est ID: EST4663432 Date: May-30-2024

#### Tree and Other Planting

Scope of work:

- Plant trees along greenspace East of the ball fields, in between the trail and the asphalt parking lot. Also, planting
  in the triangular area North of the ball field and across the trail from the butterfly garden.
  - Use Microlife, an organic fertilizer, when planting to increase biological activity in the soil.
  - Plant trees in addition to grasses and shrubs around the rootzone of the trees to:
    - Increase water infiltration
    - Increase plant and root system diversity in the soil which increases soil function and nutrient cycling
    - Regulate temperature and moisture within the rootzone of the trees
    - Insulate the tree from wind
- Add native hardwood mulch to planting areas to increase moisture retention.

\*\*\*Plant selection is based on availability at the time of the project.

4 Each	OAK BURR PREMIUM - 65 Gal
5 Each	OAK CHINQUAPIN - 65 Gal
4 Each	OAK MONTEREY - 65 Gal
3 Each	REDBUD TEXAS - 24" Box
1 Each	MEXICAN PLUM - 15 Gal
45 Each	GRASS BIG MUHLY - 3 Gal
45 Each	GRASS GULF MUHLY - 5 Gal
80 Each	GRASS LITTLE BLUESTEM - 1 Gal

P.(512) 588-8173

Maas Verde Landscape Restoration
14500 Nutty Brown Rd.
Austin, Texas
78737

6.

\$36,077.75

page 1 of 6

https://maasverde.com/ andy@maasverde.com

35 Each	ANISACANTHUS FLAME - 3 Gal
35 Each	YUCCA TWISTLEAF GREEN - 5 Gal
41 Each	NOLINA LINDHEIMER - 5 Gal
45 Each	SALVIA GREGGII ASSORTED - 3 Gal
85 Each	GRASS SIDE OATS GRAMA - 1 Gal
32 Each	TEXAS AGARITA - 5 Gal
32 Each	ELBOW BUSH - 5 Gal
9 Each	Stakes - Arbor Brace
2 Days	Mini Skid Steer
2 Days	Excavator (2 Ton)
1 Days	Dump Trailer
15 CUYD	Texas Cut Hardwood Mulch
2 Each	Microlife Acidifier 40# - 40#
1 Each	Haul Off and Dump - Soil

#### Irrigation

\$10,096.75

Scope of work:

- Install three bubbler irrigation zones for the trees.
- Install three drip irrigation zones for plantings around the newly planted trees.
- 3 Each Irrigation Install Drip Zone

3	Irrigation	Install -	Bubbler	Zone
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		Subtotal	\$46,174.50
		Taxes	\$2,766.37
		Estimate Total	\$48,940.87
Contract Payme	ent Summary		
PO #	Contract #		

#### **Payment Terms and Conditions**

This Proposal expires 30 days from the date of this email. Upon the acceptance of the work, payment of the unpaid balance Fixed Contract Price when due together with such Value Added Taxes as may be applicable to such payment. The Estimate



#### CITY OF ROLLINGWOOD 403 NIXON DRIVE AUSTIN, TEXAS 78746

Sales: Ted MaasTree Planting and Irrigation403 Nixon Drive Austin, Texas 78746

## **Est ID:** EST4663432

Date: May-30-2024

#### **Tree and Other Planting**

0

Scope of work:

- Plant trees along greenspace East of the ball fields, in between the trail and the asphalt parking lot. Also, planting in the triangular area North of the ball field and across the trail from the butterfly garden.
  - Use Microlife, an organic fertilizer, when planting to increase biological activity in the soil.
    - Plant trees in addition to grasses and shrubs around the rootzone of the trees to:
      - Increase water infiltration
        - Increase plant and root system diversity in the soil which increases soil function and nutrient cycling
        - Regulate temperature and moisture within the rootzone of the trees
        - Insulate the tree from wind
- Add native hardwood mulch to planting areas to increase moisture retention.

\*\*\*Plant selection is based on availability at the time of the project.

4 Each	OAK BURR PREMIUM - 65 Gal
5 Each	OAK CHINQUAPIN - 65 Gal
4 Each	OAK MONTEREY - 65 Gal
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1 Each	MEXICAN PLUM - 15 Gal
45 Each	GRASS BIG MUHLY - 3 Gal
45 Each	GRASS GULF MUHLY - 5 Gal
80 Each	GRASS LITTLE BLUESTEM - 1 Gal

\$36,077.75

Page	26

JO 20		
	35 Each	ANISACANTHUS FLAME - 3 Gal
	35 Each	YUCCA TWISTLEAF GREEN - 5 Gal
	41 Each	NOLINA LINDHEIMER - 5 Gal
	45 Each	SALVIA GREGGII ASSORTED - 3 Gal
	85 Each	GRASS SIDE OATS GRAMA - 1 Gal
	32 Each	TEXAS AGARITA - 5 Gal
	32 Each	ELBOW BUSH - 5 Gal
	9 Each	Stakes - Arbor Brace
	2 Days	Mini Skid Steer
	2 Days	Excavator (2 Ton)
	1 Days	Dump Trailer
	15 CUYD	Texas Cut Hardwood Mulch
	2 Each	Microlife Acidifier 40# - 40#
	1 Each	Haul Off and Dump - Soil

## Irrigation

## \$10,096.75

#### Scope of work:

- Install three bubbler irrigation zones for the trees.
- Install three drip irrigation zones for plantings around the newly planted trees.

3 Each	Irrigation Install - Drip Zone		
3	Irrigation Install - Bubbler Zone		
		Subtotal	\$46,174.50
		Taxes	\$2,766.37
		Estimate Total	\$48,940.87
Contract Paym	nent Summary		
PO #	Contract #		

#### **Payment Terms and Conditions**

This Proposal expires 30 days from the date of this email. Upon the acceptance of the work, payment of the unpaid balance Fixed Contract Price when due together with such Value Added Taxes as may be applicable to such payment. The Estimate

#### Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Maas Verde Representations: Maas Verde will perform the Scope of Work in a workmanlike and professional manner in compliance with all applicable laws, regulations, codes, and restrictive covenants of which he is made aware.
- Client Representations: Client is the legal owner of the Property, or is otherwise authorized to contract for work on the Property. Client has undertaken its own due diligence to ascertain whether the Scope of Work is in compliance with any restrictive covenants, easements, and homeowner association requirements. Client is responsible for ascertaining property boundary and property lines on the Property and is responsible for identifying the location of same. Client will provide Maas Verde, its employees, agents, and subcontractors reasonable access to the Property and agrees to keep the Property clear of all known and potential hazards and agrees to keep pets properly restrained and out of the work area of the Property.
- Subcontractors: Maas Verde will perform the Scope of Work with its own employees and/or subcontractors retained by him depending upon the work requirements. Maas Verde will fully pay its subcontractors and in all instances remain responsible for the proper completion of the Scope of Work.
- Risk of Unknown Conditions: During the performance of its Scope of Work, Maas Verde may discover unknown or hidden sub-surface conditions, utility lines, water pondage or springs, or other conditions rendering performance of the Scope of Work impracticable. In such eventuality, Maas Verde may at its option renegotiate the Fixed Contract Price and Scope of Work taking into account such conditions, or terminate this Contract with payment owed for work performed prior to termination.
- Damaged Utilities: Should damage occur to utilities during construction, Maas Verde is only liable for the cost of the repair. Maas Verde is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Entire Agreement: The Contract reflects the entire agreement between Maas Verde and Client. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing and signed by both Maas Verde and Client.
- Dispute Resolution: If any dispute arises involving performance or payment under this Contract or if any damage or liabilities arise during the performance of the Scope of Work, any and all such controversies between the parties will be submitted to mandatory mediation as a condition precedent to any further proceeding. If such mediation cannot resolve the parties' differences, the parties to this Contract agree to submit to binding arbitration pursuant to the provisions of TEX. CIV. PRAC. & REM. CODE §171.001 et seq. as the parties' sole and exclusive remedy. Any arbitration will take place before a single arbitrator selected by agreement of the parties; however, if the parties cannot agree as to the selection of an arbitrator, the arbitrator will be appointed by a Travis County District Court Judge.

#### Procedure for Extra Work and Changes

Maas Verde and Client acknowledge and agree that minor inconsistencies or conflicts within the Scope of Work Addendum shall be resolved by Landscaper in its reasonable discretion. Further, unknown conditions on the Property such as concealed conditions on the property, unknown utilities or other sub-surface conditions, might require minor variations or revisions to the Scope of Work as it is being undertaken.

Maas Verde and Client acknowledge and agree that significant changes to the Scope of Work shall cause a revision to the Fixed Contract Price referenced in this Scope of Work and proposal. Significant changes to the Scope of Work will be proposed in the form of a Change Order(s). Maas Verde will not complete any Scope of Work related to any Change Order(s) without written acceptance of the Change Order(s) by the Client.

6.

#### **Material Tolerances**

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed form rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves Maas Verde of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: Maas Verde warrants all construction and installation for a period of one year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/quarantees. Planting is warranted for three months if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of Maas Verde. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations void all warrantees provided by Maas Verde.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has
  chosen and approved the use of substandard materials for any application that the one year warranty will be void
  or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the
  project not impacted directly or indirectly by use of substandard materials. Maas Verde will notify in writing to the
  Client any material that the Client has selected that would negatively impact the one year warranty of Maas Verde –
  prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. Maas Verde shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

#### Planting + Plant Warranty

- *Trees*: All trees are warranted for one growing season from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.
- *Shrubs and Perennials*: Shrubs and Perennials are guaranteed for thirty days from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.

- Page 29
   Plant Seasonality: Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will yold any warranty for those plants. Maas Verde will point out in writing to the Client any
  - the request of Clients will void any warranty for those plants. Maas Verde will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted with out voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
  - *Plant Availability*: In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, Maas Verde will work closely with the Client to provide a approved substitution(s) subject to availability.
  - *Plant Diseases*: Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform Maas Verde. Maas Verde will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, Maas Verde reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's heath fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, Maas Verde reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of Maas Verde. In all cases, Maas Verde shall work with the Client to minimize damage to the existing Contract related plants.
  - *Plant Replacement*: Maas Verde is entitled to up to one year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one year or wait for a suitable replacement. Should the plant be a matching pair or series, and it is not possible to replace, Maas Verde agrees to replace all plants in the series or pair at Maas Verde's cost.
  - *Lawns*: All new sod under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement.
  - Water Plants: Water plants are guaranteed for same-planted season only.
  - *Weeds*: Maas Verde shall use it's efforts to minimize any weeds, however, Maas Verde shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.
  - *Directions for Maintaining Plant Material*: Maas Verde will provide, verbally or in writing, a guide for the care and maintenance of all planning provided. Failure to comply with the guidelines set out therein shall void any warranty or guarantee provided by Maas Verde whether express or implied.
  - *Replacement plant material*: Maas Verde does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
  - *Required Maintenance*: Maas Verde will provide technical direction, verbally or in writing, for all plant material constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Maas Verde warranty on items so affected. Where Maas Verde recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, Maas Verde will also inform the Client and recommend possible solutions. However, Maas Verde is not obligated to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.
  - *Water Supply*: Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Ted Waas

Contractor:

Ted Maas

Client:

Signature Date:

06/05/2024

Signature Date:

Email: ted@maasverde.com



#### CITY OF ROLLINGWOOD 403 NIXON DRIVE AUSTIN, TEXAS 78746

Sales: Ted Maas
Tree Planting and Irrigation - Rollingwood Park
403 Nixon Drive Austin, Texas 78746

## **Est ID:** EST4663432

Date: May-30-2024

#### Tree and Other Planting

0

Scope of work:

- Plant trees along greenspace East of the ball fields, in between the trail and the asphalt parking lot. Also, planting in the triangular area North of the ball field and across the trail from the butterfly garden.
  - Use Microlife, an organic fertilizer, when planting to increase biological activity in the soil.
    - Plant grasses around the rootzone of the trees to:
      - Increase water infiltration
        - Increase plant and root system diversity in the soil which increases soil function and nutrient cycling
        - Regulate temperature and moisture within the rootzone of the trees
        - Insulate the tree from wind
- Add native hardwood mulch to planting areas to increase moisture retention.

\*\*\*Plant selection is based on availability at the time of the project.

4 Each	OAK BURR PREMIUM - 65 Gal
5 Each	OAK CHINQUAPIN - 65 Gal
4 Each	OAK MONTEREY - 65 Gal
3 Each	REDBUD TEXAS - 24" Box
1 Each	MEXICAN PLUM - 15 Gal
45 Each	GRASS BIG MUHLY - 3 Gal
45 Each	GRASS GULF MUHLY - 5 Gal
80 Each	GRASS LITTLE BLUESTEM - 1 Gal

\$28,421.41

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	85 Each	GRASS SIDE OATS GRAMA - 1 Gal	
		Design-Build Labor - Planting	
	9 Each	Stakes - Arbor Brace	
	2 Days	Mini Skid Steer	
	2 Days	Excavator (2 Ton)	
	1 Days	Dump Trailer	
		Delivery	material delivery (In-Town)
	15 CUYD	Texas Cut Hardwood Mulch	
	2 Each	Microlife Acidifier 40# - 40#	
	1 Each	Haul Off and Dump - Soil	

#### Irrigation

\$10,096.75

#### Scope of work:

- Install three bubbler irrigation zones for the trees.
- Install three drip irrigation zones for plantings around the newly planted trees.

3 Each Irrigation Install - Drip Zone	3	Irrigation Install - Bubbler Zone	
	3 Each	Irrigation Install - Drip Zone	

		Subtotal	\$30,510.10
		Taxes	\$2,134.72
		Estimate Total	\$40,652.88
Contract Payme	nt Summary		
PO #	Contract #		

#### **Payment Terms and Conditions**

This Proposal expires 30 days from the date of this email. Upon the acceptance of the work, payment of the unpaid balance Fixed Contract Price when due together with such Value Added Taxes as may be applicable to such payment. The Estimate Total is a Fixed Contract Price and will only change pursuant to section "*Procedure for Extra Work and Changes*" below.

#### Warranty and Tolerances

P.(512) 588-8173

- Maas Verde Representations: Maas Verde will perform the Scope of Work in a workmanlike and professional manner in compliance with all applicable laws, regulations, codes, and restrictive covenants of which he is made aware.
- Client Representations: Client is the legal owner of the Property, or is otherwise authorized to contract for work on the Property. Client has undertaken its own due diligence to ascertain whether the Scope of Work is in compliance with any restrictive covenants, easements, and homeowner association requirements. Client is responsible for ascertaining property boundary and property lines on the Property and is responsible for identifying the location of same. Client will provide Maas Verde, its employees, agents, and subcontractors reasonable access to the Property and agrees to keep the Property clear of all known and potential hazards and agrees to keep pets properly restrained and out of the work area of the Property.
- Subcontractors: Maas Verde will perform the Scope of Work with its own employees and/or subcontractors retained by him depending upon the work requirements. Maas Verde will fully pay its subcontractors and in all instances remain responsible for the proper completion of the Scope of Work.
- Risk of Unknown Conditions: During the performance of its Scope of Work, Maas Verde may discover unknown or hidden sub-surface conditions, utility lines, water pondage or springs, or other conditions rendering performance of the Scope of Work impracticable. In such eventuality, Maas Verde may at its option renegotiate the Fixed Contract Price and Scope of Work taking into account such conditions, or terminate this Contract with payment owed for work performed prior to termination.
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- Entire Agreement: The Contract reflects the entire agreement between Maas Verde and Client. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing and signed by both Maas Verde and Client.
- Dispute Resolution: If any dispute arises involving performance or payment under this Contract or if any damage or liabilities arise during the performance of the Scope of Work, any and all such controversies between the parties will be submitted to mandatory mediation as a condition precedent to any further proceeding. If such mediation cannot resolve the parties' differences, the parties to this Contract agree to submit to binding arbitration pursuant to the provisions of TEX. CIV. PRAC. & REM. CODE §171.001 et seq. as the parties' sole and exclusive remedy. Any arbitration will take place before a single arbitrator selected by agreement of the parties; however, if the parties cannot agree as to the selection of an arbitrator, the arbitrator will be appointed by a Travis County District Court Judge.

#### **Procedure for Extra Work and Changes**

Maas Verde and Client acknowledge and agree that minor inconsistencies or conflicts within the Scope of Work Addendum shall be resolved by Landscaper in its reasonable discretion. Further, unknown conditions on the Property such as concealed conditions on the property, unknown utilities or other sub-surface conditions, might require minor variations or revisions to the Scope of Work as it is being undertaken.

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#### **Material Tolerances**

• Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4

page 3 of 5

up to 3/8 inch gaps and the entire length of the wood.

- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed form rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves Maas Verde of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: Maas Verde warrants all construction and installation for a period of one year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for three months if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of Maas Verde. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations void all warrantees provided by Maas Verde.
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  or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the
  project not impacted directly or indirectly by use of substandard materials. Maas Verde will notify in writing to the
  Client any material that the Client has selected that would negatively impact the one year warranty of Maas Verde –
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  natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due
  to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected
  to accurately represent the total completed surface of a given construction or installation. Maas Verde shall
  endeavor to enable the Client to see or understand the representative range of color, surface texture, and related
  of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client
  for the final selection of those materials. Once the selection has been approved by the Client, the Client will be
  responsible for all costs associated with changing any given material should the Client change their mind during or
  after material is purchased or constructed.

#### Planting + Plant Warranty

- *Trees*: All trees are warranted for one growing season from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.
- *Shrubs and Perennials*: Shrubs and Perennials are guaranteed for thirty days from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.
- *Plant Seasonality*: Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. Maas Verde will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted with out voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- Plant Availability: In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure

in time for the required planting period associated with the Contract. In that event, Maas Verde will work closely with the Client to provide a approved substitution(s) – subject to availability.

- Plant Diseases: Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform Maas Verde. Maas Verde will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, Maas Verde reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's heath fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, Maas Verde reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of Maas Verde. In all cases, Maas Verde shall work with the Client to minimize damage to the existing Contract related plants.
- *Plant Replacement*: Maas Verde is entitled to up to one year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one year or wait for a suitable replacement. Should the plant be a matching pair or series, and it is not possible to replace, Maas Verde agrees to replace all plants in the series or pair at Maas Verde's cost.
- *Lawns*: All new sod under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement.
- *Water Plants*: Water plants are guaranteed for same-planted season only.
- Weeds: Maas Verde shall use it's efforts to minimize any weeds, however, Maas Verde shall not be required to
  inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any
  soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing
  weeds.
- Directions for Maintaining Plant Material: Maas Verde will provide, verbally or in writing, a guide for the care and maintenance of all planning provided. Failure to comply with the guidelines set out therein shall void any warranty or guarantee provided by Maas Verde whether express or implied.
- *Replacement plant material*: Maas Verde does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
- *Required Maintenance*: Maas Verde will provide technical direction, verbally or in writing, for all plant material constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Maas Verde warranty on items so affected. Where Maas Verde recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract. Maas Verde will also inform the Client and recommend possible solutions. However, Maas Verde is not obligated to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.
- *Water Supply*: Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Contractor:

Ted Maas

Client:

Signature Date:

07/02/2024

Signature Date:

Email: ted@maasverde.com