

INDIVIDUAL PROJECT ORDER NUMBER 002

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Seguin (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 20, 2026, which is incorporated herein by reference.

Identification of Project:

Project Name: 24-inch Geronimo Creek Sewer Interceptor Phase 2
KH Project Manager: Mario Valdez
Project Number: TBD

Specific scope of basic Services:

See Attachment A.

Schedule:

See Attachment A

Deliverables:

See Attachment A

Terms of compensation:


See Attachment A.

ACCEPTED:

CLIENT

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Nathan Cobler 

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 3/17/2026



Attachment A

March 17, 2026

Terri Lynn Ruckstuhl, P.E.
Utility Engineer
3027 N. Austin St.
Seguin, Texas 78155

RE: **City of Seguin – 24-inch Geronimo Creek Sewer Interceptor Phase 2**
Scope and Fee Proposal

Dear Mrs. Ruckstuhl:

Kimley-Horn and Associates (Kimley-Horn) is pleased to submit this scope and fee proposal for professional engineering services for the referenced project. This scope and fee proposal includes the following for the proposed project.

PROJECT UNDERSTANDING

The Professional (or Consultant) understands that City of Seguin (Client) seeks a proposal for design, bidding, and construction phase services to replace and upsize the existing 18-inch wastewater main to a 24-inch wastewater main in the general vicinity of Geronimo Creek. Kimley-Horn understands that the Basic Scope of Work will include the replacement and upsizing of approximately 5,000 linear feet of existing wastewater mains.

SCOPE OF SERVICES

The attached outline to Attachment A is the proposed basic scope of services to be completed by Kimley-Horn for this project. Additionally, supplemental services are provided in the event additional services are required.

ASSUMPTIONS

The following tasks document assumptions made by Kimley-Horn for development of this scope and fee proposal:

1. City will provide all relevant utility block maps and record drawings for City owned utilities within the project area.
2. All permit fees will be paid by the City.
3. City and/or City's consultant has determined the size of the proposed interceptor.
4. City will be responsible for performing any title searches and appraisals necessary to prepare easements. Consultant will solely provide easement documents for City.
5. City will obtain right-of-entries for consultant and subconsultants as needed for but not limited to site visits, environmental assessments, surveying, geotechnical bores, sub-surface engineering utility exploration.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mario Valdez', written in a cursive style.

Mario Valdez, P.E.
Project Manager
KIMLEY-HORN AND ASSOCIATES, INC.

Attachment A

City of Seguin – 24-inch Geronimo Creek Sewer Interceptor

SCOPE OF WORK

Project Definition and Background

The City of Seguin 36-inch Geronimo Creek Sewer Interceptor project (the “Project”) consists of the replacement and upsizing of existing wastewater main that is generally in the vicinity of Geronimo Creek. Based on information provided via email by the City of Seguin on December 8, 2025, Kimley-Horn understands that the Basic Services Scope of Work will include the complete replacement and upsizing of approximately 5,000 linear feet of existing wastewater mains in the vicinity of Geronimo Creek from approximately IH-10 to US-90.

Based upon information provided by City of Seguin (City), Basic Service improvements include approximately the following:

- Installation of approximately 5,000 LF of 24-inch sewer interceptor
- Miscellaneous tie-ins of existing sanitary sewer mains along the project corridor

Scope of Work

Kimley-Horn will in accordance with the terms and conditions of the Contract provide project management, plans, specifications, bid phase services, and construction phase services for the Project.

The Scope of Work is divided into eight (8) sections as follows:

- Task 1 - Project Management
- Task 2 - 30% Design Phase
- Task 3 - 60% Design Phase
- Task 4 - 90% Design Phase
- Task 5 - 100% Design
- Task 6 - Bidding Phase
- Task 7 - Construction Phase Services
- Task 8 - Close-out Phase
- Task 9 - Supplemental Services

Task 1 – Project Management

- 1.1 Prepare monthly invoicing.
- 1.2 Sub-contract management.
- 1.3 On-going coordination and communications with Client and internal team meetings.
- 1.4 Preparation of Design Schedule.

Task 2 – 30% Design Phase

- 2.1 Conduct a site visit, or multiple visits as required, to the project location and become familiar with the project and surrounding area.
- 2.2 Conduct project kick-off meeting with the City and prepare agenda, sign-in sheet, and meeting minutes.
- 2.3 Data collection – Gather all information (e.g. as-built documents, block maps, engineering reports, aerial images, etc..) for project. Coordinate with City and other utility providers within project limits. This includes initial outreach to TXDOT for the IH-10 and US-90 crossings and UPRR for the railroad crossing and any potential improvements.
- 2.4 Prepare a Technical Memorandum (TM)
 - a. The TM will include 30% plan and profile of recommended alignment.

Technical Memorandum shall include the following:

- Cover Page
- Table of Contents
- Introduction
 - Project Background
 - Project Goals
 - Project Scope
 - Data Collection
- Alternative Alignment Analysis
 - Design Guidelines
 - Alignment Alternatives
 - Pavement/Surface Impacts
 - Existing Utility Crossings/Potential Conflicts
 - Stakeholders Impacts and Considerations
 - Construction Methods/Constructability
 - Bypass
- Environmental (Desktop Review)
- Permitting and Stakeholder Coordination (UPRR and TXDOT)
- Opinion of Probable Construction Cost
- Conclusion/Recommendation

Submit the TM (in Adobe PDF format) to the Client for review and comment. Kimley-Horn will address comments from the Client, and provide a Final TM Sealed.

2.5 Quality Assurance and Control Reviews

Kimley-Horn will manage and be responsible for the quality of all its deliverables.

2.6 Conduct 30% workshop meeting with City and prepare agenda or presentation, sign-in sheet, and meeting minutes.

2.7 Cultural Resources

Kimley-Horn will provide a draft report of all results and preliminary NRHP evaluations and recommendations will be submitted to THC for review. A final report will be submitted once concurrence is achieved. Materials collected or generated from this project will be prepared for final curation at a THC-approved facility as per the requirements of the approved Antiquities Permit.

2.8 Environmental Constraints Review

Kimley-Horn will prepare a desktop and field analysis on the recommended alignment corridor to determine federal permitting requirements and hazardous materials concern. This work includes gathering available information on the proposed project site, conducting field work including waters and wetland delineations, threatened and endangered species (T&E) habitat assessments, and preparing a technical memorandum with finding and permitting recommendations, if any.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Project schedule.
2. Executed copy of this agreement.
3. Record drawings of existing sewer infrastructure within the project area.

Task 3 – 60% Design

3.1 Prepare 60% plans for the project. Plan sheets to be prepared by Kimley-Horn shall include the following:

- Cover/Sheet Index/General Notes
- Overall Quantities
- Project Control Map and Easements
- Sewer Project Layout
- Suggested Construction Sequencing
- Contractor Access and Staging
- Removal and Abandonment Plan
- Suggested Bypass Pumping Plan
- 24-inch Plan and Profile (12 P&P Sheets)

- Additional Sewer Laterals Plan and Profile at Tie-ins
 - 18-inch sewer at upstream tie-in
 - 24-inch sewer at upstream tie-in
 - 18-inch sewer at downstream tie-in
 - 24-inch sewer at downstream tie-in
- Tree Protection Plan and Tree Inventory
- General Details
- Sewer Details
- Trenchless Construction Details
- Traffic Control Details
- Erosion Control Notes and Details

3.2 Provide list of City and/or technical specifications for the sewer interceptor.

3.3 Prepare 60% Opinion of Probable Construction Costs.

3.4 Submit 60% plans and technical specifications (in Adobe PDF format) to the Client for review and comment. Kimley-Horn will address comments from the Client and provide updated (in Adobe PDF format) plans and specifications (in Adobe PDF format) for submittal to City.

3.5 Quality Assurance and Control Reviews

Kimley-Horn will manage and be responsible for the quality of all its deliverables.

3.6 Conduct 60% workshop meeting with City and prepare agenda or presentation, sign-in sheet, and meeting minutes.

3.7 Design Surveying

Kimley-Horn will provide the following design services.

- Gather ownership and deed information for base map preparation. KHA will research existing plats, ROW maps, and deeds to gather existing easement and boundary information in order to perform a retracement survey by locating fence corners, monuments, and iron pins to analyze existing ROW's and boundaries of the affected properties. The preliminary base map will display any ROW's easements and boundaries along with record land ownership information and addresses as publicly available through GCAD.
- Submit 811 ticket for each ROW that the project enters or crosses to mark existing utilities.
- Perform a boundary retracement survey on all affected properties to establish existing property lines and easements.
- Perform a topographic and tree survey of approximately 4,900 LF of 150-foot wide corridor and existing street/road ROW's to include the following.
 - Establish horizontal and vertical control based on the Texas State Plane Coordinate System, NAD 83, South Central Zone (4204), and vertical control based on NAVD 88, GEOID 18, both as established by GPS observations.

- Cross sections will be taken at 50-foot stations for the full width of the corridor and ROWs in which the sewer line runs through or crosses to include a significant grade break in-between, sufficient to produce 1-foot contours.
- Creek crossings will include top and toe of banks.
- Trees will be located in accordance with the current City of Seguin tree ordinance.
- Manholes will be detailed to include rim and invert elevations along with pipe sizes and material. Pictures annotated with the location number of the rim and interior of each manhole will be included.
- Valves will have measure downs to the top of nut elevation.
- Will locate the next MH and valve up and/or downstream from all manholes within the survey limits if accessible.
- All visible improvements and utilities will be located.
- Any 811 utility markings will be located.
- Survey up to 5 SUE test hole locations.
- Survey up to 9 Geotechnical bore locations.
- Prepare up to twenty (20) easement acquisition documents, either permanent or temporary, certified by the RPLS of record.

3.8 Subsurface Utility Exploration (SUE)

Kimley-Horn will provide Quality Service Level A subsurface utility exploration (SUE) services to identify the location and depth of existing utilities:

- Maximum of six (6) locations are included in this scope and have the following depths. It is assumed that three (3) potholes will be located within pavement limits.
 - One (1) Potholes – Depth of 0’-5’
 - Two (3) Potholes – Depth of 5’-8’
 - One (1) Pothole – Depth of 8’-13’

Locating services will be required, to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. All services shall be to the standard of care applicable in the subsurface engineering profession. The services shall meet or exceed the standard guidelines of ASCE C-I 38-02 circular for *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. Cost includes required incidental costs excavation permits, and surveying required to accurately map the locations of each pothole. This service does not include Police Officer or Expedited Permitting fees.

3.9 Geotechnical Report

Kimley-Horn will provide geotechnical investigation services to the extent necessary to characterize the subsurface soils for the areas affected by this project. Up to a maximum of nine (9) boring locations to an average depth of approximately 45-ft.

- Kimley-Horn will contact Texas811 One Call services to locate public utilities. Pre-drilling field reconnaissance will be conducted before each separate mobilization to assess existing site conditions at each of the planned boring locations and to initiate any needed subsurface utility

clearance activities. Information will be collected to determine access criteria to the boring locations (site clearing), and to determine the necessary traffic control measures for the field drilling activities.

- A formal geotechnical engineering report will be prepared by a licensed professional engineer in Texas.

Task 4 – 90% Design

4.1 Prepare and submit 90% plans and technical specifications (in Adobe PDF format) to the Client for review and comment. Kimley-Horn will address comments from the Client, and provide updated (in Adobe PDF format) plans and specifications (in Adobe PDF format) as well as responses to 60% comments for submittal to City.

4.2 Prepare 90% Opinion of Probable Construction Costs.

4.3 Address any additional comments from the City and submit final plans and technical specifications to the Client (in Adobe PDF format).

4.4 Quality Assurance and Control Reviews

Kimley-Horn will manage and be responsible for the quality of all its deliverables.

4.5 Conduct 90% workshop meeting with City and prepare agenda or presentation, sign-in sheet, and meeting minutes.

4.6 Attend up to ten (10) on-site meetings with property owners.

Task 5 – 100% Design

5.1 Prepare and submit 100% plans and technical specifications (in Adobe PDF format) to the Client for review and comment. Kimley-Horn will address comments from the Client, and provide updated (in Adobe PDF format) plans and specifications (in Adobe PDF format) as well as responses to 90% comments for submittal to City.

5.2 Prepare 100% Opinion of Probable Construction Costs.

5.3 Address any additional comments from the City and submit final plans and technical specifications to the Client (in Adobe PDF format).

5.4 Permit Coordination

Perform on-going coordination and communication with each permitting entity. Prepare and conduct coordination meetings with each of the following entities/agencies. This effort shall include the preparation and submission of the permits. Either through the City or as the City's representative.

- Texas Commission on Environmental Quality (TCEQ)
- Texas Department of Transportation (TXDOT)
- Union Pacific Railroad (UPRR)
- City of Seguin
- Guadalupe County

5.5 Bid-Ready Documents - Upon written notification from the City of Seguin, Kimley-Horn will proceed with providing Contract Documents (bid sets) for bidding. The Contract Documents will be submitted electronically. Kimley-Horn will package the final documents as Contract Documents for bidding suitable to obtain bids from qualified construction contractors.

Task 6 – Bidding Phase

6.1 Pre-bid Conference – Kimley-Horn will attend the Pre-bid Conference to present the project to prospective bidders and respond to questions. Kimley-Horn will submit a draft agenda for the City review at least one (1) working day prior to the conference and distribute the approved agenda and a sign-in sheet at the conference. Kimley-Horn will prepare meeting minutes.

6.2 Responses to Questions – Kimley-Horn will provide written interpretation of the intent of plans and specifications (Contract Documents) to City for distribution to potential bidders. Kimley-Horn will prepare a log of all bidders' questions and provide responses. Any changes to the Contract Documents resulting from bidders' questions will be addressed formally through an addendum.

6.3 Prepare Addenda – Kimley-Horn will prepare addenda required to clarify, correct or change the bid documents. This scope includes up to three (3) addenda. Addenda will be provided in Adobe .pdf (searchable) format and sealed by responsible engineer(s). Addenda will be issued to bidders through the City.

6.4 Evaluation of Bids - City will provide Kimley-Horn with the bid tabulation and the bid packets. Kimley-Horn will review the bid packet(s), prepare bid tabulation, determine if the apparent low bidder is the lowest responsible bidder, and prepare a letter of recommendation of award.

6.5 Conformed Bid Documents - Per the addenda issued, Kimley-Horn will update the Contract. Kimley-Horn will provide one (1) electronic copy containing the plans and specifications for the Project in Adobe (.pdf searchable) format. Conformed sets will be sealed and signed by responsible engineer(s).

Bid Phase Deliverables

In summary, Kimley-Horn will provide the following deliverables to the City as part of the bid phase services:

- Contract documents (bid sets) and 100% OPCC
- Pre-bid meeting agenda and meeting minutes
- Addenda
- Written response to questions from bidders
- Letter of recommendation of award
- Conformed drawings and specifications

Task 7 – Construction Phase

7.1 Pre-Construction Meeting

7.2 Monthly Construction Progress Meetings (Estimated 8-months construction schedule)

7.3 Construction Site Visits (Assumed up to one (1) monthly site visit throughout construction phase) Kimley-Horn will attend and lead monthly construction progress meetings with the Contractor and City staff. Kimley-Horn will preside over the meeting, prepare and distribute a meeting agenda, and prepare meeting minutes.

Kimley-Horn will also communicate and coordinate with City staff on an on-going basis throughout construction. This coordination and communication is included as part of this scope item.

7.4 Pay Estimate Reviews - Based on observations made during site visits, Kimley-Horn will review Contractor's monthly pay estimates and provide review comments, recommendations, and approvals to the City's representative.

7.5 Shop Drawings/Submittal Reviews

7.6 Request for Information (RFIs) - Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

7.7 Request for Proposals (RFPs) and Change Order (COs) - Kimley-Horn will prepare RFPs and Cos. Kimley-Horn may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. The RFPs/COs may be due to differing site conditions, unanticipated utility conflicts, and/or requested by the City. The services to be provided will include the following:

- Evaluate impact on design intent (calculations, drawings, specifications, construction cost, and construction duration).
- Provide calculations and sketches as required to facilitate construction.
- Develop drawing revisions.
- Provide contract changes.

7.8 Substantial and Final Completion Testing/Walk-Throughs

Following the notice from Contractor stating that Contractor considers the entire work ready for its intended use, Kimley-Horn's project manager and principal task managers (as appropriate) will conduct one (1) substantial completion walk-through/inspection.

Kimley-Horn will conduct one (1) final completion walk-through to determine if the completed work of Contractor is acceptable to both City and Kimley-Horn so that Kimley-Horn may recommend, in writing, the final payment to the Contractor. Following the final walk-through, Kimley-Horn will provide a letter of substantial completion if Kimley-Horn believes that the project has been completed in accordance with the Contract Documents.

Task 8 – Close-out Phase

8.1 Kimley-Horn will prepare Contract Record Drawings for the project from contractor's redlines.

Task 9 Supplemental Services

Supplemental Services shall only be performed by Kimley-Horn upon written authorization from the City. All supplemental services funds are subject to reallocation to other tasks depending on actual project needs.

9.1 – General Engineering Design

This scope is intended to encompass the design associated with items that were not clearly understood/defined at the time of scoping and fee development. Items in this task may include, but are not limited to, design of adjacent utilities that need relocation as a result of this project or design of siphon or other special sewer structures. This supplemental service will only be used upon formal direction from the City.

9.2 – Easement Documents

In the event additional easements beyond those already included in basic services are required for the project, Kimley-Horn will provide additional easements at the rate of \$2,500.00 per document set.

9.3 – Additional SUE Potholes

At the direction of the City's staff, Kimley-Horn may be required to perform additional SUE potholes beyond those scoped for the project, and conduct surveying as required to tie-in potholed features into design documents.

9.4 – Additional Geotechnical

Geotechnical Piezometers - At the direction of the City staff, Kimley-Horn may be required to install piezometers in selected borings beyond those scoped for the project. This budget will be used to scope out piezometers.

9.5 – Additional Environmental

After completion of the preliminary environmental studies included in the base scope of services, Kimley-Horn may identify additional studies, field work, or coordination required to meet federal environmental permitting requirements.

9.6 – Construction Inspections

It is assumed the construction inspections will occur over a 12-month active construction period.

- a) The consultant shall assign an experienced construction inspection resident project representative to the project, overseeing the construction phase of the project. Assigned RPR shall be responsible for coordinating with: (1) the contractor for the installation of the proposed sewer main; (2) the involved agencies (City, TxDOT, UPRR, others) on permit requirements; (3) residential or commercial entities required updates to the project activities; and (4) the design engineer and the client.
- b) RPR shall also validate each month's pay application as well as generating their own copy of the contractor's summary of installed quantities and related measurements.

- c) RPR shall attend monthly construction progress meetings and oversee all testing, for contractual compliance and coordinating with the City's operations staff and tie-ins, bypass, etc.

- d) The professional will have a full-time (40 hours per week) Resident Project Representative (RPR) on the Site for twelve (12) months. The duties, responsibilities and the limitations of authority of the RPR, and designated assistant are as follows:
 - a. RPR is the Professional's agent at the site, shall act as directed by and under the supervision of the Engineer, and shall confer with GIC regarding RPR's actions. The RPR's dealings in the matters pertaining to the on-site work shall in general be with the Engineer and Contractor, keeping owner advised as necessary. The RPR's dealing with subcontractors shall only be through or with full knowledge and approval of Contractor. The RPR shall generally communicate with Owner with the knowledge of and under the direction of the Engineer.
 - b. Duties and Responsibilities of RPR shall include:
 - i. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - ii. Schedules: Review the progress schedule, schedule of Shop Drawings submittals and schedules of values prepared by Contractor and consult with the Engineer concerning acceptability.
 - iii. Liaison – serve as the Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents: and assist the Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations. Assist in obtaining from Owner additional details or information, when requested.
 - c. Shop Drawings and Samples:
 - i. Receive samples furnished at the Site by the Contractor and notify the Engineer of availability of Samples for examination.
 - ii. Record date of receipt of Shop Drawings and Samples.
 - iii. Advise the Engineer and Contractor of the commencement of any work requiring a Shop Drawing or Sample if the submittal has not been approved by the Engineer.
 - d. Review of Work, Rejection of Defective Work, Inspections and Tests
 - i. Conduct on-site observations of the work in progress to determine if the work is in general proceeding in accordance with the Contract Documents.
 - ii. Based on the information, knowledge and belief of RPR, report to the Engineer whenever RPR believes that any work will not produce a completed project that conforms generally to the Contract Documents

- or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Engineer of work the RPR believe should be corrected or rejected or should be uncovered for observation, or required special testing, inspection or approval.
- iii. Verify that tests, equipment, and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures and start-ups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to the Engineer.
- e. Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
 - f. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to drawings or specifications and report with RPR's recommendations to the Engineer. Transmit to Contractor in writing decisions as issued by the Engineer.
 - g. Records: Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents, including all work change directives, addenda, change orders, field orders, written amendments, additional drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals, and correspondence received from and delivered to Contractor and other project related documents.
 - h. Reports
 - i. Furnish to the Engineer daily activity reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - ii. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - iii. Draft proposed written amendments, change orders and work change directives, obtaining backup material from contractor and recommend to Engineer written amendments, change orders, work change directives, and field orders.
 - iv. When known, report immediately to the Engineer and the City the occurrence of any accident.
 - i. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to City, noting particularly the relationship of the

payment requested to the schedule of values, work completed and materials and equipment at the site but not incorporated in the work.

- j. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certification, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to the City prior to final payment for the work.
- k. Completion:
 - i. Before the Engineer issues a certificate of substantial completion, submit to Contractor a list of observed items requiring completion or correction.
 - ii. Observe whether contractor has performed inspection required by laws or regulations, ordinances, codes or order applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - iii. Conduct a final inspection in the company of the Engineer, City, and Contractor and prepare a final list of items to be completed or corrected.
 - iv. Observe whether all items on final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.
- l. Limitations of Authority of RPR:
 - i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
 - ii. Shall not exceed limitations of Engineer's authority as set forth in Agreement of the Contract Documents.
 - iii. Shall not undertake any of the responsibilities of contractor, subcontractor, suppliers, or contractor's superintendent.
 - iv. Shall not advise on, issue directions relative to or assume control over an aspect of the means and methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - v. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
 - vi. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.
- e) Close-Out Documents
 - a. Record Drawings. The RPR shall maintain their own copy of the contractor's recorded progression of work, based on the daily coordination with the Contractor's installation activities. The Engineer may utilize this added construction project documentation to prepare their record drawings. The RPR shall prepare one (1) set of their daily recorded construction documentation at

the completion of the project and submit to the Engineer as a PDF via email within sixty (60) days of final completion.

- f) Asset Information
 - a. The RPR shall prepare a memorandum that provides the asset information for the new and abandoned or removed pipelines and above grade appurtenances for insurance purposes within thirty (30) days after substantial completion.
- g) Deliverables. The RPR shall provide the following deliverables to Engineer:
 - a. Project site visit memos and construction progress photos; and
 - b. One (1) hardcopy of the RPR redlines.

Exclusions

Unaccounted for services to be performed if authorized by the City, but which are not included in the above-described Basic and Supplemental Scope of Services, and once a mutually agreed upon fee is negotiated are as follows:

- Archeological mechanical trenching.
- Performing flow monitoring.
- Requesting an Approved Jurisdictional Determination from the USACE.
- Preparing a USACE Individual 404 Permit - In the event impacts exceed the threshold of a NWP, efforts to secure an Individual Permit (IP) would have to be authorized.
- Section 408 NEPA compliance documentation for modification to a USACE Public Works project.
- Presence/Absence surveys for any threatened or endangered species.
- Formal or informal coordination with USFWS for potential impacts to candidate, threatened, and/or endangered species.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- Preparing flood studies for determining base flood elevations to be used in the FPDP application.
- Preparation of additional easement documents beyond the number identified in the Scope of Services.
- Acting as an agent of City in the acquisition of permanent or temporary easements.
- Preparation of platting documents and/or real property survey for site acquisition.
- Accompanying City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Consultant will assist City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the City compliance efforts.
- Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- Making modification to the plans and specifications once the 90% documents have been reviewed and approved by the City. Modifications as a result of the delay in project construction or proposed project of another governmental entity initiated after the completion of 90% design.
- Providing additional project representative services, on-site inspection, during the construction phase of the project in addition to what is described in Task 9.6 of Supplemental Services.
- Services in connection with the construction layout on the ground, for the project.
- Monitoring ground movements that may result from trenchless pipe installations during construction.