

May 24, 2016

Mr. Michael Sharp
City of Seguin
PO Box 591
Seguin, Texas 78156

Re: Hidalgo Street and Roosevelt Drive Utility and Roadway Improvement Project

Dear Mr. Sharp:

We are pleased to submit the attached proposal for providing professional engineering services to the City of Seguin related to the design of the roadway and utility improvements on Hidalgo Street and Roosevelt Drive.


Freese and Nichols, Inc. (FNI) will provide surveying, geotechnical engineering, design, bid and construction phase services for approximately 1,780 LF of roadway improvements and 3,220 LF of water and sewer main improvements. We propose to provide these services for a total lump sum fee of \$291,719.00. Additional supplemental services have been identified and will be provided as authorized for the not to exceed fee of \$19,965.

We understand that schedule is important for this project and we are proposing to complete these services as indicated below:

PROJECT SCHEDULE	
Milestone	Anticipated Completion Date
Design Notice to Proceed	July 2016
Project Issued for Bid	February 2017
Construction Notice to Proceed	Spring 2017
Construction Substantial / Final Completion	Early 2018

We appreciate this opportunity to submit this proposal and we are looking forward to working with you and your staff. If additional information or clarification is desired, please do not hesitate to contact us.

Yours truly,



John C. Colquhoun, P.E.
Senior Project Manager



Charles Kucherka, P.E.
Client Representative

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This AGREEMENT is entered into by the City of Seguin, Texas, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: Engineering, design, bid and construction phase services related to the Roadway and Utility Improvements on Hidalgo Street and Utility Improvements on Roosevelt Drive.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$291,719.00. Supplemental services will be provided as authorized for the not to exceed fee of \$19,965.00. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the _____ day of _____, 2016

ATTEST:

City of Seguin, Texas

(OWNER)

By: _____

Print or Type Name and Title

Freese and Nichols, Inc.

(FNI)

By: Richard G. Kelley

Richard G. Kelley
Print or Type Name and Title

ATTEST:

Shonda Wade

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Background and Scope of Work:

Freese and Nichols, Inc. (FNI) has been contracted to provide design, bid and construction phase services for Roadway and Utility Improvements for the City of Seguin as follows:

- Roadway and Utility Improvement on Hidalgo Street from US 90 (W. Kingsbury St.) to FM 78 (W. New Braunfels St.). Provide full depth roadway reconstruction, adding concrete curb and gutter, and a 5' sidewalk on the east side of Hidalgo St. Replace the existing water and sewer mains with 8-inch mains. Provide a drainage analysis technical memo identifying the hydraulic capacity of the two (2) existing drainage flumes into Walnut Creek.
- Utility Improvements on Roosevelt Drive from SH 123 (N Austin St.) to 375 ft east of Woodland Drive. Replace the existing water and sewer mains with 8-inch mains. Street repair will be comprised of trench repairs with asphalt pavement.

The roadway and utility improvements will be constructed within existing right-of-way (ROW) and within proposed utility easements. Refer to the attached Exhibits A and B for additional information.

Project Assumptions:

1. FNI standard construction contract and front end documents will be used.
2. FNI will reference City specifications and standard details and supplement with FNI standard specifications as required. FNI standard documents will be provided in CSI 2004 format.
3. Plan and Profiles will be provided for roadway improvements on Hidalgo St. only. Plan and profiles for sewer main improvements will be provided on Hidalgo St. and Roosevelt Drive. Plan view only layouts will be provided for waterlines on Hidalgo St and Roosevelt Drive.
4. Plans will be produced in 22"x34" (full size) and 11" x 17" (half size) format.
5. Traffic Control Design and Storm Water Pollution Prevention Planning (SW3P) will be provided for Hidalgo St. and Roosevelt Dr.
6. Bid procurement method shall be by low bid and no alternative procurement methods will be required.
7. A geotechnical engineering report and AASHTO pavement design will be provided for the pavement design on Hidalgo Street and Roosevelt Drive.
8. Project Survey will be provided by FNI. Construction survey and staking will be provided by the Contractor.
9. Pavement for proposed utilities constructed on Roosevelt Dr. will be rehabilitated by trench repair. Complete street replacement on Roosevelt Dr. is not part of this scope.
10. FNI will provide general representation during construction and the City will provide all construction inspection. Quality assurance testing during construction will be provided by the Contractor.
11. Drainage is assumed to be handled within the capacity of the roadway. Design of underground storm sewer or modifications to existing drainage channels or outfalls into Walnut Branch are an additional service.
12. It is understood that the existing gas main within Hidalgo Street may need to be replaced. FNI will provide proposed plans to the gas company to coordinate location of proposed improvements in relation

to any gas utility improvements. The design of any improvements to franchise utilities, including gas, underground conversion of electrical, etc. are not included within this scope.

Subconsultants:

1. Sherwood Surveying & S.U.E. – Surveying and Subsurface Utility Engineering (SUE)
2. Arias and Associates – Geotechnical Engineering and Pavement design.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1. **PRELIMINARY DESIGN PHASE:** After the OWNER has issued written authorization, FNI shall provide professional services in this phase as follows:

A. PROJECT MANAGEMENT, SCHEDULING, AND RELATED ACTIVITIES

FNI will coordinate internally and also with the OWNER for initiation, planning, execution, monitoring/controlling and closeout of this phase. FNI will manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

- 1) Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Phase.
- 2) FNI will prepare and submit monthly invoices to the OWNER for payment in accordance with this agreement.
- 3) Develop a project Quality Assurance/Quality Control (QA/QC) Program and provide internal QA/QC reviews of all phase deliverables.

- ### B. MEETINGS:
- FNI will prepare meeting agendas and minutes for all meetings and workshops listed below:

- 1) Attend one preliminary design review meeting with the OWNER.

C. TOPOGRAPHICAL SURVEY AND ROW RE-TRACEMENT

- 1) Provide detail topographic survey of Hidalgo St. and Roosevelt Dr., right of way to right of way including intersections, and drainage flumes.
- 2) Locate all planimetric and topographic features for street and utility design engineering.
- 3) All existing utility locates to be identified and marked by Digress and others on the topographic survey, including level C SUE.
- 4) Boundary survey will be provided for work within Hidalgo Street. The apparent ROW will be surveyed along Roosevelt Drive.
- 5) Provide topographic survey rectified to NAD 83 State Planes Coordinates, Texas South Central Zone (Surface) and NAVD 88 Datum.

D. GEOTECHNICAL EXPLORATION AND PAVEMENT DESIGN

- 1) Perform seven (7) borings to a maximum depth of ten (10) feet each. Coordinate utility clearances and street cut permits in locating the borings and provide for traffic control. Traffic control will consist of flagmen and traffic cones. Borings will be patched with coldpatch after backfilling the holes with soil cuttings from the borings.
- 2) Provide pavement design recommendations based on AASHTO for Hidalgo Street. Provide a review of the existing pavement structure on Roosevelt Dr. to review the suitability of the proposed mill and overlay pavement rehabilitation. Provide an opinion on the suitability of the proposed

reclamation method, and include a full depth reconstruction option for Roosevelt Drive. The pavement design recommendation will be for asphalt pavement only, a concrete pavement design recommendation can be provided for as a supplemental service.

E. DRAINAGE AREA ANALYSIS (EXISTING)

- 1) H&H Analysis will be provided for work on Hidalgo Street only. The Federal Emergency Management Agency (FEMA) floodplain map shows a portion of the existing project is within designated floodplain (see attachment C). The following effort describes the effort to evaluate the pre-project drainage conditions (street and outfall channel capacity).
 - a) Perform one (1) site visit to review existing onsite drainage patterns, proposed onsite drainage patterns and confirm watershed drainage patterns.
 - b) Obtain and review readily available reports or studies relating to Walnut Branch. Request existing FEMA hydrologic and hydraulic models from FEMA.
 - c) Obtain GIS data consisting of aerial photography, stream network, parcel data, and topography. Delineate existing drainage area boundaries using GIS data and field verified data.
 - d) Use City of Seguin UDC to develop representative runoff coefficients for each drainage basin. Use TP-40 to develop rainfall intensities for each drainage basin. Use TR-55 to model existing flow patterns within project area. The TxDOT Hydraulic Design Manual will be used to supplement the City of Seguin UDC, where applicable.
 - e) Develop 2, 10, 25, 50, and 100-year storm event peak flows for existing conditions along Hidalgo Street using the Rational Method.
 - f) Utilize Manning's Equation and topographical survey information to evaluate the hydraulic capacity of the existing roadway (Hidalgo Street) and ROW and two (2) existing concrete drainage flumes outfalling into Walnut Branch.
 - g) Prepare a memorandum that provides a summary of the Hydrologic and Hydraulic Analysis and the capacity of the existing road, ROW, and outfall channels.
 - h) QA/QC of the Hydrologic and Hydraulic analyses and memorandum.
 - i) Meet with the City to discuss results and to discuss potential improvements to be included in the preliminary design (if needed).
 - j) Respond to one round of City Review comments related to the technical memorandum.

F. PRELIMINARY DESIGN: FNI will provide the following services:

- 1) FNI will provide proposed roadway typical sections identifying recommended lane widths and sidewalk locations and offsets based on the topographic survey, right-of-way retracement, geotechnical report and pavement design recommendation.
- 2) Plan and profile sheets of the existing roadways including a centerline and property lines, no proposed roadway improvements will be included. Preliminary plan view alignments of the water and sewer mains will be provided on the roadway plan and profile sheets.
- 3) Perform a hydraulic capacity analysis of the proposed roadway (Hidalgo Street) and ROW and prepare a memorandum documenting the results.
- 4) FNI will provide a preliminary Engineer's Opinion of Probable Cost (EOPC).

G. UTILITY COORDINATION: FNI will provide the following services:

- 1) Contact utility company representatives with known facilities within the project limits, provide a project location map, project description and request record data. Utility companies include, but are not limited to: AT&T, Centerpoint Energy and Time Warner Cable.

H. DELIVERABLES

Provide copies of plans and other data to OWNER as required. Furnish electronic and hard copies as shown for the following deliverables:

- 1) Project Design Schedule – one (1) electronic copy
- 2) Preliminary EOPC – one (1) electronic copy
- 3) Preliminary Design Plans
 - a. One (1) electronic copy by ftp.
 - b. Four (4) sets of 11”x17” half-size bound plans.
- 4) Drainage Technical Memorandum. A technical memorandum will be drafted to briefly summarize the analysis performed of the pre-project and post-project conditions, findings of the analysis and provide up to two conceptual alternative recommendations.
 - a. Summarize findings of the pre-project and post-project drainage analysis for the drainage flume, roadway and ROW.
 - b. Prepare a location map, FEMA floodplain map, pre-project drainage area exhibit and post-project drainage area exhibit.
 - c. Perform an internal QA/QC of Technical Memorandum
 - d. Submit three (3) hard copies of the Technical Memorandum.
- 5) Geotechnical Engineering report presenting the results of the soil borings and site specific pavement recommendations.

2. INTERMEDIATE DESIGN PHASE (60% COMPLETE)

A. PROJECT MANAGEMENT, SCHEDULING, AND RELATED ACTIVITIES

FNI will coordinate internally and also with the OWNER for initiation, planning, execution, monitoring/controlling and closeout of this phase. FNI will manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

- 1) Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Phase.
- 2) FNI will prepare and submit monthly invoices to the OWNER for payment in accordance with this agreement.
- 3) Provide internal QA/QC reviews of all phase deliverables.

B. MEETINGS: FNI will prepare meeting agendas and minutes for all meetings and workshops listed below:

- 1) Attend one 60% design review meeting with the OWNER.

C. INTERMEDIATE DESIGN: FNI will provide the following services:

- 1) Prepare 60% complete design plans for the project, including:
 - A) Title Sheet, Index of Sheets, General Notes, Project Layout and Quantity Summary Sheets.
 - B) Roadway existing and proposed typical sections.
 - C) Traffic Control Plan including typical sections and sequence of construction narrative.
 - D) Roadway plan and profile sheets (Hidalgo St. only).
 - E) Roadway intersection layouts at major intersections (Hidalgo St. only).
 - F) Proposed water main plan view sheets.
 - G) Proposed sanitary sewer plan and profiles sheets
- 2) Update the drainage area analysis to account for the roadway improvements and determine the hydraulic capacity of the proposed roadway and drainage flumes.
- 3) Updated 60% Engineer's Opinion of Probable Cost (EOPC).
- 4) Perform intermediate QC.
- 5) Utility coordination to include providing a PDF, and CAD files upon request, of the Intermediate plans to the utility companies representative.

D. DELIVERABLES

Provide copies of plans and other data to OWNER as required. Furnish electronic and hard copies as shown for the following deliverables for the Final Design Phase:

- 1) 60% Design Plans
 - a. One (1) electronic copy by ftp.
 - b. Four (4) sets of standard 11"x17" half-size plans.
 - c. Two (2) sets of standard 22" x 34" full sized plans.
 - d. Two (2) copies of the updated drainage technical memo.
 - 2) Project Design Schedule – one (1) electronic copy
 - 3) 60% EOPC – one (1) electronic copy and one (1) hard copy
3. FINAL DESIGN PHASE (90% COMPLETE): After the OWNER has issued written authorization, FNI shall provide professional services in this phase as follows:

A. PROJECT MANAGEMENT, SCHEDULING, AND RELATED ACTIVITIES

FNI will coordinate internally and also with the OWNER for initiation, planning, execution, monitoring/controlling and closeout of this phase. FNI will manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

- 1) Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Phase.
- 2) FNI will prepare and submit monthly invoices to the OWNER for payment in accordance with this agreement.

3) Provide internal QA/QC reviews of all phase deliverables.

B. MEETINGS: FNI will prepare meeting agendas and minutes for all meetings and workshops listed below:

1) Attend one 90% design review meeting with the OWNER.

C. FINAL DESIGN: FNI will provide the following services:

1) Prepare 90% complete design plans for the project, including:

- a. Update 60% plans based on City comments.
- b. Detailed Traffic Control plans including typical sections, sequence of work narrative and plan view layouts.
- c. Storm Water Pollution Prevention Plan (SWPPP) and details.
- d. Signing and Pavement marking layouts (Hidalgo St. only).
- e. Project construction details.

2) Prepare TxDOT permitting information and provide to the OWNER for submittal to TxDOT.

3) Prepare 90% complete contract documents and project specifications.

4) Updated 90% Engineer's Opinion of Probable Cost (EOPC).

5) Perform final QC and constructability analysis.

6) Utility coordination to include providing a PDF, and CAD files upon request, of the Final plans to the utility companies representative.

D. DELIVERABLES

Provide copies of plans and other data to OWNER as required. Furnish electronic and hard copies as shown for the following deliverables for the Final Design Phase:

1) 90% Construction Plans

- a. One (1) electronic copy by ftp.
- b. Four (4) sets of standard 22"x34 "full-size" bound plans
- c. One (1) set of 11"x17" half-size bound plans.

2) 90% Contract Documents and Technical Specifications

- a. One electronic copy by ftp.
- b. Four (4) hard copies.

3) Project Design Schedule – one (1) electronic copy

4) 90% EOPC – one (1) electronic copy and one (1) hard copy

4. READY FOR BID DESIGN (100% COMPLETE): After the OWNER has issued written authorization, FNI shall provide professional services in this phase as follows:

A. READY FOR BID DESIGN: FNI will provide the following services:

- 1) FNI will incorporate any comments on the 90% plans and specifications and prepare 100% complete plans and specifications for bidding purposes. 100% complete plans and specifications will be sealed bid documents for project advertisement.

B. DELIVERABLES

Provide copies of plans and other data to OWNER as required. Furnish electronic and hard copies as shown for the following deliverables for the Final Design Phase:

- 1) 100% Construction Plans
 - a. One (1) electronic copy by ftp.
 - b. Four (4) sets of standard 22"x34 "full-size" bound plans
 - c. One (1) set of 11"x17" half-size bound plans.
 - 2) 100% Contract Documents and Technical Specifications
 - a. One electronic copy by ftp.
 - b. Four (4) hard copies.
 - 3) Project Design Schedule – one (1) electronic copy
 - 4) 100% EOPC – one (1) electronic copy and one (1) hard copy
 - 5) Utility coordination to include providing a PDF, and CAD files upon request, of the bid plans to the utility companies representative.
5. BID PHASE: Upon completion of the design services, and approval of Design Phase drawings and specifications by the OWNER, FNI shall proceed with the performance of services in this phase. FNI shall provide professional services in this phase as follows:
- A. FNI will conduct one prebid meeting for the project.
 - B. FNI will set up the project on CivCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by FNI except as indicated below.
 - C. FNI will assist the OWNER by responding to questions, interpreting bid documents and preparing addenda to the bid documents if necessary.
 - D. FNI will assist the OWNER in the opening and analyzing of the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references, recommending award of contract or other actions as appropriate to be taken by the OWNER in the form of a Letter of Recommendation.
 - E. FNI will conform the construction documents by incorporating all addenda items into the plans and specifications.
6. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services, however, it is understood that FNI does not guarantee the

Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. FNI shall provide professional services in this phase as follows:

A. PHASE ASSUMPTIONS:

- 1) FNI's role during construction will primarily be for responding to RFI's, reviewing shop drawings, providing clarifications and interpretations to the plans and specifications and preparation of any required change orders.
- 2) Project submittals and coordination will be issued via an online documentation management system.

B. CONSTRUCTION PROJECT MANAGEMENT, SCHEDULING, AND RELATED ACTIVITIES

FNI will coordinate internally and also with the OWNER for initiation, planning, execution, monitoring/controlling and closeout of this phase. FNI will manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

- 1) The effort for this task is based on the project duration indicated in the Project Schedule.
- 2) Direction and coordination of FNI's staff and sub-consultants for completion of required tasks and deliverables for the Phase.
- 3) FNI will prepare and submit monthly invoices to the OWNER for payment in accordance with this agreement.
- 4) Interpret the drawings and specifications for OWNER and the Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

C. MEETINGS/SITE VISITS: FNI shall provide professional services in this task as follows:

- 1) Notify the Contractor of non-conforming work observed on site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- 2) Assist the OWNER in conducting one pre-construction conference with the Contractor selected for the project, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract. Pre-construction conference meeting minutes will be prepared by the Contractor.
- 3) Attend 1 site visit per month, for a maximum of 10 months, to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractor and will report any observed deficiencies to the OWNER. Visits to the site in excess of the specified number are an additional service.

- 4) Substantial Completion Site Visit – Conduct one site visit as a review of the Project for conformance with the design concept of the project and general compliance with the Construction Contract Documents. FNI will prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment.
- 5) Final Completion Site Visit – Conduct one site visit as a review of the Project for conformance with the design concept of the project and general compliance with the Construction Contract Documents. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor.

D. DOCUMENTATION MANAGEMENT: FNI shall provide professional services in this task as follows:

- 1) Review contractor's submittals, including:
 - a. Requests for information
 - b. Shop drawings
 - c. Record Data
 - d. Schedules
 - e. Construction Reports - Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
 - f. Pay Requests - Based on FNI's observations as an experienced and qualified design professional, the City inspector's monthly quantity summary report, and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- 2) Construction Contract Modification Requests
 - a. Establish procedures for administering constructive changes to the construction contracts.
 - b. Process contract modifications and negotiate with the Contractor on behalf of the OWNER to determine the cost and time impacts of these changes.
 - c. Prepare change order documentation for approved changes for execution by the OWNER.
 - d. Prepare documentation of field orders, where cost to the OWNER is not impacted.
 - e. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents requested by the Contractor and approved by the OWNER are an additional service.
 - f. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
- 3) Contractor Claims
 - a. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation.
 - b. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if

appropriate.

- c. Providing these services to review or evaluate construction contractor claim(s), supported by causes not within the control of FNI are an additional service.
 - 4) Miscellaneous other submittals in accordance with the requirements of the construction contract documents for the projects.
- E. CONSTRUCTION DRAWINGS: FNI shall provide professional services in this task as follows:
- 1) Provide the City and the Contractor construction plans and contract documents.
 - 2) FNI will provide the OWNER with the following documentation:
 - a. Construction Plans and Contract Documents (For use during Construction)
 - i. One electronic copy by ftp.
 - ii. Two (2) sets of standard 22"x34" "full-size" bound plans.
 - iii. Three (3) set of 11"x17" half-size bound plans.
 - iv. Five (5) copies of the conformed project contract documents.
- F. RECORD DRAWINGS: FNI shall provide professional services for this task as follows:
- 1) Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction.
 - 2) Survey: As-built locations of fire hydrants, water valves (X and Y only), and sanitary sewer manholes (X, Y, and Z flow lines).
 - 3) FNI will provide the OWNER one USB Flash Drive with the following documentation:
"Record Drawings" in .pdf and AutoCad formats on CD.

ARTICLE II

SUPPLEMENTAL SERVICES: FNI shall render the following supplemental professional services in connection with the development of the Project, if authorized by the OWNER, which are not included in the above described Basic Services:

1. Level A SUE. Provide six (6) level A SUE potholes at locations identified by FNI and approved by the City.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

1. Field layouts or the furnishing of construction line and grade surveys.
2. GIS mapping services or assistance with these services.

3. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
4. Providing renderings, model, and mock-ups requested by the OWNER.
5. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
6. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
7. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
8. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
9. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
10. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
11. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
12. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
13. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
14. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, NEPA document preparation, permitting assistance, and other assistance required to address environmental issues.
15. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
16. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

17. Services required to resolve bid protests or to rebid the projects for any reason.
18. Visits to the site in excess of the number of trips included above for periodic site visits, coordination meetings, or contract completion activities.
19. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
20. Providing services after the completion of the construction phase not specifically listed in Article I.
21. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
22. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
23. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
24. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
25. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
26. Provide follow-up professional services during Contractor's warranty period.
27. Formal consultation with the U. S. Fish and Wildlife Service.
28. Wildlife studies required by the U.S. Fish and Wildlife Service.
29. Preparation of a detailed wetland delineation and jurisdictional determination report.
30. Preparation of a pre-construction notification (PCN) for nationwide or regional general 404 permit coverage.
31. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
32. Preparation of a standard individual Section 404 permit application.
33. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
34. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
35. If required by the USACE, FNI can assist the City with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA.
36. Presence/absence surveys for federally listed threatened/endangered species.

37. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
38. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
39. Application for General Land Office easements.
40. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
41. Additional field investigations or analysis required to respond to public or regulatory agency comments.
42. Expert representation at legal proceedings or at contested hearings.
43. Mitigation monitoring if required by permit conditions.
44. Monitoring for compliance with permit conditions.
45. Additional modifications to the compensatory mitigation plan.
46. Assist with the payment of an EID processing fee if levied by the USACE.
47. Phase I and Phase II Environmental Site Assessments.
48. Survey for archeological and/or historic resources if deemed necessary by the THC.
49. Analysis and Design of a proposed roadway drainage system
50. Analysis and Design of a proposed drainage flumes
51. Easement Coordination effort
52. Floodplain Permit
53. Preparation and Coordination of CLOMR/LOMR submittal

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

PROJECT SCHEDULE	
Milestone/Deliverable	Calendar Days
Anticipated Notice to Proceed	July 2016
Preliminary Design Phase Submittal	64 days from Notice to Proceed
60% Design Phase Submittal	42 days following receipt of comments from City on Preliminary Design Phase
90% Design Phase Submittal	30 days following receipt of comments from City on 60% Design Submittal
100% Design/Bid Phase Documents Submittal	15 days following receipt of comments from City on 90% Design Submittal
Anticipated Advertisement Date	February 7, 2017
Bid Evaluations and Letter of Recommendation	10 days following receipt of bid packages
Anticipated Construction Duration	10 Months: May 2017 to February 2018
Provide Record Drawings and As-built survey	30 days from receipt of Contractor's As-Built Drawings

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.
- B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. OWNER shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. OWNER shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by OWNER.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this AGREEMENT or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article V.
- P. Provide the ESAL requirements for the pavement design

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative

Ricardo Cortes
Assistant City Manager
P.O. Box 591
205 N. River Street
Seguin, TX 78155
Phone: 830/379-3212
E-mail: rcortes@seguintexas.gov

FNI's Designated Representative

John C. Colquhoun, P.E.
4040 Broadway, Ste. 600
San Antonio, TX 78209
Phone: 210/298-3805
Fax: 210/298-3801
E-mail: jcc@freese.com

FNI's Accounting Representative

Billy Metzger
10431 Morado Circle
Ste. 300, Austin, TX 78759
Phone: 512/617-3177
Fax: 512/617-3101
E-mail: Billy.Metzger@freese.com

COMPENSATION

Compensation to FNI for the Basic Services shall be the lump sum of \$291,719.00. Compensation to FNI for the Supplemental Services as authorized shall be the not to exceed fee of \$19,965.00 If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services, FNI will notify City for City's written approval before proceeding.

TASK	COST
Preliminary Design Phase	
- Geotechnical Engineering and Pavement Design	\$11,896.00
- Survey Services	\$30,706.00
- Roadway and Utility Design	\$16,883.00
- Drainage Analysis	\$22,666.00
Intermediate Design Phase (60% Complete)	\$65,481.00
Final Design Phase (90% Complete)	\$50,077.00
Ready for Bid Phase (100% Complete)	\$25,132.00
Bid Phase Services	\$10,557.00
Construction Phase Services	\$45,128.00
Record Drawings/As-built Survey	\$13,193.00
Total Basic Services Fee	\$291,719.00
SUPPLEMENTAL SERVICES	COST
Level A SUE (Assumed 6 potholes @ \$3,040 EA). Additional potholes will be invoiced at the same unit price but not included in total project fee.	\$18,240.00
Additional Traffic Control for SUE at Major Intersection (Assumed 1 pothole @ \$1,725.00 EA). Additional potholes at major intersections will be invoiced at the same unit price but not included in total project fee.	\$1,725.00
Total Project Fee	\$311,684.00

Hidalgo Street

US 90 to FM 78

END PROJECT

BEGIN PROJECT



Roosevelt Dr.

SH 132 to 375 FT East of Woodland Dr.

EXHIBIT "B"



Google earth

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1000 ft

