



April 16, 2024

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

RE: ***City of Seguin – 36-inch Geronimo Creek Sewer Interceptor
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 existing 16-inch/18-inch wastewater main to a 36-inch wastewater main in the general vicinity of Geronimo Creek. Based upon the meeting conducted with the City of Seguin on February 29, 2024, Kimley-Horn understands that the Basic Scope of Work will include the replacement and upsizing of approximately 9,000 linear feet of existing wastewater mains.

SCOPE OF SERVICES

The tasks in Exhibit A attached outline 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 sub's as needed for but not limited to site visits, environmental assessments, surveying, geotechnical bores, sub-surface engineering utility exploration.

EXCLUSIONS

The services shown under Exclusions in Exhibit A are excluded from the basic scope of this project, but can be completed by Kimley-Horn upon execution of an additional service should the City request it

SCHEDULE

Kimley-Horn will provide engineering services for the project in accordance with the terms and conditions of the Contract, and in general accordance with the agreed upon schedule with the client.

FEE AND EXPENSES

Kimley-Horn will perform the basic services in Tasks 1 - 7 on a labor fee plus expense basis with the maximum labor fee shown below billed on an hourly basis per the attached rate schedule. Task 8 includes supplemental services and will solely be used as authorized by the City of Seguin.

Basic Services

<i>Task 1 Project Management</i>	<i>\$34,600.00</i>
<i>Task 2 30% Design Phase</i>	<i>\$90,400.00</i>
Task 2.6 Cultural Resources (Stantec)	\$17,840.50
Task 2.7 Environmental Constraints Review (Stantec)	\$14,727.70
<i>Task 3 60% Design Phase</i>	<i>\$354,100.00</i>
Task 3.6 Surveying (Maestas)	\$120,195.00
Task 3.7 Geotechnical Engineering (ECS)	\$41,690.00
Task 3.8 Subsurface Utility Exploration (Softdig)	\$28,840.00
<i>Task 4 90% Design Phase</i>	<i>\$126,100.00</i>
<i>Task 5 100% Design</i>	<i>\$132,500.00</i>
Task 5.1 Bidding Phase	\$32,300.00
<i>Task 6 Construction Phase</i>	<i>\$135,800.00</i>
<i>Task 7 Close-out Phase</i>	<i>\$15,600.00</i>
Basic Services Maximum Labor Fee	\$889,100.00

Supplemental Services

Task 8 Supplemental Services	\$57,900.00
Task 8.1 General Engineering Design	\$25,000.00
Task 8.2 Easement Documents (\$3,225.00/each)	\$12,900.00
Task 8.3 Additional SUE Potholes	\$10,000.00
Task 8.4 Additional Geotechnical	\$10,000.00
Total Supplemental Services	\$57,900.00

Total Maximum Labor Fee plus Supplemental Services **\$947,000.00**

Fees will be invoiced monthly based upon the services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Consultant will submit monthly progress invoices to Client in accordance with terms and conditions of executed professional services contract.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Seguin.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

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



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



Jeffrey Farnsworth, P.E.
Vice President
KIMLEY-HORN AND ASSOCIATES, INC.

The City of Seguin

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

Attachment – Hourly Labor Rate Schedule

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may, if ordered by a Court having subject matter jurisdiction over this contract, recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's

documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **Insurance.** Kimley-Horn shall, at its sole expense, provide and maintain Commercial General Liability and Error's and Omissions insurance that meets or exceeds the industry standard for professional services providers in Kimley-Horn's field of employment and for the type of services that are being performed by Kimley-Horn under this Agreement. Such insurance coverage shall cover Kimley-Horn's performance under this Agreement. A copy of the current Certificate of Liability insurance shall be submitted to the City. So long as this Agreement is in effect, Kimley-Horn shall not cause such insurance to be canceled nor permit such insurance to lapse.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$135 - \$145
Analyst II	\$155 - \$165
Professional	\$180 - \$195
Senior Professional I	\$260 - \$275
Senior Professional II	\$285 - \$300
Senior Technical Support	\$195 - \$205
Support Staff	\$115 - \$150
Technical Support	\$125 - \$150

Effective through December 31, 2025

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Exhibit A

City of Seguin – 36-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 upon a meeting conducted with City of Seguin on February 29, 2024, Kimley-Horn understands that the Basic Services Scope of Work will include the complete replacement and upsizing of approximately 9,000 linear feet of existing wastewater mains.

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

- Installation of approximately 9,000 LF of 36-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 and Bidding
- Task 6 - Construction Phase Services
- Task 7 - Close-out Phase
- Task 8 - 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 One (1) virtual meeting at the following milestones 30%, 60%, 90% Design Phase. Contract Documents and discuss comments provided by the Client. Provide meeting minutes to the Client.
- 1.5 Preparation of Design Schedule.
- 1.6 Attend a maximum of two (2) meetings with developer for technical support.

Task 2 – 30% Design Phase

- 2.1 Conduct a site visit, or multiple visits as required, to each project location and become familiar with the project and surrounding area.
- 2.2 Conduct project kick-off meeting with 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 US 90 crossing and any potential improvements.
- 2.4 Prepare a Technical Memorandum (TM)
 - a. The TM will include 30% plan and profile of recommended alignment.
 - b. All required information related to the proposed development shall be provided by the Client.

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 (Developer 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 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.

2.7 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. Proposed development layout and development plan that impacts sewer alignment.
2. Project schedule.
3. Executed copy of this agreement.

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
- 36-inch Plan and Profile (23 P&P Sheets)
- Additional Sewer Laterals Plan and Profile at Tie-ins
 - 12-inch sewer at upstream tie-in
 - 24-inch sewer at upstream tie-in
 - 8-inch sewer for tie-in north of US 90
 - 18-inch sewer tie-in at re-route adjacent to Stream development
 - 20-inch sewer at downstream tie-in

- General Details
- Sewer 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 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 8,300 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 breaks 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 down stream 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 10 SUE test hole locations.
- Survey up to 10 Geotechnical bore locations.

Easement Documents Prepare up to four (4) easement acquisition documents certified by the RPLS of record.

3.7 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 ten (10) locations are included in this scope. It is assumed that potholes are located outside pavement limits and have the following depths.
 - Five (5) Potholes – Depth of 0’-5’
 - Three (3) Potholes – Depth of 5’-8’
 - One (1) Pothole – Depth of 8’-13’
 - One (1) Pothole – Depth 13’-20’

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.

3.8 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 nine (9) boring locations to an average depth of 40-feet.

- 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 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.

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.

Task 5 – 100% Design and Bidding Phase

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.

- Texas Commission on Environmental Quality (TCEQ)
- Texas Department of Transportation (TXDOT)
- 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.

5.5 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.

5.7 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.

- 5.8 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.
- 5.9 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.
- 5.10 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 6 – Construction Phase

6.1 Pre-Construction Meeting

6.2 Monthly Construction Progress Meetings (Estimated 12-months construction schedule)

6.3 Construction Site Visits (Assumed 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.

6.4 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.

6.5 Shop Drawings/Submittal Reviews

6.6 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.

6.7 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.

6.8 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, the Kimley-Horn provide a letter of substantial completion if Kimley-Horn believes that the project has been completed in accordance with the Contract Documents.

Task 7 – Close-out Phase

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

Task 8 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.

8.1 – 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.

8.2 – 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 \$3,225.00 per document set.

8.3 – 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.

8.4 – 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.

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 FPD 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 6.2 of Basic 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.