



May 7, 2025

Tim Howe  
Director of Water/Wastewater Utilities  
3027 N. Austin St.  
Seguin, Texas 78155

**RE:     *Project: 24-inch SH-46 Western Transmission Main – Scope and Fee Proposal***

Dear Mr. Howe:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope and fee proposal for professional engineering services for the following project: 24-inch SH-46 Western Transmission Main which will connect the Pump Station (PS) near Fleming Drive and Interstate-10 West to the Starcke Water Treatment Plant (WTP) located along the Guadalupe River near the intersection of River Drive West and South Guadalupe Street. This scope and fee proposal includes design, bid, and construction phase services for the proposed project, and is based on the scoping meeting held on March 31, 2025 between Kimley-Horn and the City of Seguin (Seguin).

## **PROJECT UNDERSTANDING**

It is our understanding that this project will entail full design, bid, and construction phase services for this project.

During the scoping meeting held for this project, one alignment was identified as a baseline alignment to show one possible route from the PS to the WTP. It was agreed that an analysis of the western portion of Seguin would need to be completed to determine the final alignment. Kimley-Horn reviewed at a high-level six additional possible routes to determine one option to base our proposal on. This alignment was presented to Seguin and was accepted for budgetary purposes. The selected alignment is attached as **Exhibit A**. The selected alignment is approximately 21,000-LF of 24-inch transmission line.

Kimley-Horn will engage multiple sub-consultants to provide a variety of services for the design development phase, including survey, geotechnical engineering, subsurface utility engineering (SUE), and environmental review.

## BASIC SERVICES

The tasks below outline the proposed basic scope of services to be completed by Kimley-Horn for this project:

### 1. Project Management

- 1.1. Prepare Monthly Summary Reports/Invoicing
- 1.2. Sub-Contract Management
- 1.3. Schedule Development and monthly updates – Schedule will be developed in Microsoft Project format and pdf copy will accompany the monthly invoice.
- 1.4. Ongoing coordination and communications with Client, Program Manager, and internal team meetings
  - 1.4.1. Includes monthly Project Manager meetings
- 1.5. Establish a Kimley-Horn project SharePoint site where documents will be saved and transferred to the client. This includes all design deliverables as well as to be used during the construction phase of the project.
- 1.6. Coordination with City of Seguin
- 1.7. Meetings
  - 1.7.1. Prepare for and conduct up to twelve (12) monthly progress meetings with Client during the Design of this project
  - 1.7.2. Prepare meeting notes
- 1.8. Deliverables
  - 1.8.1. Monthly schedule updates in Adobe PDF format
  - 1.8.2. Monthly Meeting minutes

### 2. Environmental Review

- 2.1. Environmental Compliance Review
  - 2.1.1. Desktop and field analysis on recommended alignment corridor to determine federal permit requirements.
  - 2.1.2. Field reconnaissance of the site to determine the extent of potentially jurisdictional wetlands and other waters of the US that may be subject to 401/404 of the Clean Water Act.
- 2.2. Archaeological Survey
  - 2.2.1. Conduct research that will summarize the review of the Texas Historical Commission's (THC) Archeological Sites Atlas and other data sources to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed in the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SAL).
  - 2.2.2. Prepare an Antiquities Permit application on behalf of the City of Seguin and Submit to THC for approval.
  - 2.2.3. Field work along the project alignments include shovel tests to determine if any deposits are along the project alignments.
- 2.3. Hazardous Materials Review
  - 2.3.1. Site visit and inspection of the project areas by persons trained in the identification of hazardous materials concerns.

- 2.3.2. Review environmental regulatory agency information.
  - 2.3.3. Review historical use of properties and the surrounding area.
  - 2.3.4. Technical memorandum summarizing findings.
- 3. Land Acquisition Coordination
  - 3.1. Kimley-Horn will coordinate with the Seguin Real Estate department regarding land acquisition needs. This includes:
    - 3.1.1. Kimley-Horn will meet with the Seguin Real Estate department on a monthly basis once the alignment has been finalized and the number of easements have been determined. Kimley-Horn will attend up to ten (10) meetings discussing progress made by Seguin and if there are additional items Kimley-Horn needs to prepare for Seguin's use.
      - 3.1.1.1. Additional items may include exhibits noting the proposed location of the water line though a property (up to 20 exhibits)
      - 3.1.1.2. Coordination with landowner to assist Seguin in explaining the project (up to 10 landowner meetings).
    - 3.1.2. Seguin to obtain Title and Title Curative for each identified parcel
    - 3.1.3. Seguin to provide Kimley-Horn property ownership information
    - 3.1.4. Seguin to mail right of entry request letters based on the property access requests developed by Kimley-Horn.
      - 3.1.4.1. Kimley-Horn to prepare an overall exhibit noting the location of the preliminary alignment with property identification data shown.
    - 3.1.5. Seguin to perform Permanent Easement/Temporary Construction Easement Acquisition based on requested developed by Kimley-Horn.
- 4. Permit Coordination
  - 4.1. Perform ongoing coordination and communication with each permitting entity
  - 4.2. Meetings
    - 4.2.1. Prepare for and conduct coordination meetings with each of the following entities/agencies (up to sixteen (16) meetings total):
      - 4.2.1.1. CPS Gas
      - 4.2.1.2. Gateway Red Oak, LLC
      - 4.2.1.3. TxDOT
      - 4.2.1.4. City of Seguin
      - 4.2.1.5. Guadalupe County
      - 4.2.1.6. Texas Commission on Environmental Quality (TCEQ)
      - 4.2.1.7. Union Pacific Railroad
      - 4.2.1.8. Other impacted entities/agencies
    - 4.2.2. Prepare meeting notes
  - 4.3. Permits
    - 4.3.1. TxDOT Utility Installation Request (UIR)
    - 4.3.2. TCEQ
    - 4.3.3. UPRR
    - 4.3.4. CPS Gas

## 5. Geotechnical Investigation

Perform soil bores along alignment to establish representative subsurface conditions and at major trenchless crossings (major intersections, creeks, etc.). Twelve (12) bores to a depth of fifteen (15) feet and eighteen (18) bores to a depth of twenty-five (25) feet deep. Sub-Consultant will complete the following tasks:

- 5.1. Geotechnical Sub-Consultant Coordination
- 5.2. Prepare Geotechnical Bore Plan Exhibits
- 5.3. Perform Geotechnical Borings
- 5.4. Review Draft Boring Logs
- 5.5. Laboratory Testing to determine physical and engineering sample characteristics.
- 5.6. Report Development
- 5.7. Review Draft Geotechnical Engineering Report
- 5.8. Deliverables

5.8.1. Final Geotechnical Engineering Report in Adobe PDF format

## 6. Subsurface Utility Engineering (SUE)

Perform Quality Level (QL) A, C and D SUE services to identify the location and depth of existing critical utilities crossing selected alignment. During the 30% Design Phase, a final number of QL-A SUE services will be determined. At this time, the Kimley-Horn is anticipating up to thirty (30) QL-A SUE services. Sub-Consultant will complete the following tasks:

- 6.1. Prepare a detailed SUE plan for Final Design
- 6.2. SUE and Survey Field Coordination
- 6.3. SUE QL-C and D research to determine anticipated location of existing utilities along the project alignment.
- 6.4. Review draft QL "A" SUE Test Hole Summary Sheet and individual QL "A" Exhibits
- 6.5. Deliverables
  - 6.5.1. Draft QL "A" SUE Test Hole Data Sheets in Adobe PDF format
  - 6.5.2. Final QL "A" SUE Test Hole Data Sheets in Adobe PDF format
  - 6.5.3. Signed and Sealed Test Hole Data Forms and Test Hole Summary Sheet in Adobe PDF format

6.5.4. Utility file in CAD format depicting all designated and located utilities

## 7. Survey Services

Provide full topographic survey, for development of design drawings:

- 7.1. Survey Sub-Consultant coordination
- 7.2. Topographic Survey
- 7.3. Detailed Tree Survey
- 7.4. Obtain Geotechnical Information with Support Files
- 7.5. Obtain SUE Information with Supporting Files
- 7.6. Project Control Sheet
  - 7.6.1. Review Project Control Sheet 60% Design Phase
  - 7.6.2. Review Project Control Sheet 100% Design Phase
- 7.7. Easement Strip Map
  - 7.7.1. Review Easement Strip Map 60% Design Phase

- 7.7.2. Review Easement Strip Map 100% Design Phase
- 7.8. Prepare one signed survey (metes/bounds and exhibit) for each easement tract. Surveys will include easement of record as determined from public records research. It is anticipated there will be up to 30 permanent and 30 temporary easements for this project. Each easement will have separate field notes and exhibits.
- 7.9. Research to obtain ownership records for properties affected by the project limits. Research will be limited to the previous 50 years for easements.
  - 7.9.1. Prepare ownership spreadsheet and perform Right-of-Entry (ROE) coordination for site access. Seguin will send the ROE access forms to the various property owners and acquire signatures.
8. 30% Design Phase
  - 8.1. Attend 30% Design Phase kickoff meeting with Seguin staff.
  - 8.2. Conduct site visit to identify any surface features that need to be considered during the design phase.
  - 8.3. Preliminary route development
    - 8.3.1. Kimley-Horn will conduct a routing study for the alignment including up to four (4) possible routes for the water transmission main.
      - 8.3.1.1. Develop route exhibits based on data collected
    - 8.3.2. Permitting and Regulatory Challenges for each alignment
    - 8.3.3. Residential and Business Impacts
    - 8.3.4. Easement/right-of-way requirements
    - 8.3.5. Traffic Impacts
    - 8.3.6. Log Project Risks
    - 8.3.7. Prepare conceptual Options of Probable Construction Costs (OPCC) for each alignment considered. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Kimley-Horn at this time and represent only Kimley-Horn's judgement as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinion of probable costs.
    - 8.3.8. Prepare a qualitative and quantitative matrix for summarizing and comparison of alignment alternatives.
      - 8.3.8.1. Matrix will be discussed with Seguin to define what their priorities are and how the weighted scores will be reflected in the matrix.
    - 8.3.9. Provide a technical memorandum summarizing the route analysis and provide recommendations for the pipeline alignment. The memorandum will include:
      - 8.3.9.1. Summary
      - 8.3.9.2. Evaluation Criteria
      - 8.3.9.3. Alignment Evaluation for each Alignment
      - 8.3.9.4. Recommendations based upon results of evaluation criteria, stakeholder input and discussions with Seguin Staff.

- 8.3.10. Assumptions
  - 8.3.10.1. Up to four (4) alternative alignments will be evaluated for the water transmission main
  - 8.3.10.2. Two (2) review meetings with Seguin Staff
  - 8.3.10.3. Two (2) site visits to assess the alignments
- 8.3.11. Deliverable
  - 8.3.11.1. One (1) digital copy of the report submitted in pdf format.
- 9. 60% Design Phase
  - 9.1. 60% Stakeholder and Utility Provider Coordination (anticipated, but not all may be required)
    - 9.1.1. UPRR
    - 9.1.2. TxDOT
    - 9.1.3. Seguin Electric Company, Inc.
    - 9.1.4. CPS
    - 9.1.5. Seguin Housing Partners
    - 9.1.6. Elks Lodge
    - 9.1.7. Texas Department of Public Safety
    - 9.1.8. Guadalupe Valley Electric Cooperative
    - 9.1.9. Texas Lutheran University (TLU)
    - 9.1.10. First United Bank & Trust
    - 9.1.11. Yaklin Dealership
    - 9.1.12. Texas Farm Bureau
    - 9.1.13. Guadalupe Agricultural & Livestock Fair Association
    - 9.1.14. Max Starcke Park & Golf Course
    - 9.1.15. Columbus Club of Seguin
    - 9.1.16. Various Utility Providers
  - 9.2. Conduct site visits for 60% design and survey validation
  - 9.3. Prepare Utility Layout Sheets
  - 9.4. Prepare Utility Conflict/Coordination Matrix
  - 9.5. Meetings
    - 9.5.1. Conduct coordination meetings with impacted utilities (assume three (3) meetings total).  
Kimley-Horn will prepare meeting agenda and exhibits/graphics for the discussion.
    - 9.5.2. Prepare and distribute meeting notes
  - 9.6. 60% Construction Drawings
    - 9.6.1. Perform Design Calculations
      - 9.6.1.1. Joint Restraint Calculations (for one (1) pipe material)
      - 9.6.1.2. Combination Air Vacuum and Air Release Valve (location) (Confirm with Seguin Modeling Consultant)
      - 9.6.1.3. Blow-off Valve (location) (Confirm with Modeling Consultant)
    - 9.6.2. Develop 60% Plan Set
      - 9.6.2.1. All plan sheets to be 11"x17"
      - 9.6.2.2. General Sheets (Cover, Project Layout, General Notes, Overall Quantities, etc.)
      - 9.6.2.3. Overall Dimensional Control Plan

- 9.6.2.4. Survey Control Sheets
- 9.6.2.5. Contractor access sheets (including permanent access driveways, low water crossings, etc)
- 9.6.2.6. Plan and Profile sheets (12-inch diameter lines and greater)
- 9.6.2.7. Standard Details
- 9.6.2.8. Project Specific Details
- 9.6.2.9. Tree Preservation Plans
- 9.7. Preparation of 60% Project Manual
  - 9.7.1. Prepare table of contents, to include list of specifications
- 9.8. 60% Opinions of Probable Construction Cost
- 9.9. Perform internal QC and address QC comments.
- 9.10. Prepare and Submit 60% Design Submittal Package
- 9.11. Review one round of Seguin Comments and Provide Response to Comments
- 9.12. 60% Design Review Meeting
  - 9.12.1. Conduct 60% Design Review Meeting
  - 9.12.2. Prepare and distribute meeting notes
- 9.13. 60% Design Phase Deliverables
  - 9.13.1. 60% Design Deliverables (plans and specifications)
  - 9.13.2. Draft Geotechnical Report
  - 9.13.3. Draft Environmental Report
  - 9.13.4. Updated list of permits required for the project
  - 9.13.5. SUE Deliverables
  - 9.13.6. Updated Project Schedule
  - 9.13.7. 60% Design Review meeting notes
  - 9.13.8. 60% Opinion of Probable Construction Cost (OPCC)
- 10. 90% Design Phase
  - 10.1. 90% Stakeholder and Agency Coordination
  - 10.2. Conduct site visits as needed for 90% design
  - 10.3. Updated Utility Layout Sheets
  - 10.4. Update utility conflict/coordination matrix
  - 10.5. Meetings
    - 10.5.1. Conduct coordination meetings with impacted utilities (assume three (3) meetings total). Kimley-Horn will prepare meeting agenda and exhibits/graphics for the discussion.
    - 10.5.2. Prepare and distribute meeting notes
  - 10.6. 90% Construction Drawings
    - 10.6.1. General Sheets (Cover, Project Layout, General Notes, Overall Quantities, etc.)
    - 10.6.2. Overall Dimensional Control Plan
    - 10.6.3. Survey Control sheets
    - 10.6.4. Contractor access sheets (including permanent access driveways, low water crossings, etc)
    - 10.6.5. Easement Layout sheets

- 10.6.6. Plan and Profile sheets (12-inch diameter lines and greater)
- 10.6.7. Erosion Control Sheets
- 10.6.8. Standard Details
- 10.6.9. Project Specific Details
- 10.6.10. Traffic Control Plans
- 10.6.11. Tree Preservation Plans
- 10.7. 100% Project Manual
  - 10.7.1. Contract Documents to include language prepared by Seguin with updated general conditions for Best Value respondent.
  - 10.7.2. To include all applicable specifications approved by the City of Seguin and specific to the project, Special Provisions, and Special Conditions
- 10.8. 90% Opinions of Probable Construction Cost
- 10.9. Perform internal QC and address QC comments
- 10.10. Prepare and Submit 90% Design Submittal Package (Unsigned)
- 10.11. Review one round of Seguin Comments and Provide Response to Comments
- 10.12. 90% Unsigned Design Review Meeting
- 10.13. 90% Unsigned Design Phase Deliverables
  - 10.13.1. 90% Design Deliverables (plans and specifications) – Unsigned and Sealed
  - 10.13.2. Final Geotechnical Report
  - 10.13.3. Final Environmental Report
  - 10.13.4. Permits
  - 10.13.5. Updated Project Schedule
  - 10.13.6. 90% Design Review meeting notes
  - 10.13.7. 90% Opinion of Probable Construction Cost (OPCC)
- 11. 100% Design Phase
  - 11.1. 100% Stakeholder and Agency Coordination
  - 11.2. Conduct site visits as needed for 100% design
  - 11.3. Update Utility Layout Sheets
  - 11.4. Update utility conflict/coordination matrix
  - 11.5. Meetings
    - 11.5.1. Conduct coordination meetings with impacted utilities (assume three (3) meetings total). Kimley-Horn will prepare meeting agenda and exhibits/graphics for the discussion.
    - 11.5.2. Prepare and distribute meeting notes
  - 11.6. 100% Construction Drawings
    - 11.6.1. General Sheets (Cover, Project Layout, General Notes, Overall Quantities, etc.)
    - 11.6.2. Overall Dimensional Control Plan
    - 11.6.3. Survey Control sheets
    - 11.6.4. Contractor access sheets (including permanent access driveways, low water crossings, etc)
    - 11.6.5. Easement Layout Sheets
    - 11.6.6. Plan and Profile sheets (12-inch diameter lines and greater)



- 11.6.7. Erosion Control Sheets
- 11.6.8. Standard Details
- 11.6.9. Project Specific Details
- 11.6.10. Traffic Control Plans
- 11.6.11. Tree Preservation Plans
- 11.7. 100% Project Manual
  - 11.7.1. Contract Documents to include language prepared by Seguin with updated general conditions for Best Value respondent.
  - 11.7.2. To include all applicable specifications approved by the City of Seguin and specific to the project, Special Provisions, and Special Conditions
- 11.8. 100% Opinions of Probable Construction Cost
- 11.9. Perform internal QC and address QC comments
- 11.10. Prepare and Submit 100% Design Submittal Package (Unsigned)
- 11.11. Review one round of Seguin Comments and Provide Response to Comments
- 11.12. 100% Unsigned Design Review Meeting
- 11.13. 100% Unsigned Design Phase Deliverables
  - 11.13.1. 100% Design Deliverables (plans and specifications) – Unsigned and Sealed
  - 11.13.2. Permits
  - 11.13.3. Updated Project Schedule
  - 11.13.4. 100% Design Review meeting notes
  - 11.13.5. 100% Opinion of Probable Construction Cost (OPCC)
- 12. Procurement
  - 12.1. Final QA/QC of Construction Drawings and Project Manual
  - 12.2. Signed and sealed 100% Construction Drawings
  - 12.3. Signed and sealed 100% Project Manual
  - 12.4. Submit Final Documents for Advertisement
  - 12.5. Pre-Bid Conference
    - 12.5.1. Prepare Meeting Agenda and attend Pre-Bid Conference
    - 12.5.2. Prepare meeting minutes consolidating contractor questions
    - 12.5.3. Attend Site Walk
  - 12.6. Prepare Addenda and Clarifications
  - 12.7. Attend Proposal Opening
  - 12.8. Review Contractors Proposals
    - 12.8.1. Perform Contractor References Check
    - 12.8.2. Confirm Contractor Experience
    - 12.8.3. Prepare Bid Tabulation
    - 12.8.4. Prepare Recommendation for Award
  - 12.9. Prepare Conformed Contract Documents
- 13. Construction Phase Services
  - 13.1. Pre-Construction Meeting
  - 13.2. Monthly Construction Progress Meetings (Estimated 18-month construction schedule)
  - 13.3. Construction Site Visits

- 13.3.1. Assume an average of one (1) monthly site visit throughout the construction phase
- 13.3.2. An observation report will be prepared and provided for each site visit.
- 13.4. Ongoing construction coordination and communications with Client
- 13.5. Pay Estimate Reviews
- 13.6. Shop Drawings/Submittals Reviews (up to 30)
- 13.7. Request for Information (RFIs) (up to 20)
- 13.8. Request for Proposals (RFPs) and Change Orders (COs) (up to 6)
- 13.9. Substantial and Final Completion Walk-Throughs

Kimley-Horn will make site visits in accordance with proposed basic scope of work in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Seguin informed of the general progress of the work.

Additionally, Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

#### 14. Record Drawing Preparation

- 14.1. Prepare Record Drawings from Contractor As-Builts
- 14.2. Deliverables
  - 14.2.1. One (1) portable device containing final record drawings in .pdf format
  - 14.2.2. One (1) portable device with final unsealed drawings in CADD (.dwg) format
  - 14.2.3. One (1) portable device with a GIS submittal of as-built infrastructure with asset IDs

## SUPPLEMENTAL SERVICES

Kimley-Horn has coordinated with each Sub-Consultant and identified potential areas that may require supplemental design services to this project. The tasks below provide a brief outline of the proposed supplemental services and will only be completed upon written authorization from the Client. Kimley-Horn will coordinate development of a fee proposal with necessary Sub-Consultants and submit to the Seguin for review.

### S1. Supplemental Design Services

#### 1.1. Unspecified Engineering Design Services

- 1.1.1. This task will account for supplemental or additional service tasks that may come up during the design or construction phase

### S2. Environmental Services

#### 2.1. Cultural Resource Studies – History

- 2.1.1. Historic resource investigations for compliance with the Antiquities Code of Texas.

#### 2.2. U.S. Army Corps of Engineering (USACE) Nationwide Permit 58 (NWP 58)

- 2.2.1. Prepare a PCN document to identify areas of encroachment of the proposed work into jurisdictional waters and wetlands, and to identify the need for mitigation measures.

### S3. Geotechnical Engineering

#### 3.1. Additional Geotechnical borings

### S4. Subsurface Utility Engineering

#### 4.1. Additional SUE services

### S5. Survey

#### 5.1. Additional Meets and Bounds for additional easements not anticipated in the base bid.

#### 5.2. Miscellaneous survey services that may be required during the design phase

### S6. Construction Phase Services

#### 6.1. Additional construction phase services

## ASSUMPTIONS

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

1. Design schedule assumes a 12-month duration, with an additional 3 months to complete land acquisition closeout
2. Construction schedule assumes a 18-month duration
3. Construction method will follow either open cut or jack and bore method.
4. Seguin will provide all relevant utility block maps and record drawings for Seguin owned utilities within the project area.
5. Impacts to Waters of the US will not trigger notification to the US Army Corps of Engineers (USACE). Kimley-Horn will prepare a memo to file for Seguin to maintain for official records. Upon receipt of alignment Kimley-Horn will modify alignment to determine ultimate impacts. If

notification to the USACE is required, Kimley-Horn will coordinate with Seguin to complete this as a supplemental service.

6. The project will not include impacts to special aquatic sites including wetlands, and will not result in stream channelization.
7. Land Acquisition services will be based off 30% Design Phase alignment review. Additional ROEs and/or easement acquisition required due to an alignment change will be coordinated with Seguin.
8. All permit fees will be paid by Seguin. This includes but is not limited to Union Pacific Railroad, and any additional permits which may come up during design that are required to allow the project to proceed.
9. Standard TxDOT Utility Installation Request permit will be required.
10. Temporary construction driveways will be on TxDOT roadways.
11. Total of 60 Plat and Field Note (PFN) packages (30 permanent, 30 temporary).

## EXCLUSIONS

The following services are excluded from the basic scope of this project, but can be completed by Kimley-Horn upon execution of an additional service should Seguin request it:

- A. Hydraulic modeling for this project, including proposed transmission main and facility connections. Kimley-Horn will coordinate with Seguin's hydraulic modeling consultant to confirm design meets Seguin's requirements.
- B. Utility relocation, drainage, street reconstruction, or structural design services
- C. Channel/stream stabilization design
- D. Determination of remediation costs or mitigation measures for hazardous materials for regulatory closure. Based on the results of the proposed environmental services, recommendations may be provided for additional investigation or consulting services, as appropriate, if contaminants are discovered in soil or groundwater
- E. USACE pre-construction notification
- F. Cathodic Protection
- G. UPRR Finite Element Analysis for railroad crossing
- H. Condemnation support of the land acquisition team. Should an easement go through the condemnation process, Kimley-Horn recommends a time and materials task to support the land acquisition team for each instance.
- I. Additional round of comments to what is specified in the Basic Services and Assumptions.
- J. Milestones in addition to what is proposed for this project.
- K. Full-time Construction Inspection Services.
- L. Any other services not listed in the basic services.

## SCHEDULE

Kimley-Horn estimates a total design schedule of twelve (12) months for this project, with an additional (3) months planned to finalize easement and land acquisition. Delays in obtaining information from neighboring jurisdictions or land acquisition closings will add to proposed schedule, and submission of final deliverables will be adjusted accordingly. Kimley-Horn will develop a detailed design schedule to include all scope of services upon execution of the task order for this assignment.

## FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 15 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$82,700.00
Task 2 Environmental Review	\$57,900.00
Task 3 Land Acquisition Coordination	\$36,000.00
Task 4 Permit Coordination	\$63,800.00
Task 5 Geotechnical Investigation	\$136,600.00
Task 6 Subsurface Utility Engineering (SUE)	\$264,400.00
Task 7 Survey Services	\$358,100.00
Task 8 30% Design Phase	\$190,300.00
Task 9 60% Design Phase	\$383,800.00
Task 10 90% Design Phase	\$292,100.00
Task 11 100% Design Phase	\$206,700.00
Task 12 Procurement	\$34,100.00
Task 13 Construction Phase	\$178,100.00
Task 14 Record Drawings	\$18,500.00
<b>Total Lump Sum Fee</b>	<b>\$2,303,100.00</b>

### Supplemental Services

Task S1 Supplemental Engineering Design Services
Task S2 Environmental Services
Historic Resources
NWP Preparation
Task S3 Geotechnical Engineering Bores
Task S4 Subsurface Utility Engineering
Task S5 Survey – Meets and Bounds

<b>Total Supplemental Services</b>	<b>\$500,000.00</b>
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<b>Total Lump Sum plus Supplemental Services</b>	<b>\$2,803,100.00</b>
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Lump sum fees will be invoiced monthly based upon the overall percentage of 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.

Kimley-Horn 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.

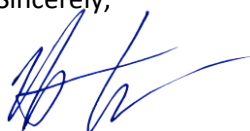
Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

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

Sincerely,



Nathan Cobler

Associate

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; Exhibit A

**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 ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). 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. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. 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. The Client will remit all payments electronically to:  
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.
  - d. 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.
  - e. 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.

- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall 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.
  - g. 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 Deliverables.** All documents, data, and other deliverables 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 deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. 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 deliverables 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. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 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, and other reasonable expenses incurred by Kimley-Horn as a result of such 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) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.
- 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 changed or 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 in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 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, equipment maintenance and inspection, 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 observing construction and reporting to the Client whether the contractors' work generally conforms 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.

Rev 07/2024



Exhibit A

