

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this the _____ day of _____ 202__, between the City of Seguin, Texas ("City"), 205 North River Street, Seguin, Texas 78155 and Kimley-Horn and Associates, Inc ("Consultant"), 10101 Reunion Place, Suite 400, San Antonio, TX 78216 for the provision of professional services in accordance with the attached Request for Qualifications – Safe Streets and Roads for All Comprehensive Safety Action Plan which includes the Scope of Work and Performance Tasks and Services, (collectively the "Project").

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 STANDARDS OF PERFORMANCE

1.1.1 The Consultant will be responsible for completing the work set forth in accepted Scope of Services and the deliverables all described in the Scope of Services. The Scope of Services shall serve as the primary document setting forth the expectations of the Parties. Work shall progress in accordance with the Completion Schedule attached to this Agreement as "**Exhibit C**".

1.1.2 The performance of all services by the Consultant in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professionals who possess special expertise in the types of services involved under this Agreement.

1.1.3 No work under this Agreement will be subcontracted by the Consultant without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement. Persons hired by the Consultant or its subcontractors shall not be employees of or have any contractual interest with the City.

1.1.4 Any provisions in this Agreement pertaining to the City's review, approval or acceptance of written materials prepared by the Consultant or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Consultant's responsibility for the services set forth herein.

1.1.5 Consultant will perform all of its services in coordination with the City. The Consultant will advise the City of data and information the Consultant needs to perform its services and the Consultant will meet with City representatives at mutually convenient times to assemble this data and information.

ARTICLE 2

THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information to the Consultant regarding the City's requirements for the Consultant's services under this Agreement. The City will furnish the Consultant with access to city facilities or private property and all other data and information in the City's possession needed by the Consultant at the Consultant's request.

2.2 The City will designate the City Engineer, Melissa Reynolds, or her designee as she deems appropriate, as the City's Project Manager and authorized representative to act on the City's behalf with respect to this Agreement. Additionally, the City may designate another director as its representative to assist with access to, and collection of data from, the relevant City systems, such as utility systems. The City will examine the documents and information submitted by the Consultant and promptly render responses to the Consultant on issues requiring a decision by the City during the Project.

2.3 Provide access to and make all necessary provisions for the Consultant to enter public and private property as required for the Consultant to perform its services under this Agreement.

2.4 Bear all costs incidental to this Article.

ARTICLE 3 PAYMENTS TO THE CONSULTANT

3.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES. Payments for Basic Services will be made to Consultant monthly following receipt by City of Consultant's invoices and appropriate payment requisitions. The amounts of these invoices will be based upon the extent of work completed by the Consultant on a percentage basis within each phase of services, less any disputed amounts, pending resolution thereof. Total payment under this contract shall not exceed the amount agreed upon when Consultant accepts the Scope of Services that will be attached to this Agreement as Exhibit "A" and as set out in the Payment and Fee Schedule attached hereto as **Exhibit B.**

3.2 ADDITIONAL SERVICES. If additional services are needed, said services must be approved by the City prior to performance. If the sum of the additional services exceeds \$50,000.00 said sum must be approved by the Seguin City Council prior to undertaking the additional work.

ARTICLE 4 CONSULTANT'S RECORDS

4.1 All expense records of Consultant will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

4.2 The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

4.3 The Consultant will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

5.1 All documents prepared by Consultant in connection with this Agreement will become the property of the City. City agrees such documents are not intended or represented to be suitable for reuse for another project by City or others. Any such reuse by City or those who obtained said documents from City without written verification or adaptation by the Consultant will be without liability or legal exposure to the Consultant, and the City shall indemnify, defend, and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

5.2 The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Consultant goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

ARTICLE 6 TERM; TERMINATION OF AGREEMENT

6.1 The term of this Agreement begins on the latter of the effective date established in the first paragraph of the Agreement or on the date that the Scope of Services is accepted by the Parties; and, will end upon the Consultant's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 6.2 or 6.3 below.

6.2 This Agreement may be terminated by either party upon 30 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

6.3 This Agreement may be terminated at will by the City upon at least 30 calendar days prior written notice to the Consultant.

6.4 In the event of termination as provided in this Article, the Consultant will be compensated for all services performed to termination date which are deemed by the City to be in accordance with this Agreement. This amount will be paid by the City upon the Consultant's delivering to the City all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

ARTICLE 7 INSURANCE AND INDEMNITY

7.1 The Consultant will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind to the extent caused by the negligent acts or omissions of the Consultant, its officers, employees or

agents, subject to the Texas Local Government Code 271.904 and 2254.0031. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character to the extent caused by any negligent acts, errors or omissions of the Consultant and/or its agents and/or employees. This obligation by Consultant will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7.2 The Consultant will procure and maintain at Consultant's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Consultant or Consultant's agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Consultant has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of Seguin, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000.00 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$1,000,000 combined single limit per incident (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$1,000,000.00 and \$2,000,000 in the aggregate.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

7.3 Depending on the nature of the work involved the Scope of Services may require other insurance be purchased by the Consultant,

ARTICLE 8 CLAIMS AND DISPUTES

MEDIATION

8.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation at the option of the City or Consultant as a condition precedent to the commencement of litigation. If such matter relates to or is the subject of a lien arising out of the

Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

8.2 If the City elects to mediate, the City and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation. The Parties shall mutually agree to a mediator and the mediation shall be held at a mutually agreeable time and place. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

8.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

8.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the dispute may be resolved through litigation in a state court of competent jurisdiction.

ARTICLE 9

FEDERAL FUNDING REQUIRED ASSURANCES UNDER TITLE II AND VI

9.1 The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in applicable Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, or other Federal agency, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9.2 The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

9.3 In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

9.4 The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration, or other Federal Agency providing funding for this Agreement, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the City, as appropriate, and will set forth what efforts it has made to obtain the information.

9.5 In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Consultant under the Agreement until the Consultant complies; and/or
- b. cancelling, terminating, or suspending an Agreement, in whole or in part.

9.6 The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Guadalupe County, Texas.

10.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

10.3 The Consultant will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

10.4 The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Consultant to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the Seguin City Code will not be considered as a valuable gift for the purposes of this Agreement.

10.5 In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Consultant of the Agreement.

10.6 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term “will” is mandatory in this Agreement.

10.7 Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

10.8 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.

10.9 In performing all services under this Agreement, the Consultant, its subcontractors, successors and assigns will comply with all local, state and federal laws.

10.10 The City’s execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

10.11 The City of Seguin is governed by the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

10.12 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

10.13 In the event that the performance by either the City or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

10.14 In the event of a default or breach of this Agreement by the Consultant, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the City’s ability to enforce the Agreement after that time.

ARTICLE 11 SUCCESSORS AND ASSIGNS

11.1 The City and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

The City and the Consultant will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

11.2 The Consultant will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

ARTICLE 12 EXTENT OF AGREEMENT

12.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Engineer regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Qualifications, the Consultant's response thereto, and the public record of the City Council's approval of this agreement as applicable. The Consultant's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. Except as to a change in the scope of services, the compensation for which does not exceed \$50,000.00, this Agreement may be amended only by separate written instrument approved by the City's governing body and signed by both the City and the Consultant.

12.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

12.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, such provision shall be construed in the following order of precedence: (1) The Request for Qualifications – IDIQ for Professional Services; (2) this Agreement; (3) Scope of Services; and (4) additional specific contractual documents. In the case of an irreconcilable conflict as to scope of services the more specific provision shall prevail over the more general provision.

ARTICLE 13 NOTICES

13.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:

Steve Parker
City Manager
205 N. River Street
Seguin, Texas 78155
sparker@seguintexas.gov

To the Consultant:

Nolan Pierce, P.E.
Project Manager
10101 Reunion Place, Suite 400
San Antonio, TX 78216
nolan.pierce@kimley-horn.com

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of Seguin

Kimley-Horn and Associates, Inc.

Steve Parker, City Manager

Scott R. Arnold, Vice President

EXHIBIT A SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT & MEETINGS

Task 1.1. Project Management

Perform general project management related tasks consisting of routine communication with the City, quality control/quality assurance (QC/QA) efforts, internal team meetings, project invoicing, and progress reporting.

Task 1.2. Project Meetings

The Consultant will communicate with the City and report on project progress by having a virtual and/or in-person project coordination meetings including preparing agendas, meeting notes, and other documentation. The following meetings are anticipated:

1. One (1) Kick-Off Meeting with City
2. Bi-Monthly Coordination Meetings with City (up to six)

Task 1 Deliverables: Agendas, Meeting Notes, Project Schedule (including updates), and Council Presentation Materials

TASK 2: DATA COLLECTION

Task 2.1. Traffic Count Collection

Collect the following traffic count data: Bi-Directional Volume Counts (ADT) at each Crossing for three (3) days (Tuesday, Wednesday and Thursday). Crossing locations are:

1. Rudeloff Road – northbound / southbound
2. Huber Road – northbound / southbound
3. Guadalupe Street – northbound / southbound
4. Austin Street – northbound / southbound
5. Heideke Street – northbound / southbound

Task 2.2. Topographic & Boundary Survey

Topographic and Boundary Survey at the following at-grade Union Pacific railroad crossing locations of approx. 120' in each direction:

1. Rudeloff Road
2. Huber Road
3. Guadalupe Street
4. Austin Street

5. Heideke Street

The design survey services consist of:

1. Cross sections at 50'foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours
2. Locate and identify all above ground features within the survey limits consisting of railroad cabinets near each crossing, top of rails, panels and their edges, fences, sidewalks, driveways, guardrails, signs, visible utilities including manholes, water meters, water valves with top of nut elevations, telecom boxes and utility poles
3. Contact 811 to locate underground utilities and locate markings
4. Locate sufficient boundary corners to geographically depict the existing railroad right-of-way

Task 2.3. Site Visit & Field Measurements

Perform site visit to review topographic information provided by surveyor for general compliance with the scope of services and observed field conditions and take any necessary field measurements.

Task 2.4. Aerials, Record Drawings, & Base File Setup

1. Aerial Photography – The Consultant will collect aerial photography for the project corridor from NearMaps and/or available aerial photos from the City
2. Available Record Drawings and Development Plans – The Consultant will collect from the City and any available record drawings (roadway, drainage, water, sewer, etc.) within the project limits
3. Existing and Proposed Utility Information – The Consultant will collect from the City existing and proposed water, storm, and sewer utility information for project limits
4. Base file setup for design including survey elements, existing utilities, baseline data, horizontal and vertical elements

Task 2 Deliverables: Traffic Count Data & Topographic Survey

TASK 3: UNION PACIFIC RAILROAD (UPRR), FEDERAL RAILROAD ADMINISTRATION (FRA), AND TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) COORDINATION

Task 3.1. Agency Coordination (UPRR, FRA, & TxDOT)

The Consultant will coordinate with UPRR's, FRA's, & TxDOT's representatives throughout the duration of the project and submit necessary forms required for design submittals for the permitting process for improvements required to establish the Quiet Zone for the following locations:

1. Rudeloff Road
2. Huber Road
3. Guadalupe Street
4. Austin Street
5. Heideke Street

Coordination consists of preparing agendas, meeting notes, and other documentation as needed.

Task 3.2 Pre-Diagnostic Review Meeting (Virtual)

The Consultant will prepare conceptual level exhibits for each crossing depicting the anticipated improvements that will be required to implement the quiet zone. Consultant will assist the City in scheduling the virtual Pre-Diagnostic review meeting and submit the conceptual level exhibits to the Diagnostic Review Team (DRT) prior to the meeting.

The Consultant will attend the virtual Pre-Diagnostic review meeting and take notes. The Consultant will distribute the notes to the DRT for review and incorporate comments received from the DRT.

Task 3.3 Diagnostic Review Meeting

The Consultant will assist the City in scheduling the Diagnostic Review Meeting with the City. Up to two (2) Consultant staff members will attend the in-field Diagnostic Review Meeting. The meeting is anticipated to take 1-day or less.

The Consultant will prepare a sign-in sheet for the meeting and take notes. Notes will be compiled from DRT members and sent out in draft format for review. The Consultant will incorporate any edits to the notes received by the DRT and finalize and distribute the notes.

Task 3.4 QZRI Analysis Update

Update the Quiet Zone Risk Index (QZRI) calculator based on the analysis developed by the City to incorporate newly collected traffic data and implement planned improvements as a result of the Diagnostic Team's review to establish a quiet zone corridor that is below Risk Index with Horns (RIWH), including railroad inventory review.

Task 3.5 Conceptual Opinion of Probable Construction Cost (OPCC)

Develop a conceptual OPCC based on diagnostic review meeting results and sketches developed for planned improvements to help assist the City with project funding planning. The Consultant 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 opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified

professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Task 3 Deliverables: Diagnostic Sketches, DRT Meeting Notes, ROW Exhibits, Conceptual OPCC

TASK 4: PRELIMINARY DESIGN PLANS (60%)

Task 4.1. Preliminary Construction Plans

The Consultant will develop a preliminary construction (60%) design plan set that will consist of the following sheets at each of the five (5) at-grade railroad crossings (22"x34" full-size, 11"x17" half-size):

- Cover Sheet
- Index of Sheets
- General Notes
- Project Control Plan
- Removal Plan
- Typical Sections
- Roadway Plan
- Signing and Markings Layout
- Traffic Control Narrative & Overall Phasing Plan
- Exhibit A Plan Sheet (RR Crossing Layouts)
- Standard Details

Task 4.1. Preliminary (60%) OPCC

The Consultant will update the conceptual OPCC based on the preliminary (60%) design plans.

Task 4 Deliverables: Preliminary Construction Plans (60%) and OPCC

TASK 5: FINAL DESIGN PLANS (90% & 100%)

Task 5.1. Address 60% City, UPRR, & TxDOT Comments

Incorporate and/or respond to 60% review comments from the City, UPRR, & TxDOT. A single (1) round of comments from each agency is anticipated for this effort.

Task 5.2. 90% Construction Plans and OPCC

Upon approval of the preliminary plans (60%), the Consultant will prepare final construction documents. The 90% task will consist of the following:

1. Finalize plans of the sheets listed in **Task 4 – Preliminary Design (60%)**
2. Traffic Control Plan Phasing Sheets showing construction zone, travel lanes, traffic control devices, construction signage, and detours
3. Erosion Control Plan
4. Finalize construction details
5. Updated OPCC

Task 5.3. Draft Project Manual

The Consultant will develop City contract construction documents only consisting of special provisions, supplementary conditions, and bid form (in excel format) specific to the project. City to provide front end contract documents including general conditions, general requirements, and standard specifications to be utilized by the Consultant.

Task 5.4. Address 90% City, UPRR, & TxDOT Comments

Incorporate and/or respond to 90% review comments from the City, UPRR, & TxDOT. A single (1) round of comments from each agency is anticipated for this effort.

Task 5.5. Final Construction Plans (100%) and Project Manual

Completed construction documents shall be signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications and submitted to the City.

Task 5 Deliverables: Final Construction Plans (90% & 100%), OPCC (90% & 100%, and Project Manual (Draft & Final)

TASK 6: BIDDING PHASE SERVICES

Task 6.1. Bid Phase Support

1. Upload all plans and contract documents onto CivCast for access to potential bidders. Contract documents shall be uploaded in .pdf files.
2. Maintain a list of bidders to whom bidding documents have been issued.
3. Prepare for and conduct a pre-bid meeting with prospective bidders.
4. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
5. Answer reasonable amount of contractor questions and update bidding documents for revisions as determined necessary by Engineer of Record.
6. Tabulate the bids received and evaluate the compliance of the bids received with the bidding documents.
7. Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract.

Task 6 Deliverables: Bid Tabulation & Recommendation Award letter

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and may be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Geotechnical investigation and pavement design
- Subsurface Utility Engineering (SUE) Level A and B
- Environmental study
- Draft and Submit Notice of Intent (NOI)
- Draft and Submit Notice of Establishment (NOE)
- Grant funding applications
- Waterline and sanitary sewer design
- Storm drain analysis and design
- Franchise utility coordination and design
- Construction phase services

EXHIBIT B
PAYMENT AND FEE SCHEDULE

The Consultant will perform the services in Tasks 1 – 6 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 City.

Task 1. Project Management and Meetings	\$ 19,340
Task 2. Data Collection	\$ 55,965
Task 3. UPRR and TxDOT Coordination	\$ 27,375
Task 4. Preliminary Design (60%)	\$ 76,435
Task 5. Final Design (90% & 100%)	\$ 25,670
Task 6. Bidding Phase Services	\$ 8,660
 TOTAL	 \$ 213,445

EXHIBIT C COMPLETION SCHEDULE

	2024				2025				2026				2027
Key Project Tasks	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Design Consultant Selection													
Execute Agreement (NTP)													
Kickoff and Data Collection													
QZRI Analysis and Virtual DRT													
In-Person DRT													
DRT Meeting Notes Review													
NOI Review and Comment													
Preliminary Design													
UPRR Design and Estimate													
Utility Coordination													
Final Design													
City/UPRR Agreement													
Advertisement/Bid Opening													
Construction (12 months)													
FRA Inspection and NOE													
Quiet Zone Implemented													

Project Initiation/Meetings
 UPRR/FRA Actions
 Design/Bidding
 Utility Coordination
 Construction