



T.B.P.E. #F-8632

505 East Huntland Drive  
Suite 250  
Austin, TX 78752

512.454.8716 PHONE  
512.454.2433 FAX

www.TRCSolutions.com

February 25, 2016

Mr. Jack Jones, Parks and Recreation Director  
City of Seguin  
P.O. Box 591  
Seguin, Texas 78155

**RE: North Vaughan/San Antonio Avenues and Park West Sidewalk Project  
Engineering Services Contract and Scope  
CSJ: 0915-46-043**

Dear Mr. Jones:

TRC Engineers, Inc. (Engineer) has prepared this contract and scope for professional engineering services for the proposed North Vaughan/San Antonio Avenues and Park West Sidewalk Project.

### **GENERAL REQUIREMENTS**

**1.1. Design Criteria.** The Engineer will prepare all work in accordance with the latest version of applicable State's procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include: the *PS&E Preparation Manual, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014*, other State approved manuals and the two (2) American Association of State Highway and Transportation Officials (AASHTO) publications, *A Policy on Geometric Design of Highways and Street* (latest Edition) and *Guide for the Development of Bicycle Facilities*. In addition, the Engineer will follow the guidelines shown in *Developing PS&E for the San Antonio District*.

**1.2. Right-of-Entry and Coordination.** The Engineer will notify the State and coordinate to secure permission through the City to enter private property to perform any surveying, environmental, or engineering activities needed off State right-of-way. In pursuance of the State's policy with the general public, the Engineer will not commit acts which would result in damages to private property, and the Engineer will make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer will coordinate with the City staff to contact each property owner prior to any entry onto the owner's property. The Engineer will determine properties in which right of entry approvals will be required prior to starting survey work.

## **SCOPE OF WORK**

### A. Engineering

1. Attend one (1) preliminary conference with the Owner, TxDOT and other interested parties regarding the Project.
2. Provide grant administration services (see below).
3. Provide topographical surveying (see below).
4. Provide geotechnical services (see below).
5. The Engineer will prepare construction plans and specifications in Autocad (City Standard format) for the proposed North Vaughan/San Antonio Avenues and Park West Sidewalk Project consisting of:
  - a. Approximately 2,500 linear feet of five (5') foot wide sidewalk along North Vaughan Avenue between Court Street and San Antonio Avenue.
  - b. Approximately 3,050 linear feet of five (5') foot wide sidewalk along San Antonio Avenue between North Vaughan Avenue and Guadalupe Street.
  - c. One (1) pedestrian bridge (five (5') foot wide walking area) over Walnut Branch, east of North Vaughan Avenue.
  - d. Approximately 5,280 linear feet of six (6') foot wide sidewalk within Park West.
  - e. One (1) low water crossing across Walnut Branch.
6. The Engineer will accompany the surveyor and City Staff at the Park West site to stake and locate the proposed location of the sidewalk within Park West (within a 50 foot wide cross section).
7. The Engineer will run the latest Walnut Branch FEMA model to verify the pedestrian bridge over Walnut Branch does not cause a rise in the 100-year water surface elevation and provide hydraulic data for the plan set. This will not be required for the low water crossing because the sidewalk will match the ground level in the creek.
8. The Engineer will develop an opinion of probable construction cost using the Average Low Bid Unit Price from TxDOT. The Engineer will estimate the total project cost including any right-of-way (ROW) acquisition, construction, and construction engineering and inspection (CEI).

9. The Engineer will provide 30%, 60% and 100% plan sets to City Staff and TxDOT for review.
10. The Engineer will submit applications for ADA/TDLR (Handicap Accessibility). The Engineer will be responsible for application fees associated with submittal. TRC will also be present at the RAS inspection.
11. The Engineer will assist the City during the bidding process including preparation of advertisement document, pre-bid meeting (if applicable), assist the City in the bid opening and tabulation of bids, prepare award recommendation letter to request concurrence by TxDOT for the award of the contract, prepare award recommendation letter to the City and prepare construction contract documents.
12. The Engineer will assist the City during construction consisting of pre-construction meeting, contractor correspondence, submittal review, pay request review, preparation of certification letter and forms to TxDOT for pay requests, periodic site visits (maximum 6), final inspection, preparation of Contractor punch list and record drawing preparation (3 sets of hard copies and one (1) CD electronic copy).
13. The Engineer will assist the City with preparation of close-out documents to be submitted to TxDOT at the end of the project.

B. Grant Administration

The Grant Administrator will provide the following services:

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system;
2. Maintenance of filing system;
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters;
4. Furnish City with necessary forms and procedures required for implementation of project;
5. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TxDOT;
6. Prepare and submit to TxDOT documentation necessary for amending the TxDOT contract if necessary;

7. Conduct re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring);
9. Prepare Financial Information Report for City as necessary;
10. Serve as liaison for the City during any monitoring visit by staff representatives from TxDOT;
11. Assist the City in submitting required Direct Deposit Authorization Form;
12. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period;
13. Review invoices received for payment and file back-up documentation;
14. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity;
15. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements;
16. Provide assistance to or act as local labor standards officer;
17. Acquire wage rates from DOL;
18. Assist the City with compliance of TxDOT regulations regarding the Advertising of bids;
19. Assure Advanced Funding Agreement has been issued from TxDOT prior to award of construction contract;
20. Make ten-day call for wage rates;
21. Verify construction contractor eligibility with SAMS;
22. Review construction contract for compliance with TxDOT requirements;
23. Conduct pre-construction conference and prepare minutes;
24. Submit any reports of additional classification and rates to DOL;
25. Review weekly payrolls, including compliance follow-ups. Conduct monthly employee interviews;
26. Process change orders approved by City and the project engineer and submit to TxDOT prior to execution with the construction contractor;

27. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TxDOT; and
28. Prepare the final Project Completion Report for TxDOT.
29. The grant will comply with TxDOT's local government project process manual.

C. Surveying

The following surveying services will be provided:

1. Acquire field topographical data on the City's coordinate system (Texas State Plane Coordinate System NAD 83 (93), South Central Zone. The survey will include locates of all above ground planimetric features (edge of asphalt, trees, driveways, existing sidewalks, etc.). Surveyor will locate City and TxDOT right-of-ways. Surveyor will produce an ASCII point file, digital map in AutoCAD, and field notes, based on the horizontal and vertical datum.
2. The surveyor will accompany the Engineer and City Staff on walk through of Park West to stake and/or mark the proposed sidewalk location. The surveyor will provide topographical survey approximately 30 feet on either side of the stakes.

D. Geotechnical

Subsurface drilling will be conducted to provide subsurface soil information at two (2) locations, one (1) at each of the bridge abutments. The services will be as follows:

1. Drilling and sampling the subsurface materials at two (2) locations to a depth of approximately 40 feet each. Soil sampling will be continuous within the upper ten (10) feet and at five (5) foot intervals thereafter;
2. Texas Cone Penetrometer testing will also be performed for the borings at the bridge abutment;
3. Backfilling the borehole with soil cuttings generated from the drilling process;
4. Reviewing the soil samples and classifying them in accordance with ASTM D 2487 and ASTM D 2488 (Visual Method) and providing a typed boring log for the selected locations. The boring logs will include Standard Penetration Test (SPT) "N" values, hand penetrometer strengths, general soil descriptions and depths, and groundwater information;
5. Identifying the physical and engineering characteristics of subsurface materials encountered during the sampling and testing through a laboratory testing program;

6. Providing recommendations for drilled pier foundations; and
7. Providing comments on factors that may impact construction and performance of the proposed construction, as well as construction considerations including excavations and drainage.

E. Environmental

To satisfy the conditions of the Advanced Funding Agreement, Section 7 (Environmental Assessment and Mitigation), the project area is considered to include:

- North Vaughan Avenue, between Court Street and San Antonio Avenue. Including the crossing over Walnut Branch;
- San Antonio Avenue, between North Vaughan Avenue and Guadalupe Street; and
- Park West including low water crossing across Walnut Branch. A 60 foot wide area, centered on the sidewalk will be investigated in the park.

1. TRC anticipates the proposed project would qualify as a Categorical Exclusion (CE). TRC will coordinate the proposed project with TxDOT – San Antonio District by completing TxDOT’s Scope Development Tool. The Scope Development Tool will identify the environmental resource areas to be analyzed in further detail and requiring technical reports. Based on current project information, TRC anticipates that the following environmental resource areas will require technical reporting:

- Biology
- Water
- Hazardous Materials
- Archeology
- History

2. TRC will perform an investigation of the natural resources to identify existing conditions within the project area and to determine the potential presence of sensitive natural resources. The project area is defined by the sidewalk route, for which a 60 foot wide area (centered on the sidewalk) will be investigated within the park. The natural resource investigations will consist of a background data review and on-site survey. Results of the natural resource investigations will be used to support the TxDOT Biological Evaluation Form and technical reports for biological and water resources. Results of the natural resource investigations will also be used to support U.S. Army Corps of Engineers (USACE) Section 404 permitting for the proposed project.

3. It is anticipated that the proposed project would utilize a USACE Nationwide Permit (NWP) 14, without Pre-construction notification. A NWP 14 authorizes activities required for the construction, expansion, modification, or improvement of linear transportation projects potentially impacting waters of the U.S.

4. TRC will coordinate the proposed project with the USACE – Fort Worth District. TRC will prepare a coordination letter and submit a copy to the City of Seguin for review and comment. TRC will incorporate one (1) round of comments from the City into the coordination letter for submittal to the USACE.
5. An archeological file search using the Texas Historical Commission (THC) Archeological Sites Atlas (THC Atlas) will be performed to compile current information on recorded cultural resources that are situated within a 1-mile radius of the area of potential effect (APE). Other documents such as historic aerial photographs, topographic maps, Sanborn maps, documents from the Texas General Land Office (GLO) website, maps from the Historic Texas Overlay database, and cemetery records, including online cemetery databases, may also be reviewed.
6. An Archeological Background Study detailing the proposed project, pertinent background and archival information, and site specific project recommendations and conclusions will be produced by the archeologist. The Background Study shall be consistent with the standards as established by TxDOT's Standards of Uniformity (SOU) and will contain recommendations by TRC as to whether additional work, such as an archeological survey, is recommended. Two copies of the draft Background Study will be produced and submitted to the City of Seguin for review. Upon addressing the City's comments, copies of the draft study will be submitted to TxDOT for review. Any comments from the reviewing agency will be addressed and a final version submitted.
7. TxDOT's Project Coordination Requests (PCR) for Historic Resources will be completed by a qualified architectural historian as a background review of non-archeological historic resources. Archival and background research will be performed in the electronic and mapping files of the THC Atlas database, and/or any other relevant archives for information on previous cultural resource investigations and previously recorded sites and historic properties in the vicinity of the proposed project's APE. Photos of the project area will be assessed and included as an attachment to the PCR. The results of this research will be summarized in the PCR checklist and accompanying documents. The completed PCR will be submitted to the City of Seguin for review. Following the City's review, the PCR will be submitted to TxDOT.
8. TRC will prepare the environmental technical reports required to support TxDOT's CE determination. Based on current project information, TRC anticipates completing the following TxDOT technical reports for the proposed project:
  - Biological Resources Technical Report
  - Biological Evaluation Form
  - Water Resources Technical Report
  - TxDOT ISA for Hazardous Materials
  - Archeological Background Study
  - Historic Resources PCR

9. TRC will submit copies of the draft technical reports to the City of Seguin for review and comment. TRC will incorporate one (1) round of comments from the City into the draft technical reports for submittal to TxDOT. TRC will incorporate the comments from TxDOT into the final technical reports and submit to the City for review and comment. TRC will incorporate one (1) round of comments from the City into the final technical reports for submittal to TxDOT. Upon TxDOT approval of the technical reports, TxDOT will complete the CE Determination Form.

## **ASSUMPTIONS**

As the basis for the preparation for this proposal and the associated cost of services, the following assumptions were made which, if found to be incorrect may result in additional compensation:

- The City will provide access agreements for access to all private properties.
- Construction plans to be in general conformance with Leon Valley project furnished by TxDOT.
- The project will be let through the City and plans/specifications will be City standard format.
- The City will be responsible for acquiring any new ROWs, easements, or properties, if applicable.
- The proposed work will have minimal or no effect on sensitive resources (e.g., T&E species, waters of the U.S., cultural resources).
- The proposed project will not require TxDOT technical reports for the assessment of air quality, noise, socioeconomics and environmental justice, and community impacts.
- The City will be responsible for submitting all deliverables for review to TxDOT.
- The City will be responsible for coordinating necessary public involvement activities, such as meetings, newspaper postings, etc., if necessary.
- TRC will provide one (1) staff member to attend a public involvement meeting in support of the City.
- TxDOT will be responsible for formal agency coordination (e.g., THC, USFWS, TPWD, USACE, etc.) associated with the categorical exclusion review process.
- Project deliverables will be reviewed by TxDOT's San Antonio District.
- TRC anticipates the proposed project will have no significant impacts or effects to environmental resources.
- All deliverables, including exhibits and supporting materials, will be prepared in accordance with TxDOT and FHWA guidelines and will meet the regulatory requirements of legal sufficiency.
- TRC will perform and document quality assurance/quality control (QA/QC) reviews of all environmental documentation to determine conformity with current TxDOT SOUs, TxDOT's programmatic agreements, FHWA's guidelines, and current Federal and State laws, regulations, policies, and guidance.
- Specific drainage studies or scour analysis for creek.
- The bridge for the creek crossing will be a pre-fab unit designed by the bridge manufacturer.

## **EXCLUSIONS**

The following items are specifically excluded from the scope of work:

- Design of improvements or relocations for gas lines, electrical lines, telephone lines or other franchise utilities or City-owned utilities.
- Updating of the plans due to changes by TxDOT to *PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014.*
- Any lighting (street, park or bridge).
- Environmental or cultural review of project limits (other than listed above).
- Detailed title search or title policy.
- Attendance at or preparation for condemnation hearings.
- Easement or plat documents, landowner contact or easement negotiations.
- Mitigation planning, costs, implementation, and/or monitoring.
- T&E species-specific surveys.
- ASTM Phase I Environmental Site Assessment (ESA) services.
- Archeological Survey (field work).
- Historic Resources Survey (field work).
- Biological monitoring (endangered species present).
- Permitting services to include USACE pre-construction notification.
- Regulatory agency (e.g., USFWS, TPWD, etc.) coordination/consultation services other than those described in this proposal.
- Nesting migratory bird surveys.
- Any services not described in this proposal.
- Preparation of drawings in Microstation.
- Post construction topographical survey.
- Geotechnical services for sidewalk design.
- USACE permit application or fees.
- Installation of tree survey tags.
- Heavy brush clearing (Bamboo).
- Street traffic signal modifications, crossing pushbuttons, etc.
- Landscape design.
- Sidewalk design specific to bicycles.

**COMPENSATION FOR SERVICES**

TRC Engineers, Inc. will provide the professional engineering services as outlined in the Scope of Work and in accordance with Attachment A (Terms and Conditions), as follows:

Engineering Services:	\$192,586
Environmental:	\$31,423
Topographic Surveying:	\$41,450
Geotechnical Investigation:	\$5,720
Grant Administration Services:	\$28,600
TDLR Fees:	\$2,750
<b>Total:</b>	<b>\$302,529</b>

This lump sum fee includes labor and material costs associated with the Scope of Work identified above. TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via schedule of deliverables with percent of progress billing.


Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

Services are rendered in Guadalupe County.

Costs for services quoted herein are valid for a period of time not to exceed 60 days from the date of this letter. If you are in agreement with this contract, please sign and date in the space below and return back to TRC.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. We greatly appreciate the opportunity to provide this engineering services contract.

Sincerely,



H. Craig Bell, P.E. - TRC  
Austin CES Practice Leader

Date



\_\_\_\_\_  
Douglas G. Faseler  
City Manager

\_\_\_\_\_  
Date



## **ATTACHMENT A TERMS AND CONDITIONS**

TRC Engineers, Inc. shall perform the services outlined in the agreement for the stated fee arrangement.

### **Access To Site:**

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Should recourse be made to litigation to resolve any issue in connection with the work or any terms of this Agreement, the non-prevailing party in any such litigation shall pay all costs including reasonable attorney fees.

### **Billings/Payments:**

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days after the invoice date, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service and retain all deliverables. Retainers shall be credited on the final invoice.

### **Late Payments:**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, its parent company and their respective officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

### **Certifications:**

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

### **Limitation of Liability:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement from any cause or causes shall not exceed the amount of insurance coverages set forth herein. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Insurance Provided by the Firm:**

CGL coverage in the amount of 1 million dollars per occurrence and 2 million dollars in the aggregate. Auto coverage in the amount of 1 million dollars. Professional liability coverage in the amount of 1 million dollars. Worker's Comprehensive coverage as required by statute.

**Termination of Services:**

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents:**

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

**Jobsite Safety:**

Neither the professional activities of the Design Professional, nor the presence of the Design Professional or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Design Professional and the Design Professional's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.