

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this the 30th day of August 2023, between the City of Seguin, Texas (“City”), 205 North River Street, Seguin, Texas 78155 and Halff Associates, Inc. (“Consultant”), 100 NE Loop 410, Ste. 200, San Antonio, Texas 78216 [Consultant’s address] for the provision of professional services in accordance with the attached Request for Qualifications – IDIQ for Professional Services and the subsequent proffered Scope of Services, attached hereto as **Exhibit “A”** (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 Final 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.

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 To the fullest extent permitted by law, the Consultant will indemnify and hold harmless the City and its employees, agents, and officers from damages and liabilities to the extent arising from the negligent or intentional acts or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of reimbursement of reasonable attorney's fees and costs, and expenses incurred by the City arising in favor of any party, including the amounts of damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property infringement of patents, copyrights, and trademarks and without limitation

by enumeration, all other claims, demands, or causes of action occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission 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 sole option of the City 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 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 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:

Halff Associates, Inc
100 NE Loop 410, Suite 200
San Antonio, Texas 78216
Attn: Troy Dorman
tdorman@halff.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

Halff

Steve Parker

Steve Parker (Aug 31, 2023 10:30 CDT)

Steve Parker, City Manager

Aug 31, 2023



Troy Dorman, Water Sustainability Leader

Date 8/30/2023

EXHIBIT A
SCOPE OF WORK



September 4, 2024

Melissa Reynolds, P.E.
Director of Engineering and Capital Projects
City of Seguin Capital Projects/Engineering
108 E Mountain Street
Seguin, TX 78155

RE: West Hampton Area Drainage Improvements

Mrs. Reynolds,

As requested, Halff is pleased to submit this scope and fee proposal to develop drainage improvement plans for the West Hampton Drive. Services will include survey, proposed maintenance improvements and if necessary, a proposed project to allow for design and construction budgeting in the future. The following describes the scope of services to be conducted as part of this study and provides the task deliverables.

Scope of Services

Task 1: Project Management and Coordination

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reports, project progress meetings, project invoicing, and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

a. Project Coordination and Correspondence

- i. Tasks include resource allocation, schedule tracking, budget tracking, communication, quality control and team coordination.
- ii. Monthly project status reports shall be provided to the City with the monthly invoice. Progress shall include notes regarding work completed in the preceding billing cycle, work expected to be completed in the next cycle, and any outstanding questions or issues for discussion. Meetings may be, in person, by Webex, Microsoft Teams, or other City required electronic means.

b. Project Meetings and Collaboration

- i. Attend one (1) project kickoff meeting with staff from the City. The meeting will be coordinated by the City's PM with the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives. Halff will provide a preliminary schedule of tasks.
- ii. Attend one (1) data review meeting after data collection and survey is complete to discuss desired solution.

- iii. Attend up to two (2) progress meetings approximately every month, over the course of the project schedule, to discuss specific tasks such as data collection and inventory, field verification, and alternative analysis.
- iv. Meeting minutes shall be submitted to the City Project Manager within three (3) working days after each meeting.

c. Quality Assurance / Control

- i. Quality Assurance: Halff will implement a quality assurance program for the project that focuses on the completeness, quality, and timeliness of deliverables. All Halff's sub-consultants will adhere to the QA program.
- ii. Quality Control: Technical data and analysis will be reviewed for accuracy, with appropriate comments and responses documented and submitted to the City at each relevant milestone.
- iii. Each task will be subjected to internal QC by one of Halff's Water Resources or Public Works Professional Engineers. Associated documentation will be provided with the final report. The QA/QC program will include a multi-level approach to ensure that senior members review, comment, and approve the completed work.
- iv. Each checklist shall include milestone review events that describe the items to be reviewed and include documentation of the comments by the reviewer and responses from the Project Manager. All project materials presented to the City as draft or final products will be accompanied by QA/QC certification.

Task 2: Survey

The Halff team will conduct field survey necessary for the development of the project. Survey will be reviewed by both Seguin and Halff to determine the most viable and cost-effective solution to resolve the flooding issues documented in this location. This task must be completed and reviewed first before subsequent tasks can be initiated.

a. Field Reconnaissance

- i. Field survey will be collected in select areas, as required and approved by the City, to capture and verify existing infrastructure or site characteristics as may be necessary to properly analyze existing site conditions. This scope assumes one (1) day of ground survey for a 2-man survey crew and processing and review by a Registered Professional Land Surveyor (RPLS).
- ii. Once the field verification process is complete, the GIS and field survey data (CADD format) developed will be evaluated for completeness and correctness and finalized. The data will be provided to the City as part of the final submittal.
- iii. Survey data will be compiled with ROW and easement meets and bounds information provided by the City.

Task 3: Data Collection

The Halff team will compile and collect all recent and relevant data and information necessary for the development of the project.

a. Obtain and Review Available Data

- i. Halff will collect and catalogue all relevant GIS data including, but not limited to, storm drain network, terrain (LiDAR) Data, land use/zoning, FEMA (both mapping and loss data), planimetric, political boundaries, development and subdivisions, 311 citizen reported data and drainage complaints, utility information, parcel information, etc.
- ii. All GIS data gathered will be organized in Geodatabase format for use during the PER process and will be provided to the City.
- iii. City electric, water, and wastewater and other franchise utility block maps.
- iv. Record or “As-Built” drawings will be requested from the City for improvements including, but not limited to, creek improvements, park improvements, storm sewer trunk line, and major developments.
- v. Utility Engineering Investigation: Quality Level D - Utilities data is gathered from review of available existing records including 1-call notifications and online GIS database research in addition to reaching out to local utilities in the area for verification and a Utility Base Map is created from available records.

Task 4: Design / Construction Plan Milestones and Deliverables

The Halff team will design a small-scale project to address storm drain outfall issues near 107 W. Hampton Drive. This project will be designed to safely move stormwater away from neighboring utilities but will not be designed to any designated storm event. Design Standards and criteria for drainage from the City of Seguin will be used where applicable. The preferred solution will be discussed during Task 2.

a. 40% Concept Submittal

- i. Prepare preliminary design plans (40% complete) for project improvements, which illustrate general locations, sizes and relationships of Project elements and improvements, materials, and forms of construction. Plans will be prepared in accordance with the City of Seguin Design Standards, which will include:
 - a. Extent of drainage improvements.
 - b. Show locations of utilities and alignments of existing utilities in immediate project area.
 - c. Identify initial sequence of work.
- ii. Prepare a preliminary estimate of probable construction cost for improvements based on 40% design plans.
- iii. Review Preliminary Design Plans with City staff and incorporate comments into preparation of 100% design plans for the Project.

MILESTONE 1: 40% Concept Submittal

Deliverable 1:

1. Utility information
2. 40% design plans including:
 - Cover sheet / project location
 - Plan and Profile Drawings
 - Standard List of Specifications and Details
 - Opinion of Probable Construction Cost
3. QC documentation and certification forms.

b. 100% Final Design plans

- i. Prepare final design plans (100% complete) for project improvements, including Plans, Specifications, Cost Estimate. Each plan sheet shall be stamped, dated, and signed by a Professional Engineer registered in State of Texas. Final plans will include:
 - a. Extent of drainage improvements.
 - b. Show utilities and alignments of existing utilities location in immediate project area.
 - c. Identify initial sequence of work.
- ii. Prepare an estimate of probable construction cost for improvements based on 100% design plans. The cost estimate includes the final engineer's detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities using the City's standard bid items and format.
- iii. Review of design plans with City staff. Sign and sealed plans to be delivered after all City comments have been received and addressed.

MILESTONE 2: Final Construction Plans

Deliverable 2:

1. Utility information
2. Final design plans including:
 - Cover sheet / project location
 - Plan and Profile Drawings
 - Standard List of Specifications and Details
 - Opinion of Probable Construction Cost
3. QC documentation and certification forms.

Potential Additional Services

1. Planning Level Study - Halff will review alternatives that evaluate underground storm sewer alignments and roadway improvements to alleviate ponding behind 107 W Hampton Dr. The selected proof of concept will be based on City of Seguin's Stormwater Criteria Manual. The selected alternative will be based on costs, access, minimizing ROW acquisition, and impacts to the receiving roadway.

2. Bid Phase Services - Attend pre-bid meeting, assist the city in preparing advertising documents, review Contractor questions during bid phase and issue addendums, review bid tabulations and provide bid recommendations.
3. Construction Phase Services - Attend project kick-off meeting with City and selected contractor, attend construction progress meetings and provide the City with meeting minutes, review the Contractor's requests for information or clarification of the contract for construction, review material submittals submitted by the contractor when directed to by the City, final project walkthrough with City staff.
4. SUE services - Scope of work includes Level D (locator map acquiring) and Level C (survey of above ground utilities), however Level A (utility potholing) or Level B (subsurface utility locating) services are likely not necessary for design. Level A and Level B SUE can be added, if necessary, as an additional service if electronic location of potential utility conflicts could be beneficial to alternative development.
5. As-Built Survey or Record Drawings.

Assumptions

For this Task, the following assumptions and/or exceptions are adopted:

1. Permitting is not included under this Work Authorization.
2. No structural design elements are anticipated for this project
3. A geotechnical analysis will not be required for this project.
4. An environmental investigation will not be required for this project.
5. No public utilities (water or sanitary sewer) will need to be relocated due to the design. If utility relocations and the engineering of these relocations is required, that will constitute additional services.
6. Jurisdictional determination is not required for this project.
7. The Final construction documents will include the necessary Erosion Control Plans, but a SWPPP Plan is not included. Halff assumes the contractor will prepare SWPPP documents and coordinate appropriately with TCEQ.
8. Halff will provide the project manual and appropriate bid documents based on the City's example, but no bid-phase services are included in this proposal. If Bid Phase services are required/requested, Halff will provide a scope and fee.

Fee and Schedule

Halff will perform the tasks described above in the Scope of Services for lump sum fee of **\$31,788.00**. This fee does not include the Potential Additional Services described above. Fee breakdown by phase is included below and in the attached Project Work Plan spreadsheet.

Task 1: Project Management	\$ 3,894.00
Task 2: Survey	\$ 5,546.00
Task 3: Data Collection	\$ 2,952.00
Task 4a: 40% Design	\$ 12,708.00

Task 4b: 100% Design	\$ 6,688.00
TOTAL	\$ 31,788.00

Halff estimates the entire project will be completed in approximately five (5) months, pending typical City review times, from the date of notice to proceed to perform these services. Upon approval of the scope Halff will develop a more detailed schedule for the PM.

W Hampton Area Drainage Improvements - Estimated Project Schedule

Task	2024			2025	
	Oct	Nov	Dec	Jan	Feb
NTP					
Project Initiation					
Survey					
Data Collection					
40% Plans					
40% City Review Plans					
100% Plans					
100% City Review Plans					
Final Submittal					

We appreciate this opportunity to work with you on this project. If you have any questions or need additional information, please feel free to contact me by phone at (210) 798-1895 or email at aknott@halff.com.

Respectfully,
HALFF ASSOCIATES, INC.



Abigail L Knott, PE, CFM
 Senior Project Manager



Melissa Reynolds, PE
City of Seguin
September 4, 2024

APPROVED:

It is understood and agreed that by signing this proposal you agree with the attached "General Terms and Conditions".

City of Seguin:

By: _____

Print Name

Signature

Title: _____

Date: _____

EXHIBIT B
PAYMENT AND FEE SCHEDULE

Fee/Price Proposal Breakdown for Professional Services: This level of effort is for estimating purposes only. This is a lump sum fee structure so, effort will be billed on a percent complete basis.

Project Name:	W Hampton St Area Drainage
Name of Firm/Prime:	Halff Associates, Inc.
Date Proposal Submitted:	11/17/2023
Project Manager:	Abigail Knott

Position/Personnel Title	Principal/Partner	QA/QA Manager	Project Manager	Senior Engineer V	Engineer IV	Engineer III (PE)	EIT	GIS Analyst	Admin / Accounting	Survey Tech	RPLS	2-Man Survey Crew	Sub-total
Fully-Loaded Hourly Wage Rates * (as defined below)	\$285.00	\$280.00	\$215.00	\$218.00	\$180.00	\$155.00	\$130.00	\$100.00	\$90.00	\$110.00	\$190.00	\$185.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Task 1: Project Management and Coordination													
a. Project Coordination and Correspondence	2			4					6				12
b. Project Meetings and Collaboration				4			8						12
c. QAQC - distributed per task													
Sub-total Task 1:													\$3,894.00
Task 2: Survey													
2.a. Field Reconnaissance													
2.a.ii. -Field Survey				2						4	2	12	20
2.a.iii. -Develop GIS and File Survey Data							4			4	2		10
QAQC		1					2				1		4
Sub-total Task 2:													\$5,546.00
Task 3: Data Collection													
3.a. Obtain and Review Available Data													
Collect and Catalogue GIS Data				2			4						6
Level D SUE				2		2	4						8
QAQC		1					2				1		4
Sub-total Task 2:													\$2,952.00
Task 3: Design / Construction Plan Milestones and Deliverables													
a. 40% Design Plans													
Plans & Specifications				4		16	48						68
Opinion of Probable Construction Cost (OPCC)				2			4						6
QAQC		4					8						12
Sub-total Task 3a:													\$12,708.00
b. 100% Sealed Design Plans and Bid Phase Services													
Final Design Plans				4		4	16						24
Opinion of Probable Construction Cost (OPCC)				2			4						6
QAQC		4					8						12
Sub-total Task 3b:													\$6,688.00
Total Hours:	2	10		26		22	112		6	8	6	12	204
Total Fee Proposal (Not to Exceed):	\$570.00	\$2,800.00		\$5,668.00		\$3,410.00	\$14,560.00		\$540.00	\$880.00	\$1,140.00	\$2,220.00	\$31,788.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

EXHIBIT C
COMPLETION SCHEDULE

W Hampton Area Drainage Improvements - Estimated Project Schedule

Task	2024			2025	
	Oct	Nov	Dec	Jan	Feb
NTP					
Project Initiation					
Survey					
Data Collection					
40% Plans					
40% City Review Plans					
100% Plans					
100% City Review Plans					
Final Submittal					