



September 8, 2017

City of Seguin  
Attn: Jose (Joe) R. Ramos, Jr., P.E.  
205 N River Street  
Seguin TX, 78155

Subject: Tor Drive Reconstruction from BUS 123 to SH 123 (CSJ 0915-46-042)  
**North Vaughan/San Antonio Avenue and Park West Sidewalk Project** (CSJ 0915-46-043)  
Scope & Fee Proposals for Construction Management and Inspection Services

Dear Mr. Ramos:

Brown & Gay Engineers, Inc. (BGE) is pleased to submit proposals for the following:

- 1. Tor Drive Reconstruction Project from BUS 123 to SH 123, Construction Management and Inspection Services**
- 2. North Vaughan/San Antonio Avenue and Park West Sidewalk Project, Construction Management and Inspection Services**

Each of these proposals are detailed below:

**1. Tor Drive Reconstruction from BUS 123 to SH 123, Construction Management and Inspection Services**

**Scope of Services**

Perform construction management and inspection services on an hourly basis as described in ATTACHMENT A.

**Schedule**

The schedule to complete the services requested begins upon execution of notice to proceed and continues for an estimated 11 months, or 44 weeks.

**Compensation**

The maximum payable contract amount, without an executed supplemental agreement, for Tor Drive construction management and inspection services of One Hundred Seventy Four Thousand, Twenty Dollars and zero cents (\$174,020.00) is proposed to be



billed for each hour chargeable to the project, at the contract hourly rates, plus the actual cost of direct expenses. Please see ATTACHMENT B-1, Engineering Service Fee Breakdown.

## **2. North Vaughan/San Antonio Avenue and Park West Sidewalk Project, Construction Management and Inspection Services**

### **Scope of Services**

Perform construction management and inspection services on an hourly basis as described in ATTACHMENT A.

### **Schedule**

The schedule to complete the services requested begins upon execution of notice to proceed and continues for an estimated 9 months, or 39 weeks.

### **Compensation**

The maximum payable contract amount without an executed supplemental agreement, for the North Vaughan/San Antonio Avenue and Park West Sidewalk construction management and inspection services of One Hundred Thirty Seven Thousand, Two Hundred and Ninety Dollars and no cents (\$137,290.00) is proposed to be billed for each hour chargeable to the project, at the contract hourly rates, plus the actual cost of direct expenses. Please see ATTACHMENT B-2, Engineering Service Fee Breakdown.

Should you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading "Michael P. Lehmann" followed by a stylized "PE" to the right, indicating Professional Engineer status.

Michael P. Lehmann, P.E.  
BGE

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **FOR PROFESSIONAL ENGINEERING SERVICES**

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE CITY OF SEGUIN PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED MUTUALLY BY CITY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

The **Engineer** will provide Professional Construction Engineering/Inspection Services for the **Project**, as set forth below.

#### **I. PROJECT DESCRIPTIONS**

Tor Drive Project, CSJ 0915-46-042

This project involves the construction of approximately 1.023 miles of Tor Drive in the City of Seguin (City) from SH 123 Business to SH 123 (Bypass). The project provides for a 3 lane roadway. The proposed section includes a three-lane configuration with a continuous left turn lane separating the single lanes in each direction, and provides bicycle lanes and sidewalks. Construction elements consist of grading, geogrid, flex base, culverts, storm sewer and inlets, concrete curb and gutter, asphalt pavement, signing, pavement markings and markers, TCP, and SW3P.

North Vaughan/San Antonio Avenue and Park West Sidewalk Project, CSJ 0915-46-043

This project includes construction of 5' and 6' wide sidewalks, driveway reconstruction and a pedestrian bridge; and all other appurtenances necessary for the complete project.

#### **II. SERVICES TO BE PROVIDED BY THE ENGINEER**

The Services provided under this Agreement shall include coordination, reporting, liaison, inspection, claims avoidance, problem-mitigating, and TxDOT / FHWA compliance for the

construction of the Projects by contractors separately employed by the City. The basic overall service to be delivered by the Engineer is to ensure the construction of the Projects are in conformance with the plans and specifications issued by the City, including, but not limited to, coordinating with a testing contractor independently hired by the City, verifying that construction materials conform to Project specifications, and verifying that the materials are properly incorporated into the Project as required by the Project specifications. Safety of the public and the workers, construction management cost control, dispute resolution and mitigation, and TxDOT/FHWA/LGPP compliance are all important components of the daily construction management services and activities.

The Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

The Engineer is considered to be an extension of the staff of the City and shall be subject to oversight, monitoring, and direction of the City. The Engineer shall ensure the Project is constructed in conformance with the EPIC sheet included in the plans. The Services shall include but, shall not necessarily be limited, to the following:

**A. Review of Documents and Information**

**1. Review of City-furnished Documents**

The Engineer shall review and evaluate City-furnished documents provided under this Agreement. As part of that review effort, the Engineer shall meet with the City staff, as necessary, to obtain an understanding of the contents of the City furnished documents. The Engineer shall identify in writing any additional information that may be required.

The City-furnished documents shall include, as a minimum, the following:

- All project plans and specifications prepared by design engineers retained by the City.

**B. Technical Support Services**

The Engineer shall provide technical support systems and services including document control, project cost control, and CPM schedule analysis.

**1. Document Control/Document Control Structure**

The Engineer shall utilize TxDOT's Site Manager or other document control system approved by the City to assure the appropriate control of documentation and reporting. The purpose of the selected system is to

provide the City and TxDOT with the most accurate and current information in a timely manner, while avoiding the deferral of outstanding issues.

The Engineer shall keep complete and accurate records of documents received and issued by all parties involved in the construction management of the project. Reviews and comments on these documents by the Engineer and others shall also be recorded and distributed to the City.

## **2. Project Information Library**

The Engineer shall create and maintain a Project information library throughout the duration of the project to be delivered to the City at project completion. This library will contain all pertinent Project documentation and will include, but is not be limited to, copies of the following:

- The Agreement
- All Project related contracts and amendments
- Project Diaries and correspondence
- Current construction plans and specifications
- Construction documents including addenda, change orders, time extensions, supplemental agreements, extra work orders, plans and specification revisions, and "as built" documentation
- Permits
- Contract budgets, estimates and schedules
- Reports of Contractor compliance with DBE and Wage Rate provisions
- Testing and inspection reports, maintained with user friendly access, in a readily retrievable format
- Submittals, RFIs and shop drawings
- Progressive construction progress payments
- Barricade Inspection Reports (form 599) will be maintained in a separate file labeled "Not Subject To Open Records"
- SW3P Inspections
- Reports and documents as required by TxDOT and FHWA as outlined in the "TxDOT's Area Engineers and Inspector's Contract Administration Handbook"
- Other information related to the project

### **TxDOT/FHWA Compliance**

The Engineer shall maintain all project and inspection records to ensure compliance with TxDOT/FHWA regulations and requirements as outlined in TxDOT's "Local Government Project Procedures (LGPP) Qualification for the Texas Department of Transportation" Manual.

### **3. Scheduling**

Evaluate and provide recommendations to the City for the acceptance of the contractor's CPM schedules.

### **4. Monthly Progress Report**

The Engineer shall provide project information to the City detailing project update information each month. This information will contain the following:

- Period covered
- General progress and status of Project construction
- Budget summary/cash flow information
- Schedule review and update
- Any major decision requiring input from the City, or other stakeholders
- Major milestones or other items of particular interest
- Progress photographs
- The format of the Monthly Progress data reporting shall be developed by the Engineer and submitted to the City for approval.

## **C. Communication and Coordination**

### **1. Project Coordination**

The Engineer will monitor construction or maintenance activities on other project(s) which may be under construction within the boundaries of or adjacent to the Project. The Engineer shall advise the City when conflicts between these projects may arise.

### **2. Coordination with the Texas Department of Transportation (TxDOT)**

The Engineer shall review and, in conjunction with the City, meet with TxDOT as needed to determine any relevant issues, standard TxDOT forms, documents and reports that may be required in managing the Project.

### **3. Progress Review and Coordination Meetings**

The Engineer shall meet with the City on a monthly basis. These meetings shall serve as a forum for the exchange of information, coordination of work efforts, identification of critical issues, determination of action plans and schedules for resolving critical issues, schedules and budget considerations and discussion of other issues deemed appropriated by the City Responsible Person. The Engineer shall document these detailed meeting discussions.

## **D. Construction Phase Services**

The Engineer will organize and maintain a competent construction management and inspection staff with clearly defined lines of authority and communication as necessary to monitor construction activities and ensure contract compliance. During the construction of the Project the Engineer shall:

### **1. Preconstruction Meeting**

Attend a preconstruction meeting for the Project.

### **2. Construction Contractor Liaison**

Serve as a liaison between the City and the construction contractors working on the Project.

### **3. Construction Observation Responsibilities**

Provide a professional qualified field organization satisfactory to the City to monitor, observe and manage the construction of all elements of the Project in a manner commensurate with current TxDOT/FHWA standards.

### **4. Daily Inspection and Reporting**

Maintain on a daily basis a complete and accurate inspection report documenting all activities and events related to the Project and a record of all work undertaken or completed by the contractor including quantities of pay items. Daily reports shall be furnished to the City upon completion of the project.

### **5. Engineer Diary Requirements**

Maintain detailed project diary for the Project. Diaries shall be furnished to the City upon completion of the project.

### **6. Material Testing**

Coordinate with a testing contractor independently hired by the City. Confirm testing is performed in accordance with minimum schedule at tests. Confirm materials meet specifications prior to acceptance.

Review and approve fabrication inspection reports, and material and product suppliers' certificates of conformance for materials and appurtenances fabricated offsite.

**7. Construction Non-conformances**

The Engineer shall be responsible for review and approval of resolutions on all Construction non-conformances.

**8. Contractor Coordination for Wage Rates**

Monitor contractor compliance with Wage Rate and DBE requirements of construction contract provisions.

**9. Contractor Coordination**

Meet with contractor on a weekly basis for Project coordination and issue resolution.

A two week schedule will be obtained from the contractor at these meetings. Meeting minutes shall be generated and distributed to the contractor and City Designee to document construction progress, issues discussed, decisions made, and items which remain unresolved.

**10. Project Files**

Maintain accurate and complete files of correspondence, telephone conversations, and other written documentation concerning construction activities. All records to be maintained as a part of the Project Information Library.

**11. Shop Drawing Submittals**

Log, monitor, and coordinate the contractors' submittal and receipt of fabrication plans, shop drawings, and product and/or material submittals to and from the City Designee.

**12. Request for Information (RFI)**

Log, monitor, and coordinate the contractors' requests for information. Manage the RFI process to ensure timely responses are provided to the contractor. All records to be maintained as a part of the Project Information Library.

**13. Accident Reporting**

Report accidents to the City and record in project diary.



**14. Differing Site Conditions**

Report field conditions that vary from the design drawings to the City as soon as differing site conditions become evident.

**15. Project Site Communications System**

Provide vehicles, computers, cell phones and office supplies necessary to adequately and efficiently perform the described engineering services.

**16. Construction Contract Change Controls**

Notify the City of potential construction contract changes. Coordinate with the City for the preparation and execution of Change Orders complying with requirements of applicable TxDOT/FHWA procedures.

**17. Monthly / Final Pay Estimates**

Review Contractor payment requests and provide recommendations of acceptance to the City on the monthly and final Contractor pay estimates.

**18. Claims Avoidance**

Act as liaison for and make sound claims avoidance recommendations to the City.

**19. Project Documentation Provisions**

Prepare and distribute necessary forms for monitoring and inspecting construction activities, test reports, etc., using the standardized forms required by TxDOT, complying with requirements of TxDOT/FHWA procedures.

**20. Record Drawings**

Establish and maintain throughout construction, a current set of contract documents (plan sheets and specifications) in the field office containing revised drawings and markups of changed conditions and field modifications. These records shall be used by the Engineer in reviewing and providing recommendation to the City on the acceptance of As-built drawings provided by the Contractor.

**21. Project Photograph Log**

Maintain a project photograph log to record construction activity and

preconstruction conditions. Digital photos shall be filed with the Project records and shall be provided to the City as requested.

Additional photographs shall be taken of unusual construction techniques, accidents, unsafe working conditions, damaged equipment or materials, vandalism, construction problems, potential construction claim events, or any other items deemed worthy of records.

**22. Utility Construction Coordination**

Notify the City when a utility conflict is encountered during construction.

**23. TCP Inspection**

Perform inspections of the implemented Traffic Control Plan of the PS&E. Provide inspection reports to the City.

Provide notification of lane closures received from the Contractor to the City.

**24. Environmental Coordination**

Monitor construction activities to verify conformance with permit requirements and to confirm that the environmental commitments on the project are satisfied.

Verify contractors' compliance with SW3P. Ensure that Best Management Practices (BMPs) in compliance with TCEQ requirements are in place and appropriate notifications filed prior to initiation of construction activities.

Conduct weekly inspections of all BMPs, construction exits, disturbed areas, and storage areas exposed to precipitation for evidence of, or the potential for, pollutants entering a Municipal Separate Storm Sewer System, streambed, or other conveyance. Prepare a report in accordance with associated regulations within 24 hours of the inspection. Provide a copy of the reports to the City Designee and maintain in the SW3P binder in accordance with associated regulations.

**25. Final Inspection Reporting**

Conduct final inspection of the completed work and make recommendations relative to its acceptance.

**26. Final Payment Determination**

Certify the accuracy of all final pay quantities and make recommendations relative to final payment to the contractors.

**27. Final Documentation**

Maintain detailed and accurate records that are compiled throughout the course of construction, so as to assure adequately detailed Record Drawing documentation of completed construction activities, as described above.

ATTACHMENT B-1

Engineering Service Fee Breakdown

**City of Seguin**  
**Tor Drive**  
**CSJ 0915-46-042**

Construction Inspection and Management Proposal

Assumed duration            11 Months                      44 weeks

<b>Personnel</b>	<b>Hrs/wk</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
PM	2	88	\$247	\$21,736
Inspector	30	1320	\$98	\$129,360
Audit	2	88	\$98	\$8,624
Subtotal				\$159,720

<b>Direct Expenses</b>	<b>Cost/Mo</b>	<b>Total</b>
Truck	\$1,100	\$12,100
Cell Phone	\$100	\$1,100
Computer	\$100	\$1,100
Subtotal		\$14,300
<b>Grand Total</b>		<b>\$174,020</b>

9/8/2017

# ATTACHMENT B-2

## Engineering Service Fee Breakdown

**City of Seguin**

**North Vaughan/San Antonio Avenue and Park West Sidewalk Project**

**CSJ 0915-46-043**

Construction Inspection and Management Proposal

Assumed duration                      9 Months                      39 weeks

<b>Personnel</b>	<b>Hrs/wk</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
PM	2	78	\$247	\$19,266
Inspector	24	936	\$98	\$91,728
Audit	2	78	\$98	\$7,644
Subtotal				\$118,638

<b>Direct Expenses</b>	<b>Cost/Mo</b>	<b>Total</b>
Truck	\$1,100	\$9,900
Cell Phone	\$100	\$900
Computer	\$100	\$900
Subtotal		\$11,700

### **Bridge Fabrication Inspection, Greeley Colorado**

Bridge Inspector	24 hrs	\$247	\$5,928
Air Travel	1 round trip	\$400	\$400
Car Rental & Fuel	2 days	\$65	\$130
Meals/Lodging	2 days	\$247	\$494
Subtotal			\$6,952

**Grand Total    \$137,290**

9/8/2017