



Stantec Consulting Services Inc.

70 NE Loop 410 Suite 1100, San Antonio TX 78216-5893

June 4, 2019

Attention: Jack Jones, CPRP, Director of Parks and Recreation

City of Seguin
600 River Drive West
Seguin, Texas 78155
jjones@seguintexas.gov

Dear Jack Jones,

Reference: **City of Seguin Parks, Recreation, Open Space and Trails Master Plan**

We appreciate the opportunity to submit this proposal for professional planning and design services to develop the Parks, Recreation, Open Space and Trails Master Plan for the City of Seguin, Texas. It is our understanding that the project will consist work described below in the scope of work section.

If you agree with the scope of services and associated fees as presented, please sign and return the Professional Services Agreement included with this proposal to our office. A fully executed copy will be returned for your records.

We appreciate the opportunity to submit this proposal and look forward to being a part of your planning and design team for this project.

SCOPE OF WORK

Based on our understanding of your needs at this time and the current status of this project, we propose to provide the following specific services:

A. Task 1 – Population/Demographic Analysis

Stantec will evaluate and analyze the population and demographic characteristics of the City and extraterritorial jurisdiction (ETJ) to help identify current and future park and recreational needs.

B. Task 2 – Existing Conditions Analysis and Inventory

Stantec will inventory and assess all existing parks, trails, facilities, and related park ordinances. Stantec will conduct site visits for each existing city park facilities and document size, location, park classification, photographs, facilities, and park equipment. Stantec will then create written text and existing conditions map(s) to document the current state of the existing park and recreational facilities. Stantec will review existing planning documents and maps as they relate to park and trail planning.

Design with community in mind



Reference: City of Seguin Parks, Recreation, Open Space and Trails Master Plan

C. Task 3- Community Engagement

Stantec engages everyone in the planning process. We don't just talk, we listen. Then we use what we hear to craft solutions that reflect community needs and hopes. Our commitment to full engagement and real understanding means finding the right channels to give every stakeholder a meaningful say. We use methods as familiar as one-on-one interviews and public workshops; as social as mobile polling and multilingual advertising; and as simple as refrigerator magnets. We inform, encourage, and learn from the people who know the City best. We work hard to reach people in every corner of the community.

Throughout the project, Stantec will develop, participate, and facilitate the following public engagement activities:

- Task 3A – Stantec will develop a project website in both English and Spanish in Month 2 of the project. Stantec will use this website to both inform and involve the residents. The website will provide interactive opportunities in addition to access to presentations, draft documents, maps, and other graphics.
- Task 3B - Stantec will work with the City to take advantage of existing social media opportunities in Seguin, such as existing Facebook, Instagram, and Twitter accounts owned by the City, and the school district. Our experience is that providing information for accounts with existing followers is more successful than setting up new accounts for a project.
- Task 3C – Stantec will work closely with the City staff to create survey questions and to obtain input from the community both in person at community events and through partnering with community businesses, and also via online channels using the website and social media. The purpose of the surveys is to ascertain public needs for parks, recreation, trails, and open space. We will utilize a community wide survey so that the results can easily be analyzed. We will analyze the survey data to define priorities and recommendations for parks, recreation, trails, open space, and programming identified in the Master Plan.
- Task 3D - Meetings with City staff in addition to the monthly status/progress reports:
 - 1) Stantec will attend one (1) kick-off meeting with the Client before the start of the project. The purpose of this meeting will be to review the projects scope, schedule, communication, expectations, deliverables, and Client and Consultant task.
 - 2) Stantec will then interview staff (maximum 10) identified in partnership with the city regarding park and trail desires, issues, and challenges.



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- 3) Stantec will meet with staff to discuss findings to date and preliminary findings, assessments, and recommendations. This meeting will be scheduled after the initial round of public engagement activities to include community surveys, two (2) community events, Parks and Recreation Advisory Board Meeting No. 1, Public Meeting No. 3, and Focus Group meeting.
 - 4) Stantec will review draft recommendations for the Parks, Recreation, Trails and Open Space Master Plan with staff before presenting it at the Parks and Recreation Advisory Board Meeting No. 2.
- Task 3E - Throughout the project, Stantec will attend up to four (4) community events to promote the project, and to gather citizen feedback. Likely events include: Taste of Seguin, Fourth of July Parade, Freedom Fiesta, Third Thursday in Downtown Seguin, and/or other community events.
 - Task 3F - Parks and Recreation Advisory Board Meetings:
 - 1) Meeting No. 1- The purpose of this meeting is to discuss project kick-off, findings to date, issue identification, local input, goals, Board input, and visioning.
 - 2) Meeting No. 2- The purpose of this meeting is to discuss findings to dates and preliminary assessments and preliminary recommendations for the Parks, Recreation, Trails, and Open Space Master Plan.
 - Task 3G – Public Meetings:
 - 1) Meeting No. 1- The purpose of this City Council workshop meeting is to discuss project kick-off, findings to date, issue identification, local input, goals, and visioning.
 - 2) Meeting No. 2- Project kick-off, findings to date, issue identification, local input, goals, and visioning.
 - 3) Meeting No. 3- Gather additional public input.
 - 4) Focus Group Meeting- Discuss possible amenities for the City's Old Library Site, Bauer Park, and other City identified amenities.
 - 5) Meeting No. 4- Present recommendations for the Parks, Recreation, Trails, and Open Space Master Plan.



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- Task 3H – Plan adoption meetings:
 - 1) Parks and Recreation Advisory Board Meeting- Presentation and adoption of the Final Parks, Recreation, Trails, and Open Space Master Plan.
 - 2) Planning and Zoning Commission Meeting- Presentation and adoption of the Final Parks, Recreation, Trails, and Open Space Master Plan.
 - 3) City Council Meeting- Presentation and adoption of the Final Parks, Recreation, Trails, and Open Space Master Plan.

D. Task 4 – Visions and Goals

Based on Stantec's finding, committee input, survey, and public comments, Stantec will draft a parks and trails vision with accompanying goals. The purpose of this task is to develop a reflection of the community's park desires and values.

E. Task 5 – Park Classifications

Stantec will review the previous Parks Master Plan and revise park classifications as necessary. Classification will be based on the NRPA publication Parks, Recreation, Open Space, and Greenway Guidelines to establish the park system and other standards as appropriate. Other influences on park classification updates may include existing conditions and community input.

F. Task 6 – Standards Analysis/Needs Assessment

Stantec will utilize the Existing Conditions Analysis and compare the existing park and recreational facilities within the City of Seguin against published and nationally accepted parks and recreational standards. Standards to be explored will include facilities and parkland acres by park classifications.

G. Task 7 – Demand Analysis/Needs Assessment

Stantec will use citizen, staff, and committee input to prepare a demand analysis. This task will also assist in the prioritization of recommendations and future improvements.

H. Task 8 – Parks, Recreation, Trails & Open Space Master Plan/Recommendations



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Stantec will develop an overall Parks, Recreation, Trails, and Open Space Master Plan report to include a graphic written report, with an executive summary, maps, and associated graphics, photographs, tables, and charts. The report will document the planning process, input, and all previous tasks. The criteria established by the Texas Parks and Wildlife Department will form the basis for Seguin's Parks, Open Space, and Trails Master Plan chapters.

The master plan will feature recommendations for the following items:

- Task 8A- Park recommendations for each existing park and proposed park. A general description of recommendations along with identification for recommended improvements and park program amenities. A preliminary estimate of probable park development/ construction cost will be provided for planning purposes only and will not include detailed cost estimating for design, maintenance or construction purposes.
- Task 8B- List of prioritized future projects based on established goals and community input.
- Task 8C- Financial plan, including applicable budgets and available grant opportunities.
- Task 8D- Direction on the locations of new recreational facilities and the amenities featured within each recreational facility.
- Task 8E- Guidance on the acquisition of parkland and recreation facilities.
- Task 8F- Identification of relevant community and park development trends along with regional and national standards.
- Task 8G- Review of existing partnerships and recommend new partnership possibilities along with the expansion of existing partnerships.
- Task 8H- A trails master plan, including general trail routes, trailhead locations, trail construction standards, trail signage/markers, and identifying trail connections.
- Task 8I- Changes to the City's Unified Development Code (UDC) regarding parkland dedication.
- Task 8J- New rules, regulations, and ordinance related to parks.
- Task 8K- Identification of the economic impact of recommended parks and revenue generating park amenities



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I. Task 11 – Deliverables

Deliverables within the final master plan will include color master plan exhibit in large format, 20 bound and tabbed copies of the final master plan document, an unbound copy for printing maps and graphics, and all text of the master plan document distributed in electronic format. The resulting master plan will become the exclusive property of the City of Seguin.

J. City Role:

- Provide all existing plans, and ordinances to the consultant team in the first week of signing the contract.
- Post plan-related information (content provided by Stantec) on its social media.
- Assist the consulting team in outreach for public engagement events, set up of advisory committee meetings and City Council meetings, including space and equipment rentals.
- Costs for advertising, outreach, and refreshments served at public meetings if any.

K. The City's Terms and Conditions for Architect/Engineers Agreements attached as Exhibit 1 to this Scope of Work shall govern all of Stantec's work under this Scope of Services and said Terms and Conditions shall serve as the general terms and conditions for the conduct of work hereunder.

FEE SCHEDULE

We propose to provide the specific services described above on a lump sum fee basis, as follows:

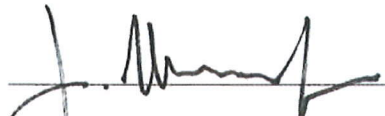
DELIVERABLES	LUMP SUM	\$100,000
EXPENSES/ REPRODUCTIONS (AS DESCRIBED ABOVE)		INCLUDED
	TOTAL	\$100,000

Please note that the above fees are based on smooth project implementation and have assumed no major changes will be made to the project scope or the project schedule after the kickoff meeting. Planning, Landscape Architecture, and design work provided outside the above scope of work will be billed as an additional service at an hourly rate per the attached rate sheet or a mutually agreed upon lump sum once approved in writing by both parties.



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Mark Maldonado, PLA
Stantec Senior Associate
Landscape Architecture/ Planning Discipline
Co-Lead- US Central South

6.7.2019
Date

Douglas G. Faseler, City Manager
City of Seguin

Date

EXHIBIT 1**City of Seguin, Texas****Terms and Conditions for Architect/Engineer Agreements****1. Standards of Performance**

- (a) The performance of all services by the Consultant under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
- (b) In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professional consulting firms who possess special expertise in the types of services involved under this Agreement.
- (c) Any provisions in this Agreement pertaining to the City's review, approval and /or acceptance of written materials prepared by the Consultant and/or its subconsultants in connection with this Agreement will not diminish the Consultant's responsibility for the materials.
- (d) The 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.
- (e) In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

2. City's Responsibilities

- (a) The City will provide information to the Consultant regarding the City's requirements for the Consultant's services under this Agreement. The City will furnish the Consultant with copies of official City design standards and construction standards, and other data and information in the City's possession needed by the Consultant, at the Consultant's request.
- (b) The City will designate an authorized representative to act on the City's behalf with respect to this Agreement. The City will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by the City.

3. Consultant's Records

- (a) All expense records of the Consultant will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.
- (b) The City, its auditors and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records

of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

(c) 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.

4. Ownership and Use of Documents

(a) All documents prepared by the Consultant in connection with this Agreement will become the property of the City whether any project related to this Agreement is executed or not.

(b) 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 that in the event 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.

5. Term; Termination of Agreement; Default

(a) The term of this Agreement begins upon its execution by the City, and will end upon the Consultant's completion, and the City's acceptance, of all services described in this Agreement.

(b) This Agreement may be terminated by either party upon 15 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.

(c) This Agreement may be terminated at will by the City upon at least 15 days prior written notice to the Consultant.

(d) In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the 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 the reproduction of these items will be borne by the City.

(e) 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.

6. Insurance and Indemnity

(a) The Consultant will hold harmless, indemnify 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 arising from the negligent or intentional acts, errors or omissions of the Consultant, its officers, employees or agents. 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.

(b) The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in a form satisfactory to the City, showing that Consultant has complied with this paragraph. All certificates will provide that the policy will not be canceled until at least 30 days written notice has been given to the City, and will name the City as an additional insured on all coverages except workers' compensation and professional liability. 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 that meets the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC 110.110..

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000 for property damage (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$500,000.00.

(c) 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 met by 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.

(d). City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the

underwriter of any of such policies). Upon such request by City, Consultant shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. (e). Consultant agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

a. Name, the City of Seguin and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage.

b. Provide for 30 days' notice to City for cancellation, non-renewal, or material change.

c. Provide for notice to City at the address shown below by registered mail.

d. Consultant agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

(f) **Waiver of Subrogation.** Consultant, its agents, employees and subcontractors, hereby waive any and all rights of subrogation against the City of Seguin arising out of any claim or incident for which insurance coverage or indemnification is required under the Contract Documents.

7. No Waiver of Immunity

The City's execution of and performance under this Agreement will not act as a waiver by the City of any immunity from suit or liability 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.

8. Remedies; No Waiver

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.

9. Miscellaneous Provisions

(a) This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Guadalupe County, Texas.

(b) 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 or failure to act.

(c) The Consultant agrees not to 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.

(d) 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 consultants 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.

(e) 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 because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default of the Consultant of the Agreement.

(f) 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.

(g) 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.

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

(i) 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 shall not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

(j) 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.

(k) 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 may not assign, sublet or transfer any interest in this Agreement without the written consent of the other.

(l) This Agreement represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. Except as to a change in the scope of services, the compensation for which does not exceed \$25,000.00, this Agreement may be amended only by written instrument approved by the City's governing body and signed by both the City and the Consultant.

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

(n) In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, these Terms and Conditions will govern and control.



STANDARD RATE SCHEDULE

THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR

OFFICE PERSONNEL SERVICES	Hourly Rate
Senior Principal (L18).....	\$232
Principal (L16-L17)	\$216-224
Project Manager (L10-L15)	\$147-196
Civil/Electrical/Mechanical/Structural Engineering Technician (L06-L12)	\$121-166
Civil/Electrical/Mechanical/Structural Designer (L8-L11)	\$137-158
Civil/Electrical/Mechanical/Structural Engineer (L8-L16)	\$137-216
GIS Analyst (L7-L10).....	\$126-147
Landscape Designer (L6-L8).....	\$121-137
Landscape Architect (L8-L17).....	\$137-224
CAD Technician (L5-L10).....	\$116-147
Rod Person/Instrument Person (L3-L5).....	\$92-116
Survey Party Chief (L5-L9)	\$116-142
Survey Technician (L4-L10)	\$102-147
Land Surveying Professional (L5-L15).....	\$116-196
Community/Regional Planner (L12-L15).....	\$166-196
Urban Planner (L6-L11)	\$121-158
Administrative Assistant (L4-L7)	\$102-126
Administrative Manager (L8-L11).....	\$137-158
Courier (L4).....	\$102
Construction Inspection (L10-L11)	\$147-158
Construction Management/Coordination (L11-L15)	\$158-196
Claims Management	\$300
Expert Witness	\$450

FIELD PARTY SERVICES

2-Man Field Party	\$170 per hour
3-Man Field Party	\$196 per hour
4-Man Field Party	\$222 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles.....	Per IRS Rates
By Firm's Survey Trucks.....	\$0.75 per mile
Subsistence for Out-of-City Work (Survey Field Crew)	Prevailing IRS Approved
.....	Rates for Survey Locale
Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Our cost plus 10%
In-House Courier & Delivery Services	<15 Miles at ¼ hr Billing
In-House Courier & Delivery Services	>15 Miles at ¼ hr Billing
In-House Reproduction & Printing by Firm.....	Prevailing Commercial Rates

These rates are subject to change without notice.

Notes:

1. Field Party rates include a charge for normal equipment, normal supplies and survey vehicles. Abnormal use of stakes, lathes, etc. used (such as during the construction phase of a project) will be charged as indicated. A mileage charge will be billed for projects exceeding a 50 mile radius of the base office.
2. A minimum of two hours Field Party time charge will be made for show up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the appropriate rates shown above.

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Design with community in mind