



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**July 28, 2020**

**HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS**  
**1400 SCHERTZ PARKWAY BUILDING #4**  
**SCHERTZ, TEXAS 78154**

**CITY OF SCHERTZ CORE VALUES**

**Do the right thing**  
**Do the best you can**  
**Treat others the way you want to be treated**  
**Work cooperatively as a team**

**AGENDA**  
**TUESDAY, JULY 28, 2020 at 6:00 p.m.**

**City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, July 28, 2020, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.**

**Call to Order**

**Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas.**  
**(Councilmember Larson)**

**Presentations**

- City Manager Coin Presentation (M. Browne)

**City Events and Announcements**

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
- Announcements and recognitions by the City Manager (M. Browne)
- Announcements and recognitions by the Mayor (R. Gutierrez)

## Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at [bdennis@schertz.com](mailto:bdennis@schertz.com) by 5:00 p.m. on Monday, July 27, 2020, **SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS.** In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

*This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.*

***All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.***

*Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.*

## Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of July 14, 2020. (B. Dennis)
2. **Resolution No. 20-R-79** - Consideration and/or action approving a Resolution authorizing Professional Service Agreements with Raba Kistner, Inc., and Terracon Consultants, Inc., for on-call geotechnical engineering services and all matters in connection therewith. (B. James/K. Woodlee/S. McClelland)
3. **Resolution No. 20-R-85** - Consideration and/or action approving a Resolution authorizing a Purchase and Sale Agreement for the purchase of real property, 536 Main Street, as well as the purchase of real property improvements and other matters in connection therewith. (M. Browne/B. James)
4. **Boards, Commissions and Committee Member Resignations/Appointments** - Consideration and/or action accepting Mrs. LaDonna Bacon's resignation as a regular member of the Planning & Zoning Commission and appointing Mr. Earl Platt from an alternate position on the Planning & Zoning Commission to a regular member. (Mayor/Council/B. Dennis)

## Discussion and Action Items

5. **Ordinance No. 20-L-23** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas amending the Code of Ordinances, Chapter 62, Peddlers and Solicitors repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. ***First Reading*** (C. Kelm/M. Bane)
6. **Resolution No. 20-R-77** - Consideration and/or action approving a Resolution authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services. (C. Kelm/J. Mabbitt)
7. **Ordinance No. 20-M-24** - Consideration and/or action to approve an Ordinance by the City Council of the City of Schertz, Texas amending the City of Schertz Code of Ordinances and certain other Ordinances by amending and establishing fees for certain licenses, permits, and other services provided by the City of Schertz. ***First Reading*** (M. Browne/B. James/J. Walters)
8. **Resolution No. 20-R-80** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures with Utility Engineering Group, PLLC, totaling no more than \$143,000.00 for professional engineering services related to the Riata Lift Station Relocation Project, and other matters in connection therewith. (B. James/K. Woodlee/S. McClelland)
9. **Resolution No. 20-R-81** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures with Kimley-Horn Associates, Inc., totaling no more than \$294,000.00 for phase one of professional engineering services related to the 16” Dedicated Transmission Main Project, and other matters in connection therewith. (B. James/K. Woodlee/S. McClelland)

#### **Workshop**

10. **Workshop Discussion and Update (Ordinance 20-H-18)** - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long)
11. **Appointment of the Mayor Pro-Tem** - Discussion and consideration and/or action regarding the confirmation, appointment, or election of the Mayor Pro-Tem. (Mayor/Council)

#### **Roll Call Vote Confirmation**

#### **Information available in City Council Packets - NO DISCUSSION TO OCCUR**

12. **Cibolo Small Animal Hospital Expenditures** - Information regarding cumulative expenditures with Cibolo Small Animal Hospital for veterinarian services for the 2019/2020 fiscal year exceeding \$50,000. (C. Kelm/M. Bane)
13. **Southwest Public Safety Expenditures** - Information regarding expenditures with Southwest Public Safety with total services for the 2019/2020 fiscal year exceeding \$80,000. (C. Kelm/M. Casas)

## Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items be placed on a future City Council agenda.
- Announcements by Mayor and Councilmembers
  - City and community events attended and to be attended
  - City Council Committee and Liaison Assignments (see assignments below)
  - Continuing education events attended and to be attended
  - Recognition of actions by City employees
  - Recognition of actions by community volunteers

## Adjournment

### CERTIFICATION

I, BRENDA DENNIS, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 24th DAY OF JULY 2020 AT 4:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

BRENDA DENNIS

**I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON \_\_\_\_ DAY OF \_\_\_\_\_, 2020. TITLE: \_\_\_\_\_**

*This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.*

**The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.**

**Closed Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.**



## COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<b>Mayor Gutierrez</b> Audit Committee Investment Advisory Committee Main Street Committee	<b>Councilmember Scagliola – Place 5</b> Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation
<b>Councilmember Davis– Place 1</b> Audit Committee Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	<b>Councilmember Scott – Place 2</b> Interview Committee for Boards and Commissions
<b>Councilmember Larson – Place 3</b> Main Street Committee – Vice Chair	<b>Councilmember Dahle – Place 4</b> Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board
<b>Councilmember Heyward – Place 6</b> Audit Committee Investment Advisory Committee Schertz Animal Services Advisory Commission	<b>Councilmember Brown – Place 7</b> Main Street Committee Schertz-Seguin Local Government Corporation - Alternate

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** City Secretary  
**Subject:** Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of July 14, 2020. (B. Dennis)

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**BACKGROUND**

The City Council held a Regular City Council meeting on Tuesday July 14, 2020.

**RECOMMENDATION**

Recommend Approval.

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**Attachments**

7-14-2020 Draft Min

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# DRAFT

## MINUTES REGULAR MEETING July 14, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on July 14, 2020, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Mark Davis; Councilmember Rosemary Scott; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City      City Manager Dr. Mark Browne; Assistant City Manager Brian James;  
Staff:    Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City Secretary Brenda Dennis

### **Call to Order – City Council Regular Session**

Mayor Gutierrez called the regular meeting to order at 6:00 p.m.

### **Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Councilmember Larson)**

Mayor Gutierrez provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas, as Councilmember Larson had not arrived.

Mayor Gutierrez gave specific requests to guests and staff in reference to wearing their masks during the City Council meeting and departing the Council meeting.

### **City Events and Announcements**

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)

Mayor Gutierrez recognized Assistant City Manager Brian James who announced the City of Schertz will be holding its General Election on November 3, 2020, for the purpose of electing Council Members in Place 3, Place 4, and for Place 5. Information regarding the election and filing deadlines can be found on our

City website.

- Announcements and recognitions by the City Manager (M. Browne)

None at this time.

- Announcements and recognitions by the Mayor (R. Gutierrez)

None at this time.

## Hearing of Residents

**Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at [bdennis@schertz.com](mailto:bdennis@schertz.com) by 5:00 p.m. on Monday, July 13, 2020, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.**

*This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.*

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*Mayor Gutierrez recognized the following who spoke:*

- Richard A. Kunz, 2960 Red Tip Drive, who spoke as a citizen of Schertz and the President of the Schertz Police Association regarding their concerns/response to the recent Class & Compensation Study and the recent Staffing study. Mr. Kunz was careful to note their concerns/response (the Schertz Police Association) was not to cast blame or to cause embarrassment to anyone, but was simply to notify City Council.

- Maggie Titterington, President of The Chamber who announced that on September 15, 2020, at 11:15 a.m. at the Schertz Civic Center, 1400 Schertz Parkway, Building 5, they will host a Civic Leadership Luncheon. This will be in place of our traditional 'meet the candidates'. Join us as we host the candidates, incumbents and current sitting officials from Schertz, Cibolo, Selma and SCUCISD for a person to person meet and greet. Ask questions, receive information and be current on who is running or already sitting in office in your area. Maggie also thanked Dean Midlick, Marketing and PR Director with Physicians Premier, for providing COVID-19 updates for our communities.

Mayor Gutierrez recognized City Secretary Brenda Dennis asking if any residents had signed up on-line prior to the meeting to be heard. She indicated there were none.

### **Consent Agenda Items**

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

The following were read into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of July 7, 2020. (B. Dennis)
2. **Resolution No. 20-R-70** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Public Library Interlocal Agreement between the City of Schertz and the County of Bexar for the purpose of participating in a CARES Act 2020 Grant Agreement to circulate WI-FI Hotspots, and other matters in connection therewith. (B. James/M. Uhlhorn)
3. **Resolution 20-R-76** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to waive the utility bill reimbursement requirements for the Buffalo Valley Youth Association (BVYA) and the Schertz Youth Soccer Alliance (SYSA) for the 2020 calendar year totaling approximately \$20,000. (B. James/L. Shrum)

Moved by Councilmember Michael Dahle, seconded by Councilmember Tim Brown to approve consent agenda items 1-3.

AYE: Mayor Pro-Tem Mark Davis, Councilmember Rosemary Scott,  
Councilmember Scott Larson, Councilmember Michael Dahle,  
Councilmember David Scagliola, Councilmember Allison Heyward,  
Councilmember Tim Brown

Passed

## **Discussion and Action Items**

- 4. Resolution No. 20-R-67** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas calling the November 3, 2020, City of Schertz Joint General Election with Comal County, Bexar County and Guadalupe County and approving the Comal County Agreement/Memorandum of Understanding, Bexar County Agreement/Memorandum of Understanding and the Guadalupe County Election Contract. (B. Dennis/Council)

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided information regarding calling the November 3, 2020, Joint General Election with Comal, Bexar, and Guadalupe Counties for the purpose of electing Councilmember Places 3, 4, and 5 for a three-year term ending in November 2023 and for the approval of the Comal County Elections Memorandum of Understanding, the Bexar County Elections Memorandum of Understanding, and the Guadalupe County Contract. Action on this item will authorize staff to finalize the agreements with the three counties and the respective Election Administrators or County Clerk to conduct our election. Ms. Dennis provided additional detailed information about required postings, candidate packets, and voting centers. All information can be found on our city website.

Moved by Councilmember David Scagliola, seconded by Councilmember Tim Brown to approve Resolution No. 20-R-67.

AYE: Mayor Pro-Tem Mark Davis, Councilmember Rosemary Scott,  
Councilmember Scott Larson, Councilmember Michael Dahle,  
Councilmember David Scagliola, Councilmember Allison Heyward,  
Councilmember Tim Brown

Passed

## **Workshop**

5. **Workshop Discussion and possible action regarding (Ordinance 20-H-18) -**  
Discussion and possible action regarding Ordinance No. 20-H-18 and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18  
- Declaration of Local Disaster, also a short presentation from Dr. Stephen Carter and Dr. Lonnie Schwirlich. (M. Browne/C. Kelm/K. Long)

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who provided a PowerPoint presentation updating Council on COVID-19 statistics. Mr. Kelm introduced Dr. Stephen Carter and Dr. Lonnie Schwirlich with Physician Premier ER.

Mayor Gutierrez recognized Dr. Stephen Carter and Dr. Lonnie Schwirlich with Physician Premier ER who also provided a PowerPoint presentation which gave an excellent more specific/detailed update on the dynamics and treatments of COVID-19 and answered questions from Council. Council was very appreciative for their expertise and willingness to speak at our Council meeting.

Mayor Gutierrez reiterated his appreciation to the Doctors for their presentation and willingness to give of their time and speak to Council.

Mayor Gutierrez also stated Fire Chief Kade Long wished to point out our Public Affairs Department is updating our numbers on COVID-19 within the hour of our municipality receiving them. The numbers posted on our website are current.

### **Roll Call Vote Confirmation**

City Secretary Brenda Dennis provided roll call confirmation for items 1-4.

### **Closed Session**

The following was read into record:

6. City Council will meet in Closed Session under Sections 551.071 and 551.072 of the Texas Government Code, to seek the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Act, and to deliberate the purchase, exchange, lease, or value of real property, to wit: certain water and wastewater rights and associated real property rights and available options.

Mayor Gutierrez asked those who were not participating in the closed session to step outside the building until the closed session had ended. Mayor Gutierrez recessed the regular meeting into closed session at 6:50 p.m.

## **Reconvene into Regular Session**

Mayor Gutierrez reconvened into regular session at 7:18 p.m.

- 6A.** Take any action based on discussions held in closed session under Agenda Item 6.

No action was taken.

## **Information available in City Council Packets - NO DISCUSSION TO OCCUR**

Mayor Gutierrez mentioned agenda item 7 which was in the City Council packets can also be found on our website.

- 7.** 2019 Tax Year reimbursement per the Development Agreement with Amazon.com Services, Inc. (A. Perez)

## **Requests and Announcements**

- Announcements by the City Manager.

None at this time.

Mayor Gutierrez specified a change being made to future agendas. We will provide the opportunity for Council to ask for any updates or information on anything you like, while also providing you the option to place something on a future agenda.

- Requests by Mayor and Councilmembers that items be placed on a future City Council agenda.

None at this time.

- Announcements by Mayor and Councilmembers

- City and community events attended and to be attended
- City Council Committee and Liaison Assignments (see assignments below)
- Continuing education events attended and to be attended
- Recognition of actions by City employees
- Recognition of actions by community volunteers

Mayor Gutierrez recognized Councilmember Mark Davis who stated he attended the TIRZ (Tax Increment Reinvestment Zone No. 2) meeting as well as attended the Schertz Housing Authority meeting.



Mayor Gutierrez recognized Councilmember Michael Dahle who stated he also attended the TIRZ (Tax Increment Reinvestment Zone No. 2) meeting today.

Mayor Gutierrez recognized Councilmember Allison Heyward who stated she attended the Commissioners Court meeting where they mentioned the need for volunteers for a food distribution which will be held on July 16, 2020, from 12:00 to 5:00 p.m., at Steel High School along with the Guadalupe County Texas Emergency Management and Fire Marshall's Departments. She stated you can find additional information on their website or use the link on their Facebook page. Councilmember Heyward stated that she also attended the Guadalupe County Community Coalition where they discussed the topic of psychosis. There is an organization "Bluebonnet Trails Community Service Clear Path" who help with treatment for people between the ages of 15 and 30 with psychosis and drug addiction.

Councilmember Heyward also announced that the Randolph Area Christian Assistance Program (RACAP) has a program to help with needed school supplies. You can find additional information on their website.

## **Adjournment**

Mayor Gutierrez adjourned the meeting at 7:23 p.m.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** Engineering  
**Subject:** Resolution No. 20-R-79 - Consideration and/or action approving a Resolution authorizing Professional Service Agreements with Raba Kistner, Inc., and Terracon Consultants, Inc., for on-call geotechnical engineering services and all matters in connection therewith. (B. James/K. Woodlee/S. McClelland)

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**BACKGROUND**

The City of Schertz requested statements of qualifications for On-Call Geotechnical Engineering Firms in March of this year. Statements were received from nine (9) firms. A panel of three City Staff representatives reviewed each of the documents submitted in detail and scored the submittals on the following criteria:

- Statement of Interest and Qualifications
- General Information and Firm's Ability to Perform Work
- Project Team
- Representative Projects and Contracts
- References

The firms were ranked as a result of the evaluation team's scores and the top two firms were selected to be recommended for award of on-call contracts.

It is recommended that the City award On-Call Geotechnical Engineering Services Agreements to the following consulting geotechnical engineering firms:

- Raba Kistner, Inc
- Terracon Consultants, Inc.

Having these two firms available for on-call consultation allows the City to engage either qualified firm on a project without having to go through a separate RFQ process for each task or project for which professional geotechnical engineering services are needed.

While both firms are categorized as Geotechnical Engineering Firms, the scope of services available for each to provide are much broader. Each firm provides Construction Materials Testing services as well as Geotechnical Engineering services. A sample of some specific services that are anticipated to be used are below:

- Construction Materials Testing
  - Fresh concrete property tests
  - Concrete compressive strength tests
  - Asphalt and soil densities
  - Material sampling
- Geotechnical Engineering
  - Soil borings
  - Pavement cores
  - Soil strength and classification testing
  - Pavement design

Once a project is identified requiring consulting services, Staff will determine which of the firms is best suited for the project. A task order agreement including the specific project scope, fee, and schedule will be negotiated and implemented. As has been the case, any agreement for which the cost may exceed \$50,000, Staff will seek Council authorization.

The agreements for On-Call Geotechnical Engineering Services will remain in force for three years: approximately August 1, 2020 through July 31, 2023 with the option to renew the contract up to two terms of one year each.

## **GOAL**

The goal of Resolution 20-R-79 is to authorize the City Manager to execute agreements with Raba Kistner, Inc and Terracon Consultants, Inc., for on-call consulting geotechnical engineering-related services.

## **COMMUNITY BENEFIT**

The City will be able to issue task orders to a vetted, qualified firm for each particular project without going through a time-consuming RFQ process each time. That will result in an effective and efficient operational process.

## **SUMMARY OF RECOMMENDED ACTION**

It is recommended the City Council approve Resolution 20-R-79, granting authorization and approval of master service agreements with two geotechnical engineering consulting firms for on-call services.

## **FISCAL IMPACT**

Fiscal impact will vary with particular projects and the use of a specific firm and their fee schedule as included in the Professional Service Agreements.

## **RECOMMENDATION**

Staff recommends approval of Resolution 20-R-79.

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### **Attachments**

20-R-79

Raba Kistner Contract

Terracon Contract

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## **RESOLUTION NO. 20-R-79**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AND APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH RABA KISTNER, INC., AND TERRACON CONSULTANTS, INC. FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES AND ALL MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires a professional services agreement with Raba Kistner, Inc and Terracon Consultants, Inc., relating to on-call geotechnical engineering services for the City; and

WHEREAS, City staff has determined that Raba Kistner, Inc and Terracon Consultants, Inc., are qualified to provide such services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Raba Kistner, Inc and Terracon Consultants, Inc., pursuant to the Professional Services Agreement for Engineering Services attached hereto as Exhibit A (the “Agreement”).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Professional Services Agreement with Raba Kistner, Inc and Terracon Consultants, Inc., in substantially the form set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28<sup>th</sup> day of July, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**

**AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

**Note: The City of Schertz, Texas has modified this document. The modified language is indicated by ~~strikeout~~ and/or underlining**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

[www.acec.org](http://www.acec.org)

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

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AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of July 1, 2020

(“Effective Date of the Agreement”) between

\_\_\_\_\_  
The City of Schertz

(“Owner”) and

\_\_\_\_\_  
Raba Kistner, Inc.

(“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 SERVICES OF ENGINEER

1.1 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.2 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

## ARTICLE 2 OWNER S RESPONSIBILITIES

### 2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

## ARTICLE 3 TERM; TIMES FOR RENDERING SERVICES

### 3.1 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) year with the option to renew for two (2) additional terms of one (1) year each from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.2 Times for Rendering Services

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

## ARTICLE 4 INVOICES AND PAYMENTS

### 4.1 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.2 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

## ARTICLE 5 OPINIONS OF COST

### 5.1 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, recent bid results for similar work, and general familiarity with the construction industry. The same standards of performance in Section 6.01.A shall apply to the preparation of Engineer's opinions of probable Construction Cost. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.2 Designing to Construction Cost Limit

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

### 5.3 ~~Opinions of Total Project Costs~~

- ~~A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

## ARTICLE 6 GENERAL CONSIDERATIONS

### 6.1 Standards of Performance

- A. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Engineer warrants and represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Agreement. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the Owner. Owner retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.~~Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date of the Task Order to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
    - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee and as modified by the City of Schertz, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws

and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.2 Design Without Construction Phase Services

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

## 6.3 Use of Documents

- ~~A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.~~

B.A. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. B. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. ~~Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~

D.C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.4 Electronic Transmittals

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the



recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## 6.5 Insurance

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- ~~B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.~~
- C.B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- ~~D.C. Owner and Engineer shall each deliver to the other Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.~~
- E.D. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F.E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G.F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

## 6.6 Suspension and Termination

### A. Suspension

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

### B. Termination for Cause Task Order: The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:
  - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
  - c. Engineer shall have no liability to Owner on account of such termination.
  - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

### C. Termination for Cause Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. Payments Upon Termination:
  - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

#### 6.7 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the ~~state~~ State of Texas ~~in which the Specific Project is located.~~

#### 6.8 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

#### 6.9 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
  1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
  2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
  3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
  4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
  5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

#### 6.11 Indemnification and Mutual Waiver

- A. Professional agrees to indemnify and hold the City of Schertz, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.~~Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, Limitations of Liability.~~
- B.~~Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C.~~Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D.~~No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~
- E.~~Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or~~

~~damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

~~F.A. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.~~

#### 6.12 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. Applicability to Task Orders: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. Non-Exclusive Agreement: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 DEFINITIONS

### 7.1 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. **Addenda** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. **Additional Services** Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
  3. **Agreement** This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
  4. **Application for Payment** The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. **Basic Services** The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
  6. **Change Order** A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. **Change Proposal** A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. **Constituent of Concern** Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  9. **Construction Contract** The entire and integrated written contract between Owner and Contractor concerning the Work.

10. **Construction Contract Documents** Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. **Construction Contract Price** The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. **Construction Contract Times** The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. **Construction Cost** The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. **Constructor** Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. **Consultants** Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. **Contractor** The entity or individual with which Owner enters into a Construction Contract.
17. **Documents** Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. **Drawings** That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. **Effective Date of the Agreement** The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order** The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Engineer** The individual or entity named as such in this Agreement.



22. **Field Order** A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. **Laws and Regulations; Laws or Regulations** Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. **Owner** The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. **Record Drawings** Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. **Resident Project Representative** The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. **Samples** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. **Shop Drawings** All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. **Site** Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. **Specifications** The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. **Specific Project** The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. **Subcontractor** An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. **Substantial Completion** The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. **Supplier** A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. **Task Order** A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. **Total Project Costs** The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. **Work** The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. **Work Change Directive** A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. **Day:** The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

### 8.1 Suggested Form of Task Order

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

### 8.2 Exhibits Included:

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- ~~H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.~~
- ~~I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.~~
- J.H. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- ~~K.I.~~ Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

### 8.3 Total Agreement

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.4 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

## 8.5 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By: \_\_\_\_\_  
Print Name: Dr. Mark Browne

Title: City Manager  
Date Signed:

ENGINEER:

By: \_\_\_\_\_  
Print Name:

Title:  
Date Signed:

Engineer License or Firm's Certificate No. (if required):

State of : \_\_\_\_\_

Address for Owner's receipt of notices:

City of Schertz

1400 Schertz Parkway

Schertz, Texas 78154

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Kathryn Woodlee

Title: City Engineer

Phone Number: 210-619-1823

E-Mail Address: kwoodlee@schertz.com

Address for Engineer's receipt of notices:

Raba Kistner, Inc

12821 W. Golden Lane

San Antonio, Texas 78249

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Title:

Phone Number:

E-Mail Address:

SUGGESTED FORM OF  
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

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[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

**2. Services of Engineer**

A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [ ] [Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: [Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

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Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2)
  - [or] [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

**B. Resident Project Representative (RPR) Services**

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state Does not apply or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

**C. Designing to a Construction Cost Limit**

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate Does not apply or similar)]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$\_\_\_\_\_. The bidding or negotiating contingency to be added to the Construction Cost Limit is \_\_\_\_\_percent.

**D. Other Services**

Engineer shall also provide the following services: [Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate None here in 2.D, or delete 2.D in its entirety.]

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [ ] [Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: [State any additions or modifications to Exhibit B for this Specific Project here.]

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: [Revise and amend for each specific Task Order.]

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents,	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase



	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either Lump Sum, Direct Labor, or Hourly Rates as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or

delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[ ]	[ ]
a. Study and Report Phase (A1.01)	\$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	\$[ ]	[ ]
d. Construction Phase (A1.05)*	\$[ ]	[ ]
e. Resident Project Representative Services* (A1.05.A.2).	\$[ ]	[ ]
f. Post-Construction Phase (A1.06)	\$[ ]	[ ]
g. Commissioning Phase (A1.07)	\$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	\$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	\$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

\*Based on a [ ]-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

**10. Other Documents Incorporated by Reference:**

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [     ].

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## Engineer's Services for Task Order

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### [Introductory Note to User:

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.]

## PART 1 BASIC SERVICES

### A1.01 Study and Report Phase Services

#### A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: [List the specific potential solutions here.]
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain ~~and review~~ Owner's instructions regarding Owner's procurement of construction services (including ~~instructions regarding advertisements for bids~~, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain ~~and review~~ copies of Owner's design and construction standards, Owner's standard forms, ~~general conditions (if other than modified EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition)~~, supplementary conditions, text, and related documents or content for Engineer to include in the ~~draft~~ bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
  10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft-bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.04 Bidding or Negotiating Phase

- A. As Basic Services, Engineer shall:



1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

#### A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform

services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective

sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. Non-reviewable matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. Substitutes and or-equal : Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. Inspections and Tests:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection,

tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. Final Notice of Acceptability of the Work: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
  25. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair

of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

#### A1.07 Commissioning Phase

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 Other Services: Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

## PART 2 ADDITIONAL SERVICES

#### A2.01 Additional Services Requiring an Amendment to Task Order

- A. Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:



- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
  - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
  - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
  - 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
  - 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
  - 20. Preparation of operation, maintenance, and staffing manuals.
  - 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
  - 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
  24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
  25. Overtime work requiring higher than regular rates.
  26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
  29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
  30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is EXHIBIT B, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Owner's Responsibilities

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### B2.01 Specific Responsibilities

#### A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than modified version of EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

20. Perform or provide the following: [Here list any additional Owner responsibilities].

This is EXHIBIT C, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### ARTICLE 2 OWNER'S RESPONSIBILITIES

#### C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

#### C2.02 Explanation of Compensation Methods

- A. Lump Sum
  1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
  2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
  3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] [List any such reimbursable expenses here, or indicate None. If None then the reference to Appendix 1 may be deleted.]
  4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.



B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

## C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [ ].
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

## C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [ ] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

## C2.05 Other Provisions Concerning Payment

- A. Extended Contract Times: Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is Appendix 1 to EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition, dated [REDACTED].

## Reimbursable Expenses Schedule

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Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	____/page
Copies of Drawings	____/sq. ft.
Mileage (auto)	____/mile
Air Transportation	at cost
CAD Charge	____/hour
Laboratory Testing	at cost
Health and Safety Level D	____/day
Health and Safety Level C	____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is Appendix 2 to EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [REDACTED].

#### Standard Hourly Rates Schedule

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The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ /hour
Billing Class VII	\$ /hour
Billing Class VI	\$ /hour
Billing Class V	\$ /hour
Billing Class IV	\$ /hour
Billing Class III	\$ /hour
Billing Class II	\$ /hour
Billing Class I	\$ /hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, Billing Class VI Assistant Project Manager ), or using the engineering firm s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project s course.]

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This is EXHIBIT D, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

### D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. Shop Drawings and Samples
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

#### 10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

#### 11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.



- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is EXHIBIT E, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.24 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor with respect to a specific Construction Contract, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, Notice of Acceptability of Work, is attached on the following pages of this Exhibit E. The same form is also available as a construction form, EJCDC® C-626 (2013).
2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC® C-700 (2013), Standard General Conditions of the Construction Contract.]



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## NOTICE OF ACCEPTABILITY OF WORK

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SPECIFIC PROJECT:

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OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

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To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

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The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the following terms and conditions of this Notice.

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

This is EXHIBIT F, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Construction Cost Limit

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Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

### F5.02 Designing to Construction Cost Limit

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

CITY OF SCHERTZ  
REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

City of Schertz  
Purchasing Department  
1400 Schertz Parkway  
Schertz, TX 78154

Emailed to:  
[jgohlke@schertz.com](mailto:jgohlke@schertz.com)  
Faxed to: 210-619-1169





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	CONTACT NAME PHONE (Area No., Ext.) FAX (Area No., Ext.) ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier	NAIC # 00000 00000 00000 00000 00000 00000
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRING AUTOS	123456789	01/01/1000	01/01/1000	COVERED DRIVE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per \$50,000) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED. RETENTIONS	01234	01/01/1000	01/01/1000	EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in Ill.) Yes, describe under DESCRIPTION OF OPERATIONS below	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYER \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/> Builder's Risk Professional Services	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1611, Tex. Inv. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
--	---

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ACORD 26 (2010/05)

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(Instructions for completing and submitting a certificate to the City of Schertz)



Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) \*\*(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.  
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
  - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

This is EXHIBIT J, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

---

## Special Provisions

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Paragraph(s)\_\_\_\_of the Agreement is/are amended to include the following agreement(s) of the parties:

This is EXHIBIT K, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

Amendment To Task Order No. \_\_\_\_\_

---

**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- |    |                                  |       |
|----|----------------------------------|-------|
| a. | Original Task Order amount:      | \$[ ] |
| b. | Net change for prior amendments: | \$[ ] |
| c. | This amendment amount:           | \$[ ] |
| d. | Adjusted Task Order amount:      | \$[ ] |

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is .

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

**TASK ORDER EDITION**

**Note: The City of Schertz, Texas has modified this document. The modified language is indicated by strikeout and/or underlining**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of July 1, 2020

(“Effective Date of the Agreement”) between

\_\_\_\_\_  
The City of Schertz

(“Owner”) and

\_\_\_\_\_  
Terracon Consultants Inc.

(“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 SERVICES OF ENGINEER

1.1 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.2 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.



## ARTICLE 2 OWNER S RESPONSIBILITIES

### 2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

## ARTICLE 3 TERM; TIMES FOR RENDERING SERVICES

### 3.1 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) year with the option to renew for two (2) additional terms of one (1) year each from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.2 Times for Rendering Services

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

## ARTICLE 4 INVOICES AND PAYMENTS

### 4.1 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.2 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

## ARTICLE 5 OPINIONS OF COST

### 5.1 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, recent bid results for similar work, and general familiarity with the construction industry. The same standards of performance in Section 6.01.A shall apply to the preparation of Engineer's opinions of probable Construction Cost. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.2 Designing to Construction Cost Limit

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

### 5.3 ~~Opinions of Total Project Costs~~

- ~~A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

## ARTICLE 6 GENERAL CONSIDERATIONS

### 6.1 Standards of Performance

- A. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Engineer warrants and represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Agreement. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the Owner. Owner retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.~~Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date of the Task Order to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
    - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee and as modified by the City of Schertz, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws

and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.2 Design Without Construction Phase Services

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

## 6.3 Use of Documents

- ~~A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.~~

B.A. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. B. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. ~~Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~

D.C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.4 Electronic Transmittals

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## 6.5 Insurance

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- ~~B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.~~
- C.B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- ~~D.C. Owner and Engineer shall each deliver to the other Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.~~
- E.D. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F.E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G.F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

## 6.6 Suspension and Termination

### A. Suspension

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

### B. Termination for Cause Task Order: The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:
  - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
  - c. Engineer shall have no liability to Owner on account of such termination.
  - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

### C. Termination for Cause Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.



- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. Payments Upon Termination:
  - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

#### 6.7 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the ~~state~~ State of Texas ~~in which the Specific Project is located.~~

#### 6.8 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

#### 6.9 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
  1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
  2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
  3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
  4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
  5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

#### 6.11 Indemnification and Mutual Waiver

- A. Professional agrees to indemnify and hold the City of Schertz, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.~~Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, Limitations of Liability.~~
- B.~~Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C.~~Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D.~~No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~
- E.~~Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or~~

~~damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

~~F.A. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.~~

## 6.12 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## 6.13 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. Applicability to Task Orders: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. Non-Exclusive Agreement: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 DEFINITIONS

### 7.1 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. **Addenda** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. **Additional Services** Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
  3. **Agreement** This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
  4. **Application for Payment** The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. **Basic Services** The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
  6. **Change Order** A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. **Change Proposal** A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. **Constituent of Concern** Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  9. **Construction Contract** The entire and integrated written contract between Owner and Contractor concerning the Work.

10. **Construction Contract Documents** Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. **Construction Contract Price** The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. **Construction Contract Times** The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. **Construction Cost** The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. **Constructor** Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. **Consultants** Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. **Contractor** The entity or individual with which Owner enters into a Construction Contract.
17. **Documents** Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. **Drawings** That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. **Effective Date of the Agreement** The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order** The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Engineer** The individual or entity named as such in this Agreement.

22. **Field Order** A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. **Laws and Regulations; Laws or Regulations** Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. **Owner** The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. **Record Drawings** Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. **Resident Project Representative** The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. **Samples** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. **Shop Drawings** All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. **Site** Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. **Specifications** The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. **Specific Project** The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. **Subcontractor** An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. **Substantial Completion** The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. **Supplier** A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. **Task Order** A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. **Total Project Costs** The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. **Work** The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. **Work Change Directive** A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. **Day:** The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

### 8.1 Suggested Form of Task Order

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

### 8.2 Exhibits Included:

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.



- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- ~~H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.~~
- ~~I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.~~
- J.H. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- ~~K.I.~~ Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

### 8.3 Total Agreement

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.4 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

## 8.5 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By: \_\_\_\_\_  
Print Name: Dr. Mark Browne

Title: City Manager  
Date Signed:

ENGINEER:

By: \_\_\_\_\_  
Print Name:

Title:  
Date Signed:

Engineer License or Firm's Certificate No. (if required):

State of : \_\_\_\_\_

Address for Owner's receipt of notices:

City of Schertz

1400 Schertz Parkway

Schertz, Texas 78154

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Kathryn Woodlee

Title: City Engineer

Phone Number: 210-619-1823

E-Mail Address: kwoodlee@schertz.com

Address for Engineer's receipt of notices:

Terracon Consultants, Inc

6911 Blanco Road

San Antonio, Texas 78216

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Title:

Phone Number:

E-Mail Address:

SUGGESTED FORM OF  
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

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[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

**2. Services of Engineer**

A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [ ] [Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: [Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

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Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2)
  - [or] [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

**B. Resident Project Representative (RPR) Services**

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state Does not apply or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

**C. Designing to a Construction Cost Limit**

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate Does not apply or similar)]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$\_\_\_\_\_. The bidding or negotiating contingency to be added to the Construction Cost Limit is \_\_\_\_\_percent.

**D. Other Services**

Engineer shall also provide the following services: [Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate None here in 2.D, or delete 2.D in its entirety.]

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [ ] [Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: [State any additions or modifications to Exhibit B for this Specific Project here.]

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: [Revise and amend for each specific Task Order.]

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents,	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either Lump Sum, Direct Labor, or Hourly Rates as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or

delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[ ]	[ ]
a. Study and Report Phase (A1.01)	\$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	\$[ ]	[ ]
d. Construction Phase (A1.05)*	\$[ ]	[ ]
e. Resident Project Representative Services* (A1.05.A.2).	\$[ ]	[ ]
f. Post-Construction Phase (A1.06)	\$[ ]	[ ]
g. Commissioning Phase (A1.07)	\$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	\$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	\$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

\*Based on a [ ]-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:



**10. Other Documents Incorporated by Reference:**

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [ ].

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## Engineer's Services for Task Order

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### [Introductory Note to User:

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.]

## PART 1 BASIC SERVICES

### A1.01 Study and Report Phase Services

#### A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: [List the specific potential solutions here.]
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain ~~and review~~ Owner's instructions regarding Owner's procurement of construction services (including ~~instructions regarding advertisements for bids~~, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain ~~and review~~ copies of Owner's design and construction standards, Owner's standard forms, ~~general conditions (if other than modified EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition)~~, supplementary conditions, text, and related documents or content for Engineer to include in the ~~draft~~ bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
  10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft-bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.04 Bidding or Negotiating Phase

- A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

#### A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform

services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective



sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. Non-reviewable matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. Substitutes and or-equal : Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. Inspections and Tests:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection,

tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. Final Notice of Acceptability of the Work: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
  25. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
  1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair

of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

#### A1.07 Commissioning Phase

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 Other Services: Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

## PART 2 ADDITIONAL SERVICES

#### A2.01 Additional Services Requiring an Amendment to Task Order

- A. Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:

- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
  - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
  - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
  - 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
  - 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
  - 20. Preparation of operation, maintenance, and staffing manuals.
  - 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
  - 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
  24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
  25. Overtime work requiring higher than regular rates.
  26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
  29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
  30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.



4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is EXHIBIT B, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Owner's Responsibilities

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### B2.01 Specific Responsibilities

#### A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than modified version of EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

20. Perform or provide the following: [Here list any additional Owner responsibilities].

This is EXHIBIT C, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### ARTICLE 2 OWNER'S RESPONSIBILITIES

#### C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

#### C2.02 Explanation of Compensation Methods

- A. Lump Sum
  1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
  2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
  3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] [List any such reimbursable expenses here, or indicate None. If None then the reference to Appendix 1 may be deleted.]
  4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

## C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [ ].
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

## C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [ ] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

## C2.05 Other Provisions Concerning Payment

- A. Extended Contract Times: Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. Estimated Compensation Amounts



1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is Appendix 1 to EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition, dated [REDACTED].

## Reimbursable Expenses Schedule

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Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	____/page
Copies of Drawings	____/sq. ft.
Mileage (auto)	____/mile
Air Transportation	at cost
CAD Charge	____/hour
Laboratory Testing	at cost
Health and Safety Level D	____/day
Health and Safety Level C	____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is Appendix 2 to EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [REDACTED].

#### Standard Hourly Rates Schedule

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The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ /hour
Billing Class VII	\$ /hour
Billing Class VI	\$ /hour
Billing Class V	\$ /hour
Billing Class IV	\$ /hour
Billing Class III	\$ /hour
Billing Class II	\$ /hour
Billing Class I	\$ /hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, Billing Class VI Assistant Project Manager ), or using the engineering firm s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project s course.]

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This is EXHIBIT D, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

### D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. Shop Drawings and Samples
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

#### 10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

#### 11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.



This is EXHIBIT E, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.24 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor with respect to a specific Construction Contract, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, Notice of Acceptability of Work, is attached on the following pages of this Exhibit E. The same form is also available as a construction form, EJCDC® C-626 (2013).
2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC® C-700 (2013), Standard General Conditions of the Construction Contract.]



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## NOTICE OF ACCEPTABILITY OF WORK

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SPECIFIC PROJECT:

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OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

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To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

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The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the following terms and conditions of this Notice.

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

This is EXHIBIT F, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

## Construction Cost Limit

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Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

### F5.02 Designing to Construction Cost Limit

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

CITY OF SCHERTZ  
REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

**City of Schertz  
Purchasing Department  
1400 Schertz Parkway  
Schertz, TX 78154**

**Emailed to:**  
**[jgohlke@schertz.com](mailto:jgohlke@schertz.com)**  
**Faxed to: 210-619-1169**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier	HAIR # 00000 00000 00000 00000 00000 00000
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRING AUTOS SCHEDULED AUTOS NON-OWN AUTOS	123456789	01/01/1000	01/01/1000	COVERED DRIVER LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per \$50,000) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED. RETENTION	01234	01/01/1000	01/01/1000	EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in Ill.) Yes, describe under DESCRIPTION OF OPERATIONS below	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYER \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/> Builder's Risk Professional Services	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1611, Tex. Inv. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
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ACORD 26 (2010/05)

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(Instructions for completing and submitting a certificate to the City of Schertz)



Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) \*\*(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.  
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
  - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

This is EXHIBIT J, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

---

## Special Provisions

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Paragraph(s)\_\_\_\_of the Agreement is/are amended to include the following agreement(s) of the parties:



This is EXHIBIT K, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services Task Order Edition dated [ ].

Amendment To Task Order No. \_\_\_\_\_

---

**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- |    |                                  |       |
|----|----------------------------------|-------|
| a. | Original Task Order amount:      | \$[ ] |
| b. | Net change for prior amendments: | \$[ ] |
| c. | This amendment amount:           | \$[ ] |
| d. | Adjusted Task Order amount:      | \$[ ] |

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is .

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** July 28, 2020

**Department:** Executive Team

**Subject:** Resolution No. 20-R-85 - Consideration and/or action approving a Resolution authorizing a Purchase and Sale Agreement for the purchase of real property, 536 Main Street, as well as the purchase of real property improvements and other matters in connection therewith. (M. Browne/B. James)

---

### BACKGROUND

As part of the City's effort to revitalize Main Street, the City has been encouraging redevelopment of the area including through the use of grant programs and proposed infrastructure improvements. Many of the properties along Main Street were initially developed as single family homes and there is little room to allow for on site parking as those properties convert to commercial uses. Additionally, many of the properties initially developed for commercial uses are too small to accommodate parking at the current UDC standards in terms of number of parking spaces and size of spaces.

The City was approached about purchasing property to provide for additional public parking. Rather than the City buying the property and constructing the parking lot, the current owner, PKM Venture LLC would enter into an agreement with the City to buy the property and then build the parking lot. The individual is seeking to get confirmation from City that they will purchase the property before starting construction the parking lot. The lot will have approximately 22 parking spaces. The property is approximately 0.23 acres.

This resolution authorizes the City to enter into an agreement that obligates the City to purchase the property after the owner constructs the parking lot as shown on the attached resolution.

### GOAL

Support the City's efforts to redevelop Main Street by providing for additional public parking.

### COMMUNITY BENEFIT

Given the challenges in redeveloping properties along Main Street for commercial uses, in accordance with the City's vision of Main Street as established in the City's Comprehensive Plan, due to a lack of parking, this authorization will provide a cost effective way to support the redevelopment and revitalization of the City's historic Main Street Area.

### SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-85 which authorizes the City Manager to enter into a Purchase and Sale Agreement, to purchase the property at 536 Main Street for \$210,000 after a parking lot is constructed on it,

### FISCAL IMPACT

\$210,000 for the purchase.

### RECOMMENDATION

Approval of Resolution 20-R-85.

---

**Attachments**

20-R-85

Parking Layout

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## **RESOLUTION NO. 20-R-85**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY, 536 MAIN STREET, AS WELL AS THE PURCHASE OF REAL PROPERTY IMPROVEMENTS AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the lack of public parking has been viewed as an impediment to the redevelopment of Main Street; and

**WHEREAS**, the City has been approached to agree to buy a piece of property where a parking lot will be constructed; and

**WHEREAS**, additional public parking supports the redevelopment of Main Street, the promotion of economic development and the adaptive reuse of historic structures; and

**WHEREAS**, the City hereby seeks authority to agree to purchase the property at 536 Main Street after a parking lot is constructed on it.

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS:**

Part 1: That Staff of the City of Schertz, Texas, is hereby authorized to negotiate and acquire the property at 536 Main Street as generally shown on Exhibit A.

Part 2: That the City Manager is authorized to execute any and all documents necessary to complete the acquisition of the property contemplated herein.

Part 3: That the City of Schertz finds that to protect the health, safety and welfare of the citizens of the City of Schertz this project serves the public purpose of acquiring property for additional parking along Main Street as generally shown on Exhibit B.

Part 4: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Part 5: All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Part 6: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Part 7: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision

to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Part 8: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Part 9: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND ADOPTED, this 28<sup>th</sup> day of July 2020.**

CITY OF SCHERTZ, TEXAS

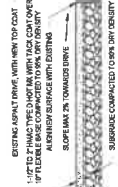
---

Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

[illegible]

## 17-17

 $1/2^{\circ} \leq 1/5^{\circ}$ 

ARCHITECT

Associated Design, PLLC

200 Queen West

Chicago, Illinois 60606

PROJECT NO.

2004

DATE

REVISIONS

NO.

DESCRIPTION

DATE

CLIENT

MM, STX, LLC

PROJECT NUMBER

2004

KEY PLAN

NEW PARKING LOT

MM, STX, LLC

300 LAKE STREET

SOUTHWEST TOWNSHIP 35N14W

COAST GUARD CO. OCCASIONALLY REVISIT

A0.01

ARCHITECTURAL SITE PLAN

CONSTRUCTION DOCUMENT REVIEW



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** City Secretary  
**Subject:** Boards, Commissions and Committee Member Resignations/Appointments - **Consideration and/or action accepting Mrs. LaDonna Bacon's resignation as a regular member of the Planning & Zoning Commission and appointing Mr. Earl Platt from an alternate position on the Planning & Zoning Commission to a regular member. (Mayor/Council/B. Dennis)**

---

**BACKGROUND**

It has been the practice of the Interview Committee that if a regular member of a board or commission resigns, the first alternate of that board is asked if they would like to move from an alternate position to regular. Mr. Glen Outlaw, the Chair of Planning & Zoning, contacted and confirmed that Mr. Earl Platt would be good with moving up to a regular position.

The Interview Committee has also requested that we advertise in the Schertz Magazine for the vacant alternate position which now exists on Planning & Zoning.

Staff recommends accepting the resignation of Mrs. LaDonna Bacon from the Planning & Zoning Commission and appointing Mr. Earl Platt as a regular member.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** Police Department  
**Subject:** Ordinance No. 20-L-23 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas amending the Code of Ordinances, Chapter 62, Peddlers and Solicitors repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. *First Reading (C. Kelm/M. Bane)*

---

**BACKGROUND**

The current “Peddlers and Solicitors” Ordinance is in need of amending as our ordinance is dated and does not follow current law. Due to the dated nature of this ordinance (2003), a vast majority of the ordinance must be revised. With this revision, we will provide clear direction for those that wish to solicit within the City of Schertz, while also providing protections for the citizens, organizations and business owners of this community. Revisions to Chapter 62, “Peddlers and Solicitors” Code of Ordinances is revised as set out in Exhibit A attached hereto.

**GOAL**

To provide clearly defined guidelines to the those that wish to solicit within the city of Schertz, while also providing protections to the members of our community by revising and adopting an updated “Peddlers and Solicitors” Ordinance.

**COMMUNITY BENEFIT**

To provide clearly defined guidelines to the those that wish to solicit within the city of Schertz, while also providing protections to the members of our community by revising and adopting an updated “Peddlers and Solicitors” Ordinance.

**SUMMARY OF RECOMMENDED ACTION**

To review the ordinance and work toward adopting a revised “Peddlers and Solicitors” Ordinance

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

To adopt the revised “Peddlers and Solicitors” Ordinance

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**Attachments**

Solicitation Ordinance  
Exhibit A Redline

## Exhibit A

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## **ORDINANCE NO. 20-L-23**

### **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING CHAPTER 62 PEDDLERS AND SOLICITORS REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City Council approve the amended Chapter 62 “Peddlers and Solicitors” as our ordinance is dated and does not follow current law.

WHEREAS, the City staff has provided and updated Chapter 62, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS:

Section 1. Chapter 62, “Peddlers and Solicitors” of the City’s Code of Ordinances is hereby revised and amended as set out in Exhibit A attached hereto.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Amended and Restated Unified Development Code authorized herein are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 28<sup>th</sup> day of July, 2020.

PASSED, APPROVED and ADOPTED ON SECOND READING, the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Ralph Gutierrez, Mayor City of Schertz, Texas

ATTEST:

\_\_\_\_\_  
Brenda Dennis, City Secretary, City of Schertz, Texas

(Seal of City)

## Chapter 62 - PEDDLERS AND SOLICITORS

### ARTICLE I. - IN GENERAL

#### Sec. 62-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Aggressive manner:**

Other than actions that would violate existing state law, actions or behaviors described as "Aggressive Manner" include, but are not be limited to:

- (1) Touching, tapping or hitting any part of a motor vehicle occupied by a person being solicited, unless such touching is with the express permission of the occupant.
- (2) Blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle to take evasive action to avoid physical contact with the person making the solicitation.
- (3) Approaching or following the person being solicited in a manner that is:
  - a. Hostile or forceful and likely to cause a reasonable person to fear imminent bodily harm to a person or their property.
  - b. Reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.
- (4) Continuing to solicit a person after the person has made a negative response

~~Canvasser means any person compiling information and/or conducting a poll from house-to-house, business-to-business, or in a public place.~~

**Canvasser:** Any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, or in the public right-of-way for the primary purpose of:

- 1) Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation for money for or against such cause; or
- 2) Distributing a handbill or flyer advertising a non-commercial event or service.

**Charitable Organization:** An incorporated or non-incorporated tax exempt body which is created and operated for charitable purposes, employs all its resources to those charitable activities that are under its direct control, does not distribute any part of the income generated for the benefit of any trustee, trustor, member, or other private individual, and does not contribute to or associates with political organizations.

**Handbill / Flyer:** A printed advertisement or announcement that is intended for wide distribution.

~~Interstate commerce means soliciting, selling or taking orders for, or offering to take orders for any goods, wares, merchandise, magazines, or other things of value, which at the time the order is taken are in another state or will be produced in another state and shipped into the city in fulfillment of such order.~~

~~Itinerant merchant means any person, firm or corporation as well as agents, or employees thereof, who or which engage in the temporary or transient business of selling, exhibiting, or offering for sale in the city any goods, merchandise, services, photographs, magazines, or other things of value, or exhibits same for the purpose of taking orders thereof, and who or which, for the purpose of carrying on such temporary or transient business, either rents, leases, or occupies without renting or leasing, any room or space in any building or structure or in any space, enclosed or unenclosed, upon any private premises within the city.~~

~~Peddler means any person who engages in a temporary business within the city limits by carrying goods or merchandise and who sells or offers for sale for immediate delivery such goods or merchandise from house-to-house, business-to-business or upon public property; a merchant shall be considered temporarily in business and a peddler unless it is the intention of such merchant to remain continuously in business at each location where the merchant is engaged in business in the city as a merchant for a period of 60 days or more.~~

**Panhandle:** To solicit by spoken, written or by other means of communication an immediate donation or transfer of money or another thing of value from another person, regardless of the panhandler's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.

**Peddle and any form of the word means** all activities ordinarily performed by a peddler.

**Peddler:** Any person who goes upon the premises of any private residence in the city, not having been invited by the occupant thereof, or upon the public right-of-way or in a public area, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale. Peddler does include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good, or service that is offered to a resident for purchase at different location or time.

**Public area:** An area to which the public has access and includes, but is not limited to, a sidewalk, street, highway, park, parking lot, alleyway, pedestrian way, or the common area of a school, hospital, apartment house, office building, transportation facility or shop.

**Roadway:** The roadway includes the roadbed, shoulder, median, curbs, traffic island, sidewalks, and utility easements located adjacent to or near the roadway.

**Solicitation, soliciting, solicited, or any form of the word solicit** means any activities ordinarily performed by a solicitor.

**Solicitor:** means any person who goes upon the premises of any private residence in the city, not having been invited by the occupant thereof, or upon the public right-of-way or in a public area for the purpose of taking or attempting to take orders for the sale of goods, merchandise, wares, or other personal property of any nature for future delivery, or for services to be performed in the future. This definition includes any person who, without invitation, goes upon private property, or in the public right-of-way to (i) request contribution of funds or anything of value, or (ii) sell goods or services for educational, political, charitable, religious, or other non-commercial purposes. This definition does not include any person who serves as nothing more than an advertisement for a legal

enterprise, does not accept or solicit anything of value, and does not enter into the roadbed, median, curbs or traffic island of a roadway.

~~Solicitor means any person who solicits or attempts to solicit, from house to house, business to business or upon public property, orders for services, commercial goods, wares, merchandise, subscriptions, or publications to be delivered at a future date or time. A "canvasser" is a solicitor.~~

~~Temporary business means any business transacted or conducted in the city, in, upon, or through or from any private premises for which no definite arrangement for legal right of occupancy therefor has been made in advance of such use and occupancy.~~

~~Transient business means any business described above under "itinerant merchant" conducted or operated by any person, or his agent or employees, who resides away from the city or who has a fixed place of business headquarters outside the city, or who moves stocks of goods, wares, merchandise or other things of value into the city, or samples thereof into the city with the purpose or intention of removing them or the unsold portion thereof away from the city before the expiration of six months.~~

(Ord. No. 03-L-16, § 13-1, 6-3-2003)

Sec. 62-2. - Purpose.

This chapter shall be deemed an exercise of the police power of the state and of the city for the public safety, comfort, welfare, convenience and protection of the city and citizens of the city, and all of the provisions hereof shall be construed for the accomplishment of that purpose.

(Ord. No. 03-L-16, § 13-2, 6-3-2003)

Sec. 62-3. - General prohibitions.

~~(a) It shall be unlawful for any person to engage in peddling or soliciting within the city between the hours of 6:00 p.m. and 10:00 a.m. or at any time on Sunday.~~

~~(b) It shall be unlawful for any solicitor to solicit, take orders for, or offer to take orders for any goods, wares, merchandise, magazines or other things of value without first making application for and obtaining a peddlers' and solicitors' permit from the city manager.~~

1) (c) It shall be unlawful for any itinerant merchant, to sell, offer for sale, or exhibit for the purpose of selling or the taking of orders for the sale thereof, any goods, wares, merchandise, service, photographs, magazines or any other thing of value without first making application for and obtaining a peddlers' and solicitors' permit from the city manager. It shall be unlawful for any peddler or solicitor to solicit to sell, offer to sale, take orders for, or offer to take orders for any goods, wares, merchandise, magazines or other things of value without first making application for and obtaining a peddlers' and solicitors' permit from the Schertz Police Department.

2) No peddler, solicitor, canvasser or panhandler shall allow rubbish or litter to accumulate in or around the area in which they are conducting business.

3) No peddler, solicitor, canvasser or panhandler shall conduct any business in such a way that would restrict or interfere with the ingress or egress of private property, public areas, or create or become a public nuisance that would increase traffic congestion or delay or constitute a hazard to traffic, life or property, or an obstruction to Police, Fire, EMS or any other emergency services and their related vehicles and equipment.



4) No peddler, solicitor, canvasser or panhandler shall utilize flashing or strobe lights, whistles, air horns, megaphones, amplifiers, loud noise devices or any other devices that may be used to attract attention to the merchant, yet would have a demonstrable negative impact on the health, safety, and welfare of the community.

5) No person shall panhandle in an aggressive manner.

(Ord. No. 03-L-16, § 13-3, 6-3-2003)

**Sec. 62-4. - Exclusions from applicability of this chapter.**

The provisions of this chapter shall not apply to the following:

- (1) Commercial agents dealing with local business establishments in the usual course of their business;
- ~~(2) Insurance salesman, real estate agents, and others licensed by the state;~~
- ~~(3) Vendors of farm produce or agricultural products when the vendor himself produces such produce or products;~~
- ~~(4) Persons engaged in religious or political speech, which does not include the sale of any item or the solicitation of contributions;~~
- (5) Persons engaged in the distribution of handbills or flyers for services, commercial goods, wares, merchandise, subscriptions, or publications to be delivered at some future date, who do not engage in face-to-face contact with prospective customers or clients.
- ~~(6) City employees authorized to solicit pursuant to Ordinance No. 11-M-24.~~

(Ord. No. 03-L-16, § 13-4, 6-3-2003; [Ord. No. 11-M-24, § 2, 8-16-2011](#) )

~~Secs. 62-5—62-26. —Reserved.~~

**Sec 62-5. Distribution of Handbills and Commercial Flyers.**

In addition to the other regulations contained herein, a solicitor, peddler or canvasser leaving handbills or commercial flyers about the community shall observe the following regulations:

- 1) No handbill or flyer shall be left at, or attached to any sign, utility pole, transit shelter or other structure within the public right-of-way. The police and code enforcement officers are authorized to remove any handbill or flyer found within the right-of-way.
- 2) No handbill or flyer shall be left at, or attached to any privately owned property in a manner that causes damage or inconvenience to the owner of such privately owned property.

**Sec. 62-6. - Underage solicitors.**

No person under the age of 18 may solicit or peddle in the city unless a permit is obtained by a sponsoring adult that is 18 years of age or older, who shall also be responsible for the conduct of any the underage person while peddling or soliciting.



## ~~ARTICLE II.—PERMITS~~

### ~~Sec. 62-27.—Application for permit.~~

~~Each person applying for a peddler's and solicitor's permit under this chapter shall make application on a form to be supplied by the city, which shall include the following information:~~

- ~~(1) Name of the applicant with a permanent address and local address, if any;~~
- ~~(2) The age and sex of the applicant;~~
- ~~(3) The name and address of the person, firm or corporation the applicant represents;~~
- ~~(4) The nature of the goods, merchandise, or other things of value which are to be offered for sale, or for which orders are to be solicited;~~
- ~~(5) The names of all cities in the State of Texas where the applicant has worked in the previous 90 days;~~
- ~~(6) The license number of the vehicle, if any, which the applicant intends to use in the course of work while in the city;~~
- ~~(7) Whether the applicant, upon sale or order, shall demand, receive or accept payment or deposit of money in advance of final delivery;~~
- ~~(8) Whether the applicant has ever been convicted of a felony or misdemeanor involving moral turpitude; and~~
- ~~(9) The period of time during which the applicant wishes to solicit or sell in the city.~~

~~(Ord. No. 03 L 16, § 13-5, 6-3-2003)~~

### ~~Sec. 62-28.—Investigation.~~

- ~~(a) Each applicant shall submit the information required, together with an investigation fee as determined from time to time by ordinance, which will be used to help defray the expense of investigating the applicant to verify the statements on the application and shall not be refundable.~~

~~Exception: Charitable organizations and their representatives shall be required to go through an investigation, but shall not be required to pay fees provided in this section.~~

- ~~(b) It shall be the duty of the chief of police or his designee to investigate each applicant and to make a report thereof to the city manager before issuance of a peddler's and solicitor's permit.~~

~~(Ord. No. 03 L 16, § 13-6, 6-3-2003)~~

### ~~Sec. 62-29.—Performance bond.~~

~~If the application shows that the applicant intends to demand, receive, or accept payment or deposit of money in advance of final delivery, the applicant shall deliver, with the application described in section 62-27, a bond in the sum of \$1,000.00 executed by such applicant as principal and by a surety company licensed to do business in the state, or a cash bond in the same amount. Where two or more applicants represent the same person, firm or corporation, only one bond shall be required.~~

~~(Ord. No. 03 L 16, § 13-7, 6-3-2003)~~

~~Sec. 62-30. Issuance or denial.~~

- ~~(a) It shall be the duty of the city manager to issue or refuse to issue a peddler's and solicitor's permit applied for under this chapter no later than two weeks from the time a complete application is filed (including the bond, if required). A peddler's and solicitor's permit shall be in the form as established by the city.~~
- ~~(b) A peddler's and solicitor's permit issued hereunder shall be valid for 90 days, after which the holder thereof must reapply pursuant to section 62-27 if the holder desires to continue to solicit in the city.~~

~~(Ord. No. 03-L-16, § 13-8, 6-3-2003)~~

~~Sec. 62-31. Fees.~~

- ~~(a) If the city manager approves an application, the applicant shall pay a fee as determined from time to time by ordinance upon issuance of the peddler's and solicitor's permit. No permit shall be issued for more than 90 days or before all fees as required by this chapter have been paid.~~
- ~~(b) Charitable organizations and their representatives shall obtain permits as provided in this chapter but shall not be required to pay the permit fee provided in this section.~~

~~(Ord. No. 03-L-16, § 13-9, 6-3-2003; Ord. No. 12-M-17, § 1, 8-7-2012)~~

~~Note—See current fee schedule on file in the office of the city clerk.~~

~~Sec. 62-32. Appeal of denial.~~

~~If the city manager denies a peddler's and solicitor's permit to any applicant, the applicant may appeal such denial by written request or reconsider filing with the city manager within seven days of such denial, providing such additional information as the applicant believes is pertinent to the city manager's reconsideration of such denial. The city manager shall deny the appeal or issue the permit within seven days of receiving a request to reconsider.~~

~~(Ord. No. 03-L-16, § 13-10, 6-3-2003)~~

~~Sec. 62-33. Underage solicitors.~~

~~No person under the age of 16 may solicit in the city unless accompanied by a person who is 18 years of age or older.~~

~~(Ord. No. 03-L-16, § 13-11, 6-3-2003)~~

~~Sec. 62-34. No solicitation notices.~~

~~Any person may request a "No Solicitation Notice" in the form established and issued by the city. When such a "No Solicitation Notice" has been affixed in a conspicuous place within five feet of the front door of any residence or business, it shall be unlawful for any person to solicit at such residence or business, notwithstanding that such person may have a peddler's and solicitor's permit issued under this chapter.~~

~~(Ord. No. 03-L-16, § 13-12, 6-3-2003)~~

~~Secs. 62-35—62-56.—Reserved.~~

### ~~ARTICLE III.—VIOLATIONS~~

~~Sec. 62-57.—Penalty.~~

~~Any person who shall violate any of the provisions of this chapter shall be deemed guilty of a class C misdemeanor and upon conviction thereof shall be punished by a fine not to exceed more than \$200.00. Each day any violation of the chapter shall continue shall constitute a separate offense.~~

~~{Ord. No. 03-L-16, § 13-13, 6-3-2003}~~

## **ARTICLE II – DOOR TO DOOR SOLICITING**

### **Sec. 62-20. Hours of canvassing, solicitation and peddling at private residences**

It shall be unlawful for persons, licensed or unlicensed, to canvass, solicit or peddle at private residences between the hours of 9:00 p.m. and 8:00 a.m., unless otherwise posted by the private property owner or by someone with apparent authority to act for the owner. This provision does not apply where the canvasser, solicitor or peddler is on the property by prior invitation of the owner of the property or a person residing on the premises.

### **Sec. 62-21. Entry upon premises or property unlawful**

- 1) It shall be unlawful for any person to solicit, peddle or canvass upon any private property in the city where the owner, occupant, or person legally in charge of the premises has posted within five feet of the front door to the premises or main structure, or within five feet of the main entry point of the property or within five feet of the entry to the principal building on the premises, a sign bearing the words "No Solicitation" or other similar sign bearing the words "No Peddlers", "No Canvassing", "No Solicitors" or words of similar importance.
- 2) It shall be unlawful for any person to solicit, peddle or canvass at any entrance to a residence or private property other than through the use of the front door or primary entrance to the residence or private property.
- 3) It shall be unlawful for any person to solicit, peddle or canvass in a gated community or subdivision owned in common and maintained by a restrictive covenant property or homeowners association when a sign bearing the words "No Solicitation" or other words of similar importance is clearly posted at each entrance of the property and is visible from the public right of way.
- 4) It shall be unlawful for any person to continue to solicit, peddle or canvass upon any private property in the city where the owner, occupant, or person legally in charge of the premises has advised the solicitor, peddler or canvasser to leave the property.

## **ARTICLE III – SOLICITING IN ROADWAYS**

### **Sec. 62-30. Solicitation in public roadways.**

Pursuant to Section 552.007 “Solicitation by Pedestrians” of the Texas Transportation Code, a person may not stand in a roadway to solicit a ride, contribution, employment, or business from an occupant of a vehicle, except that a person may stand in a roadway to solicit a charitable contribution if authorized to do so by the local authority having jurisdiction over the roadway.

Pursuant to Section 552.0071 “Local Authorization for Solicitation by Pedestrian” of the Texas Transportation Code, a local authority shall grant authorization for a person to stand in a roadway to solicit a charitable contribution as provided by Section 552.007

- (a) If the persons to be engaged in the solicitation are employees or agents of the local authority and the other requirements of this section are met.
- (b) A person seeking authorization under this section shall file a written application with the local authority not later than the 11th day before the date the solicitation is to begin. The application must include:
  - (1) The date or dates and times when the solicitation is to occur;
  - (2) Each location at which solicitation is to occur; and
  - (3) The number of solicitors to be involved in solicitation at each location.

## **ARTICLE IV – PERMITS**

### **Sec. 62-40. - Application for permit.**

Any person subject to the provisions of this Ordinance shall file a written application with the City of Schertz Police Department. Permits are issued for individuals and not companies or organizations as a whole. Permits are not transferable. The application form is furnished by the City and shall include the following information:

- 1) Each applicant’s name, current address, driver’s license number, or State issued identification number, telephone number, birth date and physical description.
- 2) A photocopy of a government issued identification card of the applicant that includes a photograph.
- 3) If the applicant is peddling or soliciting for a commercial organization, the applicant must provide the organizations name, address, telephone number and name of the organizations owner or Chief Operating Officer.
- 4) If the applicant is peddling or soliciting for a commercial organization, the applicant must provide the name, title, address, driver’s license number, or State issued identification

number, date of birth, telephone number and e-mail address of their immediate supervisor.

- 5) A full and complete list of goods to be sold and/or services to be rendered and a copy of the sales contract / agreement and cancellation clause that complies with Texas Business & Commerce Code, Chapter 601.
- 6) Description (year, make, model, color) and the issuing state and license plate number for any and all vehicles to be used in soliciting and peddling.
- 7) Whether the applicant has ever been convicted of a felony or misdemeanor involving moral turpitude, fraud, theft or assault of any kind;
- 8) The period of time during which the applicant wishes to solicit or sell in the city.

#### **Sec. 62-41. - Investigation.**

- 1) Each applicant shall submit the information required, together with an investigation fee as determined from time to time by ordinance, which will be used to help defray the expense of investigating the applicant to verify the statements on the application and shall not be refundable.
- 2) It shall be the duty of the Chief of Police or their designee to investigate each applicant.

(Ord. No. 03-L-16, § 13-6, 6-3-2003)

#### **Sec. 62-42. - Issuance or denial.**

- (a) It shall be the duty of the Chief of Police or their designee to issue or refuse to issue a peddler's and solicitor's permit applied for under this chapter no later than two weeks from the time a complete application is filed. A peddler's and solicitor's permit shall be in the form as established by the city.
- (b) An application for permit may be denied due to a person's conviction of a felony or misdemeanor if the crime directly relates to the conduct of a peddlers or solicitors business or results from an assault against another person. In determining whether a criminal conviction directly relates to the occupation, the police department shall consider:
  - 1) The nature and seriousness of the crime;
  - 2) The relationship of the crime to the purposes for requiring a license to engage in the occupation;
  - 3) The extent to which a license might offer an opportunity to engage in further criminal activity of the same type as that in which the person previously had been involved; and
  - 4) The relationship of the crime to the ability, capacity, or fitness required to perform the duties and discharge the responsibilities of the licensed occupation.



c. An application for permit may be denied if:

- 1) An investigation reveals that the applicant falsified or omitted information on the application.
- 2) The applicant is a registered sex offender.
- 3) The applicant has had a permit revoked for any reason within the past three (3) years.
- 4) The applicant has failed to provide all required documentation with the application.

d. A peddler's and solicitor's permit issued hereunder shall be valid for 90 days, after which the holder thereof must reapply pursuant to section 62-50 if the holder desires to continue to peddle or solicit in the city.

(Ord. No. 03-L-16, § 13-8, 6-3-2003)

#### **Sec. 62-43. - Fees.**

- 1) If the-Chief of Police or their designee approves an application, the applicant shall pay a fee as determined from time to time by ordinance upon issuance of the peddler's and solicitor's permit. No permit shall be issued for more than 90 days or before all fees as required by this chapter have been paid.

(Ord. No. 03-L-16, § 13-9, 6-3-2003; Ord. No. 12-M-17, § 1, 8-7-2012)

**Note—** See current fee schedule on file in the office of the city clerk.

#### **Sec. 62-44. - Appeal of denial.**

If the-Chief of Police or their designee denies a peddler's and solicitor's permit to any applicant, the applicant may appeal such denial by written request or reconsider filing with the city manager within seven days of such denial, providing such additional information as the applicant believes is pertinent to the city manager reconsideration of such denial. The city manager shall deny the appeal or issue the permit within seven days of receiving a request to reconsider.

#### **Sec. 62-45 Exhibition of permit required**

A solicitor or peddler must possess their city issued permit at all times when soliciting within the City of Schertz. If requested in the course of soliciting in the city, the person soliciting must produce the permit for inspection.

### **ARTICLE V – VIOLATIONS**

#### **Sec. 62-57. - Penalty.**

Any person who shall violate any of the provisions of this chapter shall be deemed guilty of a class C misdemeanor and upon conviction thereof shall be punished by a fine not to exceed more than \$200.00. Each day any violation of the chapter shall continue shall constitute a separate offense.

(Ord. No. 03-L-16, § 13-13, 6-3-2003)

## Chapter 62 - PEDDLERS AND SOLICITORS

### ARTICLE I. - IN GENERAL

#### Sec. 62-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Aggressive manner:**

Other than actions that would violate existing state law, actions or behaviors described as “Aggressive Manner” include, but are not be limited to:

- (1) Touching, tapping or hitting any part of a motor vehicle occupied by a person being solicited, unless such touching is with the express permission of the occupant.
- (2) Blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle to take evasive action to avoid physical contact with the person making the solicitation.
- (3) Approaching or following the person being solicited in a manner that is:
  - a. Hostile or forceful and likely to cause a reasonable person to fear imminent bodily harm to a person or their property.
  - b. Reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.
- (4) Continuing to solicit a person after the person has made a negative response

**Canvasser:** Any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, or in the public right-of-way for the primary purpose of:

- 1) Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation for money for or against such cause; or
- 2) Distributing a handbill or flyer advertising a non-commercial event or service.

**Charitable Organization:** An incorporated or non-incorporated tax exempt body which is created and operated for charitable purposes, employs all its resources to those charitable activities that are under its direct control, does not distribute any part of the income generated for the benefit of any trustee, trustor, member, or other private individual, and does not contribute to or associates with political organizations.

**Handbill / Flyer:** A printed advertisement or announcement that is intended for wide distribution.



**Panhandle**: To solicit by spoken, written or by other means of communication an immediate donation or transfer of money or another thing of value from another person, regardless of the panhandler's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.

**Peddle and any form of the word means** all activities ordinarily performed by a peddler.

**Peddler**: Any person who goes upon the premises of any private residence in the city, not having been invited by the occupant thereof, or upon the public right-of-way or in a public area, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale. Peddler does include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good, or service that is offered to a resident for purchase at different location or time.

**Public area**: An area to which the public has access and includes, but is not limited to, a sidewalk, street, highway, park, parking lot, alleyway, pedestrian way, or the common area of a school, hospital, apartment house, office building, transportation facility or shop.

**Roadway**: The roadway includes the roadbed, shoulder, median, curbs, traffic island, sidewalks, and utility easements located adjacent to or near the roadway.

**Solicitation, soliciting, solicited, or any form of the word solicit** means any activities ordinarily performed by a solicitor.

**Solicitor**: means any person who goes upon the premises of any private residence in the city, not having been invited by the occupant thereof, or upon the public right-of-way or in a public area for the purpose of taking or attempting to take orders for the sale of goods, merchandise, wares, or other personal property of any nature for future delivery, or for services to be performed in the future. This definition includes any person who, without invitation, goes upon private property, or in the public right-of-way to (i) request contribution of funds or anything of value, or (ii) sell goods or services for educational, political, charitable, religious, or other non-commercial purposes. This definition does not include any person who serves as nothing more than an advertisement for a legal enterprise, does not accept or solicit anything of value, and does not enter into the roadbed, median, curbs or traffic island of a roadway.

-(Ord. No. 03-L-16, § 13-1, 6-3-2003)

Sec. 62-2. - Purpose.

This chapter shall be deemed an exercise of the police power of the state and of the city for the public safety, comfort, welfare, convenience and protection of the city and citizens of the city, and all of the provisions hereof shall be construed for the accomplishment of that purpose.

(Ord. No. 03-L-16, § 13-2, 6-3-2003)

Sec. 62-3. - General prohibitions.

- 1) It shall be unlawful for any peddler or solicitor to solicit to sell, offer to sale, take orders for, or offer to take orders for any goods, wares, merchandise, magazines or

other things of value without first making application for and obtaining a peddlers' and solicitors' permit from the Schertz Police Department.

- 2) No peddler, solicitor, canvasser or panhandler shall allow rubbish or litter to accumulate in or around the area in which they are conducting business.
- 3) No peddler, solicitor, canvasser or panhandler shall conduct any business in such a way that would restrict or interfere with the ingress or egress of private property, public areas, or create or become a public nuisance that would increase traffic congestion or delay or constitute a hazard to traffic, life or property, or an obstruction to Police, Fire, EMS or any other emergency services and their related vehicles and equipment.
- 4) No peddler, solicitor, canvasser or panhandler shall utilize flashing or strobe lights, whistles, air horns, megaphones, amplifiers, loud noise devices or any other devices that may be used to attract attention to the merchant, yet would have a demonstrable negative impact on the health, safety, and welfare of the community.
- 5) No person shall panhandle in an aggressive manner.

(Ord. No. 03-L-16, § 13-3, 6-3-2003)

Sec. 62-4. - Exclusions from applicability of this chapter.

The provisions of this chapter shall not apply to the following:

- (1) Commercial agents dealing with local business establishments in the usual course of their business;
- (5) Persons engaged in the distribution of handbills or flyers for services, commercial goods, wares, merchandise, subscriptions, or publications to be delivered at some future date, who do not engage in face-to-face contact with prospective customers or clients.

(

(Ord. No. 03-L-16, § 13-4, 6-3-2003; [Ord. No. 11-M-24, § 2, 8-16-2011](#).)

## **Sec 62-5. Distribution of Handbills and Commercial Flyers.**

In addition to the other regulations contained herein, a solicitor, peddler or canvasser leaving handbills or commercial flyers about the community shall observe the following regulations:

- 1) No handbill or flyer shall be left at, or attached to any sign, utility pole, transit shelter or other structure within the public right-of-way. The police and code enforcement officers are authorized to remove any handbill or flyer found within the right-of-way.
- 2) No handbill or flyer shall be left at, or attached to any privately owned property in a manner that causes damage or inconvenience to the owner of such privately owned property.

### **Sec. 62-6. - Underage solicitors.**

No person under the age of 18 may solicit or peddle in the city unless a permit is obtained by a sponsoring adult that is 18 years of age or older, who shall also be responsible for the conduct of any the underage person while peddling or soliciting.

## **ARTICLE II DOOR TO DOOR SOLICITING**

### **Sec. 62-20. Hours of canvassing, solicitation and peddling at private residences**

It shall be unlawful for persons, licensed or unlicensed, to canvass, solicit or peddle at private residences between the hours of 9:00 p.m. and 8:00 a.m., unless otherwise posted by the private property owner or by someone with apparent authority to act for the owner. This provision does not apply where the canvasser, solicitor or peddler is on the property by prior invitation of the owner of the property or a person residing on the premises.

### **Sec. 62-21. Entry upon premises or property unlawful**

- 1) It shall be unlawful for any person to solicit, peddle or canvass upon any private property in the city where the owner, occupant, or person legally in charge of the premises has posted within five feet of the front door to the premises or main structure, or within five feet of the main entry point of the property or within five feet of the entry to the principal building on the premises, a sign bearing the words "No Solicitation" or other similar sign bearing the words "No Peddlers", "No Canvassing", "No Solicitors" or words of similar importance.
- 2) It shall be unlawful for any person to solicit, peddle or canvass at any entrance to a residence or private property other than through the use of the front door or primary entrance to the residence or private property.
- 3) It shall be unlawful for any person to solicit, peddle or canvass in a gated community or subdivision owned in common and maintained by a restrictive covenant property or homeowners association when a sign bearing the words "No Solicitation" or other words of similar importance is clearly posted at each entrance of the property and is visible from the public right of way.
- 4) It shall be unlawful for any person to continue to solicit, peddle or canvass upon any private property in the city where the owner, occupant, or person legally in charge of the premises has advised the solicitor, peddler or canvasser to leave the property.

## **ARTICLE III SOLICITING IN ROADWAYS**

## **Sec. 62-30. Solicitation in public roadways.**

Pursuant to Section 552.007 "Solicitation by Pedestrians" of the Texas Transportation Code, a person may not stand in a roadway to solicit a ride, contribution, employment, or business from an occupant of a vehicle, except that a person may stand in a roadway to solicit a charitable contribution if authorized to do so by the local authority having jurisdiction over the roadway.

Pursuant to Section 552.0071 "Local Authorization for Solicitation by Pedestrian" of the Texas Transportation Code, a local authority shall grant authorization for a person to stand in a roadway to solicit a charitable contribution as provided by Section 552.007

- (a) If the persons to be engaged in the solicitation are employees or agents of the local authority and the other requirements of this section are met.
- (b) A person seeking authorization under this section shall file a written application with the local authority not later than the 11th day before the date the solicitation is to begin. The application must include:
  - (1) The date or dates and times when the solicitation is to occur;
  - (2) Each location at which solicitation is to occur; and
  - (3) The number of solicitors to be involved in solicitation at each location.

## **ARTICLE IV PERMITS**

### **Sec. 62-40. - Application for permit.**

Any person subject to the provisions of this Ordinance shall file a written application with the City of Schertz Police Department. Permits are issued for individuals and not companies or organizations as a whole. Permits are not transferable. The application form is furnished by the City and shall include the following information:

- 1) Each applicant's name, current address, driver's license number, or State issued identification number, telephone number, birth date and physical description.
- 2) A photocopy of a government issued identification card of the applicant that includes a photograph.
- 3) If the applicant is peddling or soliciting for a commercial organization, the applicant must provide the organizations name, address, telephone number and name of the organizations owner or Chief Operating Officer.
- 4) If the applicant is peddling or soliciting for a commercial organization, the applicant must provide the name, title, address, driver's license number, or State issued identification

number, date of birth, telephone number and e-mail address of their immediate supervisor.

- 5) A full and complete list of goods to be sold and/or services to be rendered and a copy of the sales contract / agreement and cancellation clause that complies with Texas Business & Commerce Code, Chapter 601.
- 6) Description (year, make, model, color) and the issuing state and license plate number for any and all vehicles to be used in soliciting and peddling.
- 7) Whether the applicant has ever been convicted of a felony or misdemeanor involving moral turpitude, **fraud, theft or assault of any kind**;
- 8) The period of time during which the applicant wishes to solicit or sell in the city.

#### **Sec. 62-41. - Investigation.**

- 1) Each applicant shall submit the information required, together with an investigation fee as determined from time to time by ordinance, which will be used to help defray the expense of investigating the applicant to verify the statements on the application and shall not be refundable.
- 2) It shall be the duty of the Chief of Police or **their** designee to investigate each applicant.

(Ord. No. 03-L-16, § 13-6, 6-3-2003)

#### **Sec. 62-42. - Issuance or denial.**

- (a) It shall be the duty of the **Chief of Police or their designee** to issue or refuse to issue a peddler's and solicitor's permit applied for under this chapter no later than two weeks from the time a complete application is filed. A peddler's and solicitor's permit shall be in the form as established by the city.
- (b) An application for permit may be denied due to a person's conviction of a felony or misdemeanor if the crime directly relates to the conduct of a peddlers or solicitors business or results from an assault against another person. In determining whether a criminal conviction directly relates to the occupation, the police department shall consider:
  - 1) The nature and seriousness of the crime;
  - 2) The relationship of the crime to the purposes for requiring a license to engage in the occupation;
  - 3) The extent to which a license might offer an opportunity to engage in further criminal activity of the same type as that in which the person previously had been involved; and
  - 4) The relationship of the crime to the ability, capacity, or fitness required to perform the duties and discharge the responsibilities of the licensed occupation.

- c. An application for permit may be denied if:
- 1) An investigation reveals that the applicant falsified or omitted information on the application.
  - 2) The applicant is a registered sex offender.
  - 3) The applicant has had a permit revoked for any reason within the past three (3) years.
  - 4) The applicant has failed to provide all required documentation with the application.
- d. A peddler's and solicitor's permit issued hereunder shall be valid for 90 days, after which the holder thereof must reapply pursuant to [section 62-50](#) if the holder desires to continue to peddle or solicit in the city.

(Ord. No. 03-L-16, § 13-8, 6-3-2003)

#### **Sec. 62-43. - Fees.**

- 1) If the [Chief of Police or their designee](#) approves an application, the applicant shall pay a fee as determined from time to time by ordinance upon issuance of the peddler's and solicitor's permit. No permit shall be issued for more than 90 days or before all fees as required by this chapter have been paid.

(Ord. No. 03-L-16, § 13-9, 6-3-2003; [Ord. No. 12-M-17, § 1, 8-7-2012](#))

**Note** See current fee schedule on file in the office of the city clerk.

#### **Sec. 62-44. - Appeal of denial.**

If the [Chief of Police or their designee](#) denies a peddler's and solicitor's permit to any applicant, the applicant may appeal such denial by written request or reconsider filing with the city manager within seven days of such denial, providing such additional information as the applicant believes is pertinent to the city manager reconsideration of such denial. The city manager shall deny the appeal or issue the permit within seven days of receiving a request to reconsider.

#### **Sec. 62-45 Exhibition of permit required**

A solicitor or peddler must possess their city issued permit at all times when soliciting within the City of Schertz. If requested in the course of soliciting in the city, the person soliciting must produce the permit for inspection.

## **ARTICLE V VIOLATIONS**

#### **Sec. 62-57. - Penalty.**

Any person who shall violate any of the provisions of this chapter shall be deemed guilty of a class C misdemeanor and upon conviction thereof shall be punished by a fine not to exceed more than \$200.00. Each day any violation of the chapter shall continue shall constitute a separate offense.

(Ord. No. 03-L-16, § 13-13, 6-3-2003)

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** July 28, 2020  
**Department:** Emergency Medical Services  
**Subject:** Resolution No. 20-R-77 - Consideration and/or action approving a Resolution authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services. (C. Kelm/J. Mabbitt)

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### BACKGROUND

Schertz Emergency Medical Services provides regional emergency medical services in a 220 square mile service area that includes the municipalities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma, Universal City, western Guadalupe County, Comal County ESD #6 and a small area of unincorporated Bexar County

Schertz EMS is also responsible for the Guadalupe County EMS Contract in which we cover the western portion of Guadalupe County and have Inter-Local Agreements in place with the City of Seguin, City of Luling and San Marcos Hays County EMS to cover the remaining County. This agreement was set to expire and was renewed for one year on October 1, 2019. The current agreement was signed and executed in 2010.

Guadalupe County posted an RFP on January 14, 2020, for ambulance services.

On January 28, 2020, Council approved Resolution 20-R-01 authorizing the City Manager to submit a proposal to Guadalupe County for ambulance services.

Schertz EMS was notified on April 14, 2020 that we were awarded the RFP with a score of 97 of 100. A total of twelve EMS agencies attended the pre-RFP meeting with four submitting proposals.

Our service area does not change from the previous agreement. We intend to secure agreements with the City of Seguin, San Marcos/Hays County EMS, Luling EMS and Wilson County ESD#3 to provide ambulance services to the County.

The agreement is for a total of nine years.

### GOAL

To approve the attached resolution to enter into an agreement with Guadalupe County for ambulance services.

### COMMUNITY BENEFIT

To continue to provide ambulance services to the unincorporated areas of Guadalupe County.

### SUMMARY OF RECOMMENDED ACTION



Staff recommends approval of the attached resolution authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services.

### **FISCAL IMPACT**

The total contract award is \$927,934.89. Our plan, once the resolution is approved by Council and the Commissioners Court is to enter into interlocal agreements with the City of Seguin, San Marcos/Hays County EMS, Luling EMS and Wilson County ESD #3 to continue EMS coverage for the unincorporated area of Guadalupe County.

### **RECOMMENDATION**

Staff recommends approval of Resolution No. 20-R-77 authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services.

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#### **Attachments**

20-R-77  
Agreement  
County Map

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## **RESOLUTION NO. 20-R-77**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GUADALUPE COUNTY FOR AMBULANCE SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Schertz EMS provides ambulance services to the surrounding communities and emergency services districts; and

WHEREAS, the County desires to contract with the City for the provision of certain emergency medical services within the unincorporated area of the County in order to preserve and protect the health and safety of persons within the County; and

WHEREAS, the City and the County have determined to enter into this Agreement relating to the provision of certain emergency medical services within the unincorporated areas of the County and to set out the terms, rights, duties, and responsibilities of the City and the County with respect thereto; and

WHEREAS, the City and the County have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the County are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Texas Government Code Chapter 791.001, as amended; and

WHEREAS, City Staff recommends that City Council authorize the City Manager to enter into an agreement with Guadalupe County for ambulance services.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement with Guadalupe County for ambulance services as set forth in Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of July 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary



## **EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT**

This Emergency Medical Services Agreement, effective as of October 1, 2020 (this "Agreement"), is between the City of Schertz, Texas, a political subdivision of the State of Texas (the "City"), and Guadalupe County, a political subdivision of the State of Texas (the "County").

WHEREAS, the City has an emergency medical services department known as Schertz EMS (the "Department"), which provides certain emergency services within the City and, by interlocal agreement, within other jurisdictions;

WHEREAS, the County desires to contract with the City for the provision of certain emergency medical services within the unincorporated area of the County in order to preserve and protect the health and safety of persons within the County;

WHEREAS, the City and the County have determined to enter into this Agreement relating to the provision of certain emergency medical services within the unincorporated areas of the County and to set out the terms, rights, duties, and responsibilities of the City and the County with respect thereto;

WHEREAS, the City and the County have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the County are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Texas Government Code Chapter 791.001, as amended;

NOW, THEREFORE, THE CITY AND THE COUNTY, ACTING BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, HEREBY COVENANT AND AGREE AS FOLLOWS:

### **Section 1. Responsibilities of the City.**

- (a) The City agrees that during the term of this Agreement the Department or its contracted designees shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (the "Emergency Medical Services") within the unincorporated jurisdiction of the County (the "Service Area"). The City agrees that during the Term of this Agreement the Department or its contracted designees shall respond to all requests for service on a next-available-ambulance basis regardless of call location.
- (b) The City agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Department ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

- (c) The City agrees to dedicate a minimum of thirteen (13) ambulances of its own or its contracted designees that will be strategically positioned in and/or around the County to maintain response times in accordance with this Agreement.
- (d) The City and County shall arrange for all requests for assistance to be sent directly to the Department or its contracted designees by 911-telephone transfer or by the County alerting the Department via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.
- (e) The City agrees to maintain a Medical Director for the Department and its contracted designees as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director of the Department or its contracted designees shall be reported to the County Emergency Services Administrator within ten (10) business days.
- (f) The City and its contracted designees will maintain Mutual Aid agreements with multiple agencies to provide for appropriate responses during times of high call volume or multiple casualty incidents.
- (g) The City agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, re-supply of medical supplies used on emergency medical responses, responder credentialing, and a minimum of twenty (20) hours of continuing medical education annually. The City shall report any deficiencies in First Responder credentialing to the County Emergency Services Administrator as soon as possible.
- (h) The City agrees to provide for dedicated event ambulance standby and emergency personnel for standby upon request of the County Emergency Services Administrator, County Sheriff's Department, Fire Chief's or Incident Commander, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County, which includes stand-by at fire, rescue and hazardous materials response incidents.
- (i) The City agrees to provide, a minimum of, two (2) SWAT medics to the Guadalupe County SWAT team at no additional costs to the County.
- (j) The City and Department shall observe and comply with all applicable federal, state, county and City laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.
- (k) The City agrees to maintain insurance through the Texas Municipal League as outlined in its response to the County's Request for Proposal. Any changes in coverage by either the

City or the Texas Municipal League will be reported in writing to the County Emergency Services Administrator within ten (10) days of such change becoming effective.

- (l) The City agrees to provide the County with the Department's run statistics for responses in the Service Area. These reports shall provide the county with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to the County Emergency Services Administrator each month before the 10<sup>th</sup> day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to the County without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.
- (m) The City shall provide the County with a current list of all its contracted designees that may provide Emergency Medical Services under this Agreement.

### **Section 2. Responsibilities of the County.**

- (a) The County agrees to have the County Emergency Services Administrator determine which agencies are Guadalupe County First Responders and report any changes to the City within ten (10) calendar days.
- (b) The County agrees to conduct all Emergency Medical Services related business and customer complaints within unincorporated areas of Guadalupe County with the City only. The County agrees not to discuss any Emergency Medical Services related issues with any of the City's contracted designees without a representative of the City present. The City agrees to provide feedback regarding Emergency Medical Services issues and customer complaints within forty-eight (48) hours after receiving them from the County.
- (c) The County agrees to appoint an Emergency Medical Services Contract Administrator and to arrange for quarterly meetings to discuss any issues relating to this Agreement or any other provision of emergency medical services within unincorporated Guadalupe County.

### **Section 3. Term and Renewal.**

This Agreement shall be for a term commencing with the effective date of October 1, 2020, through and including September 30, 2023 (the "Term"). This Agreement may be extended as set forth in Section 4 and shall be renewed for additional two (2) year terms (each, a "Renewal Term") in writing no later than one hundred eighty (180) days prior to the end of the Term unless either party to this Agreement notifies the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided by registered or certified mail not less than one hundred eighty (180) days prior to the end of the Initial Term or any Renewal Term.

#### **Section 4. Consideration.**

- (a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term, the County agrees to pay the City \$927,934.89 annually, payable in twelve (12) equal monthly installments within thirty (30) days after satisfactory acceptance by the County of all completed services.
- (b) Amounts payable under this Agreement for any extension beyond the Term of this Agreement shall be increased based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI), not to exceed ten (10%) percent of the annual fee for the previous year. The City agrees not to request an increase for the initial three (3) year term of the contract. After the initial three (3) year term, a price re-determination may be considered at the anniversary date of the contract. All requests for price redetermination shall be in written form, shall be submitted no later than six (6) months prior to the end of each term and shall include supporting documentation.
- (c) For any extension beyond the Term of this Agreement, the City agrees to decrease its annual fee by an agreed upon amount corresponding with the amount of land in Guadalupe County annexed by cities within Guadalupe County during the previous fiscal year.
- (d) The County agrees that, in addition to the fee payable by the County to the City pursuant to Section 4(a), the City and its contracted designees will make every attempt to bill and collect from the patient's insurance company. The City nor its contracted designees have contracts with insurance companies; therefore we will not waive the unpaid portion of the bill for any services rendered to them by the Department.

#### **Section 5. Failure to Perform.**

The City agrees to maintain response time reliability as outlined in Section 1(b). In the event that the City fails to maintain such reliability, a \$2,500 fee will be assessed per month not meeting the minimum requirements.

#### **Section 6. Termination of this Agreement.**

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. The County reserves the right to terminate the contract with a 90 day notice in the event the City fails to (i) meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal or (ii) breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting City.
- (b) If the City or County determines it no longer wants to maintain this Agreement at the end of the Term or at the end of any Renewal Term, it shall notify the other party in writing not



less than one hundred eighty (180) days prior to the end date of the current Term, subject to Sections 5 and 6(c), the City agrees to continue to provide service to the end of the current Term and the County agrees to continue payments for all services rendered.

- (c) Either party may terminate this Agreement without cause by giving not less than one hundred eighty (180) days' notice in writing to the other party. When such notice is provided, the City agrees to continue to provide service until the end of the Contract Year during which the one hundred eighty (180) day notice period ends. The County agrees to pay the full consideration due to the City through the end of the Contract Year during which the one hundred eighty (180) day notice period ends.

**Section 7. Authorization.** This Agreement has been duly authorized by the governing bodies of the City and the County.

**Section 8. Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

**Section 9. Amendments.** This Agreement represents the complete understanding of the City and the County with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both the County and the City.

**Section 10. Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

**Section 11. Governmental Functions; Liability; No Waiver of Immunity or Defenses.** Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- (a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- (b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- (c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.
- (d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.

- (e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- (f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have entered into this Emergency Medical Services Interlocal Agreement, effective as of the date first above written.

CITY OF SCHERTZ, TEXAS

By \_\_\_\_\_  
City Manager

GUADALUPE COUNTY, TEXAS

By \_\_\_\_\_  
Guadalupe County Judge

By \_\_\_\_\_  
Guadalupe County Commissioner Precinct 1

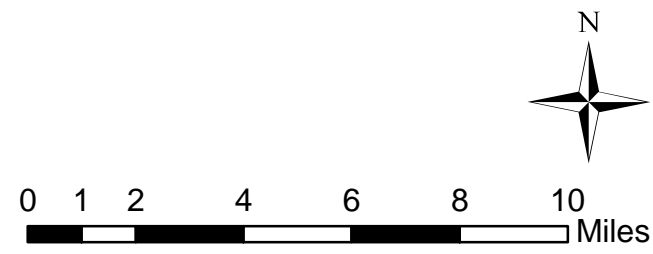
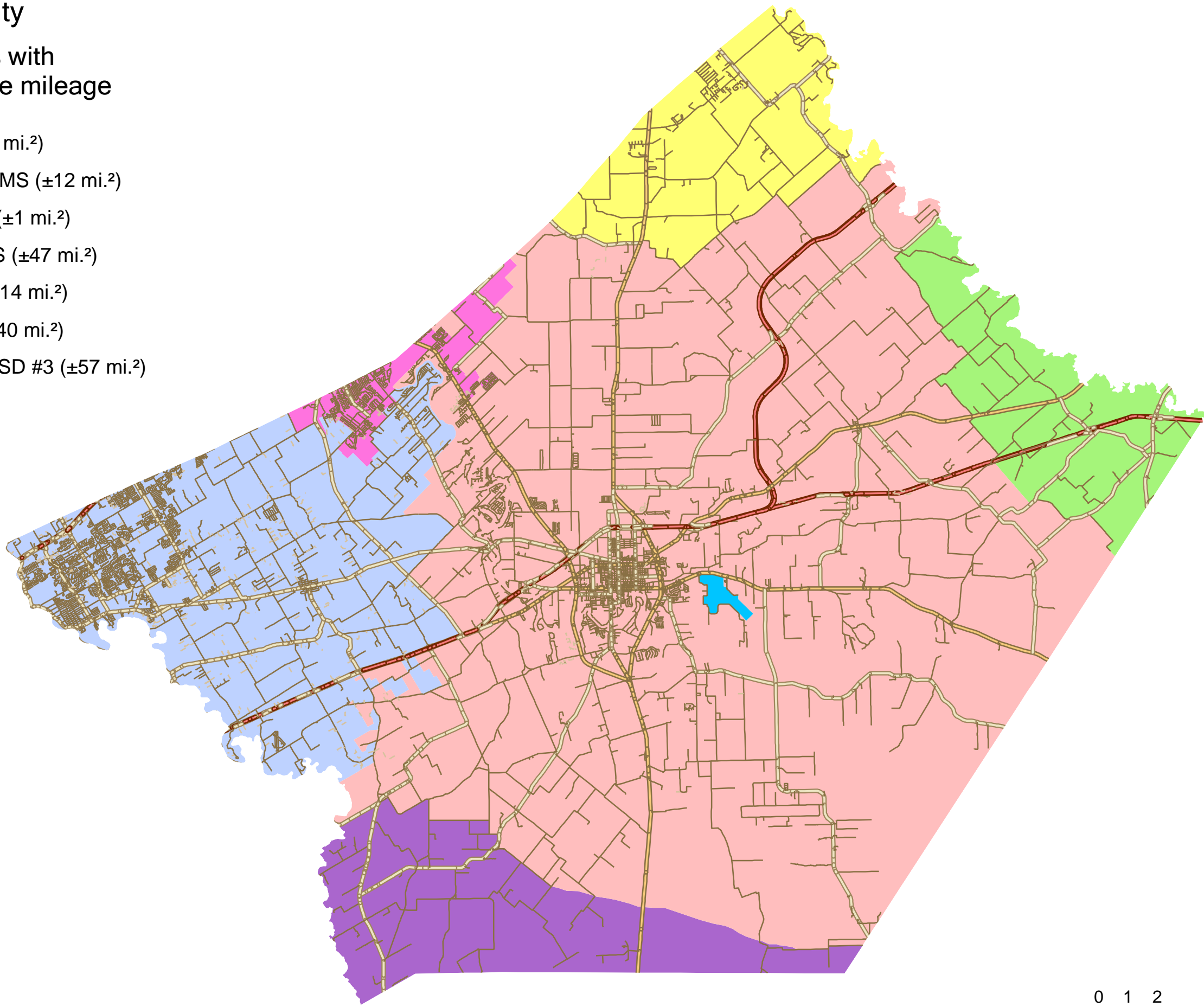
By \_\_\_\_\_  
Guadalupe County Commissioner Precinct 2

By \_\_\_\_\_  
Guadalupe County Commissioner Precinct 3

By \_\_\_\_\_  
Guadalupe County Commissioner Precinct 4

Guadalupe County  
EMS service areas with  
approximate square mileage

- Luling EMS (±43 mi.<sup>2</sup>)
- New Braunfels EMS (±12 mi.<sup>2</sup>)
- JBSA Randolph (±1 mi.<sup>2</sup>)
- San Marcos EMS (±47 mi.<sup>2</sup>)
- Schertz EMS (±114 mi.<sup>2</sup>)
- Seguin EMS (±440 mi.<sup>2</sup>)
- Wilson County ESD #3 (±57 mi.<sup>2</sup>)



CITY COUNCIL MEMORANDUM

**City Council Meeting:** July 28, 2020  
**Department:** Finance  
**Subject:** Ordinance No. 20-M-24 - Consideration and/or action to approve an Ordinance by the City Council of the City of Schertz, Texas amending the City of Schertz Code of Ordinances and certain other Ordinances by amending and establishing fees for certain licenses, permits, and other services provided by the City of Schertz. *First Reading* (M. Browne/B. James/J. Walters)

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**BACKGROUND**

City Departments collect a wide variety of fees for permits, services, fines and other charges that are all part of everyday operations of municipal government. Since September 2008, the fees have been incorporated into a single fee schedule. Ordinance 08-M-43 established the consolidated fee schedule and allows for the modification of existing fees to be done by resolution while new fees are established or added to the Fee Schedule by ordinance.

The Fee Schedule ordinance provides a single document with all City fees that directly affect the users. The changes to the fees ensure the continued operation of public utilities, provides for essential services to the community and to adequately maintain the investment in existing infrastructure. All changes to the fee schedule will have a 45-day period before the new fees take effect. This allows staff to update and advise citizens on the upcoming changes. The recommended effective date of these fee changes will be October 1, 2020.

The Event Facilities will add a cleaning/sanitization fee of \$150. This proposed cleaning fee is considered a deterrent fee (not a penalty fee) but could be an optional fee if a renter chooses. To be clear, regardless of the fee being charged, the facilities are cleaned and sanitized at the end of each event either by Civic Center staff or by the cleaning contract. The intent of this fee is to prevent the City from absorbing additional costs generated by increased cleaning standards that came as a result from COVID-19. The City now has an increased responsibility for ensuring the rooms, common areas, surfaces, and inventory are thoroughly sanitized after each use. In researching how other venues around us are addressing this additional workload we found that the majority are requiring a certain degree of cleaning to be done by the renter before the end of their event. This is a change staff supports as it will help divide the cleaning workload between renters and staff. This will allow event staff the proper time to sanitize all areas and inventory to include, tables, chairs, dancefloor, bar, up-lights, A/V equipment, rental room, kitchen and appliances, common areas, frequently touched surfaces, and restrooms. However, in the instance a renter chooses not to adhere to the cleaning standards set in the contract - wipe down all kitchen appliances used, broom clean the rental room and kitchen area, and ensure all trash (inside and outside) is in a trash receptacle - after their event then this fee would apply and would be deducted from their deposit. This fee could also be charged before an event if a renter elected to pay this cleaning fee up front to avoid any cleaning after their event or deductions from their deposit. In this instance we would schedule the cleaning crew to perform sanitization support while our staff addresses the rest of the cleaning. The \$150 fee is something that was quoted from the contracted cleaning company and based on what other venues charge staff feels this fee is appropriate.

The Community Centers will also adjust the dates their weekend rental rates are in effect by moving Sunday to the lower fee level. Sunday is not as popular with renters and staff hopes to generate additional bookings with a lower rate. The Community Centers will also set a daily maximum rate for renters to help keep rental fees reasonable for those who wish to rent for longer than 6 hours in a day. Renters can use the facility up to 12 hours per day but their fee will be capped at \$350 for the North Center and \$450 for the Central Center. Currently, these facilities could be a higher fee than the Bluebonnet Hall when in use for 8 consecutive hours and that was not the intent.

The hourly fees will still be in place as they are still a great option for those looking for an even more affordable rental and those who only wish to be in the room for a few hours.

The City Events are also proposing changes in fees. The Kick Cancer event will now offer a cheaper entry fee for non-timed participants.

Kickball will increase its registration fee by \$40 per team to cover the cost of paying referees next season. Staff found it difficult to get referees for games since they were unpaid volunteers.

Jubilee is increasing its business parade entry to match local comparable fees; non-profits can still enter at no costs. Staff is not planning to have business vendor spots in the park during the event since they were not a good vendor type for the event. Staff is also planning a T-shirt decorating contest with an entry fee of \$7.

A new Cornhole League is being proposed for next year at \$40 registration for individual.

The Dodgeball League did not generate enough interest in the community and will be removed from the schedule next year.

Holidazzle is adding the \$10 fee for Breakfast with Santa to the fee schedule. There is no change to this fee, it will now be included on the fee schedule.

Animal Services is removing fees related to pet licensing to match the new Microchipping Ordinance.

Mobile Vendor permits have been reduced from \$150 to \$100 and if they have a permit issued by another government agency, they are proposed to only pay a registration fee of \$25 instead of an entirely new permit.

Permits added some clarifying language to their review fees and the permits required for solar installation. The schedule will also differentiate between above ground pools above and below 48 inches in depth. There is no fee change for above ground pools above 48 inches in depth but those with less will have a fee decrease from \$200 to \$25.

The Drainage permit fees are also proposed to increase and have different amounts for residential and commercial. This change will set our fees equal to Cibola as well as cover the cost of issuing these permits. This fee will increase from \$20 to \$50 for residential and \$150 for commercial.

## **GOAL**

To update the Adopted Fee Schedule for FY 2020-21.

## **COMMUNITY BENEFIT**

Provide a single place for information on City fees.

## **SUMMARY OF RECOMMENDED ACTION**

Staff recommends council approve the proposed changes to the fees schedule.

## **FISCAL IMPACT**

The fee changes will all affect the General Fund but have a low overall fiscal impact due to the narrow scope of their estimated use but are intended as cost recovery of providing the described services.

## **RECOMMENDATION**

Adopt Ordinance 20-M-24 and updated fees for FY 2020-21

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## **Attachments**

Ordinance 20-M-24

Exhibit A Fee Schedule

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## **ORDINANCE NO. 20-M-24**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE CITY OF SCHERTZ CODE OF ORDINANCES AND CERTAIN OTHER ORDINANCES BY AMENDING AND ESTABLISHING FEES FOR CERTAIN LICENSES, PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF SCHERTZ.**

**WHEREAS**, the City of Schertz (the “City”) has established by ordinances and resolutions for fees for licenses, permits, and services provided by the City; and

**WHEREAS**, the City Council has authorized a review and a consolidation of certain fees for licenses, permits, and services provided by the City; and

**WHEREAS**, the Schedule of Fees attached as Exhibit A reflects revisions to certain fees, a restatement of certain fees not revised, and a consolidation of all such fees; and

**WHEREAS**, due to the need for periodic modification of said fees and for the purposes of efficiency, the City Council desires to adopt future fee changes by resolution rather than by ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

### **SECTION 1.**

All persons, firms, or corporations applying for licenses or permits or receiving other City services described on Exhibit A that require the payment of a fee incident to such application or service shall pay the fees as prescribed in the Fee Schedule attached hereto as Exhibit A and made a part of hereof. It shall be a violation of this Ordinance to conduct any activity or commence any use or receive any service for which payment of a fee described herein is required until such fee has been paid (if required to be paid in advance) or to fail to pay such fee when properly billed.

### **SECTION 2.**

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Schertz, Texas as to the fees set forth on Exhibit A effect on the effective date of this Ordinance, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.



### **SECTION 3.**

The City Council may, from time to time, by ordinance add to the fees set forth on Exhibit A, and the fees now or hereafter set forth on Exhibit A may be modified from time to time by resolution of the City Council.

### **SECTION 4.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

### **SECTION 5.**

Subject to the last sentence of this Section, any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of provisions of this Ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. If any other ordinance, including the Code of Ordinances, establishes a different penalty for the failure to pay any fee on Exhibit A, the provisions of such other ordinance or the Code of Ordinances shall control with respect to such penalty.

### **SECTION 6.**

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Code of Ordinances in effect on the effective date of this Ordinance and modified by this Ordinance or any other ordinances in effect on the effective date of this Ordinance and modified by this Ordinance and requiring the payment of fees for licenses, permits, and other services provided by the City which have accrued on the effective date of this Ordinance; and any and all accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

### **SECTION 7.**

This Ordinance shall be in full force and effect from and after its final passage and any publication required by law.

Passed and approved on the first reading this 28<sup>th</sup> day of July 2020.

PASSED AND APPROVED ON FINAL READING this 4<sup>th</sup> day of August 2020.

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Mayor, City of Schertz

ATTEST:

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City Secretary, City of Schertz, Texas

## City of Schertz



## Schedule of Fees

Effective October 1, 2020

**City of Schertz  
Schedule of Fees**

<b>Summary of Changes</b>	<b>2019-20</b>	<b>2020-21</b>
<b><u>EVENT FACILITIES</u></b>		
<b>Cleaning Fee</b>	\$ -	\$ 150.00
<b>Community Center North- 3501 Morning Dr- (2,006 sq ft)</b>		
Sunday - Thursday per hour, 2 hour minimum	\$ 25.00	\$ 25.00
Friday - Saturday per hour, 4 hour minimum	\$ 50.00	\$ 50.00
Daily Maximum (up to 12 hours)	\$ -	\$ 350.00
<b>Community Center Central (2,940 sq ft)</b>		
Sunday - Thursday per hour, 2 hour minimum	\$ 50.00	\$ 50.00
Friday - Saturday per hour, 4 hour minimum	\$ 75.00	\$ 75.00
Daily Maximum (up to 12 hours)	\$ -	\$ 450.00
<b><u>CITY EVENTS</u></b>		
<b>Kick Cancer 1k/5k</b>		
5K Timed Run/Walk	\$ 35.00	\$ 35.00
5K Non-Timed Run/Walk	\$ -	\$ 25.00
<b>Kickball</b>		
Per Team	\$ 260.00	\$ 300.00
<b>Jubilee</b>		
Food Vendor	\$ 300.00	\$ 300.00
Craft Vendor	\$ 50.00	\$ 50.00
Business Vendor	\$ 200.00	\$ -
Business Parade Entry	\$ 35.00	\$ 50.00
T-Shirt Decorating Contest	\$ -	\$ 7.00
<b>Cornhole League</b>		
Individual	\$ -	\$ 40.00
Late Fee Per Individual	\$ -	\$ 10.00
<b>Dodgeball</b>		
Per Team	\$ 260.00	\$ -
Individual	\$ 20.00	\$ -
Late Fee Per Team	\$ 20.00	\$ -
Late Fee Per Individual	\$ 5.00	\$ -
<b>Holidazzle</b>		
Breakfast with Santa	\$ 10.00	\$ 10.00
<b><u>ANIMAL SERVICES</u></b>		
<b>Pet License</b>		
Standard fee, license per year per spayed or neutered animal	\$ 5.00	\$ -
Standard fee, license per year per un-spayed or un-neutered animal	\$ 10.00	\$ -
Replacement tags (if lost)	\$ 2.00	\$ -
<b><u>HEALTH AND SANITATION DIVISION</u></b>		
Mobile Vendors	\$ 150.00	\$ 100.00
Mobile Vendors, registration (existing permit from another government agency)	N/A	\$ 25.00

**City of Schertz  
Schedule of Fees**

Summary of Changes		2019-20	2020-21
<b><u>PERMITS</u></b>			
A residential plan review fee of 50% of the building permit fee is assessed to all permits for the review of construction documents and plans associated with a permit.			
		50%	50%
Updated language to provide clarity for customer			
<b>Commercial Building Permit Fees</b>			
<b>Building Permit Fees</b>			
Plan review fees for projects with a cost of \$5,000 or greater, are assessed review fees based on a percentage (%) of Permit Fee			
		50%	50%
Updated language to provide clarity for customer			
<b>Electrical Permit Fees</b>			
New Construction per building/unit	\$	100.00	\$ 100.00
Solar	\$	100.00	\$ 100.00
New solar installation is considered an electrical installation by code and has been assessed as an electrical. We have had customer request that it be listed separate in the fee schedule. Updated to help provide clarity for customer.			
Swimming Pools - Above Ground 48" or greater in depth		\$200.00	\$200.00
Swimming Pools - Above Ground less than 48" in depth		-	\$ 25.00
<b><u>DRAINAGE</u></b>			
Floodplain Permit, residential	\$	20.00	\$ 50.00
Floodplain Permit, commercial	\$	20.00	\$ 150.00

**City of Schertz  
Schedule of Fees**

<b>City Secretary</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Candidate Filing Fee	\$ 25.00	\$ 25.00	\$ 25.00
<b>Licenses</b>			
Package Store	\$ 250.00	\$ 250.00	\$ 250.00
Package Store Tasing	\$ 12.50	\$ 12.50	\$ 12.50
Wine & Beer Retailers	\$ 87.50	\$ 87.50	\$ 87.50
Wine & Beer Retailers - Off premises	\$ 30.00	\$ 30.00	\$ 30.00
Late Hours	\$ 125.00	\$ 125.00	\$ 125.00
Beer on Premises	\$ 75.00	\$ 75.00	\$ 75.00
Wine Only - Package Store	\$ 37.50	\$ 37.50	\$ 37.50
Mix Beverage Permit	\$ 375.00	\$ 375.00	\$ 375.00
Mix Beverage Late Hours	\$ 75.00	\$ 75.00	\$ 75.00
Caterer's Permit	\$ 250.00	\$ 250.00	\$ 250.00
Retail Dealer On-Premises - Late Hours	\$ 125.00	\$ 125.00	\$ 125.00
Local Cartage	\$ 15.00	\$ 10.00	\$ 10.00

**City of Schertz  
Schedule of Fees**

<b>All Departments</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Records Requests</b>			
Standard paper copy, per page (front and back is 2 pages)	\$ 0.10	\$ 0.10	\$ 0.10
Nonstandard-size copy:			
Oversize paper copy (11" X 17")	\$ 0.50	\$ 0.50	\$ 0.50
Specialty paper (Mylar, blueprint, blue line, map, photographic)	Actual	Actual	Actual
Certified Copy- Each Certification	\$ 5.00	\$ 5.00	\$ 5.00
Diskette	\$ 1.00	\$ 1.00	\$ 1.00
Magnetic tape - actual cost	Actual	Actual	Actual
Data cartridge -actual cost	Actual	Actual	Actual
Tape cartridge - actual cost	Actual	Actual	Actual
Rewritable CD (CD-RW)	\$ 1.00	\$ 1.00	\$ 1.00
Non-rewritable CD (CD-R)	\$ 1.00	\$ 1.00	\$ 1.00
Digital video disc (DVD)	\$ 3.00	\$ 3.00	\$ 3.00
JAZ drive - actual cost	Actual	Actual	Actual
Other electronic media - actual cost	Actual	Actual	Actual
Miscellaneous supplies - actual cost	Actual	Actual	Actual
Postage and shipping charge actual cost	Actual	Actual	Actual
Photographs - actual cost	Actual	Actual	Actual
Maps - actual cost	Actual	Actual	Actual
Labor charge:			
For locating, compiling, and reproducing, per hour (if documents are NOT located in the immediate area and over 50 pages)	\$ 15.00	\$ 15.00	\$ 15.00
Overhead charge - % of labor charge	20%	20%	20%
Remote document retrieval charge	Actual	Actual	Actual
<b>No Sales Tax</b> shall be applied to copies of public information.			
<b>Notary Fees</b>			
Acknowledgement, Certified Copies, Jurat's, Oaths and Affirmation	\$ 6.00	\$ 6.00	\$ 6.00
Protests- Per Document	\$ 5.00	\$ 5.00	\$ 5.00
<b>Convenience Fees</b>			
Credit Card Payment Over Phone	\$ 1.00	\$ 1.00	\$ 1.00
Return Check Fee	\$ 25.00	\$ 25.00	\$ 25.00

**City of Schertz  
Schedule of Fees**

<b>Library</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Non-Resident user fee- Library Card	\$ 15.00	\$ 15.00	\$ 15.00
Meeting Room Fee- Non-Schertz residents, 4 hours	\$ 50.00	\$ 50.00	\$ 50.00
Meeting Room Fee- After hour fee, per hour	\$ 25.00	\$ 25.00	\$ 25.00
Meeting Room Cleaning Fee (Spot Cleaning)	\$ 50.00	\$ 50.00	\$ 50.00
Meeting Room Cleaning Fee (Whole Room)	Actual	Actual	Actual
Additional Fee for After Hours Cleaning, per hour	\$ 25.00	\$ 25.00	\$ 25.00
<b>Inter-Library Loans Materials (ILL Materials)</b>			
Lost or damaged ILL items - Cost of item as billed by the lending library (may include additional fines or fees assessed by the lending library)	Actual	Actual	Actual
Inter-Library Loan items per day (3 day grace period)	\$ 1.00	\$ 1.00	\$ 1.00
Max overdue amount per ILL item	\$ 5.00	\$ 5.00	\$ 5.00
Return Postage Fee--for ILL items never picked up by customer after arrival	\$ 3.00	\$ 3.00	\$ 3.00
<b>Overdue Fines (3 day grace period)</b>			
All Items per day (except ILL items)	\$ 0.25	\$ 0.25	\$ 0.25
Max amount that can be charged	\$ 1.00	\$ 1.00	\$ 1.00
Replacement Library Card	\$ 1.00	\$ 1.00	\$ 1.00
Copier, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)			
Black and White	\$ 0.15	\$ 0.15	\$ 0.15
Color	\$ 0.50	\$ 0.50	\$ 0.50
Printing, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)			
Black and White	\$ 0.15	\$ 0.15	\$ 0.15
Color	\$ 0.50	\$ 0.50	\$ 0.50
Outgoing Fax, 1st page	\$ 1.00	\$ 1.00	\$ 1.00
Per each succeeding page	\$ 0.25	\$ 0.25	\$ 0.25
<b>Lost &amp; Damaged Materials - Cost of item</b>			
plus a processing fee	\$ 5.00	\$ 5.00	\$ 5.00
Damaged DVD Case or Video Case	\$ 1.00	\$ 1.00	\$ 1.00
Damaged or Missing Barcode	\$ 1.00	\$ 1.00	\$ 1.00
Damaged or Missing RFID Tag	\$ 1.00	\$ 1.00	\$ 1.00
Damaged or Missing DVD/Video Cover (if replaceable) plus processing fee	\$ 3.00	\$ 3.00	\$ 3.00
Toddler Tote Bag	\$ 2.50	\$ 2.50	\$ 2.50
Juvenile Audiobook Bag	\$ 5.00	\$ 5.00	\$ 5.00
Materials Recovery Fee (per account sent to collections)	\$ 10.00	\$ 10.00	\$ 10.00

Note: If an item is lost and paid for, any overdue fines assessed against the item are waived. If part of an item is lost, the item as a whole is considered lost and the full cost of the item is charged to the patron. Again, any overdue fines assessed against the item are waived if the item is paid for. Refunds for items that were paid for and subsequently found and returned to the library are available for up to 60 days after payment and require the original receipt. Processing fees are non-refundable. No refunds will be given after 60 days.



**City of Schertz  
Schedule of Fees**

<b>Schertz Magazine</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Display Ads:</b>			
Eighth Page for 6 mo., per month	\$ 300.00	\$ 300.00	\$ 300.00
Eighth Page for 12 mo., per month	\$ 275.00	\$ 275.00	\$ 275.00
Quarter Page for 6 mo., per month	\$ 550.00	\$ 550.00	\$ 550.00
Quarter Page for 12 mo., per month	\$ 400.00	\$ 400.00	\$ 400.00
Half Page for 6 mo., per month	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Half Page for 12 mo., per month	\$ 700.00	\$ 700.00	\$ 700.00
Full Page for 6 mo., per month	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Full Page for 12 mo., per month	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Special placement fee	N/A	\$ 100.00	\$ 100.00
Artwork ownership fee	N/A	\$ 95.00	\$ 95.00
<b>Premium Placement:</b>			
Back Cover for 6 mo., per month	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00
Back Cover for 12 mo., per month	\$ 2,200.00	\$ 1,500.00	\$ 1,500.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz  
Schedule of Fees**

<b>Event Facilities</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Vendor/Ancillary Fees</b>			
Kitchen Fee, Ball Room	\$ 200.00	\$ 200.00	\$ 200.00
Kitchen Fee, Bluebonnet Room	\$ 75.00	\$ 75.00	\$ 75.00
Early Open Fee (prior to normal scheduled hours), per staff member per hour	\$ 25.00	\$ 25.00	\$ 25.00
Late Fee	\$ 75.00	\$ 200.00	\$ 200.00
Ice, one bin (80lbs)	\$ 15.00	\$ 15.00	\$ 15.00
Ice, unlimited	\$ 25.00	\$ 25.00	\$ 25.00
Beverage Service (for 50 people)	\$ 50.00	\$ 50.00	\$ 50.00
Beverage Linen per table	N/A	\$ 5.00	\$ 5.00
Cancellation Fee	\$ 50.00	\$ 50.00	\$ 50.00
Portable Bar (includes 5 cocktail tables)	\$ 200.00	\$ 200.00	\$ 200.00
Cocktail Tables (up to 5)	N/A	\$ 50.00	\$ 50.00
Uplighting, per light	\$ 15.00	\$ 15.00	\$ 15.00
Uplighting package, 10 lights	\$ 100.00	\$ 100.00	\$ 100.00
Pipe for Back Drop	N/A	\$ 25.00	\$ 25.00
Drape per linear ft.	N/A	\$ 2.00	\$ 2.00
<b>Cleaning Fee</b>			<b>\$ 150.00</b>
<b>Discount/Special Rates</b>			
Frequent Renters 25% discount (Must rent at least 12 times calendar year)			
Multiple Day Renters 25% discount (Must rent two or more consecutive days)			
Day before setup - 50% of regular room rate			
Non-Profits 25% discount - rent only			
All comp'd requests will require approval from City Manager			
H.O.A. Meeting Fee	\$ 75.00	\$ 75.00	\$ 75.00
Funeral Reception Only in Bluebonnet Hall/Community Centers 3 hr maximum	\$ 75.00	\$ 75.00	\$ 75.00
Quality of Life Events ( Community Centers Only )	\$ 15.00	\$ 15.00	\$ 15.00
<b>Facility Security</b>			
Security Coordination Fee	\$ 15.00	\$ 15.00	\$ 15.00
Regular- per officer, per hour (4 hour minimum)	\$ 30.00	\$ 40.00	\$ 40.00
Holiday- per officer, per hour (4 hour minimum)	\$ 50.00	\$ 50.00	\$ 50.00
<b>Civic Center - Grand Ballroom- (7,198 sq. ft)</b>			
<b>Regular Rentals</b>			
Sunday, Full day	\$ 800.00	\$ 800.00	\$ 800.00
Sunday, Half day	\$ 450.00	\$ 450.00	\$ 450.00
Monday - Thursday, Full day	\$ 600.00	\$ 600.00	\$ 600.00
Monday - Thursday, Half day	\$ 375.00	\$ 375.00	\$ 375.00
Friday, Full Day (half day not available)	\$ 800.00	\$ 800.00	\$ 800.00
Saturday, Full day (half day not available)	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Small Stage	\$ 200.00	\$ 200.00	\$ 200.00
Large Stage	\$ 400.00	\$ -	\$ -
Dance Floor	\$ 200.00	\$ 200.00	\$ 200.00
Damage/Cancellation Deposit	\$ 500.00	\$ 500.00	\$ 500.00
Audio/Visual Services (upgraded)	\$ 175.00	\$ 175.00	\$ 175.00
Additional time, per hour	\$ 50.00	\$ 50.00	\$ 50.00
Audio/Visual Panel Access	\$ 75.00	\$ 100.00	\$ 100.00
<b>Banquet Package - includes hall rental, easel, tables/chairs, dance floor, AV panel access, ice, Gathering Room, portable bar, cocktail tables, uplighting package, kitchen:</b>			
Sunday, Full day	\$ 1,600.00	\$ 1,625.00	\$ 1,625.00
Sunday, Half day	\$ 1,050.00	\$ 1,075.00	\$ 1,075.00
Monday - Thursday, Full day	\$ 1,400.00	\$ 1,425.00	\$ 1,425.00
Monday - Thursday, Half day	\$ 975.00	\$ 1,000.00	\$ 1,000.00
Friday, Full Day (half day not available)	\$ 1,600.00	\$ 1,625.00	\$ 1,625.00
Saturday, Full day (half day not available)	\$ 2,600.00	\$ 2,625.00	\$ 2,625.00

**Civic Center Cut-Off Hall (Larger portion of Ballroom - (4,172 sq ft)  
Regular Rentals**

**City of Schertz  
Schedule of Fees**

<b>Event Facilities</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Sunday, Full day	\$ 600.00	\$ 600.00	\$ 600.00
Sunday, Half day	\$ 325.00	\$ 325.00	\$ 325.00
Monday - Thursday, Full day	\$ 425.00	\$ 425.00	\$ 425.00
Monday - Thursday, Half day	\$ 250.00	\$ 250.00	\$ 250.00
Friday, Full Day (half day not available)	\$ 600.00	\$ 600.00	\$ 600.00
Saturday, Full day (half day not available)	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
Small Stage - move to only one stage	\$ 200.00	\$ 200.00	\$ 200.00
Large Stage	\$ 400.00	\$ -	\$ -
Dance Floor	\$ 200.00	\$ 200.00	\$ 200.00
Audiovisual Services (upgraded)	\$ 175.00	\$ 175.00	\$ 175.00
Additional time, per hour	\$ 50.00	\$ 50.00	\$ 50.00
Audio/Visual Panel Access	\$ 75.00	\$ 100.00	\$ 100.00
Damage/Cancellation Deposit	\$ 500.00	\$ 500.00	\$ 500.00

**Banquet Package - includes hall rental, easel, tables/chairs, dance floor, AV panel access, ice, Gathering Room, portable bar, cocktail tables, uplighting package, kitchen:**

Sunday, Full day	\$ 1,400.00	\$ 1,425.00	\$ 1,425.00
Sunday, Half day	\$ 925.00	\$ 950.00	\$ 950.00
Monday - Thursday, Full day	\$ 1,225.00	\$ 1,250.00	\$ 1,250.00
Monday - Thursday, Half day	\$ 850.00	\$ 875.00	\$ 875.00
Friday, Full day (half day not available)	\$ 1,400.00	\$ 1,425.00	\$ 1,425.00
Saturday, Full day (half day not available)	\$ 2,200.00	\$ 2,225.00	\$ 2,225.00

**Civic Center Conference Hall (Smaller portion of Ballroom - (3,026 sq ft)**

**Regular Rentals**

Friday/Sunday, Full day	\$ 400.00	\$ 400.00	\$ 400.00
Friday/Sunday, Half day	\$ 250.00	\$ 250.00	\$ 250.00
Monday - Thursday, Full day	\$ 250.00	\$ 250.00	\$ 250.00
Monday - Thursday, Half day	\$ 175.00	\$ 175.00	\$ 175.00
Audiovisual Access	\$ 50.00	\$ 75.00	\$ 75.00
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00	\$ 200.00

**Civic Center - Bluebonnet Hall- (2,500 sq ft)**

**Regular Rentals**

Friday/Sunday, Full day	\$ 400.00	\$ 400.00	\$ 400.00
Friday/Sunday, Half day	\$ 200.00	\$ 200.00	\$ 200.00
Monday - Thursday, Full day	\$ 250.00	\$ 250.00	\$ 250.00
Monday - Thursday, Half day	\$ 125.00	\$ 125.00	\$ 125.00
Saturday, Full day (half day not available)	\$ 700.00	\$ 700.00	\$ 700.00
Kitchen	\$ 75.00	\$ 75.00	\$ 75.00
Audiovisual Access	\$ 50.00	\$ 75.00	\$ 75.00
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00	\$ 200.00

**Banquet Package - includes hall rental, tables/chairs, AV panel access, ice, portable bar (weekends only), kitchen:**

Friday/Sunday, Full day	\$ 725.00	\$ 675.00	\$ 675.00
Friday/Sunday, Half day	\$ 525.00	\$ 550.00	\$ 550.00
Monday - Thursday, Full day	\$ 375.00	\$ 525.00	\$ 525.00
Monday - Thursday, Half day	\$ 250.00	\$ 275.00	\$ 275.00
Saturday, Full day (half day not available)	\$ 1,025.00	\$ 975.00	\$ 975.00

**Community Center North- 3501 Morning Dr- (2,006 sq ft)**

**Sunday - Thursday per hour, 2 hour minimum**

N/A \$ 25.00 \$ 25.00

**Friday - Saturday per hour, 4 hour minimum**

N/A \$ 50.00 \$ 50.00

**Daily Maximum (up to 12 hours)**

\$ - \$ 350.00

Sunday, Full day	\$ 200.00	\$ -	\$ -
Sunday, Half day	\$ 125.00	\$ -	\$ -
Monday - Thursday, Full day	\$ 150.00	\$ -	\$ -
Monday - Thursday, Half day	\$ 100.00	\$ -	\$ -
Friday - Saturday, Full day (half day not available)	\$ 300.00	\$ -	\$ -
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00	\$ 200.00

**Community Center Central (2,940 sq ft)**

**City of Schertz  
Schedule of Fees**

<b>Event Facilities</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Sunday - Thursday per hour, 2 hour minimum	N/A	\$ 50.00	\$ 50.00
Friday - Saturday per hour, 4 hour minimum	N/A	\$ 75.00	\$ 75.00
Daily Maximum (up to 12 hours)			\$ 450.00
Sunday, Full day	\$ 250.00	\$ -	\$ -
Sunday, Half day	\$ 150.00	\$ -	\$ -
Monday - Thursday, Full day	\$ 150.00	\$ -	\$ -
Monday - Thursday, Half day	\$ 100.00	\$ -	\$ -
Friday - Saturday, Full day (half day not available)	\$ 400.00	\$ -	\$ -
Projector/Screen/Microphone	\$ 50.00	\$ 50.00	\$ 50.00
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00	\$ 200.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz  
Schedule of Fees**

<b>Event Fee</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Daddy Daughter Dance</b>		
Per Couple	\$ 30.00	\$ 30.00
Additional Individual Ticket	\$ 12.00	\$ 12.00
<b>Kick Cancer 1k/5k</b>		
1K Kids Run	\$ 10.00	\$ 10.00
5K Timed Run/Walk	\$ 35.00	\$ 35.00
5K Non-Timed Run/Walk	\$ -	\$ 25.00
<b>Movin on Main</b>		
Vendor Fee	\$ 100.00	\$ 100.00
Non-Profit Vendor Fee	\$ 50.00	\$ 50.00
<b>Jubilee</b>		
Food Vendor	\$ 300.00	\$ 300.00
Carnival	\$ 6,000.00	\$ 6,000.00
Craft Vendor	\$ 50.00	\$ 50.00
Business Vendor	\$ 200.00	\$ -
Busines Parade Entry	\$ 35.00	\$ 50.00
T-Shirt Decorating Contest		\$ 7.00
<b>Kickball</b>		
Per Team	\$ 260.00	\$ 300.00
Individual	\$ 20.00	\$ 20.00
Late Fee Per Team	\$ 20.00	\$ 75.00
Late Fee Per Individual	\$ 5.00	\$ 5.00
<b>Cornhole League</b>		
Individual	\$ -	\$ 40.00
Late Fee Per Individual	\$ -	\$ 10.00
<b>Dodgeball</b>		
Per Team	\$ 260.00	\$ -
Individual	\$ 20.00	\$ -
Late Fee Per Team	\$ 20.00	\$ -
Late Fee Per Individual	\$ 5.00	\$ -
<b>Holidazzle</b>		
Food Vendor	\$ 50.00	\$ 50.00
Craft Vendor	\$ 50.00	\$ 50.00
Parade Entry	\$ 15.00	\$ 15.00
Breakfast with Santa	\$ 10.00	\$ 10.00

**City of Schertz  
Schedule of Fees**

<b>Parks and Recreation</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b><u>Pavilion Rental Rates - Small Pavilion</u></b>			
<b>Schertz Residents</b>			
Rental Fee (6am-2pm) or (3pm-11pm)	\$ 55.00	\$ 55.00	\$ 55.00
Rental Fee all day	\$ 85.00	\$ 85.00	\$ 85.00
Monday-Thrusday 50% discount on rates			
<b>Non-Schertz Residents</b>			
Rental Fee (6am-2pm) or (3pm-11pm)	\$ 90.00	\$ 90.00	\$ 90.00
Rental Fee all day	\$ 135.00	\$ 135.00	\$ 135.00
Monday-Thrusday 50% discount on rates			
<b><u>Pavilion Rental Rates - Large Pavilion</u></b>			
<b>Schertz Residents</b>			
WITHOUT KITCHEN			
Rental Fee	\$ 100.00	\$ 100.00	\$ 100.00
Monday-Thrusday 50% discount on rates			
WITH KITCHEN/RESTROOMS			
Rental Fee	\$ 200.00	\$ 200.00	\$ 200.00
Monday-Thrusday 50% discount on rates			
Damage Deposit	\$ 200.00	\$ 200.00	\$ 200.00
<b>Non-Schertz Residents</b>			
WITHOUT KITCHEN			
Rental Fee	\$ 150.00	\$ 150.00	\$ 150.00
Monday-Thrusday 50% discount on rates			
WITH KITCHEN/RESTROOMS			
Rental Fee	\$ 300.00	\$ 300.00	\$ 300.00
Monday-Thrusday 50% discount on rates			
Damage Deposit	\$ 200.00	\$ 200.00	\$ 200.00

**City of Schertz  
Schedule of Fees**

<b>Parks and Recreation</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Pools</b>			
Daily Rates			
Per swimmer per entry	\$ 2.00	\$ 2.00	\$ 2.00
Daily pass	\$ 3.00	\$ 3.00	\$ 3.00
Admission is free for children under the age of 2 years.			
Season Rates-Maximum per season pass is six (6) members			
Schertz Residents			
Individual rate	\$ 40.00	\$ 40.00	\$ 40.00
2 member rate	\$ 50.00	\$ 50.00	\$ 50.00
3 member rate	\$ 60.00	\$ 60.00	\$ 60.00
4 member rate	\$ 70.00	\$ 70.00	\$ 70.00
5 member rate	\$ 80.00	\$ 80.00	\$ 80.00
6 member rate	\$ 90.00	\$ 90.00	\$ 90.00
Non-Schertz Residents			
Individual rate	\$ 70.00	\$ 70.00	\$ 70.00
2 member rate	\$ 80.00	\$ 80.00	\$ 80.00
3 member rate	\$ 90.00	\$ 90.00	\$ 90.00
4 member rate	\$ 100.00	\$ 100.00	\$ 100.00
5 member rate	\$ 110.00	\$ 110.00	\$ 110.00
6 member rate	\$ 120.00	\$ 120.00	\$ 120.00
<b>Regular Preschool/Child Care Center</b>			
Teacher/Child Care Attendant and 5 students per pass.			
In City	\$ 80.00	\$ 80.00	\$ 80.00
Out of City	\$ 120.00	\$ 120.00	\$ 120.00

**City of Schertz  
Schedule of Fees**

<b>Parks and Recreation</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
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**\*\*THESE RATES NOW SET BY CONTRACTOR\*\***

**Swimming lessons rate**

Schertz Residents - per child

\*\*                      \*\*                      \*\*

Non- Residents - per child

\*\*                      \*\*                      \*\*

**Pool Reservations**

**Schertz Residents**

1 to 50 People

\*\*                      \*\*                      \*\*

51 to 100 People

\*\*                      \*\*                      \*\*

101 to 150 People

\*\*                      \*\*                      \*\*

151 to 200 People

\*\*                      \*\*                      \*\*

201 to 250 People

\*\*                      \*\*                      \*\*

251 to 293 People

\*\*                      \*\*                      \*\*

**Non-Residents**

1 to 50 People

\*\*                      \*\*                      \*\*

51 to 100 People

\*\*                      \*\*                      \*\*

101 to 150 People

\*\*                      \*\*                      \*\*

151 to 200 People

\*\*                      \*\*                      \*\*

201 to 250 People

\*\*                      \*\*                      \*\*

251 to 293 People

\*\*                      \*\*                      \*\*

**Northcliffe Pool**

**Schertz Residents**

1 to 50 People (2 hours maximum)

\*\*                      \*\*                      \*\*

50 to 100 People (2 hours maximum)

\*\*                      \*\*                      \*\*

**Non-Residents**

1 to 50 People (2 hours maximum)

\*\*                      \*\*                      \*\*

50 to 100 People (2 hours maximum)

\*\*                      \*\*                      \*\*

**\*\*THESE RATES NOW SET BY CONTRACTOR\*\***



**City of Schertz  
Schedule of Fees**

<b>Animal Services</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Pet License</b>			
Standard fee, license per year per spayed or neutered animal	\$ 5.00	\$ 5.00	\$ -
Standard fee, license per year per un-spayed or un-neutered animal	\$ 10.00	\$ 10.00	\$ -
Replacement tags (if lost)	\$ 2.00	\$ 2.00	\$ -
<b>Animal Adoption</b>			
Dog	\$ 60.00	\$ 60.00	\$ 60.00
Cat	\$ 35.00	\$ 35.00	\$ 35.00
Adoption pricing may be discounted for adoption events or during special promotions			
<b>Permits - A permit shall be issue after payment of application fee:</b>			
Kennel authorized to house 10 or less dogs or cats	\$ 75.00	\$ 75.00	\$ 75.00
Kennel authorized to house more than 10 but less than 50	\$ 150.00	\$ 150.00	\$ 150.00
Kennel authorized to house 50 or more	\$ 200.00	\$ 200.00	\$ 200.00
Pet Shop	\$ 100.00	\$ 100.00	\$ 100.00
Grooming Shop	\$ 30.00	\$ 30.00	\$ 30.00
Commercial Riding Stable 10 or less	\$ 75.00	\$ 75.00	\$ 75.00
Commercial Riding Stable 11-50	\$ 150.00	\$ 150.00	\$ 150.00
Commercial Riding Stable 51 or more	\$ 200.00	\$ 200.00	\$ 200.00
Annual Crescent Bend Riding Permit, per horse	\$ 100.00	\$ 100.00	\$ 100.00
Auction	\$ 100.00	\$ 100.00	\$ 100.00
Zoological Park	\$ 200.00	\$ 200.00	\$ 200.00
Animal Exhibition/Circus/Petting Zoo	\$ 100.00	\$ 100.00	\$ 100.00
Guard Dog Training Center	\$ 200.00	\$ 200.00	\$ 200.00
Obedience Training Center	\$ 50.00	\$ 50.00	\$ 50.00
Commercial Establishment Using a Guard Dog	\$ 75.00	\$ 75.00	\$ 75.00
Commercial Annual Sellers Permit	\$ 150.00	\$ 150.00	\$ 150.00
Dangerous Dog Permit	\$ 200.00	\$ 200.00	\$ 200.00
Temporary Permit* - not to exceed 7 days	\$ 15.00	\$ 15.00	\$ 15.00
*Good for Crescent Bend Riding (per horse), Animal Exhibition/Circus/Petting Zoo, and Auction Permits			
Temporary Animal Sales Permit (Pet Expos), not to exceed 3 days	\$ 30.00	\$ 30.00	\$ 30.00
<b>Impoundment Fee: An impoundment fee must be paid for each captured animal</b>			
<b>Dog/Cat Impoundment</b>			
<b>Within a 1 year period</b>			
1st Offense			
Neutered	\$ 30.00	\$ 30.00	\$ 30.00
Un-neutered	\$ 45.00	\$ 45.00	\$ 45.00
2nd Offense			
Neutered	\$ 50.00	\$ 50.00	\$ 50.00
Un-neutered	\$ 70.00	\$ 70.00	\$ 70.00
3rd Offense			
Neutered	\$ 100.00	\$ 100.00	\$ 100.00
Un-neutered	\$ 120.00	\$ 120.00	\$ 120.00
4th Offense			
Neutered	\$ 150.00	\$ 150.00	\$ 150.00
Un-neutered	\$ 170.00	\$ 170.00	\$ 170.00
Each Additional Offense			
Base- Neutered	\$ 150.00	\$ 150.00	\$ 150.00
Base- Un-neutered	\$ 170.00	\$ 170.00	\$ 170.00
Per Additional Offense	\$ 50.00	\$ 50.00	\$ 50.00
Fowl or other small animal	\$ 30.00	\$ 30.00	\$ 30.00
Livestock	\$ 75.00	\$ 75.00	\$ 75.00
Zoological/Circus animal	\$ 200.00	\$ 200.00	\$ 200.00

**City of Schertz  
Schedule of Fees**

<b>Animal Services</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Boarding Fee: A boarding fee must be paid for each animal</b>			
Dog/Cat, per day	\$ 15.00	\$ 15.00	\$ 15.00
Fowl or other small animal, per day	\$ 10.00	\$ 10.00	\$ 10.00
Reptile, per day	\$ 30.00	\$ 30.00	\$ 30.00
Livestock, per day	\$ 50.00	\$ 50.00	\$ 50.00
Zoological/Circus animal, per day	\$ 200.00	\$ 200.00	\$ 200.00
<b>Surrender Fee: Charge per animal with proof of Schertz residency</b>			
Fowl/Reptile/Small Animal	\$ 10.00	\$ 10.00	\$ 10.00
Dog/Cat neutered/spayed /current rabies cert./heartworm negative	\$ 35.00	\$ 35.00	\$ 35.00
Dog/Cat all other surrenders	\$ 65.00	\$ 65.00	\$ 65.00
Small Livestock	\$ 50.00	\$ 50.00	\$ 50.00
Large Livestock	\$ 100.00	\$ 100.00	\$ 100.00
Zoological or Circus	\$ 200.00	\$ 200.00	\$ 200.00
Litter Fee (3 or more animals under 2 months old)	\$ 75.00	\$ 75.00	\$ 75.00
<b>Quarantine Fee:</b>			
Dog/Cat	\$ 50.00	\$ 50.00	\$ 50.00
Plus Daily Charge per animal for boarding	\$ 15.00	\$ 15.00	\$ 15.00
Micro Chipping	\$ 15.00	\$ 15.00	\$ 15.00
<b>Trap Rental Fee:</b>			
Trap Deposit, refundable when trap is returned	\$ 75.00	\$ 75.00	\$ 75.00
Trap Rental Fee, per day	\$ 5.00	\$ 5.00	\$ 5.00

**City of Schertz  
Schedule of Fees**

<b>Marshal Service</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Health and Sanitation Division</b>			
Food Establishment Fees:			
Non-Profit Organizations (regardless of number of employees)	\$ 100.00	\$ 100.00	\$ 100.00
1-3 Employees	\$ 150.00	\$ 150.00	\$ 150.00
4-6 Employees	\$ 285.00	\$ 285.00	\$ 285.00
7-10 Employees	\$ 540.00	\$ 540.00	\$ 540.00
11-20 Employees	\$ 575.00	\$ 575.00	\$ 575.00
21+ Employees	\$ 725.00	\$ 725.00	\$ 725.00
Temporary Food and/or Beverage Establishment	\$ 50.00	\$ 50.00	\$ 50.00
Mobile Vendors	\$ 150.00	\$ 150.00	\$ 100.00
Mobile Vendors, registration (existing permit from another government agency)	N/A	N/A	\$ 25.00
Public and HOA Swimming Pool License	\$ 110.00	\$ 110.00	\$ 110.00
Foster Care	\$ 50.00	\$ 50.00	\$ 50.00
Re-inspection fees	\$ 75.00	\$ 75.00	\$ 75.00
<b>* City Code Violation Court Fee</b>	\$ 10.00	\$ 10.00	\$ 10.00
Nuisance Abatement Administrative Fee	\$ 100.00	\$ 100.00	\$ 100.00
<p>*Any citation issued by individuals defined in Section 22-40 (Authority to issue notice of violations), shall be able to collect a dismissal fee from an individual who abates such violation upon their court appearance. Judge Stephen Takas suggested that we charge a dismissal fee to remedy some of the expenses incurred from the issuance of such citation.</p>			
<b>Sanitation Inspection Fees - Outside of City</b>			
Hourly Charge, one hour minimum	\$ 50.00	\$ 50.00	\$ 50.00
Mileage over 15 miles, per mile	\$ 5.00	\$ 5.00	\$ 5.00
Administrative Fee	15%	15%	15%

**City of Schertz  
Schedule of Fees**

<b>Police Department</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Alarm Permit Fees</b>			
Residential - Annually	\$ 10.00	\$ 10.00	\$ 10.00
Tier 1 Commercial	\$ 25.00	\$ 25.00	\$ 25.00
Tier 2 Commercial site alarm system required under local, state or national code	\$ 50.00	\$ 50.00	\$ 50.00
<b>Alarm Service Fees: Other than Burglar Alarms</b>			
4TH False Alarm within 12 Mo. Period	\$ 100.00	\$ 100.00	\$ 100.00
5TH False Alarm within 12 Mo. Period	\$ 150.00	\$ 150.00	\$ 150.00
6TH False Alarm within 12 Mo. Period	\$ 200.00	\$ 200.00	\$ 200.00
7TH False Alarm within 12 Mo. Period	\$ 250.00	\$ 250.00	\$ 250.00
8TH False Alarm within 12 Mo. Period	\$ 500.00	\$ 500.00	\$ 500.00
Others After 8TH within 12 Mo. Period	\$ 500.00	\$ 500.00	\$ 500.00
<b>Burglar Alarm Service Fees:</b>			
4TH False Alarm within 12 Mo. Period	\$ 50.00	\$ 50.00	\$ 50.00
5TH False Alarm within 12 Mo. Period	\$ 50.00	\$ 50.00	\$ 50.00
6TH False Alarm within 12 Mo. Period	\$ 75.00	\$ 75.00	\$ 75.00
7TH False Alarm within 12 Mo. Period	\$ 75.00	\$ 75.00	\$ 75.00
8TH False Alarm within 12 Mo. Period	\$ 100.00	\$ 100.00	\$ 100.00
Others After 8TH within 12 Mo. Period	\$ 100.00	\$ 100.00	\$ 100.00
<b>Miscellaneous Fees</b>			
Accident Reports, each	\$ 6.00	\$ 6.00	\$ 6.00
Fingerprints, per set	\$ 10.00	\$ 10.00	\$ 10.00
Solicitor/Peddler Permit	\$ 50.00	\$ 50.00	\$ 50.00
Background Check Fee	\$ 10.00	\$ 10.00	\$ 10.00
BODY CAM VIDEO (\$1.00 per minute +\$10.00)	\$ 10.00	\$ 10.00	\$ 10.00

**City of Schertz  
Schedule of Fees**

<b>Fire Department and Haz-Mat Fees</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Permit Fee Schedule</b>			
Certificate of Occupancy - Inspections	\$ 50.00	\$ 50.00	\$ 50.00
License Inspections	\$ 50.00	\$ 50.00	\$ 50.00
Base Fire Suppression System Installation	\$ 100.00	\$ 100.00	\$ 100.00
Additional installation charge, per sprinkler head	\$ 1.00	\$ 1.00	\$ 1.00
Base Fire Alarms Installation	\$ 100.00	\$ 100.00	\$ 100.00
Additional installation charge, per initiating or notification device	\$ 1.00	\$ 1.00	\$ 1.00
Re-Inspection	\$ 45.00	\$ 45.00	\$ 45.00
Smoke Control System Plan (for each review)	\$ 75.00	\$ 75.00	\$ 75.00
Flammable or combustible liquid tanks, each review	\$ 150.00	\$ 150.00	\$ 150.00
Flammable or combustible gas tanks, each review	\$ 150.00	\$ 150.00	\$ 150.00
After hours fee, per hour per inspector (beyond the hours of 8:00 a.m. to 5:00 p.m.)	\$ 60.00	\$ 75.00	\$ 75.00
Plan Review Fees, construction per hour	\$ 50.00	\$ 50.00	\$ 50.00
Plan Review Rush, Outsource - Sent out by Fire Marshal	Cost	Cost	Cost
SFR After Hours Plan Review Rush (per hour, 2 hour minimum)	\$ 65.00	\$ 65.00	\$ 65.00
Fireworks display permit	\$ 250.00	\$ 250.00	\$ 250.00
<b>Operational Permits</b>			
Open or Control Burn - Commercial	\$ 150.00	\$ 150.00	\$ 150.00
Open or Control Burn - Non-commercial	\$ 25.00	\$ 25.00	\$ 25.00
Tents	\$ 50.00	\$ 50.00	\$ 50.00
Cutting and Welding	\$ 50.00	\$ 50.00	\$ 50.00
Explosives	\$ 50.00	\$ 50.00	\$ 50.00
Flammable Storage	\$ 50.00	\$ 50.00	\$ 50.00
Carnivals and Fairs	\$ 50.00	\$ 50.00	\$ 50.00
Food Booth (per booth, per event)	\$ 25.00	\$ 25.00	\$ 25.00
Mobile Food Establishments (annual)	\$ 25.00	\$ 25.00	\$ 25.00
Battery Systems	\$ 50.00	\$ 50.00	\$ 50.00
Combustible Dust Product Options	\$ 50.00	\$ 50.00	\$ 50.00
Cryogenic Fluids	\$ 50.00	\$ 50.00	\$ 50.00
Haz-mat	\$ 50.00	\$ 50.00	\$ 50.00
Lumberyards	\$ 50.00	\$ 50.00	\$ 50.00
Spraying and Dipping	\$ 50.00	\$ 50.00	\$ 50.00
Storage of Tires	\$ 50.00	\$ 50.00	\$ 50.00
<b>Operation Charges</b>			
<i>Hazardous materials operations service fees.</i>			
The current replacement cost shall be charged for the use of consumable haz-mat supplies and firefighting agents	ACTUAL	ACTUAL	ACTUAL
If any protective equipment or firefighting equipment is damaged or contaminated, the current replacement cost shall be charged.	ACTUAL	ACTUAL	ACTUAL
Personnel cost will be calculated at the rate for the responding crew members.	ACTUAL	ACTUAL	ACTUAL
Fire Watch Fee, cost based on weighted salary of dispatched employee	ACTUAL	ACTUAL	ACTUAL

**City of Schertz  
Schedule of Fees**

<b>EMS</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Response Services</b>			
Aid Call	\$ 200.00	\$ 200.00	\$ 200.00
Air Medical Assist Call	\$ 700.00	\$ 700.00	\$ 700.00
BLS Non- Emergency	\$1,090.00	\$1,090.00	\$1,090.00
BLS Emergency	\$1,210.00	\$1,210.00	\$1,210.00
ALS Non Emergency	\$1,230.00	\$1,230.00	\$1,230.00
ALS Emergency No Specialty Care	\$1,440.00	\$1,440.00	\$1,440.00
ALS Emergency W \ Specialty Care	\$1,600.00	\$1,600.00	\$1,600.00
Mileage, per mile	\$ 20.00	\$ 20.00	\$ 20.00
<b>Other Services</b>			
Ambulance Standby, per hour	\$ 125.00	\$ 125.00	\$ 125.00
Gator Standby, per hour	\$ 95.00	\$ 95.00	\$ 95.00
AED Supplies	Actual	Actual	Actual
CPR Class and Supplies	Actual	Actual	Actual
System Continuing Education	Actual	Actual	Actual
Vaccinations	Actual	Actual	Actual
EMT Class	\$1,100.00	\$1,100.00	\$1,100.00
Passport to Care - Single (insured)	\$ 50.00	\$ 50.00	\$ 50.00
Passport to Care - Family (insured)	\$ 60.00	\$ 60.00	\$ 60.00
Passport to Care - Single (Not insured)	\$ 65.00	\$ 65.00	\$ 65.00
Passport to Care - Family (Not insured)	\$ 75.00	\$ 75.00	\$ 75.00

**City of Schertz  
Schedule of Fees**

<b>Planning and Zoning</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Plat recording service:</b>			
Fees assessed are due prior to recording:			
Plat recording fee is equal to the fee charged by the County Clerks Office			
<b>Annexation Petition by Property Owner - Plus all related fees</b>	\$ 750.00	\$ 750.00	\$ 750.00
<b>Zone Change</b>			
Zone change for 0 to 2 acres	\$ 650.00	\$ 650.00	\$ 650.00
Zone change for 2+ to 5 acres	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Zone change for 5+ to 20 acres	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Zone change for 20+ to 50 acres	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Zone change for 50+ to 100 acres	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Zone change for 100+ acres	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<b>Specific Use Permit (SUP) - plus other applicable items (i.e. Site Plan)</b>			
Specific Use Permit (SUP) for 0 to 2 acres	\$ 650.00	\$ 650.00	\$ 650.00
Specific Use Permit (SUP) for 2+ to 5 acres	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Specific Use Permit (SUP) for 5+ to 20 acres	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Specific Use Permit (SUP) for 20+ to 50 acres	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Specific Use Permit (SUP) for 50+ to 100 acres	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Specific Use Permit (SUP) for 100+ acres	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Building addition of a current/legal SUP	\$ 500.00	\$ 500.00	\$ 500.00
<b>Master Development Plan</b>			
All phased developments and PDD's	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Master Development Plan Amendment (minor revision)	\$ 500.00	\$ 500.00	\$ 500.00
<b>Preliminary Plat</b>			
0 to 50 acres	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
greater than 50 acres	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
<b>Final Record Plat or Re-plat</b>			
0 to 50 acres	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
greater than 50 acres	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Revised Final Plat (minor)	\$ 500.00	\$ 500.00	\$ 500.00
<b>Amended Plat</b>	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Minor Plat</b>	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Vacate Plat</b>	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Plat Time Extension - plus all related fees	\$ 250.00	\$ 250.00	\$ 250.00
Street and Subdivision Name Changes	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00

**City of Schertz  
Schedule of Fees**

<b>Planning and Zoning</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Site Plan</b>	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Amended Site Plan (minor)	\$ 500.00	\$ 500.00	\$ 500.00
<b>Park Fees - Residential</b>			
Land Dedication: one (1) acre per 100 dwelling unit			
Fee in Lieu of Land Dedication: per dwelling unit	\$ 350.00	\$ 350.00	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00	\$ 650.00	\$ 650.00
<b>Park Fees - Multi-Family</b>			
Land Dedication: one (1) acre per 100 dwelling unit			
Fee in Lieu of Land Dedication; per dwelling unit:	\$ 350.00	\$ 350.00	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00	\$ 650.00	\$ 650.00
<b>Miscellaneous</b>			
Tree Mitigation, inch of DBH - Plus all related fees	\$ 100.00	\$ 100.00	\$ 100.00
Legal Review (i.e. Improvement Agreements)	Actual	Actual	Actual
Zoning Verification Letter - Single tract of land per Tract	\$ 150.00	\$ 150.00	\$ 150.00
Certificate of Determination - Single Tract of Land per Tract	\$ 150.00	\$ 150.00	\$ 150.00
Postponement of any Public Hearing by the Applicant	\$ 350.00	\$ 350.00	\$ 350.00
<b>Appeals and requests for amendments</b>			
Considered by City Council, the Planning & Zoning Commission, the Building and Standards Commission, or the Board of Adjustment as allowed by the Unified Development Code:	\$ 750.00	\$ 500.00	\$ 500.00
<b>Variance and/or Waivers</b>			
Unified Development Code, ea.	\$ 500.00	\$ 500.00	\$ 500.00
Building Code, ea.	\$ 500.00	\$ 500.00	\$ 500.00
Driveway width waiver requests will not be assessed with the waiver fee			
<b>Copies, Plans, and Maps:</b>			
Unified Development Code	\$ 50.00	\$ 50.00	\$ 50.00
Public Works Specification Manual	\$ 50.00	\$ 50.00	\$ 50.00
Staff Review - Application completeness review, internal SDR (staff) review & meeting with applicant to review application package. Fee included in all applications.			



**City of Schertz  
Schedule of Fees**

<b>Engineering</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Grading and Clearing Permit - Acreage</b>			
For non-agricultural purposes			
Below 5 acres	\$ 100.00	\$ 100.00	\$ 100.00
5 to 20 acres	\$ 250.00	\$ 250.00	\$ 250.00
Per acre over 20, plus base charge for 20 acres	\$ 3.00	\$ 3.00	\$ 3.00
Over 100 acres	\$ 490.00	\$ 490.00	\$ 490.00
<b>Development Permit</b>			
% of total valuation of public infrastructure improvements	1%	1%	1%
Reinspection Fee	\$ 50.00	\$ 50.00	\$ 50.00

*Grading and Clearing Permit Fees are waived for applicants representing Home Owner's Associations proposing maintenance activities in drainage easements.*

**City of Schertz  
Schedule of Fees**

<b>Inspections</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Residential Building Permit Fees</b>			
Minimum permit fee	\$ 50.00	\$ 50.00	\$ 50.00
New Single Family Residential (one & two family dwellings) per square foot	\$ 0.50	\$ 0.50	\$ 0.50
New Accessory structures per square foot	\$ 0.50	\$ 0.50	\$ 0.50
Flatwork/Deck	\$ 225.00	\$ 225.00	\$ 225.00
Patio/Patio Cover	\$ 225.00	\$ 225.00	\$ 225.00
Roof Replacement	\$ 200.00	\$ 200.00	\$ 200.00
Window Replacement	\$ 150.00	\$ 150.00	\$ 150.00
Foundation Repair	\$ 225.00	\$ 225.00	\$ 225.00
A building permit is required for swimming pools greater than 24 inches (24") in depth.			
Swimming Pools - In ground	\$ 500.00	\$ 500.00	\$ 500.00
Swimming Pools - Above Ground 48" or greater in depth		\$ 200.00	\$ 200.00
Swimming Pools - Above Ground less than 48" in depth		\$25.00	\$25.00
Update to reduce fees for above ground pool between 24" and 48" in depth			
A residential plan review fee of 50% of the building permit fee is assessed to all permits for the review of construction documents and plans associated with a permit.			
	50%	50%	50%
Updated language to provide clarity for customer			
See trade permit fees associated with residential permits below.			
<b>Commercial Building Permit Fees</b>			
<b>Building Permit Fees</b>			
New Construction - Commercial (see Cost table below)	Cost	Cost	Cost
Plan review fees for projects with a cost of \$5,000 or greater, are assessed review fees based on a percentage (%) of Permit Fee			
	50%	50%	50%
Updated language to provide clarity for customer			
<b>Permit Fees:</b>			
<b>Cost of Construction (Cost)</b>			
\$0.00 to \$1,000.00	\$ 50.00	\$ 50.00	\$ 50.00
\$1,001.00 to \$15,000.00, for each additional \$1,000 and fraction thereof	\$ 8.00	\$ 8.00	\$ 8.00
\$15,001.00 to \$50,000.00, for each additional \$1,000 and fraction thereof	\$ 7.00	\$ 7.00	\$ 7.00
\$50,001 and up, for each additional \$1,000 and fraction thereof	\$ 6.00	\$ 6.00	\$ 6.00
<b>Following Use The Cost of Construction (Cost) Table above:</b>			
Non - residential Flatwork/Deck	Cost	Cost	Cost
Non - residential Accessory Buildings	Cost	Cost	Cost
Non - residential Patio/Patio Cover	Cost	Cost	Cost
Non - residential Roof Replacement	Cost	Cost	Cost
Non - residential Window Replacement	Cost	Cost	Cost
Non - residential Swimming Pools in Ground	Cost	Cost	Cost
Non - residential Foundation Repair	Cost	Cost	Cost
Sign	Cost	Cost	Cost

**City of Schertz  
Schedule of Fees**

<b>Inspections</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>All other permit fees (Residential &amp; Commercial):</b>			
Fence (New and Replacement)	\$ 50.00	\$ 50.00	\$ 50.00
Siding/Fascia	\$ 75.00	\$ 75.00	\$ 75.00
Temporary Building or Structure	\$ 50.00	\$ 50.00	\$ 50.00
Moving Permit Fee	\$ 100.00	\$ 100.00	\$ 100.00
Demolition Permit Fee	\$ 60.00	\$ 60.00	\$ 60.00
Mobile Home Permit Fee (plus sub-trades as necessary)	\$ 25.00	\$ 25.00	\$ 25.00
Certificate of Occupancy	\$ 50.00	\$ 50.00	\$ 50.00
Pre Certificate of Occupancy Inspection	\$ 200.00	\$ 200.00	\$ 200.00
Failure to Obtain Certificate of Occupancy	\$ 200.00	\$ 200.00	\$ 200.00
Compliance Inspection, each trade	\$ 50.00	\$ 50.00	\$ 50.00
Temporary Sign	\$ 30.00	\$ 30.00	\$ 30.00
Development Sign	\$ 100.00	\$ 100.00	\$ 100.00
Banner	\$ 25.00	\$ 25.00	\$ 25.00
Street Span Banner	\$ 25.00	\$ 25.00	\$ 25.00
Home Occupation Permit (annually)	\$ 35.00	\$ 35.00	\$ 35.00
<b>All plan review fees that follow are subject to a 15% administrative fee</b>			
Drainage Plan Review, per hour (2 hour minimum)	\$ 100.00	\$ 100.00	\$ 100.00
Preliminary Plan Review, per hour (2 hour minimum)	\$ 100.00	\$ 100.00	\$ 100.00
Irrigation Plan Review, per hour (2 hour minimum)	\$ 100.00	\$ 100.00	\$ 100.00
Additional Plan Review (ie Revised), per hour (1 hour minimum)	\$ 100.00	\$ 100.00	\$ 100.00
Commercial/Civil Express Plan Review, per hour (2 hour minimum)*	TBD	TBD	TBD
Commercial/Civil Outsource Plan Review*	Actual	Actual	Actual
*Deposit Required			
Construction beginning without permit, pay additional:	\$ 200.00	\$ 200.00	\$ 200.00
Failure to Request Inspection, per trade	\$ 100.00	\$ 100.00	\$ 100.00
Failure to Obtain Contractors License/Provide Insurance	\$ 100.00	\$ 100.00	\$ 100.00
<b>Electrical Permit Fees</b>			
Electrical Repair/Replacement	\$ 60.00	\$ 60.00	\$ 60.00
New Construction per building/unit	\$ 100.00	\$ 100.00	\$ 100.00
Solar	\$100.00	\$100.00	\$100.00
New solar installation is considered an electrical installation by code and has been assessed as an electrical. We have had customer request that it be listed separate in the fee schedule. Updated to help provide clarity for customer.			
<b>Mechanical Permit Fees</b>			
Mechanical Repair/Replacement	\$ 60.00	\$ 60.00	\$ 60.00
New Construction per building/unit	\$ 100.00	\$ 100.00	\$ 100.00
<b>Plumbing Permit Fees</b>			
Plumbing Repair/Replacement	\$ 60.00	\$ 60.00	\$ 60.00
New Construction per building/unit	\$ 100.00	\$ 100.00	\$ 100.00
<b>Irrigation Permit Fees</b>			
Permit Fee	\$ 60.00	\$ 60.00	\$ 60.00
plus per sprinkler head	\$ 1.00	\$ 1.00	\$ 1.00
plus per backflow or RPZ	\$ 3.00	\$ 3.00	\$ 3.00
subsequent to the installation of the piping or equipment served, each			

**City of Schertz  
Schedule of Fees**

<b>Inspections</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Re-Inspection Fees</b>			
Each re-inspection, per trade	\$ 75.00	\$ 75.00	\$ 75.00
Re-inspections after first, per trade	\$ 100.00	\$ 100.00	\$ 100.00
<b>NOTE: If re-inspection has been called for and the second inspection revealed the original turn down items have not been corrected in part or whole, in addition to the above fees, a seventy-two (72) hour notice of inspection shall be required before another re-inspection will be conducted</b>			
<b>No permit fees will be charged for sites located on Main St. (All departments)</b> <b>No permit fees will be charged to the Schertz Housing Authority (All departments)</b>			
<b>Licenses/Registrations:</b>			
General Contractor (Initial)	\$ 150.00	\$ 100.00	\$ 100.00
General Contractor (Initial and Renewal)	\$ 100.00	\$ 100.00	\$ 100.00
Master Electrician (Initial) State of Texas Issued	N/C	N/C	N/C
Journeyman Electrician (Annually) State of Texas Issued	N/C	N/C	N/C
Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C	N/C	N/C
Mechanical Contractor (Annually) State of Texas Issued	N/C	N/C	N/C
Plumbing Contractor (Annually)* State of Texas Issued	N/C	N/C	N/C
Irrigation (Annually) State of Texas Issued	N/C	N/C	N/C
Backflow Tester - State of Texas Issued	N/C	N/C	N/C
Sign Contractor (Initial)	\$ 50.00	\$ 50.00	\$ 50.00
Sign Contractor (Renewal)	\$ 40.00	\$ 40.00	\$ 40.00
Electrical Sign Contractor (Initial) State of Texas Issued	N/C	N/C	N/C
Electric Sign Journeyman Electrician (Annually) State of Texas Issued	N/C	N/C	N/C
Electric Sign Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C	N/C	N/C
Utility Contractor (Annually)	\$ 50.00	\$ 50.00	\$ 50.00
Mobile Home Park (Annually)	\$ 40.00	\$ 40.00	\$ 40.00

\*N/C - No Charge for license per state law

**For any item not specifically included in the preceding schedule, the Development Services Department shall establish a fee consistent with the level of work and necessary inspections established by the schedule and the applicant shall be advised accordingly.**

**City of Schertz  
Schedule of Fees**

<b>Drainage Fees</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Charge Per Residence	\$ 5.20	\$ 5.20	\$ 5.20
Commercial, per LUE	\$ 5.20	\$ 5.20	\$ 5.20
Floodplain Permit, Residential	\$ 20.00	\$ 20.00	\$ 50.00
Floodplain Permit, Commercial	\$ 20.00	\$ 20.00	\$ 150.00

**City of Schertz  
Schedule of Fees**

<b>Public Works - Streets</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Chipping charges, per half hour	\$ 40.00	\$ 40.00	\$ 40.00
<b>Garbage Collection Fees</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Residential:</b>			
Zone I: Once a week pick up			
One 96 gallon cart provided by franchisee, per month	\$ 12.41	\$ 12.41	\$ 12.41
Residents request 2 carts total:	\$ 18.59	\$ 18.59	\$ 18.59
Resident requests 3 carts total:	\$ 24.80	\$ 24.80	\$ 24.80
Resident requests 4 carts total:	\$ 30.99	\$ 30.99	\$ 30.99
Recycling Fee, per month/container	\$ 2.05	\$ 2.05	\$ 2.05
Zone 2: Single Family, twice per week pick up, per month, no cart provided	\$ 12.41	\$ 12.41	\$ 12.41
Recycling Fee, per month/container	\$ 2.05	\$ 2.05	\$ 2.05
Front Porch Pick Up	\$ 18.11	\$ 18.11	\$ 18.11
Recycling Fee, per month/container	\$ 2.05	\$ 2.05	\$ 2.05
<b>Special Pickup:</b>			
Move Ins, Special Tree Trimmings, oversize materials, & similar circumstances; minimum	\$ 17.29	\$ 17.29	\$ 17.29
<b>Class II: Mobile Home Parks</b>			
Mobile Home Parks (2 or more mobile homes) (based on number in park on the 15th day of the month), per unit/monthly	\$ 9.90	\$ 9.90	\$ 9.90
<b>Class III: Apartments</b>			
per unit/monthly	\$ 9.90	\$ 9.90	\$ 9.90
<b>Class IV: Motels</b>			
per unit/monthly	\$ 4.37	\$ 4.37	\$ 4.37
<b>2. Commercial</b>			
<b>Class V:</b>			
Offices, barber shops and Professional services, per month	\$ 15.70	\$ 15.70	\$ 15.70
<b>Class VI:</b>			
Light retail, wholesale, commercial or industrial, 2000 to 4000 square feet and excluding large grocery stores, etc., per month	\$ 27.08	\$ 27.08	\$ 27.08
<b>Class VII:</b>			
Medium retail, wholesale commercial or industrial (2000 to 4000 square feet and exclude large grocery store, etc.), per month	\$ 39.34	\$ 39.34	\$ 39.34
2 Cart, 1 pickup per week	\$ 40.61	\$ 40.61	\$ 40.61

**City of Schertz  
Schedule of Fees**

<b>Garbage Collection Fees</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Class VIII:</b>			
Heavy Volume retail wholesale, commercial, or industrial (placement determined by a time and cost study of refuse generation and collection. The categories in this class usually require hand loading from rooms or pens and would not apply when commercial containers are used.)			
<b>A.</b> Two weekly pickups of 1.5 cubic yard containers, excluding large grocery, furniture or department stores, per month	\$ 69.89	\$ 69.89	\$ 69.89
<b>B.</b> Two weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 139.77	\$ 139.77	\$ 139.77
<b>C.</b> Three weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 218.41	\$ 218.41	\$ 218.41
<b>D.</b> Four weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 262.05	\$ 262.05	\$ 262.05
<b>E.</b> Five weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 349.42	\$ 349.42	\$ 349.42
<b>F.</b> Six weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 436.84	\$ 436.84	\$ 436.84
<b>G.</b> Customer requiring more than four (4) cu. Yds each pickup would be charged per cu. Yds. Collected., per yard	\$ 4.84	\$ 4.84	\$ 4.84

**City of Schertz  
Schedule of Fees**

Garbage Collection Fees		2018-19		2019-20		2020-21	
3. Commercial Containers.							
CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:							
Container Size:		Frequency of Pickup					
<u>2017-18 through 2020-21</u>		1	2	3	4	5	6
2 cu. Yard	\$ 59.45	\$ 101.23	\$ 122.28	\$ 139.79	\$ 157.26	\$ 174.72	
3 cu. Yard	\$ 71.65	\$ 129.26	\$ 178.23	\$ 204.38	\$ 230.63	\$ 256.82	
4 cu. Yard	\$ 89.06	\$ 153.79	\$ 209.65	\$ 253.32	\$ 297.04	\$ 340.71	
6 cu. Yard	\$ 125.84	\$ 209.65	\$ 288.30	\$ 366.95	\$ 445.49	\$ 524.14	
8 cu. Yard	\$ 148.53	\$ 270.81	\$ 375.60	\$ 480.46	\$ 586.04	\$ 690.14	
10 cu. Yard	\$ 171.19	\$ 314.45	\$ 445.49	\$ 559.12	\$ 672.64	\$ 786.19	
Commercial Recycle Hauling Permit						\$2,500.00	\$2,500.00 \$2,500.00



**City of Schertz  
Schedule of Fees**

<b>Garbage Collection Fees</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>4. Roll-Off Rates Per Pull Open Top Containers - Dry Material</b>			
<b>20 cu. Yard</b>	\$ 323.20	\$ 323.20	\$ 323.20
<b>30 cu. Yard</b>	\$ 384.34	\$ 384.34	\$ 384.34
<b>40 cu. Yard</b>	\$ 445.49	\$ 445.49	\$ 445.49
<b>Roll-off Rental (no pulls within billing cycle) per container per month</b>	\$ 133.65	\$ 133.65	\$ 133.65
<b>Collection and Disposal of Municipal Wastes</b>			
<b>5. Wet Material Rates on Compactor containers or open top containers with wet material must be negotiated with customers at the time they are needed. This type of waste must be hauled to a Type I landfill which generally has a higher disposal rate attached to it.</b>			
<b>Roll-off Container Delivery Charge per container</b>	\$ 38.95	\$ 38.95	\$ 38.95
<b>Roll-off Relocation or Trip Charge per container</b>	\$ 38.95	\$ 38.95	\$ 38.95
<b>2 cu. Yard compactor, per month (2 services per week)</b>	\$ 230.27	\$ 230.27	\$ 230.27
<b>Extra pick ups (2 yard compactor), each</b>	\$ 87.31	\$ 87.31	\$ 87.31
<b>4 cu. Yard compactor, per month (2 services per week)</b>	\$ 474.39	\$ 474.39	\$ 474.39
<b>30 cu yard Compactor, per pull</b>	\$ 585.30	\$ 585.30	\$ 585.30
<b>40 cu yard Compactor, per pull</b>	\$ 695.37	\$ 695.37	\$ 695.37
<b>30 cu yard Open-top (Recycle), per pull</b>	\$ 218.27	\$ 218.27	\$ 218.27
<b>Front-Load container extra pick-up charges</b>			
<b>2 cu yard</b>	\$ 29.70	\$ 29.70	\$ 29.70
<b>3 cu yard</b>	\$ 37.12	\$ 37.12	\$ 37.12
<b>4 cu yard</b>	\$ 44.56	\$ 44.56	\$ 44.56
<b>6 cu yard</b>	\$ 51.98	\$ 51.98	\$ 51.98
<b>8 cu yard</b>	\$ 59.41	\$ 59.41	\$ 59.41
<b>10 cu yard</b>	\$ 66.82	\$ 66.82	\$ 66.82
<b>OVER WEIGHT CHARGE</b>	\$ 29.79	\$ 29.79	\$ 29.79

To address non standard requests, the solid waste contractor can negotiate a fee with the customer requesting the service. The City will collect 15% of the negotiated fee per the franchise agreement.

**City of Schertz  
Schedule of Fees**

<b>Business Office</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Water Deposit</b>			
In City	\$ 125.00	\$ 125.00	\$ 125.00
Out of City	\$ 150.00	\$ 150.00	\$ 150.00
Commercial	\$ 100.00	\$ 100.00	\$ 100.00
or 2.5 times estimated monthly billing	2.5x	2.5x	2.5x
 Disconnect Fee	 \$ 20.00	 \$ 20.00	 \$ 20.00
 Extension Fee	 \$ 5.00	 \$ 5.00	 \$ 5.00
2 free extensions			
 Transfer Fee	 \$ 10.00	 \$ 10.00	 \$ 10.00
 <b>Garbage Deposit</b>			
Residential	\$ 25.00	\$ 25.00	\$ 25.00
Commercial	\$ 100.00	\$ 100.00	\$ 100.00
or 2 1/2 times estimated monthly billing	2.5x	2.5x	2.5x
 <b>Meter Flow Test</b>			
After Hours Disconnect/Reconnect	\$ 50.00	\$ 50.00	\$ 50.00
City Field Test	\$ 10.00	\$ 10.00	\$ 10.00
City Meter Bench Flow Test	\$ 25.00	\$ 25.00	\$ 25.00
 Schertz Seguin Water Customers	 \$ 4.00	 \$ 4.00	 \$ 4.00
Non-Schertz Seguin Customer	\$ 15.00	\$ 15.00	\$ 15.00
  Extended Absence Charge	  \$ 10.00	  \$ 10.00	  \$ 10.00
 Re-Installation Fee, per hour	 \$ 50.00	 \$ 50.00	 \$ 50.00
 <b>Fire Hydrant Fee</b>			
Deposit	\$ 200.00	\$ 200.00	\$ 200.00
Service Fee	\$ 50.00	\$ 50.00	\$ 50.00

**City of Schertz  
Schedule of Fees**

<b>Public Works</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Permit Fees - If tie into manhole or street cut	\$ 25.00	\$ 25.00	\$ 25.00
 <b>Fire Line</b> Type Nos. 1 and 2 - (non-metered), in City			
4-inch service line connection or smaller	\$ 175.00	\$ 175.00	\$ 175.00
6 inch	\$ 235.00	\$ 235.00	\$ 235.00
8 inch	\$ 290.00	\$ 290.00	\$ 290.00
10 inch	\$ 340.00	\$ 340.00	\$ 340.00
12 inch	\$ 405.00	\$ 405.00	\$ 405.00
 <b>Fire Line - Outside City</b>			
4-inch service line connection or smaller	\$ 225.00	\$ 225.00	\$ 225.00
6 inch	\$ 305.00	\$ 305.00	\$ 305.00
8 inch	\$ 375.00	\$ 375.00	\$ 375.00
10 inch	\$ 440.00	\$ 440.00	\$ 440.00
12 inch	\$ 525.00	\$ 525.00	\$ 525.00
 <b>Meter Installation Fees - Inside the City</b>			
<b>Meter Size</b>			
5/8" X 3/4"	\$ 330.00	\$ 330.00	\$ 330.00
3/4" X 3/4"	\$ 345.00	\$ 345.00	\$ 345.00
1" X 1"	\$ 450.00	\$ 450.00	\$ 450.00
1.5" X 1/5"	\$ 880.00	\$ 880.00	\$ 880.00
2" X 2"	\$ 1,940.00	\$ 1,940.00	\$ 1,940.00
*2" turbine	Cost + Labor	Cost + Labor	Cost + Labor
*3" Comp	Cost + Labor	Cost + Labor	Cost + Labor
*3" turbine	Cost + Labor	Cost + Labor	Cost + Labor
*4" Comp	Cost + Labor	Cost + Labor	Cost + Labor
*4" turbine	Cost + Labor	Cost + Labor	Cost + Labor

**City of Schertz  
Schedule of Fees**

<b>Public Works</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Meter Installation Fees - Outside the City</b>			
<b>Meter Size</b>			
5/8" X 3/4"	\$ 340.00	\$ 340.00	\$ 340.00
3/4" X 3/4"	\$ 355.00	\$ 355.00	\$ 355.00
1" X 1"	\$ 460.00	\$ 460.00	\$ 460.00
1.5" X 1/5"	\$ 890.00	\$ 890.00	\$ 890.00
2" X 2"	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
*2" turbine	Cost + Labor	Cost + Labor	Cost + Labor
*3" Comp	Cost + Labor	Cost + Labor	Cost + Labor
*3" turbine	Cost + Labor	Cost + Labor	Cost + Labor
*4" Comp	Cost + Labor	Cost + Labor	Cost + Labor
*4" turbine	Cost + Labor	Cost + Labor	Cost + Labor
<b>Fire Hydrant Meter for Construction</b>			
Deposit (refundable)	\$ 200.00	\$ 200.00	\$ 200.00
Service Charge	\$ 50.00	\$ 50.00	\$ 50.00
<b>Wholesale Water Distribution Rate</b>			
Base Rate, per month			
3 Inch Compound Meter	\$ 315.28	\$ 315.28	\$ 315.28
3 Inch Turbine Meter	\$ 472.92	\$ 472.92	\$ 472.92
4 Inch Compound Meter	\$ 492.63	\$ 492.63	\$ 492.63
4 Inch Turbine Meter	\$ 827.62	\$ 827.62	\$ 827.62
6 Inch Compound Meter	\$ 985.26	\$ 985.26	\$ 985.26
6 Inch Turbine Meter	\$ 1,812.88	\$ 1,812.88	\$ 1,812.88
8 Inch Compound Meter	\$ 1,576.80	\$ 1,576.80	\$ 1,576.80
8 Inch Turbine Meter	\$ 3,153.60	\$ 3,153.60	\$ 3,153.60
10 Inch Compound Meter	\$ 2,266.65	\$ 2,266.65	\$ 2,266.65
10 Inch Turbine Meter	\$ 4,927.50	\$ 4,927.50	\$ 4,927.50
12 Inch Turbine Meter	\$ 6,504.30	\$ 6,504.30	\$ 6,504.30
Available by agreement to distributors with a self-maintained water distribution service, Military Bases, and for temporary use until reuse water is made available in a particular area.			
<b>Network Nodes</b>			
Application	\$ 500.00	\$ 500.00	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 250.00	\$ 100.00	\$ 100.00
Annual Public Right of Way	\$ 250.00	\$ 250.00	\$ 250.00
Node Support Pole Application Fee	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Collaction Fee for Network Nodes on City Service Poles, per pole	\$20.00 per mc	\$20.00 per mc	\$20.00 per month
<b>Transport Facilities</b>			
Application	\$ 500.00	\$ 500.00	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 250.00	\$ 100.00	\$ 100.00
Rental Fee for Transport Facilities, per device per month	\$ 28.00	\$ 28.00	\$ 28.00
Annual Public Right of Way Fee	\$ 250.00	\$ 250.00	\$ 250.00

Permit Fees will be due at the time of the permit submission.  
Permit will not be accepted if the permit fee is not attached.  
Other fees will be assessed at the time of permit approval

**City of Schertz  
Schedule of Fees**

<b>Capital Recovery Impact Fees</b>			<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Meter Size</b>	<b>Meter Type</b>	<b>LUEs Water</b>			
5/8"	SIMPLE	1.0	\$ 2,934	\$ 2,934	\$ 2,934
3/4"	SIMPLE	1.5	\$ 4,401	\$ 4,401	\$ 4,401
1"	SIMPLE	2.5	\$ 7,335	\$ 7,335	\$ 7,335
1.5"	SIMPLE	5.0	\$ 14,670	\$ 14,670	\$ 14,670
2"	SIMPLE	8.0	\$ 23,472	\$ 23,472	\$ 23,472
2"	COMPOUND	8.0	\$ 23,472	\$ 23,472	\$ 23,472
2"	TURBINE	10.0	\$ 29,340	\$ 29,340	\$ 29,340
3"	COMPOUND	16.0	\$ 46,944	\$ 46,944	\$ 46,944
3"	TURBINE	24.0	\$ 70,416	\$ 70,416	\$ 70,416
4"	COMPOUND	25.0	\$ 73,350	\$ 73,350	\$ 73,350
4"	TURBINE	42.0	\$ 123,228	\$ 123,228	\$ 123,228
6"	COMPOUND	50.0	\$ 146,700	\$ 146,700	\$ 146,700
6"	TURBINE	92.0	\$ 269,928	\$ 269,928	\$ 269,928
8"	COMPOUND	80.0	\$ 234,720	\$ 234,720	\$ 234,720
9"	TURBINE	160.0	\$ 469,440	\$ 469,440	\$ 469,440
10"	COMPOUND	115.0	\$ 337,410	\$ 337,410	\$ 337,410
10"	TURBINE	250.0	\$ 733,500	\$ 733,500	\$ 733,500
12"	TURBINE	330.0	\$ 968,220	\$ 968,220	\$ 968,220

**SEWER COLLECTION IMPACT FEE**

\*Collection Impact Fee Per Living Unit Equivalent (LUE) \$ 1,668 \$ 1,668 \$ 1,668

\*Sewer based on LUE: LUE = 245 gallons per day  
These are only City of Schertz impact fees.

**Other Utility Impact Fees**

Treatment Impact Fee Per LUE: \$ 1,800.00 \$ 1,800.00 \$ 1,800.00  
Schertz Seguin Local Government Corporation (SSLGC)

<b>Meter Size</b>	<b>Meter Type</b>				
5/8"	SIMPLE	1.0	\$ 1,607	\$ 1,607	\$ 1,607
3/4"	SIMPLE	1.5	\$ 2,411	\$ 2,411	\$ 2,411
1"	SIMPLE	2.5	\$ 4,018	\$ 4,018	\$ 4,018
1.5"	SIMPLE	5.0	\$ 8,036	\$ 8,036	\$ 8,036
2"	SIMPLE	8.0	\$ 12,858	\$ 12,858	\$ 12,858
2"	COMPOUND	8.0	\$ 12,858	\$ 12,858	\$ 12,858
2"	TURBINE	10.0	\$ 16,072	\$ 16,072	\$ 16,072
3"	COMPOUND	16.0	\$ 25,716	\$ 25,716	\$ 25,716
3"	TURBINE	24.0	\$ 38,574	\$ 38,574	\$ 38,574
4"	COMPOUND	25.0	\$ 40,181	\$ 40,181	\$ 40,181
4"	TURBINE	42.0	\$ 67,504	\$ 67,504	\$ 67,504
6"	COMPOUND	50.0	\$ 80,362	\$ 80,362	\$ 80,362
6"	TURBINE	92.0	\$ 147,866	\$ 147,866	\$ 147,866
8"	COMPOUND	80.0	\$ 128,579	\$ 128,579	\$ 128,579
9"	TURBINE	160.0	\$ 257,158	\$ 257,158	\$ 257,158
10"	COMPOUND	115.0	\$ 184,833	\$ 184,833	\$ 184,833
10"	TURBINE	250.0	\$ 401,810	\$ 401,810	\$ 401,810
12"	TURBINE	330.0	\$ 530,389	\$ 530,389	\$ 530,389

**ROADWAY IMPACT FEE**

Residential Home \$ 2,022.00 \$ 2,022.00 \$ 2,022.00  
Nonresidential, per service unit\* \$ 100.00 \$ 100.00 \$ 100.00

\*The number of service units are based on the use of the property. A fee calculator is available on the City Website under the Engineering page

**City of Schertz  
Schedule of Fees**

<b>Sewer Rates</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b><u>Residential Rates (Single Family)</u></b>			
<b>Base Rate-per month</b>	\$ 12.54	\$ 13.54	\$ 13.54
<b>Per 1,000 gal Charge, Per Month</b>			
City line Maintenance fee plus Franchise fee	\$ 0.49	\$ 0.53	\$ 0.53
User Charge based on 100% of avg consumption mo.	\$ 3.83	\$ 3.93	\$ 3.93
User avg. based on Nov, Dec, and Jan, min. 500 gals.			
Per 1,000 gal charge Total- 12,000 gallons or less	\$ 4.32	\$ 4.46	\$ 4.46
greater than 12,000 gallons	\$ 9.37	\$ 10.12	\$ 10.12
<b><u>Business and Multi-family Dwelling Units:</u></b>			
<b>Base Rate per month</b>	\$ 15.77	\$ 17.03	\$ 17.03
The base rate shall be assessed in terms of connection equivalents which shall be as follows: the customer's previous 12 month water consumption as determined at the annual re-rating in February divided by 365, with the results of such division then divided by 245 gallons. The figure arrived at by the second division shall be the customer's "connection equivalent". Each business shall be assessed a base rate.			
<b>Per 1,000 gal Charge, Per Month</b>			
Line Maintenance-Commercial/Industrial users plus Franchise fee	\$ 0.59	\$ 0.64	\$ 0.64
User Charge-based on 100% of water consumed	\$ 3.83	\$ 3.93	\$ 3.93
Per 1,000 gal charge Total- 12,000 gallons or less	\$ 4.42	\$ 4.57	\$ 4.57
greater than 12,000 gallons	\$ 9.46	\$ 10.22	\$ 10.22
<b><u>Public Schools</u></b>			
<b>Base Rate per month</b>	\$ 15.77	\$ 17.03	\$ 17.03
Base Rate-each public school shall be assessed a base rate per connection equivalent determined as in Business and Multi-family dwelling units above. (per month)			
<b>Per 1,000 gal Charge, Per Month</b>			
Line Maintenance-Commercial/Industrial users	\$ 0.59	\$ 0.64	\$ 0.64
User Charge-based on 100% of all water consumed	\$ 3.83	\$ 3.93	\$ 3.93
Per 1,000 gal charge Total- 12,000 gallons or less	\$ 4.42	\$ 4.57	\$ 4.57
greater than 12,000 gallons	\$ 9.46	\$ 10.22	\$ 10.22
<b><u>For Information Purposes Only:</u></b>			
Cibolo Creek Municipal Authority (CCMA), Per 1,000 gallons includes 5% franchise fee	\$ 3.83	\$ 3.93	\$ 3.93

**City of Schertz  
Schedule of Fees**

Public Works - Water Rates	2020-21
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GALLONS SOLD BY METER SIZE (RESIDENTIAL AND SMALL COMMERCIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
5/8 IN CODE 1	0	\$ 24.61	\$ 3.04	\$ 29.81	\$ 6.08
	6,000	\$ 42.85	\$ 3.09	\$ 66.29	\$ 6.15
	9,000	\$ 52.12	\$ 3.34	\$ 84.74	\$ 6.71
	12,000	\$ 62.14	\$ 3.61	\$ 104.87	\$ 7.21
	15,000	\$ 72.97	\$ 3.82	\$ 126.50	\$ 7.64
	18,000	\$ 84.43	\$ 4.81	\$ 149.42	\$ 9.61
	30,000	\$ 142.15	\$ 5.46	\$ 264.74	\$ 10.94
	45,000	\$ 224.05	\$ 5.81	\$ 428.84	\$ 11.64
	60,000	\$ 311.20	\$ 6.03	\$ 603.44	\$ 12.04
	75,000+	\$ 401.65	\$ 6.15	\$ 784.04	\$ 12.31
3/4 IN CODE 2	0	\$ 36.89	\$ 3.04	\$ 44.69	\$ 6.08
	6,000	\$ 55.13	\$ 3.09	\$ 81.17	\$ 6.15
	9,000	\$ 64.40	\$ 3.34	\$ 99.62	\$ 6.71
	12,000	\$ 74.42	\$ 3.61	\$ 119.75	\$ 7.21
	15,000	\$ 85.25	\$ 3.82	\$ 141.38	\$ 7.64
	18,000	\$ 96.71	\$ 4.81	\$ 164.30	\$ 9.61
	30,000	\$ 154.43	\$ 5.46	\$ 279.62	\$ 10.94
	45,000	\$ 236.33	\$ 5.81	\$ 443.72	\$ 11.64
	60,000	\$ 323.48	\$ 6.03	\$ 618.32	\$ 12.04
	75,000+	\$ 413.93	\$ 6.15	\$ 798.92	\$ 12.31
1.0 IN CODE 3	0	\$ 61.49	\$ 3.04	\$ 74.48	\$ 6.08
	6,000	\$ 79.73	\$ 3.09	\$ 110.96	\$ 6.15
	9,000	\$ 89.00	\$ 3.34	\$ 129.41	\$ 6.71
	12,000	\$ 99.02	\$ 3.61	\$ 149.54	\$ 7.21
	15,000	\$ 109.85	\$ 3.82	\$ 171.17	\$ 7.64
	18,000	\$ 121.31	\$ 4.81	\$ 194.09	\$ 9.61
	30,000	\$ 179.03	\$ 5.46	\$ 309.41	\$ 10.94
	45,000	\$ 260.93	\$ 5.81	\$ 473.51	\$ 11.64
	60,000	\$ 348.08	\$ 6.03	\$ 648.11	\$ 12.04
	75,000+	\$ 438.53	\$ 6.15	\$ 828.71	\$ 12.31

**City of Schertz  
Schedule of Fees**

Public Works - Water Rates	2020-21
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GALLONS SOLD BY METER SIZE (RESIDENTIAL AND SMALL COMMERCIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
1 1/2 IN CODE 4	0	\$ 122.99	\$ 3.04	\$ 148.96	\$ 6.08
	15,000	\$ 168.59	\$ 3.09	\$ 240.16	\$ 6.15
	30,000	\$ 214.94	\$ 3.34	\$ 332.41	\$ 6.71
	45,000	\$ 265.04	\$ 3.61	\$ 433.06	\$ 7.21
	60,000	\$ 319.19	\$ 3.82	\$ 541.21	\$ 7.64
	75,000	\$ 376.49	\$ 4.81	\$ 655.81	\$ 9.61
	100,000	\$ 496.74	\$ 5.46	\$ 896.06	\$ 10.94
	125,000	\$ 633.24	\$ 5.81	\$ 1,169.56	\$ 11.64
	150,000	\$ 778.49	\$ 6.03	\$ 1,460.56	\$ 12.04
	175,000+	\$ 929.24	\$ 6.15	\$ 1,761.56	\$ 12.31
2 IN SIMPLE COMPOUND CODE 5	0	\$ 196.78	\$ 3.04	\$ 238.33	\$ 6.08
	24,000	\$ 269.74	\$ 3.09	\$ 384.25	\$ 6.15
	48,000	\$ 343.90	\$ 3.34	\$ 531.85	\$ 6.71
	72,000	\$ 424.06	\$ 3.61	\$ 692.89	\$ 7.21
	96,000	\$ 510.70	\$ 3.82	\$ 865.93	\$ 7.64
	120,000	\$ 602.38	\$ 4.81	\$ 1,049.29	\$ 9.61
	160,000	\$ 794.78	\$ 5.46	\$ 1,433.69	\$ 10.94
	200,000	\$ 1,013.18	\$ 5.81	\$ 1,871.29	\$ 11.64
	240,000	\$ 1,245.58	\$ 6.03	\$ 2,336.89	\$ 12.04
	280,000+	\$ 1,486.78	\$ 6.15	\$ 2,818.49	\$ 12.31
2IN TURBINE CODE 6	0	\$ 245.96	\$ 3.04	\$ 297.92	\$ 6.08
	30,000	\$ 337.16	\$ 3.09	\$ 480.32	\$ 6.15
	60,000	\$ 429.86	\$ 3.34	\$ 664.82	\$ 6.71
	90,000	\$ 530.06	\$ 3.61	\$ 866.12	\$ 7.21
	120,000	\$ 638.36	\$ 3.82	\$ 1,082.42	\$ 7.64
	150,000	\$ 752.96	\$ 4.81	\$ 1,311.62	\$ 9.61
	200,000	\$ 993.46	\$ 5.46	\$ 1,792.12	\$ 10.94
	250,000	\$ 1,266.46	\$ 5.81	\$ 2,339.12	\$ 11.64
	300,000	\$ 1,556.96	\$ 6.03	\$ 2,921.12	\$ 12.04
	350,000+	\$ 1,858.46	\$ 6.15	\$ 3,523.12	\$ 12.31



**City of Schertz  
Schedule of Fees**

Public Works - Water Rates	2020-21
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GALLONS SOLD BY METER SIZE (RESIDENTIAL AND SMALL COMMERCIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
3 IN COMPOUND CODE 7	0	\$ 393.55	\$ 3.04	\$ 476.66	\$ 6.08
	48,000	\$ 539.47	\$ 3.09	\$ 768.50	\$ 6.15
	96,000	\$ 687.79	\$ 3.34	\$ 1,063.70	\$ 6.71
	144,000	\$ 848.11	\$ 3.61	\$ 1,385.78	\$ 7.21
	192,000	\$ 1,021.39	\$ 3.82	\$ 1,731.86	\$ 7.64
	240,000	\$ 1,204.75	\$ 4.81	\$ 2,098.58	\$ 9.61
	320,000	\$ 1,589.55	\$ 5.46	\$ 2,867.38	\$ 10.94
	400,000	\$ 2,026.35	\$ 5.81	\$ 3,742.58	\$ 11.64
	480,000	\$ 2,491.15	\$ 6.03	\$ 4,673.78	\$ 12.04
	560,000+	\$ 2,973.55	\$ 6.15	\$ 5,636.98	\$ 12.31
3 IN TURBINE CODE 8	0	\$ 590.33	\$ 3.04	\$ 715.01	\$ 6.08
	72,000	\$ 809.21	\$ 3.09	\$ 1,152.77	\$ 6.15
	144,000	\$ 1,031.69	\$ 3.34	\$ 1,595.57	\$ 6.71
	216,000	\$ 1,272.17	\$ 3.61	\$ 2,078.69	\$ 7.21
	288,000	\$ 1,532.09	\$ 3.82	\$ 2,597.81	\$ 7.64
	408,000	\$ 1,990.49	\$ 4.81	\$ 3,514.61	\$ 9.61
	528,000	\$ 2,567.69	\$ 5.46	\$ 4,667.81	\$ 10.94
	648,000	\$ 3,222.89	\$ 5.81	\$ 5,980.61	\$ 11.64
	768,000	\$ 3,920.09	\$ 6.03	\$ 7,377.41	\$ 12.04
	888,000+	\$ 4,643.69	\$ 6.15	\$ 8,822.21	\$ 12.31
4 IN COMPOUND CODE 9	0	\$ 614.93	\$ 3.04	\$ 744.79	\$ 6.08
	75,000	\$ 842.93	\$ 3.09	\$ 1,200.79	\$ 6.15
	150,000	\$ 1,074.68	\$ 3.34	\$ 1,662.04	\$ 6.71
	225,000	\$ 1,325.18	\$ 3.61	\$ 2,165.29	\$ 7.21
	300,000	\$ 1,595.93	\$ 3.82	\$ 2,706.04	\$ 7.64
	425,000	\$ 2,073.43	\$ 4.81	\$ 3,661.04	\$ 9.61
	550,000	\$ 2,674.68	\$ 5.46	\$ 4,862.29	\$ 10.94
	675,000	\$ 3,357.18	\$ 5.81	\$ 6,229.79	\$ 11.64
	800,000	\$ 4,083.43	\$ 6.03	\$ 7,684.79	\$ 12.04
	925,000+	\$ 4,837.18	\$ 6.15	\$ 9,189.79	\$ 12.31

**City of Schertz  
Schedule of Fees**

<b>Public Works - Water Rates</b>	<b>2020-21</b>
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GALLONS SOLD BY METER SIZE (RESIDENTIAL AND SMALL COMMERCIAL)

		INSIDE CITY		OUTSIDE CITY	
METER	BLOCK GALLONS	BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
4 IN TURBINE CODE 10	0	\$ 1,033.08	\$ 3.04	\$ 1,251.24	\$ 6.08
	126,000	\$ 1,416.12	\$ 3.09	\$ 2,017.32	\$ 6.15
	252,000	\$ 1,805.46	\$ 3.34	\$ 2,792.22	\$ 6.71
	378,000	\$ 2,226.30	\$ 3.61	\$ 3,637.68	\$ 7.21
	504,000	\$ 2,681.16	\$ 3.82	\$ 4,546.14	\$ 7.64
	630,000	\$ 3,162.48	\$ 4.81	\$ 5,508.78	\$ 9.61
	840,000	\$ 4,172.58	\$ 5.46	\$ 7,526.88	\$ 10.94
	1,050,000	\$ 5,319.18	\$ 5.81	\$ 9,824.28	\$ 11.64
	1,260,000	\$ 6,539.28	\$ 6.03	\$ 12,268.68	\$ 12.04
	1,470,000+	\$ 7,805.58	\$ 6.15	\$ 14,797.08	\$ 12.31
6 IN COMPOUND CODE 11	0	\$ 1,229.86	\$ 3.04	\$ 1,489.60	\$ 6.08
	150,000	\$ 1,685.86	\$ 3.09	\$ 2,401.60	\$ 6.15
	300,000	\$ 2,149.36	\$ 3.34	\$ 3,324.10	\$ 6.71
	450,000	\$ 2,650.36	\$ 3.61	\$ 4,330.60	\$ 7.21
	600,000	\$ 3,191.86	\$ 3.82	\$ 5,412.10	\$ 7.64
	750,000	\$ 3,764.86	\$ 4.81	\$ 6,558.10	\$ 9.61
	1,000,000	\$ 4,967.36	\$ 5.46	\$ 8,960.60	\$ 10.94
	1,250,000	\$ 6,332.36	\$ 5.81	\$ 11,695.60	\$ 11.64
	1,500,000	\$ 7,784.86	\$ 6.03	\$ 14,605.60	\$ 12.04
	1,750,000+	\$ 9,292.36	\$ 6.15	\$ 17,615.60	\$ 12.31
6 IN TURBINE CODE 12	0	\$ 2,262.93	\$ 3.04	\$ 2,740.85	\$ 6.08
	276,000	\$ 3,101.97	\$ 3.09	\$ 4,418.93	\$ 6.15
	552,000	\$ 3,954.81	\$ 3.34	\$ 6,116.33	\$ 6.71
	828,000	\$ 4,876.65	\$ 3.61	\$ 7,968.29	\$ 7.21
	1,104,000	\$ 5,873.01	\$ 3.82	\$ 9,958.25	\$ 7.64
	1,380,000	\$ 6,927.33	\$ 4.81	\$ 12,066.89	\$ 9.61
	1,840,000	\$ 9,139.93	\$ 5.46	\$ 16,487.49	\$ 10.94
	2,300,000	\$ 11,651.53	\$ 5.81	\$ 21,519.89	\$ 11.64
	2,760,000	\$ 14,324.13	\$ 6.03	\$ 26,874.29	\$ 12.04
	3,220,000+	\$ 17,097.93	\$ 6.15	\$ 32,412.69	\$ 12.31

**City of Schertz  
Schedule of Fees**

Public Works - Water Rates	2020-21
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GALLONS SOLD BY METER SIZE (RESIDENTIAL AND SMALL COMMERCIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
8 IN COMPOUND CODE 13	0	\$ 1,987.74	\$ 3.04	\$ 2,407.27	\$ 6.08
	240,000	\$ 2,717.34	\$ 3.09	\$ 3,866.47	\$ 6.15
	480,000	\$ 3,458.94	\$ 3.34	\$ 5,342.47	\$ 6.71
	720,000	\$ 4,260.54	\$ 3.61	\$ 6,952.87	\$ 7.21
	960,000	\$ 5,126.94	\$ 3.82	\$ 8,683.27	\$ 7.64
	1,200,000	\$ 6,043.74	\$ 4.81	\$ 10,516.87	\$ 9.61
	1,600,000	\$ 7,967.74	\$ 5.46	\$ 14,360.87	\$ 10.94
	2,000,000	\$ 10,151.74	\$ 5.81	\$ 18,736.87	\$ 11.64
	2,400,000	\$ 12,475.74	\$ 6.03	\$ 23,392.87	\$ 12.04
	2,800,000+	\$ 14,887.74	\$ 6.15	\$ 28,208.87	\$ 12.31
8 IN TURBINE CODE 14	0	\$ 3,975.48	\$ 3.04	\$ 4,814.54	\$ 6.08
	480,000	\$ 5,434.68	\$ 3.09	\$ 7,732.94	\$ 6.15
	960,000	\$ 6,917.88	\$ 3.34	\$ 10,684.94	\$ 6.71
	1,440,000	\$ 8,521.08	\$ 3.61	\$ 13,905.74	\$ 7.21
	1,920,000	\$ 10,253.88	\$ 3.82	\$ 17,366.54	\$ 7.64
	2,400,000	\$ 12,087.48	\$ 4.81	\$ 21,033.74	\$ 9.61
	3,200,000	\$ 15,935.48	\$ 5.46	\$ 28,721.74	\$ 10.94
	4,000,000	\$ 20,303.48	\$ 5.81	\$ 37,473.74	\$ 11.64
	4,800,000	\$ 24,951.48	\$ 6.03	\$ 46,785.74	\$ 12.04
	5,600,000+	\$ 32,187.48	\$ 6.15	\$ 61,233.74	\$ 12.31
10 IN COMPOUND CODE 15	0	\$ 2,857.37	\$ 3.04	\$ 3,460.46	\$ 6.08
	345,000	\$ 3,906.17	\$ 3.09	\$ 5,558.06	\$ 6.15
	690,000	\$ 4,972.22	\$ 3.34	\$ 7,679.81	\$ 6.71
	1,035,000	\$ 6,124.52	\$ 3.61	\$ 9,994.76	\$ 7.21
	1,380,000	\$ 7,369.97	\$ 3.82	\$ 12,482.21	\$ 7.64
	1,725,000	\$ 8,687.87	\$ 4.81	\$ 15,118.01	\$ 9.61
	2,300,000	\$ 11,453.62	\$ 5.46	\$ 20,643.76	\$ 10.94
	2,875,000	\$ 14,593.12	\$ 5.81	\$ 26,934.26	\$ 11.64
	3,450,000	\$ 17,933.87	\$ 6.03	\$ 33,627.26	\$ 12.04
	4,025,000+	\$ 21,401.12	\$ 6.15	\$ 40,550.26	\$ 12.31

**City of Schertz  
Schedule of Fees**

<b>Public Works - Water Rates</b>	<b>2020-21</b>
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GALLONS SOLD BY METER SIZE (RESIDENTIAL AND SMALL COMMERCIAL)

		<b>INSIDE CITY</b>		<b>OUTSIDE CITY</b>	
METER	BLOCK GALLONS	BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
10 IN TURBINE CODE 16	0	\$ 6,211.67	\$ 3.04	\$ 7,182.34	\$ 6.08
	750,000	\$ 8,491.67	\$ 3.09	\$ 11,742.34	\$ 6.15
	1,500,000	\$ 10,809.17	\$ 3.34	\$ 16,354.84	\$ 6.71
	2,250,000	\$ 13,314.17	\$ 3.61	\$ 21,387.34	\$ 7.21
	3,000,000	\$ 16,021.67	\$ 3.82	\$ 26,794.84	\$ 7.64
	3,750,000	\$ 18,886.67	\$ 4.81	\$ 32,524.84	\$ 9.61
	5,000,000	\$ 24,899.17	\$ 5.46	\$ 44,537.34	\$ 10.94
	6,250,000	\$ 31,724.17	\$ 5.81	\$ 58,212.34	\$ 11.64
	7,500,000	\$ 38,986.67	\$ 6.03	\$ 72,762.34	\$ 12.04
	8,750,000+	\$ 46,524.17	\$ 6.15	\$ 87,812.34	\$ 12.31
12 IN TURBINE CODE 17	0	\$ 8,199.42	\$ 3.04	\$ 9,929.99	\$ 6.08
	990,000	\$ 11,209.02	\$ 3.09	\$ 15,949.19	\$ 6.15
	1,980,000	\$ 14,268.12	\$ 3.34	\$ 22,037.69	\$ 6.71
	2,970,000	\$ 17,574.72	\$ 3.61	\$ 28,680.59	\$ 7.21
	3,960,000	\$ 21,148.62	\$ 3.82	\$ 35,818.49	\$ 7.64
	4,950,000	\$ 24,930.42	\$ 4.81	\$ 43,382.09	\$ 9.61
	6,600,000	\$ 32,866.92	\$ 5.46	\$ 59,238.59	\$ 10.94
	8,250,000	\$ 41,875.92	\$ 5.81	\$ 77,289.59	\$ 11.64
	9,900,000	\$ 51,462.42	\$ 6.03	\$ 96,495.59	\$ 12.04
	11,550,000+	\$ 61,411.92	\$ 6.15	\$ 116,361.59	\$ 12.31
			RATE 1000		
FH METER	\$	116.88	\$ 8.98		
Cibolo Wholesale Water Rate			\$ 3.27		

**City of Schertz  
Schedule of Fees**

<b>Drought Contingency Surcharges</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
For the first 1,000 gallons over allocation*	\$ 2.00	\$ 2.00	\$ 2.00
For the second 1,000 gallons over allocation*	\$ 3.00	\$ 3.00	\$ 3.00
For the third 1,000 gallons over allocation*	\$ 4.00	\$ 4.00	\$ 4.00
For each additional 1,000 gallons over allocation*	\$ 5.00	\$ 5.00	\$ 5.00
 Drought Contingency Violation Fines, up to	 \$ 200.00	 \$ 200.00	 \$ 200.00

\*Refer to the Conservation Ordinance for all allocations

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020

**Department:** Engineering

**Subject:** Resolution No. 20-R-80 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures with Utility Engineering Group, PLLC, totaling no more than \$143,000.00 for professional engineering services related to the Riata Lift Station Relocation Project, and other matters in connection therewith. (B. James/K. Woodlee/S. McClelland)

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**BACKGROUND**

The Texas Department of Transportation (TxDOT) continues to move forward with the planning of the IH-35 NEX Project which will add travel lanes (elevated and surface) to IH-35 from AT&T Center Parkway to north of FM 3009. TxDOT is currently in the procurement process for a Design-Build firm to complete the project. All the utility relocations associated with the IH-35 NEX Project will be done by the Design-Build firm, except for a few select facilities, including the Riata Lift Station. Because of the complexities and lead time required to relocate a lift station, TxDOT has requested that the relocation be done ahead of the other utility relocations for the project. The Riata Lift Station is located roughly at IH-35 and Fairlawn Avenue on the northbound frontage road.

City Staff is recommending the design, bid, and construction phase engineering services be awarded to Utility Engineering Group (UEG) due to their extensive experience in working on utility relocation projects with TxDOT on behalf of several local utility companies. UEG also has an impressive reputation for the design of lift stations and have designed several lift stations in the City of Schertz that were constructed by private developers and dedicated to the City. UEG is one of the City's current On-Call Consulting Engineer Firms.

The UEG scope also includes land acquisition services which will be required to identify and acquire the new lift station property and associated easements.

Because the relocation of the Riata Lift Station is caused by an Interstate Highway Project, the design and construction costs for the relocation will be reimbursed by TxDOT through a Standard Utility Agreement, which is finalized after the final design is complete. Because of the timing of when the Standard Utility Agreement is finalized, reimbursements for project expenses will begin approximately at the time construction begins on the lift station, so funds to pay for UEG's services will be taken from the FY 19-20 Public Works Operational Budget and will be reimbursed in the future.

**GOAL**

To obtain authorization from City Council to execute a task order agreement with Utility Engineering Group, PLLC to complete the design of the Riata Lift Station Relocation Project.

**COMMUNITY BENEFIT**

Completing the relocation of the lift station is a requirement for the IH-35 NEX Project to be completed by TxDOT, which will have a major impact on the community.

## **SUMMARY OF RECOMMENDED ACTION**

Approve 20-R-80 to authorize the professional services with Utility Engineering Group, PLLC.

## **FISCAL IMPACT**

City Staff is requesting the base contract be awarded in the amount of \$129,795 with a contingency of \$13,205 for a total not to exceed amount of \$143,000. Funding for the relocation project will come from the FY 19-20 Public Works Operational Budget, but will ultimately be reimbursed by TxDOT because it is a relocation associated with an Interstate Highway Project.

## **RECOMMENDATION**

Staff recommends authorization of the task order agreement with Utility Engineering Group, PLLC to complete the design of the Riata Lift Station Relocation Project as identified in the attachments hereto.

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### **Attachments**

20-R-80

UEG Contract

Map

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**RESOLUTION NO. 20-R-80**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,  
TEXAS AUTHORIZING EXPENDITURES WITH UTILITY  
ENGINEERING GROUP, PLLC., TOTALING NO MORE THAN  
\$143,000.00 FOR PROFESSIONAL ENGINEERING SERVICES RELATED  
TO THE RIATA LIFT STATION RELOCATION PROJECT, AND OTHER  
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Staff of the City of Schertz (the “City”) has determine that the City requires professional services relating to engineering and design for the Riata Lift Station Project; and

WHEREAS, City Staff has determined that Utility Engineering Group, PLLC is uniquely qualified to provide such services for the City; and

WHEREAS, Utility Engineering Group, PLLC is an approved On-Call Engineering Firm for the City of Schertz; and

WHEREAS, pursuant to Section 252.022(a)(4) of the Texas Local Government Code, the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, funding is available in the FY 19-20 Public Works Operational Budget; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Utility Engineering Group, PLLC in accordance with their approved Master Agreement in substantially the form set forth in Exhibit A in the amount not to exceed \$143,000.00 for the design, bid, and construction phase engineering services for the Riata Lift Station Relocation Project..

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of



such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28<sup>th</sup> day of July, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

## SUGGESTED FORM OF TASK ORDER

This is Task Order No. <u>3</u> , consisting of <u>6</u> pages.
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### Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 7, 2019 ("Agreement"), Owner and Engineer agree as follows:

#### 1. Background Data

- a. Effective Date of Task Order: June \_\_\_, 2020
- b. Owner: City of Schertz, Texas
- c. Engineer: Utility Engineering Group, PLLC
- d. Specific Project (title): Riata Lift Station Relocation Project
- e. Specific Project (description): The project includes the design of the abandonment and relocation of the City's existing Riata Lift Station and associated gravity main, force main, and appurtenances. The existing lift station is located adjacent to the IH-35 North-Bound Access Road, just north of Fairlawn Avenue. The project is required by TxDOT's proposed IH-35 expansion project.

#### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Preliminary and Final Design Phase:

- UEG will coordinate with City Staff to acquire as-built plan and report information, as available, for the lift station abandonment and relocation, and prepare a preliminary design based on TxDOT's proposed right-of-way and plans;
- UEG will provide a preliminary project schedule and cost estimate for review by the City and TxDOT;
- UEG will assist the City with the TxDOT required standard utility agreement;
- UEG will assist the City with site selection for the new lift station site and required off-site utility relocations;
- UEG will perform a design survey for the City of Schertz abandonment and relocation design plans;
- UEG will provide lift station design calculations and will prepare a lift station engineering design report for the project;
- UEG will coordinate electrical design plans and specifications for the abandonment of the existing lift station and proposed lift station facility;
- UEG's electrical design sub-consultant will coordinate SCADA design with the City's SCADA designer;

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Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

- UEG will provide a geotechnical report to support the structural design of the lift station and the site/access drive pavement section recommendations;
- UEG's electrical sub-consultant will coordinate with the local power provider to provide 3-phase power, as needed, to the lift station site terminating at the pad mounted or aerial transformer;
- The relocated lift station design will include an emergency back-up generator and automatic transfer switch;
- UEG will include an existing lift station and utility abandonment plan;
- UEG will prepare plans for entry and site driveway to the relocated lift station;
- UEG will prepare plans for the water service to the relocated lift station site;
- UEG will prepare 90% design level plans and specifications, including provisions for the TxDOT required removal of abandoned lift station, gravity main, and force main for City review. The plans and specifications will be based on the City's approved design standards and standard specifications as well as TCEQ design criteria;
- UEG will assist City Staff with TxDOT coordination throughout the project. This proposal assumes up to four (4) meetings with the City and TxDOT during the plan preparation phase; and
- UEG will prepare and assist City Staff with the required TxDOT permit submittal through TxDOT's online UIR system and or TxDOT's utility relocation coordination contractor. During the review process, UEG will coordinate and prepare responses to TxDOT comments, as necessary. UEG will also submit a project summary transmittal letter to TCEQ for their review, addressing comments as necessary.

#### Bidding or Negotiating Phase:

- Based on the City, TxDOT, and TCEQ review comments; UEG will prepare a final bid set of construction plans, specifications, and front-end bid documents;
- UEG will assist City Staff with the project bid; and
- UEG will review the project bids and provide City Staff with a bid recommendation letter.

#### Construction Phase:

- Based on City Council award of the project, UEG will prepare the required number of sets of contract documents;
- UEG will provide construction administration services limited to submittal review, contractor requests for information review, contractor payment request review, assist City Staff with TxDOT reimbursement requests, and construction observation site visits in order to provide an engineer's certification of completion in accordance with the approved plans; and
- Upon completion of the project, UEG will provide as-built drawings for the City's records.

#### B. Other Services

Engineer shall also provide the following services:

#### ROW Agent Services:

- UEG will sub-contract with a ROW Agent for the acquisition of up to two (2) permanent utility easements, one (1) utility site easement or fee simple property, one (1) permanent access easement, and one (1) temporary construction easement. It is assumed that all of the property and easement acquisition will involve one property owner; and
- In addition to the ROW Agent services, UEG's survey sub-consultant will provide metes and

bounds descriptions and sketches for the easements/property listed above.

Environmental Services:

- The proposed project is being developed by the City of Schertz and is therefore subject to review under the Antiquities Code of Texas (ACT). This scope of services will provide the necessary level of effort and deliverables to fulfill the regulatory requirements relating to the ACT. The project is also subject to Section 106 of the National Historic Preservation Act and National Environmental Policy Act compliance as it will receive funding and permitting approval from TxDOT;
- UEG's sub-consultant will perform a background review of the project area; prepare an ACT Permit application for review and authorization by the Texas Historical Commission (THC); and complete a cultural resources field investigation, associated reporting, and curation that meets ACT and Section 106 requirements. The archaeological investigation will include a desktop analysis and Texas Antiquities Permit Application, intensive cultural resources survey, report preparation, and report finalization / records curation;
- The scope of services includes a natural resources evaluation including U.S. Fish and Wildlife Service (USFWS) federally listed threatened, endangered, or candidate, the Texas Parks and Wildlife Department state-listed threatened, endangered and species of concern that may be affected by projects in the County. The scope will also evaluate and proposed crossings of potential jurisdictional waters of the U.S. subject to U.S. Army Corps of Engineers permitting under Section 404 of the Clean Water Act. Draft species impacts assessments will be prepared that provide a description of the vegetation communities and habitat features present and assessment of the potential for the occurrence of the species on the project area; and describe any potentially jurisdictional waters of the U.S. that may be affected by proposed project activities. Following review and responses to comments, the assessments will be finalized and submitted electronically; and
- The scope of services includes a TxDOT Biological Evaluation and Surface Water Analysis. As the proposed lift station relocation will be funded by TxDOT, UEG's sub-consultant will complete applicable TxDOT environmental forms based on the results of ecological evaluations of the project site and anticipated project impacts. The following TxDOT forms anticipated to apply to this project:
  - Tier 1 Site Assessment Form 200-02
  - Species Analysis Form 300-03
  - Species Analysis Spreadsheet 300-01
  - Ecological Mapping Systems of Texas (EMST) Impacts Table
  - Surface Water Analysis Form 905-03 (required if jurisdictional waters will be affected)Based on the results of field evaluations, UEG's sub-consultant will complete draft versions of the applicable TxDOT forms for review. Following review and responses to comments, the forms will be finalized and submitted electronically.

C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

D. Exclusions

- Subsurface Utility Exploration work is not included in this scope of services; and
- UEG will not be responsible for any permit fees or advertising fees related to the project.

### 3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are: **None**

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 12 weeks of Owner's authorization to proceed with Preliminary Design Phase services as well as identification of the new lift station site property and easements.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 3 weeks of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 3 copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 3 weeks of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 2 weeks of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within 3 weeks of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.

Engineer	Furnish 3 copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 2 weeks of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables
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## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 2.A)		
a. Preliminary and Final Design Phase	\$91,855.00	Lump Sum
b. Bidding or Negotiating Phase	\$3,030.00	Lump Sum
c. Construction Phase	\$12,120.00	Lump Sum
2. Other Services (Section 2.B)		
a. ROW Agent Services	\$7,500.00	
b. Environmental Services	\$15,290.00	
<b>TOTAL COMPENSATION (lines 1.a-c and 2.a-b)</b>	\$129,795.00	Lump Sum
3. Additional Services	(N/A)	(N/A)

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

## 7. Consultants retained as of the Effective Date of the Task Order:

## 8. Other Modifications to Agreement and Exhibits: N/A

## 9. Attachments: N/A

## 10. Other Documents Incorporated by Reference: N/A

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June \_\_\_\_, 2020.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: David Kneuper, P.E.

Title: \_\_\_\_\_

Title: Partner

Engineer License or Firm's  
Certificate No. (if required): 18712  
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: David Kneuper, P.E.

Title: \_\_\_\_\_

Title: Partner

Address: \_\_\_\_\_

Address: 191 N. Union Ave., New Braunfels, Texas 78130

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: davidk@uegpros.com

**City of Schertz**  
**Riata Lift Station Relocation Project**

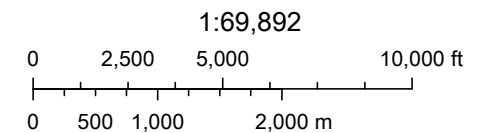
	Principal (hrs)	Cost (\$185/hr)	Project Engineer/Manager( hrs)	Cost (\$155/hr)	Graduate Engineer (hrs)	Cost (\$100/hr)	Design Technician (hrs)	Cost (\$85/hr)	Administrative (hrs)	Cost (\$55/hr)	Subcontractor	Total
Riata Lift Station Relocation Project	38	\$ 7,030	148	\$ 22,940	224	\$ 22,400	144	\$ 12,240	12	\$ 660	\$ 64,525	\$ 129,795
Preliminary and Final Design Phase	28		100		172		144		0		\$ 64,525	\$ 114,645
Information Gathering	2		8		12		4					
Coordination with the City and TxDOT	8		24		12							
Prepare Preliminary Calculations and Report	2		16		20							
Prepare Preliminary Design Plans and Specifications	6		24		80		100					
Comment Submittal and Response	2		8		24		40					
Sub-Consultant Coordinatin	8		20		24							
Electrical Engineer Sub-Consultant											\$ 20,600	
Survey Sub-Consultant											\$ 10,500	
Geotechnical Sub-Consultant											\$ 5,135	
Structural Sub-Consultant											\$ 5,500	
ROW Agent Sub-Consultant											\$ 7,500	
Environmental Sub-Consultant											\$ 15,290	
Bidding or Negotiating Phase	2		8		12				4			\$ 3,030
Construction Phase	8		40		40				8			\$ 12,120
<b>Total Riata Lift Station Relocation Project</b>												<b>\$ 129,795</b>



# Riata Lift Station Map



7/23/2020, 4:55:45 PM



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

GIS Department

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020

**Department:** Engineering

**Subject:** Resolution No. 20-R-81 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures with Kimley-Horn Associates, Inc., totaling no more than \$294,000.00 for phase one of professional engineering services related to the 16” Dedicated Transmission Main Project, and other matters in connection therewith. (B. James/K. Woodlee/S. McClelland)

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**BACKGROUND**

In order to make the City of Schertz water system work more efficiently and provide better service to customers, a dedicated transmission main is needed to connect the Live Oak Tank to the I-35 Elevated Tank. These tanks are currently not directly connected, so the I-35 Elevated Tank is fed through the distribution network. Operating in this manner requires the distribution system to operate at a higher pressure than ideal, which is undesirable for residents near the Live Oak Tank site, and also causes operation and maintenance issues with the pumps and pipe network due to the pressure stress on the system. This dedicated transmission main is proposed to be a 16” line.

Because of the scope of the project, the design consultant services are planned to be broken in to two phases. The first phase, which is what is being awarded with resolution 20-R-81, includes a route study to select the best route for the project considering existing utilities, right-of-way/easements, and environmental concerns. The first phase also includes the development of a Preliminary Engineering Report which will include 30% plans. The second design phase of the project will include final design, bid, and construction phase services.

City Staff is recommending awarding the engineering services to Kimley-Horn because of their experience in completing similar transmission main projects that require extensive coordination and their ability to provide the majority of the required services within their local office. Kimley-Horn is one of the City’s current On-Call Consulting Engineer Firms.

The 16” Dedicated Transmission Main Project is a planned project that was included in the FY 19-20 Water Reserves budget.

**GOAL**

To obtain authorization from City Council to execute a task order agreement with Kimley-Horn Associates, Inc. to complete the first phase of design for the 16” Dedicated Transmission Main Project.

**COMMUNITY BENEFIT**

Completing the installation of the dedicated transmission main will improve service to City of Schertz customers and reduce operation and maintenance costs.

**SUMMARY OF RECOMMENDED ACTION**

Approve 20-R-81 to authorize the professional services with Kimley-Horn Associates, Inc.

### **FISCAL IMPACT**

City Staff is requesting the base contract for phase one of design be awarded in the amount of \$255,198 with a contingency of \$38,802 for a total not to exceed amount of \$294,000. Funding for the project was budgeted in FY 19-20 budget out of Water Reserves.

### **RECOMMENDATION**

Staff recommends authorization of the task order agreement with Kimley-Horn Associates, Inc. to complete the first phase of design for the 16" Dedicated Transmission Main Project as identified in the attachments hereto.

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#### **Attachments**

20-R-81

Kimley-Horn Contract

Map

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**RESOLUTION NO. 20-R-81**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH KIMLEY-HORN ASSOCIATES, INC., TOTALING NO MORE THAN \$294,000.00 FOR PHASE ONE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE 16" DEDICATED TRANSMISSION MAIN PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Staff of the City of Schertz (the "City") has determine that the City requires professional services relating to engineering and design for the 16" Dedicated Transmission Main Project; and

WHEREAS, City Staff has determined that Kimley-Horn Associates, Inc. is qualified to provide such services for the City; and

WHEREAS, Kimley-Horn Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

WHEREAS, pursuant to Section 252.022(a)(4) of the Texas Local Government Code, the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, project is a planned project with funding available in the Water Reserves; and

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Kimley-Horn Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth in Exhibit A in the amount not to exceed \$294,000.00 for the phase one professional engineering services for the 16" Dedicated Transmission Main Project.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28<sup>th</sup> day of July, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

## TASK ORDER FORM

This is Task Order  
No. 3, consisting of  
31 pages.

### Task Order

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***[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]***

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ October 17, 2019 ] ("Agreement"), Owner and Engineer agree as follows:

#### **1. Background Data**

- a. Effective Date of Task Order:
- b. Owner: The City of Schertz
- c. Engineer: Kimley-Horn & Associates, Inc.
- d. Specific Project (title): **Dedicated Transmission Main**
- e. Specific Project (description): The City of Schertz plans to install a 16-inch dedicated transmission main to connect to a ground storage tank off of Live Oak Road (Live Oak Tank) to an elevated storage tank near I-35 and Holly Lane (I-35 Tank). The purpose of this work order is to complete a route study to select the most advantageous pipeline route for the City, and Engineer will summarize all findings and recommendations in a Preliminary Engineering Report. The final design associated with the selected route will be completed under a separate work authorization.

#### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
  - ☐ as follows: [ Reference Engineer scope and fee proposal dated July 8, 2020 ]
- B. Resident Project Representative (RPR) Services: Does Not Apply
- C. Designing to a Construction Cost Limit: Does Not Apply
- D. Other Services: None
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

#### **2. Additional Services**

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##### Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.



A. Additional Services that may be authorized or necessary under this Task Order are:

- ☐ as follows: [ Reference Engineer scope and fee proposal dated July 8, 2020 for additional services. Additionally, items listed as exclusions were not included for development of the scope and fee. In the event items excluded from scope and fee are required to finalize scope associated with this work authorization, or assumptions are modified throughout the project, the need for additional services will be required. Exclusions and Assumptions are referenced in Engineer scope and fee proposal. Engineer will notify City of Schertz and submit an additional service proposal for additional tasks, and will proceed once an amended work authorization is fully authorized.]

### 3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: [Reference Engineer Scope and Fee proposal for items to be provided by owner.]

### 4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

The proposed schedule for this work authorization is based on a 6-month duration, excluding the weeks of Thanksgiving and Christmas/New Years, and assumes a Notice to Proceed of August 10, 2020. Dates provided below are submission dates by Engineer and City and will be adjusted accordingly based on actual Notice to Proceed. Delays in obtaining Rights-of-Entry from property owners will delay submittal milestones. Engineer will engage City in the event Rights-of-Entry are not being authorized from property owners.

*Notice to Proceed – August 10, 2020*

*Desktop Alignment Evaluation & Technical Memorandum (TM) – November 19, 2020*

*City TM Review – December 9, 2020*

*Final TM Submittal – December 22, 2020*

*Preliminary Engineering Report (PER) – February 4, 2021*

*City PER Review – February 16, 2021*

*Final Submittal – March 4, 2021*

<b>Party</b>	<b>Action</b>	<b>Schedule</b>
<b>Engineer</b>	<b>Furnish [ 3 ] review copies of the Report and other Study and Report Phase deliverables to Owner.</b>	<b>Within [ 102 ] days of the Effective Date of the Task Order.</b>
<b>Owner</b>	<b>Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.</b>	<b>Within [ 20 ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.</b>
<b>Engineer</b>	<b>Furnish [ 3 ] copies of the revised Report and other Study and Report Phase deliverables to Owner.</b>	<b>Within [ 13 ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.</b>
<b>Engineer</b>	<b>Furnish [ 3 ] review copies of the Preliminary Design Phase documents,</b>	<b>Within [ 57 ] days of Owner's authorization to proceed with Preliminary Design Phase</b>

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ 12 ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ 3 ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ 16 ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ N/A ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ N/A ] days of Owner's authorization to proceed with Final Design Phaseservices.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ N/A ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ N/A ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ N/A ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:



Task	Description of Service	Amount	Basis of Compensation
	<b>BASIC SERVICES</b>		
1	Project Management	\$ 33,855.00	[ Lump Sum ]
2	Environmental Desktop Study	\$ 6,055.00	[ Lump Sum ]
3	Land Acquisition Coordination	\$ 16,060.00	[ Lump Sum ]
4	Permit Coordination	\$ 10,260.00	[ Lump Sum ]
5	Public & Private Utility Coordination	\$ 20,960.00	[ Lump Sum ]
6	Desktop Alignment Evaluation	\$ 50,970.00	[ Lump Sum ]
7	Preliminary Engineering Report Development	\$ 70,160.00	[ Lump Sum ]
8	Preliminary Geotechnical Investigation	\$ 21,403.00	[ Lump Sum ]
9	Subsurface Utility Engineering	\$ 16,740.00	[ Lump Sum ]
10	Survey Services	\$ 6,210.00	[ Lump Sum ]
11	Reimbursable Project Expenses	\$ 2,525.00	[ Lump Sum ]
	<b>Total Compensation (BASIC SERVICES)</b>	<b>\$ 255,198.00</b>	<b>[ Lump Sum ]</b>
	<b>SUPPLEMENTAL SERVICES</b>		
1	Additional Meetings	\$ 12,650.00	[ Lump Sum ]
	<b>Total Compensation (SUPPLEMENTAL SERVICES)</b>	<b>\$ 12,650.00</b>	<b>[ Lump Sum ]</b>
	<b>Total Compensation (BASIC + SUPPLEMENTAL SERVICES)</b>	<b>\$ 267,848.00</b>	<b>[ Lump Sum ]</b>

\*Based on a [ N/A ] -month continuous construction period. Reference Task Order Item 4 – Task Order Schedule

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**6. Consultants retained as of the Effective Date of the Task Order:** Kimley-Horn & Associates, Inc.

**7. Other Modifications to Agreement and Exhibits:**

*[Scope associated with this task order is identified in scope and fee proposal dated July 8, 2020]*

**8. Attachments:** Engineer scope and fee proposal dated July 8, 2020

**9. Other Documents Incorporated by Reference: None**

**10. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [ ].

OWNER:

By: \_\_\_\_\_

Print Name: Dr. Mark Browne

Title: City Manager

ENGINEER:

By: 

Print Name: Jeffrey A. Farnsworth, PE

Title: Asst. Secretary

Engineer License or Firm's  
Certificate No. (if required): 80190  
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kathryn Woodlee, PE

Title: City Engineer

Address: 10 Commercial Place, Schertz, TX 78153

E-Mail  
Address: kwoodlee@schertz.com

Phone: (210) 619-1823

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Stephen J. Aniol, PE

Title: Project Manager

Address: 601 NW Loop 410, Ste. 350  
San Antonio, TX 78216

E-Mail  
Address: stephen.aniol@kimley-horn.com

Phone: (210) 321-3404



July 8, 2020

Scott McClelland, PE  
Project Manager  
City of Schertz – Engineering  
10 Commercial Place  
Schertz, Texas 78154

**RE:     *16-Inch Dedicated Transmission Main Project (Live Oak Tank Site to I-35 Tank) –  
Scope and Fee Proposal***

Dear Mr. McClelland:

Kimley-Horn is pleased to submit this scope and fee proposal for professional engineering services for the above referenced project. The scope and associated fee included within this proposal is based on the coordination call between Kimley-Horn & Associates, hereafter referred to as “Consultant,” and the City of Schertz, hereafter referred to as “Client,” conducted on Wednesday, May 13, 2020.

## **PROJECT UNDERSTANDING**

Per the coordination call on May 13, 2020, the intent of this project is to install a dedicated 16-inch water transmission main connecting the Live Oak tank site to the I-35 tank site. These tank sites are currently not directly connected and are fed through the distribution network, which requires the system to operate at higher, undesirable pressures. These higher pressures cause additional stress on the City’s facilities, resulting in increased maintenance and operating costs. Client has not established a route for this transmission main, desires Consultant to evaluate feasibility of connecting to the top of the I-35 Tank, and currently has a separate engineering firm under contract to model the existing network and develop a water/wastewater (W/WW) master plan. Separate engineering firm will model the proposed 16-inch transmission main associated with this project as part of their contract.

This project will be divided into two (2) separate phases. Phase 1 will include the basic services identified in this scope and fee proposal. Phase 2 will include final design, bid and construction phase services. Consultant will submit to Client a separate scope and fee proposal for Phase 2 services, and upon approval from Client, a separate work authorization will be issued to Consultant.

## **BASIC SERVICES**

Phase 1, inclusive of the route study and development of a Preliminary Engineering Report (PER), is identified as “30% Phase” within this proposal. The following tasks outline the proposed basic scope of services to be completed by Consultant for this project:

**1. Project Management**

- 1.1. Prepare Monthly Summary Reports/Invoicing
- 1.2. Develop Project Management Plan
- 1.3. Schedule Development and monthly updates – Schedule will be developed in Microsoft Project format and pdf copy will accompany the monthly invoice.
- 1.4. Ongoing coordination and communications with Client and internal team meetings
- 1.5. Coordination with Lockwood, Andrews & Newnam (LAN), who is currently under contract with Client to develop a water/wastewater (W/WW) master plan, including any necessary hydraulic modeling
- 1.6. Meetings
  - 1.6.1. Prepare for and conduct monthly progress meetings with Client (six (6) meetings) with an estimated 2-hour duration. Two of these monthly progress meetings will coincide with the half-day coordination workshops identified in 1.6.2. Consultant will prepare meeting agenda and necessary exhibits/graphics.
  - 1.6.2. Prepare for and conduct half-day coordination workshops (two (2) workshops) with an estimated 4-hour duration. Workshop will be held in conjunction with scheduled monthly progress meeting, at interval agreeable to Consultant and Client. Consultant will prepare meeting agenda and necessary exhibits/graphics.
  - 1.6.3. Prepare for and conduct coordination meeting with LAN to discuss W/WW master plan and impacts from this project (one (1) meeting). Consultant will prepare meeting agenda and necessary exhibits/graphics.
  - 1.6.4. Prepare meeting notes
- 1.7. Deliverables
  - 1.7.1. Project Management Plan in Adobe PDF format
  - 1.7.2. Monthly schedule updates in Adobe PDF format

**2. Environmental Desktop Review**

- 2.1. Desktop environmental review for up to three (3) alternate alignments, to include the following:
  - 2.1.1. Cultural Resources – Consultant will review readily available databases for known historical/cultural resources. More detailed information is only available to Archaeologists. and is not included in the 30% phase. After review of readily available databases and if Consultants determines a more extensive review is warranted for the 30% phase, Consultant will submit a request for additional services to contract with a sub-consultant to perform the additional work.
  - 2.1.2. Biological – A United States Fish & Wildlife Service (USFWS) database search will be prepared using Information from Planning and Consultation (IPaC) to identify known Federally listed Threatened and/or Endangered Species and Critical Habitat that may be present within proposed alignments. Findings will be presented in Task 6.
  - 2.1.3. Jurisdictional Waters – Consultant will review readily available aerial photography and published mapping for the proposed alignments, including historical aerials, United States Geological Survey (USGS) Topographic maps and the United States Department of Agriculture (USDA) soils maps. Observations will be made based on the mapping review

relative to potential USACE (Corps) jurisdiction within the proposed alignments. This task does not include a site visit by an Environmental professional to verify observations. Findings will be presented in Task 6 with a brief discussion of potential aquatic resources within the study area, and an overview of potential USACE permitting options (see 2.2).

- 2.1.4. Hazardous Materials – An environmental database search will be prepared encompassing the minimum search distances listed in ASTM E 1527-13, 8.2.1 (current Phase I ESA standard). This report will be reviewed for known and suspected contaminated sites. Consultant will utilize readily available online reports and datasets to identify the potential impacts of documented contamination to the subject property. It should be noted that Consultant may not be able to obtain documents that are not already electronic from the regulatory agencies due to COVID-19. The GeoSearch Radius Report cost for the database search, listed in task 11.3, is dependent on the length and/or size of the area being reviewed. For the 30% phase we have assumed a total of 9-miles for search area. This task does not take the place of, nor will it be performed in accordance with all the requirements of a full Phase I Environmental Site Assessment (ESA). Additionally, this review will not be performed to meet the requirements of the All Appropriate Inquiry (AAI). As listed in the Assumptions, a more detailed environmental study will be completed during the final design phase, once the transmission main route is selected.

- 2.2. Develop conceptual environmental permitting strategy – Consultant will review the information collected in the sub tasks above and provide a conceptual permitting strategy.

### 3. Land Acquisition Coordination

- 3.1. Verify right-of-entry (ROE) needs for up to three (3) alternate alignments and list in table format
  - 3.1.1. Obtain ROE for Task 6. Consultant will make up to two (2) attempts to obtain a total of thirty (30) ROE. If, after two (2) attempts Consultant is unsuccessful in obtaining authorized ROE from property owner, Client will coordinate further with individual property owner(s) to secure ROE.
- 3.2. Verify easement requirements for up to three (3) alternate alignments and list in table format
  - 3.2.1. Temporary Construction Easements
  - 3.2.2. Permanent Easements

### 4. Permit Coordination

- 4.1. Identify anticipated permits and points of contact
- 4.2. Identify permit requirements and schedule for up to three (3) alternate alignments and list in table format
- 4.3. Perform ongoing coordination and communication with each permitting entity
- 4.4. Meetings
  - 4.4.1. Conduct 1-hr coordination meetings with each of the following entities/agencies (assume two (2) meetings total):
    - 4.4.1.1. TxDOT
    - 4.4.1.2. City of Cibolo
    - 4.4.1.3. Guadalupe County

- 4.4.1.4. Other impacted entities/agencies
  - 4.4.2. Prepare meeting notes
- 5. Public and Private Utility Coordination
  - 5.1. Identify points of contact for public and private utilities
  - 5.2. Record Research/Level D Utility Review up to three (3) alternate alignments
    - 5.2.1. GIS files
    - 5.2.2. Record Drawings
    - 5.2.3. Utility Block Maps
    - 5.2.4. Other
    - 5.2.5. Develop existing utilities base map in AutoCAD and ArcGIS formats
  - 5.3. Confirm location of distribution system tie in points
  - 5.4. Develop Quality Level (QL) A and B SUE needs (SUE plan) for final design phase for selected alignment (Reference Task 9)
  - 5.5. For selected alignment, develop a utility conflict/coordination matrix to track anticipated impacted utilities. The matrix will designate future utility location/relocation needs identified in Task 7.4
  - 5.6. Perform ongoing coordination and communication with each utility
  - 5.7. Meetings
    - 5.7.1. Conduct coordination meetings with impacted utilities (assume two (2) meetings total).  
Consultant will prepare meeting agenda and necessary exhibits/graphics.
    - 5.7.2. Prepare meeting notes
- 6. Desktop Alignment Evaluation
  - 6.1. Initial site visit to review Live Oak and I-35 tank sites
  - 6.2. Evaluate up to 3 alternate alignments
  - 6.3. Perform windshield survey of potential alignments
  - 6.4. Perform conflict analysis
  - 6.5. Confirm route, identify any deviations, and provide recommendations
  - 6.6. Identify proposed trenchless crossings and potential installation methods (jack and bore, tunnel, HDD, etc.)
  - 6.7. Evaluate connection options to I-35 Tank and develop exhibits (options include top and bottom connection)
  - 6.8. Preliminary Geotechnical Investigation (Reference Task 8)
    - 6.8.1. Evaluate and provide recommendations for preliminary geotechnical investigation (number of bores, depths, testing)
  - 6.9. Prepare and submit Pipeline Routing Technical Memorandum (TM) with Route Exhibits and preliminary opinion of probable construction costs
  - 6.10. Meetings
    - 6.10.1. Draft TM review meeting (one (1) meeting). Consultant will prepare meeting agenda and necessary exhibits/graphics.
    - 6.10.2. Prepare meeting minutes

- 6.11. Response to Client comments
  - 6.11.1. Prepare responses to Client comments (comment matrix format)
  - 6.11.2. Address comments provided by Client
- 6.12. Deliverables
  - 6.12.1. Draft TM with Route Exhibits in Adobe PDF format
  - 6.12.2. Comment response table
  - 6.12.3. Final TM with Route Exhibits in Adobe PDF format

## 7. Preliminary Engineering Report Development

- 7.1. Internal team meetings
- 7.2. Develop route recommendations and 30% Plan & Profiles for selected route
  - 7.2.1. Scale 1" = 40'H. Estimate twenty-five (25) 11"x17" sheets with double plan view (profiles not included with 30%)
  - 7.2.2. GIS topography
  - 7.2.3. Show trenchless crossings
  - 7.2.4. Show proposed appurtenances (valves, blow-off assemblies, air valves)
  - 7.2.5. Illustrate approximate tie-in locations at tank sites
- 7.3. Update preliminary opinion of probable construction cost for selected route
- 7.4. Prepare and submit Preliminary Engineering Report (PER). The PER should address/include the following:
  - 7.4.1. Executive Summary
  - 7.4.2. Introduction
  - 7.4.3. Design criteria
  - 7.4.4. Selected alignment and alternatives considered
  - 7.4.5. Real estate
    - 7.4.5.1. Right of Entry needs
    - 7.4.5.2. Land acquisition
    - 7.4.5.3. Temporary and permanent easements
  - 7.4.6. Public and private utility impacts
    - 7.4.6.1. Include future utility location needs and relocations of existing utilities
  - 7.4.7. Required permits and associated permitting entity/agency
  - 7.4.8. Trenchless construction considerations
  - 7.4.9. Constructability considerations
  - 7.4.10. Staging/hauling/spoils considerations
  - 7.4.11. Pipeline testing considerations
  - 7.4.12. Future access and maintenance considerations
  - 7.4.13. Surface restoration
    - 7.4.13.1. Include pavement restoration requirements from each impacted entity
  - 7.4.14. Traffic control and impacts to the public
  - 7.4.15. Evaluate connections to each existing facility
- 7.5. Prepare and compile Parcel Easement Worksheets will be included as an appendix to the PER. A template for this worksheet will be developed by Consultant. A separate worksheet will be

completed for each easement proposed across each parcel, and will include information such as: parcel number, owner information, address, proposed pipeline length and appurtenances, acreage to be acquired, environmental concerns, existing utilities, and property owner requests or concerns

#### 7.6. Meetings

7.6.1. Draft PER review meeting (one (1) meeting). Consultant will prepare meeting agenda and necessary exhibits/graphics.

7.6.2. Prepare meeting notes

#### 7.7. Response to Client comments

7.7.1. Prepare responses to Client comments (comment matrix format)

7.7.2. Address comments provided by Client

#### 7.8. Deliverables

7.8.1. Updated pipeline route in AutoCAD and ArcGIS formats (if modified from Task 6)

7.8.2. Draft PER in Adobe PDF format

7.8.3. Comment response table

7.8.4. Final PER in Adobe PDF format

### 8. Preliminary Geotechnical Investigation

Perform soil bores along alignment alternatives to establish representative subsurface conditions and at major trenchless crossings (major intersections, creeks, etc.), based on recommendations in tasks 6.5 & 6.6. For purposes of developing a fee for this task, seven (7) bores to an average depth of twenty (20) feet are assumed. Consultant will complete the following tasks:

8.1. Coordinate & prepare sub-consultant contract

8.2. Prepare preliminary geotechnical bore plan

8.2.1. Include results in Task 7 as an appendix

8.3. Coordinate with Geotech and perform geotechnical bores

8.4. Review draft boring logs

8.5. Deliverables

8.5.1. Final preliminary geotechnical bore logs in Adobe PDF format

### 9. Subsurface Utility Engineering (SUE)

Perform Quality Level (QL) A SUE services to identify the location and depth of existing critical utilities crossing selected alignment. For purposes of developing a fee for this task, a total of five (5) QL-A SUE services have been assumed. Consultant will complete the following tasks:

9.1. Coordinate & prepare sub-consultant contract

9.2. Prepare preliminary SUE plan (from task 5.4)

9.2.1. Include results in Task 7 as an appendix

9.3. Coordinate with SUE and perform QL-A SUE

9.4. Review draft SUE test hole data sheet & QL-B markings

9.5. Deliverables

9.5.1. Final QL-A SUE test hole summary sheet in Adobe PDF format



- 9.5.2. 8.5" x 11" Test Hole Data Forms for all test hole locations completed, signed and sealed by a Texas licensed PE

## 10. Survey Services

Survey locations of geotechnical bores and QL-A SUE associated with Tasks 9 & 10, respectively, and provide horizontal and vertical coordinates. For purposes of developing a fee for this task, two (2) survey trips are assumed. Consultant will complete the following tasks:

- 10.1. Coordinate & prepare sub-consultant contract
- 10.2. Survey trip to obtain geotechnical bores (up to seven (7) bores)
- 10.3. Survey trip to obtain SUE QL-A locations (up to five (5) QL-A locations)
  - 10.3.1. Survey in QL-B designated utilities immediately adjacent to QL-A location
- 10.4. Deliverables
  - 10.4.1. Produce one (1) CAD file inclusive of surveyed data (geotechnical bores and SUE QL-A)
  - 10.4.2. Include results in Task 7 as an appendix

## 11. Reimbursable Project Expenses

- 11.1. Mileage for site visits and meetings. Mileage will be reimbursed based on the current standard business mileage rate of \$0.575 per mile. We have estimated 13 meeting trips at 35 mi/RT and 9 site visits at 55 mi/RT.
- 11.2. Large scale plotting for any document or plot in excess of 11" x 17"
- 11.3. Hazardous Materials database search (for task 2.1.4)

## SUPPLEMENTAL SERVICES

The following tasks outline supplemental services to be completed by Consultant for this project upon written authorization from the Client:

### 1. Additional Meetings

Attend meetings in addition to those identified in Basic Services. For purposes of developing a fee for this task, five (5) additional meetings are assumed. Consultant will complete the following tasks for each meeting:

- 1.1. Prepare meeting agenda and exhibits and attend meeting
- 1.2. Prepare meeting notes and action items list

## ASSUMPTIONS

The following tasks document assumptions made by Consultant for development of this scope and fee proposal:

- 1. Effort associated with final design, bid and construction services will be issued as a separate work authorization.

2. Consultant will make up to two (2) attempts to obtain ROE from individual property owners. If, after two (2) attempts Consultant is unsuccessful in obtaining authorized ROE from property owner, Client will coordinate further with individual property owner(s) to secure ROE.
3. Schedule for basic services will be approximately six (6) months in length. Delays in obtaining Right(s)-of-Entry (ROEs) from private property owners will add time to the proposed duration.
4. Consultant will prepare, maintain, and share initial database of easement tract information.
5. Sub-consultant services for land acquisition is not anticipated for the 30% Phase. Consultant will sub-contract with land acquisition Consultant after completion of 30% phase.
6. A pipeline route has not been recommended to date. Consultant will recommend most advantageous route to Client as part of the 30% phase. City and DOT ROW are available options.
7. Estimated plan sheet count listed in task 7.2.1 is based on a total pipeline length of 3-miles.
8. Client to provide all relevant utility block maps and record drawings for Client owned utilities relevant to project area(s).
9. It is assumed that LAN, who is currently under contract with Client to complete the W/WW master plan and complete system hydraulic modeling, will perform all hydraulic modeling of the proposed improvements specific to this project. Upon request from Client, the Consultant can complete hydraulic modeling specific to this project as an Additional Service.
10. Fee for proposed Geotechnical work assumes the following:
  - a. A total of 4 borings to be completed along TxDOT/roadway and a total of 3 borings to completed on undeveloped land
  - b. A quantity of 4 TxDOT permits and traffic control (signage only) setups. In the event TxDOT requires more substantial traffic control setup than signage, an additional service will be submitted to compensate the added expense
    - i. Designed traffic control plans will not be required
  - c. Laboratory testing, to be completed in accordance with applicable ASTM standards, will include:
    - i. Water content
    - ii. Liquid and plastic limits
    - iii. Sieve analysis (No. 200)
    - iv. Unconfined compression – soil
  - d. Data report to include:
    - i. Laboratory results from 10.c
    - ii. Boring logs
    - iii. Diagram of site/boring layout
11. Fee for proposed SUE work assumes the following:
  - a. A total of 3 QL-A SUE test holes with a depth range of 0' – 4'
  - b. A total of 2 QL-A SUE test holes with a depth range of 0' – 8'
  - c. A total of 3 QL-A SUE test holes to be completed in pavement
  - d. A total of 2 ROW permits
  - e. Designed traffic control plans will not be required
  - f. A total of 2 Standard traffic control setups
  - g. A total of 1 Intersection traffic control setup

- h. Use of a truck-mounted vacuum excavation equipment
  - i. QL-B designation up to 10-feet each side of QL-A test hole
  - j. Utility file in CAD format depicting all designated and located utilities will be provided
  - k. Summary sheet of all test hole coordinate data and depth information to be provided
12. SUE plan to be developed in task 5.4 will be utilized to evaluate approximate level of QL-A/B SUE needs for final design and to identify a budgetary cost for Phase 2 proposal.
13. All deliverables include addressing one (1) round of comments from Client
14. Topographic survey for the selected alignment will be performed as part of the final design phase of this project.
15. Detailed field utility location services will not be provided in the 30% phase, except as documented with proposed SUE work.
16. All meetings will be held either at the tank sites, Client or Consultant offices.
17. Consultant will prepare agenda and exhibits for each meeting and workshop.
18. Detailed environmental studies and field reviews will be completed at the final design phase.
19. Detailed permitting efforts will be completed at the final design phase.
20. Detailed geotechnical engineering will be completed at the final design phase.

## EXCLUSIONS

The following services are excluded from the basic scope of this project, but can be completed by Consultant upon execution of an additional service should the City request it:

- A. Hydraulic modeling for this project, including proposed transmission main and facility connections
- B. Detailed design drawings and specifications
- C. Additional round of comments to what is specified in the Assumptions
- D. Milestones in addition to what is proposed for this project
- E. Any other services not listed in the basic services

## SCHEDULE

Consultant estimates a total schedule of six (6) months for this project. Delays in obtaining Client comments or approved ROE from private property owners will add to proposed schedule, and submission of final deliverables will be adjusted accordingly.

## FEE AND BILLING

Consultant will perform the above outlined basic scope of services, including reimbursable project expenses, for a lump sum fee of **\$255,198**. The total proposed fee for basic and supplemental design services, sub-consultant services, and reimbursable project expenses is a lump sum fee of **\$267,848**. The task and fee summary is provided below:

Task	Description of Service	Amount	Basis of Compensation
	<b>BASIC SERVICES</b>		
1	Project Management	\$ 33,855.00	[ Lump Sum ]
2	Environmental Desktop Study	\$ 6,055.00	[ Lump Sum ]
3	Land Acquisition Coordination	\$ 16,060.00	[ Lump Sum ]
4	Permit Coordination	\$ 10,260.00	[ Lump Sum ]
5	Public & Private Utility Coordination	\$ 20,960.00	[ Lump Sum ]
6	Desktop Alignment Evaluation	\$ 50,970.00	[ Lump Sum ]
7	Preliminary Engineering Report Development	\$ 70,160.00	[ Lump Sum ]
8	Preliminary Geotechnical Investigation	\$ 21,403.00	[ Lump Sum ]
9	Preliminary Subsurface Utility Engineering	\$ 16,740.00	[ Lump Sum ]
10	Survey Services	\$ 6,210.00	[ Lump Sum ]
11	Reimbursable Project Expenses	\$ 2,525.00	[ Lump Sum ]
	<b>Total Compensation (BASIC SERVICES)</b>	<b>\$ 255,198.00</b>	<b>[ Lump Sum ]</b>
	<b>SUPPLEMENTAL SERVICES</b>		
1	Additional Meetings	\$ 12,650.00	[ Lump Sum ]
	<b>Total Compensation (SUPPLEMENTAL SERVICES)</b>	<b>\$ 12,650.00</b>	<b>[ Lump Sum ]</b>
	<b>Total Compensation (BASIC + SUPPLEMENTAL SERVICES)</b>	<b>\$ 267,848.00</b>	<b>[ Lump Sum ]</b>

Consultant will submit monthly progress invoices to Client in accordance with terms and conditions of executed professional services contract.

We appreciate the opportunity to be of service to the City and look forward to successfully completing this project. Please don't hesitate to contact me at [stephen.aniol@kimley-horn.com](mailto:stephen.aniol@kimley-horn.com) or (210) 321-3404 should you have any questions on the proposed scope and fee.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

**TBPE# 928**



By: Stephen J. Aniol, P.E.  
Senior Project Manager

Attachments

- 1 – Project Work Plan
- 2 – Geotechnical Sub-Consultant Proposal
- 3 – SUE Sub-Consultant Proposal

Cc: Kathy Woodlee, PE



CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

			Project Name:			Dedicated Transmission Main								
			Design Firm:			On-Call Engineering Services, Task Order - 03								
			Date Proposal Submitted:			Kimley-Horn & Associates								
			CoS Project Manager:			7/8/2020								
			Kimley-Horn Project Manager:			Scott McClelland, PE								
			Stephen Aniol, PE											

			Position/Personnel Title			QA/QC Manager	Sr. Project Manager	Senior Civil Engineer	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative/Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
			Contract Approved Rates			\$ 225.00	\$ 195.00	\$ 180.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				

			Task to be performed/Phase Description (including Sub-consultant work)										Total				
5			Public & Private Utility Coordination				0	22	0	22	80	32	8	164	\$ 20,960.00	\$ -	\$ 20,960.00
	5.1		Identify points of contact for public and private utilities					2			4		8	14	\$ 1,450.00		
	5.2		Record Research/Level D Utility Review up to 3 alternate alignments					4		4	24			32	\$ 4,120.00		
		5.2.5	Develop existing utilities base map in AutoCAD and ArcGIS formats							2		32		34	\$ 3,970.00		
	5.3		Confirm location of distribution system tie in points					2		4				6	\$ 970.00		
	5.4		Develop Level A and B SUE needs (SUE plan) for final design phase for selected alignment (See Task 9)					2		4	20			26	\$ 3,270.00		
	5.5		For selected alignment, develop a utility conflict/coordination matrix to track anticipated impacted utilities					2		4	12			18	\$ 2,350.00		
	5.6		Perform ongoing coordination and communication with each utility					2			8			10	\$ 1,310.00		
	5.7		Meetings											0	\$ -		
		5.7.1	Conduct coordination meetings with impacted utilities (2 meetings total)					4		4	8			16	\$ 2,280.00		
		5.7.2	Prepare meeting notes					4			4			8	\$ 1,240.00		
														0	\$ -		
														0	\$ -		
6			Desktop Alignment Evaluation				7	55	18	100	102	80	0	362	\$ 50,970.00	\$ -	\$ 50,970.00
	6.1		Initial site visit to review Live Oak & I-35 tank sites					6	3		8			17	\$ 2,630.00		
	6.2		Evaluate up to 3 alternate alignments				2	8		16	16			42	\$ 6,170.00		
	6.3		Perform windshield survey of potential alignments					8		16	16			40	\$ 5,720.00		
	6.4		Perform conflict analysis					2		8	12			22	\$ 2,930.00		
	6.5		Confirm route, identify any deviations, and provide recommendations					4		12	8			24	\$ 3,440.00		
	6.6		Identify proposed trenchless crossings and potential installation methods (jack and bore, tunnel, HDD, etc.)					4		4	8			16	\$ 2,280.00		
	6.7		Evaluate connection options to I-35 Tank & develop exhibits				2	2	12			24		40	\$ 5,760.00		
	6.8		Preliminary Geotechnical Investigation (See Task 8)											0	\$ -		
		6.8.1	Evaluate and provide recommendations for preliminary geotechnical investigation (number of bores, depths, testing)					6		8				14	\$ 2,330.00		
	6.9		Prepare and submit Pipeline Routing Technical Memorandum with Route Exhibits and preliminary opinion of probable construction costs				2	4		24	8	40		78	\$ 10,230.00		
	6.10		Meetings											0	\$ -		
		6.10.1	Draft Technical Memorandum review meeting (1 meeting)					3	3		4			10	\$ 1,585.00		
		6.10.2	Prepare meeting minutes					2			2			4	\$ 620.00		
	6.11		Response to Client comments											0	\$ -		
		6.11.1	Prepare responses to Client comments (comment matrix format)					2		4	8			14	\$ 1,890.00		
		6.11.2	Address comments provided by Client				1	2		8	8	16		35	\$ 4,535.00		
	6.12		Deliverables											0	\$ -		
		6.12.1	Draft Technical Memorandum with Route Exhibits											0	\$ -		
		6.12.2	Comment response table											0	\$ -		
		6.12.3	Submit Final Technical Memorandum with Route Exhibits					2			4			6	\$ 850.00		
7			Preliminary Engineering Report Development				11	59	21	100	198	112	30	531	\$ 70,160.00	\$ -	\$ 70,160.00
	7.1		Internal Team Meetings						8	16	16		6	46	\$ 6,050.00		

CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

		Dedicated Transmission Main
	Project Name:	On-Call Engineering Services, Task Order - 03
	Design Firm:	Kimley-Horn & Associates
	Date Proposal Submitted:	7/8/2020
	CoS Project Manager:	Scott McClelland, PE
	Kimley-Horn Project Manager:	Stephen Aniol, PE

			Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Senior Civil Engineer	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative/Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
			Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 180.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
			Task to be performed/Phase Description (including Sub-consultant work)								Total			
	7.2		Develop route recommendations and 30% Plan & Profiles for selected route (Estimate 25 plan sheets with double plan view)	4	12		8	100	100		224	\$ 27,400.00		
	7.3		Update preliminary opinion of probable construction cost for selected route	1	4		8				13	\$ 2,165.00		
	7.4		Prepare and submit Preliminary Engineering Report (PER)	4	20	8	60	40			132	\$ 19,540.00		
	7.5		Prepare and compile parcel easement worksheets (to be included as an Appendix to the PER)		2			8		24	34	\$ 3,110.00		
	7.6		Meetings								0	\$ -		
		7.6.1	Draft PER review meeting (1 meeting)		3	3		4			10	\$ 1,585.00		
		7.6.2	Prepare meeting notes		2			2			4	\$ 620.00		
	7.7		Response to Client comments								0	\$ -		
		7.7.1	Prepare responses to Client comments (comment matrix format)		4		4	8			16	\$ 2,280.00		
		7.7.2	Address comments provided by Client	2	8	2	4	12	12		40	\$ 5,710.00		
	7.8		Deliverables								0	\$ -		
		7.8.1	Updated pipeline route in AutoCAD and ArcGIS formats								0	\$ -		
		7.8.2	Draft PER								0	\$ -		
		7.8.3	Comment response table								0	\$ -		
		7.8.4	Submit Final PER		4			8			12	\$ 1,700.00		
	8		Preliminary Geotechnical Investigation	0	8	0	10	4	12	2	36	\$ 5,000.00	\$ 16,403.00	\$ 21,403.00
	8.1		Coordinate & prepare sub-consultant contract		3					2	5	\$ 735.00		
	8.2		Prepare preliminary geotechnical bore plan/exhibits						12		12	\$ 1,380.00		
		8.2.1	Include results in Task 7 PER		1		4	4			9	\$ 1,235.00		
	8.3		Coordinate with Geotech and perform up to 7 bores (max. 20' depth)		2		4				6	\$ 970.00	\$ 16,403.00	
	8.4		Review draft boring logs		2		2				4	\$ 680.00		
	8.5		Deliverables								0	\$ -		
		8.5.1	Final preliminary geotechnical bore logs in Adobe PDF format								0	\$ -		
	9		Subsurface Utility Engineering	0	8	0	10	12	0	2	32	\$ 4,540.00	\$ 12,200.00	\$ 16,740.00
	9.1		Coordinate & prepare sub-consultant contract		3					2	5	\$ 735.00		
	9.2		Prepare preliminary SUE plan (See task 5.4)								0	\$ -		
		9.2.1	Include results in Task 7 PER		1		4	4			9	\$ 1,235.00		
	9.3		Coordinate with SUE & Perform up to 5 QL-A SUE		2		4				6	\$ 970.00	\$ 12,200.00	
	9.4		Review draft SUE test hole data sheet & QL-B markings		2		2	8			12	\$ 1,600.00		
	9.5		Deliverables								0	\$ -		
		9.5.1	Final QL-A SUE test hole data sheet in Adobe PDF format								0	\$ -		
	10		Survey Services	0	6	0	6	0	8	2	22	\$ 3,110.00	\$ 3,100.00	\$ 6,210.00
	10.1		Coordinate & prepare sub-consultant contract		3					2	5	\$ 735.00		
	10.2		Survey trip to obtain geotechnical bores (up to 7 bores)		1		2				3	\$ 485.00	\$ 1,550.00	
	10.3		Survey trip to obtain SUE QL-A locations (up to 5 QL-A locations)		1		2				3	\$ 485.00	\$ 1,550.00	
	10.4		Deliverables								0	\$ -		
		10.4.1	Produce 1 CAD file inclusive of surveyed data (geotechnical bores, SUE QL-		1		2		8		11	\$ 1,405.00		
	11		Reimbursable Project Expenses	0	0	0	0	0	0	0	0	\$ 2,525.00	\$ -	\$ 2,525.00



## CITY OF SCHERTZ

### Fee/Price Proposal Breakdown for Professional Services

	Project Name:	Dedicated Transmission Main On-Call Engineering Services, Task Order - 03
	Design Firm:	Kimley-Horn & Associates
	Date Proposal Submitted:	7/8/2020
	CoS Project Manager:	Scott McClelland, PE
	Kimley-Horn Project Manager:	Stephen Aniol, PE

			Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Senior Civil Engineer	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative/Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
			Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 180.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
			Task to be performed/Phase Description (including Sub-consultant work)								Total			
	11.1		Mileage for Site Visits and Meetings									\$ 525.00	\$ -	
	11.2		Large Scale Plotting									\$ 1,500.00	\$ -	
	11.3		Hazardous Materials Database Search (For Task 2.1.4)									\$ 500.00	\$ -	
			Total Hours (Basic Services):	18	283	65	327	574	244	114	1625			
			Total Fee (Basic Services):									\$ 223,495.00	\$ 31,703.00	\$ 255,198.00

CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

			Dedicated Transmission Main On-Call Engineering Services, Task Order - 03											
			Kimley-Horn & Associates											
			7/8/2020											
			Scott McClelland, PE											
			Stephen Aniol, PE											

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June 8, 2020

ATTACHMENT 2 - GEOTECH



Kimley-Horn  
601 NW Loop 410, Suite 350  
San Antonio, TX 78216

Attn: Mr. Stephen J. Aniol, P.E.  
D: (210) 321-3404  
M: (210) 612-0546  
E: [Stephen.Aniol@kimley-horn.com](mailto:Stephen.Aniol@kimley-horn.com)

Re: Proposal for Geotechnical Engineering Services  
Proposed Water Transmission Main  
From I-35 Elevated Storage Tank to Live Oak Tank Site  
Schertz, Texas  
Terracon Proposal Number: P90205189

Dear Mr. Aniol:

Based on an email request dated June 3, 2020, Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical field and laboratory services for the above referenced project. **We understand that we have been selected to provide these services for this publicly funded project. Therefore, providing cost information is in compliance with the Texas Professional Services Procurement Act.** This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

## A. PROJECT INFORMATION

### Site Location

ITEM	DESCRIPTION
<b>Project Description &amp; Location</b>	We understand a 16" water transmission main is planned that will connect the I-35 Elevated Storage Tank and Live Oak Tank Site in Schertz, Texas.
<b>Existing improvements</b>	The alignment for water main has not yet been finalized. Based on the provided information borings will be along TxDOT right-of-way and in undeveloped land.

## B. SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program – Based on the provided information, our field exploration will consist of:

**Proposal for Geotechnical Field and Laboratory Services**

Proposed Water Transmission Main ■ Schertz, Texas  
June 8, 2020 ■ Terracon Proposal No. P90205189



Number of Borings	Approximate Depth Below Existing Grade, feet	Location
4	15 to 20	Along TxDOT/Roadway
3	15 to 20	Undeveloped Land

We understand the boring locations will be finalized by the client at a later date once alignment is finalized. We assume a SUE investigation, if necessary, will be performed by others for locations of any underground utilities.

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples (ASTM D-1587) or split-barrel samples (ASTM D-1586) are obtained. Sampling will be performed in 2-ft intervals to the boring completion depths. Groundwater, if encountered will be measured during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Permitting and Traffic Control – We understand the Terracon will need to obtain a TxDOT permit to allow work in their ROW. Terracon will coordinate with the TxDOT. Terracon will provide traffic control, likely to consist of signage only. We understand, we will be provided a TxDOT point of contact to obtain TxDOT permit.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and the awareness and/or location of any private subsurface utilities existing in the area. We will contact Texas811 and Schertz for location of utilities in public easements. Location of private lines on the property is not part of Texas811 or Terracon's scope. All private lines should be marked by others prior to commencement of drilling. Terracon cannot be held liable for damage to utility lines not properly marked and brought to our attention.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work, some such disturbances could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our truck-mounted drilling equipment. It does not include services associated with damage of existing landscape or location of underground utilities beyond contacting Texas811. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all borings will be backfilled promptly and patched with asphalt or concrete, as appropriate, after their completion. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and may include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. All of the laboratory tests will be performed in accordance with applicable ASTM standards.

Data Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering data report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The data report will include the following:

- Boring location plan.
- Subsurface exploration procedures.
- Computer generated boring logs with soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion drilling.
- Encountered soil conditions.

Schedule - We can generally begin the field exploration program within 7 days after receipt of our signed contract, if site and weather conditions permit. The field work can be done in 1 day if both locations can be accessed on the same day. A final written report will be completed within 2 to 3 weeks of completion of drilling. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs. We will issue a PDF copy of the geotechnical report as the deliverable for this project.

## **C. COMPENSATION**

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, the lump sum fee is **\$16,403.00**. A fee breakdown used to develop the lump sum fee is attached. Unless instructed otherwise, the invoice will be sent to your attention at the above address. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

## **D. AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement for Services and returning a copy to Terracon. Project initiation may be expedited by emailing or faxing a copy of the signed Agreement for Services to 210-641-2124. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

## Proposal for Geotechnical Field and Laboratory Services

Proposed Water Transmission Main ■ Schertz, Texas  
June 8, 2020 ■ Terracon Proposal No. P90205189



Terracon and Kimley-Horn have a Master Service Agreement for in place (dated May 13, 2014). The proposed Scope of Services may be authorized by signing the Task Order referencing the existing Master Services Agreement. Services will be initiated upon acceptance of the task order and receipt of authorization with written notice to proceed (including e-mail). The terms, conditions and limitations stated in the Master Services Agreement, including sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you. If you have any questions regarding this proposal, please feel free to contact the undersigned.

Sincerely,

**Terracon Consultants, Inc.**

*(Firm Registration: TX F3272)*

A handwritten signature in blue ink, appearing to read "T. Anwar".

Tariqul Anwar, P.E.  
Project Engineer

A handwritten signature in blue ink, appearing to read "G. P. Stieben".

Gregory P. Stieben, P.E., D.GE  
Senior Consultant

TA/GPS/mhb – P90205189

Attachment: Fee Breakdown  
MSA Task Order



**Fee Breakdown for Geotechnical Data Study**  
**Proposed Water Transmission Main**  
**Schertz, Texas**  
**Proposal No. P90205189**

<b>Geotechnical Borings</b>	Quantity	Unit	Rate	Subtotal
TXDOT Permit & Traffic Control	4	each	\$1,500.00	\$6,000.00
Drill Rig and Crew Mob/Demob	2	each	\$350.00	\$700.00
Drilling and Sampling - Soil	140	ft	\$17.00	\$2,380.00
Senior Technician (Drilling & Utility Coordination)	24	hour	\$75.00	\$1,800.00
				\$10,880.00

<b>Laboratory Testing</b>	Quantity	Unit	Rate	Subtotal
Water Content	49	each	\$12.00	\$588.00
Liquid and Plastic Limits	18	each	\$70.00	\$1,260.00
Sieve Analysis (No. 200)	15	each	\$55.00	\$825.00
Unconfined Compression - Soil	6	each	\$60.00	\$360.00
				\$3,033.00

<b>Professional Services</b>	Quantity	Unit	Rate	Subtotal
Project Principal	3	hour	\$200.00	\$600.00
Project Manager	5	hour	\$150.00	\$750.00
Staff Engineer	8	hour	\$120.00	\$960.00
Clerical	3	hour	\$60.00	\$180.00
				\$2,490.00

**Total Estimated Fee                      \$16,403.00**

June 5, 2020

Stephen J. Aniol, P.E.  
Kimley-Horn  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
210.321.3404 office  
[Stephen.Aniol@kimley-horn.com](mailto:Stephen.Aniol@kimley-horn.com)

**RE: Subsurface Utility Engineering  
City of Schertz - Water Transmission Main**

Dear Mr. Aniol:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on June 3, 2020.

**Introduction**

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

**Scope of Work**

Based on information provided by Kimley-Horn (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.



The scope of this proposal is to provide up to **five (5)** QL “A” test holes all located within the limits of the City of Schertz – Water Transmission Main Project – Schertz, Texas. To layout the test hole locations, TRG will perform QL“B” SUE designating in accordance with the *QL“B” – Designating* procedures described below. TRG will attempt to designate the requested utility for 10 feet on each side of the test hole locations. Test hole locations will be selected by the client and provided to TRG prior to mobilization.

*The survey of QL “B” and QL“A” SUE information is **not** included in this scope of work. It is assumed that the Client will provide TRG with the necessary survey control information.*

Any necessary Right-of-Entry (ROE) permits, including railroad ROE, will be provided by the Client prior to the start of TRG field work.

## **TRG Procedures**

### **QL“D” and “C” – Records Research and Surface Feature Survey**

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

### **QL“B” – Designating**

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

### **QL“A” – Locating**

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the *QL“B” – Designating* procedures described above. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If

necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Schertz (COS) and/or Texas Department of Transportation (TXDOT) will be required. TRG will obtain all required permits and ensure that coordination and compliance is provided.
- Designed traffic control plans will **not** be required.
- Non-routine traffic control measures will be required depending on test hole locations. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.
- The coring of pavement may be required.

### **Deliverables**

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all designated and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

### **Schedule**

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the work can be completed in fourteen (14) working days, broken down as follows:

- Layout test holes – 1 days
- QL“A” field work – 3 days (after permit approval)
- QL“A” deliverable preparation – 10 days (after receipt of survey data)

### **Estimated Fee**

The total estimated cost to complete the work described herein is **Twelve Thousand Two Hundred Dollars and NO/100 (\$12,200.00)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 210.364.8422.

Respectfully,

**The Rios Group, Inc.**



**Thomas W. Franke III**

Senior Project Manager

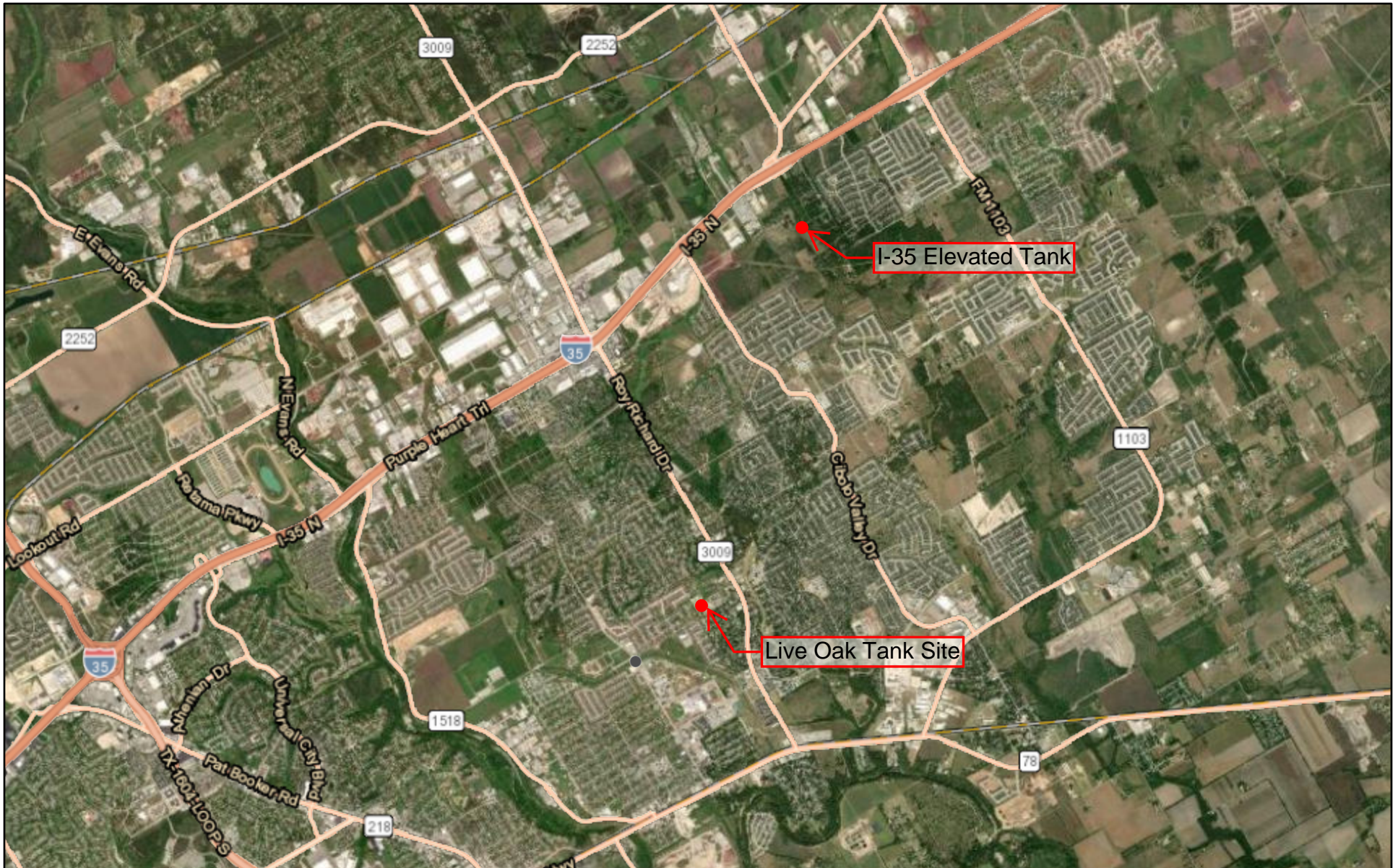
**Estimate for Subsurface Utility Engineering**  
**Water Transmission Main**  
**Schertz, TX**

**EXHIBIT A**

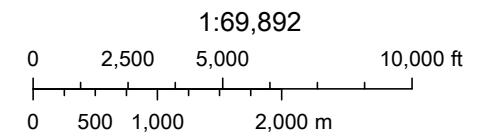
<b>Direct Expenses</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
ROW Permits	\$ 270.00	2	EA	\$ 540.00
ROW Permit Acquisition	\$ 500.00	1	LS	\$ 500.00
Traffic Control (Standard)*	\$ 350.00	2	DAY	\$ 700.00
Traffic Control (Intersection)*	\$ 1,500.00	1	DAY	\$ 1,500.00
Flowable Backfill	\$ 270.00	3	EA	\$ 810.00
Deliverable Preparation	\$ 1,000.00	1	LS	\$ 1,000.00
<b>Sub-Total</b>				<b>\$ 5,050.00</b>
* Depends on TH Locations				
<b>QL"B" SUE Designating</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Test Hole Layout	\$ 2,500.00	0.5	DAY	\$ 1,250.00
<b>Sub-Total</b>				<b>\$ 1,250.00</b>
<b>QL"A" SUE Test Holes</b>				
<b>Unit Rate - Depth</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
0 - 4 feet	\$ 850.00	3	EA	\$ 2,550.00
4 - 8 feet	\$ 1,150.00	2	EA	\$ 2,300.00
8 - 12 feet	\$ 1,450.00		EA	\$ -
12 - 18 feet	\$ 2,300.00		EA	\$ -
Pavement Coring	\$ 350.00	3	EA	\$ 1,050.00
Test Hole Total		5		
<b>Sub-Total</b>				<b>\$ 5,900.00</b>
<b>Total Estimated Cost</b>				<b>\$ 12,200.00</b>



# 16" Dedicated Transmission Main Map



7/23/2020, 4:48:09 PM



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

GIS Department

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** City Secretary  
**Subject:** Workshop Discussion and Update (Ordinance 20-H-18) - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long)

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**BACKGROUND**

Staff will provide Council with an update regarding the COVID-19 Virus. Discussion will include the recent Executive Order 29 relating to the use of face coverings.

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**Attachments**

Revised 20-H-18

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## **Ordinance No. 20-H-18**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ TO SUPERSEDE ORDINANCE 20-H-15; EXTENDING A DECLARATION OF LOCAL DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS. PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING**

**WHEREAS**, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

**WHEREAS**, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

**WHEREAS**, on March 13, 2020, President Trump declared a state of emergency due to COVID- 19; and

**WHEREAS**, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

**WHEREAS**, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

**WHEREAS**, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

**WHEREAS**, to date, there have been 48,693 confirmed positive cases in Texas; and

**WHEREAS**, the crisis that is now a pandemic has infected 4,805,430 people around the world resulting in 318,554 deaths, with 1,537,830 cases confirmed in the United States; and

**WHEREAS**, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

**WHEREAS**, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA- 14, and while Executive Order GA- 16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and



**WHEREAS**, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-23 and subsequent orders of the Governor; and

**WHEREAS**, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Schertz, and may exercise the powers granted by the governor on an appropriate local scale; and

**WHEREAS**, Ralph Gutierrez, the Mayor of the City of Schertz previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

**WHEREAS**, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS:**

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency originally declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until the Disaster Declaration put in place by Governor Abbott for the State of Texas expires.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.
- Section 5. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with any emergency orders of Governor Abbott.



- Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 8. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 10. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
- Section 11. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS  
THIS ORDINANCE WAS PASSED, ON FIRST AND FINAL READING, THE 23<sup>rd</sup> DAY  
OF JUNE 2020.**

CITY OF SCHERTZ, TEXAS

By: \_\_\_\_\_

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** City Secretary  
**Subject:** Appointment of the Mayor Pro-Tem - Discussion and consideration and/or action regarding the confirmation, appointment, or election of the Mayor Pro-Tem. (Mayor/Council)

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**BACKGROUND**

On August 28, 2018, City Council amended their Rules of Conduct and Procedure (Ordinance 18-M-30) regarding the appointment of the Mayor Pro-Tem. Below is the amended article: Article 5 Section 5.1 Appointment Procedure for the Mayor Pro-Tem.

- a. The Council will discuss, and with a majority vote, appoint the Councilmember to serve as the Mayor Pro-Tem for the City.
- b. The appointed Mayor Pro-Tem must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to being appointed to the position of Mayor Pro Tem, a Councilmember must be an elected member of Council and a member in good standing.
- c. Term dates for the Mayor Pro-Tem position will begin in February and August of each year (the election dates offset by three (3) months). Terms will sequentially rotate according to Councilmember place.
- d. If the Councilmember place that is up for appointment as Mayor Pro Tem is vacant or is held by a Councilmember who is not qualified to serve as Mayor Pro-Tem, the Mayor Pro-Tem appointment will go to the next qualified Councilmember.
- e. The position will have a term of office of six (6) months.
- f. The appointed Mayor Pro-Tem may be removed by Council by a two-thirds (2/3) majority vote of the members of Council at any time during his or her term.
- g. Council reserves the right to alter this procedure at any time by resolution or rule.

**City Charter Section.**

**Section 4.02 Qualifications.**

The Mayor and each Councilmember must have attained the age of eighteen or older on the first day of the term of office applied for, be a registered voter of the City of Schertz, and have been a resident of the City for at least twelve consecutive months immediately preceding the deadline for filing for an application for a place on the ballot.

**Section 4.05 Mayor and Mayor Pro-Tem.**

The Mayor shall be the official head of the City government. He or she shall be the chairman and shall preside at all meetings of the City Council. The Mayor may vote only in the event of a tie. He or she shall, unless another signatory is otherwise designated by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. He or she shall appoint special committees as instructed by City Council, with committee membership to be composed of nominees by the City Council. He or she shall perform such other duties consistent with this Charter or as may be imposed upon him or her by City Council. The Mayor shall not have veto powers.

The Mayor Pro-Tem shall be a Councilmember appointed by the City Council for a term and pursuant to procedures established by the City Council from time to time. The Mayor Pro-Tem shall act as

Mayor during the absence or disability of the Mayor and in this capacity shall have the rights conferred upon the Mayor. While acting as Mayor, the Mayor Pro-Tem may vote on any matter before the City Council.

## **RECOMMENDATION**

Council will discuss and consider the appointment of the next Mayor Pro-Tem regarding the above qualifications. Next in line to serve is Councilmember Rosemary Scott. If Mrs. Scott accepts she will be sworn in at the August 4, 2020, meeting and will serve until February 2, 2021.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** Police Department  
**Subject:** Cibolo Small Animal Hospital Expenditures - Information regarding cumulative expenditures with Cibolo Small Animal Hospital for veterinarian services for the 2019/2020 fiscal year exceeding \$50,000. (C. Kelm/M. Bane)

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**BACKGROUND**

As part of the daily operations at Schertz Animal Services, animals housed and cared for at the Schertz Animal Adoption Center are provided wellness exams, spayed or neutered, vaccinated, provided medication and treated for minor illness or injury. There continues to be a large amount of animals entering the care of Schertz Animal Services, with a current estimate of 1,200 animals that will be entering the adoption center this fiscal year. Ultimately, the cost of providing veterinarian services increases in conjunction with the animal population.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** July 28, 2020  
**Department:** Police Department  
**Subject:** Southwest Public Safety Expenditures - Information regarding expenditures with Southwest Public Safety with total services for the 2019/2020 fiscal year exceeding \$80,000. (C. Kelm/M. Casas)

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**BACKGROUND**

The Police Department is purchasing and installing new emergency equipment to existing patrol fleet vehicles to include a new police motorcycle. The Schertz Police Department needs to install and equip these vehicles with the appropriate and necessary emergency equipment. This essential equipment and installation include emergency lighting and audio to warn the public during the vehicle's emergency operation. The installation of this emergency equipment also consists of an optic camera and secure storage of emergency equipment. The Police Department has done its due diligence in selecting an organization to buy and install equipment for its quality through a competitive three bid process. The Police Department will spend in excess of \$80,000 with Southwest Public Safety to install and outfit the Police Department fleet. There are multiple purchases from multiple city departments with different requirements using BuyBoard #603.20; however, in an effort to maintain transparency, the Police Department wanted to inform Council of the amount being spent with a single vendor given these efforts began prior to the recent policy changes.

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