February 15, 2022

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: ***Fairmount 12" Sanitary Sewer Rehabilitation - Phase 2***

Dear Rick:

Please find attached the Individual Project Order (IPO) No. Fairmount 12" Sanitary Sewer Rehabilitation - Phase 2 (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2248 or andrew.simonsen@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928



Andrew Simonsen, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – Fairmount 12" Sanitary Sewer Rehabilitation - Phase 2

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project: Fairmount 12" Sanitary Sewer Rehabilitation - Phase 2

Project Understanding:

This project is identified in the 2018-2019 Wastewater CIP. The Client desires to install approximately 2,950 LF of 15-inch sanitary sewer line from Fairmount St. east to an existing 12" sanitary sewer line east of Sansom Blvd. in order to relocate the Client's sewer line from beneath existing grain silos. The project is anticipated to be installed primarily by open cut with a bore underneath the BNSF Railroad. If required, easement acquisition will be performed by the City. A BNSF Railroad utility permit is anticipated to be necessary for construction of the sewer line across existing BNSF Railroad tracks.

Specific Scope of Basic Services:

Task 1 – Alignment Study

The Consultant will provide the following professional services under this task related to design of the proposed sewer line.

1. Kick-Off Meeting - The Consultant will facilitate a kick-off meeting with City Staff to develop criteria for alignment selection and design parameters.

2. Alignment Evaluation – The Consultant will evaluate up to three (3) routes for the existing sanitary sewer line. The Consultant will collect publicly available data on existing utilities, property owners, and infrastructure along the proposed routes. The Consultant will provide survey of up to twenty (20) selective manholes to determine the viability of potential alignments. The Consultant will provide information on permitting requirements. Permitting will be provided as part of the Preliminary Design services. The Consultant will provide recommendations for temporary and permanent easements to be acquired, if any. The Consultant will provide a calculated sewer flow to be served by the proposed line and the capacity of each of the three (3) routes evaluated.

3. Alignment Exhibits – The Consultant will prepare 11"x17" alignment plan and profile exhibits summarizing the evaluation of the proposed alignments for the sanitary sewer line. The exhibits will include an aerial photograph showing the approximate alignment, property information obtained from the Appraisal District, and known infrastructure along the alignment. The exhibits will include recommended temporary construction and permanent easements.

4. Opinion of Probable Construction Cost (OPCC) – The Consultant will prepare preliminary opinions of probable construction cost for each alignment. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs

will not vary from its opinions of probable costs.

Meetings:

a. One (1) kick-off meeting with City Staff.

Deliverables:

a. Six (6) copies of Alignment exhibits.
b. Six (6) copies of the concept level OPCC.

Services/Deliverables provided by the Client:

a. Attend Kick-off meeting.
b. Select an alignment.

Task 2 – Preliminary Design

Once the proposed alignment has been approved by the client, the Consultant will proceed with the preliminary design and preliminary plans and specifications. Professional services under this task include:

- Utility and ROW Holder Coordination – Consultant will coordinate with the entities below throughout the design of the project. Coordination is understood to include obtaining design standards, gathering information on existing utilities, submitting utility plans and permits, and organizing and leading meetings.
    - City Staff
    - Franchise utilities (gas, phone, electric)
    - BNSF Railroad
    - Oncor
    - Property Owners

- Design Survey – Consultant will perform a design level survey. The survey will include the following:
    - Width of easement or alignment survey corridor not to exceed 60 feet. Extents of survey will be determined after Task 1 is complete.
    - Locate visible topographic features such as marked existing utilities and their appurtenances, 6-inch diameter trees and larger, iron pins (if found), edge of pavement, fences.
    - Establish control points along the route.
    - It is understood that a vacuum truck will be provided by the City if potholing of existing utilities is necessary.

- Geotechnical Analysis – Consultant will perform a geotechnical analysis of the proposed sanitary sewer line alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding embedment, backfill and excavation parameters. The geotechnical analysis will include the following:
    - Subsurface exploration including up to five (5) sample bores at various locations and depths along the proposed route.

- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions for proposed horizontal boring, if necessary.
- Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

- Preparation of 60% Preliminary Plans – Consultant will prepare preliminary plans for the sanitary sewer line design. Plans will consist of plan and profile view with stationing and limited noting. These plans will be prepared on 11"x17" sheets at a scale of 1" = 20'. Nine (9) plan and profile sheets are anticipated to be prepared for the sanitary sewer line design.

- BNSF Utility Crossing Permit – Consultant will prepare and submit an application for a utility crossing across one BNSF Railroad track for approval by BNSF Railroad on behalf of the Client.

- Opinion of Probable Construction Cost – Consultant will update the concept level OPCC to reflect changes from the alignment study. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- Separate Instrument Easement Exhibits – Consultant will prepare up to six (6) easement exhibits and metes & bound descriptions for separate instrument easements, as required.

- Review Meeting – Consultant will facilitate a review meeting with City Staff to present the sanitary sewer line design.

Meetings:

a. One (1) review meeting with City Staff.

Deliverables:

a. Six (6) copies of preliminary plans.
b. Six (6) copies of the preliminary OPCC.
c. Six (6) copies of the geotechnical report.
d. Six (6) copies of separate instrument easement exhibits.

Services/Deliverables provided by the Client:

a. Attend review meeting.
b. Review and comment on preliminary plans and specifications.
c. Provide a vacuum truck for potholing of existing utilities, if necessary.
d. Procure temporary and permanent easements from property owner(s).

Task 3 – Final Design
Once the preliminary design has been approved by City Staff, Consultant will proceed with the 90% and 100% Final Design. Consultant will provide the following professional services under this task:

- Civil Plans – Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x34" plan and profile sheets. The Consultant anticipates preparing approximately fifteen (15) plan sheets. The Consultant will provide the following information on the plan sheets:
  - Civil Sheets
    - Plan view
    - Profile View
    - Dimensional Control
    - Details
    - General Notes

- Contract Documents - Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the NCTCOG *Standard Specifications for Public Works Construction* and the Client's requirements for Public Works Construction will govern all other specifications.

- Opinion of Probable Construction Cost – Consultant will prepare final opinions of probable construction cost. Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only Consultant's judgment as a design professional familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Meetings:
a. One (1) meeting with City Staff to review 90% Design.
b. One (1) meeting with City Staff to review 100% Design.

Deliverables:
a. Six (6) copies of 90% plans, specifications, Contract Documents and OPCC for review and comment.
b. Six (6) copies of 100% final plans, specifications, Contract Documents and final OPCC.

Services/Deliverables provided by the Client:
a. Attend review meetings.
b. Review and comment on the 90% submittal.
c. Approve 100% submittal.

Task 4 – Bidding
Consultant will provide the following professional services under this task:

1. Final Contract Documents – Consultant will prepare and issue the project for advertisement utilizing the CivCast website. Consultant will print and issue sets of plans and specifications

as requested by contractors or plan houses. A non-refundable deposit will be required of contractors or plan houses for plans and specifications.

2. Notice to Bidders – Consultant will prepare a notice to bidders. The Client will be responsible for submitting the Notice to newspapers for advertisement. Advertising will be billed directly to the Client by the newspaper.

3. Addenda – Consultant will answer contractor questions during the bid process. Consultant will issue addenda as required.

4. Bid Opening – Consultant will attend the bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.

5. Execution – Consultant will prepare five (5) sets of the Contract Documents for execution by the contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

Meetings:

a. Bid Opening – as described above.

Deliverables:

a. Final Contract Documents – as described above.
b. Notice to Bidders – as described above.
c. Addenda – as described above.
d. Tabulation of Bids – as described above.
e. Letter Summarizing Bids – as described above.
f. Contract Documents for Execution – as described above.

Services/Deliverables provided by the Client:

a. Award of Contract to Contractor.
b. Review and Execute Contract Documents.

Task 5 – Construction Contract Administration

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is nine (9) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- Pre-Construction Conference – The Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- Visits to Site and Construction Observation – The Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in

accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

- The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work – The Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Clarifications and Interpretations – The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders – The Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples – The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Substitutes and "or-equal" – The Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests – The Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor – The Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall

be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work 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 Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- Substantial Completion – The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- Final Notice of Acceptability of the Work – The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- Limitation of Responsibilities – The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
    - One (1) set of reproducible (22" x 34") Record Drawings.
    - One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

- Shop Drawing Reviews – as described above
- Contractor's Estimates – as described above
- Record Drawings – as described above

Services/Deliverables provided by the Client:

- Resident project representative and inspection.
- Provide input on progress of work.
- Payment of the Contractor.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional services include, but are not limited to, the following:

- Professional Services Related to Easement Acquisition
- Separate Instrument Easement Exhibits beyond those specifically included in the Scope of Services referenced above.
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above.
- Subsurface Utility Engineering (SUE)
- Preparation of Title Policies and Assisting in Condemnation Services during property acquisition.
- Attendance at Public Meetings beyond those specifically included in the Scope of Services referenced above.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Construction Staking.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Providing resident project representation services (RPR), on-site inspection, during the construction phase of the project.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing

compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services.

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

Fee and Expenses

Task Name	Budget Amount	Fee Type
Task 1 – Alignment Study	$ 25,000	(Lump Sum)
Task 2 – Preliminary Design	$ 60,000	(Lump Sum)
Task 3 – Final Design	$ 40,000	(Lump Sum)
Task 4 – Bidding	$ 7,500	(Lump Sum)
Task 5 – Construction Contract Administration	$ 25,000	(Reimbursable)
Subtotal	$157,500	(Estimated)

Consultant will perform the services in Tasks 1 through 4 for the total lump sum fee of $132,500. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Consultant will perform the Services in Task 5 and additional services on a labor fee plus expense basis. Consultant recommends the Client budget $25,000 for this task based on the estimated construction period.

Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Jeff James
Senior Vice President

DATE:_____