



April 18, 2017

City of Boerne
402 E. Blanco
Boerne, Texas 78006

Attention: Mr. Michael Mann, P.E., Public Works Director
Email: mmann@cit.boerne.tx.us

**RE: Interstate Highway 10 Gas Relocations
(Texas Dept. of Transportation - CSJ 0072-06-075, 076)**

Dear Mr. Mann:

Halff TriTex, Inc. (Halff TriTex) is pleased to present our proposal for professional services required for the above referenced project. This proposal is prepared for an approximate 3.1 mile stretch of Interstate Highway 10 located in Boerne County, Texas.

The scope of services includes necessary engineering, subsurface utility exploration, and construction phase services necessary for completion of the gas utility relocations affiliated with the IH-10 roadway project being conducted by the Texas Department of Transportation (TxDOT). We have developed the attached scope of work and fee schedule for the proposed project. The following attachments are included with the Proposal:

Exhibit "A" Proposed Scope of Services
Attachment "A" Preliminary Conflict Analysis
Attachment "B" Schedule of Fees
Exhibit "B" Standard Agreement

The scope of services for this utility relocation project was developed from a request provided to Halff on March 24, 2017 as part of utility coordination meeting for the IH-10 highway project. That request specified certain measures that were to be included within the scope of services, specifically a time and materials proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. We are available to meet with you to discuss this scope and answer any questions you may have. Feel free to contact me at 214-346-6200.

It is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.



APPROVED:

Engineer: **HALFF TRITEX, INC.**

Signature:

A handwritten signature in blue ink that reads "Jared Canuteson".

Name: Jared Canuteson, P.E.

Title: Vice-President

Date: 4/18/17

APPROVED: CITY OF BOERNE, TEXAS

Client: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Cc: Ryan Lewis, PE – SUE/Utility Team Leader, Halff Associates, Inc.
Jared Canuteson, PE – Vice President, Halff TriTex, Inc

**Exhibit “A”
Scope of Services
For
IH-10 Gas Utility Relocates
City of Boerne**

PROJECT DESCRIPTION

Currently the Texas Department of Transportation (TxDOT) has contracted with Halff Associates (Halff) for design services associated with IH-10 roadway improvements from SH46 to Scenic Loop Drive (CSJ 0072-06-075, 076). This project includes frontage road additions, driveway and access point adjustments, as well as interchange and ramp modifications. The City of Boerne (City) has requested a proposal from Halff TriTex for the design of all natural gas utilities in conflict with the proposed IH-10 roadway improvements. Halff is contracted with TxDOT to perform subsurface utility exploration (SUE) for the I-10 roadway project and has preliminarily identified all City of Boerne utilities which are in conflict.

PROJECT ASSUMPTIONS

- Contract for utility relocations will be between Halff TriTex and the City of Boerne
- The IH-10 roadway project is interstate, therefore the City will be reimbursed 100% by TxDOT for costs associated with the required utility relocations
- The roadway improvements are planned to be let for bidding in December 2017
- Utility conflict mitigation limits for the City of Boerne are SH46 to Scenic Loop Drive
- Utility relocation PS&E will be prepared and included as part of the TxDOT IH-10 project. TxDOT online utility review of the relocation plans is not included with this scope of services. If online submittal and review of the plans will be required by TxDOT, a supplemental service agreement will be executed.

PHASE 1 – Project Management and Coordination

- a) Engineer will manage the design team schedule and budgets, including sub-consultants, and maintain project records contracts in accordance with the agreement.
- b) Engineer will prepare monthly invoices in a format acceptable to the city along with a progress report of activities accomplished during the period.
- c) Attend up to two (2) coordination meetings at the city offices with city staff

Deliverables – Monthly Progress Reports, Meeting Minutes

PHASE 2 – Data Collection and Review

Task 1 – Data Acquisition

Halff TriTex will review existing record drawing and existing easement information obtained from the City including but not limited to:

- a) As-built records for all available City water, wastewater and gas utilities within the area of study.
- b) Existing plat and separate instrument easement documents recorded with the City of Boerne and Kendall Counties.
- c) Pending development plans with anticipated connections or easement dedications to the City of Boerne.

Task 2 – Subsurface Utility Engineering and Utility Coordination

- a) Provide up to fifteen (15) SUE quality level ‘A’ test holes at locations of potential conflict as identified through the preliminary conflict analysis process for IH-10. A copy of these identified locations is included as Attachment “A” to this proposal.
- b) Perform conflict analysis with proposed improvements
- c) Attend up to two (2) utility coordination meetings on behalf of the City as part of the associated TxDOT IH-10 roadway improvement project.

Deliverables –SUE test hole data sheets, Conflict analysis spreadsheet, meeting minutes

PHASE 3 – Preliminary Design

- a) Based upon the information from Phase 2, Tasks 1 & 2, Halff TriTex will investigate possible design alternatives for each identified conflict.
- b) Halff TriTex will include a preliminary Engineer’s Opinion of Probable Construction cost for the identified conflicts and mitigation.
- c) Halff TriTex will present the mitigation alternatives to the City of Boerne for review and direction on how to proceed with formal utility relocation design.

PHASE 4 – Utility Design – Based on direction from City as a result of Task 3, Halff TriTex shall develop plans, specifications, and estimate (PS&E) to be incorporated into construction documents for use in bidding and constructing of the TxDOT initiated IH-10 project. Plans will be prepared and submitted to the City of Boerne and TxDOT to coincide with the 60%, 95%, and Bid phase submittals. The final design will consist of the following tasks and is based on the assumptions below:

- Utility design will in accordance with the following manuals and standards:
 - City of Boerne Utility requirements, Codes and Ordinances, and Standard Construction Details
 - Texas Commission on Environmental Quality (TCEQ)
- Utility relocation design will be submitted for review and approval by TxDOT
- TxDOT approved utility relocation design will be incorporated into the I-10 construction drawings

Task 1 - 60% PS&E Documents

- 1. The 60% PS&E construction plan set shall consist of the following:
 - a) Utility general notes

- b) Demo and Removal plan
 - c) Construction traffic control plan
 - d) Gas plan/profile sheets
 - e) Erosion control plans
 - f) Standard and project specific details
 - g) Detail sheets
2. Prepare draft technical specifications for the gas utility relocations for the IH-10 project. City of Boerne specifications to supplement TxDOT general conditions.
 3. Prepare a 60 percent opinion of probable construction costs (OPCC)

Task 2 - 95% and Bid Set PS&E Documents

1. The 95% PS&E construction plan shall consist of the following:
 - a) Incorporate City of Boerne and TxDOT review comments on the 60 percent submittal.
 - b) Prepare any additional sheets required that were not included in the 60% submittal phase.
 - c) Revise technical specifications for the gas utility relocations associated with the IH-10 project. City of Boerne specifications to supplement TxDOT general conditions.
 - d) Prepare a 95 percent opinion of probable construction costs (OPCC)

Task 3- Bid Construction Documents

- a) Incorporate City of Boerne and TxDOT review comments on the 95% submittal.
- b) Finalize, seal, and incorporate the utility relocation plans into the IH-10 project bid construction document package.

Deliverables –60%, 95%, and bid construction submittals of plans, specifications and opinion of probable construction cost

PHASE 5 – Construction Phase Services

These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. Administration Services as defined below.

Task 1 – Submittals

Review of Shop Drawings, Samples and Submittals - Halff TriTex will review and approve all submittals for utility relocation of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general agreement of the contract. Halff TriTex will log and track all shop drawings, samples and submittals. Halff shall coordinate with City of Boerne for quality control.

Task 2 - Requests for Information (RFI)

Halff TriTex will review the Contractor's requests for information or clarification of the contract for construction. Halff TriTex will coordinate and issue responses to requests to Contractor. Halff will log and track the Contractor's requests. Five (5) RFI's are assumed as part of this proposal.

Task 3- Review of Contractor's Requested Changes

Halff TriTex shall review all Contractor-requested changes to the contract for construction. Halff TriTex will make recommendations to City regarding the acceptability of the Contractor's request and, upon approval of the City, assist in negotiations of the requested change. Upon agreement and approval, Halff TriTex shall prepare and submit supporting change order documents and plan revisions.

Task 5- Status Meetings and Site Visits

Halff TriTex shall assume three (3) construction status meetings and visit site to observe progress. Site visits will be performed on the same day that status meeting is attended.

Task 6 -Completion of Record Documents

Halff TriTex shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide one (1) set of paper hard copy reproducible and one (1) electronic set of record drawings and documents to the City of Boerne. These record documents are a compilation of the sealed engineering drawings for the IH-10 utility relocation project, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness..

ITEMS EXCLUDED FROM SCOPE OF SERVICES

1. Archeological survey and/or historic structure survey, including application for an Antiquities Permit, preparation of a historic research design, performing cultural resources reconnaissance or intensive surveys, evaluation of any resources for eligibility for listing in the NRHP, evaluation of effects on NRHP-eligible or NRHP-listed sites, or development of mitigation plans
2. USFWS and TPWD coordination/consultation
3. Field surveys for federal and state-listed threatened and endangered species.
4. Phase I Environmental Site Assessment
5. Design of public and franchised utility adjustments that are not noted in the above scope
6. Analyzing or simulating water supply networks
7. Storm Water Pollution Prevention Plan (SWPPP)
8. Property acquisition or negotiations
9. Filing fees, permit fees, and license fees
10. Coordination with individual property owners
11. Drafting any City Council agenda items, exhibits, ordinances, resolutions or attendance of council meetings.
12. Engineers certificates. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Engineer, increase the Engineer's risk or the availability or cost of his professional or general liability insurance.

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

Payment Terms

Payment for services is on a time and materials basis, not to exceed the total amount listed below. This amount shall be payable by the City pursuant to the rate schedule listed below. Reimbursable expenses will be billed at cost plus 10%.

Job Title	Hourly Rate
Project Manager/Sr QC	\$216.78
Senior Project Engineer (PE)	\$177.35
Project Engineer (PE)	\$145.78
Design Engineer (PE)	\$123.24
Sr. Engineer Tech.	\$111.22
Engineer in Training I	\$96.19
Sr. CADD/GIS Tech	\$93.18
CADD/GIS Tech I	\$75.15
Survey Manager (RPLS)	\$159.54
Surveyor (RPLS)	\$150.29
SUE Manager	\$159.31
Sr. Survey/SUE Tech	\$105.30
Survey/SUE Tech	\$84.16
SUE Test Hole (each)	\$1,300
Administrative Assistant	\$66.13

Schedule of Payment for each phase:

PHASE 1 – Project Management and Coordination

Task 1 – Project Management.....	\$6,222.00
SUB-TOTAL PHASE 1 FEE (including direct expenses).....	\$6,222.00

PHASE 2 – Data

Task 1 – Data Collection and Review.....	\$1,689.00
Task 2 – Subsurface Utility Engineering and Utility Coordination.....	\$20,390.00
SUB-TOTAL PHASE 2 FEE (including direct expenses).....	\$22,079.00

PHASE 3 – Preliminary Design

Task 1 – Preliminary Design.....	\$6,995.00
SUB-TOTAL PHASE 3 FEE (including direct expenses).....	\$6,995.00

PHASE 4 – Utility Design

Task 1 – 60% PS&E Documents.....	\$29,206.00
Task 2 – 95% PS&E Documents.....	\$15,746.00
Task 3 – Bid Construction Documents.....	\$11,881.00
SUB-TOTAL PHASE 4 FEE (including direct expenses).....	\$56,833.00

PHASE 5 – Construction Phase Services

Task 1 - Submittals.....	\$3,198.00
Task 2 – Request for Information.....	\$3,198.00
Task 3 – Review of Contractors Requested Changes.....	\$3,277.00
Task 4 – Status Meetings and Site Visits.....	\$3,069.00
Task 5 – Record Drawings.....	\$11,213.00
SUB-TOTAL PHASE 5 FEE (including direct expenses).....	\$23,956.00

FEE SUMMARY

SUB-TOTAL PHASE 1	\$6,222.00
SUB-TOTAL PHASE 2	\$22,079.00
SUB-TOTAL PHASE 3	\$6,995.00
SUB-TOTAL PHASE 4	\$56,833.00
SUB-TOTAL PHASE 5	\$23,956.00
 TOTAL FOR PHASES 1-5 (including direct expenses).....	 \$102,654.00

TxDOT-SAT Utility Conflict Matrix (Rev: 8/9/16)													
CCSJ/RCSJ: C-0072-06-075,076/ R-0072-06-080,078 Highway: IH 10 Limits: from SH 46 to Scenic Loop Rd. Current Design Phase: 30%				Utility Conflict Matrix Developed/Revised By: Terry Walker Date: 3/23/2017 Reviewed By: Ryan Lewis, P.E. Date: 3/23/2017									
Utility Owner and/or Contact Name	U-Number or Status	Conflict ID	Drawing or Sheet No.	Existing Utility Description- Utility Size, Type, Material	Conflict Location: (Start-End STA with Offsets)	Conflict Description [Type of structure (drainage, drill shaft, under pavement, clearance information, etc.)]	Utility Investigation Level Obtained	Test Hole #	Recommended Action or Resolution	Proposed Solution Meets UAR Standards (Y/N) --> if "No", need status of Utility Exception)	Estimated Construction Start Date	Estimated Construction Completion Date	Resolution Status (Responsible Party, Action Item)
City of Boerne (Gas) G	U# TBD (Submitted to TxDOT 2/22/17)	28	4	6" HDPE Gas (low pressure)	768+00 - 777+00, 176' - 310' LT	Existing 6" G adjacent to ROW in ditch cut. Ensure adequate depth below proposed grade (low pressure = 36" min per UAR) (0.55'-3.8' cut per cross-section) (line is 3.29' below grade per electronic depth)	QL-B	N/A	Option 1: Analyze raising grade/shifting ditch to avoid cut. Option 2: Relocate if necessary.				Halff (Option 1) City of Boerne (Option 2)
		29	5	6" HDPE Gas (low pressure)	783+93, 415' LT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = XXX.XX) (line is 4.49' below grade per electronic depth)	QL-B	7	Option 1: Analyze shifting inlet to avoid crossing. Option 2: Confirm prop. FL/TH to confirm depth. Option 3: Relocate if necessary.				Halff (Option 1/2) City of Boerne (Option 3)
		30	5	6" HDPE Gas (low pressure)	783+30 - 783+95, 368' RT	Existing 6" G crossing proposed Upper Balcones Rd. Ensure adequate depth below proposed grade (low pressure = 36" min per UAR) (XX' cut/fill per cross-section) (line is 3.4' below grade per electronic depth)	QL-B	N/A	Option 1: Confirm cut/fill. Option 2: Relocate if necessary. (No conflict anticipated)				Halff (Option 1) City of Boerne (Option 2)
		31	5	6" HDPE Gas (low pressure)	784+48, 342' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desired per UAR) (Prop bottom of inlet = XXX.XX) (line is 2.7' below grade per electronic depth)	QL-B	8	Option 1: Confirm prop. FL/TH to confirm depth. Option 2: Relocate if necessary.				Halff (Option 1) City of Boerne (Option 2)
		32	7	6" HDPE Gas (low pressure)	790+42, 160' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop bottom of inlet = 1441.57') (line is 6.13' min. below grade per electronic depth)	QL-B	9	Option 1: Confirm prop. FL/TH to confirm depth. Option 2: Relocate if necessary.				Halff (Option 1) City of Boerne (Option 2)
			7	6" HDPE Gas (low pressure)	790+92, 157' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = XXX.XX) (line is xx' min. below grade per electronic depth)	QLB		Option 1: Confirm prop. FL/TH to confirm depth. Option 2: Relocate if necessary.				
		33	7	6" HDPE Gas (Valve) (low pressure)	791+18, 156' RT	Existing 6" G valve in proposed driveway. (Top of GV = 1447.09) (2.0' fill per cross-section)	QL-C	N/A	Adjust existing valve to finished grade.	Y	Joint Bid	Joint Bid	City of Boerne
		34	8	6" HDPE Gas (Test Station/Valve) (low pressure)	801+31, 155' RT	Existing 6" G test station/valve in proposed sidewalk. (Top of GV = 1436.52) (1.1' fill per cross-section)	QL-C	N/A	Relocate test station outside of sidewalk and adjust to finished grade. Adjust existing valve to finished grade.	Y	Joint Bid	Joint Bid	City of Boerne
		35	9	6" HDPE Gas (low pressure)	814+24, 170' LT, 191' RT IH 10 EBFR Crossing	Existing 6" G crossing proposed EBFR pavement/pond. Ensure adequate depth below proposed grade (low pressure = 36" min per UAR) (6' cut for pond) (line is 3.43' (RT) and 6.85' (LT) below grade per electronic depth)	QL-B	10	Option 1: TH to confirm depth. Option 2: Relocate if necessary. (Conflict Anticipated)				Halff (Option 1) City of Boerne (Option 2)
		36	9, 10	6" HDPE Gas (low pressure)	820+00 - 822+50, 182' RT	Existing 6" G adjacent to ROW in ditch cut. Ensure adequate depth below proposed grade (low pressure = 36" min per UAR) (0.50' - 1.0' cut per cross-section) (line is 3.27' below grade per electronic depth)	QL-B	11	Option 1: TH to confirm depth. Option 2: Relocate if necessary. (Conflict Anticipated)				Halff (Option 1) City of Boerne (Option 2)

City of Boerne (Gas) G	U# TBD (Submitted to TxDOT 2/22/17)	37	10	6" HDPE Gas (low pressure)	823+55, 155' RT	6" G located adjacent to proposed retaining wall (line is 3' min. below culvert FL per as-built) (1.9' fill per cross-section)	QL-D	12	Option 1: TH to confirm depth/location since QL-D. Option 2: Relocate if necessary				Halff (Option 1) City of Boerne (Option 2)
		38	11, 12	6" HDPE Gas (low pressure)	833+00 - 850+00, 215' - 231' RT	Existing 6" G adjacent to ROW in ditch cut. Ensure adequate depth below proposed grade (low pressure = 36" min per UAR) (0.65' - 5.1' cut per cross-section) (line is 3.14' below grade per electronic depth)	QL-B	N/A	Relocate/lower to ensure adequate depth below proposed grade.	Y	Joint Bid	Joint Bid	City of Boerne
		39	12	6" HDPE Gas (low pressure)	849+61 - 852+30, 204' RT	Existing 6" G located in proposed pavement/crossing proposed drainage.	QL-B	N/A	Relocate out of proposed paving and ensure adequate depth of cover beneath proposed grade as part of longitudinal relocation for surplus property.	Y	Joint Bid	Joint Bid	City of Boerne
		40	12, 14, 15	6" HDPE Gas (low pressure)	852+30 - 872+75, 243' - 614' RT	Relocate existing 6" G due to sale of surplus property and ensure adequate depth below proposed grade (low pressure = 36" min per UAR)	QL-B	N/A	Relocate to 10' off of existing ROW. (E = 1.5', FO2 = 4', T = 6', FO1 = 8', 6"G = 10')	Y	Joint Bid	Joint Bid	City of Boerne
		41	15	6" HDPE Gas (low pressure)	874+00, 136' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = XXX.XX) (line is 3.38' below grade per electronic depth)	QL-B	13	Option 1: Confirm prop. FL/TH to confirm depth. Option 2: Relocate if necessary.				Halff (Option 1) City of Boerne (Option 2)
		42	16	6" HDPE Gas (Test Station/Valve) (low pressure)	876+10, 133' RT	Existing 6" G test station/valve in proposed sidewalk (Top of GV = 1455.54) (1.2' fill per cross-section)	QL-C	N/A	Relocate test station outside of sidewalk and adjust to finished grade. Adjust existing valve to finished grade.	Y	Joint Bid	Joint Bid	City of Boerne
		43	16	6" HDPE Gas (low pressure)	876+84, 137' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = XXX.XX) (line is 3.7' below grade per electronic depth)	QL-B	14	Option 1: Confirm prop. FL/TH to confirm depth. Option 2: Relocate if necessary.				Halff (Option 1) City of Boerne (Option 2)
		44	16	6" HDPE Gas (low pressure)	878+55 - 879+25, 160' RT	Existing 6" G located in proposed pavement/curb	QL-B	N/A	Relocate out of proposed paving and ensure adequate depth of cover beneath proposed grade.	Y	Joint Bid	Joint Bid	City of Boerne
		45	16	6" HDPE Gas (Test Station/Valve) (low pressure)	886+72, 137' RT	Existing 6" G test station/valve in proposed sidewalk (Top of GV = 1451.09) (1' fill per cross-section)	QL-C	N/A	Relocate test station outside of sidewalk and adjust to finished grade. Adjust existing valve to finished grade.	Y	Joint Bid	Joint Bid	City of Boerne
		46	17	6" HDPE Gas (Test Station) (low pressure)	889+19, 137' RT	Existing 6" G test station in proposed sidewalk	QL-C	N/A	Relocate outside of sidewalk and adjust to finished grade.	Y	Joint Bid	Joint Bid	City of Boerne
		47	17	6" HDPE Gas (Test Station/Valve) (low pressure)	896+66, 137' RT	Existing 6" G test station/valve in proposed sidewalk (Top of GV = 1427.20) (1.3' fill per cross-section)	QL-C	N/A	Relocate test station outside of sidewalk and adjust to finished grade. Adjust existing valve to finished grade.	Y	Joint Bid	Joint Bid	City of Boerne
		48	18	6" HDPE Gas (low pressure)	900+15, 136' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = 1441.7') (line is 2.45' below grade per electronic depth)	QL-B	15	Option 1: Confirm prop. FL/TH to confirm depth. Option 2: Relocate if necessary.				Halff (Option 1) City of Boerne (Option 2)
			18	6" HDPE Gas (low pressure)	904+08, 143' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = XXX.XX) (line is 2.45' below grade per electronic depth)	QL-B						

City of Boerne (Gas) G	U# TBD (Submitted to TxDOT 2/22/17)		19	6" HDPE Gas (low pressure)	909+24, 145' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = XXX.XX) (line is 2.45' below grade per electronic depth)	QL-B						
		49	19	6" HDPE Gas (low pressure)	912+17, 185' RT	Existing 6" G crossing proposed drainage. Ensure adequate vertical clearance below proposed drainage (1' min, 2' desirable per UAR) (Prop drainage = XXX.XX) (line is 6.28' below grade per electronic depth)	QL-B	16	Option 1: Confirm prop. FL/TH to confirm depth. Option 2: Relocate if necessary.				Halff (Option 1) City of Boerne (Option 2)
		50	19	6" HDPE Gas (Test Station) (low pressure)	914+13, 188' RT	Existing 6" G test station in proposed sidewalk	QL-C	N/A	Relocate outside of sidewalk and adjust to finished grade.	Y	Joint Bid	Joint Bid	City of Boerne
		51	19	6" HDPE Gas (low pressure)	916+40 - 917+30, 185' RT	Existing 6" G/valve are located in proposed pavement/curb. (0.8' fill per cross-section) (line is 2.85' below grade per electronic depth)	QL-B	17	Option 1: TH to confirm depth. Option 2: Consider concrete cap/exception. Option 3: Relocate out of proposed paving and ensure adequate depth of cover beneath proposed grade.	TBD	Joint Bid	Joint Bid	Halff (Option 1) City of Boerne (Option 2/3)

T A S K / D E S C R I P T I O N			PROJECT MANAGER	SR PE	PROJECT ENGINEER	DESIGN ENGINEER	SR ENGINEER TECH	EIT I	SR CADD / GIS TECH	CADD / GIS TECH	SUE TEST HOLE	SURVEY / SUE MANAGER	SURVEY/ SUE TECH	CLERICAL / ADMIN	TOTAL MAN- HOURS	LABOR CHARGES	PRINTING, PLOTTING	DELIV, TRAVEL & SUE	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)	
Sheets																					
PH 1	PROJECT STARTUP & MANAGEMENT & COORDINATION														36					\$6,222	
	PROGRESS MANAGEMENT		16	8			12														
SUBTOTAL HOURS/COSTS			16	8			12								36	\$6,222					\$6,222
PH 2	DATA COLLECTION AND REVIEW														14 23					\$1,689 \$20,390	
TASK 1	DATA COLLECTION AND REVIEW			2			12														
TASK 2	SUE						8				15										
SUBTOTAL HOURS/COSTS				2			20				15				37	\$22,079					\$22,079
PH 3	PRE DESIGN PHASE														58					\$6,995	
	PRELIM DESIGN		8	2			24		24												
SUBTOTAL HOURS/COSTS			8	2			24		24							58	\$6,995				
PH 4	DESIGN PHASE														280 146 100					\$29,206 \$15,746 \$11,881	
TASK 1	60% CONSTRUCTION PLANS & SUBMITTAL		4	8			108		160												
TASK 2	95% CONSTRUCTION PLANS & SUBMITTAL		4	8			54		80												
TASK 3	CONSTRUCTION BID PLANS & SPECIFICATIONS		4	16			40		40												
SUBTOTAL HOURS/COSTS			12	24			94		280						526	\$56,833					\$56,833
PH 5	CONSTRUCTION ADMINISTRATION & PROJECT CLOSE OUT														24 24 24 20 102					\$3,198 \$3,198 \$3,277 \$3,069 \$11,213	
TASK 1	SHOP DRAWINGS & SUBMITTALS			8			16														
TASK 2	RFI'S			8			16														
TASK 3	REVIEW OF CONTRACTORS CHANGES		2	6			16														
TASK 4	CONSTRUCTION MEETINGS/SITE VISITS		8				12														
TASK 5	RECORD DRAWINGS		4	8			30		60												
SUBTOTAL HOURS/COSTS			14	30			90		60						194	\$23,956					\$23,956
F E E S U M M A R Y															36 37 58 410 194					\$6,222 \$22,079 \$6,995 \$43,403 \$23,956	
PH 1	PROJECT STARTUP & MANAGEMENT & COORDINATION		16	8			12														
PH 2	DATA COLLECTION AND REVIEW			2			20				15										
PH 3	PRE DESIGN PHASE		8	2			24		24												
PH 4	DESIGN PHASE		12	24			94		280												
PH 5	CONSTRUCTION ADMINISTRATION & PROJECT CLOSE OUT		14	30			90		60												
TOTAL HOURS			50	66			240		364		15				735						
CONTRACT RATES (\$)			\$216.78	\$177.35	\$145.78	\$123.24	\$111.22	\$96.19	\$93.18	\$75.15	\$1,300.00	\$159.54	\$105.30	\$66.13							
BASE RATES & REIMB'S TOTAL			\$10,839	\$11,705			\$26,693		\$33,918		\$19,500					\$102,654					\$102,654.42
TOTAL BY CATEGORY			11%	11%			26%		33%		19%				100%	\$102,654					\$102,654.42
TOTAL FEE																\$102,654					\$102,654.42

EXHIBIT "B"
STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF BOERNE (CLIENT) AND HALFF TRITEX, INC. (ENGINEER)

I. SCOPE - Halff TriTex, Inc. (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the Parties hereto (i.e. Client and Engineer), the duties of HTT shall not be construed to exceed those services specifically set forth in the Scope of Services as listed in Exhibit A attached hereto dated April 18, 2017. The Scope of Services and this Standard form of Agreement, when executed by ***City of Boerne, Texas*** (hereinafter "Client"), shall constitute a binding Agreement on both Parties. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other Party.

II. COMPENSATION - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY - Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection services provided or performed by Engineer shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Engineer shall not constitute any form of guarantee with respect to the performance of any contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules and regulations.

IV. SCOPE OF CLIENT SERVICES - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees that Engineer, Engineer's subconsultants and independent associates will have no liability arising from any reuse. Engineer may reuse

all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INTENTIONALLY LEFT BLANK

VII. INSURANCE - Engineer agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

VIII. SUBCONTRACTS - Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

X. INTEGRATION - This Standard Form of Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

XI. JURISDICTION AND VENUE - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in **Kendall** County, Texas.

XII. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate by the Client, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate by the Client, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Further, Engineer may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If the Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability to the Client for any costs or damages resulting from a suspension occasioned by any breach of this Agreement by Client.

XIII. TERMINATION OF WORK - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

XIV. TAXES - Client is a political subdivision of the state of Texas and is exempt from taxes. Therefore, to the extent applicable under Texas law, the fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of

this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

XV. MEDIATION OF DISPUTES - Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

XVI. MERGER AND SEVERABILITY – This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. EXCLUSIVITY OF REMEDIES – The Parties acknowledge and agree that the remedies set forth in this Agreement, are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVIII. TIMELINESS OF PERFORMANCE - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XIX. It is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XX. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.