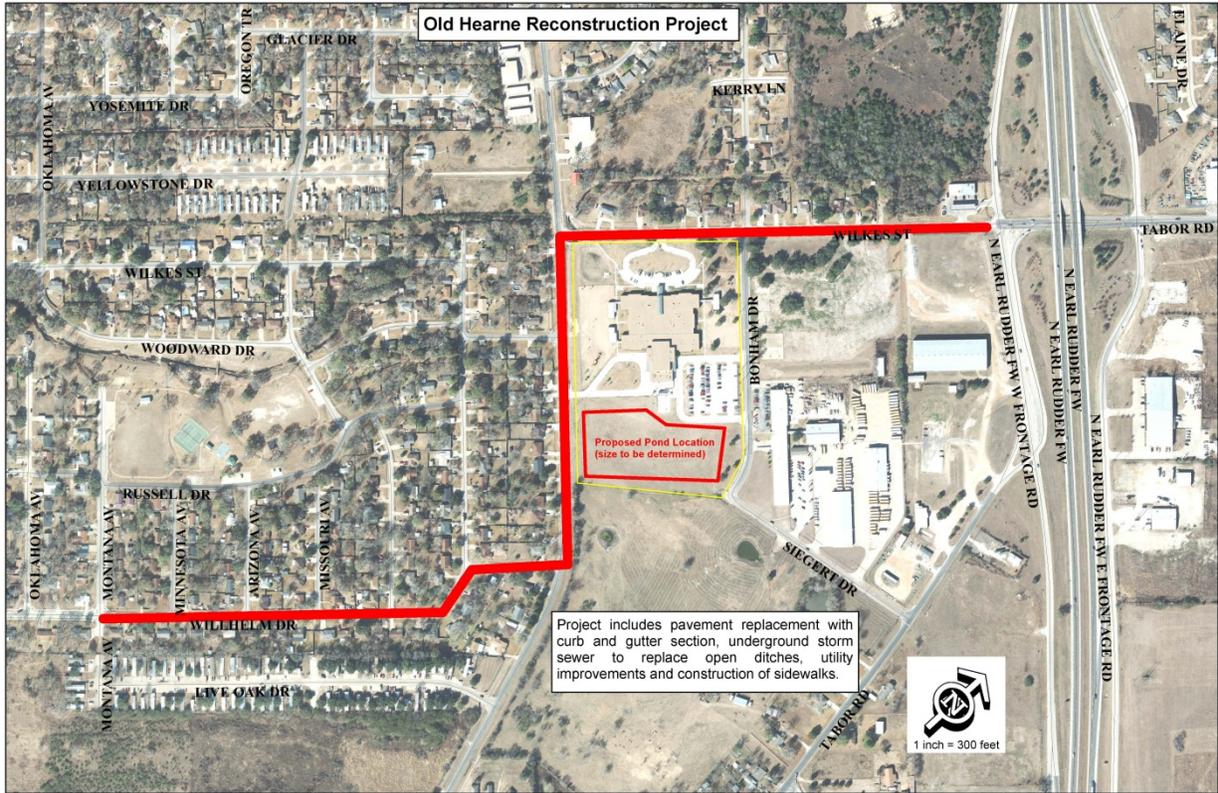


## ACTION FORM BRYAN CITY COUNCIL

<b>DATE OF COUNCIL MEETING:</b> May 28, 2013		<b>DATE SUBMITTED:</b> April 26, 2013	
<b>DEPARTMENT OF ORIGIN:</b> PW-Engineering		<b>SUBMITTED BY:</b> W. Paul Kaspar	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>	<b>STRATEGIC INITIATIVE:</b>
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
<b>AGENDA ITEM DESCRIPTION:</b> Engineering Design Contract for the Bonham Elementary Detention Design for collaborative use in the Old Hearne Road Reconstruction Project, City Project Number 332-411-425-611-DE-1211 to Freese and Nichols, Inc. for the lump sum fee of \$151,808.00.			
<b>SUMMARY STATEMENT:</b> The Bonham Elementary Detention Design includes preliminary and final design of a surface stormwater detention pond recommended as a result of the Still Creek Watershed Study, completed by Freese and Nichols, Inc. (FNI) for the City of Bryan in February 2012. This study was partially funded by the Texas Water Development Board (TWDB) through a Flood Protection Planning Grant. The study included the investigation of the existing secondary drainage system in the neighborhoods near Bonham Elementary School with a variety of scenarios to identify solutions to existing drainage problems. Scenarios that were evaluated included property acquisition, elevation of structures, and channel/drainage improvements with regional storm water detention ponds and enlarged secondary drainage pipes being the recommended improvements. The study recommended two (2) detention pond locations, one on the Bonham Elementary School property and the other on the rear of currently undeveloped commercial land fronting the Earl Rudder Freeway frontage road.			
<p>Freese and Nichols was selected for this design work as an extension of the work already performed with the Still Creek Watershed Study in order to leverage their knowledge of the situation and utilize the existing computer models developed as part of that study. The detention pond included in this design contract is to be located on the Bonham Elementary School property and will outfall into a proposed storm drain system to be constructed beneath Old Hearne Road. On the same City Council agenda is a separate design contract with Jones and Carter for the Old Hearne Road Reconstruction Design Project to widen and convert a portion of Old Hearne Road to a curb and gutter section. The scopes of these contracts have been coordinated such that Jones and Carter will be incorporating the results from this FNI Detention Pond Design. Freese and Nichols will be sizing the underground storm drainage system that will be included in the Jones and Carter Construction Plans since the pipe system and detention pond outlet structure need to be designed in concert with one another.</p> <p>The scope of this Engineering design contract includes preparing construction plans and specifications including detailed estimates of construction costs and attending project coordination meetings. A more detailed listing of the scope of services can be found in the contract attached to this form. The final design is expected to complete around February 2014, which puts the Old Hearne Road project on schedule to bid by Summer 2014. The estimated construction cost for the detention pond is between \$640,000 and \$800,000 depending on contingency and play slab costs discussed below.</p> <p>City staff has discussed the concept of constructing a detention pond on BISD owned land, specifically working with BISD staff, and working to draft an Interlocal Agreement (ILA) that will put forth the conditions for the detention pond to be located on BISD land. This agreement will be brought back to the City Council and the BISD School Board soon for consideration. The terms of the proposed ILA are that the land will remain owned by BISD and they</p>			

will maintain the facility. The City will construct the pond through a temporary easement and in exchange for BISD providing maintenance, the City will construct in the bottom of the pond a 75 ft by 75 ft concrete slab with basketball goals to be used as a play pad for the school kids when the detention pond is not inundated with storm water (a dual use facility). Additional benefit to the City of Bryan is that in off school hours the play slab could be used by the neighborhood.



**STAFF ANALYSIS AND RECOMMENDATION:** Staff recommends awarding the Engineering Design Contract for the Bonham Elementary Detention Design Contract for use with the Old Hearne Road Reconstruction Project, City Project Number 322-411-425-611-DE-1211, to Freese and Nichols, Inc. for the lump sum fee of \$151,808.00. Preparing the drainage design for the detention pond to work with the Old Hearne Road Reconstruction Project will bring the City a step closer to construction of improvements in infrastructure, safety and aesthetics for this area of Bryan. The funds are budgeted out of existing bond funds and these design contracts are within the budgeted allowances.

**OPTIONS (In Suggested Order of Staff Preference):**

1. Award the Engineering Design Contract
2. Do not award the Engineering Design Contract

**ATTACHMENTS:** Engineering Design Contract

**FUNDING SOURCE:** \$151,808 – 2010 Certificates of Obligation – Fund 368

**APPROVALS:** Jayson E. Barfknecht 05/16/13; Hugh R. Walker, 05/17/2013

**APPROVED FOR SUBMITTAL: CITY MANAGER** Kean Register, 05-17-2013

**APPROVED FOR SUBMITTAL: CITY ATTORNEY** Janis K. Hampton, 05-20-2013

Revised 04/2013

**CONTRACT FOR ENGINEERING SERVICES  
FREESE AND NICHOLS, INC.**

This Contract, dated \_\_\_\_\_, 2013, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Freese and Nichols, Inc.**, a corporation (the Engineer), whereby the Engineer agrees to provide the City with certain professional services as described herein and the City agrees to pay the Engineer for those services.

**1. Scope of Services**

In consideration of the compensation stated in paragraph 2, the Engineer agrees to provide the City with the professional services as described in Attachment A, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Bonham Elementary Detention Design.

**2. Payment**

In consideration of the Engineer's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Engineer according to the terms set forth in Attachment B. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract shall be a lump sum fee of One Hundred Fifty One Thousand Eight Hundred and Eight Dollars (\$151,808.00).

**3. Time of Performance**

- A. All design work and other professional services provided under this Contract must be completed by the following date: June 1, 2015. The City Engineer may agree to an extension of the time for completion. Any extension of the time for completion approved by the City Engineer, however, shall only be effective upon the execution of an instrument in writing stating the terms of the extension and signed by both the City Engineer and the Engineer. The Schedule is more fully defined in Attachment C.
- B. **Time is of the essence of this Contract.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

**4. Standard of Care, Indemnification, & Release**

- A. As an experienced and qualified design professional, the Engineer will provide services consistent with industry standards, procedures, and performances. The Engineer agrees that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, is pursuant to the industry standard of care for performance in the profession. The Engineer agrees that the Engineer will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any

defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

- B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.
- C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.
- D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- E. **Responsibility for damage claims (indemnification): Engineer shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties, as defined in Item 5 "Engineer's Insurance", shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence.**
- F. Release. The Engineer releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Engineer's negligent performance of the work. Both the City and the Engineer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

## 5. Engineer's Insurance

The Engineer agrees to maintain, on a primary basis, for the duration of this contract the insurance coverages and limits as described below. See Attachment D for insurance example. The Engineer must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect within 5 business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five business days **may cause the contract to be rejected.** The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Engineer, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Engineer under the Agreement.

- A. **Commercial General Liability Insurance** – Limit of liability not less than \$1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.
- B. **Professional Liability Insurance** – Limit of liability not less than \$1,000,000 per occurrence Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.  
  
No "claims made" policies are acceptable without prior approval by the City Attorney. If approved, coverage must be maintained for two years after the completion of this contract.
- C. **Business Automobile Liability Insurance** – Limit of liability not less than \$1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirement shall be amended to allow the Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.
- D. **Workers' Compensation Insurance & Employers' Liability Insurance** – Statutory & \$500,000/\$500,000/\$500,000. The Engineer agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Engineer shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.
- E. **Additional Insured Endorsements** The Engineer agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the worker's compensation, employer's liability and professional liability policy.

- F. **Waiver Of Subrogation** Waiver of subrogation in favor of the City of Bryan for each required policy. When required by the insurer or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.
- G. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** Engineer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.
- H. **Subcontractor's Insurance** The Engineer shall agree to cause each subcontractor employed by Engineer to purchase and maintain insurance of the type specified, provided the Engineer's insurance does not afford coverage on behalf of the subcontractor.
- I. **Certificate Of Insurance** Engineer shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Certificates and notices should be given to the City at the following address:

**City of Bryan**  
**Attn: Risk Management Department**  
**300 S. Texas Ave.**  
**Bryan, TX 77803**

**RIGHT TO REVIEW AND ADJUST** The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

## **6. Termination**

- A. The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Engineer's receipt of such notice, the Engineer shall cease work immediately. The

Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

- B. If, through any cause, the Engineer fails to fulfill its obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.
- C. No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

**7. Miscellaneous Terms**

- A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan  
Attn: W. Paul Kaspar, P.E.  
P.O. Box 1000  
Bryan, Texas 77805

Freese and Nichols, Inc.  
Attn: Scott Hubley, P.E.  
4055 International Plaza, Ste. 200  
Fort Worth, Texas 76109

- C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- D. This Contract represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- E. This Contract and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.
- F. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Party of the First Part  
**CITY OF BRYAN, TEXAS**

**Approved as to Form:**

\_\_\_\_\_  
Janis K. Hampton, City Attorney

Prepared and Recommended:

\_\_\_\_\_  
W. Paul Kaspar, P.E., City Engineer

**Approved for Processing:**

\_\_\_\_\_  
Jayson Barfknecht, P.E., Ph.D.  
Director of Public Works

\_\_\_\_\_  
Kean Register, City Manager

**Approved:**

By: \_\_\_\_\_  
Jason P. Bienski, Mayor

Attest:

By: \_\_\_\_\_  
Mary Lynne Stratta, City Secretary

**Date:** \_\_\_\_\_

Party of the Second Part  
**FREESE AND NICHOLS, INC.:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Principal  
Date \_\_\_\_\_  
Firm's License No. F-2144

\_\_\_\_\_  
Witness

## **ATTACHMENT “A” SCOPE OF SERVICES**

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, “ENGINEER” is expanded to include any sub-consultant, including surveyor, employed or contracted by the ENGINEER.

### **OBJECTIVE**

The project is defined as Bonham Elementary Detention Design and includes the preliminary and final design of a surface detention pond recommended during the Still Creek Watershed Study, completed by Freese and Nichols, Inc. (FNI) for the City of Bryan in February 2012. The surface detention pond is to be located on the Bonham Elementary School property and will outfall into a proposed storm drain system beneath Old Hearne Road. The City is planning a roadway project to widen and convert Old Hearne Road to a curb and gutter section. The roadway and storm drain improvements are being designed by another consultant. This contract includes analysis of the storm drain system but the construction drawings interface between the roadway storm drain system and the detention pond outfall will occur at the Old Hearne Road Right of Way.

### **WORK TO BE PERFORMED**

#### **BASIC SERVICES**

- Task 1. Design Management
- Task 2. Preliminary (50%) Design
- Task 3. Final (95% and 100%) Design
- Task 4. Bid Phase Services
- Task 5. Construction Phase Services

#### **SPECIAL SERVICES**

- Task 6. Drainage Study
- Task 7. Geotechnical Recommendations
- Task 8. Public Meeting
- Task 9. Easement Coordination

### **BASIC SCOPE OF SERVICES**

The basic scope of services proposed for this project includes the following:

#### **TASK 1. DESIGN MANAGEMENT.**

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER’s and CITY’s time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY’s Project Manager and others as necessary to make progress on the work.

##### **1.1. Managing the Team**

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work

- Communicate internally among team members
- Task and allocate team resources

## 1.2. Communications and Reporting

- Attend a pre-design project kickoff/chartering meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct and document project update meetings with CITY Project Manager.
- Conduct review meetings with the CITY at the end of each design phase.
- Conduct and document internal design team meetings.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates as necessary.
- Coordinate with other agencies and entities such as the roadway consultant or school representatives as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design.

### **ASSUMPTIONS**

- Assumes Project Kickoff, 50%, 95%, and 100% design review meetings with project manager and project engineer in attendance.
- Assumes three (3) additional project coordination meetings with CITY, School District, and/or roadway consultant to be conducted by phone conference.
- Assumes twelve (12) month project schedule for progress reports and invoicing.

### **DELIVERABLES**

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Baseline design schedule

## **TASK 2. PRELIMINARY DESIGN (50 PERCENT).**

The detention design will be based on the conceptual design prepared by FNI during the Still Creek Study. It is understood that only a portion of the recommended detention facility will be constructed at this time, therefore revisions to the conceptual design are necessary. ENGINEER will develop the preliminary design of the infrastructure as follows.

### 2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, agencies (such as TxDOT and railroads), CITY Master Plans, CITY drainage complaint files,

existing applicable drainage studies, FEMA floodplain and floodway maps, existing models of project area (if any) and property ownership as available from the Tax Assessor's office.

- ENGINEER will make up to two (2) visits to the site to observe and document existing conditions and aid in the design of the detention pond. It is assumed that these site visits will be made in conjunction with other meetings with the City to reduce travel expenses.
- ENGINEER will coordinate with roadway consultant to obtain field survey. ENGINEER will process survey and incorporate it into a format suitable for use in construction drawings. No field survey services are included in this scope of services.

## 2.2. Preliminary Design Drawings

- Sheet List for Preliminary Drawings to include the following:
  - Drainage Sheet Index and General Notes
  - Drainage area map
  - Drainage calculation sheet
  - Site plan/horizontal control for the detention pond
  - Grading plan for the detention pond
  - Plan and profile drawing for the pond outlet structure
  - Standard and special details for the pond

### **ASSUMPTIONS**

- Area of design is limited to detention on Bonham Elementary School property.
- SUE is not anticipated to be needed. SUE may be provided by Engineer as an additional service if necessary.
- Pond will be designed to avoid existing water and sewer lines. Design of water and sewer relocations will be considered an additional service.
- Two (2) 11x17 Half Size Sets and One (1) PDF set of design drawings will be provided for City review
- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

### **DELIVERABLES**

- A. 50% Preliminary Design Drawings
- B. 50% Cost Estimate

## **TASK 3. FINAL DESIGN (95 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).**

Upon approval of the Preliminary plans, ENGINEER will incorporate CITY comments on preliminary construction plans and prepare final construction plans as follows:

- Final draft construction plans and specifications shall be submitted to CITY per the approved Project Schedule.
- The ENGINEER shall submit a final design estimate of probable construction cost with the final design plans submitted.
- Following a 95% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- FNI will coordinate final drawings and specifications with roadway consultant.
- It is assumed that the majority of the contract documents will be prepared by the roadway consultant. FNI will prepare bid quantities for the detention pond and technical specifications in a format suitable for inclusion in the bid documents.
- Final Sheet List anticipated to include the following:
  - Drainage Sheet Index and General Notes
  - Drainage area map
  - Drainage calculation sheet
  - Site plan/horizontal control for the detention pond
  - Grading plan for the detention pond
  - Plan and profile drawings for the pond outlet structure
  - Pond cross section sheets showing earthwork quantities
  - Standard and special details for the pond
  - Vegetation/Planting plan
  - Erosion control plan and details

#### **ASSUMPTIONS**

- 2 half size 11x17 and 2 full size 22x34 drawings and 1 copy of the project specifications will be delivered for the 95% design. 1 PDF copy of the project drawings and specifications will be provided.
- 1 full size 22x34 drawings and 1 copy of the project specifications will be delivered for the 100% design. 1 PDF copy of the drawings and specifications will be provided.
- It is assumed that the pond surface will be restored to a base condition with a grassed bottom. The pond will be designed such that recreational improvements may be added to the pond in the future by the school, but design of recreational or athletic facilities is not included in this scope of services.

#### **DELIVERABLES**

- A. 95% construction plans specifications.
- B. 100% construction plans and specifications.

- C. Detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities.

#### **TASK 4. BID PHASE SERVICES.**

ENGINEER will support the bid phase of the project as follows.

##### 5.1. Bid Support

- The ENGINEER shall provide plans to City in PDF format. It is assumed that the City or roadway consultant will sell plans to potential bidders.
- FNI will answer questions from potential bidders and prepare addenda if necessary.
- Incorporate all addenda into the contract documents and issue new drainage sheets for inclusion in conformed set.

#### **ASSUMPTIONS**

- Primary bid phase services (distribution of plans, issuing complete addenda, tabulating bids and recommending award) will be performed by roadway consultant. FNI will assist as needed for drainage portion of bid.
- The project will be bid only once and awarded to one contractor.
- 3 sets of conformed plans and specifications will be delivered to the CITY and made available by PDF. The conformed plans shall consist of three half size 11x17 drawings.

#### **DELIVERABLES**

- A. Addenda
- B. Conformed construction documents

#### **TASK 5. CONSTRUCTION PHASE SERVICES.**

##### 6.1 Construction Support

- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents. It is expected that these services will be provided by email and phone calls.

#### **ASSUMPTIONS**

- Assumes 2 RFI reviews

#### **DELIVERABLES**

- A. Response to Contractor's Request for Information

## **SPECIAL SCOPE OF SERVICES**

The special scope of services proposed for this project includes the following:

### **TASK 6. DRAINAGE STUDY**

FNI will conduct drainage study and prepare conceptual design for the proposed detention pond and roadway storm drain system as follows:

- ENGINEER will update existing digital models of the proposed detention pond to reflect the proposed design. The detention pond storage rating curve will be revised to reflect the proposed footprint. The outlet structure rating curve will be updated to provide efficient use of the available pond volume and reduction of peak discharges.
- Because the storm drain trunk line and the detention pond will function as an integrated system, FNI will model the trunk line and detention pond in a combined hydraulic model. FNI will analyze the operation of the trunk line and develop a conceptual design for the storm drain. FNI will also develop proposed inlet sizes and spacing and lateral sizes. FNI will document the analysis of the storm drain system with a technical memorandum. It is anticipated that the roadway consultant will use this information to prepare design drawings. FNI will update the hydraulic model up to one (1) time to reflect changes to the storm drain design. FNI will document the design calculations in a manner suitable for inclusion on the construction drawings. This scope does not include preparation of construction drawings for the storm drain system.
- The Storm Drain Study will include the entire roadway project scope along Old Hearne Road, Wilhelm Street from Old Hearne to Missouri Avenue, and Wilkes Street from Old Hearne to Highway 6.

### **DELIVERABLES**

- A. Technical Memorandum documenting storm drain trunk line sizing

### **TASK 7. GEOTECHNICAL INVESTIGATION**

FNI will assist with the geotechnical investigation and make recommendation for the detention pond design as follows:

- It is assumed that the roadway consultant will be performing geotechnical investigations in support of the roadway design. In an effort to promote consistency and efficiency for the CITY, FNI will rely on roadway consultant to perform geotechnical investigations for the detention pond.
- ENGINEER will coordinate with roadway consultant to perform geotechnical investigations on the site. ENGINEER will provide a map for boring locations within the limits of the detention pond. FNI makes the following assumptions regarding the geotechnical investigations:
  - Four (4) 30 ft borings will be completed within the pond footprint.
  - Detailed logs of borings will be provided with field penetration tests for sand and for rock and undisturbed samples for clay, as appropriate.
  - Laboratory tests to include up to 15 Atterberg limits and minus 200 mesh sieves, and up to 20 unconfined compression tests, if undisturbed samples are provided.

- A strength test for each 5 feet of boring will be provided.
- Drilling will proceed according to standard exploratory drilling procedures such as careful notes on water observations, material types, or any specific observations that would aid FNI in defining the subsurface.
- FNI will coordinate with the geotechnical driller during the field work if needed.
- ENGINEER will evaluate the existing soils and make recommendations for pond construction as necessary. FNI will document our geotechnical recommendations in a technical memorandum.

**DELIVERABLES**

- A. Technical Memorandum documenting geotechnical recommendations

**TASK 8. PUBLIC MEETING**

FNI will assist with a public meeting for the for the detention pond design as follows:

- After the preliminary plans have been reviewed and approved by the CITY, the ENGINEER shall prepare project exhibits, and attend public meeting to help explain the proposed project to residents. The CITY shall select a suitable location and mail the invitation letters to the affected citizens.

**DELIVERABLES**

- A. Public Meeting exhibits

**TASK 9. ROW/EASEMENT SERVICES.**

ENGINEER will support and perform activities related to ROW and easements as outlined below.

9.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.

9.2 Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare digital linework for proposed easements and provide to roadway consultant. It is assumed that roadway consultant will prepare legal documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- It is assumed that one (1) permanent easement and one (1) temporary easement will be prepared for the school property.

**ASSUMPTIONS**

- Right-of-Way research includes review of property/right-of-way records based on current internet based Brazos Appraisal District information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

## **DELIVERABLES**

- A. Easement linework in digital AutoCAD format.

## **ADDITIONAL SERVICES**

**Additional Services not included in the existing Scope of Services** – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

1. Negotiation of easements or property acquisition.
2. Services related to development of the CITY's project financing and/or budget.
3. Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
4. Construction management and inspection services
5. Performance of materials testing or specialty testing services.
6. Services necessary due to the default of the Contractor.
7. Services related to damages caused by fire, flood, earthquake or other acts of God.
8. Services related to warranty claims, enforcement and inspection after final completion.
9. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
10. Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
11. Surveying or SUE services other than those stated above
12. Design of other surface detention or other drainage improvement projects within the Still Creek Watershed
13. Preparation of USACE 404 Permits, FEMA (CLOMR or LOMR) submittals



longevity payments, sick leave, vacation and holiday pay applicable thereto. (Salary Cost is equal to 1.632 times payroll. This factor is adjusted annually).

Other Direct Expenses

Actual Cost Times Multiplier of 1.15

Other direct expenses shall include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Rates for In-house Services

Technology Charge

\$8.50 per hour

Bulk Printing

Black and White \$0.10 per copy

Color \$0.50 per copy

Binding \$5.75 per book

**These rates will be updated annually.**

**ATTACHMENT “C”  
PROJECT SCHEDULE**

**SCHEDULE:**

Anticipated Notice to Proceed for Design:  
May 2013

Anticipated Final Completion for Design:  
February 2014

Contract Completion:  
(360 calendar days from the Anticipated Final Completion for Design):  
February 2015

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

**ATTACHMENT “D” -THE CITY OF BRYAN INSURANCE REQUIREMENTS**