

March 26, 2021

Kathryn Woodlee, PE, CFM
Public Works Director/City Engineer
City of Schertz

Re: Proposal for Professional Services
Schertz Roadway IFEE, Small Area Update

Dear Ms. Woodlee:

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to the City of Schertz (City) to perform technical services for proposed amendment to the 2017 Roadway Impact Fee (IFEE) program to accommodate annexations. The scope in this proposal is in response to review of proposed annexations subsequent discussion with City staff.

BACKGROUND

Through the City's fee authority and transportation infrastructure coordinating processes, there may be proposed revisions to the impact fee program such as revising service area boundaries, and to bring city policy into line with Chapter 395 of the Texas Local Government Code. The Impact fee program work affected by the amendment could include: amendment of roadway service area maps, incorporation of additional roadway capital improvement projects, analysis of capacity and utilization of project additions, use of relevant traffic data collected by the city, and potential recalculation of cost per service area. It is understood that no changes to the program Land Use Assumptions will be undertaken at this time. It is also understood that the study and program policy effort will need to be coordinated through the Capital Improvements Advisory Committee in a meeting, with subsequent public hearing with Schertz City Council. The City of Schertz requested FNI prepare a proposal to assist with these efforts, approximately.

EXHIBIT A - SCOPE OF SERVICES (BASIC SERVICES)

FNI will render professional services as detailed in the attached scope of work (Attachment A).

EXHIBIT B - TIME OF COMPLETION

As noted in Exhibit A, FNI will substantially complete the technical work within 45 days of notice to proceed and analysis of all necessary design documentation. FNI proposes to complete adoption support assistance, within an additional 8 weeks contingent on public meeting scheduling and noticing. Total project timeframe is proposed to be 4-5 months, in total. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days delay.

DESIGNATED REPRESENTATIVES

FNI designates the following representatives:

FNI's Project Manager

David Paine, AICP, PTP
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: 512-617-3107
E-mail: David.Paine@freese.com

FNI's Accounting Representative

Stephanie Kirchstein
2711 North Haskell Ave., Suite 3300
Dallas, TX 75204
Phone: 214-217-2212
E-mail: Stephanie.Kirchstein@freese.com

EXHIBIT C - COMPENSATION

FNI proposes to furnish our services as described herein on a time and materials basis in accordance with Attachment CO, "Compensation". The total fee shall be dependent on the nature of the services but shall not exceed \$13,350. FNI will perform the services covered within this document up to the contract amount. If additional effort is needed for an assigned review, FNI will communicate the need for a supplemental at that time.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us.

Sincerely,

FREESE AND NICHOLS, INC.



David Paine, AICP, PTP
Project Manager
512-617-3107



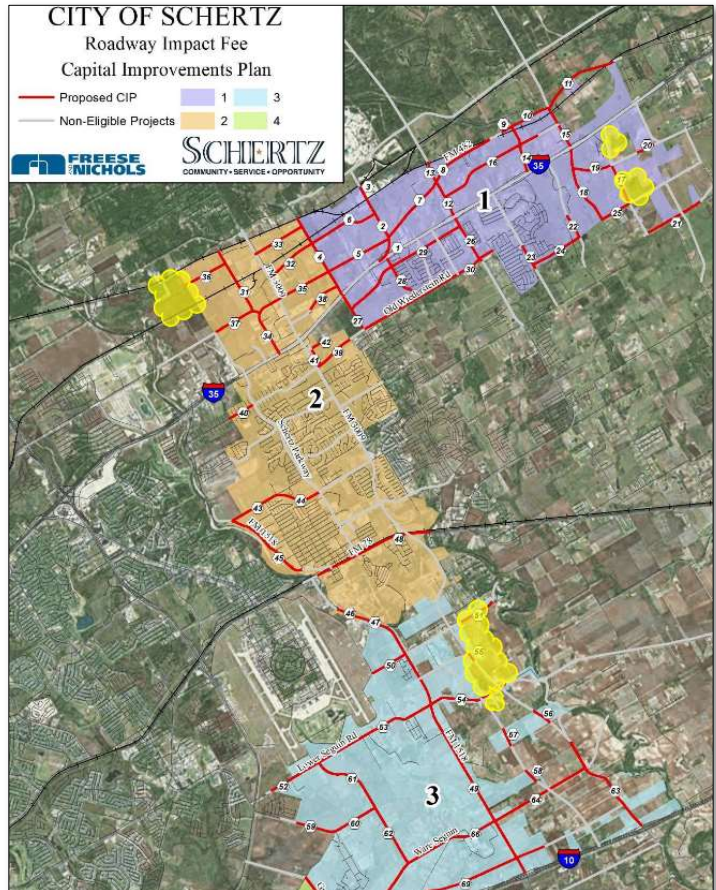
Edmund Haas, AICP
Vice-President
214-217-2321

Exhibit A
Schertz Roadway Impact Fee Small Area Update
Amendments to 2017 Program for Annexations and CIP Amendments
Scope of Services

Project Understanding: To amend the roadway impact fee program to incorporate recent annexations into the City and update the capital improvements plan to enable the collection of impact fees from new development consistent with the requirements of Chapter 395 of the Texas Local Government Codes. Roadway service areas affected by the annexations include Service Areas 1, 2, and 3.

Impact fee program work affected by the amendments include amendment of roadway service area maps, incorporation of additional roadway capital improvement projects, analysis of capacity and utilization of project additions, collection of relevant traffic data, and calculation of the cost per service unit. No changes to the program Land Use Assumptions will be undertaken.

A technical memorandum documenting the program additions, associated cost elements, analyses and cost per service unit calculations will be provided for the affected service areas within the city. The study will be coordinated through the Capital Improvements Advisory Committee Meeting and culminate with a public hearing with the City Council.



Freese and Nichols (FNI) will render the following professional services in connection with the development of the Project:

TASK 1.0 DATA COLLECTION

With the affected annexations, the City has identified project additions for incorporation into the impact fee program. Impact fee project additions may require traffic count data that the City will assist in providing. Newly annexed areas will be incorporated into appropriate roadway service zones. Other relevant data collection include:

- Project data for length, number of lanes and functional class,
- PM peak hour directional traffic counts (the City will provide as needed), and
- Project cost estimates for; construction, engineering, right-of-way and debt service. Appropriate allocation will be made to consider city limits and split service area boundaries. FNI will use available project cost data prepared for other city planning initiatives.

The city will assist with the provision of GIS shapefile data of newly incorporated city limits and any other available cost data. Following completion of data collection, updated data will be compiled into a database for use in subsequent cost per service unit calculations (Task 2).

Task Products:

- 1.1 Incorporation of newly annexed areas into respective roadway service boundaries.
- 1.2 Relevant data collection and CIP project cost estimates.
- 1.3 Identify PM peak hour directional count data for data collection by the City.
- 1.4 Reduce data into impact fee database format.

TASK 2.0 UPDATE IMPACT FEE DATABASES AND COST PER SERVICE UNIT CALCULATION

With newly acquired data, update program databases for project data including capacity, utilization and excess capacity. Project data additions will be consistent with previous database requirements. Project cost estimates will be incorporated and associated cost per service unit calculated by appropriate service area.

As this program amendment will not include update to land use assumptions, previously prepared growth forecasts will be use for the cost per service unit determination.

Task Products:

- 2.1 Update roadway inventory database for project data (project name, length, number of lanes, functional class, roadway type), capacity, utilization and excess capacity.
- 2.2 Incorporate project cost estimates, assign costing to appropriate service areas.
- 2.3 Calculate respective maximum cost per service unit.

TASK 3.0 TECHNICAL DOCUMENTATION

FNI will prepare a technical memorandum documenting methodology and findings of the program amendments. A draft memorandum will be prepared for initial staff review/comment prior to submission to the Capital Improvement Advisory Committee (CIAC) and subsequent public hearing process. Subject to staff review, one consolidated set of comments will be provided to FNI to address and provide one final technical memorandum for submission to the public hearing process. One electronic copy (PDF format) will be provided for the city to reproduce as necessary.

The City will lead and be responsible for amendments to appropriate ordinances with the results of the updated technical analysis/memorandum. FNI will support with the preparation of necessary tables or exhibits for incorporation into ordinance amendments.

Task Products:

- 3.1 Preparation of initial draft and final technical memoranda (PDF format) for use with CIAC and in public hearings process.

TASK 4.0 MEETINGS

To expedite the amendment process, technical work will be initiated immediately with results communicated with City Staff via virtual meetings. Meetings to be conducted as part of this amendment include;

- One (1) meeting with the CIAC. Technical work prepared will be completed in advance of the meeting. The CIAC will be expected to review and comment on program amendments and subsequently file a written letter with the City Council for public hearing for potential

amendments to the program. Appropriate PowerPoint presentation materials will be prepared for the meeting. Any additional meetings with the CIAC will be on a time and expense basis.

Chapter 395 requires a Public Hearing to be held to discuss proposed amendments as well as adoption of amended ordinances. Per direction from the City, City Staff will lead the public hearing process for proposed program amendments. FNI will assist in compiling appropriate materials in the form of a PowerPoint presentation. Should FNI assistance be needed at the Public Hearing, it will be on a time and expense basis.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Technical work within 45-days (assumes April 1st start) to facilitate a CIAC meeting on May 12th or June 9th and a City Council Public Hearing on July 13, 2021. Key assumptions include:

- City assistance with Council Resolution noticing of an update on May 25, 2021
- City assistance with public noticing in the newspaper by June 11, 2021
- City adoption of ordinance on July 13 and/or not later than July 27, 2021

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

COMPENSATION

The total fee for these services shall be a lump sum fee of Thirteen Thousand Two-Hundred Fifty Dollars (\$13,350.00). If additional services are needed, FNI will notify the City for the City's approval before proceeding. Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

RESPONSIBILITIES OF CITY

City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project
- B. As the City of Schertz will serve as a conduit for information, the City shall provide information pertaining to applicable ordinances, studies, available data or development plans. If data is required from other public agencies or applicants for development, the City will assist in making requests for such data. When possible, electronic information should be obtained for purposes of overlaying such data with other information in geographic information systems (GIS).
- C. FNI will coordinate with City Staff with respect to count locations.
- D. Coordinate meeting times and places, including notifying appropriate committees and council.
- E. Review and comment on Consultant analyses and technical memorandum.
- F. Publish all public hearing notices, including all notices required in the newspaper.

- G. Provide updated city limits data in electronic GIS format files.
- H. Provide data of existing roadways (arterial and collector streets) within the city limits. Specific information required for the inventory includes the following:
- Roadway name
 - Roadway type (divided, undivided, arterial, collector, etc.)
 - Existing number of lanes
- I. Any historic roadway unit cost information and, if available, projected total roadway costs for proposed impact fee projects. Project cost should be broken into construction, engineering, right-of-way and debt service. Any previous collections by the City should also be submitted. Engineering unit cost information should resemble facility types depicted on the City Thoroughfare Plan. Historic costs should be provided for the development of unit cost data for costs estimates and/or those projects intended for recoupment.
- J. Arrange for access to and make all provisions for FNI to enter upon public facilities as required for FNI to perform services under this Agreement.
- K. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- L. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request about legal issues pertaining to the Project.

COMPENSATION

<u>Position- Freese and Nichols</u>	<u>Hourly Rate</u>
Professional - 1	113
Professional - 2	137
Professional - 3	165
Professional - 4	190
Professional - 5	209
Professional - 6	253
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	157
Intern/ Coop	57
Senior Advisor	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour)
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)
	Large Format (per sq. ft.)			Water Quality Meter (per day)
	Bond	\$0.25	\$0.75	Microscope (each)
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day)
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day)
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day)
	Binding (per binding)	\$0.25		Flushing / Cfactor (each)
				Backpack Electrofisher (each)
				<u>Survey Grade</u>
				Drone (per day) \$200
				GPS (per day) \$150

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.05. They include outside print reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work re be done by independent persons other than staff members, these services will be billed at a cost times a multiple For Resident Representative services performed by non-FNI employees and CAD services performed In-house b employees where FNI provides workspace and equipment to perform such services, these services will be billed times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same services.

These rates will be adjusted annually in February.

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