

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Schertz, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Comprehensive Plan Update.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$240,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is July 20, 2022.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF SCHERTZ, TEXAS

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the **City of Schertz (Client)** in connection with the development of the Project, described as: Comprehensive Plan Update.

PROJECT UNDERSTANDING:

The Comprehensive Plan Update will serve as the primary document for planning the City of Schertz's growth and will be the basis for various policies, initiatives, and funding priorities to be considered by the City. The Comprehensive Plan Update will focus on four (4) areas and provide future land use guidance. The plan will also establish their long-term vision and develop recommendations to assist the City in planning for the future an assessment and any necessary updates to the Thoroughfare Plan will be made, as well as updates to the Parks Plan, like integrating the trails plan.

The Comprehensive Plan will identify concerns based on an assessment of the identified focus areas' current conditions, future growth and developmental issues, proposed policies, initiatives, and implementation goals to accomplish the overall vision and direction of the City. The planning process will include participation of City leadership and stakeholders in the community. The following is intended to provide, in more detail, the elements and tasks that would be involved in the Comprehensive Plan Update.

PROJECT ASSUMPTIONS:

1. The City will appoint a Comprehensive Plan Advisory Committee (CPAC) to help guide FNI and the City throughout the comprehensive planning process. The City will determine composition of the CPAC. FNI will provide guidance and feedback on the potential Committee members.
2. The Assistant City Manager of Schertz, Brian James, will serve as the City contact person to work with FNI and to act as an intermediary with FNI, the CPAC, and other city, county and state government staff persons as required. FNI will take direction from the City-appointed contact person.
3. The City will coordinate project contacts, meetings and the transfer of necessary information from the City and other organizations/entities as necessary for this effort.
4. The City will coordinate arrangements for locations, setup, refreshments, and notifications and advertising for all stakeholder, focus group and community outreach events. FNI will assist with flyers, e-mail blasts, advertisements and other electronic media used in advertising, including content creation.
5. The City will provide information from all previous and current studies and projects (as available) that may affect the outcome of the Comprehensive Plan. This information will be provided in digital format when possible and available. A list of previous and current studies and projects will be discussed at the project kickoff meeting.
6. The City will provide FNI with the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
7. Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

8. This scope identifies a specific number of meetings. Any significant additions to that number of meetings will be considered a change in scope and may increase the project cost.
9. All deliverables will be provided electronically in the native format in which they were prepared as well as PDF format. The plan will be prepared using Adobe InDesign. Ten (10) bound copies of the final document will also be provided.

SCOPE OF SERVICES:

Task A: Input, Engagement and Meetings

A1. Project Kickoff Meeting and Focus Areas Tour

Prior to initiating work, FNI will facilitate a project kickoff meeting with City staff to review project scope, goals, project team members, schedule, issue identification, and project expectations. FNI will provide City staff with a data request memorandum identifying data needs for the Comprehensive Plan Update. Recommended attendees include City staff and others that will guide the process, findings and recommendations. We will discuss the following items:

- Project vision and goals
- Priorities of Comprehensive Plan elements
- Comprehensive Plan input, community engagement details and strategies
- Project expectations

Following the project kickoff meeting, a staff-led tour of the four (4) focus areas will be conducted and any other key areas and sites that should be considered or addressed in the Comprehensive Plan. The City will provide a meeting location and will notify attendees of the location and time for the meeting.

A2. Staff Progress Meetings

The Freese and Nichols Team will meet with City staff periodically throughout the project to discuss project progress, key action items and responsibilities, and project schedule. These meetings will take place through standing conference calls to be determined by the Client and the Freese and Nichols Team. The project's progress and status will also come through monthly status updates that summarize progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which will require input from or discussion with the City. Outside of scoped project meetings, conference calls with City staff will be scheduled as needed.

A3. Comprehensive Plan Advisory Committee (4 Meetings)

The Comprehensive Plan Advisory Committee (CPAC) will be formed by the City of Schertz and facilitated by the Freese and Nichols Team. The CPAC will be composed of City Council and the Planning and Zoning Commission and has the primary responsibility of guiding the activities of the plan update, providing input into the process. The Freese and Nichols team will meet with the CPAC at key points during the planning process to discuss existing conditions, community input, key issues related development, plan recommendations and implementation. The City will be responsible for providing a venue for the CPAC meetings and will notify committee members of meeting dates and times. The Freese and Nichols Team will provide agendas and materials for discussion at each meeting. The Freese and Nichols team will participate in four (4) CPAC meetings throughout the project to update the Committee and get feedback on the process, recommendations, and draft plan. Taking into consideration the fluid environment surrounding COVID-19, FNI is prepared and has successfully led and managed virtual CPAC meetings, if needed. Meeting formats should be determined during Task A1. Project Kickoff Meeting and Focus Areas Tour.

A4. Community Engagement Events

The Freese and Nichols Team will facilitate one (1) community engagement event for the public to share information about the project, gather community input, and generate further support for the Comprehensive Plan Update. The event could be in the form of a pop-up (i.e., input table outside of City Hall, active community businesses, or another venue), a civic group luncheon, community event, virtual meeting, or open house. The purpose will be to inform and engage the public in the planning process. Specifically, the event will explain the planning process, provide an update on the work completed to date, solicit input and feedback, and answer questions of concern and interest expressed by residents and business interests. A variety of engagement tools can be used during the process and will be discussed with City staff during the project kickoff. The community engagement event will occur near the beginning of the planning process. If there are any constraints on gathering in large numbers because of the COVID pandemic, FNI can structure opportunities for virtual engagement using websites, self-guided exhibits, online community surveys and a virtual community meeting that may be broadcast live as well as recorded to ensure the project is accessible by as many people as possible and that engagement is broad and diverse. The Freese and Nichols team will facilitate the community engagement event. Meeting space and location to be determined and hosted by the Client.

A5. Focus Groups

Stakeholders have a personal stake in communities, and their input and insight are critical in a comprehensive planning process. FNI will facilitate up to five (5) focus group meetings with organizations/entities selected by the Client. These meetings will be held over a one day. Suggested stakeholders to engage should be determined during Task A1. Project Kickoff Meeting and Focus Area Tour.

A6. Community Survey and Interactive Engagement

The planning team will develop a community survey with the assistance of the Client. A non-traditional online survey tool will be utilized that uses interactive visual screens, accessible through the web and mobile devices. Online surveys combine education and data collection, allowing for a unique user experience. Interactive engagement tools can be used for priority ranking, budget allocations, tradeoffs and map markers just to name a few features. Data can be easily analyzed and quantified, helping to support the comprehensive plan's recommendations. The planning team can utilize engagement tools such as Social Pinpoint or MetroQuest to acquire specific input to assist in developing detailed recommendations.

A7. Project Website, Social Media and Comprehensive Plan Branding

A Comprehensive Plan Update project website will be created or hosted by the City to provide information on the process, a list of events, and information such as presentations and graphics as they are developed. The project website will be used to host the online community survey, advertised primarily during the beginning of the project, or as needed throughout the project. Hosting and post-study maintenance for the website will be determined in collaboration with the City. We will also utilize the City's Facebook and any other City social media accounts to keep the community informed of project updates, events, and to provide information on the importance of planning. A branding logo and tagline for the comprehensive plan will be developed with input from City. The logo will be used on all communications and materials to encourage excitement over the plan and future planning implementation.

A8. City Council and Planning Commission Engagement and Adoption

It is important for City leadership to be engaged and informed during the planning process. The plan will develop recommendations that will inform policies City Council (CC) and the Planning and Zoning Commission (P&Z) will interact with in the future. Therefore, the planning team will receive input from these governmental groups during the planning process. At the conclusion of the project, the planning team will attend and present the final comprehensive plan at up to two (2) recommendation/adoption meetings for City Council and P&Z.

Summary of Task A Deliverables:

- Facilitate and develop materials for project kickoff meeting and attend staff-led city tour (1)
- Facilitate staff progress meetings (on-going during the project)
- Facilitate and develop materials for four (4) CPAC meetings
- Facilitate and develop materials for one (1) community event
- Facilitate and develop materials for up to five (5) focus groups over one day
- Develop and set up a community survey through an interactive engagement tool
- Attend and present comprehensive plan recommendations to both City Council and P&Z adoption meetings (two (2) meetings)
- Develop and maintain project website or provide content for city-hosted web page and social media
- Create comprehensive plan branding logo/tagline

Task B: Community Snapshot and Existing Conditions

B1. Update Baseline Analysis

The Baseline Analysis is intended to provide background information about the City of Schertz. The components that are included within the *Baseline Analysis* will allow everyone involved in the planning process, including the planning team, City leadership, and residents, to have a clear understanding of the City and its existing social, economic, existing land use, and neighborhood characteristics.

FNI will update selected baseline information in the Comprehensive Land Plan found in Chapter 3 | Community Profile as needed. The planning process, community survey results, community snapshot and demographic data is content to be reviewed and updated during the planning process. New and updated plans and studies will also be integrated to help form the planning context, such as the Master Thoroughfare Plan and the Parks and Recreation Master Plan.

Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City. The population projections utilized within the Future Land Use Plan and the other components of the Comprehensive Land Plan will be derived from this information. Population projections will also be compared to those prepared for the area by other agencies such as the Texas Water Development Board and Alamo Area Metropolitan Planning Organization.

B2. Update Existing Land Use Analysis

The relationship of existing and future land uses will shape the character and quality of life of the community. To assess the City's future land use needs, an analysis of past land use trends and present land use patterns are vital. The existing land use content and map will be updated to reflect the city's current land uses. An assessment of the land use characteristics will be evaluated once data gathering has been completed.

B3. Planning Context

An understanding of the planning context will help to set the framework for which general planning decisions can be made. The following are elements to be documented to establish the planning context:

- Evaluate existing planning documents
- Review past and ongoing planning efforts conducted by the City
- Coordinate with ongoing updates to other plans

Summary of Task B Deliverables:

The Community Snapshot Analysis will be a draft Plan element of written information, supported with charts, tables and other graphics depicting the above information, explaining the importance, patterns and meaning of the facts as they relate to Schertz and the Comprehensive Plan. This will include the following:

- Demographic snapshot
- Existing land use analysis
- Physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development
- Planning context that addresses external issues, influences and past planning efforts which all impact the comprehensive planning efforts

Task C: Market Snapshot

C1. Demographic and Economic Conditions

The planning team will identify market opportunities for the greater Schertz market that allow for consideration of the 'place' Schertz has in the local sub-regional market while providing the client with a technical and analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, we will build upon the City's existing demographic data, past studies and any other studies prepared for the City and/or other economic development groups and will collect psychographic and market data related to population, household, age, ethnicity and income characteristics; consumer spending; taxable revenue; visitor and convention information; and select economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions, as well as model the impacts of various growth scenarios.

- Review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau and other sources as may be necessary and/or applicable
- Incorporate population projections from the City, MPO, ISDs, County, and/or Texas Water Development Board to establish forecasts for population growth in 5-year increments through the year 2040
- Collect information from City staff documenting progress implementing prior plan actions to understand which previous plan goals and objectives remain community priorities
- Identify strengths, weaknesses, key challenges, and opportunities
- Calculate baseline existing land uses (for lands within City limits, lands outside City limits but within the ETJ, and for entire Planning Area) based on development densities and intensities

C2. Market Demand Analysis

Undertake five-, ten- and 20-year horizon market analysis with detailed housing and retail/commercial activation assessment. (This process will explore capacity for retail, office, and other commercial demand sectors). This process will also explore the absorption potential for various uses by velocity, synergies with mixed-uses and associated context created by various scales and designs.

Summary of Task C Deliverables:

- Develop market demographics and economic conditions
- Market demand analysis

Task D: Guiding Principles

D1. Guiding Principles

The foundation of the Comprehensive Plan Update will be defined through the guiding principles and goals. The plan recommendations and implementation result from the Comprehensive Plan's guiding principles and goals, which support the community's vision. FNI will develop guiding principles/goals based on analysis, community input and feedback received at the beginning of the process.

Summary of Task D Deliverables:

- Development of guiding principles to assist in recommendations and formation of implementation strategies

Task E: Future Land Use and Economic Strategy

E1. Future Land Use/Development Types and Projections

A key component of the Future Land Use Plan is the definition and discussion of future land use types, including any new land use types that may be applicable within the City. Discussions of the types of land uses will include associated character guidelines and preferred locations. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map described below.

E2. Future Land Use Plan Focus Areas

The Future Land Use Plan is a policy document which is intended to guide City staff and officials as they make decisions on where, when and how the City should grow and redevelop. The development of a future land use plan will ensure a cohesive and unified vision for Schertz is presented to developments and property owners as future development and redevelopment occurs within the community. FNI will develop a future land use plan for four focus areas that will consider existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill, and redevelopment opportunities, and integrate them into a graphic depiction of the community's future. As the planning team assesses future land uses, we will identify four (4) focus areas for an assessment that may explore potential site development and land use. Focus areas are unique places or having the potential to become a unique area through specific strategies, incentives or location. The existing conditions and factors to consider will be evaluated, and a vision for each area will be identified with general strategies to achieve the vision outlined.

E3. Future Land Use Plan Map

The Future Land Use will depict color-coded land uses within the City's planning area. The map will consider the following:

- Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
- Location of environmentally sensitive areas or barriers that should be considered when making future development decisions.
- Location of future land uses along major transportation corridors along with associated intensities.
- Economic productivity through development and redevelopment strategies.
- Compatibility of adjacent uses and contexts to provide thoughtful transitions and buffering.
- Alignment with current zoning designations and anticipated future zoning trends.

E4. Economic Strategy

The Economic Strategy will focus on the range of policies and actions that serve to strengthen the community's business and visitor climate. It will assess all aspects of the community that serve to advance or deter the City's economic development objectives and speak to both greenfield/infill conditions and redevelopment. Strategies will address opportunities related to non-residential land uses, such as retail, office, industrial, hotel/lodging, and entertainment. Housing will also be addressed within this component since the future housing mix needs to be consistent with the jobs base. Additionally, a high-level fiscal analysis will be performed for the catalytic area scenarios to evaluate the fiscal implications of either path for development, and to establish recommendations for potential changes in the future.

Summary of Task E Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information. This will include:

- Future Land Use Plan and land use categories
- Economic strategy and high-level fiscal analysis
- Recommendations for future zoning changes to ensure alignment with the future land use map

Task F: Transportation and Mobility

F1. Future Land Use and Thoroughfare Plan Alignment

Alignment of future land use with transportation infrastructure will be particularly considered in a manner that seeks to leverage adjacent private development to result in a supportive and sustainable fiscal environment for transportation infrastructure. The FNI team will review the Thoroughfare Plan and update if affected by updates to the Future Land Use Plan. Coordinate with regional and state plans and entities on planned and proposed improvements to the transportation network (roads, trails and transit) as needed.

Summary of Task F Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information. This will include:

- Coordination with regional and state plans and entities on planned and proposed improvements to the transportation network (roads, trails and transit)

- Integration of Master Thoroughfare Plan recommended goals, policies and actions, identifying and reconciling impacts of proposed land use and development intensity

Task G: Parks and Recreation Master Plan Minor Update

G1. Parks and Recreation Master Plan Minor Update

The existing Parks and Recreation Master Plan will be updated to include any new implemented items and to integrate the Trails Master Plan. The update will include any components and data required by the Texas Parks and Wildlife Department for potential funding.

Summary of Task G Deliverables:

- Implement any recommendations accomplished since the Parks and Recreation Master Plan completion
- Integrate Trails Master Plan

Task H: Implementation Strategies and Plan

H1. Implementation Strategies and Plan

The implementation plan will be structured into a coordinated action program so that City leaders, staff and other decision-makers can easily identify the steps that are necessary to achieve the vision for the City that is described within the Comprehensive Plan. The implementation plan will outline priorities in a matrix format, primarily by:

- Reviewing the various policies and related recommendations from each plan element.
- Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions (e.g., possible zoning or subdivision ordinance updates), programs, and intergovernmental partnerships, to create an overall Action Plan.
- Prioritizing the implementation techniques/actions into appropriate time periods.
- Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward plan implementation.

Summary of Task H Deliverables:

- A draft plan element of written information, supported with charts, tables and other graphics depicting the above information. Actions will be organized by responsible party, time period and priority, and will include performance measures and metrics.

Task I: Preparation of Final Documents

I1. Draft Report

Individual draft plan elements will be developed throughout the planning process. These elements will be provided in a format to ease review and commenting for the City to the extent possible. The City will consolidate comments from staff, steering committee and others and provide one set of consolidated comments per plan element to FNI.

FNI will prepare a draft Comprehensive Plan Update Report (Draft 1) that will document the planning process and tasks. It will present a clear narrative with accompanying graphics and figures, as necessary, to describe the intentions of the community. The document will be designed with modern graphic design and narrative approaches to be approachable to technical and non-technical audiences. The draft will be provided to the City, CPAC, and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, steering committee and others on Draft 1 and provide one set of consolidated comments. FNI will request a comment review meeting to clarify any comments, if necessary.

FNI will prepare a revised draft Comprehensive Plan Update Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration by the Planning and Zoning Commission and City Council.

12. Final Report and Deliverables

FNI will produce an "as adopted" final report to incorporate any changes made during the adoption process by City Council. This document will be created in digital format, including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City.

13. Plan Mapping

Project mapping is vital to both dissemination of information at meetings and the Comprehensive Plan document. All mapping created by the Consultant will be prepared using ESRI's ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in a compatible electronic format to generate the necessary mapping.

Summary of Task 1 Deliverables:

- Plan element drafts as described above and throughout
- Draft report for review (Draft 1 and Draft 2)
- Final report and other plan deliverables
- The results of the Comprehensive Plan documentation will be digital files of the final Comprehensive Plan, including mapping data, photos, presentations, and any other material utilized during the planning process. Electronic files may also be provided through other digital file transfer systems mutually agreed to by the City and FNI.

SUMMARY OF PROJECT MEETINGS:

The planning team will facilitate meetings and prepare meeting presentations and materials throughout the project. These meetings will utilize various techniques, as well as rely on traditional meeting formats, in gathering vision data and input. The following is a summary of meetings to be conducted during the planning process:

- **Project Kickoff Meeting and Focus Areas Tour:** Prior to initiating work, FNI will facilitate a project kickoff meeting with City staff to review project scope, goals, project team members, schedule, issue identification, and project expectations. Following the project kickoff meeting, a staff-led tour will be conducted of the City of Schertz of focus areas and sites that should be addressed in the Comprehensive Plan Update. **(See Task A1; One (1) meeting and one (1) city tour)**
- **Staff Progress Meetings:** The Freese and Nichols Team will meet with City staff periodically throughout the project to discuss project progress, key action items and responsibilities, and project schedule. **(See Task A2)**

- **CPAC Meetings:** The planning team will participate in four (4) meetings with the CPAC. These meetings are envisioned as up to two (2) hour meetings to gather data, outline project progress, present plan chapter summaries, and to coordinate upcoming tasks. **(See Task A3; Four (4) meetings)**
- **Community Engagement Event:** FNI will facilitate one (1) community engagement event for the public to share information about the project, gather community input, and generate further support for the Comprehensive Plan Update. These events could be in the form of pop-ups (i.e., input table outside of City Hall, active community businesses, or another venue), a civic group luncheon, community event, virtual meeting or open house. **(See Task A4; One (1) community engagement event)**
- **Focus Group Meetings:** The planning team will facilitate up to five (5) focus group meetings, to be identified by the planning team and client, to help reach a broader group of individuals and organizations that have a personal stake in the city. These meetings will be scheduled back-to-back where possible in one or two days maximum. **(See Task A5; Up to five (5) focus group meetings)**
- **City Council and Planning & Zoning Commission Engagement and Adoption:** It is important for City leadership to be engaged and informed during the planning process. The plan will develop recommendations that will inform policies City Council (CC) and the Planning and Zoning Commission (P&Z) will interact with in the future. Therefore, the planning team will receive input from these governmental groups during the planning process. At the conclusion of the project, the planning team will attend and present the final comprehensive plan at up to two (2) recommendation/adoption meetings for City Council and P&Z. **(Task A8; Two (2) meetings)**

TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of the contract agreement and will complete the services within 6 to 7 months from notice to proceed, depending on availability of stakeholders involved.

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 Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of the contract agreement.

COMPENSATION:

FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$240,000. All project expenses are included.

ADDITIONAL SERVICES:

Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- **Additional Comprehensive Plan Project Meetings**

If the Client determines an additional CPAC meeting, City Council/P&Z, Staff workshop or focus group, is needed during the process, such meetings can be added to the original contract agreement. Additional meetings include meeting preparation, materials, expenses and meeting facilitation.

Fee: not-to-exceed \$10,000 for each additional meeting

- **Additional Community Engagement Events**

An additional community engagement event to share information about the project, gather community input and generate further support for the Comprehensive Plan Update can be added to the original contract agreement. Additional meetings include meeting preparation, materials, expenses and meeting facilitation.

Fee: not-to-exceed \$15,000 for each additional meeting

- **Additional Development/Redevelopment Focus Areas**

An additional opportunity area can be added to explore potential site development. The existing conditions and factors to consider will be evaluated, and a vision for each area will be identified with general strategies to achieve the concept outlined.

Fee: \$15,000 for each additional opportunity area

- **Development/Redevelopment Focus Areas Visioning Renderings**

Architectural renderings are an excellent way to convey and market the vision for a particular area in the city that is ripe for or has the potential for development/redevelopment.

Fee: \$3,500 for each opportunity area vision rendering

- **Infrastructure Assessment**

FNI will assess the existing water, wastewater, and stormwater utility infrastructure in Schertz to address the important responsibility of providing safe and reliable public infrastructure. The assessment will document Schertz's utility system infrastructure through the lens of the comprehensive plan, considering existing and recommended best practices for utility system planning, regulatory requirements, funding options, rehabilitation investment recommendations, and utility capacity assessments for new/redevelopment areas based on land use. FNI's team of utility planners will meet with Schertz's utility management and operations staff to understand and address the key issues facing Schertz. From there, we will develop goals and strategies to help City staff maintain and expand their infrastructure in the most efficient and cost-effective way possible. For each utility system (drinking water, wastewater, and stormwater) FNI will review and document the existing infrastructure and discuss regulatory requirements, future system planning/capacity assessment considerations, and industry best practices for efficient utility operation/optimization.

- **Water Analysis:** FNI will examine the existing water system within Schertz. Based on this review and discussion with City Staff and consultants, we will identify program deficiencies and make recommendations for actions to consider during future water master planning efforts.
- **Wastewater Analysis:** Based on a review of existing data/plans and discussion with City Staff and consultants, we will identify program deficiencies in the current wastewater system and recommend actions to consider during future water master planning efforts.

- **Stormwater Drainage Analysis:** Based on a review of existing data/plans and discussion with City Staff and consultants, FNI will also identify deficiencies to consider for future stormwater/drainage efforts. Our team will provide recommendations on key areas where updating the existing drainage plan may be optimal and beneficial.
- Identification of the top five priorities related to infrastructure within Schertz; each will be expanded upon in the Comprehensive Plan document.

Fee: \$16,000

- **Urban Design and Character Plan Element**

FNI will develop policies that address community gateways, community image, integration of major roadway corridors and the preservation of character-enhancing community elements, in addition to examining opportunities to maintain and enhance the overall quality of life. Recommendations will be made to address the following:

- Street design enhancements
- Pedestrian enhancements
- Gateways and other key routes to and through Schertz to establish high-level goal, policy and action items
- Overall community image
- Screening and buffering techniques

A map graphic will identify locations and corridors that could enhance its character through gateway signage, street design and pedestrian enhancements, and other community character enhancements. Community gateway, community image and other character-enhancing recommendations will be developed, using example images to portray ideas, to maintain and enhance quality of life.

Fee: \$12,000

- **Capital Improvements Program Integration**

The comprehensive plan will identify future projects, based on future land uses, which should be integrated into the City's Capital Improvement Program (CIP). Projects will be prioritized, and appropriate fiscal years will be identified for project start and completion. High level ballpark cost ranges for major projects to be integrated into the CIP will be identified. If desired as an additional service, identified projects can be placed in the form of CIP project and template sheets that have been created in the existing CIP. Task to include the following:

- Meet with City staff to discuss ranking criteria and project scoring system of the CIP. Identified CIP projects will be prioritized according to these criteria.
- Prepare project sheets showing each project location, description, drivers/justifications, and high-level cost estimates.
- Produce maps showing proposed CIP projects identified in the Comprehensive Plan.

Fee: \$20,000

- **Zoning Diagnostic Evaluation**

FNI will prepare a technical memo outlining proposed revisions to the City's Zoning Ordinance. The memo will identify 1) suggested amendments to implement the comprehensive plan recommendations, and 2) general improvements to the existing ordinances regarding usability, modernization and updated legal requirements.

Fee: \$11,000

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – **[Name and contact information]**

Client's Accounting Representative – **[Name and contact information]**

FNI's Designated Representative – Shad Comeaux
11200 Broadway Street, Suite 2320
Pearland, Texas 77584
832-456-4766
Shad.comeaux@freese.com

FNI's Accounting Representative – Stephanie Kirchstein
2711 Haskell Ave, Suite 3300
Dallas, Texas 75204
214-217-2212
Stephanie.kirchstein@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI’s reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers’ Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI’s cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.