

September 26, 2024

(Revised: October 10, 2024)

Mr. Michael Sharp, CFM – Project Manager  
City of Seguin - Seguin Capital Projects & Engineering  
108 E. Mountain St.  
Seguin, Texas 78155

Re: SH 123 Waterline Relocations  
Proposal for Engineering Services

Dear Mr. Sharp:

We are pleased to present this proposal for providing engineering services in connection with the above referenced project. This project involves the relocation of existing waterlines along SH 123 from ~1,200 LF north of the Cordova Rd intersection to ~150 LF south of Larkin Dr (STA 98+00 to 110+00, 151+00 to 175+00, and 210+00 to 229+00). Due to the TxDOT 123 Expansion project, the existing City of Seguin waterlines must be relocated to be outside of the future paved areas but within the Right-of-Way of SH 123. Pape-Dawson will not be responsible for the waterline design along SH 123 from ~300 LF south of Grayson Ln to Old Martindale Rd (STA 174+00 to 210+00). This segment of SH 123 will be designed by others.

This project to follow the applicable guidelines described in the City of Seguin Design Standards and Unified Development Code, AASHTO, TxDOT, and SAWS (TxDOT-approved material specifications). Exhibit A shows the approximate scope of this project. The SH 123 Waterline Relocation project includes the following:

- Pape-Dawson
  - Engineering services
  - Bidding & construction phase services
  - Survey (if needed)
  - Easement documents (if needed)
- Rios Group
  - Subsurface Utility Engineering (additional Level A test hole(s)) (if needed)

This proposal includes survey services (including metes and bounds development), design services, and construction phase services. Our proposed scope of services and associated fees are as follows:

**I. PROJECT MANAGEMENT (TASK 501) Lump Sum: \$45,000**

Coordinate and manage the project for proposed improvements, including the following:

- Communication with the City of Seguin, TxDOT, and project stakeholders.
- Coordinate sub consultants' services.
- Attend bi-weekly project meetings with design team via Microsoft Teams.
- Attend monthly utility coordination meetings with TxDOT via Microsoft Teams.

- Prepare meeting minutes.
- Prepare and submit project invoices.
- Schedule coordination.

**II. SH 123 WATERLINE PLANS (TASK 390)**

**Lump Sum: \$200,000**

Pape-Dawson to design waterline relocation plans in accordance with City of Seguin Design Standards and Unified Development Code, AASHTO, TxDOT, and SAWS. This effort will include plan and profile sheets for all water mains 12 inches in diameter or greater or where the presence of conflicts warrants profiling of the main. We will prepare construction plans for the proposed SH 123 waterline relocations resulting from the expansion of SH 123. Submit review plans, estimates, and specifications for the 60%, 90%, and Final Submittal per City of Seguin guidelines. Plans will be produced in AutoCAD and will be submitted as 11"x17".

- 60% Submittal: limited to street and water alignment, service connections, and utility conflicts. Plans and profiles will be provided.
- 90% Submittal: Incorporation of 60% review comments and utility coordination revisions. Revised Plans and profiles will be provided.
- Final Submittal: Incorporation of 90% review comments and utility coordination revisions. Revised Plans and profiles will be provided.
- Coordinate ROW /Easement needs with the survey.
- Attend four (4) design review/utility coordination meetings with the City of Seguin.

**III. CONSTRUCTION PHASE SERVICES (TASK 402)**

**Lump Sum: \$75,000**

As the project completes the bidding process and moves into construction, we offer the following scope of services:

- Prepare bid documents (plans, specifications, bid forms), proposal forms, and coordinate with TxDOT and Seguin for joint bidding.
- Develop Addendum(s). The allotted addendum does not include scope change introduced after final plans are prepared, unless due to mapping errors or omissions.
- Attend pre-bid conference and bid opening.
- Perform site visits to observe the following construction items (one (1) visit each month): utility adjustments, placement of select fill, installation of the water main.
- Attend maximum one (1) additional site visit/meeting per month and one (1) virtual construction progress or conference call per month.
- Provide construction observation reports following site visits.
- Review contractor submittals and shop drawings for compliance with project construction documents. This accounts for one review, comments, and review of the second submittal for each specification division.
- Respond to requests for information (RFI) and clarification of plans.
- Conduct a walk-through at the end of the project and provide a punch list of items for improvement as needed.
- Review site testing reports for compliance with project specifications.
- Review monthly contractor invoices and make recommendations for payment.

- Provide record drawings (one review set with comments, one final set).
- For the construction phase services budget indicated in this proposal, it is anticipated that construction duration will be 7 months from the letting date. Should the schedule for construction exceed this time frame, additional fees may be requested to accomplish the above outlined scope of services during the remaining period of the project. Should the City request additional construction phase services, additional fees may be requested.

## **SUPPLEMENTAL SERVICES**

- IV. SURVEY (TASK 190) Allowance: \$15,000**  
Complete a control, improvement, tree, topographic, and/or utility survey along SH 123, within the project's scope.
- Improvements shall be surveyed to include items such as paved areas, paint stripes, fences, driveways, drainage structures, mailboxes, and signs.
  - Topography will be surveyed using a 50-ft maximum grid, including cross-sections of the existing channel at 50-ft intervals. Topography will be represented in a 2D MicroStation planimetric drawing as 1-foot contours and points visualized at a very small scale with elevation properties shown.
  - Trees with a trunk equal to or larger than 6-inches at breast height will be surveyed and represented in the 2D MicroStation planimetric drawing.
  - Survey deliverables will include an AutoCAD planimetric drawing, a GEOPAK tin file, a PNEZD coordinate file, and an 11"x17" control point sheet, signed and sealed by the project surveyor that describes the project datum and project control points with location sketches, coordinates, scale factor, and to-reach descriptions.
  - All work will be performed under the direct supervision of a professional land surveyor registered in the State of Texas.
  - Right-of-Entry is not a part of this survey scope.
- V. SUBSURFACE UTILITY ENGINEERING (SUBCONTRACTOR) (TASK 504) Allowance: \$15,000**  
The Rios Group to provide Subsurface Utility Engineering (SUE) services to assist in determining the presence and location of utilities. Quality Level A investigations are included in this scope. Results of the investigation will be secured and coordinated by Pape-Dawson:
- Quality Level A – test holes only. Assumes 5 potholes.
  - No ROW or other permitting is expected.
  - Assumes all services will be performed out of the pavement.
  - Assumes all work will require Traffic Control since work is within TxDOT ROW.
- VI. EASEMENT DOCUMENTS (TASK 395) Allowance: \$40,000**  
Coordinate with the City and survey to develop easements on an as-needed basis.
- Establish five (5) temporary easements and five (5) permanent easements.
  - Pape-Dawson will create a maximum of ten (10) easement documents.
  - Route documents for signature and recordation.

**THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:**

- ◆ Attendance at Microsoft Teams project design team meetings on a bi-weekly basis during the scheduled duration of the project is included.
- ◆ Utility design services for private utilities is not included but can be included as an additional service.
- ◆ Platting is not included.
- ◆ Assumes the project will be joint bid along with the TxDOT SH 123 Expansion project.
- ◆ Assumes the construction project will be awarded to a single contractor.
- ◆ Assumes material testing will be provided by TxDOT and Contractor.
- ◆ Assumes design data (Survey, SUE Level B, ROW limits, utility corridor) will be provided. Supplemental services for Survey and SUE are allowances anticipated for minimal data gaps and not anticipated for full data collection.

**SUMMARY OF SCOPE AND FEES**

I.	Project Management	Task 501	Lump Sum	\$45,000
II.	SH 123 Waterline Plans	Task 390	Lump Sum	\$200,000
III.	Construction Phase Services	Task 402	Lump Sum	<u>\$75,000</u>
			<b>Subtotal:</b>	<b>\$320,000</b>

**SUPPLEMENTAL SERVICES**

IV.	Survey	Task 190	Allowance	\$15,000
V.	Subsurface Utility Engineering (SUE) – Subcontractor	Task 504	Allowance	\$15,000
VI.	Easement Documents	Task 395	Allowance	<u>\$40,000</u>
			<b>Subtotal Supplemental Services:</b>	<b>\$70,000</b>
			<b>Total:</b>	<b>\$390,000</b>

**BASIS OF COMPENSATION**

Pape-Dawson's compensation for the above services shown as hourly, allowance, or Time and Materials (T&M) will be a charge on an as needed basis for personnel services. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$390,000** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure includes Direct Expenses (reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services) or applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request a modification of this Agreement.

**AGREEMENT**

The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this Proposal. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed Proposal to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90)

days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,  
Pape-Dawson Consulting Engineers, LLC



Marshall Preas, P.E.  
Associate Vice President

**CITY OF SEGUIN**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF SEGUIN  
ACCOUNTS PAYABLE CONTACT INFO**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachments**

- Pape-Dawson Terms & Conditions
- Exhibit A

**PAPE-DAWSON CONSULTING ENGINEERS, LLC**  
**RE: SH 123 WATERLINE RELOCATIONS (the "Project")**  
**TERMS AND CONDITIONS**

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, located at 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to CITY OF SEGUIN, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

**ARTICLE 1: SERVICES**

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

**ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS**

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

**ARTICLE 3: CHANGES**

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Engineer's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Engineer may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Engineer may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

**ARTICLE 4: THE TERM**

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal, Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

**ARTICLE 5: DUTIES**

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility

between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**5.5 Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

**5.6 Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

**5.7 Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

**5.8 Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer, including but not limited to suspension of Engineer's work as set out in Article 3.5 herein. Should Engineer call for contract renegotiation due to such changed conditions, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

**5.9 Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

**5.10 Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for,

the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

**5.11 Subconsultants.** Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

## **ARTICLE 6: COMPENSATION OF SERVICES**

**6.1 Compensation of Services.** Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

**Compensation.** Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

**Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

~~6.2 Sales and Use Tax. Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.~~

**6.3 Right to Stop Performance.** If Client does not pay any amount due to Engineer within ninety (90) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

~~6.4 Interest. Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.~~

6.5 **Attorney's Fees:** In the event Engineers' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

#### ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

#### ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

#### ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor

work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

#### ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the



Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise Survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, TX 78753.

SH 123 - Reconstruction (Cordova Rd to I-10)				
Project:				
Seguin, TX				
Pape-Dawson Consulting Engineers, Inc.				
Provider:	Pape-Dawson Consulting Engineers, Inc.	SUBTOTALS	LUMP SUM FEES	
			Pape-Dawson	Rios
Task 501	Project Management	\$ 45,000.00	\$ 45,000.00	
Task 391	SH 123 Waterline Plans	\$ 200,000.00	\$ 200,000.00	
Task 402	Construction Phase Services	\$ 75,000.00	\$ 75,000.00	
<b>SUBTOTAL BASE FEE</b>		<b>\$ 320,000.00</b>	<b>\$ 320,000.00</b>	<b>\$ -</b>
	<b>Supplemental Services</b>	<b>\$ 70,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 15,000.00</b>
<b>TOTAL FEE</b>		<b>\$ 390,000.00</b>	<b>\$ 375,000.00</b>	<b>\$ 15,000.00</b>
<b>% TOTAL</b>			96.2%	3.8%

Provider: Pape-Dawson

Task Descriptions	\$280.00	\$240.00	\$205.00	\$190.00	\$170.00	\$140.00	\$155.00	\$145.00	\$115.00	\$130.00	\$140.00	\$120.00	\$380.00	Total Hours	Total Cost
BASIS SERVICES Task Descriptions	Sr. Project Manager	Deputy Project Manager	Design Leader	Senior Engineer	Project Engineer	Engineer-In-Training	Designer	Senior Engineer Tech	Engineer Tech	Utility Coordinator	GIS Analyst	Billing Coordinator	Project Principal		
<b>Task 501 Project Management</b>															
Communication with Seguin, TxDOT, Stakeholders	3	6												9	\$ 2,280.00
Coordination with Subconsultants		4			12									16	\$ 3,000.00
Bi-Weekly Project Meetings via Microsoft Teams - Seguin	20	20			20									60	\$ 13,800.00
Monthly Utility Coordination Meetings via Microsoft Teams - TxDOT	20	20			20									60	\$ 13,800.00
Prepare Meeting Minutes		20												20	\$ 4,800.00
Prepare and Submit Invoices	7	2										12		21	\$ 3,880.00
Schedule Coordination	2	12												14	\$ 3,440.00
<b>Subtotal Hours:</b>	52	84	0	0	52	0	0	0	0	0	0	12	0	200	
<b>Subtotal Labor Cost:</b>	\$14,560.00	\$20,160.00	\$0.00	\$0.00	\$8,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$0.00		\$ 45,000.00

BASIS SERVICES Task Descriptions	Sr. Project Manager	Deputy Project Manager	Design Leader	Senior Engineer	Project Engineer	Engineer-In- Training	Designer	Senior Engineer Tech	Engineer Tech	Utility Coordinator	GIS Analyst	Billing Coordinator	Project Principal	Total Hours	Total Cost
<b>Task 391 SH 123 Waterline Plans</b>															
60% Submittal															
Water Alignment Adjustments	2	4			4	10	10							30	\$ 5,150.00
Utility Conflicts	2	8			4	12	10							36	\$ 6,390.00
Waterline Plans															
i. Title					1	4	4							9	\$ 1,350.00
ii. Index					1	2	2							5	\$ 760.00
iii. General Notes and Quantities					2	16	16							34	\$ 5,060.00
iv. Plan & Profiles (6 max)					13	127	144							284	\$ 42,310.00
v. Details					1	24	24							49	\$ 7,250.00
Waterline Plans 60% QAQC	5	14											4	23	\$ 6,280.00
OPCC and Quantities	2	4			12	10							1	29	\$ 5,340.00
Specifications	2	4			4	20	20						1	51	\$ 8,480.00
60% Design Review/Utility Coordination Meeting	2	2			2									6	\$ 1,380.00
90% Submittal															
Water Alignment Adjustments	1	1				8	8							18	\$ 2,880.00
Utility Conflicts	1	2				4	4							11	\$ 1,940.00
Plan Updates for 60% Comments															
i. Title					1	4	4							9	\$ 1,350.00
ii. Index					1	2	2							5	\$ 760.00
iii. General Notes and Quantities					2	12	12							26	\$ 3,880.00
iv. Plan & Profiles (6 max)					13	100	100							213	\$ 31,710.00
v. Details					1	14	14							29	\$ 4,300.00
Waterline Plans 90% QAQC	5	6											4	15	\$ 4,360.00
OPCC and Quantities Updates for 60% Comments	1	2			20	4	10						1	38	\$ 6,650.00
Specification Updates for 60% Comments	1	2			4	4	4						1	16	\$ 3,000.00
90% Design Review/Utility Coordination Meeting	2	2			2									6	\$ 1,380.00
Individual Company Utility Coordination Meetings	2	2			2									6	\$ 1,380.00
Final Submittal															
Plan Updates for 90% Comments															
i. Title					1	2	2							5	\$ 760.00
ii. Index					1	1	1							3	\$ 465.00
iii. General Notes and Quantities					2	10	10							22	\$ 3,290.00
iv. Plan & Profiles (6 max)					13	83	83							179	\$ 26,695.00
v. Details					1	10	10							21	\$ 3,120.00
Waterline Plans Final Submittal QAQC	5	6											4	15	\$ 4,360.00
OPCC and Quantities Updates for 90% Comments	1	2			4	2	2						1	12	\$ 2,410.00
Specification Updates for 90% Comments	1	2			4	8	8						1	24	\$ 4,180.00
Final Design Review/Utility Coordination Meeting	2	2			2									6	\$ 1,380.00
<b>Subtotal Hours:</b>	37	65	0	0	118	493	504	0	0	0	0	0	18	1235	
<b>Subtotal Labor Cost:</b>	\$10,360.00	\$15,600.00	\$0.00	\$0.00	\$20,060.00	\$69,020.00	\$78,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,840.00		\$200,000.00

BASIS SERVICES Task Descriptions	Sr. Project Manager	Deputy Project Manager	Design Leader	Senior Engineer	Project Engineer	Engineer-In- Training	Designer	Senior Engineer Tech	Engineer Tech	Utility Coordinator	GIS Analyst	Billing Coordinator	Project Principal	Total Hours	Total Cost
<b>Task 402 Construction Phase Services</b>															
Monthly Site Visit	14	14			14								4	46	\$ 11,180.00
Monthly Additional Site Visit/Meeting	12	14			14									40	\$ 9,100.00
Monthly Virtual/Conference Call - Construction Progress Meeting	7	7			7								1	22	\$ 5,210.00
Construction Observation Reports		2			5									7	\$ 1,330.00
Coordination with TxDOT and Seguin for Joint Bidding	4	2			2									8	\$ 1,940.00
Develop Addendums	4	2			8									14	\$ 2,960.00
Attend Pre-bid Conference and Bid Opening	4	2			4								1	11	\$ 2,660.00
Review & Provide Responses to Submittals/Shop Drawings		8			20	80								108	\$ 16,520.00
Respond to Request for Information (RFI) and Clarification of Plans	9	9			12								1	31	\$ 7,100.00
End of Project Walk-Through and Provide Punchlist Items	3	3			3								1	10	\$ 2,450.00
Review Site Testing Reports for Compliance with Specifications	2	2			4									8	\$ 1,720.00
Review Monthly Contractor Invoices & Make Payment Recommendations	4	8										4		16	\$ 3,520.00
Provide Record Drawings	2	2			4	21	30							59	\$ 9,310.00
<b>Subtotal Hours:</b>	65	75	0	0	97	101	30	0	0	0	0	4	8	380	
<b>Subtotal Labor Cost:</b>	\$18,200.00	\$18,000.00	\$0.00	\$0.00	\$16,490.00	\$14,140.00	\$4,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00	\$3,040.00		\$ 75,000.00

Provider: Pape-Dawson

Task Descriptions	\$ 260.00	\$ 180.00	\$ 230.00	\$ 275.00	\$ 275.00	\$ 205.00	\$ 190.00	\$ 110.00		
BASIS SERVICES Task Descriptions	Project Surveyor (RPLS)	Survey Tech	2-man crew	3-man crew	Geospatial Manager	Senior LIDAR Technician	LIDAR Technician	Billing Coordinator	Total Hours	Total Cost
<b>Task 190 Survey</b>										
Locate Topographical Features and Existing Improvements Such as Signs, Paint Stripes Fences, Driveways, Drainage Structures, Mailboxes, and Signs	2	20	10						32	\$ 6,420.00
Surveying of Trees With Trunks Equal to or Larger Than 6-Inches	1	9	2						12	\$ 2,340.00
Provide Survey Deliverables Including a 2D MicroStation Planimetric Drawing, a GEOPAK Tir File, a PNEZD Coordinate File, and a 24"x36" Control Point Set	1	32						2	35	\$ 6,240.00
<b>Subtotal Hours:</b>	4	61	12	0	0	0	0	2	79	
<b>Subtotal Labor Cost:</b>	\$1,040.00	\$10,980.00	\$2,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220.00		\$15,000.00

<b>BASIS SERVICES Task Descriptions</b>	<b>Project Surveyor (RPLS)</b>	<b>Survey Tech</b>	<b>2-man crew</b>	<b>3-man crew</b>	<b>Geospatial Manager</b>	<b>Senior LiDAR Technician</b>	<b>LiDAR Technician</b>	<b>Billing Coordinator</b>	<b>Total Hours</b>	<b>Total Cost</b>
<b>Task 395 Easement Documents</b>										
Establish Five (5) Temporary Easements and Five (5) Permanent Easements. Create a Maximum of Ten (10) Easement Documents & Route Documents for Signature/Recordation. Task Includes Closure Report, Metes & Bounds, and Boundary Exhibits.	8	134	60						202	\$ 40,000.00
<b>Subtotal Hours:</b>	8	134	60	0	0	0	0	0	202	
<b>Subtotal Labor Cost:</b>	\$2,080.00	\$24,120.00	\$13,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 40,000.00

**Sub Provider: Rios**

<b>Task Descriptions</b>	\$ 200.00	\$ 155.00	\$ 100.00	\$ 165.00	\$ 155.00	\$ 115.00	\$ 95.00	\$ 110.00	\$ 140.00	\$ 265.00	\$ 85.00	\$ 70.00		
<b>BASIS SERVICES Task Descriptions</b>	<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Assistant Project Manager</b>	<b>Engineer - Senior</b>	<b>Professional Engineer</b>	<b>Engineer Technician - Senior</b>	<b>Engineer Technician</b>	<b>SUE Field Manager</b>	<b>Designating QLB / 1-Man</b>	<b>Designating QLB / 2-Man</b>	<b>Project Coordinator</b>	<b>Admin / Clerical</b>	<b>Total Hours</b>	<b>Total Cost</b>
<b>Task 504 Subsurface Utility Engineering</b>														
Quality Level "A" SUE - Test Holes	4	12	12	3	10	2	17	10	14	14	4	2	104	\$ 15,000.00
<b>Subtotal Hours:</b>	4	12	12	3	10	2	17	10	14	14	4	2	104	
<b>Subtotal Labor Cost:</b>	\$800.00	\$1,860.00	\$1,200.00	\$495.00	\$1,550.00	\$230.00	\$1,615.00	\$1,100.00	\$1,960.00	\$3,710.00	\$340.00	\$140.00		\$ 15,000.00