

May 8, 2025

Mr. Tim Howe  
Director of Utilities  
City of Seguin  
P.O. Box 591  
Seguin, Texas 78156-0591

**RE: Unity Lift Station Improvement Project  
CIP WW2502  
Engineering Services Proposal**

Dear Mr. Howe:

Ward, Getz, and Associates LLC (WGA) has prepared this proposal for professional engineering services for the evaluation of the improvements to the Unity Lift Station.

**PROJECT DESCRIPTION – LIFT STATION DESIGN MEMORANDUM**

The proposed project will consist of a design memorandum that will evaluate and provide multiple options to the City for improvements to the Unity Lift Station. The memorandum will look at three different scenarios and provide feasibility and cost analysis of each. The memorandum shall include the following alternatives (defined as project limits):

1. Decommissioning of the Unity lift station and directing sewer flows via gravity sanitary sewer lines to the Gateshead Lift Station.
2. Diverting partial gravity flows from Unity lift station to an alternative location and upgrading the Unity lift station to be in compliance with the City's current lift station standards per the Lift Station Criteria Manual.
3. Upgrading Unity lift station to be in compliance with the City's current lift station standards (Lift Station Criteria Manual) and increasing the capacity of the lift station to handle rainfall events and removal of overflows.

**ENGINEERING SCOPE OF WORK (SOW)**

WGA will perform the following Engineering Scope of Work:

A. Topographical Survey

1. Acquire additional field topographical data for the design portion of the project on City's coordinate system, to include:
  - a. Detailed survey including utility locates (as furnished by the specific utility provider) within the project limits described above.

- b. Provide subsurface utility engineering (SUE) for utility locates (quality level C and D) unless otherwise noted.
- 2. Set horizontal and vertical primary control points.
  - a. Primary control points shall be set at a spacing of 500 ft. or greater and inter-visible with each other where possible, away from possible disturbance from construction activity.
  - b. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project.
  - c. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network or approved equal.
  - d. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203),
  - e. The vertical datum shall be based on NAVD88 using Geoid 12B.
  - f. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans
- 3. Perform necessary research to obtain ownership records for properties affected by the project limits if necessary.
  - a. Prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination for site access from property owners to secure access for locating property corners, topographic design surveying within the survey limits and to set proposed right of way (ROW) corners. The City will send the right-of-entry access forms to the various property owners and acquire signatures.
- 4. Provide design level topographic survey data within the project survey limits.
  - a. The survey will be performed on the ground utilizing a combination of terrestrial LiDAR with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, curb lines, pavement, roadway paint striping, driveways, fences and visible above-ground utility appurtenances within the survey limits.
  - b. The survey will obtain topographic field elevations throughout the project site at 50-foot x 50-foot grid intervals for use in developing a digital terrain model.
  - c. Markings from franchise utility services and city utilities will be located at time of survey.
  - d. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
  - e. The survey will field locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species and canopy size.

- f. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features and 1 ft contours, accompanied by a point file in .csv format and digital terrain model in .xml format.
5. Surveyor will perform necessary research to acquire ROW maps, current adjoining property deeds and subdivision plats for properties affected by the project limits.
  - a. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation.
  - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
  - c. Existing easements of record discovered during abstracting will be shown on the survey.
  - d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.

### **ASSUMPTIONS**

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in request(s) from WGA for additional compensation:

1. Per discussions with City Staff, the purpose of the project is to try to abandon Unity lift station and redirect flows if possible. If not possible due to natural topography or physical barriers, the Unity lift station would be upgraded to relieve overflows that frequently occur.
2. Where necessary, the City will be responsible for arranging property access (and acquiring executed right-of-entries) prior to commencement of the field survey and/or environmental investigations for properties not located within City right-of-way. WGA will not perform any field investigation on properties where access has not been granted.
3. Subsurface Utility Engineering if provided will not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or “One-Call Notification Centers” before excavation.
4. Should the schedule be changed or put on “hold” by the City, all costs incurred by WGA up to notification of change of schedule or “hold” status will be billed to the City. Additional fees that WGA may incur as a result of the change of schedule or “hold” status will be billed to the City once the Project has resumed in addition to the cost of services included in this proposal.

## **EXCLUSIONS**

The following items are specifically excluded from the scope of work:

1. Any design services, including but not limited to design of landscape or irrigation, street reconstruction, sidewalks or accessibility, electrical or lighting.
2. Design of a regional lift station.
3. Environmental or cultural services.
4. Post-construction topographical survey or GIS system updates.
5. Design of improvements or relocations for private sanitary sewer lines, electrical lines, gas lines, telephone lines or other franchise utilities.
6. Construction staking or field staking for other purposes.
7. Attendance at or preparation for condemnation hearings, easements or plat documents, landowner contact or easement negotiations, other than mentioned above.
8. Preparation of permits, applications, etc. (not mentioned above or in the cost table).
9. Costs for permitting or application fees or review fees by regulatory authorities.
10. TDLR registration, fees, inspections, or plan review/approval.
11. US Army Corps of Engineers (USACE) permit preparation or notification, if applicable.
12. Appraisal and acquisition services for required easements.
13. Geotechnical investigation.
14. Platting or Rezoning of any properties.
15. Storm Water Management Plan, or Drainage Impact Study.
16. Floodplain Mitigation. According to the Federal Emergency Management Agency (FEMA) the subject site is graphically located outside the 500-year floodplain (Zone "X" Unshaded) as delineated on the FEMA FIRM Map 48187C0290G, dated March 27, 2024.
17. Tree Preservation plans and Tree Mitigation plans.

## **COMPENSATION FOR SERVICES**

WGA will provide the professional engineering services as outlined herein for a total lump sum fee as follows:



Design Memorandum:	\$29,640.00
Topographical Surveying:	\$67,378.00
<b>Total:</b>	<b>\$97,018.00</b>

The total fee of the entire project is for a lump sum cost of \$97,018.00.

This fee includes labor and material costs associated with the Scope of Work identified above.

WGA's fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via monthly progress billing.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work. Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this proposal and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,



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K. Beau Perry, P.E.  
Regional Practice Leader

5-08-2025

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Date

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City of Seguin

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Date

## **EXHIBIT A AGREEMENT FOR ENGINEERING SERVICES**

### **GENERAL TERMS AND CONDITIONS**

#### **BILLING**

Statements are issued when appropriate and shall be payable to WGA upon receipt, whenever issued, unless otherwise agreed. Interest at one percent (1%) per month accruing from the date of statement shall be payable on any amounts not paid within 30 days. All payments thereafter shall be applied first to accrued interest on the fees and reimbursables and then to the principal unpaid amount. Any costs incurred in collecting any of the above amounts, which become delinquent, shall be paid by the CLIENT upon demand, including but not limited to, attorney's fees and the cost of employees' time expended on the collection.

#### **DIRECT PERSONNEL EXPENSE**

If the project is performed on the basis of Direct Personnel Expense times a multiplier, Direct Personnel Expense is defined as the direct salaries of the ENGINEER's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment Texas and other statutory employee benefits, Insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### **REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to the compensation for personnel time and include actual expenditures made in the interest of the job, such as those for transportation, living expenses in connection with out-of-town travel, long distance communications, expenses for reproductions (excluding reproductions for use in our office or consultant's offices), expense of postage and handling of drawings, specifications and other documents, expense of any renderings or models, and any similar expenses made in the interest of the job. The above expenses shall be reimbursable at 1.15 times the actual cost.

#### **SUSPENSION OR TERMINATION OF SERVICES**

If the CLIENT fails to make any payment due ENGINEER on account of its services and expenses within thirty (30) days after the date of the statement, then ENGINEER may, after giving (7) days written notice to the CLIENT, suspend services until all amounts due on services and expenses have been paid in full. Further, ENGINEER shall have the right to withhold all drawings, specifications, and other instruments of service as of the date services are suspended. In the event that the CLIENT requests termination of the services prior to completion of a report, ENGINEER reserves the right to complete such investigations and analyses as are necessary to protect its professional reputation, or to complete appropriate records of the services performed to date. A termination charge to cover the cost thereof in an amount not to exceed 10% of all charges incurred up to the date of the stoppage of the services may be made at the discretion of ENGINEER.

#### **LAWS/REGULATIONS**

This agreement is to be governed by the law of the principal place of business of the ENGINEER. The CLIENT and the ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. The CLIENT and ENGINEER are committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistant Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

**Prior to initiating litigation against ENGINEER for any alleged claim, based on negligence or other legal theory, the CLIENT agrees to first negotiate in good faith for a period of thirty days, then to mediate the claim under rules of mediation as agreed to at that time.**



### LIMITS OF LIABILITY

ENGINEER's services, as limited by the CLIENT, are performed with the usual thoroughness and competence of the ENGINEER and engineering professions in Texas. No warranty or other representation, either expressed or implied, is included or intended in ENGINEER's proposals, contracts, reports, designs, and other services including, without limitation, warranties of fitness or merchantability which are hereby disclaimed. In retaining ENGINEER's services, the CLIENT expressly agrees that in all cases, ENGINEER's liability shall be limited solely to its negligent acts, errors or omissions. ENGINEER's liability to the CLIENT for injury or damage to persons or property arising out of services performed for CLIENT and for which legal liability may be found to rest upon ENGINEER, other than for professional errors and omissions, will be limited to recovery from ENGINEER's general liability insurance coverage and shall be limited to the sum of the fee payable to ENGINEER under this Agreement. For any damages resulting from ENGINEER's negligent acts, errors, or omissions in rendering professional services, its liability will be limited to the sum of \$50,000.00 or its fee, whichever is less. The CLIENT agrees that in no event will it make a claim against ENGINEER after the expiration of four years from the substantial completion of ENGINEER's services hereunder, or the expiration of two (2) years from the date the CLIENT knew or should have known of said claim, whichever shall first occur. Following such date, all such CLIENT claims, if any, known or unknown, shall be deemed to be and are hereby waived. To the extent that any applicable statute of limitations provides for a shorter period of time, such shorter time period shall control.

In the event the CLIENT makes a claim against ENGINEER at law or otherwise, for any alleged negligent act, error or omission arising out of the performance of its professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by ENGINEER in defending itself against said claim, including but not limited to, attorney's fees, experts' fees, consultants' fees, and the cost of employee's time expended on the claim.

In the event of a claim against ENGINEER and its consultants arising out of or in any way related to the negligence or other liability of the CLIENT, the Contractor or any others associated with or related to the CLIENT's project, the CLIENT shall indemnify and hold ENGINEER and its consultants harmless from and against such claim and any associated liability or expense including but not limited to, attorney's fees, experts' fees, consultants' fees, and the costs of employees time expended on the claim.

### EXCLUDED SERVICES

ENGINEER has not been retained or compensated for and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any Contractor or Subcontractor or any other person performing work, or for any acts or omissions of any of them, or for the failure of any of them to carry out work in accordance with their contract documents.

### ADDITIONAL CONSULTANTS

Fees for services of additional consultants to be retained under subcontract to WGA Houston, when required, and when authorized by the CLIENT, will be billed to the CLIENT at 1.15 times such consultants' net billings to WGA Houston, unless otherwise agreed.

### CONFIDENTIALITY

ENGINEERS, its agents, employees, and Consultants shall hold client information, data, and documents (collectively, "the information") that they receive, or to which they have access, in strictest confidence. ENGINEER, its agents, employees and Consultants shall not disclose, disseminate, or use the Information unless the Client authorizes such in writing.

### CLIENTSHIP OF DOCUMENTS

All documents field notes and data prepared or obtained by or through ENGINEER and related to the CLIENT's project will be joint property of the ENGINEER and CLIENT and may be transferred to other parties or used for other purposes (e.g., marketing) with written consent from the other party. **Any expense**



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**of the documents without written authorization from ENGINEER shall be at the CLIENT's own risk and without liability to ENGINEER.**

TIME LIMIT

An agreement or proposal is subject to renegotiation if not accepted within 60 days.