

September 15, 2025

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

RE: New Truck Entrance at Utility Operations Center  
3027 N. Austin, Seguin, Texas 78155  
RFQ no. AF-2025-47  
Engineering Services Proposal

Dear Mr. Howe:

Ward, Getz, and Associates LLC (WGA) is pleased to submit this proposal to the City of Seguin (Client) to provide professional engineering services for an improved truck entrance for large utility vehicles off Stremmel Road at the City of Seguin Utility Operations Center located at 3027 N. Austin, Seguin, Tx 78155. The project description and scope of services and fee are detailed below.

### **PROJECT DESCRIPTION**

The proposed project includes design, opinion of probable construction costs (OPCC's), permitting, bidding administration, and construction phase services for improvements to an existing truck entrance located on Stremmel Road to accommodate large utility vehicles. The project shall include the following design components (defined as project limits):

1. Civil construction documents for a new truck entrance with updated fencing, vehicular access gate, and pedestrian access gate limits off of Stremmel Road; extension of on-site construction material storage bins adjacent to Stremmel Road; water and wastewater services from existing mains along Stremmel Road to accommodate the existing four (4) RV parking spaces, and design for pedestrian gate and sidewalk access connecting the existing sidewalk at the front entrance of the building to the staff parking lot.
2. Electrical construction documents for power to the new truck entrance gate, electric services for the four (4) RV parking spaces, power to the two (2) proposed pedestrian access gates, and coordination with IT/Security subcontractor for powering of any badging stations, security cameras, etc. associated with the new truck entrance and employee gates.
3. Landscape and Irrigation construction documents to accommodate the proposed civil improvements in accordance with the City of Seguin design standards.

## **SCOPE OF WORK (SOW)**

### **A. Boundary Verification:**

Perform boundary survey for the subject tract (3027 N Austin St) and adjacent tract also owned by the City of Seguin located at the southeast corner of Stempel St and N. Austin St (3031 Austin St) to facilitate topographic and utility survey and design services. This includes necessary GPS ties to the Texas State Plane Coordinate System (CORS).

### **B. Cat. 6, Cond. II Topographic, Tree, & Utility Survey:**

The topographical survey will be performed on the ground in a 50-foot grid, plus additional grade breaks (FEMA Datum, NAVD 1988). Surveyor will locate existing improvements, including but not limited to, existing buildings, concrete rip-rap, curbing, driveways, fences, and visible utilities. To locate underground utilities, surveyor will place a One Call for utility locates and then survey the paint marks (QL-C locates only). All existing trees within the limits of the topographical survey will be surveyed and documented with tree numbers, species and size in diameter inches. A minimum of two (2) temporary benchmarks (TBM's) will be established on-site at the time of the survey. Additional future TBM's can be set, if necessary, at an additional cost.

### **C. Civil Construction Documents:**

1. Attend project kick-off meeting with the City of Seguin.
2. Prepare civil construction documents for the proposed project, consisting of:
  - a. Technical specifications, bidding and contract documents.
  - b. General sheets, including general construction notes.
  - c. Existing Conditions/Demolition Plan
  - d. Erosion Control Plan
  - e. Site & Dimensional Control Plan
  - f. Paving Plan
  - g. Fire Protection Plan
  - h. Grading Plan
  - i. Utility Plan
  - j. TxDOT Traffic control plan details
  - k. City of Seguin Standard Construction Details
  - l. Miscellaneous details
3. Perform fire flow test of nearest fire hydrant (if required)

4. Coordinate with local utility purveyors and acquire information from the franchise utilities (gas, telephone, cable, etc.) and determine need for relocation. The City will provide direct correspondence with the franchise utilities. Design of existing utility relocations shall be provided by others.
5. Prepare Storm Water Management Plan for proposed site improvements.
6. Prepare OPCC's for the 60%, 90%, and 100% design plans.
7. Submit 60%, 90% and 100% construction documents and OPCC's to the City for review/approval, and meeting with City Staff to discuss each.
8. Provide final set of construction documents for bid.

D. Landscape & Irrigation Construction Documents

1. Project Kick-off meeting and On-Site Assessment of Existing Landscape – In combination with the Project Kick-off meeting with the City, the landscape architect will visit the project site and assess the existing landscape within the Project limits of work. This Basic Service will include locating the existing built and natural landscape features within the Project limits of work on the proposed site plan for incorporation into the design documents.
2. Landscape Plans - prepare a comprehensive set of Landscape Plans specifying the proposed landscape treatment for all exterior spaces within the Project limits of work. The Landscape Plans will include the following:
  - a. Landscape Planting Plan that specifies the location of all plant materials and their botanical and common names, sizes, and conditions, and provides planting details.
  - b. Landscape Irrigation Plan prepared by a licensed irrigation designer that provides for the installation of a complete automatic underground system for all new landscape required by the City of Seguin in order to secure a permit to construct the proposed improvements.
  - c. Landscape Specifications with the technical information required to install the Landscape Plans.
3. City of Seguin Approval –ensure the Landscape Plans comply with the applicable City of Seguin development ordinances in effect on the date hereof and are approved by the City of Seguin during the permit review process.
4. Construction Administration – landscape architect will provide Construction Administration services necessary to facilitate the installation of the Landscape and

Irrigation Plans. This service will include review of bids and shop drawings during the construction sequence and up to two (2) site visits (completion of construction and final inspection).

E. Electrical Construction Documents

Electric Engineering for the redesign of a truck entrance to the City of Seguin's Utility Operation Center. Electrical scope will include providing power for the gate and four (4) RV electrical stations at designated parking spaces, as well as coordination with IT/Security for powering of any badging stations, security cameras, etc. associated with the new truck entrance and employee gate. Electrical Engineer shall:

1. Perform load analysis, calculations, equipment selections and system design in accordance with applicable building codes, appropriate national standards, and commonly accepted engineering practice for the power distribution for the vehicular access gate, pedestrian access gates, four (4) RV parking spaces, and security systems to be relocated at the gate access.
2. Provide coordination for all data/low voltage pathways as required. Data, IT, and AV design to be provided by the contractor.
3. Attend kick-off meeting and up to three (3) interim design review meetings with the City.
4. Provide 60%, 90%, and 100% construction documents.
5. Review the contractor's material and equipment submittals and provide compliance comments; review and respond to RFI's; and prepare ASI's when necessary.
6. Attend up to three (3) regularly scheduled monthly project site visits during construction to observe construction progress as compared to the contract schedule, and to make a general assessment of performance as compared to the requirements in the construction documents. Visits to observe and assess conditions prior to permanent concealment (burial, concrete placement, wall cavities, hard ceilings) will be coincident to Regular Site Visits.
7. Provide commissioning of the electrical control systems to ensure optimal functional performance. The criteria for the service will be in accordance with the National Environmental Balancing Bureau (NEBB) or the AABC Commissioning Group (ACG).

F. Bidding Support

1. Organize and participate in construction pre-bid meeting.
2. Address contractor questions during the bidding process and submit bid addendums as applicable.



3. Assist the City in bidding process including preparation of advertisement document, opening and tabulation of bids, and award recommendation letter.
4. Attend City Council meeting for construction award.
5. Prepare construction contract documents.

G. Construction Phase Services

1. Organize and conduct the pre-construction meeting.
2. Provide contractor correspondence, submittal review, request for information review, and pay request review and recommendation letters to the City.
3. Organize and attend monthly construction meetings (maximum of 4) and provide meeting minutes. Periodic construction inspections of the project will occur prior to or after these meetings for a maximum of two (2) hours per for four (4) months after the start date of the project, for a maximum total of four (4) inspections.
4. Organize and attend final inspection and prepare contractor punch list.
5. Prepare documents for project closeout including certificate of construction completion, which will set the construction warranty period.
6. Prepare record drawings based on information provided by the Contractor (3 sets of hard copies and one electronic copy PDF). WGA will not validate as-built conditions.
7. WGA will provide monthly on-site field visits as necessary to observe construction status and to review general conformance of construction to Engineer's plans. Budget assumes four (4) hours per field visit for a maximum four (4) months after the start date of the project.
8. Inspection daily logs, progress photos, and site observations will be documented.
9. WGA field crew will abide by all appropriate health and safety standards required by the City and have on appropriate PPE.
10. Observe work completed for general conformity with the construction contract documents and plans.
11. Assistance in coordination of third-party entities (as requested).
12. WGA will not control or have charge of, and shall not be responsible for:
  - a. Construction means, methods, techniques, and sequencing;

- b. Procedures of construction;
- c. Quality assurance testing;
- d. Investigations, analyses, studies or design for substitutions or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents;
- e. Health or safety programs or precautions connected with the work;
- f. Managing, supervising, or have charge of construction; and
- g. Services related to contractor compliance with wage rate and DBE requirements of construction contract provisions, including field interviews or contractor employees.

## **EXCLUSIONS**

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

1. Any design services not listed above, including but not limited to street and sidewalk reconstruction along Stempel Road other than the driveway tie-in location and utility connections.
2. Based on a preliminary desktop review of the proposed project footprint and surrounding area, no environmental due diligence activities (e.g., Phase I Environmental Site Assessment, Wetland Delineation, Threatened and Endangered Species Habitat Assessment, Cultural Resources Investigation) are anticipated to be required. Accordingly, this proposal excludes all environmental due diligence tasks and related permitting coordination. Should future project design modifications or regulatory feedback indicate that such studies are necessary, these services can be provided under a separate scope and fee.
3. Post-construction topographical survey or GIS system updates.
4. Subdivision Platting
5. Master Development Plans
6. Rezoning
7. Storm Water Detention Design
8. Floodplain Mitigation
9. Storm Water Quality Management Plan, Edwards Aquifer Water Pollution Abatement Plan (WPAP) and other required TCEQ applications.
10. Traffic Impact Analysis (TIA)
11. Left turn lane(s) and/or deceleration lane(s)

12. Geotech report or pavement design. It is assumed we will use the same concrete pavement section included in the approved plans for the existing concrete driveway off of Stempel Road.
13. Public utility plans.
14. Construction documents will specify selected general contractor to include services from Brycom for Data, IT, and AV design and installation.
15. We will provide erosion control plans for permitting approval; General Contractor/Owner shall provide the required Storm Water Pollution Prevention Plan (SWPPP) for construction
16. Tree Preservation plans and Tree Mitigation plans
17. Fire flow hydraulic calculations for on site fire line with fire hydrants
18. Variance requests or waivers.
19. Changes made to the plan after design has begun will constitute additional services.
20. Additional effort required by the Client or Design Team which may arise, and are not outlined above, will billed as an additional service.
21. Pavement section design will be provided to WGA via a Geotechnical Report for this site.
22. Municipal agency review fees, impact fees, or plat fees
23. Site walls, structural site design or pump stations
24. Multiple civil engineering plan sets or phasing of plans
25. Texas Department of Licensing & Regulation (TDLR) registration, fees, inspections, or plan review/approval
26. Agency review fees

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**COMPENSATION FOR SERVICES**

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

**New Truck Entrance at Utility Operations Center Project**

Boundary Survey	\$2,500
Cat. 6, Cond. II Topographic, Tree, & Utility Survey	\$6,000
Civil Construction Documents	\$71,500
Landscape and Irrigation Construction Documents	\$10,000
Electrical Construction Documents	\$15,000
Bidding Support	\$9,615
Construction Phase Services	\$12,000
<b>Total:</b>	<b>\$126,115</b>

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The total fee of the entire project is for a lump sum cost of \$126,115.

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 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,



Coy D. Armstrong, P.E.  
Regional Practice Leader

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City of Seguin

09.15.2025

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Date

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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 EXPENSES**

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 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.