



THIS AGREEMENT ("Agreement"), made and entered into by and between BGE, Inc. (BGE) and the Client identified herein, provides for the Professional Services described under Item 3 of this Agreement.

CLIENT: <u>City of Seguin</u>	CONTACT PERSON: <u>Melissa Reynolds, P.E., MPA CFM</u>
ADDRESS: <u>108 E. Mountain Street</u>	OFFICE NUMBER: <u>(830) 401-2776</u>
<u>Seguin Texas 78155</u>	CELL NUMBER: _____
_____	EMAIL: <u>mreynolds@seguintexas.gov</u>

PROJECT NAME: Strempel St. / Martindale Roadway Improvements

1. THE AGREEMENT INCLUDES THE STANDARD TERMS AND CONDITIONS which are included in Attachment A. Client shall authorize and BGE shall commence its services on BGE's receipt of the properly executed and signed Agreement, as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) BGE extends the time in writing; or (2) at the sole option of BGE, BGE accepts Client's written or oral authorization to proceed with the services, in which event the terms of the authorization shall include all the terms of this Agreement. BGE's performance of the services, including Additional Services, under the written or oral authorization shall be in reliance on the inclusion of all the terms of this Agreement.

2. LOCATION & DESCRIPTION OF PROJECT SITE: (If additional pages are necessary, they are identified as Attachment B)

Strempel St. and E. Martindale Road from SH 123 to Parkwood Dr in Seguin, Texas.

3. SERVICES TO BE PROVIDED BY THE CITY

- a. Data for the project that City has available (i.e. environmental documents, correspondence, materials/previously conducted studies regarding proposed improvements, etc.) to the extent possible.
- b. Guidance for project
- c. Available existing right-of-way maps for the project
- d. Available as-built plans from utility companies existing within the project limits.
- e. Assist the Engineer, as necessary, in obtaining any required data and information from local, regional, state and federal agencies.
- f. Pay permit and application fees required by the permitting agencies.

4. SCOPE OF SERVICES TO BE PROVIDED BY BGE: (If additional pages are necessary, they are identified as Attachment B)

The following Scope of Services is proposed.

a. UTILITY COORDINATION

1. The ENGINEER shall perform all Utility Coordination for utilities as listed below:
 - a. AT&T – Telephone / Fiber Optic Cable
 - b. Spectrum – Telephone / Fiber Optic Cable
 - c. Springs Hill WSC – Water
 - d. GVEC - OH Electric
 - e. City of Seguin – Wastewater



- f. Centerpoint Energy – Gas
 - g. LCRA – Electric
 - 2. The existing utility file will be referenced into the current roadway design sheets.
 - 3. These services include SUE, utility adjustment coordination activities including but not limited to, meeting and contact with utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, preparation of contact lists, reviewing conflicts between the utilities and the proposed project, and creation of a utility conflict list.
- b. GEOTECHNICAL INVESTIGATION
 - 1. Geotechnical Investigation and pavement design will be provided in accordance with the attached Raba-Kistner fee proposal.
- c. FIELD SURVEYING
 - 1. General
 - a. Surveys provided will be in accordance with the "Texas Board of Professional Land Surveying" and the applicable City of Seguin regulations.
 - b. Survey field notes will be submitted if requested by the City of Seguin.
 - c. The Surveyor will Contact the One-Call System in advance of performing field surveys to attempt data collection including ties to location of marked utilities. This task does not always allow for timing of markings with the survey activities. Reasonable attempts to coordinate with utility owners will be made to achieve efficiency in data collection. Historically, results in this task have been marginal and there may cause to seek additional compensation for repeated trips to the project site to complete this effort.
 - 2. Field Surveys for Right-of-way mapping, parcel acquisition, hydraulic and roadway design Topo.
 - a. Surveyor will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project future design activities and plan notations thereof. Control points will be established with conformance to current CITY specifications for primary controls. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane Coordinate System, Central Zone, NAD 83 (2010).
 - b. Vertical control will be established via differential level loops from known project control recovered through this proposal. A vertical benchmark system will be perpetuated at approximate 1500 foot intervals for future reference on the plans and maintained to construction, if necessary. Vertical Datum will be NAVD88, Geoid18.
 - c. Boundary data collection will consist of all property corners and occupation lines relative to the boundary resolution for Right-of-way mapping and the parcel acquisition. Topographic data collect will consist of all visible improvements and utilities along with those utility marks and potholes provided by the respective utility locators, tops & toes at all visible grade changes and relative trees.
 - d. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the CITY's standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.
 - e. Surveyed data will be provided in a Microstation .dgn (V8) compatible two dimensional base map format. The survey shot point attributes will appear on separate levels.



- f. Survey cross sections will be acquired along the proposed alignment at 50 foot intervals for a width to match the proposed ROW plus 10 feet on each side.
 - g. Survey cross sections will be acquired along drainage channels at 200 foot intervals for a width to match the channel banks plus 10 feet on each side.
 - h. Trees within the existing ROW will be surveyed for location, species, and diameter at breast height.
 - 3. Utilities
 - a. Location of existing utilities as marked by the respective 811 utility locators will be shown on the 2D files using field marked information designated by the utility companies surveyed on the ground.
 - 4. Parcels
 - a. Provide survey plats and metes and bounds descriptions for the parcels needed for the right-of-way map include the location of the complete parcel boundary and deed research to confirm boundary of property. For the purposes of this proposal, it is presumed that there will be a total of 6 parcels for right of acquisition.
 - 5. Right-of-Way Map
 - a. Provide a Right-of-way map to CITY standards for the new right-of-way of Stempel St./Martindale along the project limits.
 - b. Provide boundary work sufficient to recover front and back property pins.
 - 6. Topographic Design File
 - a. Surveyed data will be provided in a Microstation .dgn (V8) compatible three dimensional base map format with 1' contours. The survey shot point attributes will appear on separate levels.
 - d. ROADWAY DESIGN CONTROLS
 - 1. Preliminary Roadway Schematic.
 - a. The ENGINEER will develop a preliminary schematic layout consisting of the roadway typical section, topographic survey, horizontal alignment, existing vertical profile at the profile grade line, proposed pavement lines, sidewalks, and curb ramps.
 - 2. Roadway plans for 50% 100% Submittals shall be in accordance with City of Seguin Criteria.
 - a. The ENGINEER will develop horizontal alignment sheets using OpenRoads
 - b. The ENGINEER will develop existing typical sections and CITY approved proposed typical sections
 - c. The ENGINEER will develop plan and profile sheets for Stempel St./Martindale.
 - d. The ENGINEER will develop intersection layouts at:
 - i. SH 123
 - e. The ENGINEER will develop cross sections for earthwork calculations
 - f. The ENGINEER will develop removal plans and miscellaneous roadway details
 - e. DRAINAGE
 - 1. Drainage Impact
 - a. Assessment of existing conditions
 - b. The ENGINEER will compute existing condition peak flows for the 10, 25, 50 and 100 year events.
 - c. The ENGINEER will determine existing headwater and tailwater elevations at the ROW for all waterway crossings, and all hydraulic analysis locations using HEC-RAS and/or HY-8 hydraulic models.
 - 2. Assessment of proposed conditions
 - a. The ENGINEER will compute proposed condition peak flows for all crossings.
 - b. The ENGINEER will determine the proposed headwater and tailwater elevations at the ROW for all waterway crossings, and all hydraulic analysis locations using HEC-RAS and/or HY-8 hydraulic models.
 - 3. Drainage plans for 50%, and 100% Submittals in accordance with City of Seguin Criteria.



- a. The ENGINEER will develop Drainage Area Maps
 - b. The ENGINEER will develop Hydraulic Data Sheets and Storm Sewer Computations sheets
 - c. The ENGINEER will develop storm sewer plan and profile sheets and provide ditch flow capacity calculations (Show hydraulic grade line)
 - d. The ENGINEER will develop culvert layouts and hydrologic data sheets
 - e. The ENGINEER will develop miscellaneous drainage details
 - f. The ENGINEER will provide standard drainage details
 - g. The ENGINEER will develop Stormwater Pollution Prevention Plan (SW3P)
 - h. The ENGINEER will develop temporary drainage to be shown on TCP layouts
- f. SIGNING, PAVEMENT MARKING, & SIGNAL
 1. Signing and Pavement Marking plans for 50%, and 100% Submittals in accordance with City of Seguin Criteria.
 - a. The ENGINEER will prepare signing and pavement markings layouts. Prepare drawings, details, and specifications in accordance with TMUTCD. Layouts shall indicate existing signs that are to remain, to be removed, or to be relocated. Proposed signs shall be illustrated and numbered. Layouts shall include proposed delineators and object markers.
 - b. The ENGINEER will prepare standard summary of small signs sheet. Foundations and supports shall be selected in accordance with TxDOT standards.
- g. MISCELLANEOUS ROADWAY
 1. Traffic Control Plans
 2. The ENGINEER will prepare Traffic Control Plans for all phases of construction in accordance with TMUTCD and the applicable TxDOT Statewide and/or San Antonio District Standards.
 3. The ENGINEER will prepare a conceptual Sequence of Construction narrative.
 4. The ENGINEER will develop Advanced Signing Layouts.
 5. The ENGINEER will develop Typical Sections and required details for construction.
 6. 2. Quantities, Specifications & Estimate
 7. The ENGINEER will prepare the following miscellaneous drawings
 8. Title Sheet
 9. Index of Sheets
 10. Summary of Quantities
 11. Driveway Summary
 12. The ENGINEER will develop a detailed Construction Cost Estimate (30%, 60%, 90%, and Final).
- h. PROJECT MANAGEMENT
 1. Project Management
 - a. The ENGINEER will set up the project, direct and coordinate the various elements and activities associated with the project.
 - b. The ENGINEER will provide continuous quality assurance and quality control to ensure completeness of product and compliance with City procedures.
 - c. The ENGINEER will review all work for compliance with the CITY's latest practices and procedures, policies, standards, specifications and design criteria prior to submission of deliverables.
 2. Project Administration



- a. The ENGINEER will prepare correspondence, invoicing and progress reports, on a monthly basis in accordance with current CITY requirements and format. The ENGINEER will provide progress reports on a monthly basis.
 - b. The ENGINEER will maintain routine project record keeping.
3. Progress/Coordination Meetings
 - a. The ENGINEER will attend interim coordination/progress meetings with the CITY as necessary to communicate the development of the project. Meetings include the following:
 - i. Coordination/Progress Meetings (3 each)
 - b. The ENGINEER will prepare meeting minutes and submit to the CITY Project Manager for review via e-mail within three working days of the meeting.
 - c. The ENGINEER will conduct internal coordination meetings with the project team as required to advance the development of the route study.
4. Project Schedule
 - a. The ENGINEER will prepare a project schedule indicating tasks, subtasks, critical dates, milestones, deliverables, and CITY review requirements.
 - b. The ENGINEER will submit schedule updates on a monthly basis with the project invoice indicating progress to date on each task and subtask. If substantial revisions to the schedule are anticipated, these revisions will be discussed at the next project progress meeting.
5. TxDOT Coordination/Driveway Permit
 - a. The ENGINEER shall coordinate and secure the necessary authorization, presumably a driveway permit, to construct the intersection of Martindale Rd. and SH 123.

Deliverables

1. ENGINEER will prepare and engineering schematic on a roll plot for use in stakeholder coordination.
2. ENGINEER will prepare detailed plans, specifications, and cost estimates for bidding and construction.
3. ENGINEER will prepare plans (11" x 17" or 24" x 36" with use of 1" = 20' or 1" = 40' instead) to include each of the work items listed above.
4. ENGINEER will prepare a Probable Construction Cost Estimate based on TxDOT average low-bid unit prices.
5. ENGINEER will prepare the project manual utilizing CITY bid manual standards.
6. ENGINEER will prepare the TxDOT driveway permit required.

5. EXCLUDED AND/OR ADDITIONAL SERVICES: (If additional pages are necessary, they are identified as Attachment B)

The following services are excluded but may be provided as an additional service as requested.

1. Environmental documentation.
2. Public Involvement including public hearings and meetings with affected property owners.
3. Construction Phase services will be provided as an additional service.
 - a. The ENGINEER will respond to contractor Requests for Information (RFI) (Assume 1).
 - b. The ENGINEER will review shop drawings.
 - c. The ENGINEER will attend monthly construction progress meetings.
 - d. The ENGINEER will prepare Final Punch List upon completion of construction.
4. Utility design will be provided as an additional service.
 - a. The ENGINEER will provide plans, specifications, and cost estimates for the design of water and wastewater utility relocations in accordance with the CITY design standards and specifications.
5. Brush Clearing for geotechnical borings will be provided as an additional service in accordance with the attached Raba-Kistner geotechnical engineering fee proposal.



a. BID PHASE SERVICES

1. The ENGINEER will attend a pre-bid conference.
2. The ENGINEER will distribute plans to the Plan Rooms
3. The ENGINEER will respond to contractor questions.
4. The ENGINEER will prepare and issue addenda, as needed.
5. The ENGINEER will perform bid analysis and prepare Letter of Recommendation of Award to the CITY.

6. THE COMPENSATION TO BE PAID BGE FOR PROVIDING THE REQUESTED SERVICES: (If additional pages are necessary, they are identified as Attachment B)

Professional Fees

The proposed fee for this project is One Hundred Sixty-Five Thousand, Three Hundred Ninety-One Dollars and Twenty-Six Cents (\$165,391.26) in basic services. The proposed fee for additional services to be provided as authorized is Fifty-Six Thousand One Hundred Eighty-Four Dollars and Seventy-Six Cents (\$56,184.76). Exhibit 1 – Fee Schedule includes a detail of hours anticipated for the execution of the project.

Reimbursable Expenses are in addition to the Professional Fees. Reimbursable Expenses will be billed at 1.0 times their cost. Reimbursable Expenses include: N/A.

IN WITNESS WHEREOF, this Agreement is accepted on the date written below and subject to the terms and conditions set forth above and in Attachments.

BGE, Inc.

SIGNED: John C. Colquhoun

TYPED NAME: JOHN C. COLQUHOUN, P.E.

TITLE: DIRECTOR

DATE: JANUARY 26, 2024

CLIENT: City of Seguin

SIGNED: _____

TYPED NAME: _____

TITLE: _____

DATE: _____



Attachment A Standard Terms and Conditions

Project/Proposal: Strempel St./Martindale Roadway Improvements

Client: City of Sequin

Date: January 26, 2024

1. **STANDARD OF CARE:** Professional Services shall be performed in accordance with and limited to the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Professional Services are performed.
2. **NO WARRANTY:** Professional Services are not subject to, nor can or will BGE, Inc. (BGE) provide any warranty or guarantee, express or implied, regarding the Professional Services to be supplied by BGE. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to and shall not be a part of the agreement. BGE DISCLAIMS ANY AND ALL EXPRESS, STATUTORY, COMMON LAW AND/OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND GOOD AND WORKMANLIKE MANNER.
3. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Services and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.); job-related mileage at the prevailing IRS rate; courier, printing and reproduction costs; and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that BGE's services under this Agreement are limited to those described in the Scope of Services and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling of any such operation.

4. **INVOICE PROCEDURES AND PAYMENT:** BGE shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method," whereby BGE will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Services and reimbursable costs. Such invoices shall be submitted by BGE as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt.

The Client, as Owner or authorized agent for the Owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for the same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. BGE reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. The suspension shall remain in effect until all unpaid invoices are paid in full.

5. **COST ESTIMATES:** Any cost estimates provided by BGE are opinions based on the experience and judgment of BGE. Client hereby acknowledges that BGE cannot warrant that any cost estimates provided by BGE will not vary from actual costs incurred by Client.
6. **CLIENT SUPPLIED DOCUMENTS AND INFORMATION:** Client warrants that all documentation and information provided by Client to BGE for use in performing the services hereunder is accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such documentation and information to BGE. BGE shall have no liability to Client for any damages or claims arising out of any errors contained in such documents and information and BGE's use and reliance upon the same. Client hereby agrees to indemnify and hold BGE harmless from any and all liabilities, claims and lawsuits arising out of BGE's Use and reliance upon such documentation and information and for any claims of infringement or ownership disputes involving such documentation and information.
7. **PERMITS:** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Client will provide to BGE copies of any such permits or any such notices, together with any other relevant information that will alert BGE to the requirements of such permits, approvals, or notifications.



Attachment A

Standard Terms and Conditions

8. **REPORTING OBLIGATIONS:** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes BGE from providing any notices or reports that it may be required by law to give to governmental entities.
9. **OTHER INFORMATION:** BGE will rely upon commonly used sources of data, including database searches and agency contacts. BGE does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
10. **LABORATORY SERVICES:** In performing services, BGE may request that Client provide independent testing laboratory services. BGE will rely on the accuracy of the testing laboratory services. BGE will not, and Client shall not rely upon BGE to, check the quality or accuracy of the testing laboratory's services.
11. **SITE VISIT:** All conclusions, opinions and recommendations relating to site issues will be based upon site conditions at the Property as they existed at the time of BGE's site visit, if any. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate BGE to visit the site.
12. **ACCESS:** Client will provide BGE with access to the Property or to any other site as required by BGE for performance of the Services.
13. **OWNERSHIP OF DOCUMENTS:**
 - a. All designs, drawings, specifications, documents, and other work products of the BGE (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by BGE regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of BGE. BGE grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by BGE in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further reproductions of the Documents and shall return to BGE within seven days of termination all originals and reproductions in the Client's possession, custody and control.
 - b. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND TO THE FULLEST EXTENT OF THE LAW CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY BGE, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BGE'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.
14. **CONSTRUCTION SERVICES:** If, under this Agreement, Professional Services are provided during the construction phase of the project, BGE shall not supervise, be responsible for or have control over any contractor's means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any contractor's work; nor shall BGE be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. The Client agrees that any contractors shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractors. Client understands that construction phase services are not intended to be a detailed check or an inspection of any contractor's work. BGE shall not be required to sign any document that requires BGE to certify conditions that BGE has not specifically observed during construction. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS BGE FROM ALL CLAIMS, LOSSES, DAMAGES, ATTORNEY FEES, INJURIES, JUDGMENTS, CAUSES OF ACTIONS, AND SUITS OF ANY AND ALL KIND, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGES CAUSED BY ANY CONTRACTOR ARISING OUT OF THE PROJECT AND THE WORK.
15. **SUBMITTAL REVIEW:** In the event BGE's Professional Services include the review of contractor submittals of shop drawings, product data, samples or other data that the contractor is required to submit (collectively, "Contractor Submittals"), BGE's review is for the limited purpose of checking Contractor Submittals for general conformance with the design concept and the information shown in the drawings and/or specifications prepared by BGE. This review shall not include review of the accuracy or completeness of details, quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, interpretation of welds, or safety precautions. BGE shall be provided sufficient time (in BGE's sole opinion) to permit adequate review by BGE. Review of a specific item shall not indicate that BGE has reviewed the entire assembly of which the item is a component. The Contractor is solely responsible for identifying any deviations in the Contractor Submittals from the drawings, specifications or other Construction Documents.
16. **ASBESTOS OR HAZARDOUS MATERIALS:** It is acknowledged by both parties that BGE's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event BGE or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of BGE's Services, BGE may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.
17. **CHANGED CONDITIONS:** The Client and BGE acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the BGE. Should Client or BGE call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.



Attachment A

Standard Terms and Conditions

18. **NO CERTIFICATION:** BGE shall not be required to sign any documents that would result in BGE having to certify, guarantee, or warrant the existence of conditions whose existence BGE cannot ascertain. The Client also agrees not to make resolution of any dispute with BGE or payments of any amount due to BGE in any way contingent upon BGE's signing any such certification.
19. **PROJECT ENHANCEMENT:** If, due to BGE's error or omission, any required item or component of the Project is omitted from BGE's documents, BGE shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will BGE be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
20. **DELAYS:** Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make decisions; judicial restraint or delays in securing governmental approvals; permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.
21. **LIMIT OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BGE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER 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 SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY BGE UNDER THE TERMS OF THIS AGREEMENT.
22. **INSURANCE:** BGE shall at all times carry Worker's Compensation Insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that BGE be named as an additional insured on insurance coverages provided by contractors on the project.
23. **CONSEQUENTIAL DAMAGES: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.**
24. **ASSIGNMENT AND NO THIRD PARTY BENEFICIARIES:** Neither Client nor BGE shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that there are no third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement.
25. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in the Scope of Services, or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client for the Client's convenience, BGE shall be given seven (7) days prior written notice of such action and shall be compensated for the Professional Services and reimbursable expenses provided up to the date of suspension, termination, cancellation or abandonment plus anticipated profit on those Professional Services not performed by BGE. In the event either Client or BGE seeks to terminate the Agreement based on the material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all Professional Services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.
26. **ENTIRETY OF AGREEMENT:** The Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties and attached hereto.
27. **WAIVER:** Any failure by BGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and BGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.



Attachment A Standard Terms and Conditions

28. DISPUTE RESOLUTION:

- a. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to; First, direct negotiations between the appropriate representatives of each party; Second, non-binding mediation as a condition precedent to the commencement of litigation by either party. If such matter relates to or is the subject of a lien arising out of BGE's services, then BGE 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. 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. Any agreed upon settlement shall remain confidential.
- b. If any claim or dispute cannot be resolved by non-binding mediation, either or both parties may elect to pursue resolution through litigation. In the event of any litigation between the parties, it is agreed and stipulated that the case shall be heard and decided by the court, WITHOUT A JURY.

29. GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State where the site of the work is located.

30. CORPORATE LIABILITY: Client understands and agrees that BGE is a business entity that has contracted to perform services, and any services provided by BGE's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of BGE's employees, agents or officers in their individual capacity.

31. REGULATORY CHANGES: In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate Additional Services amendment.

32. ATTORNEY'S FEES: In the event BGE's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, or if BGE is the prevailing party in any litigation or arbitration with Client, then Client shall pay BGE all reasonable and necessary attorneys' fees, expenses, expert fees, deposition fees and costs, court costs and other costs incurred by BGE, in addition to other amounts due.

33. FIDUCIARY RESPONSIBILITY: BGE makes no warranty, either expressed or implied, as to BGE's findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither BGE nor any of BGE's subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.

34. CONTRACTUAL LIEN TO SECURE PAYMENT: Client grants to BGE a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property described in the Agreement and all improvements thereon to secure payment for all debts owed, now or in the future, to BGE by Client including those arising as a result of BGE's services provided under this Agreement. Client grants BGE the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located. Client's representative signing below warrants that s/he has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the Property that is part of the Project or has a direct contract or agency relationship with the Property owner. Client agrees to indemnify, save, and hold BGE harmless for any and all claims, causes of action, and damages that may arise against BGE if the representations contained in this paragraph are not correct.

35. 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 party 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 terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

36. CONSTRUCTION OF AGREEMENTS: Paragraph titles in this Agreement are for convenience only and are not intended to detract from or limit the effect of any language in this 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.

37. 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; (b) any continuing obligation or responsibility of BGE and of Client which would otherwise survive termination of the Services; or (c) the survival of any indemnity of BGE by Client; or (d) the survival of paragraphs 1, 2, 6, 13, 16, 19, 21, and 23 - 37.

EXHIBIT 1 - FEE SCHEDULE

PRIME PROVIDER NAME: BGE, Inc.

CITY OF SEGUIN

PROJECT NAME: Strempel St./Martindale Roadway Design

FUNCTION CODE	BASIC SERVICES - SUMMARY					
	BGE		RABA-KISTNER		TOTAL	
	HOURS	FEES	HOURS	FEES	HOURS	FEES
ROUTE & DESIGN STUDIES (FC 110)	0	\$0.00	0	\$10,920.00	0	\$10,920.00
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)	0	\$ -			0	\$0.00
RIGHT OF WAY DATA (FC 130)	59	\$10,748.47			59	\$10,748.47
DESIGN SURVEY (FC 150)	104	\$20,556.32			104	\$20,556.32
ROADWAY DESIGN CONTROLS (FC160)	141	\$20,831.41			141	\$20,831.41
DRAINAGE (FC161)	136	\$20,813.46			136	\$20,813.46
SIGNING, PVMT. MARKING, & SIGNAL (FC162)	32	\$4,946.06			32	\$4,946.06
MISCELLANEOUS (ROADWAY) (FC 163)	140	\$22,025.84			140	\$22,025.84
PROJECT MANAGEMENT	110	\$22,564.70			110	\$22,564.70
Other Direct Expenses		\$31,985.00		\$ -	0	\$31,985.00
TOTAL	722	\$ 154,471.26	0	\$ 10,920.00	722	\$165,391.26

ADDITIONAL SERVICES - SUMMARY

FUNCTION CODE	Supplemental	
	HOURS	FEES
UTILITY DESIGN (WATER & WASTE WATER)	208	\$34,515.90
BID AND CONSTRUCTION SERVICES (FC 351)	94	\$17,918.86
Brush Clearing (For Geotech)		\$3,750.00
TOTAL	302	\$ 56,184.76

EXHIBIT 1-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.
Strempel St./Marindale Rd. Roadway Design

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
Utility Coordination (FC 130)												
Utility Coordination		10			20		20			50	5	10
Utility Conflict Matrix		1			8					9	3	3
HOURS SUB-TOTALS	0	11	0	0	28	0	20	0	0	59		
CONTRACT RATE PER HOUR	\$288.00	\$254.57	\$198.00	\$155.57	\$198.00	\$187.39	\$120.21	\$200.00	\$102.53			
TOTAL LABOR COSTS	\$0.00	\$2,800.27	\$0.00	\$0.00	\$5,544.00	\$0.00	\$2,404.20	\$0.00	\$0.00	\$10,748.47		
% DISTRIBUTION OF STAFFING	0.00%	18.64%	0.00%	0.00%	47.46%	0.00%	33.90%	0.00%	0.00%			
SUBTOTAL (FC130)										\$10,748.47		

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DESIGN SURVEY (FC 150)												
Topographic Survey		4	4			36		60		104		
HOURS SUB-TOTALS	0	4	4	0	0	36	0	60	0	104		
CONTRACT RATE PER HOUR	\$288.00	\$254.57	\$198.00	\$155.57	\$198.00	\$187.39	\$120.21	\$200.00	\$102.53			
TOTAL LABOR COSTS	\$0.00	\$1,018.28	\$792.00	\$0.00	\$0.00	\$6,746.04	\$0.00	\$12,000.00	\$0.00	\$20,556.32		
% DISTRIBUTION OF STAFFING	0.00%	3.85%	3.85%	0.00%	0.00%	34.62%	0.00%	57.69%	0.00%			
SUBTOTAL (FC150)										\$20,556.32		

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN CONTROLS (FC160)												
HORIZONTAL AND VERTICAL ALIGNMENT DATA SHEETS							1			1	1	1
PROPOSED TYPICAL SECTIONS				1			3			4	1	4
EXISTING TYPICAL SECTIONS				1			3			4	1	4
ROADWAY PLAN AND PROFILE (SCALE: H 1"=100' V 1"=10')	4	4		2			40			50	5	10
CROSS STREET ROADWAY PLAN AND PROFILE (SCALE: H 1"=100' V 1"=10')				2			8			10	2	5
ROADWAY GEOMETRY DESIGN		2		10						12		
INTERSECTION LAYOUTS & GRADING				10						10		
MISCELLANEOUS ROADWAY DETAILS							4			4	1	4
PAVEMENT REMOVAL PLANS & DEMOLITION PLANS				2			4			6	2	3
COORDINATOR MODEL/EARTHWORK CROSS SECTIONS				40						40	10	4

EXHIBIT 1-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.

Strempel St./Marindale Rd. Roadway Design

HOURS SUB-TOTALS	4	6	0	68	0	0	63	0	0	141	23	
CONTRACT RATE PER HOUR	288	254.57	198	155.57	198	187.39	120.21	200	102.53			
TOTAL LABOR COSTS	\$1,152.00	\$1,527.42	\$0.00	\$10,578.76	\$0.00	\$0.00	\$7,573.23	\$0.00	\$0.00	\$20,831.41		
% DISTRIBUTION OF STAFFING	2.84%	4.26%	0.00%	48.23%	0.00%	0.00%	44.68%	0.00%	0.00%			
SUBTOTAL (FC 160)										\$20,831.41		

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DRAINAGE (FC161)												
COMPUTE EXISTING PEAK FLOWS		1		10						11		
COMPUTE PROPOSED PEAK FLOWS		1		10						11		
DRAINAGE AREA MAPS		1		4			4			9	1	9
HYDRAULIC DATA SHEETS				2			2			4	1	4
STORM SEWER COMPUTATIONS		1		20						21	1	21
STORM SEWER DITCH PLAN AND PROFILES	5			10			20			35	5	7
DITCH CALCULATIONS TABLE				4			2			6	1	6
DRAINAGE SUMMARIES				2			4			6	1	6
STANDARD DETAILS				2			4			6	1	6
STORM WATER POLLUTION PREVENTION PLAN (SW3P):												
STORM WATER POLLUTION PREVENTION PLAN	1	2		8			8			19	3	6
STORM WATER POLLUTION PREVENTION PLAN STANDARDS				2			4			6	3	2
STORM WATER POLLUTION PREVENTION PLAN SUMMARIES				1			1			2	1	2
HOURS SUB-TOTALS	6	6	0	75	0	0	49	0	0	136	18	
CONTRACT RATE PER HOUR	\$288.00	\$254.57	\$198.00	\$155.57	\$198.00	\$187.39	\$120.21	\$200.00	\$102.53			
TOTAL LABOR COSTS	\$1,728.00	\$1,527.42	\$0.00	\$11,667.75	\$0.00	\$0.00	\$5,890.29	\$0.00	\$0.00	\$20,813.46		
% DISTRIBUTION OF STAFFING	4.41%	4.41%	0.00%	55.15%	0.00%	0.00%	36.03%	0.00%	0.00%			
SUBTOTAL (FC 161)										\$20,813.46		

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SIGNING, PVMT. MARKING, & SIGNAL (FC162)												
SIGNING AND PAVEMENT MARKING LAYOUTS	1	1		10			10			22	3	7
SIGNING SUMMARIES (SMALL)	1	1		4			4			10	3	3
SIGNING, PAVEMENT MARKING, ETC. QUANTITIES										0	1	
HOURS SUB-TOTALS	2	2	0	14	0	0	14	0	0	32	7	
CONTRACT RATE PER HOUR	\$288.00	\$254.57	\$198.00	\$155.57	\$198.00	\$187.39	\$120.21	\$200.00	\$102.53			
TOTAL LABOR COSTS	\$576.00	\$509.14	\$0.00	\$2,177.98	\$0.00	\$0.00	\$1,682.94	\$0.00	\$0.00	\$4,946.06		
% DISTRIBUTION OF STAFFING	6.25%	6.25%	0.00%	43.75%	0.00%	0.00%	43.75%	0.00%	0.00%			
SUBTOTAL (FC 162)										\$4,946.06		

EXHIBIT 1-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.

Strempe! St./Marindale Rd. Roadway Design

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MISCELLANEOUS (ROADWAY) (FC 163)												
TRAFFIC CONTROL PLAN, DETOURS & SEQUENCE OF CONSTRUCTION:												
OVERALL PHASING LAYOUT		2		4			8			14	1	14
TCP, DETOURS AND SEQUENCE OF CONSTRUCTION	6	5		10			20			41	18	2
ADVANCE SIGNING LAYOUTS				1			5			6	1	6
TCP DETAILS, TYPICAL SECTIONS		2		4			8			14	1	14
TCP STANDARDS				2			10			12	6	2
QUANTITIES, SPECIFICATIONS & ESTIMATE:												
TITLE SHEET/INDEX SHEET		1		1			4			6	1	6
ROADWAY QUANTITY SHEETS		1		5			5			11	2	6
COMPUTE & TABULATE TCP QUANTITIES				2						2		
COMPUTE & TABULATE REMOVAL QUANTITIES				2						2		
SUMMARY SHEETS FOR DRIVEWAY, MISCELLANEOUS QUANTITIES, ETC.				6			5			11	2	6
GENERAL NOTES, SPECIFICATIONS AND PROVISIONS, PROJECT CONSTRUCTION MANUAL	2	4		15						21	50	0
	8	15	0	52	0	0	65	0	0	140	82	
CONTRACT RATE PER HOUR	\$288.00	\$254.57	\$198.00	\$155.57	\$198.00	\$187.39	\$120.21	\$200.00	\$102.53			
TOTAL LABOR COSTS	\$2,304.00	\$3,818.55	\$0.00	\$8,089.64	\$0.00	\$0.00	\$7,813.65	\$0.00	\$0.00	\$22,025.84		
% DISTRIBUTION OF STAFFING	5.71%	10.71%	0.00%	37.14%	0.00%	0.00%	46.43%	0.00%	0.00%			
SUBTOTAL (FC 163)										\$22,025.84		

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)												
PROJECT MANAGEMENT PLAN		2								2		
STAKEHOLDER COORDINATION MEETINGS		10		10					10	30		
PROJECT MANAGEMENT & ADMINISTRATION WITH CITY (8 MONTHS)		24								24		
DESIGN SCHEDULE		2								2		
PROGRESS/COORDINATION MEETINGS (6 MEETINGS)		6		6						12		
TxDOT Coordination/Driveway Permit		20		10			10			40		
HOURS SUB-TOTALS	0	64	0	26	0	0	10	0	10	110		
CONTRACT RATE PER HOUR	\$288.00	\$254.57	\$198.00	\$155.57	\$198.00	\$187.39	\$120.21	\$200.00	\$102.53			
TOTAL LABOR COSTS	\$0.00	\$16,292.48	\$0.00	\$4,044.82	\$0.00	\$0.00	\$1,202.10	\$0.00	\$1,025.30	\$22,564.70		
% DISTRIBUTION OF STAFFING	0.00%	58.18%	0.00%	23.64%	0.00%	0.00%	9.09%	0.00%	9.09%			
SUBTOTAL (FC 164)										\$22,564.70		

EXHIBIT 1-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.
Strempe! St./Marindale Rd. Roadway Design

PROJECT TOTALS	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	PROJECT ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	SURVEY CREW	CLERICAL	
TOTAL HOURS	20.00	108.00	4.00	235.00	28.00	36.00	221.00	60.00	10.00	722.00
CONTRACT RATE PER HOUR	\$ 288.00	\$ 254.57	\$ 198.00	\$ 155.57	\$ 198.00	\$ 187.39	\$ 120.21	\$ 200.00	\$ 102.53	
TOTAL LABOR COSTS	\$ 5,760.00	\$ 27,493.56	\$ 792.00	\$ 36,558.95	\$ 5,544.00	\$ 6,746.04	\$ 26,566.41	\$ 12,000.00	\$ 1,025.30	\$122,486.26
% DISTRIBUTION OF STAFFING	4.7%	22.4%	0.6%	29.8%	4.5%	5.5%	21.7%	9.8%	0.8%	100%

EXHIBIT 1-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.
Strempe! St./Marindale Rd. Roadway Design

DESCRIPTION	TOTAL MH BY FC	TOTAL COSTS BY FC	% of Total
RIGHT OF WAY DATA (FC 130)	59	\$10,748.47	9%
DESIGN SURVEY (FC 150)	104	\$20,556.32	17%
ROADWAY DESIGN CONTROLS (FC 160)	141	\$20,831.41	17%
DRAINAGE (FC 161)	136	\$20,813.46	17%
SIGNING, PVMT. MARK., & SIGNALS (FC162)	32	\$4,946.06	4%
MISCELLANEOUS (ROADWAY) (FC 163)	140	\$22,025.84	18%
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)	110	\$22,564.70	18%
SUBTOTAL LABOR EXPENSES	722	\$122,486.26	
OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)	# OF UNITS	COST/UNIT	
Mileage (# of miles) (current state rate)	200	\$0.550	\$110.00
Plats and Field Notes	6	\$5,100.00	\$30,600.00
TDLR PROJECT REGISTRATION	1	\$250.00	\$250.00
TDLR PLAN REVIEW FEE	1	\$375.00	\$375.00
TDLR INSPECTION FEE	1	\$650.00	\$650.00
TDLR PRELIMINARY REVIEW FEE	0	\$145.00	\$0.00
TDLR SPECIAL INSPECTION FEE (\$/hr 1 Hr min)	0	\$215.00	\$0.00
SUBTOTAL DIRECT EXPENSES			\$31,985.00

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$122,486.26
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$31,985.00
GRAND TOTAL	\$154,471.26

ADDITIONAL SERVICE - EXHIBIT 1-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.
Strempel St./Martindale

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
UTILITY DESIGN (WATER & WASTE WATER)													
ALIGNMENT ANALYSIS		4			8						12		
Water Line Design	6	6			30	15			15		72	4	18
Waste Water Line Design	8	8			40	20			20		96	6	16
Special Details	4	4			10	5			5		28	3	9
HOURS SUB-TOTALS	18	22	0	0	88	40	0	0	40	0	208		
CONTRACT RATE PER HOUR	288	254.57	198	219.21	155.57	130.82	198	187.39	120.21	102.53			
TOTAL LABOR COSTS	\$5,184.00	\$5,600.54	\$0.00	\$0.00	\$13,690.16	\$5,232.80	\$0.00	\$0.00	\$4,808.40	\$0.00	\$34,515.90		
% DISTRIBUTION OF STAFFING	8.7%	10.6%			42.3%	19.2%			19.2%				
SUBTOTAL (FC 110)											\$34,515.90		

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. ENGINEERING TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
BID AND CONSTRUCTION SERVICES (FC 351)													
ATTEND PRE-BID CONFERENCE AND DISTIBUTE PLANS		4			8						12		
RESPOND TO CONTRACTOR QUESTIONS					8						8		
PREPARE AND ISSUE ADDENDA		2			4						6		
ASSIST IN CONTRACT BID OPENING AND PERFORM REFERENCE CHECKS		1			4						5		
TABULATE BIDS AND RECOMMENDED AWARD TO THE CITY		1			4						5		
RESPOND TO RFI'S (ASSUME 1)		2			2			4			8		
REVIEW SHOP DRAWINGS (SIGNALS, RETAINING WALLS, CULVERTS)		2			4						6		
ATTEND MONTHLY PROGRESS MEETINGS (ASSUME 8)		16			16						32		
FINAL PUNCH LIST		4			8						12		
HOURS SUB-TOTALS	0	32	0	0	58	0	0	4	0	0	94		
CONTRACT RATE PER HOUR	288	254.57	198	219.21	155.57	130.82	198	187.39	120.21	102.53			
TOTAL LABOR COSTS	\$0.00	\$8,146.24	\$0.00	\$0.00	\$9,023.06	\$0.00	\$0.00	\$749.56	\$0.00	\$0.00	\$17,918.86		
% DISTRIBUTION OF STAFFING		34.04%			61.70%			4.26%					
SUBTOTAL (FC120)											\$17,918.86		

DESCRIPTION			TOTAL MH BY FC	TOTAL COSTS BY FC
UTILITY DESIGN (WATER & WASTE WATER)			208	\$34,515.90
BID AND CONSTRUCTION SERVICES (FC 351)			94	\$17,918.86
SUBTOTAL LABOR EXPENSES			302	\$52,434.76
OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)	# OF UNITS	COST/UNIT		
Brush Clearing (For Geotech)	1	\$ 3,750.00		\$3,750.00
SUBTOTAL DIRECT EXPENSES				\$3,750.00

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$52,434.76
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$3,750.00
GRAND TOTAL	\$56,184.76

[Delivery by Email: JColquhoun@bgeinc.com]

211 Trade Center, Suite 300
New Braunfels, TX 78130

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Proposal No. PNA23-036-00
May 30, 2023

Mr. John C. Colquhoun, P.E.
Director – Transportation Systems, Central Texas
Associate
BGE, Inc.
7330 San Pedro, Suite 202
San Antonio, Texas 78216

**RE: Geotechnical Engineering Study
Strempel Road and Martindale Road Connection
Seguin, Texas**

Dear Mr. Colquhoun:

In accordance with your request, RABA KISTNER, Inc. (RKI) is pleased to submit this proposal for Geotechnical Engineering Services to BGE, Inc. (Client) for the referenced project. The broad objectives of our study will be to evaluate subsurface conditions at the site and to develop information concerning pavement recommendations. Described in this letter are:

- our understanding of currently perceived project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

To be considered in this study is the extension/connection of Strempel Road to East Martindale Road in Seguin, Texas. The study includes the portion of the existing and proposed roadways between State Highway (SH) 123 and Parkwood Road. It is our understanding that the approximately 800 ft of Strempel Road extending from SH 123 east until it turns south will be reconstructed and will extend east through the green field until it connects with East Martindale Road at its existing terminus. The pavement design will be completed in accordance with the City of Seguin design standards using AASHTO based pavement design.

Field Study

RKI will provide a geologist or geotechnical technician to oversee and manage the sample collection and soil classification process, provide technical direction during exploration, prepare detailed boring logs of



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the material encountered, and transport samples to our laboratory for further testing. An on-site representative, which is not routinely provided by other firms, enhances the quality of the data and the coordination with property owners. RKI asks that you consider this service when comparing our proposal to proposals from firms that do not routinely provide professional field personnel in addition to a two-man drill crew.

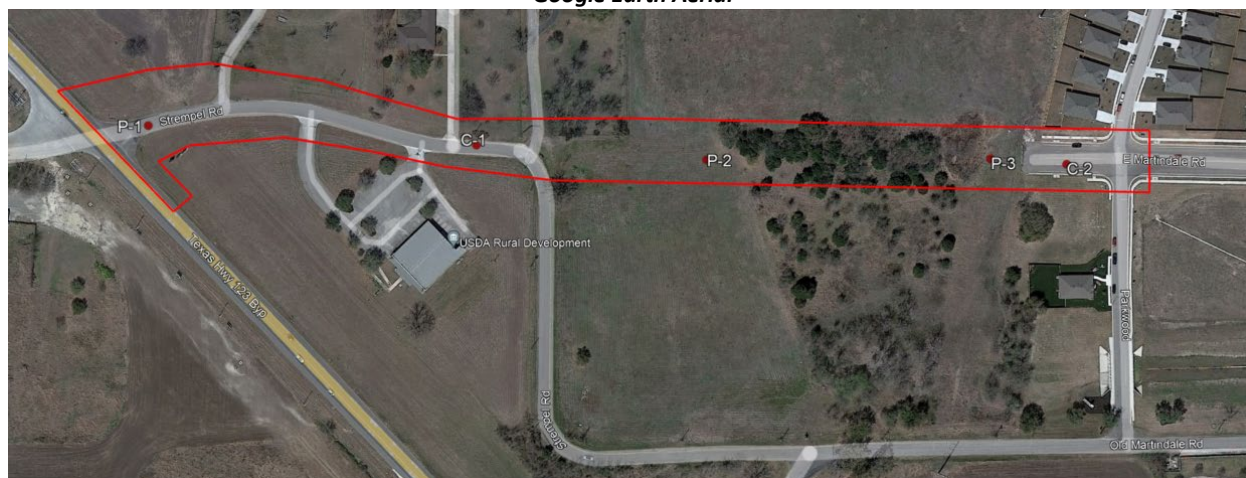
To explore soil/rock conditions at this site, we propose drilling 3 total borings and 2 cores along the proposed roadway construction/reconstruction alignment. We propose to extend the borings/cores below the existing ground surface using a truck mounted drilling rig to the depths presented in the boring schedule below.

Description	No. of Borings	Depth (ft) ⁽¹⁾
Borings (P-1 through P-3)	3	15
Cores (C-1 and C-2)	2	3 ⁽²⁾

1) Below the ground surface existing at the time of our study

2) Through the existing pavement sections and into the subgrade to collect a sample.

Exhibit 1
Proposed Bore/Core Locations
Google Earth Aerial



This proposal was prepared based on a total maximum drilling footage of 51 ft. The borings/cores will be extended through the existing pavements, where applicable, and field measured thicknesses of the pavement sections will be recorded. The borings will be located in the field using recreational grade GPS. Our cost does not include surveying of the boring locations. However, we recommend the client or the representative survey the final boring locations.

Samples in the overburden soils will be taken using conventional split-spoon sampling techniques. Representative portions of samples will be sealed and packaged for transportation to our laboratory. Same day groundwater readings will be performed on select boring locations. The borings will be backfilled utilizing auger cuttings generated during drilling activities and bentonite chips, if required.

At select boring locations, Dynamic Cone Penetration (DCP) tests will be performed adjacent to the boring location from the existing ground surface and will extend to depths of approximately 2 ft or practical equipment refusal.

In addition to the above sampling and testing program, a bulk sample of the predominant, surficial subgrade soils will be collected for

Laboratory Study

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils . The testing program is anticipated to include:

- Moisture contents;
- Atterberg Limits (plasticity tests);
- Percent finer than a No. 200 sieve;
- Three-point California Bearing Ratio (CBR);
- Sulfate content testing;
- pH-Lime series testing; and
- Soil-lime compression strength testing.

CBR testing will provide information regarding inundated strength and swell characteristics of the surficial subgrade soils for direct use in pavement design analyses. The lime series testing will allow determination of required proportions of hydrated lime needed in conventional stabilization to sufficiently reduce the plasticity of the subgrade soils. Sulfate content testing will be used to determine the susceptibility of lime treated soils to lime induced heave in sulfate rich soils.

The actual types and quantity of tests will depend on the subsurface materials encountered in our borings. Untested samples or portions of the samples will remain in our laboratory for 30 days after the report has been issued.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of foundations for the proposed construction/reconstruction of the proposed roadway. Estimates of potential expansive, soil-related movements of the near-surface soils will also be provided. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.

- Pavement design considerations and recommendations; and
- Foundation construction considerations.

Since site grading plans can result in changes in the pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of site grading information, we will prepare recommendations based on the existing topography.

CLIENT may provide or direct RKI to utilize or rely upon certain information in the performance of RKI's services. RKI will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information.

The final report will be produced electronically in PDF format and will be transmitted via electronic mail.

Tentative Project Schedule

We assume that field activities will be allowed during the day from approximately 7 AM to 6 PM, Monday through Friday. Based on our review of available aerial photography, portions of the site are covered with trees and brush and clearing may be required to facilitate drill rig access. **We will attempt to locate the borings to try to eliminate/reduce the need for brush clearing, but if required/requested, we can subcontract a contractor to perform clearing with a hydro-ax at the referenced site.** The clearing, if necessary, will be performed along select paths to facilitate drill rig access to the proposed boring locations.

Based on our present workload, we anticipate that we could begin the boring layout and utility clearances within 3 to 5 working days of receiving your written authorization to proceed. Provided the site is accessible to our truck-mounted drill rigs. The boring layout and utility clearances are expected to take 3 working days. We request that private utilities, if any, be located prior to our drill crew mobilization to the site. The field exploration phase of this study will be scheduled as quickly as possible following completion of the utility clearances, provided the site is accessible to a truck-mounted drilling rig and favorable weather conditions. The field exploration and laboratory testing phase of the study is expected to take approximately 15 to 20 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional 7 to 10 working days to complete. We will be pleased to provide the design team with verbal design information as the data becomes available.

Project Cost

The fees for the study scopes outlined herein are summarized in the following:

If brush clearing is required for drill rig access and if it is desired that we provide these services or if a specialty drill rig is required in lieu of clearing, we will subcontract the necessary services and include these fees in our interim invoice for field services. Fee estimates for the coordination with the City (if required), permits application, brush clearing, and site activities are included in the following table.

Description	Fee	Please initial to Authorize
Geotechnical Base Study	\$10,920.00 - Lump Sum	Included
Brush Clearing	\$3,750.00 – Lump Sum ⁽¹⁾	

¹⁾ Daily clearing rate

Should unusual soil conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

If our corporate accounting department determines that either we do not have an established accounts receivable history or our due-diligence finds that a review of Dunn and Bradstreet reports indicates insufficient credit history and/or low scores, RKI will require obtaining an up-front retainer of at least 45 percent of the fee prior to commencing our work. The remaining portion is due upon completion of our geotechnical study.

We request that the Client provide RKI with site grading plans/layout, if available, prior to the start of our field exploration services. Also, it is our understanding that the Client will provide right-of-entry to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide private underground utility clearance. RKI will assist in locating underground utilities, provided the Client submits documentation of known existing utility locations. RKI will call in the boring locations to the Texas Excavation Safety System (TESS) for utility clearances at this location prior to drilling the boring. RKI will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or properly located, by the CLIENT, a utility, or a utility locating company.

Historically the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete.

It should be noted that our study scope (and project cost) does not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

It should be noted that our study scope (and project cost) does not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

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SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135	to	\$250/hour
	Professional.....	\$70	to	\$200/hour
	GIS/AutoCad Operator.....	\$65	to	\$110/hour
	Technical/Clerical/Administrative.....	\$40	to	\$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.