CONTRACT FOR ENGINEERING SERVICES

FIRM: **Pape-Dawson Consulting Engineers, LLC ("Engineer")**
ADDRESS: **2000 NW Loop 410, San Antonio, TX 78213**
PROJECT: **Nelda Street Drainage Improvements ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between the City of Seguin, a Texas home rule municipality, whose offices are located at 205 North River Street, Seguin, Texas, 78155 (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement professional engineering services by local governmental entities; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. **Roadway/Pedestrian/Drainage Improvements Project Documents.**
    - A. American Association of State Highway and Transportation Officials (AASHTO)
        - a. Policy on Geometric Design of Highways and Streets
        - b. Guide for Planning, Design, and Operation of Pedestrian Facilities
        - c. Guide for the Development of Bicycle Facilities
        - d. Highway Safety Manual
    - B. International Building Code
    - C. Americans with Disabilities Act (ADA) Regulations including TDLR registration and inspections
        - a. ADA Standards for Accessible Design Standards
    - D. National Environmental Policy Act (NEPA)
    - E. Federal Emergency Management Administration (FEMA)
    - F. United States Army Corps of Engineers Regulations
    - G. Texas Accessibility Standards (TAS) of the Architectural Barriers Act
    - H. Texas Department of Transportation (TxDOT)
        - a. Texas Manual of Uniform Traffic Control (TMUTCD)
        - b. Standard Specifications for Construction of Highways, Streets, and Bridges
        - c. TxDOT Bridge Design Manual - LRFD
        - d. TxDOT Geotechnical Manual
        - e. TxDOT Roadway Design Manual
        - f. TxDOT Hydraulic Design Manual
    - I. City of Seguin
        - a. Design Standards
        - b. Stormwater Criteria Manual
        - c. Road Adequacy and Access Technical Guidance
    - J. Additional standards may apply if project limits include FEMA special flood hazard areas or areas under USACE control or permitting.
2. **Wastewater Improvements Project Documents.**
    - A. International Building Code
    - B. City of Seguin
        - a. Design Standards

b. Lift Station Design Criteria Manual

C. San Antonio Water System (SAWS):
   a. Specifications for Water and Sanitary Sewer Construction
   b. SAWS Material Specifications

D. Texas Commission on Environmental Quality (TCEQ)
   a. Chapter 217, Design Criteria for Domestic Wastewater Systems

E. Relevant American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM) International, and Occupational Safety and Health Administration (OSHA) standards

F. Society of Protective Coatings

G. AASHTO – American Association of State Highway and Transportation Officials:
   a. M306: Standard Specification for Drainage, Sewer, Utility, and Related Castings

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

City will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. 1", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization

will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by City and Engineer of all Engineering Services and a fee amount agreed upon by the City and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the City of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed

on the scope of the Project and has been notified in writing by the City to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

City shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services 704,409
performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Six hundred ninety-nine thousand seven hundred ($699,700)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by City.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to City. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City Project Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the City Engineer.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to City Project Manager in a form acceptable to the Director of Finance for the City. All invoices submitted to the City must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of receipt. City reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the Director of Finance for the City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the City receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the City, to proceed with the applicable Engineering Services. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

City's Designated Representative/City Project Manager for purposes of this Contract is as follows:

Jennifer Shortess, P.E., CFM
Assistant Director of Engineering

City shall have the right, from time to time, to change the City's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by City under this Contract, the City's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action.

Actions, decisions or determinations by the City's Designated Representative on behalf of City shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the City's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the City's Designated Representative shall be binding on City; *provided, however,* the City's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. City's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the City Manager or the Seguin City Council, as the policies of the City deem appropriate.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jake Powell, P.E., CFM
Vice President, Stormwater

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving City written notice thereof. The City shall have a right to object to any change of Engineer's Designated Representative if the City determines that the newly designated Representative does not have equal or greater qualifications as Engineer's Designated Representative named above. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify City in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with the City at the City's discretion. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services. City may, from time to time, require Engineer to appear and provide information to the Seguin City Council.

Should City determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then City shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' written notification. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by City, to the effective date of suspension.

If City suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify City

in writing. In the event City finds that such work does constitute Additional Engineering Services, City shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of the City

to be thereafter used in any lawful manner as the City elects. Any such subsequent use made of documents by the City shall be at the City's sole risk and without liability to Engineer.

By execution of this Contract and upon full payment of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to the City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to the City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to the City.

Upon execution of this Contract, Engineer grants to the City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that the City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, the City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

The City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, the City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at the City 's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to the City any Engineering Work Products in electronic form or the City providing to Engineer any electronic data for incorporation into the Engineering Work Products, the City and Engineer shall by separate written contract set forth any special limitations not otherwise provided in this Contract governing such Engineering Work Products or electronic data. Any electronic files are provided by Engineer for the convenience of the City, and use of them is at the City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of the City's Designated Representative is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by the City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than the City. Engineer may not change the Project Manager without prior written consent of the City.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from the City. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by the City under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to the City shall be determined by the City within thirty (30) days of such submittal and the City shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, the City shall notify Engineer and the City's technical review process will begin.

If the submission is not Complete, the City shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to the City. This process shall be repeated until a submission is Complete.

B. Acceptance. The City shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to the City. This

process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the City's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the City. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of the City after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the City shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. City's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE CITY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE CITY, IT BEING UNDERSTOOD THAT THE CITY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By the City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By the City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should the City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, the City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should the City terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days, without prior written consent of the City.

If Engineer defaults in the performance of this Contract or if the City terminates this Contract for fault on the part of Engineer, then the City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to the City, the cost to the City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to the City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the City under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then the City may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to the City for any additional and reasonable costs incurred by the City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish the City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. The City is qualified for exemption pursuant to the provisions of Texas Tax Code Section 151.309.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE CITY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE CITY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE CITY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE CITY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE CITY'S COST. ENGINEER SHALL ALSO HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS,

SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE CITY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. The City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to the City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. The City, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where the City, its directors, officers and employees are additional insureds,

such insurance shall be primary and any insurance maintained by the City shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of the City.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $250,000 in the Engineer's insurance must be declared and approved in writing by the City in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by the City. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by the City shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish the City with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify the City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the City and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the City to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by the City) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. The City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. The City shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to the City by certified mail to:

   Pina Iuffredo
   205 N. River Street
   Seguin, Texas 78155

   With copy to: Mark D. Kennedy
   Via email at MKennedy@seguintexas.gov

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the City, to any such future coverage, or to the City's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with the City. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

The City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of the City.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto for the scope of work defined herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the Director of Finance for the City for verification purposes. Engineer agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that the City shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City: Steve Parker, City Manager
205 N. River Street
Seguin, Texas 78155

With copy to: Mark Kennedy, City Attorney
205 N. River Street
Seguin, Texas 78155

Engineer: Jake Powell, P.E., CFM
Vice President, Stormwater
2000 NW Loop 410
San Antonio, TX 78213

ARTICLE 32
GENERAL PROVISIONS

A. Timeliness of Performance is of Critical Importance. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to the City due to Engineer's negligent failure to perform the City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of the City's additional legal rights or remedies.

B. Force Majeure. Neither the City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Seguin, Guadalupe County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Guadalupe County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the City, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the City a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to the City, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. The City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the City, its officers and employees shall

have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by the City. The City believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that the City's payment of amounts under this Contract is contingent on the City receiving appropriations or other expenditure authority sufficient to allow the City, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that the City shall have the right to terminate this Contract at the end of any City fiscal year if the Seguin City Council does not appropriate sufficient funds as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving written notice of termination to Engineer.

P. Recording of Meetings. The City shall provide any recordings, transcripts, notes, and/or minutes taken during any meetings between the City and Engineer upon request, inclusive of any artificial intelligence-generated documents. If either the City or Engineer intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, the City and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Guadalupe County, Texas, or in a location agreeable to the parties. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in

which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City may

direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the City to enter into such litigation to protect the interests of the City.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the City to enter into this Contract.

IN WITNESS WHEREOF, the City has caused this Contract to be signed in its name by its duly authorized City Manager, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE SEGUIN CITY COUNCIL.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CITY

CITY OF SEGUIN, TEXAS

By: _____
Steve Parker, City Manager

Date: _____ ____, 20_____

ATTEST: _____
Kristin Mueller
City Secretary

ENGINEER

Pape-Dawson

By_____

Printed Name: Steven Dean, P.E., CFM

Title: Senior Vice President

Date: May 12, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Pape-Dawson Consulting Engineers, LLC
Name of Firm

Signature of Certifying Official

Steven C. Dean, P.E., CFM
Printed Name of Certifying Official

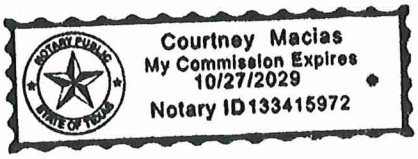
Senior Vice President
Title of Certifying Official

May 12, 2026 _____, 2026
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by STEVE DEAN _____ the SR VICE PRESIDENT of PAPE-DAWSON, on behalf of said firm.



Courtney Macias
Notary Public in and for the
State of Texas

My commission expires: 10/27/2029

EXHIBIT B

ENGINEERING SERVICES

PAPE–DAWSON

May 12, 2026

Ms. Jennifer R. Shortess, P.E., CFM
Assistant Director of Engineering
City of Seguin, Capital Projects/Engineering
205 N River Street
Seguin TX, 78155

Re: Nelda Street Drainage Improvements
PD Job # TBD

Dear Ms. Shortess:

We are pleased to present this proposal for providing civil engineering services in connection with the above-mentioned project. Pape-Dawson understands the City of Seguin intends to upgrade the storm drain system along Nelda Street from S Austin Street to Burges Street. The project consists of performing initial drainage analysis to confirm limits of improvements, then upsizing the underground and/or surface drainage system along portions of Nelda. Other design includes reconstructing Nelda including street, sidewalks, curbs, and driveway approaches where needed. Additional drainage infrastructure consists of potential detention ponds along Nelda. The project is referred to as Nelda Street Drainage Improvements and will be coordinated with current sidewalk improvement project along Nelda, which are currently being designed as a separate project.

The project scope is based on development of a 30% design/Preliminary Engineering Report (PER) submittal, then proceeding to 95% design and final signed and sealed submittals. Since construction is pending funding allocation, the scope does not include bidding, value engineering, or construction phase services. Scope items and associated fees for this project are as follows:

CIVIL ENGINEERING SERVICES

I. PROJECT MANAGEMENT (TASK 501) **$50,040**

- Project management will be performed for the duration of the project from Notice to Proceed (NTP) through 100% design, with an assumed duration of 7 months.
- Develop and maintain project schedule (includes duration of design).
- Coordinate and attend kickoff meeting with client. Schedule, coordinate, and attend bi-weekly client coordination meetings, including meeting preparation and meeting minutes. Assumes 14 bi-weekly meetings.
- Coordinate and attend kickoff meeting with design team. Schedule, coordinate, and attend monthly team coordination meetings, including meeting preparation and meeting minutes. Assumes 7 monthly meetings.
- General project administration including invoicing, subconsultant management, coordination with team and client, and document management.

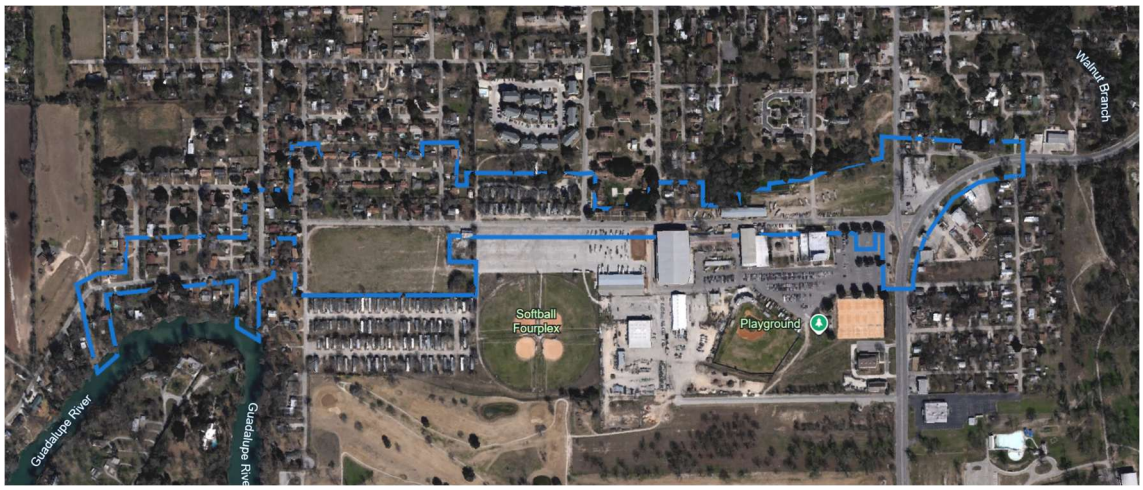
II. DATA COLLECTION (TASK 591) **$2,070**

Data will be collected to support the drainage study, roadway and drainage design, and utility coordination.

- Obtain planning data, GIS files, as-builts, maintenance information, previous studies from City of Seguin.
- Obtain Master Development Plan (MDP) H&H models/data from City of Seguin.
- Obtain best available LiDAR, land use, soils data.
- Perform gap analysis for data received (review LiDAR, datum adjustments, etc.)

III. TOPOGRAPHIC AND RIGHT-OF-WAY (ROW) SURVEY (TASK 105) $92,185

Pape-Dawson to utilize aerial data obtained with the nearby pedestrian project where control is sufficient to apply to the Nelda Drainage Improvements project. Topographic and ROW survey, and geospatial effort is included below. Approximate limits of survey are indicated in the figure below.



Supplemental Topographic Survey

- Pape-Dawson's survey crew to locate visible utilities (for example manholes, valve boxes, pedestals, power poles, etc.)
- Survey crew to open the valve boxes and obtain the top elevation of the water valve nut.
- Survey crew to obtain invert elevations for the sanitary and storm sewer manholes along with obtaining flow line elevations for storm drain structures.
- This scope assumes that marked underground utilities will be located by Pape-Dawson.

Establish Right-of-Ways

- Surveyor to research and obtain copies of the subdivision plats, deeds and right-of-way maps within the project limit.
- Property corners within the project limits tol be field located in order to establish the right-of-way lines of the following streets. Nelda Street between SH 123 and Boenig, Burges Street Between Renee Street to the north and Renee Street to the west, SH 123 at the intersection with Nelda Street and will extend 710 feet to the north and 400 feet to the south. This includes establishing the rights-of-way of any side streets that intersect with either Nelda Street, Burges Street, and SH 123 for 300 feet from the intersection.

- This proposal assumes that no right-of-entry will be obtained, and no rear property corners will be located unless they are accessible from the street right-of-way.

Project Control and Ground Truthing

- Pape-Dawson's Geospatial team to establish control targets on-site. Control targets consist of chevrons placed on hard surfaces or bare ground, or photo-identifiable features located within or adjacent to the project limits.
- Survey crews to mobilize to set and survey the necessary control targets and ground truthing points upon receipt of written Notice to Proceed, confirmation of site access, and approval of the control target layout by the Client.

Aerial Lidar Survey Acquisition and Processing

- Upon completion of the primary control and ground truthing survey, Pape-Dawson's Geospatial team to mobilize to the project site to acquire aerial lidar and supporting imagery covering the project limits for the Nelda Street full design topographic survey (see Exhibit "XX" below).
- The crew to review the acquired data for completeness prior to demobilization.
- The lidar data collected will be post-processed and calibrated to the control targets set and surveyed for the project. The calibrated data will be tested against the ground truthing points collected on site and a final calibration and ground truthing statistical accuracy report will be produced. This report identifies the achieved data accuracy.

Digital Terrain Model and Deliverables

- Following calibration, Pape-Dawson to generate a final Digital Terrain Model (DTM). This final DTM will consist of breaklines and major grade breaks identifiable within the project limits, together with a model keypoint surface representing the bare earth. A final TIN and 1-foot contour map will be generated. The resulting TIN will be tested against the ground truthing points to ensure the resulting surface accuracy matches the calibrated point cloud accuracy.

Planimetric

Pape-Dawson to extract planimetric features that are visible, identifiable, and unobstructed in the lidar and aerial imagery. Features to be extracted include:

- Edge of pavement
- Edge of dirt roads
- Curbs (gutter line, top face, and top back)
- Concrete slabs
- Walls (retaining or free-standing concrete)
- Sidewalks
- Power poles with overhead lines of connectivity
- Guy anchors
- Fences and gates
- Assumed fence where obscured
- Building structures (rooflines unless otherwise noted)
- Parking surfaces

- Driveways
- Above-ground utilities (light posts, traffic signals, signs, posts)
- Miscellaneous utilities (water valves, valve vaults, fire hydrants, electric boxes, pedestals, meter boxes, gas marker posts, utility covers, communication cabinets)
- Water features (ponds, lakes, rivers/creeks)
- Drainage structures (culverts, headwalls, curb inlets)
- Manholes (generic)

Note: Planimetric features tol be extracted only within unobscured areas where they are identifiable from the aerial data. Field verification of planimetric features except as included in the supplemental topographic survey is not included unless authorized as an Additional Service.

Deliverables

Pape-Dawson to provide the following deliverables to the Client:

- Accuracy Report
- 3D DTM and 1-foot contour drawing in OpenRoads DGN format
- 2D Planimetrics in OpenRoads DGN format
- Surface in LandXML format
- Aerial orthophotography at 3-inch or better ground sample distance

THIS TASK ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *The project units will be US Survey Feet.*
- *Horizontal and vertical datum to be defined by the Client or Licensed Surveyor responsible for project control.*
- *Orthometric elevations to be calculated using Geoid defined by the Client or Licensed Surveyor responsible for project control.*
- *Aerial imagery to be collected to produce 3-inch or better ground sample distance orthophotography for use in the production of deliverables and delivery to the Client.*
- *Ground control points will be set and surveyed as needed to calibrate the lidar data.*
- *Ground truthing points, or check points, will be collected to verify that the lidar calibration achieves a vertical RMSE of 0.16 feet or better.*
- *Data will be produced to meet ASPRS Accuracy Standards, Edition 2, Version 2 (2024), 5 cm accuracy class.*
- *Bare-earth penetration and planimetric visibility are subject to vegetation and surface conditions.*
- *Planimetric mapping is limited to features visible in the aerial LiDAR and imagery.*
- *All areas to be surveyed are owned and operated by the Client. Access coordination to privately owned lands will be coordinated by the Client prior to mobilizing to the site.*

IV. ENVIRONMENT CONSTRAINTS MEMO (TASK 701) $7,500

Pape-Dawson proposes to conduct a desktop Environmental Constraints Evaluation for the proposed project alignment. This evaluation will identify environmentally sensitive areas and regulatory considerations that may influence project planning, design,

permitting, and implementation. These findings will be summarized in a comprehensive Environmental Constraints Memo and supported by GIS mapping and permitting guidance documentation.

Scope of Work:

- Conduct an Environmental Constraints Evaluation for the proposed alignment using desktop resources to identify potential environmental features including Waters of the U.S. (WOTUS), wetlands, mapped floodplains, potential habitat for federally and state-listed species, cultural resources, and known hazardous materials concerns.
- Identify applicable environmental regulatory requirements and coordination needs with local, state, and federal agencies, including but not limited to USACE, TCEQ, TPWD, and THC.
- Prepare an Environmental Constraints Report summarizing findings, identifying permitting pathways, potential timeline considerations, and outlining key constraints and potential risks.
- Provide GIS-based mapping and KMZ files of identified environmental features overlaid on the proposed alignment, along with shapefiles upon request.

Deliverables

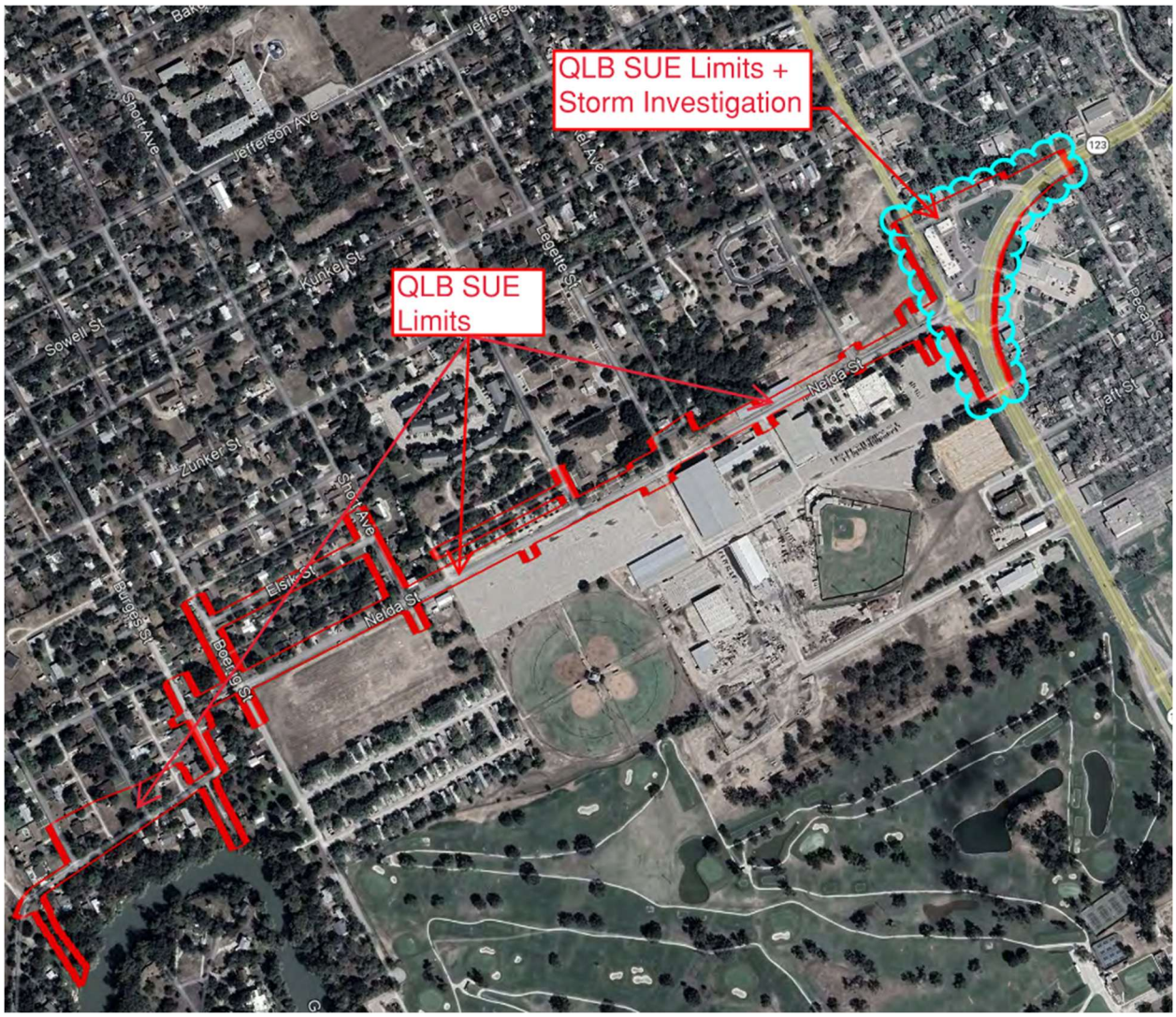
- Environmental Constraints Memo (PDF)
- KMZ files or GIS Shapefiles

Assumptions

- Data to be sources from desktop resources; no field surveys are included.
- One round of client review/comments incorporated per deliverable.

V. SUE – QUALITY LEVEL "B" – SUBCONTRACTOR (TASK 504) $66,876

QLB SUE services are requested within the limits of the Nelda Street Improvements project as shown in the figure below. QLB SUE services provided to be inclusive of QLC and QLD.



In general, QLB SUE services are requested within the limits of the Nelda Street Storm Improvements project as shown in red on Exhibit B, attached to this proposal. QLB SUE services provided will be inclusive of QLC and QLD. TRG will perform QLB SUE services along Nelda Street from SH 123 to Boenig Street including; SH 123 on the east end of the project from Klein Street south to David Street, Guadalupe Street and Klein Street south to the intersection of Nelda Street and SH 123, along Short Avenue north past Elsik Street, Boenig street north past Elsik Street, the alley north of Nelda street and Stratton street as well as along Burgess Street, Paige Street and Renee Street. The following areas are specifically excluded from the scope of work of this proposal: private property and proposed ROW. TRG has made the following assumptions for the QLB SUE Services on this project:

- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated

utility owners/municipalities to request records and reviewing available utility record information obtained.

- TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. X
- TRG will attempt to designate the storm drain facilities within the investigation area as shown in cyan on Exhibit B by utilizing a traceable fiberglass rodder within the open conduit systems. If successful, the storm drain lines will be depicted as QLB information. X
- TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, overhead utilities, detailed vault investigations, wastewater and storm in specified areas only.
- TRG will attempt to provide Electronic Depth readings calculated by TRG's geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 30 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

Notes:

- *SUE services will be provided by The Rios Group (TRG).*
- *The survey of the storm investigation area is included in the scope of work.*
-

VI. SUE DIRECT EXPENSES (TASK 593) Allowance: $6,500

Direct expenses for QL "B" (base fee) and QL "A" (allowance if needed) are estimated at $11,885, including ROW permitting, flowable backfill, and pavement coring.

Note: SUE services to be provided by The Rios Group (TRG).

VII. GEOTECHNICAL ENGINEERING REPORT - SUBCONTRACTOR (TASK 594) $59,905

This proposal encompasses a geotechnical engineering study to aid in the development of pavement design, storm drain installation and culvert/outfall design recommendations.

The location, depth and number of borings will be coordinated with Pape-Dawson and the City in consultation with HVJSCTx. Summar of proposed boring numbers and depths are indicated below:

- 6 borings @ 15' deep per boring
- 2 borings @ 30' deep per boring
- Total 8 borings and 150' depth

The borings will be advanced using a truck-mounted drilling rig. Soil samples will be obtained semi-continuously to a depth of 10 feet and at 5-ft. interval thereafter using thin-wall tubes in cohesive soils and the split spoon sampler in cohesionless soils. Field tests in soil strata will include hand pocket penetrometer tests for cohesive soil and Standard

Penetration Tests (SPT) for cohesionless soil. Retrieved soil samples will be visually examined, properly sealed in plastic bags or aluminum foil, and transported to the HVJSCTx laboratory for further examinations. If groundwater is encountered during drilling, the depth of the groundwater will be measured. Completed borings to be backfilled with bentonite chips and will topped with a single lift of asphalt to match existing grade where applicable.

Pavement coring will be performed for all pavement borings prior to drilling and sampling. Dynamic Cone Penetration (DCP) test will be performed on the subgrade at three (3) select locations.

HVJSCTx will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, percent passing No. 200 sieve, particle size analysis, unconfined compressive strength, sulfate content and lime-pH tests.

Pavement Design

The pavement design will be performed by our specialized pavement engineer using City of Seguin guidelines. Utilizing the subsurface and laboratory information from that study, HVJSCTx will perform pavement design for the following streets using AASHTO guidelines.

- Collector Street (Nelda St.)
  - 2 flexible pavement sections
- Local Streets (Burgess St./Short Ave.)
  - 2 flexible pavement sections

HVJSTx will estimate the 20-year equivalent single axle wheel loads (ESALs) based on discussions with PD, design manual, and City operations staff.

Reporting

A Geotechnical Investigation including pavement design will be prepared by engineers specializing in soil mechanics and pavement design after reviewing available pavement information, geological, boring, and laboratory data. In general, the following items will be included in the report:

Site Vicinity/Topographic map,

- Geology map,
- Soils map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Potential Vertical Rise (PVR),
- Groundwater conditions,
- Generalized subsurface conditions,
- Recommendations for culvert design and installation,
- Bedding and backfill recommendations for storm drains, and
- Pavement Design.

Note: It is possible that the project will require reconstruction of one or more outfalls at the Guadalupe River. For a single outfall, we would propose drilling one (1) boring to 60 feet, performing advanced laboratory testing such as direct shear, slope stability analysis, and recommendation to support outfall/headwall. The geotechnical report would be updated to include slope stability analysis and outfall installation recommendation. These services are estimated at $17,930 per outfall. The cost is shown for reference in the attached proposal from HVJSCTx, but is not included in the total contract value.

Conditions

The following assumptions were made in developing the scope and fee estimate for this project:

- HVJSCTx will coordinate with One-Call to locate underground utilities.
- City will provide Right of Entry Permits, if necessary.
- HVJSCTx will coordinate with the City for permits. We understand fees for permits will be waived by the City.
- Traffic control will be required for drilling. HVJSCTx will retain a subcontractor to provide traffic control services for drilling on roadways. We understand standard TxDOT traffic control plan will be required. Therefore, our scope does not include preparation of customed traffic control (signed by PE).
- PD will provide an electronic site plan to develop a Plan of Borings.
- If needed, the elevations, and locations of the borings (in latitude/longitude or state plane northing/easting) will be surveyed by others. Otherwise, HVJSCTx will include elevation and location information on the boring logs by handheld GPS.
- As-built drawings and/or underground drainage locations will be provided to HVJSCTx prior to marking boring locations.
- City of Seguin standard construction specifications will be assumed and HVJSCTx is not providing nor writing any construction specifications, special specifications, or special provisions. HVJSCTx is not providing any AutoCAD drawings or cost estimates, or life cycle costs.
- No travel for site meetings or conferences are included and it is assumed that all communications can be via telephone conference calls or emails.
- No Bid & Award Phase or Construction Phase services are included in this estimate.
- Storm drain will be installed using open cut installation. Our scope does not include drilling, testing and recommendations for trenchless installation of utilities of any kind.

Note: Geotechnical services will be provided by HVJ Associates (HVJSCTx).

VIII. UTILITY COORDINATION (TASK 311) $49,695

- Coordinate with utility company coordinators weekly throughout the design phase. Utility companies may include but are not necessarily limited to Seguin Utilities, AT&T, Spectrum, and Centerpoint.
- Pape-Dawson to serve as the central point of information sharing and communication with said utility purveyors.
- Host virtual utility coordination meetings. Assumes 3 meetings per .
- Coordinate pothole plan with TRG and City of Seguin.
- Develop, maintain, and updated a Utility Basemap and utility layout sheets.

- Develop, maintain, and update a Utility Conflict Matrix (UCM). Include risk matrix for the UCM and provide potential costs for resolution of problems at each submittal phase.
- Continually monitor UCM throughout design for resolution of utilities.
- Coordinate utility constructability issues with utility companies and design team.
- Basemap and UCM to be updated and delivered at 30%, 95%, and final submittals.
- Proposal assumes that water and wastewater relocations are not included other than minor adjustments.

IX. DRAINAGE STUDY (TASK 290) $70,065

A drainage study is required to confirm and analyze drainage system along Nelda Street and through the tie-in to the outfall and system along Burges St, as identified in the recent MDP,. Analysis to include drainage area and infrastructure upstream of Nelda Street, and the connecting storm drain system along Burges Street. Analysis to extend approximately 500 feet downstream to the outfall(s) in the Guadalupe River to determine potential impacts, and to the storm drain system at the east end of Nelda. Drainage study scope includes:

- Review and potentially revise overall drainage areas and analyze flow patterns based on the latest publicly available LiDAR data and topographic survey obtained for this project.
- Review and potentially revise overall existing and future MDP hydrology using NRCS dimensionless Unit Hydrograph Method and runoff curve number(s) for loss method consistent with the City of Seguin Storm Water Criteria Manual.
- Delineate internal drainage areas and existing internal hydrology using Rational method or any appropriate method based on the City of Seguin Stormwater Criteria Manual.
- Model validation based on high water marks, city historical data, etc.
- Revise existing and future conditions MDP HEC-RAS 2D model for the limits of study, which includes a proposed conditions model to assess downstream impacts due to grading and impervious cover changes.
- Develop existing and future conditions 1D-2D XPSWMM model to analyze current storm drain infrastructure based on internal hydrology.
- Develop proposed conditions 1D-2D XPSWMM model to analyze drainage infrastructure improvements and downstream impacts. This includes maximum 3 proposed alternatives.
- Prepare a drainage report summarizing H&H analysis, project recommendations, and adverse impact analysis, including narratives, exhibits, etc.
- Perform internal independent QA/QC.
- Submit drainage report, calculations, and models for City of Seguin to review with the 30% submittal.
- Update report, calculations, and models based on City of Seguin review and resubmit.
- Update report, calculations, and models based on design changes and submit final study with the 95% submittal.

X. 30% DESIGN/PRELIMINARY ENGINEERING (TASK 390) $99,900

Storm drain and roadway design to be provided in accordance with City of Seguin requirements. Scope for 30 % design includes:

A. General

- Perform two (2) site visits to document existing site conditions and take photographs.
- Photographs to be provided to City for their use.

B. Roadway & Drainage Design

- Develop Bentley Open Roads Designer (ORD) roadway corridor model.
- Establish typical roadway sections (existing and proposed) for project area.
- Develop conceptual design for construction phasing and traffic control.
- Develop ORD model for detailed storm drain design, using design discharges from drainage study.
- Perform alternatives analysis for storm drain, channel, and detention improvements and make recommendation for further design.

C. Plans, Specifications, & Estimates (PS&E) & Preliminary Engineering Report (PER)

- General sheets – Index, Summaries/Quantities, Supplemental General Notes (+/- 6 sheets)
- Typical Sections (2 sheets)
- Street Plan & Profile Sheets at 1" = 50' horizontal scale (4 sheets)
- ROW Strip Map – outlines the property acquisitions needed for the project. Submit at 40% (2 sheets).
- Construction/TCP Phasing Layouts (Conceptual) (2 sheets)
- Drainage Area Maps
- Storm Drain Plan & Profiles (2 sheets)
- Channel Plan & Profile (2 sheets)
- Utility Layout Sheets (2)
- Prepare 30% Opinion of Probable Construction Cost (OPCC)
- Perform QA/QC for design, constructability, and plan production.
- Prepare and submit 30% deliverable.
- Attend 30% design review meeting (page-turn meeting with City of Seguin)
- Review and respond to 30% comments.

XI. 95% DESIGN (TASK 391) $118,860

Following City acceptance of the 30% design submittal/PER, and City direction on preferred alternatives, Pape-Dawson will proceed with 95% design. Storm drain and roadway design to be provided in accordance with the City of Seguin requirements. Scope for 95 % design includes:

A. Roadway & Drainage Design

- Refine Bentley Open Roads Designer (ORD) roadway corridor model.
- Refine typical roadway sections (existing and proposed) for project area.
- Refine ORD model for detailed storm drain design, using design discharges from drainage study.
- Refine channel, inlet, pond, and culvert opening calculations using Flowmaster, HY-8, spreadsheets, or other appropriate method.

B. Plans, Specifications, & Estimates (PS&E)

- General sheets – Index, Summaries/Quantities, Supplemental General Notes (+/- 6 sheets)
- Typical Sections (2 sheets)
- Horizontal Roadway Alignments (1 sheet)
- Proposed Street Cross Sections (6 sheets)
- Street Plan & Profile Sheets at 1" = 50' horizontal scale (2 sheets)
- Driveway Layouts and Summary Sheet (3 sheets)
- ROW Strip Map – outlines the property acquisitions needed for the project. Submit at 40% (2 sheets).
- Intersection Layouts (6 sheets)
- Pavement Marking and Signing Plan (2 sheets)
- Standard Roadway Details
- Construction/TCP Phasing Layouts (Conceptual) (2 sheets)
- Construction/TCP Phasing Typical Sections (2 sheets)
- Construction/TCP Phasing and Sequence of Work (2 sheets)
- Standard TCP Details
- Storm Drain Plan & Profiles (2 sheets)
- Storm Drain Lateral Profiles (3 sheets)
- Channel Plan & Profile (2 sheets)
- Channel Cross Sections (2 sheets)
- Detention Pond Plans and Details (4 sheets)
- Standard Drainage Details
- Utility Layout Sheets (2 sheets)
- Stormwater Pollution Prevention Plan (SWPPP) and Narrative (2 sheets)
- List of Governing Specifications
- Special Provisions (if needed)
- Special Specifications (if needed)
- Prepare 95% Opinion of Probable Construction Cost (OPCC)
- Perform QA/QC for design, constructability, and plan production.
- Prepare and submit 95% deliverable.
- Attend 95% design review meeting (page-turn meeting with City of Seguin)
- Review and respond to 95% comments.

XII. 100% DESIGN (TASK 393) **$49,555**

Following City acceptance of 95% design submittal, Pape-Dawson will proceed to 100% design. The deliverable for 100% design is a signed and sealed set of construction plans. Storm drain and roadway design to be provided in accordance with City of Seguin requirements. Scope for 100% design includes:

- Update, prepare, and submit 100% plans.
- Final QA/QC.
- Prepare and submit 100% OPCC.
- Finalize 100% plans based on City comments.

ADDITIONAL SERVICES

XIII. EASEMENT DOCUMENT PREPARATION (TASK 109) $5,000

If requested, Pape-Dawson can provide easement document preparation.

- Prepare up to two exhibits and metes and bounds descriptions for the proposed easements. Location and dimensions to be provided later if required.
- This proposal assumes that no property corners will be set for these easements.
- This proposal assumed the City will perform all services related to easement/ROW acquisition except for survey and easement preparation.

XIV. SUE – QUALITY LEVEL "A" TEST HOLES - SUBCONTRACTOR (TASK 592) Allowance: $21,549

This proposal also includes up to six (6) QLA SUE test holes at locations agreed upon by Pape-Dawson and the City following a review of the QLB SUE information. The Rios Group (TRG) has made the following assumptions related to test hole excavations on the project:

- Test holes to be excavated using vacuum excavation equipment.
- Test holes to be accessible to truck/trailer-mounted vacuum excavation equipment. Improvements required to access test hole locations (clearing, grading, mat installation, etc.) to be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of Seguin (City) and/or Texas Department of Transportation (TXDOT) will be required. TRG will obtain all required City permits and ensure that coordination and compliance is provided. TRG assumes all City permitting fees will be waived for this project. Designed traffic control plans will not be required.
- Traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-of-Traffic (MOT) subcontractor, and ensure that adequate traffic control is provide.
- Pavement coring/repair will be required at 6 locations. TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. The following items are specifically excluded from this scope of work: full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

Note: Survey of test hole locations is included with this scope.

Deliverables: TRG to provide the following as a final deliverable to the client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

  A Utility Report containing metadata (e.g., scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

  Note: SUE services will be provided by The Rios Group (TRG).

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- *Any professional opinions or recommendations related to our scope of work shall be provided in written format on Pape-Dawson letterhead and not solely expressed verbally in meetings or as part of any demonstrative presentation or email discussions.*
- *Proposal excludes direct expenses. Direct expenses will be billed as such with no additional markup.*
- *Design period is assumed to be maximum 7 months.*
- *Bidding and construction phase services are not included.*
- *Landscape and irrigation plans are not included.*
- *Structural engineering services are not included.*
- *Retaining wall design is not included.*
- *Environmental permitting is not included beyond the assessment memo.*
- *City to provide right-of-way/easement acquisition services.*
- *Payment of fees associated with permits and applications for state, county, city or UPRR permitting will be paid by City.*
- *City to obtain right-of-entry (ROE) if required.*
- *Scope does not include surveying property corners except those along street frontage.*
- *FEMA floodplain remapping is not included.*
- *Scope does not include design of joint bid utilities or non-joint bid utilities. Only minor utility adjustments are included.*
- *New design elements introduced after 30% comments have been resolved are considered outside the scope. Should new design elements be required, additional services will be requested.*

SUMMARY OF SCOPE AND FEES

BASE SERVICES

I.	Project Management	Task 501		$50,040
II.	Data Collection	Task 591		$2,070
III.	Topographic and Right-of-Way Survey	Task 105		$92,185
IV.	Environmental Constraints Memo	Task 701		$7,500
V.	SUE Quality Level "B" – Subcontractor	Task 504		$66,876
VI.	SUE Direct Expenses – Subcontractor	Task 593	*Allowance*	$6,500

VII.	Geotechnical Engineering Report – Subcontractor	Task 594		$59,905
VIII.	Utility Coordination	Task 311		$49,695
IX.	Drainage Study	Task 290		$70,065
X.	30% Design	Task 390		$99,900
XI.	95% Design	Task 392		$118,860
XII.	100% Design	Task 393		$49,555
			Base Services:	**$673,151**
ADDITIONAL SERVICES				
XIII.	Easement Preparation	Task 109		$5,000
XIV.	SUE Quality Level "A" Test Holes – Subcontractor	Task 592		$21,549
			Add Services:	**$26,549**
			TOTAL:	**$699,700**

BASIS OF COMPENSATION

Pape-Dawson's compensation is a lump sum in the amount of **$699,700** for the services identified above. This budget figure does not include Direct Expenses (defined below) nor applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. No markup is included for Direct Expenses.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

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

Sincerely,
Pape-Dawson Consulting Engineers, LLC

Jake Powell, P.E., CFM
Vice President

CITY OF SEGUIN

Name:_____

Title:_____

Date:_____

Steve Dean, P.E., CFM
Senior Vice President

CITY OF SEGUIN
ACCOUNTS PAYABLE CONTACT INFO

Name:_____

Address:_____

Phone:_____

Email:_____

Attachments
- Detailed Labor Breakdown
-

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EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: Nelda Street Drainage Improvements

This Work Authorization is made pursuant to the terms and conditions of the Contract for Engineering Services, being dated _____, 2026 and entered into by and between the City of Seguin, a Texas home rule municipality, (the "City") and Pape-Dawson (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $699,700

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. The City believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that the City's payment of amounts under this Work Authorization is contingent on the City receiving appropriations or other expenditure authority sufficient to allow the City, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that the City shall have the right to terminate this Contract at the end of any City fiscal year if the Seguin City Council does not appropriate sufficient funds as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	CITY:
[Insert Company Name HERE]	City of Seguin, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by City

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the City receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, the City will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

City of Seguin
Capital Projects & Engineering

Fee/Price Proposal Breakdown for Professional Services

Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Prime:	Pape-Dawson Consulting Engineers, LLC
Date Proposal Submitted:	5/12/2026
Project Manager:	Jake Powell, P.E., CFM

Firm			
Scope Item	Base Fee	Add Services	Total
Pape-Dawson			
Project Management	$ 50,040.00		$ 50,040.00
Data Collection	$ 2,070.00		$ 2,070.00
Survey - Topo/ROW	$ 92,185.00		$ 92,185.00
Survey - Easement Docs		$ 5,000.00	$ 5,000.00
Environmental Constraints Memo	$ 7,500.00		$ 7,500.00
Utility Coordination	$ 49,695.00		$ 49,695.00
Drainage Study	$ 70,065.00		$ 70,065.00
30% Initial Design/PER	$ 99,900.00		$ 99,900.00
95% Design	$ 118,860.00		$ 118,860.00
100% Design	$ 49,555.00		$ 49,555.00
The Rios Group			
QLB SUE Investigation	$ 66,876.00		$ 66,876.00
QLA SUE Test Holes (If Needed)		$ 21,549.00	$ 21,549.00
Direct Expenses (Allowance)	$ 6,500.00		$ 6,500.00
HVJSCTx			
Geotechnical Engineering Report	$ 59,905.00		$ 59,905.00
Total Fee Proposal (Lump Sum):	$673,151.00	$26,549.00	$699,700.00

City of Seguin
Capital Projects & Engineering

Fee/Price Proposal Breakdown for Professional Services

Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Subconsultant:	The Rios Group
Date Proposal Submitted:	5/12/26
Project Manager:	Tommy Franke

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)	Sr. Project Manager $209.00	Senior Professional Engineer $193.00	Project Manager $165.00	Professional Engineer $160.00	SUE Field Manager $115.00	Assistant Project Manager $105.00	Project Coordinator $88.00	CADD Tech I / Eng Tech I $99.00	Designating 1-Man Crew (QL-B) $143.00	Designating 2-Man Crew (QL-B) $280.00	Test Hole 0-6 Feet Deep $1,400.00	Test Hole 6.01-10 Feet Deep $1,890.00	Test Hole 10 + Feet Deep $2,990.00	ODE - Traffic Control (Standard) $365.00	ODE - Traffic Control (Intersection) $1,575.00	ODE - Survey (RPLS) $2,600.00	ODE - Flowable Backfill $285.00	ODE - Pavement Coring $365.00	Hours	Fee
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Each	Each	Each	Each	Each	Dayt	Each	Each	Total Hours	Fee ($)
QLB SUE Designation	**6**	**6**	**20**	**8**	**22**	**26**	**8**	**40**	**140**	**100**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**136**	**$ 66,876.00**
Field Work - QLB	1	1	2		12	4	8		120	100				1	1				28	$ 50,336.00
Field Work - Storm Investigation	1	1	4		10	2			20										18	$ 5,282.00
QLB 2D Deliverable Preparation	2	2	10	4		10		20											48	$ 6,124.00
QLB 3D Deliverable Preparation	2	2	4	4		10		20											42	$ 5,134.00
																			0	$ -
Additional Services - QLA SUE Test Holes	**2**	**2**	**6**	**2**	**6**	**10**	**3**	**12**	**6**	**0**	**4**	**1**	**1**	**2**	**1**	**0**	**4**	**4**	**43**	**$ 21,549.00**
Field Work	1	1	2		6	4	3		6		4	1	1	2	1		4	4	17	$ 18,349.00
QLA Deliverable Preparation	1	1	4	2		6		12											26	$ 3,200.00
Direct Expenses	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2.5**	**0**	**0**	**0**	**$ 6,500.00**
																			0	$ -
Survey																2.5			0	$ 6,500.00
																				$ -
																				$ -
Total Hours:																			0	$ -
																			Base + Add Fee	$ 88,425.00
																			Direct Expenses	$ 6,500.00
Total Fee Proposal (Not to Exceed):																			Total Fee	$94,925.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

City of Seguin
Capital Projects & Engineering

Fee/Price Proposal Breakdown for Professional Services

Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Subconsultant:	HVJ
Date Proposal Submitted:	5/12/26
Project Manager:	Golam Kibria, PhD, PE

Position/Personnel Title	Principal	Project Manager	Senior Project Engineer	Project Engineer	EIT	Engineering Technician	Admin/Clerical	Hours	Fee
Fully-Loaded Hourly Wage Rates * (as defined below)	$295.00	$220.00	$200.00	$165.00	$125.00	$95.00	$85.00		
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours	Fee ($)
Geotechnical Investigation	**8**	**15**	**16**	**36**	**127**	**24**	**2**	**224**	**$ 33,125.00**
Drilling Coordination, Mark Borings, Utility Clearance		1		1	2	8		12	$ 1,395.00
Logging Drilling Activities and DCP Tests					30	14		44	$ 5,080.00
Review Samples, Field Logs, and Assign Laboratory Testing				1	3			4	$ 540.00
Develop Lab Summary Table					2			2	$ 250.00
Preparation of Logs, Maps, and Drawings					4			4	$ 500.00
PVR analyses and Subgrade Improvement				1	2			3	$ 415.00
Develop Utility/Storm Drain Recommendations		4		1				5	$ 1,045.00
Development of Culvert/Outfall Structures Recommendations		2		4	14			20	$ 2,850.00
Pavement Design using AASHTO Guidelines	4		8	14	32	2		60	$ 9,280.00
Preparation of Geotechnical Report including Pavement Design		4	8	14	38			64	$ 9,540.00
QA/QC Report	4	2						6	$ 1,620.00
Meeting and Invoicing		2					2	4	$ 610.00
Direct Expenses				**$ 26,780.00**					**$ 26,780.00**
Item	Qty	Unit	Rate	Cost					
Drill Rig Mobilization/Domobilization	1	Each	$ 600.00	$ 600.00					$ 600.00
Soil Boring	150	Per ft	$ 28.00	$ 4,200.00					$ 4,200.00
Bentonite Chips - Backfilling	150	Per ft	$ 8.00	$ 1,200.00					$ 1,200.00
Shelby Tubes/Standard Penetration Tests (SPT)	16	Per ea	$ 35.00	$ 560.00					$ 560.00
Support Truck	3	Per day	$ 125.00	$ 375.00					$ 375.00
Vehicle Trips	5	Per day	$ 75.00	$ 375.00					$ 375.00
Dynamic Cone Penetration on Subgrade	5	Each	$ 300.00	$ 1,500.00					$ 1,500.00
Driller Standby Time	3	Per hour	$ 250.00	$ 750.00					$ 750.00
Asphalt or Concrete Coring	8	Each	$ 200.00	$ 1,600.00					$ 1,600.00
Asphalt Patching	8	Each	$ 75.00	$ 600.00					$ 600.00
Traffic Control Services	3	Per day	$ 2,200.00	$ 6,600.00					$ 6,600.00
Off Duty Law Enforcement Officer	8	Per hour	$ 100.00	$ 800.00					$ 800.00
			$ -	$ -					$ -
			$ -	$ -					$ -
			$ -	$ -					$ -
Moisture Content	40	Each	$ 20.00	$ 800.00					$ 800.00
Atterberg Limits	28	Each	$ 80.00	$ 2,240.00					$ 2,240.00
No. 200 sieve	28	Each	$ 60.00	$ 1,680.00					$ 1,680.00
Particle Gradation (including Hydrometer)	4	Each	$ 225.00	$ 900.00					$ 900.00
Unconfined Compression Test	16	Each	$ 75.00	$ 1,200.00					$ 1,200.00
Soluble Sulfate	8	Each	$ 75.00	$ 600.00					$ 600.00
Soil pH-Lime Series	1	Each	$ 200.00	$ 200.00					$ 200.00
			$ -	$ -					$ -
			$ -	$ -					$ -
			$ -	$ -					$ -
			$ -	$ -					$ -

City of Seguin
Capital Projects & Engineering

Fee/Price Proposal Breakdown for Professional Services

Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Subconsultant:	HVJ
Date Proposal Submitted:	5/12/26
Project Manager:	Golam Kibria, PhD, PE

Position/Personnel Title	Principal	Project Manager	Senior Project Engineer	Project Engineer	EIT	Engineering Technician	Admin/Clerical	Hours	Fee
Fully-Loaded Hourly Wage Rates * (as defined below)	$295.00	$220.00	$200.00	$165.00	$125.00	$95.00	$85.00		
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours	Fee ($)
			$ -	$ -					$ -
			$ -	$ -					$ -
								Base Fee	$ 33,125.00
								Direct Expenses	$ 26,780.00
								Total Fee	$59,905.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

City of Seguin
Capital Projects & Engineering

Fee/Price Proposal Breakdown for Professional Services

Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Prime:	Pape-Dawson Consulting Engineers, LLC
Date Proposal Submitted:	5/12/26
Project Manager:	Jake Powell, P.E., CFM

Position/Personnel Title		Vice President	Senior Project Manager	Principal Engineer	Project Manager	Project Engineer	EIT II	EIT I	Designer	Construction Manager	Document Controls Specialist	Admin/Clerical	Hours	Fee
Fully-Loaded Hourly Wage Rates * (as defined below)		$390.00	$315.00	$270.00	$240.00	$200.00	$180.00	$150.00	$160.00	$255.00	$200.00	$140.00		
Task to be performed/Phase Description (including Sub-consultant work)	# of Sheets	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours	Fee ($)
Project Management and General Items	**0**	**16**	**0**	**0**	**142**	**21**	**0**	**0**	**0**	**0**	**8**	**28**	**215**	**$ 50,040.00**
Develop and Maintain Project Schedules (includes Design Only)	N/A				20							6	26	$ 5,640.00
Bi-weekly client coordination meetings, including prep and minutes. Plus kickoff meeting.	N/A	4			28	14						8	54	$ 12,200.00
Monthly team coordination meetings, including prep and minutes. Plus team kickoff meeting.	N/A	4			14	7						6	31	$ 7,160.00
Project Administration (includes but not limited to invoicing, sub consultants management, coordination with team and client, document management)	N/A	8			80						8	8	104	$ 25,040.00
													0	$ -
Data Collection	**0**	**0**	**0**	**0**	**2**	**0**	**8**	**1**	**0**	**0**	**0**	**0**	**11**	**$ 2,070.00**
Obtain planning data, GIS files, as-builts, maintenance information, previous studies, etc. from Seguin	N/A				1		4	1					6	$ 1,110.00
Perform gap analysis for data received	N/A				1		4						5	$ 960.00
Utility Coordination	**0**	**2**	**3**	**3**	**24**	**48**	**0**	**212**	**0**	**0**	**0**	**0**	**292**	**$ 49,695.00**
Coordinate with Seguin utilities (water, sewer, electric)					8	20		72					100	$ 16,720.00
Coordinate with franchise utilities (gas, telecom, etc.)					8	16		60					84	$ 14,120.00
Prepare and maintain Utility Conflict Exhibit and Utility Conflict Matrix					8	12		80					100	$ 16,320.00
Utility coordination QA/QC		2	3	3									8	$ 2,535.00
													0	$ -
													0	$ -
Drainage Study	**0**	**5**	**3**	**11**	**30**	**106**	**0**	**206**	**28**	**0**	**0**	**3**	**392**	**$ 70,065.00**
Review MDP drainage areas. Revise overall drainage areas					2	4		10	4				20	$ 3,420.00
Review and revise MDP hydrology.					2	12		16	4				34	$ 5,920.00
Delineiate internal drainage areas					2	12		20					34	$ 5,880.00
Run hydrology model and calibrate/validate					2	12		16					30	$ 5,280.00
Revise MDP RAS model, including proposed conditions and analyze impacts					2	16		24					42	$ 7,280.00
Develop EC XPSWMM model				2	4	16		40					62	$ 10,700.00
Develop PC XPSWMM model with Alternatives and Downstream Impacts				2	4	16		40					62	$ 10,700.00
Prepare drainage report		1		2	4	8		24	12			1	52	$ 9,150.00
QA/QC		2	3	3									8	$ 2,535.00
Compile and submit drainage study with 30% submittal		1		1	2	4		4	2			1	15	$ 3,000.00
Resubmit final report with 95% design submittal.		1		1	6	6		12	6			1	33	$ 6,200.00
30% Design/PER	**36**	**8**	**8**	**1**	**35**	**76**	**114**	**172**	**140**	**6**	**0**	**1**	**561**	**$ 99,900.00**
General													0	$ -
Site visits (2)						6		6					12	$ 2,100.00
													0	$ -
Roadway & Drainage Design													0	$ -
Develop Geopak ORD roadway corridor model					1	8		16	36				61	$ 10,000.00
Establish Typical Roadway Sections (Existing and Proposed) for project area		1			1	2	8	8	12				32	$ 5,590.00
Develop conceptual design for construction phasing and traffic control					1	4		4	2				11	$ 1,960.00

City of Seguin
Capital Projects & Engineering

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Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Prime:	Pape-Dawson Consulting Engineers, LLC
Date Proposal Submitted:	5/12/26
Project Manager:	Jake Powell, P.E., CFM

Position/Personnel Title		Vice President	Senior Project Manager	Principal Engineer	Project Manager	Project Engineer	EIT II	EIT I	Designer	Construction Manager	Document Controls Specialist	Admin/Clerical	Hours	Fee
Fully-Loaded Hourly Wage Rates * (as defined below)		$390.00	$315.00	$270.00	$240.00	$200.00	$180.00	$150.00	$160.00	$255.00	$200.00	$140.00		
Task to be performed/Phase Description (including Sub-consultant work)	# of Sheets	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours	Fee ($)
Develop ORD model for storm drain design, using design discharges from drainage study					2	4	40		8				54	$ 9,760.00
Perform alternatives analysis for storm drain, channel, and detention improvements and make recommendation for further design			1	1	6	20		40	4				72	$ 12,665.00
PS&E/PER - 30%														
General Sheets – Index, Summaries / Quantities, Supplemental General Notes	6					1	2	8	4				15	$ 2,400.00
Typical Sections	2				1	4		4	4				13	$ 2,280.00
Develop Plan and Profile sheets for 1” = 50’	4				1	1	8		12				22	$ 3,800.00
ROW Strip Map – outlines all of the property acquisitions needed for the project. Submit at 40%.	2					1	4		8				13	$ 2,200.00
Construction/TCP Phasing Layouts (Conceptual)	2				1	2	2	2	2				9	$ 1,620.00
Drainage Area Maps	2		1		1	2	4	8	4				20	$ 3,515.00
Storm Drain Plan & Profile	2				1	1	16	8	8				34	$ 5,800.00
Channel/Ditch Plan & Profile	2				1	1	16	12	8				38	$ 6,400.00
Utility Layout Sheet	2				1	2	2	2	2				9	$ 1,620.00
Prepare 40% Opinion of Probable Construction Cost (OPCC)	N/A		1		1	2	4	6	8				22	$ 3,855.00
QA/QC (processes, communication, and deliverables)	N/A	2	5		5					6			18	$ 5,085.00
Prepare PER memo outlining alternatives analysis and recommendations	N/A				4	8	4	32	12			1	61	$ 10,140.00
Preparation and submittal of 30% deliverable	N/A				1	1	2	8	2				14	$ 2,320.00
40% design review meeting (page-turn meeting with Seguin)	N/A	4			4								8	$ 2,520.00
Review and respond to 30% comments	N/A	1			2	6	2	8	4				23	$ 4,270.00
													0	$ -
													0	$ -
													0	$ -
95% Design	**73**	**4**	**20**	**1**	**57**	**90**	**105**	**202**	**177**	**6**	**0**	**0**	**662**	**$ 118,860.00**
													0	$ -
Roadway & Drainage Design													0	$ -
Refine Geopak ORD roadway corridor model					4	8		20	20				52	$ 8,760.00
Refine Typical Roadway Sections (Existing and Proposed) for project area		1			2	4		16	16				39	$ 6,630.00
Refine ORD model for detailed storm drain design, using design discharges from drainage study					4	8	6	20	20				58	$ 9,840.00
Refine channel, inlet, pond, and culvert opening calculations using Flowmaster, HY-8, spreadsheets, or another appropriate method.			1		8	20	16	40	16				101	$ 17,675.00
PS&E - 95%														
General Sheets – Index, Summaries / Quantities, Supplemental General Notes	6					2	2	4	8				16	$ 2,640.00
Typical Sections	2				1	4		2	2				9	$ 1,660.00
Horizontal Roadway Alignments	1						2	2	2				6	$ 980.00
Street Cross Sections	6				1	1	2	2	8				14	$ 2,380.00
Develop Plan and Profile sheets for 1” = 50’	4				1	1	4		8				14	$ 2,440.00
Driveway Layouts and Summary Sheet	2				1	1	2	4					8	$ 1,400.00

City of Seguin
Capital Projects & Engineering

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Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Prime:	Pape-Dawson Consulting Engineers, LLC
Date Proposal Submitted:	5/12/26
Project Manager:	Jake Powell, P.E., CFM

Position/Personnel Title		Vice President	Senior Project Manager	Principal Engineer	Project Manager	Project Engineer	EIT II	EIT I	Designer	Construction Manager	Document Controls Specialist	Admin/Clerical	Hours	Fee
Fully-Loaded Hourly Wage Rates * (as defined below)		$390.00	$315.00	$270.00	$240.00	$200.00	$180.00	$150.00	$160.00	$255.00	$200.00	$140.00		
Task to be performed/Phase Description (including Sub-consultant work)	# of Sheets	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours	Fee ($)
Intersection Layouts	6				1	1	2	4	8				16	$ 2,680.00
Pavement Marking and Signing Plan	2					1	1	1	2				5	$ 850.00
Standard Roadway Details						1		1	1				3	$ 510.00
Construction/TCP Phasing Layouts (Design)	2				1	1	4	4	4				14	$ 2,400.00
Construction/TCP Phasing Typical Sections	2		1		1	1	4	4	4				15	$ 2,715.00
Construction/TCP Phasing and Sequence of Work	2				1	2	4	4					11	$ 1,960.00
Standard TCP Details									2				2	$ 320.00
Drainage Area Map Updates	2		1		1	1	2	2	2				9	$ 1,735.00
Storm Drain Plan & Profile	2		1		1	2	4	4	4				16	$ 2,915.00
Storm Drain Lateral Profiles	2		1		1	2	4	4	4				16	$ 2,915.00
Channel/Ditch Plan & Profile	2		1		1	2	6	4	4				18	$ 3,275.00
Channel/Ditch Cross Sections	2		1		1	2	4	4	4				16	$ 2,915.00
Detention Pond Plans and Details	4		1	1	4	10	20	20	16				72	$ 12,705.00
Standard Drainage Details	10								2				2	$ 320.00
Non-Standard Drainage Details	10		1		1	1	4	2	4				13	$ 2,415.00
Utility Layout Sheet	2				1			2	2				5	$ 860.00
SWPPP and Narrative	2				1	2	2	8	2				15	$ 2,520.00
List of Governing Specifications					1	2		2					5	$ 940.00
Special Specifications and Provisions					1	2		2					5	$ 940.00
Prepare 95% Opinion of Probable Construction Cost (OPCC)	N/A		1		1	2	4	6	8				22	$ 3,855.00
QA/QC (processes, communication, and deliverables)	N/A	2	6		6					6			20	$ 5,640.00
Preparation and submittal of 95% deliverable	N/A				2	4	4	12	4				26	$ 4,440.00
95% design review meeting (page-turn meeting with Seguin)	N/A		4		4								8	$ 2,220.00
Review and respond to 95% comments	N/A	1			4	2	2	2					11	$ 2,410.00
100% Design	**68**	**3**	**13**	**0**	**37**	**38**	**54**	**54**	**52**	**6**	**0**	**1**	**258**	**$ 49,555.00**
Update, prepare and submit 100% Plans	68		4		24	32	40	40	40				180	$ 33,020.00
Final QA/QC		2	8		8					6			24	$ 6,750.00
Prepare and submit 100% OPCC			1		1	2	6	6	6				22	$ 3,895.00
Finalize 100% Plans as needed		1			4	4	8	8	6			1	32	$ 5,890.00
													0	$ -
													0	$ -
Total Hours:		38	47	16	327	379	281	847	397	18	8	33	2391	$ 440,185.00
Total Fee Proposal (Not to Exceed):		$14,820.00	$14,805.00		$78,480.00	$75,800.00	$50,580.00	$127,050.00	$63,520.00	$4,590.00	$1,600.00	$4,620.00	$435,865.00	$440,185.00

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City of Seguin
Capital Projects & Engineering

Fee/Price Proposal Breakdown for Professional Services

Project Name:	**Nelda Street Drainage Improvements**
Name of Firm/Prime:	Pape-Dawson Consulting Engineers, LLC
Date Proposal Submitted:	5/12/26
Project Manager:	Jake Powell, P.E., CFM

Position/Personnel Title	Vice President	Senior Project Manager	Principal Engineer	Project Manager	CADD Tech/Eng Tech II	GIS Analyst	Senior Environmental Scientist/ Geologist/ Archaeologist	Project Environmental Scientist/ Geologist/ Archaeologist	Staff Environmental Scientist/ Geologist/ Archaeologist	Survey Manager (RPLS)	Project Surveyor	Surveyor-in-Training (SIT)	Survey Crew (4 man w/ equipment)	Survey Crew (3 man w/ equipment)	Survey Crew (2 man w/ equipment)	Admin/Clerical		
Fully-Loaded Hourly Wage Rates * (as defined below)	$390.00	$315.00	$270.00	$240.00	$160.00	$160.00	$250.00	$160.00	$120.00	$290.00	$275.00	$160.00	$350.00	$310.00	$230.00	$140.00		
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours	Fee ($)
Task III - Survey Base Services	3	1	0	28.25	224	0	0	0	0	16	14	64	0	0	127	1	478.25	$ 92,185.00
Task 105 - Supplemental Topo										2	2	18			76		98	$ 21,490.00
Task 190 Establish ROW		1		1.25						10	12	30			27	1	82.25	$ 17,965.00
Task 125 Aerial Control										4		16			24		44	$ 9,240.00
Task 120 Aerial LiDAR	3			27	224												254	$ 43,490.00
																	0	$ -
																	0	$ -
																	0	$ -
Task IV - Survey Additional Services	1	0	0	0	0	0	0	0	0	2	2	20	0	0	0	2	27	$ 5,000.00
Task 109 Easement Preparation (2 easements)	1									2	2	20				2	27	$ 5,000.00
																	0	$ -
																	0	$ -
Task V - Environmental Permitting Summary	2	0	0	0	0	6	4	10	24	0	0	0	0	0	0	2	48	$ 7,500.00
Assess environmental permitting constraints and summarize in memo/PER report	2					6	4	10	24							2	48	$ 7,500.00
																	0	$ -
																	0	$ -
																	0	$ -
Total Hours:	6	1	0	28.25	224	6	4	10	24	18	16	84	0	0	127	5	553.25	$ 104,685.00
Total Fee Proposal (Not to Exceed):	$2,340.00	$315.00	$0.00	$6,780.00	$35,840.00	$960.00	$1,000.00	$1,600.00	$2,880.00	$5,220.00	$4,400.00	$13,440.00	$0.00	$0.00	$29,210.00	$700.00	$104,685.00	$104,685.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

April 30, 2027 (Revised May 11, 2026)

Mr. Jake Powell, P.E., CFM
Vice President
Pape Dawson Engineer
2000 Northwest Loop 410,
San Antonio, TX 78213

Re: Geotechnical Investigation
Nelda Street Reconstruction
Seguin, Texas
Owner: City of Seguin
HVJ Proposal No. SGT 26 0150

Dear Mr. Powell,

HVJ South Central Texas, M&J, Inc., (HVJSCTx) appreciates the opportunity to provide geotechnical services for the above referenced project and is pleased to submit this proposal for providing the requested services. The proposal outlines the scope of the projects, approach and our fee for providing the study.

Project Description
The project involves reconstruction of approximately 1-mile segment of Nelda Street, between SH-123 and Burgess Street in Seguin, Texas. The proposed improvements will include reconstruction of the roadway, culvert and storm drain installations. In addition, outfall structures near Guadulupe River may need to be reconstructed as a part of the improvements.

This proposal will encompass a geotechnical engineering study to aid in the development of pavement design, storm drain installations and culvert/outfall design recommendations.

Geotechnical Investigation
The location, depth and number of borings will be selected by PD in consultation with HVJSCTx. Summary of proposed boring numbers and depths are presented in the following table:

Location	No. of Borings	Depth/Boring (feet)	Total Depth (feet)
Nelda St.	5	15	75
Burgess St.	1	15	15
Culvert/Pond/Misc.	2	30	60
	8		**150**

The borings will be advanced using a truck-mounted drilling rig. Soil samples will be obtained semi-continuously to a depth of 10 feet and at 5-ft. interval thereafter using thin-wall tubes in cohesive soils and the split spoon sampler in cohesionless soils. Field tests in soil strata will include hand pocket penetrometer tests for cohesive soil and Standard Penetration Tests (SPT) for cohesionless soil. All retrieved soil samples will be visually examined, properly sealed in plastic bags or aluminum foil, and transported to the HVJSCTx laboratory for further examinations. If groundwater is encountered during drilling, the depth of the groundwater will be measured. All completed borings will be backfilled with bentonite chips and will topped with a single lift of asphalt to match existing grade where applicable.

Pavement coring will be performed for all pavement borings prior to drilling and sampling. Dynamic Cone Penetration (DCP) test will be performed on the subgrade at three (3) select locations.

HVJSCTx will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, percent passing No. 200 sieve, particle size analysis, unconfined compressive strength, sulfate content and lime-pH tests.

Pavement Design
The pavement design will be performed by our specialized pavement engineer using City of Seguin guidelines. Utilizing the subsurface and laboratory information from that study, HVJSCTx will perform pavement design for the following streets using AASHTO guidelines.

- Collector Street (Nelda St.)
  - 2 flexible pavement sections
- Local Streets (Burgess St./Short Ave.)
  - 2 flexible pavement sections

HVJSTx will estimate the 20-year equivalent single axle wheel loads (ESALs) based on discussions with PD, design manual, and City operations staff.

Reporting
A Geotechnical Investigation including pavement design will be prepared by engineers specializing in soil mechanics and pavement design after reviewing available pavement information, geological, boring, and laboratory data. In general, the following items will be included in the report:

- Site Vicinity/Topographic map,
- Geology map,
- Soils map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Potential Vertical Rise (PVR),
- Groundwater conditions,
- Generalized subsurface conditions,

- Recommendations for culvert design and installation,
- Bedding and backfill recommendations for storm drains, and
- Pavement Design.

Schedule
We propose to start field work within two weeks after receiving a written notice to proceed and upon receipt of the City's approval. Drilling will take one (1) week to complete. A report summarizing our findings and conclusions will take approximately five (5) to (7) weeks after completion of fieldwork. Work schedule may be altered if inclement weather occurs for an extended period of time.

Additional Services
It is possible that the project will require reconstruction of one or more outfalls at the Guadalupe River. For one outfall, we propose drilling one (1) boring to 60 feet, performing advance laboratory testing such as Direct Shear, slope stability analysis, and recommendation to support outfall/headwall. The geotechnical report will be updated to include slope stability analysis and outfall installation recommendations.

Fee
Based on the scope of work outlined, the following **Lump Sum** fees are proposed:

Basic Services	$59,905.00
Additional Services	$17,930.00
TOTAL	**$77,835.00**

Included in Scope

For reference only.

A breakdown of the fee is included at the end of this proposal. Should the project configuration change significantly, additional work may be required. HVJSCTx will recommend such additional work when and if it is deemed necessary. If project delays occur due to the street cut permit process, the client will be notified of expected delays.

Insurance
Insurance certificates verifying HVJSCTx's general liability, auto, worker compensation, and errors and omissions insurance coverage will be provided upon request.

Invoice
Invoices will be submitted at the end of each month based on the work completed. Our credit terms are 30-day net.

Conditions
The following assumptions were made in developing the scope and fee estimate for this project:

- HVJSCTx will coordinate with One-Call to locate underground utilities.
- PD/City will provide Right of Entry Permits, if necessary.
- HVJSCTx will coordinate with the City for permits. We understand fees for permits will be waived by the City.

- Traffic control will be required for drilling. HVJSCTx will retain a subcontractor to provide traffic control services for drilling on roadways. We understand standard TxDOT traffic control plan will be required. Therefore, our scope does not include preparation of customed traffic control (signed by PE).
- PD will provide an electronic site plan to develop a Plan of Borings.
- If needed, the elevations, and locations of the borings (in latitude/longitude or state plane northing/easting) will be surveyed by others. Otherwise, HVJSCTx will include elevation and location information on the boring logs by handheld GPS.
- As-built drawings and/or underground drainage locations will be provided to HVJSCTx prior to marking boring locations.
- City of Seguin standard construction specifications will be assumed and HVJSCTx is not providing nor writing any construction specifications, special specifications, or special provisions. HVJSCTx is not providing any AutoCAD drawings or cost estimates, or life cycle costs.
- No travel for site meetings or conferences are included and it is assumed that all communications can be via telephone conference calls or emails.
- No Bid & Award Phase or Construction Phase services are included in this estimate.
- Storm drain will be installed using open cut installation. Our scope does not include drilling, testing and recommendations for trenchless installation of utilities of any kind.

Sample Retainage
Soil samples will be retained in our laboratory for 30 days following submittal of the draft geotechnical report.

If this proposal meets with your approval, please send us a task order and written notice to proceed prior to start our field investigation or please sign and complete the indicated spaces below and forward a copy of the proposal to us.

Sincerely,
HVJ SOUTH CENTRAL – M&J Inc.
TBPE Firm Reg. No. F-18091

Golam Kibria

Golam Kibria, Ph.D., P.E.
Vice President of Operations

GK/mm

Agreed to this _____ day of _____, 20_____
By: _____
Title: _____
Firm: _____
Phone No.: _____
Date to Start Work: _____

THE RIOS GROUP

May 12, 2026
Rev.1

Jake Powell, P.E., CFM
Pape-Dawson
800 East Sonterra
San Antonio, Texas 78258
jpowell@pape-dawson.com
210.375.9000 office

RE: Subsurface Utility Engineering
City of Seguin - Nelda Street Storm Improvements
Seguin, Texas

Dear Jake:

The Rios Group, Inc. (TRG) is pleased to submit a revised cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on April 27,2026 and May 11, 2026.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by Pape-Dawson (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLB and QLA SUE services. To Include:

In general, QLB SUE services are requested within the limits of the Nelda Street Storm Improvements project as shown in red on Exhibit B, attached to this proposal. QLB SUE services provided will be inclusive of QLC and QLD. TRG will perform QLB SUE services along Nelda Street from SH 123 to Boenig Street including; SH 123 on the east end of the project from Klein Street south to David Street, Guadalupe Street and Klein Street south to the intersection of Nelda Street and SH 123, along Short Avenue north past Elsik Street, Boenig street north past Elsik Street, the alley north of Nelda street and Stratton street as well as along Burgess Street, Paige Street and Renee Street. The following areas are specifically excluded from the scope of work of

this proposal: private property and proposed ROW. TRG has made the following assumptions for the QLB SUE Services on this project:

- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric.
- TRG will attempt to designate the storm drain facilities within the investigation area as shown in cyan on Exhibit B by utilizing a traceable fiberglass rodder within the open conduit systems. If successful, the storm drain lines will be depicted as QLB information.
- TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, overhead utilities, detailed vault investigations, wastewater and storm in specified areas only.
- TRG will attempt to provide Electronic Depth readings calculated by TRG's geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 30 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to six (6) QLA SUE test holes at location that will be provided by the Client following a review of the QLB SUE information. TRG has made the following assumptions related to test hole excavations on this project:

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of Seguin (City) and/or Texas Department of Transportation (TXDOT) will be required. TRG will obtain all required City permits and ensure that coordination and compliance is provided. *TRG assumes all City permitting fees will be waived for this project.*
- Designed traffic control plans **will not** be required.
- Traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, and ensure that adequate traffic control is provided.
- Pavement coring/repair will be required at 6 locations. TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface.

- The following items are specifically excluded from this scope of work: full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The survey of SUE field markings for the storm investigation area and test hole locations is included in this scope of work. Client will also provide the necessary survey control information in close proximity to the work area.

The survey of all QLB SUE field markings is excluded from this scope of work. Client will provide survey of QLB SUE field markings and visible utility appetences in ORD 2D as well as a separate ORD file with electronic depths deducted from the surface elevations.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can mobilize within three (2) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLB SUE work can be completed in fifty-four (54) working days, broken down as follows:

- QLB field work – 24 days
- QLB 2D deliverable preparation – 15 days (after receipt of survey data from client)
- QLB 3D deliverable preparation – 15 days (after submittal of 2D deliverable)

TRG estimates that the QLA SUE work can be completed in twenty-nine (29) working days following approval of the City and/or TXDOT ROW permit, broken down as follows:

- Layout test holes – 1 day

- QLA field work – 3 days
- QLA survey and preparation of data – 10 days
- QLA deliverable preparation – 15 days

Estimated Fee

The total estimated cost to complete the work described herein is **Ninety-Four Thousand Nine Hundred Twenty-Five Dollars and NO/100 ($94,925.00)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 210.981.3050.

Respectfully,

The Rios Group, Inc.

Thomas W. Franke III

Branch Manager

THE RIOS GROUP

Estimate for Subsurface Utility Engineering
Nelda Street Storm Improvements
Seguin, Texas

EXHIBIT A
Rev.1

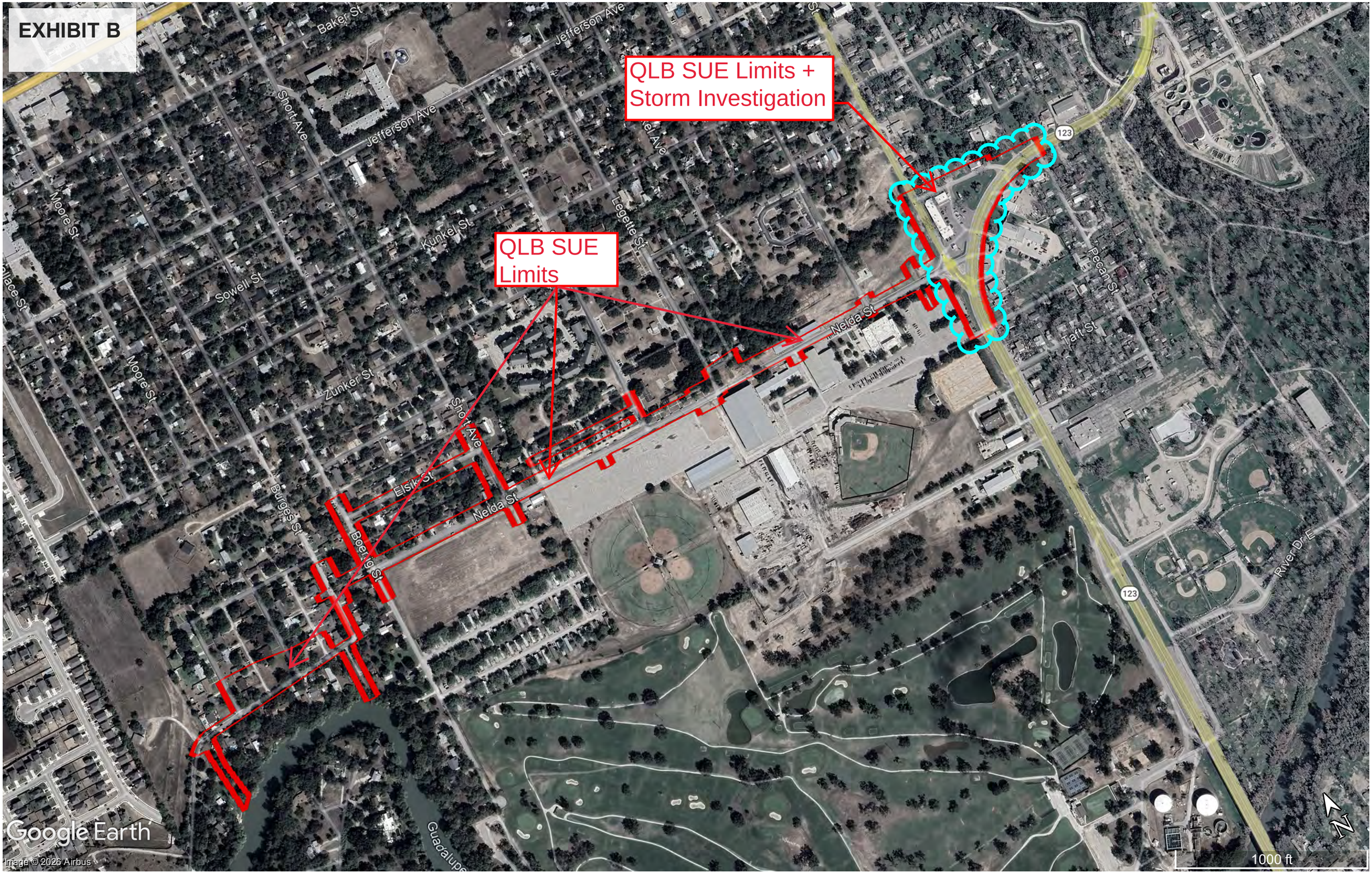
Direct Expenses		*Rate*	*Assumed Quantity*	*Unit of Measure*		*Sub-Total*
Traffic Control (Standard)	$	365.00	3	DAY	$	1,095.00
Traffic Control (Intersection)	$	1,575.00	2	DAY	$	3,150.00
ROW Permits	$	270.00		EA	$	-
Flowable Backfill	$	285.00	4	EA	$	1,140.00
Survey (RPLS)	$	2,600.00	2.5	DAY	$	6,500.00
Sub-Total					**$**	**11,885.00**

Hourly Office Labor		*Rate*	*Assumed Quantity*	*Unit of Measure*		*Sub-Total*
Senior Project Manager	$	209.00	8	HR	$	1,672.00
Senior Professional Engineer	$	193.00	8	HR	$	1,544.00
Project Manager	$	165.00	26	HR	$	4,290.00
Project Engineer	$	160.00	10	HR	$	1,600.00
Assistant Project Manager	$	105.00	36	HR	$	3,780.00
SUE Field Manager	$	115.00	28	HR	$	3,220.00
CADD Technician	$	99.00	52	HR	$	5,148.00
Project Coordinator	$	88.00	11	HR	$	968.00
Sub-Total					**$**	**22,222.00**

QL"B" SUE Designating		*Rate*	*Assumed Quantity*	*Unit of Measure*		*Sub-Total*
1-Man Des. Crew (TH Setup)	$	143.00	6	HR	$	858.00
1-Man Des. Crew	$	143.00	140	HR	$	20,020.00
2-Man Des. Crew	$	280.00	100	HR	$	28,000.00
Sub-Total					**$**	**48,878.00**

QL"A" SUE Test Holes						
Unit Rate - Depth		*Rate*	*Assumed Quantity*	*Unit of Measure*		*Sub-Total*
0 - 6 feet	$	1,400.00	4	EA	$	5,600.00
6.01 - 10 feet	$	1,890.00	1	EA	$	1,890.00
10+ feet	$	2,990.00	1	EA	$	2,990.00
Every 1' deeper than 20'	$	365.00		EA	$	-
Pavement Coring	$	365.00	4	EA	$	1,460.00
Test Hole Total			6			
Sub-Total					**$**	**11,940.00**
Total Estimated Cost					**$**	**94,925.00**

EXHIBIT B


QLB SUE Limits + Storm Investigation
QLB SUE Limits
Baker St
Jefferson Ave
Short Ave
Moore St
Sowell St
Kunkel St
Leggette St
Zunker St
Nelda St
Elsik St
Boeing St
Burgess St
Pecan St
Taft St
River Dr E
123
Google Earth
Image © 2026 Airbus
1000 ft
N

THE RIOS GROUP

EXHIBIT C
DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

  A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or "private-locate" markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional's statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

  A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

  Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D three-dimensional
CAD Computer-Aided Design
EOI End of Information
GIS geographic information system
GPR ground penetrating radar
ROE Right of Entry
ROW Right of Way
SAF Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE