

MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS Master Services Agreement ("Agreement") made the ____ day of May, by and between the City of Seguin ("Seguin"), a Texas home rule municipality and Trihydro Corporation, 1252 Commerce Drive, Laramie, WY 82070, with offices in New Braunfels and Austin, Texas and hereinafter called the Engineer.

RECITALS

WHEREAS, from time to time Seguin needs engineering services related to the construction and operation of its water/wastewater utility infrastructure; and

WHEREAS, Engineer has the necessary expertise and local professional staff that is familiar with the City's water/wastewater utility infrastructure; and

WHEREAS, Seguin has submitted an initial scope of work, attached hereto as Exhibit A, and the engineer is capable of performing professional engineering services as set forth in the attached Exhibit A; and

WHEREAS, Engineer's employees or agents are duly licensed to perform professional engineering services in the State of Texas and have sufficient expertise to perform the services described in the Scope of Services to the highest professional standards; and

WHEREAS, Seguin and Engineer therefore desire to enter into this Agreement to evidence their mutual understandings and agreements for the performance by Engineer for Seguin projects set forth in the attached Scope of Services including amendments thereto as agreed to by the Parties.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter set forth, Seguin and Engineer hereby agree as follows:

I. ENGINEER

Engineer shall be Trihydro Corporation of Laramie, Wyoming supplying professional engineers licensed by the State of Texas acting primarily out of its New Braunfels and Austin Texas offices.

II. PURPOSE

Engineer shall perform all of the planning, engineering, design, surveying, construction management, and related services as needed to fully perform the project(s) set out in the attached Exhibit "A", scope of services.

III. DESCRIPTION OF SERVICES

Engineer's services hereunder shall include and be subject to the following:

A. Engineer understands that it is to work closely with the Director of Water and Wastewater Utilities as well as the City Engineer (collectively "authorized representative") who are responsible for the Projects that are the subject of this Agreement, performing such services and related tasks

required by the above authorized representatives necessary to fulfil the purposes of the work to be performed.

B. Engineer shall perform all the services set forth in Exhibit A, as it exists or as amended, as authorized by Seguin's authorized representative, provided however, should there be any conflict between the terms of said scope of services or Engineer's proposal and the terms of this Agreement, the terms of this Agreement shall prevail.

C. The authorized representative shall designate work under this Agreement which may be set out in various phases as needed by Seguin.

All invoices submitted by the Engineer and approved by the Owner, shall be paid within thirty (30) days of the invoice date.

For any payments not made within thirty (30) days, a charge will be made monthly in the amount of one percent (1%) of the unpaid balance, beginning thirty (30) days from receipt of invoice except in such case as an invoice is disputed by the Owner.

B. Compensation

1. Basic Service

The Owner shall make payments to the Engineer, in the respective amounts set forth on Exhibit "B", for performing the engineering services for each phase of work within the Scope of Services which is set forth as a Basic Service on Exhibit "A" on a monthly basis. Monthly statements shall be submitted by Engineer and approved by the Owner.

The compensation for Basic Services performed shall be based on the amounts set forth in Exhibit "B".

2. Additional Services

If the Owner requests the Engineer furnish other services or tasks in addition to the Scope of Services proposed in the Exhibit "A" attached hereto, for performing these Services, Engineer shall be paid on a monthly billing basis at the time and materials rates set forth in Exhibit "B".


VIII. CONTRACT PERSONNEL

This Agreement provides for professional services, and these services will not be assigned or sublet in whole or in part, except as identified herein, without the written consent of Owner.

IX. CONFLICT OF INTEREST

Engineer covenants that during the Agreement period Engineer and/or any of its associates or employees will have no interest and shall not acquire any interest, direct or indirect,

which will conflict in any manner or degree under this Agreement. Engineer agrees that none of its paid personnel shall be employees of Owner or have any conflicting contractual relationship with Owner.



Trihydro Corporation
Date: 05/23/2022

City of Seguin
Date: _____

EXHIBIT A

The scope of professional engineering services shall include water and wastewater infrastructure modeling and master planning, impact fee studies, regulatory compliance assistance, public meeting/hearing attendance, expert witness services, attendance/preparation for condemnation hearings, easement and plat documents, landowner contracts, easement regulations, environmental/cultural resource services, topographical surveying, design meetings, pipeline alignments, pipeline hydraulics, infrastructure modifications, design reports, opinion of probable construction costs, permitting/applications including but not limited to USACE, TPDES amendments/renewals, THC, SWPPP, TxDOT, and FEMA, detailed topographic surveying, detailed engineering design, construction services, and geotechnical engineering services coordination.