CONTRACT FOR ENGINEERING SERVICES

FIRM: **HDR Engineering, Inc.** **("Engineer")**
ADDRESS: **613 NW Loop 410, Ste 700**
San Antonio, TX 78216
PROJECT: **Walnut Springs Spillway Repair and Bank Stabilization Design** **("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:

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
    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.

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. ____", 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 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 **Three Hundred Eighty-Six Thousand Six Hundred Four Dollars ($_386,604)** (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:

_____
_____
_____

Seguin, Texas 78155

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:

Ron Branyon
613 NW Loop 410 St 700
San Antonio, TX 78216

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 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 resulting directly from Engineer's negligence or intentional misconduct, 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 in confirmation 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.
- **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 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 mutually agree. 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 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 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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, 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, REASONABLE 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, REASONABLE 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 LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. 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.

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 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 and in the annual aggregate.

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.

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. This provision does not apply to lump sum components. 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: _____
_____
_____
_____, _____ _____

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof and subject to the Standard of Performance, 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; Construction Oversight or Administration. 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. Engineer's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Engineer shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. City agrees to contractually require its construction contractor(s) to indemnify Engineer for damages resulting from the negligence of the contractor and its subcontractors. City also agrees to include a provision in the construction contract with its contractor(s) requiring them to name Engineer as an additional insured on contractor(s') commercial general liability insurance.

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.

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
HDR Engineering, Inc.
_____

By_____

Printed Name: ___Cory Shockley_____

Title: __Vice President_____

Date: _July 31,_____ ____, 2025

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.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
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 _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

July 31, 2025

Ms. Melissa Reynolds
Director of Engineering and Capital Projects
108 E. Mountain Street
Seguin, TX 78155

RE: 2025 Walnut Springs Spillway Repair and Bank Stabilization Design

Dear Ms. Reynolds:

HDR Engineering, Inc. (HDR) appreciates the opportunity to provide project planning, design, and construction administration services to the City of Seguin (City) for the above-mentioned project. Based on our understanding of the project, we propose the following scope of services.

PROJECT BACKGROUND AND OBJECTIVES

The City of Seguin previously contracted with HDR to provide project planning services for the repair and stabilization of the bed and banks along Walnut Branch at two sites. Site 1 is in Walnut Branch Linear Park between the existing pedestrian bridge and W. Nolte Street. Site 2 begins at W. Nolte Street and ends near W. Washington Street directly across from the library.

HDR developed feasibility engineering concepts to address observed erosion and existing embankment failures and provided opinion of probable construction costs and permitting constraint summaries. Topographic survey and geotechnical borings were gathered, and field reconnaissance was completed to evaluate the current stream conditions. Using this data, preliminary slope stability analyses were performed on the banks at both project sites. Two alternatives at each site were developed for the failing banks as well as the low head dam. Each site had a repair option and a restore option and with higher costs for the latter option.

This project looks to advance the previous project concepts to meet the primary project objectives:

1. Site 1: Develop additional and reevaluate existing feasible engineering concepts with options to address erosion, bed and bank stability, and observed structural and embankment failures for Site 1 north of W. Nolte Street to define a recommended project or a phased project plan that can move into preliminary engineering and design phase(s). Additional geotechnical borings and natural channel components will be used to support these new concepts.
2. Site 2: Develop final design plans for the full repair option at Site 2, which is located directly downstream of W. Nolte Street and provide bid and construction phase support services.

The proposed project limits extend from the pedestrian bridge crossing in Walnut Spring Park to about 300 ft downstream of the W Nolte St Bridge.

PROJECT TEAM

The proposed consultant team for this project is as follows:

- HDR Engineering, Inc. – prime, civil, environmental, water resources, and geotechnical engineering services
- Ecosystem Planning Restoration (EPR) – stream stabilization and sediment analysis

4401 West Gate Blvd., Suite 400, Austin, TX
78745Suite 700, San Antonio, TX US 78216-5507
T 512.912.5100 **F** 512.912.5158(210) 841-2800
Texas Registered Engineering Firm F-754

- Rialto Studio – mobility analysis
- Maestas & Associates, LLC – surveying
- Terracon Consultants, Inc. – geotechnical subsurface investigation

SCOPE OF SERVICES

Task 1 – Project Management (Sites 1 and 2)

HDR will:

- Establish sub-consultant scopes of work and agreements and manage sub-consultants.
- Develop schedules for Sites 1 and 2 and track project progress.
- Provide project management services to control project quality, progress, and budget. For budgeting purposes, the project duration is assumed to be eight months.
- Provide monthly invoices and written updates via email.
- Conduct and attend a virtual project kick-off meeting for each site project (attended by HDR Project Mager (PM) and Deputy Project Manager (DPM)) with City staff to discuss project execution, scope, schedule, coordination, and QA-QC related issues.

Task 1 Deliverables:

- Progress and schedule updates via email and PDF.
- Meeting agenda and minutes, PDF.

Task 2 – Data Collection

SITE VISITS

- HDR will conduct two site visits to Site 1 for orientation, observation, and documentation of changes to existing site conditions as compared to those previously provided.
- HDR will complete a site visit for Sites 1 and 2 to verify limits of potential waters of the U.S. in the project area and conduct a 5-person hour survey for native mussels.

GROUND TOPOGRAPHIC AND TREE SURVEY

HDR will manage the topographic survey data collection provided by Maestas & Associates, LLC. Survey will include ground elevations and as-built survey on the existing walls at Sites 1 and 2, and four geotechnical bore locations. *Scope from Maestas attached.*

GEOTECHNICAL SUBSURFACE INVESTIGATION

The geotechnical investigation at Sites 1 and 2 will consist of a geotechnical data study performed by Terracon as a subconsultant to HDR (Task 2.3). *Scope from Terracon attached.* HDR will coordinate the geotechnical investigation which includes performing a site visit during drilling and responding to questions that come up during drilling, reviewing draft boring logs and providing laboratory testing assignments to select samples, reviewing the Draft Geotechnical Data Report and providing comments to Terracon.

Subsurface Investigation:

The field drilling program will generally consist of the following:

- Drill four 40-ft deep borings (B-3 through B-6) at the approximate locations provided in Figure 1 (borings B-1 and B-2 were drilled in 2023). Specific boring locations will be selected prior to drilling and boring locations may be adjusted in the field based on access and overhead and underground utilities.
- Drill geotechnical borings and collect geotechnical soil samples in general accordance with ASTM D1587 (Standard Practice for Thin-Walled Tube Sampling of Soils) for cohesive soils and ASTM D1586 (Standard Method for Penetration Test and Split-Barrel Sampling of Soils) for granular soils and dry hard cohesive soils.
- If rock is encountered, rock will be continuously cored in 5 ft runs in accordance with ASTM D2113 (Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration).
- Perform depth-to-water measurements in open boreholes during drilling and 30 minutes after drilling completion.
- Backfill borings with cement-bentonite grout.

Laboratory Testing:

The laboratory testing program will consist of water contents, soil classification tests (Atterberg limits, sieve and hydrometer analyses), total and effective strength tests (UU and CU triaxial compression), and analytical tests (pH, sulfates, chlorides, electrical resistivity, and redox). The actual laboratory testing program will be evaluated after the field investigation is complete.

Geotechnical Data Report:

Terracon will prepare a geotechnical data report (GDR) summarizing the field investigation and laboratory testing program, and include a boring location plan, boring logs, and field and laboratory test results.

Figure 1. Approximate location of borings

TASK 2 DELIVERABLES:

- Survey AutoCAD Civil3D file and ASCII text file giving X, Y, Z coordinates for surveyed points.
- Geotechnical Data Report (GDR), PDF.
- Digital copy of site visit notes and pictures

TASK 2 ASSUMPTIONS:

- Site visits will be coordinated with the City. Project site visit will be conducted under Site 1, as it will be the majority of the site visit.
- City will perform all right-of-entry coordination for the topographic survey collection and provide boundary files for the requested properties.
- HDR and City will coordinate Terracon's access to the boring locations (B-3 through B-6) shown in Figure 2.
- Borings are accessible with track mounted drilling equipment. A bollard will need to be removed temporarily to provide access to Terracon's drilling equipment and support vehicles.
- Terracon will contact appropriate entities to locate public utilities including Texas 811.
- City will locate utilities not located by Texas 811 including any lawn irrigation infrastructure.
- Minor rutting is anticipated, care will be taken to limit damage to the grass and landscaping, it may be necessary to turn off the irrigation system several days before drilling operations are initiated.
- Rubber tracks on the drilling rig may leave black marks on the sidewalks.
- HDR may utilize data or documents supplied by others. HDR will assume that information provided by others is accurate, complete, reliable, and current.

Task 3 – Site 1 Conceptual Analysis

HDR previously conducted a PER to evaluate alternatives at Site 1. This scope outline will incorporate additional geotechnical information into the structural evaluation and HDR's subconsultant EPR will evaluate potential natural channel components to improve the channel stability.

DRAFT CONCEPT ALTERNATIVES

Geotechnical

HDR will develop geotechnical design parameters for use in developing two bank stabilization alternatives using the GDR prepared by Terracon.

HDR will perform slope stability analysis to design the proposed bank stabilization concepts. Analyses will include calculating existing and proposed bank stabilities for two cross sections along the streambank at Site 1 within the project limits.

Structural

HDR will evaluate the structural global stability impacts of two different wall types. The wall types will be deep type foundation versus shallow type foundations.

Global stability of the cross section will drive the selection of wall types mentioned above.

Environmental

For Site 1, HDR will review the concept design for Section 404 permitting authorization under the previous Nationwide Permit (NWP) 3, SWF-2021-00460 or the 2026 re-issuance of NWP 3 (scheduled for March 15, 2026) and advise the City on whether additional coordination with the USACE is likely required for authorization under of NWP 3.

For Site 1, HDR will advise the City on whether an Aquatic Resource Relocation Plan (ARRP) that is coordinated with Texas Parks and Wildlife is likely to be required during construction based on the mussel survey.

HDR will review and evaluate the previous coordination conducted with the Texas Historical Commission (THC) as part of NWP 3, SWF-2021-00460 Section 106 compliance to determine whether additional coordination may be needed based on the new concept design and potential impacts to cultural resources.

Natural Channel Design

HDR will utilize and manage their subconsultant, EPR, who will perform associated tasks related to natural design alternatives for Site 1 North of W Nolte St. *Scope from EPR attached.*

Trail and Mobility Analysis (Additional Services Requiring Authorization)

HDR will utilize and manage their subconsultant, Rialto Studio, who will perform associated tasks related to the evaluation of existing trails and pedestrian connections. *Scope from Rialto attached.*

Opinion of Probable Construction Cost (OPCC)

HDR will develop Class 4 American Association of Cost Engineers (AACE) OPCC using the latest City of San Antonio unit prices, TxDOT average low bid unit costs, and recent project low bid prices. A Class 4 OPCC has a minimum contingency of 30% and an expected accuracy range: Low -15% to -25% and High: +20% to 30%.

Alternative Development

HDR will coordinate the geotechnical, structural, natural channel environmental and trail analyses to develop up to three potential combinations of alternatives, two structural alternatives, and one natural, to deliver in a draft technical memorandum and present in the alternatives workshop.

Findings from the geotechnical investigation, slope stability analyses, and proposed design concepts will be summarized in the draft technical memorandum.

HDR will present alternatives during the in-person Alternative Workshop. The purpose of the workshop will be to select the preferred Site 1 bed and bank stabilization option to advance to the final design phase. Comments will be collected during the workshop and addressed for final alternative.

FINAL ALTERNATIVE ANALYSIS

Final Technical Memorandum

HDR will update the draft technical memorandum with the comments and recommendations received from the City at the Alternative Workshop.

Schematic Layouts

HDR will develop schematic plan view layout for the chosen alternative from the alternatives workshop.

Opinion of Probable Construction Cost (OPCC)

HDR will finalize OPCC as described in draft alternative analysis.

Task 3 Deliverables

DRAFT

- Alternative Workshop Agenda and Meeting Minutes
- Draft Technical Memorandum, PDF, including Permitting Evaluation Memorandum for Site 1

FINAL

- Final Technical Memorandum, PDF
- Schematic Layout of chosen alternative in PDF
- AACE Class 4 OPCC of chosen alternative

Task 3 Assumptions:

The following will not be required for this task:

- Archaeological or built environment field surveys
- Endangered species survey
- Waters of the U.S. jurisdictional determinations
- Phase 1 Environmental Site Assessment
- Agency notification or coordination
- Permitting

Task 4 – Site 2 Project Design

50% PLANS AND ENGINEERING ANALYSIS

- HDR will develop geotechnical design parameters for Site 2 using the GDR prepared by Terracon. Developed parameters will be used in global stability of the slope with the limestone block walls at two cross sections along the streambank within the Site 2 project limits. External design of the wall system will also include sliding, overturning, and bearing capacity analysis. In addition, backfill material and drainage design requirements will be provided along with block connection design. It is assumed that no deep foundations are needed for the walls and walls are similar in construction to what is currently present at site.
- HDR will prepare AACE Class 3 OPCC for 50% design level. AACE Class 3 OPCC has a minimum contingency of 25% and an expected accuracy range: Low -10% to -20% and High: +10% to 30%.

- HDR will summarize the design assumptions and calculations in the 50% Engineering Report.
- HDR will develop engineering designs and plans in conformance with the City Stormwater Criteria Manual (2023).
- HDR will coordinate with local floodplain administrator in regard to floodplain development permits and a “no downstream impact” letter.
- The 50% submittal will follow the City Engineering Stormwater Checklist from the City website, and will include the following documents:
    - Draft Cover Page
    - Draft General Notes
    - Draft Quantity Table
    - Draft Project Layout and Survey Sheet
    - Draft Construction Phasing
    - Draft Traffic Control Plan
    - Draft Typical Sections
    - Draft Drainage Sheet and Channel Profiles
    - Draft Erosion and Sediment Control Plans
    - Table of Contents of Specifications
    - Draft Engineer’s OPCC
- Plans will be developed using AutoCAD C3D and digital files will be submitted in such format.
- Deliverables include digital files of 11 x 17 plan set, drainage report, Class 3OPCC and technical specifications. Supporting data used to develop the submittal will be included in a digital submittal.

90% PLANS AND ENGINEERING ANALYSIS

- HDR will develop engineering designs and plans in conformance with the City Stormwater Criteria Manual (2023).
- The 90% submittal will follow the City Engineering Stormwater Checklist from on the City website, and will include the following documents:
    - Draft Cover Page
    - Draft General Notes
    - Draft Quantity Table
    - Draft Project Layout and Survey Sheet
    - Draft Construction Phasing
    - Draft Traffic Control Plan
    - Draft Typical Sections
    - Draft Drainage Sheet and Channel Profiles
    - Draft Erosion and Sediment Control Plans
    - Draft Design Details
    - Draft Planting Plans
    - Draft Specifications
    - Draft Engineer’s OPCC
- Plans will be developed using AutoCAD C3D and digital files will be submitted in such format.

- Deliverables include digital files of 11 x 17 plan set, engineering report, OPCC and technical specifications. Supporting data used to develop the submittal will be included in a digital submittal.
- HDR will prepare AACE Class 2 OPCC for 90% design level. AACE Class 2 OPCC has a minimum contingency of 10% and an expected accuracy range: Low -5% to -15% and High: +5% to 20%.
- HDR will provide formal response to City QC comments from the 50% design milestone.
- HDR will provide revised design calculations in the 90% Engineering Report.

ISSUE FOR BID (IFB) PLANS AND FINAL ENGINEERING REPORT

- HDR will finalize engineering design documents in conformance with the City Stormwater Criteria Manual (2023) and review comments of 90% design documents.
- The IFB submittal will follow the City Engineering Stormwater Checklist from the City website, and will include the following documents:
  - Cover Page
  - General Notes
  - Quantity Table
  - Project Layout and Survey Sheet
  - Construction Phasing
  - Traffic Control Plan
  - Typical Sections
  - Drainage Sheet and Profiles
  - Erosion and Sediment Control Plans
  - Design Details
  - Specifications
  - Engineer's OPCC
- Plans will be developed using AutoCAD C3D and digital files will be submitted in such format.
- City of Seguin will provide bid documents and HDR will assist in modifying for bid package.
- Deliverables include digital files of 11 x 17 plan set, engineering report, OPCC, and technical specifications. Supporting data used to develop the submittal will be included in a digital submittal.
- HDR will prepare AACE Class 2 OPCC for 90% design level. AACE Class 2 OPCC has a minimum contingency of 10% and an expected accuracy range: Low -5% to -15% and High: +5% to 20%.
- HDR will provide revised design calculations in the Final Engineering Report.

Task 4 Deliverables:

- 50% Plans, Table of Contents of Specifications, OPCC and 50% Engineering Report.
- 90% Plans, Specifications, OPCC, and 90% Engineering Report.
- IFB Plans, Specifications, OPCC and Final Engineering Report.

Task 5 – Site 2 Environmental Permitting

Task objectives are to identify state and federal regulatory requirements and assist the City with compliance.

- For Site 2, HDR will evaluate the design for Section 404 permitting authorization under the previous Nationwide Permit (NWP) 3, SWF-2021-00460 or the 2026 re-issuance of NWP 3 (scheduled for March 15, 2026) and advise the City on whether additional coordination with the U.S. Army Corps of Engineers (USACE) is likely required for use of NWP 3 or other section 404 general permit.
- For Site 2, HDR will review the design and the City's archived files including the operation and maintenance responsibility and documentation from the USACE project to evaluate whether the City can likely use maintenance responsibility for repairs that return to the previous design. HDR will advise the City on the potential need to coordinate with USACE for Section 408.
- HDR will advise the City on whether an Aquatic Resource Relocation Plan (ARRP) that is coordinated with Texas Parks and Wildlife is likely to be required during construction based on the mussel survey.
- Anticipated impacts to previously recorded cultural resources in the Area of Potential Effects (APE) will be assessed. Subtasks for this evaluation will include:
    - HDR will evaluate and review the background research completed by TRC documented in a letter to the THC dated February 14, 2022. A new or revised cultural resources report will not be developed, but findings by TRC and any additional findings since February 2022 will be summarized.
    - HDR will prepare a section in the Engineering Report describing the recommended project design and the potential impacts to cultural resources. This summary will include the baseline conditions for cultural resources in the project area, the regulatory environment applicable to the project, and the potential for unrecorded resources within the project area. Coordination with the THC and/or application for an Antiquities Permit is not included in this phase of the project. No field surveys are included as part of the cultural resource evaluation.

Task 5 Deliverables:

- Permitting Evaluation section in Engineering Report for Site 2

Task 5 Assumptions:

The following will not be required at this phase:

- Archaeological or built environment field surveys
- Endangered species survey
- Waters of the U.S. jurisdictional determinations
- Phase 1 Environmental Site Assessment
- Agency notification or coordination
- Section 404 application development or preconstruction notification or section 408 agency coordination and design submittals for modifications to an existing completed federal civil works project if required would be part of a supplemental agreement.

Task 6 Bid and Construction Phase Services

BID-PHASE SUPPORT SERVICES

- HDR will review the Project Manual and provide comments.
- HDR will respond to contractor RFIs (up to 5) and issue up to 1 addendum.

- HDR (PM and DPM) will attend and participate in the in-person Pre-Bid Meeting to introduce the project and provide clarification and interpretation of the bidding documents. HDR will bring one set of bid documents and will be prepared to respond to contractor questions.
- HDR will attend the bid opening and receive one copy of each bid submitted.
- HDR will review the bids, check for math errors or potential imbalances.
- HDR will prepare and submit the bid tabulation and provide a written recommendation regarding award of the contract to the City.
- After bid tabulation, HDR will attend one (1) project coordination meeting leading up to the Council meeting and start of construction.

CONSTRUCTION ADMINISTRATION SUPPORT SERVICES

Construction Management

HDR will:

- Provide internal project management and coordination for HDR for the construction duration (not to exceed 6 months).
- Provide conformed Issued of For Construction (IFC) plan set based on project addenda.
- Attend one (1), in-person pre-construction meeting attended by two (2) HDR staff.
- Attend project pre walk through (one visit) by two HDR staff.
- Provide six monthly project meeting agenda, attendance, and meeting minutes. All monthly construction meetings will be virtual and run by the City.
- Review monthly contractor payment estimates, schedule updates, and provide comments.

Construction Reviews

HDR will:

- Review submittals and shop drawings (up to 20)
- Respond to RFIs (up to 10)
- Develop field orders (up to 5).

Construction Observation Support

HDR will:

- Attend one (1) substantial completion walk through and develop punch list.
- Prepare Project record drawings of construction, incorporating compiled change orders and field changes from the bid documents.
- Complete six (6) monthly site visits to observe the progress and quality of the work and to determine if the work is proceeding in general accordance with the Contract Documents.

Task 6 Deliverables:

- Excel file of bid tabulation.
- One digital copy in PDF format of Addenda and RFI responses.
- Conformed construction documents, one digital (PDF) of the plan set in 11 x 17 format. One digital (PDF) copy of the conformed Project Manual.

- Submittal review responses, RFI responses, and field orders in PDF format.
- Construction progress meeting minutes, PDF copy.

Task 6 Assumptions:

- The City will advertise and host the pre-bid meeting, prepare the agenda, prepare the Project Manual, and conduct the pre-bid meeting.
- HDR shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. HDR shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. Accordingly, HDR neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.
- HDR shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents; however, HDR shall report to the Owner deficiencies in the Work identified by HDR.
- HDR is not responsible for monitoring materials on hand and quantities of material installed when reviewing pay applications. HDR's review is strictly to evaluate progress and confirm that the pay application is mathematically correct.
- Post-construction services, including as-built survey, are not anticipated for this contract.
- A LOMR and hydrologic and hydraulic modeling are not anticipated or included as part of the project, as there will be no changes to the existing channel geometry.

TIME OF COMPLETION

Work on the project will commence following receipt of a signed notice to proceed (NTP). Upon receiving NTP, HDR will prepare a project schedule showing the anticipated timeline for major project tasks as they are described in this scope. The schedule is anticipated to reflect the following milestones targets and assume one month for City review of each deliverable. The total estimated duration of the engineering phase is approximately 8 months (which includes 2 months of review and coordination); the estimated duration of the bid and construction phase is approximately 8 months.

Deliverable	Target Submittal Date
Site 1 Alternative Workshop	3 months from NTP
Site 1 Draft Technical Memorandum	2 months from Alternative Workshop
Site 1 Final Technical Memorandum	1 month from approval of Draft Tech Memo
Site 2 50% Design Documents and 50% Engineering Report	3 months from NTP
Site 2 90% Design Documents and 90% Engineering Report	2 months from approval of 50%
Issue for Bid Set and Final Engineering Report	1 month from approval of 90%
Bid Support	Anticipated 2 months duration
Construction Support Services	Anticipated 6 months duration

Significant variance in the City review time from that included in the schedule may necessitate a request for modification to the schedule and/or compensation in consultation with the City.

COMPENSATION:

HDR proposes to provide these Base Services on a fixed lump sum basis in the total amount of **$386,604**. Additional services of $13,000 will require a separate authorization. The estimated fee for each task as described in the scope of services is summarized in the table below and the full fee breakdown is included as **Attachment A**.

TASK	DESCRIPTION	TOTAL COST
	SITE 1	**$198,265**
1	Project Management	$19,717
2	Data Collection (all tasks, including subs)	$26,910
	Geotechnical Investigation (Terracon)	$14,700
3	Site 1 Conceptual Design (all tasks, including subs)	$164,639
	Natural Channel Design (EPR)	$67,300
	SITE 2 TOTAL DESIGN FEE	**$121,397**
1	Project Management	$13,978
2	Data Collection (all tasks, including subs)	$26,673
	Topographic Survey (Maestas)	$6,415
	Geotechnical Investigation (Terracon)	$14,700
4	Site 2 Project Design	$66,676
5	Site 2 Environmental Permitting	$14,070
6	**SITE 2 CONSTRUCTION PHASE SERVICES**	**$66,942**
	TOTAL	**$386,604**
	Add Services - Trail and Mobility Analysis (Rialto)	*$13,000*

In the event the City directs HDR to perform services in addition to those stated herein, HDR will provide the City with a Supplemental Scope and Fee for approval prior to performing specified additional services.

ATTACHMENT A - Fee Development Summary

City of Seguin
Walnut Springs Schematic and Design

Task No.	Task Description	Project Principal	Sr H&H Engineer	Sr Project Manager	H&H Engineer II	EIT	CADD	Inspector	Sr Engineer	Engineer	Sr Engineer	Engineer	Sr Env'l Manager	Sr Env'l Scientist	Biologist	Cultural Resources Manager	Archit'l Historian	Project Archaeo	Quality Admin	Accounting	Total Hours	Total Labor Cost	Total Direct Expenses	Subconsultants	TOTAL FEE
		CIVIL							STRUCTURAL		GEOTECH		ENVIRONMENTAL			CULTURAL			ADMIN						
SITE 1 SCHEMATIC																									
1	**PROJECT MANAGEMENT (8 MONTHS)**	**1**	**0**	**31**	**25**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**8**	**12**	**79**	**$19,717**	**$0.00**	**$0.00**	**$19,717**
1.1	Establish subconsultant scopes and manage subs			4	8																12	$3,231			
1.2	Prepare and maintain schedule			2	4																6	$1,615			
1.3	Project management controls	1		16	8														8	4	37	$9,037			
1.4	Monthly invoices and status reports			8	4															8	20	$4,719			
1.5	Kickoff meeting (Virtual)			1	1							1	1								4	$1,115			
2	**DATA COLLECTION**	**0**	**0**	**1**	**8**	**8**	**0**	**0**	**0**	**0**	**8**	**14**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**55**	**$11,711**	**$500**	**$14,700**	**$26,910**
2.1	Site Visit				8	8						8		8	8						40	$7,238	$500		
2.3	Geotechnical Investigation Coordination			1							2	4									7	$2,037		$14,700	
	Field Visit										2										2	$635			
	Lab Testing Assignments										2										2	$635			
	Review of GDR										2	2									4	$1,166			
3	**SITE 1 CONCEPTUAL ANALYSIS**	**0**	**9**	**21**	**85**	**52**	**16**	**0**	**11**	**16**	**15**	**91**	**11**	**11**	**24**	**8**	**9.99**	**0**	**6**	**0**	**386**	**$84,337**	**$0.00**	**$67,300**	**$151,637**
3.1	Draft Concept Alternatives																								
3.1.1	Geotechnical																								
	Development of Design Parameters			1							2	8									11	$3,098			
	Development of Concept Repair Alternatives (2 alternatives for 2 cross sections)			1					3	6	4	16									30	$7,426			
	Slope Stability (2 alternatives for 2 cross sections)			1							4	24									29	$7,979			
3.1.2	Environmental												8	8	24	8	10				58	$9,419			
3.1.3	Natural Channel Design		4	2	8							4									18	$5,055		$67,300	
3.1.4	Trail and Mobility Analysis			2	4																6	$1,615			
3.1.5	Draft OPCC		1	2	4	12			2			4									25	$5,118			
3.1.6	Alternative Workshop			4	5	2			1	2	1	5	2	2							24	$5,828			
3.1.7	Draft Technical Memorandum		1	4	40	20			2	4	2	16							4		93	$19,934			
3.2	Final Alternative Selection																								
3.2.1	Final Technical Memorandum		1	2	20	10			1	2	1	8	1	1					2		49	$10,586			
3.2.2	Schematic Layouts		1	1	2	4	16		1	2	1	4									32	$5,794			
3.2.3	Final OPCC		1	1	2	4			1			2									11	$2,486			
																								SITE 1 TOTAL FEE	**$198,265**
SITE 2 DESIGN																									
1	**PROJECT MANAGEMENT (8 MONTHS)**	**1**	**0**	**21**	**15**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**8**	**12**	**59**	**$13,978**	**$0.00**	**$0.00**	**$13,978**
1.2	Prepare and maintain schedule			2	4																6	$1,615			
1.3	Project management controls	1		16	6														8	4	35	$8,569			
1.4	Monthly invoices and status reports			2	4															8	14	$2,678			
1.5	Kickoff meeting Virtual			1	1							1	1								4	$1,115			
2	**DATA COLLECTION**	**0**	**0**	**2**	**2**	**0**	**2**	**0**	**0**	**0**	**8**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**$5,557**	**$0.00**	**$21,115**	**$26,673**
2.2	Topo survey			1	2		2														5	$1,085		$6,415	
2.3	Geotechnical Investigation Coordination																							$14,700	
	Coordination of Investigation			1							2	4									7	$2,037			
	Field Visit										2										2	$635			
	Lab Testing Assignments										2										2	$635			
	Review of GDR										2	2									4	$1,166			
4	**SITE 2 PROJECT DESIGN**	**0**	**7**	**14**	**44**	**56**	**160**	**0**	**7**	**24**	**7**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**367**	**$66,676**	**$0.00**	**$0.00**	**$66,676**
4.1	50% Plans, Specification Table of Contents, OPCC, 50% Engineering Report		4	8	20	24	80		4	12	4	24									180	$33,182			
4.2	90% Plans, Specifications, OPCC, 90% Engineering Report		2	4	16	20	60		2	8	2	16									130	$23,083			
4.3	IFB Plans, Specifications, OPCC, Final Engineering Report		1	2	8	12	20		1	4	1	8									57	$10,411			
5	**SITE 2 ENVIRONMENTAL PERMITTING**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**16**	**20**	**10**	**10**	**20**	**0**	**0**	**88**	**$14,071**	**$0.00**	**$0.00**	**$14,071**
5.1	Section 404 permit evaluation												4	8	20						32	$4,732			
5.2	Section 408 evaluation												8								8	$2,209			
5.3	ARRP evaluation													8							8	$1,299			
5.4	Cultural Resources evaluation															10	10	20			40	$5,830			
																								SITE 2 TOTAL DESIGN FEE	**$121,397**
6	**BID AND CONSTRUCTION PHASE SERVICES**	**0**	**2**	**24**	**40**	**2**	**26**	**134**	**4**	**0**	**2**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**8**	**274**	**$64,942**	**$2,000**	**$0.00**	**$66,942**
6.1	Bid Support			12	24	2	2					4							4		48	$11,681	$500		
6.2	Construction Admin																								
6.2.1	Construction Management			12				62				8								8	90	$22,172	$1,500		
6.2.2	Construction Review		2		16		24	8	4		2	16									72	$15,704			
6.2.3	Construction Observation Support							64													64	$15,385			
																								SITE 2 CONSTRUCTION PHASE SERVICES FEE	**$66,942**
	Total Labor	**1**	**18**	**92**	**196**	**110**	**204**	**134**	**22**	**40**	**32**	**174**	**24**	**27**	**44**	**18**	**19.99**	**20**	**18**	**20**	**1214**	**$255,300**	**$2,000**	**$88,415**	**$386,604**
	ADDITIONAL SERVICES - TRAIL AND MOBILITY	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**					
	Trail and Mobility Analysis (Rialto)																				0	$0		$13,000	
	Total Labor	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$13,000**	**$13,000**

6000 Northwest Parkway, Suite 100
San Antonio, TX 78249
P (210) 641-2112
Terracon.com

July 17, 2025

HDR Engineering, Inc.
613 N.W. Loop 410 Suite 700
San Antonio, Texas 78216

Attn: Mr. Thomas Wesling, P.E.
P: (210) 841-2883
E: thomas.wesling@hdrinc.com

Re: Revised Proposal for Geotechnical Field and Laboratory Services
Walnut Springs Creek Retaining Walls
West Nolte Street and South Travis Street
Seguin, Texas
Terracon Proposal No. P90255208R

Dear Mr. Wesling:

We appreciate the opportunity to submit this revised proposal to HDR Engineering, Inc. to provide Geotechnical Field and Laboratory services for the above referenced project. The following are exhibits to the proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the scope of services described in this proposal is in Exhibit C. If this Scope of Services meets with your approval, work may be initiated by issuing a Work Authorization or Purchase Order based on the negotiated HDR Geotechnical Subconsultant Agreement. Note that as part of the Subconsultant agreement, Terracon will need to be provided a copy of HDR's master contract with their client. We appreciate the opportunity to provide this proposal.

Sincerely,
Terracon Consultants, Inc.
Texas Firm Registration No.: F-3272

Carlos Cotilla
Senior Staff Engineer

Arin Barkataki, P.E.
Principal

Exhibit A - Project Understanding

Our scope of services is based on our understanding of the project as described by the client and the expected subsurface conditions as described below. We visited the project site on June 19, 2025 to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify this information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Client has provided us with anticipated boring locations and depths for the project.
Proposed Structure	The proposed project includes the evaluation of the subsurface soil and depth to water conditions near the existing walls.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located near the intersection of West Nolte Street and South Travis Street in Seguin, Texas. (See Exhibit D)
Existing Improvements	Existing park/trails.
Current Ground Cover	Bare soil and grass.
Existing Topography	Unknown
Site Access	Based on the site visit, a bollard will need to be removed to provide access to our track-mounted drilling equipment and support vehicles. We understand the City will remove the bollard.
Anticipated Subsurface Conditions	Based on the geologic formation and our experience with projects in the vicinity, we anticipate expansive clays interbedded with gravel underlain by clay-shale.

Exhibit B - Scope Of Services

Our proposed scope of services consists of field exploration, laboratory testing, and project delivery. These services are described in the following sections.

Field Exploration

Based on client's suggestions; the following boring field exploration is planned:

Boring Number	Planned Boring Depth (feet)[1]	Planned Location
B-3 through B-6	40	Near Existing Walls

1. Below ground surface.
2. Borings B-1 through B-2 were previously drilled as part of Terracon Project No. 90235129 dated December 7, 2023.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with a track-mounted drill rig or track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Soil samples will be collected at 2-ft intervals to a depth of 20 feet and at 5-ft intervals thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge is pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling. If rock is encountered and can be cored, then sampling of rock would be obtained by Nx diamond-bit core barrel methods (ASTM D2113). Where rock coring is performed, the rock samples will be logged for classification and the Rock Quality Designation (RQD) in general conformance with ASTM D6032.

Our exploration team prepares field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from

field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: Borings will be backfilled with cement-bentonite grout after boring completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings are dispersed in the general vicinity of the borehole.

Laboratory Testing

The samples will be tested in our laboratory to determine physical engineering characteristics. An experienced geotechnical engineer will review the field boring logs and samples. Laboratory tests will be conducted on representative samples to evaluate the pertinent engineering properties of the materials encountered. The laboratory testing is planned to include,

Scope:

- 40 Moisture Content Tests
- 20 Atterberg Limits
- 10 wash minus 200 sieves
- 10 Sieve Analyses with wash minus 200 sieves
- 4 hydrometer analyses - ASTM D7928.
- 8 UU triaxial compression tests - ASTM D2850,
- 2 CU triaxial compression tests - ASTM D4767,
- 2 triaxial compression tests - ASTM D7012 Method B, each 3 samples with mohr coulomb criteria
- 8 triaxial compression tests - ASTM D7012 Method B, each 1 sample without mohr coulomb criteria
- 4 sets of corrosion potential testing (pH, soluble sulfates, soluble chlorides, electrical resistivity, and REDOX) – ASTM G51, D512, D516, G57, and G200.

All of the laboratory tests will be performed in accordance with applicable ASTM standards. Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material’s texture and plasticity, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner and/or the City of Seguin. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Engineering and Project Delivery

The data report provides the following:

- Site and Boring location plans
- Boring logs with field and laboratory data
- Stratification based on visual soil/rock classification
- Groundwater levels observed during and after completion drilling
- Subsurface exploration procedures
- Description of subsurface conditions

In addition to an emailed report, your project will also be delivered using our client portal, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Data Report

When services are complete, we upload a printable version of our completed Geotechnical data report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee[1]
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	$29,400

1. Proposed fees noted above are effective for 60 days from the date of the proposal.

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	5 days after notice to proceed
Field Exploration	10 days after NTP
Laboratory Testing	15 days after completion of field program
Geotechnical Data Report	10 days after completion of laboratory testing

Delivery on Compass	Schedule [1, 2]

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

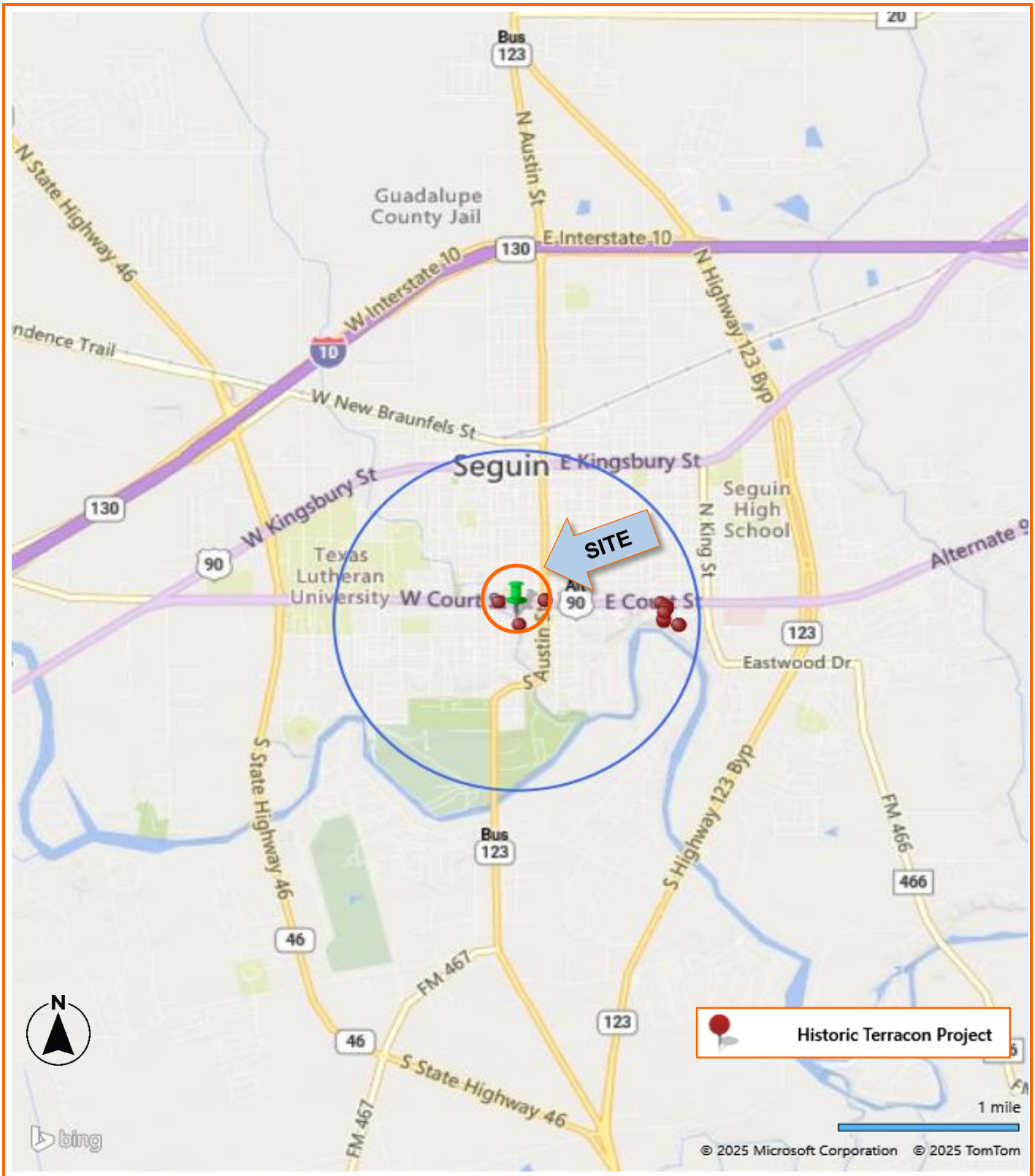
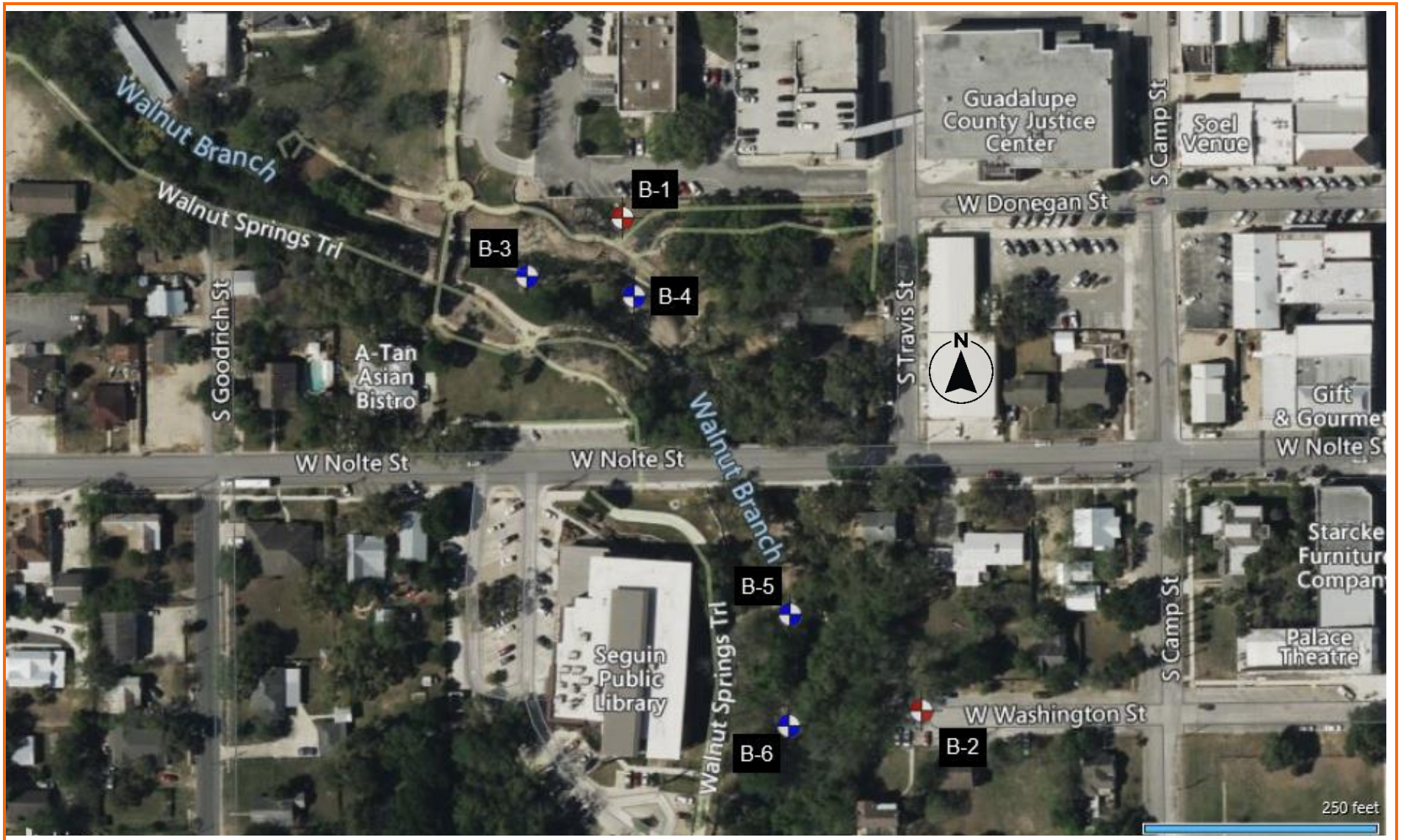


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E - ANTICIPATED EXPLORATION PLAN



Scope of Work

Walnut Springs Creek Site 1 – Natural Alternatives Design Support, City of Seguin, Texas

(July 2025)

Ecosystem Planning and Restoration (EPR) is providing this scope of work and fee to support HDR, Inc (HDR) with the development of natural design alternatives in combination with structural measures for approximately 400-ft of Walnut Spring Creek (Project) north of West Nolte Street, located in Seguin, Texas. HDR has completed a preliminary engineering report outlining potential structural measures required to stabilize the project reach. The goals of the project include preserving the park landscape to the extent possible with limited channel disturbance. The project also includes repairing the Walnut Springs Spillway and associated pond to re-establish a natural look and feel. EPR's support tasks are detailed below.

1 DATA REVIEW & COLLECTION

EPR will review previous reports and data developed for the project site that are provided by HDR and the City of Seguin to inform the watershed and geomorphic analyses required to develop natural design approach criteria and alternatives.

- **Watershed Data Collection and Analysis** – EPR will perform a desktop analysis of the watershed for the project location, which will include delineation of the stream reach watershed, evaluation of land-use within the watershed, description of the project area's geology and soils, and identification of potential constraints that may affect the success of the project. EPR will use existing reports and information already prepared by others for the project site to supplement the analysis.

- Geomorphic Assessment – EPR staff will conduct a rapid geomorphic site assessment of the project reach to document the existing condition, and look downstream of W. Nolte Street where the stream is less impacted to collect bed material samples through pebble counts (riffle and reach wide), and identify bankfull and scour features along the project reach. EPR will flag one (1) riffle and one (1) pool cross-section that HDR will survey or have surveyed. HDR will provide detailed topographic survey of the project reach. The geomorphic assessment will be coordinated between EPR and HDR prior to survey activities.

- Existing Condition Base Maps – HDR will prepare base plan sheets, and provide them to EPR, that show the existing condition of the project site and will serve to document baseline conditions of the design. Existing condition maps will show a plan view of the site, including the location of streams, property boundaries, significant structures and land features (buildings, ponds, etc.), benchmarks, topographic contours, and utilities. Survey and utility information will be included on the base map plan.

- Design Criteria Development – A reference reach survey is specifically excluded from this project. EPR will rely on the San Antonio River Authority's reference reach data base as required. The project reach is in a highly urbanized watershed and the project scope does not include full

stream restoration and focuses on bank stabilization. EPR will use field measurements collected during the geomorphic assessment, as well as reference data derived from experience with urban stream reaches, to develop dimensionless design criteria to facilitate the natural design elements.

- Verification of Bankfull Stage – This task involves the use of data from regional curve information to verify the bankfull stage identified from field indicators. EPR will rely on the San Antonio River Authority's Regional Curves that will be used as a design tool for this project. Bankfull verification is necessary to ensure that the design channel and associated natural design structure, are sized appropriately.

Deliverables:

- There are no deliverables to HDR for this task.

2 ANALYSIS OF SEDIMENT MITIGATION MEASURES

The geomorphic assessment and watershed analyses will be used to evaluate the drivers of erosion and sedimentation within the project reach, within the limitations of the scope of this project. Understanding the mechanisms of instability will allow for proper treatment to be recommended to address stability issues with the project constraints and set realistic expectations of performance. This scope of work does not include detailed watershed and sediment sourcing field work or modeling analyses. The sediment analyses will consist of a desktop review of historic and current aerial photography and soil information to look for potential upstream sediment sources from the watershed, upstream stream bank conditions, stormwater information (as available from the City) to identify outfalls and concentrated flows, and lateral migration patterns of Walnut Spring Creek overtime.

Deliverables:

- Maps/Figures provided in PDF format.
- GIS database with data used for the desktop assessment

3 ANALYSIS OF "NATURAL ALTERNATIVES" TO EROSION, AND BANK FAILURE

EPR will evaluate up to three (3) natural design approaches, understanding the potential need for a combination of natural and traditional structure measures given the project constraints. EPR will collaborate with HDR to develop alternatives. This task includes the development of alternatives including natural structure selection concepts, quantity estimates and associated preliminary costs and includes a workshop (assumed up to three (3) hours) and associated preparation.

Deliverables:

- CAD or GIS data for each design alternative for HDR to incorporate into design plan sheets.
- Preliminary quantities and cost estimates for each design alternative.

4 SCHEMATIC DESIGN OF CHOSEN ALTERNATIVE

EPR will assist HDR with the schematic design of the chosen alternative. This task includes the refinement of the selected alternative(s) from Task 3, preliminary hydraulic modeling, preliminary structure sizing, quantity estimates and associated preliminary costs.

- **Preliminary hydraulic modeling** – EPR will conduct hydraulic modeling specific to the natural design elements to evaluate the selected alternative. It is assumed that HDR will provide the base hydraulic model in HEC-RAS format for EPR to use for this analysis. The existing conditions will be revised to include additional cross-sections and survey not included in the model provided by HDR.

Deliverables:

- Preliminary hydraulic models and outputs.
- CAD or GIS data for HDR to incorporate into design plan sheets.
- Preliminary quantities and cost estimates
- Supporting design calculations in PDF format

5 ALTERNATIVE DESIGN REPORTING

EPR will be responsible for developing and documenting the natural alternatives analysis in close coordination with HDR. This documentation will be delivered as either a standalone technical memorandum or as an integrated section within the overall project design report. The deliverable will detail the methodologies, assumptions, and rationale used in the analysis. Supporting materials, including field photographs, maps, modeling outputs, and relevant calculations, will be incorporated to substantiate the findings.

Deliverables:

- Technical memo or report sections in Word and/or PDF format.
- Maps or exhibits in PDF format
- Supporting calculations and models
- Final CAD or GIS databases

6 PROJECT ANDMINISTRATION AND MEETING

It is assumed that EPR will attend up to two (2) meetings with HDR and the City of Seguin including a project kick off and a meeting to discuss the findings. Additional time is assumed for virtual team calls and emails, and general project management

ASSUMPTIONS

The following assumptions have been used to develop the preceding scope of work:

- EPR will not produce any design plan sheets.
- HDR will provide base mapping information.

- HDR will provide hydraulic model for use in the design alternative analyses. This scope does not include hydrologic modeling.
- HDR will provide topographic survey that includes any bankfull indicators identified under Task 2. The assessment will rely on field survey collected for riffle and pool cross-sections and available LiDAR and DEMs.
- This scope does not include detailed watershed and sediment sourcing field work or modeling analyses.

FEE

The EPR Project Manager will provide monthly progress reports and invoices. EPR will remain on schedule and within budget to perform the requested tasks.

The total lump sum fee for these services is **$67,300**. The following table provides an estimate of the fee breakdown.

Task No.	Task Name	Fee
1.	Data Review and Collection	$ 10,900
2.	Analysis of Sediment Mitigation Measures	$ 10,150
3.	Analysis of "Natural Alternatives" to Erosion, and Bank Failure	$ 16,130
4.	Schematic Design of Chosen Alternative	$ 15,105
5.	Alternative Design Reporting	$ 10,190
6.	Project Administration and Meetings	$ 4,665
	Total	**$ 67,300**

SCHEDULE

A project schedule will be developed in coordination with HDR.

RIALTO STUDIO

9 July 2025

Mr. Ronald Branyon
HDR
613 NW Loop 410, Suite 700
San Antonio, Texas 78216
210.841.2922
Ronald.branyon@hdrinc.com

Seguin – Walnut Springs Bank Repair - Landscape Architectural Scope & Fee Proposal

Dear Mr. Branyon:

Thank you for the opportunity to present this fee proposal for professional landscape architectural services. When executed, this agreement will serve as a contractual agreement between Rialto Studio and HDR, Inc. If this agreement is not executed by the Owner/Client or returned to Rialto Studio, but work identified in the agreement is requested, we will use this proposal to serve as the contract for our services.

Project Description, Assumptions, and Understandings
We understand scope for this Work will include evaluation of the existing trails for connectivity and require close coordination with HDR for the integration of structural retaining and site walls to improve the trail system in this area. The area included in this initial study is limited to the pedestrian connections to the area adjacent to the Tax Assessor and Collector Office. Specific services, anticipated duration, and work product for each Task are detailed below.

Task 1 – Trail Evaluation
For this task we will visit the site to meet with the engineering team and ideally city or maintenance staff to review the area and evaluate the trail for connectivity and accessibility. The proposed fee includes time to walk around the site and visit with city staff to gain a better understanding of the way this area is used by the public. We will also try to understand the landscape needs and desired appearance of the general area in the study. Our site visit will be used to help us understand existing conditions, tree cover, and quality, topographic and slope conditions. The objective for this Task is to become familiar with the existing site conditions, connectivity to adjacent trails, utility layout, and other technical/regulatory and/or physical elements of the property that may influence the design elements. We will incorporate the survey information provided and begin to develop a base site plan drawing to be utilized for the concept generated in the subsequent design phase.

We anticipate the duration of this Task to be approximately three (3) weeks and anticipate one (1) on site meeting for design coordination with the team and City of Seguin staff.

Task 2 – Concept Design
We see this task happening in two phases. One, in collaboration with the design team, Rialto Studio will develop some site plan alternatives (3 max) for consideration by the design team. These conceptual site plan sketches will explore alternatives to efficiently arrange present and future programmatic elements, access, connectivity, and circulation between the connection points. Site development elements for which Rialto Studio will be considering include hardscape elements, site retaining walls, fencing, ramps, stairs, site lighting, and planting areas. The second phase of this Task will be to refine the initial concept sketches and deliver one (1) rendered concept (scaled site plan) with supporting site sections if needed to further articulate the overall design concept to show sufficient detail to start to develop an overall high level cost estimate.

We anticipate the duration of this Task to be approximately six (6) weeks and anticipate two (2) design coordination meetings during this phase.

3D models are not included in this proposal, but we will provide a fee proposal to produce a 3D rendering(s) upon request.

Compensation
The following represents our proposed lump sum fee, exclusive of reimbursable expenses. We will submit monthly invoices reflecting progress on our scope of work. Payment is due within 30 days of the invoice date.

Rialto Studio Fee Breakdown by Task (Lump Sum)

Task 1 Trail Evaluation	$4,000
Task 2 Concept Design	$9,000
Fee Proposal	$13,000

Reimbursable expenses incurred by Rialto Studio employees and consultants are not included in the fee above and are estimated to be **$500.00**. The following expenses shall be reimbursed without mark up: all prints (including drawings, specifications, and reports), reproduction of drawings/renderings, mileage/automobile rental, and hotel.

Additional Services
The proposed fees assume no substantial change in scope/target budget or phasing of various parts of the project or services. Should the scope change, or changes occur in the design schedule of more than 90 days, Rialto Studio reserves the right to revise the scope of work and associated fee allocations to align with the scope modifications. With your approval, we will track the time spent on scope changes and invoice according to billable rates for assigned staff correlating to the hourly rates listed below.

Additional Services not included in the scope listed above and others that may be identified during the course of the project development will be priced and invoiced separately on an hourly or negotiated lump sum basis, plus reimbursable expenses. Hourly rates for personnel are as detailed below. Reimbursable expenses for Additional Services items will be billed at cost. We will not proceed with Additional Services work without written approval from you.

Rialto Studio Hourly Rates (2025)

Principal	$175
Sr. Associate	$140
Associate	$125
Project Manager	$115
Landscape Architect/Licensed Irrigator	$105
Landscape Designer	$95
Clerical	$65
Landscape Architect Intern	$60

Exclusions
Services not covered by this proposal might include but are not limited to the following:

- Fees for any consultants
- Site/Tree Survey
- Drawing submittals beyond those listed above
- 3D photorealistic renderings (will provide a proposal upon request)
- Low Impact Development (LID) features

Miscellaneous
All documents prepared for you by Rialto Studio, Inc. are our instruments of service. Ownership of those documents shall remain the property of Rialto Studio, Inc.

In the event of termination or suspension, Rialto Studio shall be paid its compensation up to and including the date of abandonment, suspension or termination for all incomplete phases, plus other fees that may have been authorized by the Client for Additional Services, reimbursements and payments provided herein.

In recognition of the relative risks and benefits of the project to both the Owner and Rialto Studio, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Rialto Studio and his or her sub-consultants on the project for any and all claims, losses, costs, damages of any nature whatsoever or expenses from any cause or causes, so that the total aggregate liability of Rialto Studio and their sub-consultants to those named shall not exceed Rialto Studio's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Thank you again for the opportunity to submit this proposal for professional landscape architectural services. We look forward to working with you. If this proposal meets with your approval, please indicate so by signing and returning a copy for our files.

Very truly yours,

Bobby Eichholz, Jr., ASLA
Principal

_____ _____

Approved Date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's current mailing address and telephone number are: P.O. Box 12337, Austin, Texas, 78701-2337, (512) 305-9000.

MAESTAS

July 1, 2025

Ron Branyon, P.E.
HDR
613 NW Loop 410, Suite 700
San Antonio, TX 78216

RE: Walnut Branch Spillway Repair (Additional Survey), City of Seguin, Texas

Mr. Branyon,

Maestas & Associates, LLC (Maestas) is pleased to provide HDR with this estimate for professional services.

SCOPE OF WORK:

1. Maestas will perform an as-built survey the existing stone retaining wall along the east side of the creek located on the south side of W Nolte Street to collect height, width, and bottom (toe) to assist with reconstruction efforts.
2. Fill in gaps in the topography on the east bank of the creek south of W Nolte Street.
3. Locate trees within 5 feet of the retaining wall along the east bank of the creek.
4. Survey up to 4 Geotechnical bore locations.
5. Deliverables will include:
    a. A digital survey topo drawing file in AutoCAD and ORD format that will revise the original surface model to include the additional data.
    b. Tree Table
6. QA/QC

GENERAL NOTES AND EXCEPTIONS:

1. Effort to obtain right-of-entry into any private property to complete the survey is not a part of this proposal.

Our estimated **Hourly Not to Exceed** fee for the surveying scope of services will be **$6,415.00**.

We appreciate the opportunity to submit this proposal. If you have any questions or have need for additional information, please contact me at (210) 366-1988 or by email at kkeppler@maesce.com.

Sincerely,
MAESTAS & ASSOCIATES, LLC

Keith Keppler, RPLS
Vice President / Survey & S.U.E. Division

Maestas & Associates, LLC

Fee/Price Proposal Breakdown for Professional Services

Project Name:	**Walnut Branch Spillway Repair**
Name of Firm/Prime:	HDR
Date Proposal Submitted:	7/1/2025
Project Manager:	Ron Branyon, P.E.

Position/Personnel Title	RPLS	S.I.T./Survey Project Manager	Sr. Survey Technician	Survey Technician	2 Man Suvey Crew	Admin/Clerical		
Hourly Wage Rates	$185.00	$125.00	$110.00	$105.00	$175.00	$80.00		
Additional Survey Services	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours	Subtotal Per Task
1. As-built Retaining Wall and Additional Topo and Tree Survey	1	1	1		16		19	$3,220.00
2. Locate up to 4 Geotechnical Bore Locations		1	1		5		7	$1,110.00
3. Prepare Deliverables	1	1	2	8		1	13	$1,450.00
4. QA/QC	1	1	2	1			5	$635.00
Total Hours:	3	4	6	9	21	1	44	
Total Additional Surveying Services Fee:	$555.00	$500.00	$660.00	$945.00	$3,675.00	$80.00		$6,415.00

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between the City of Seguin, a Texas home rule municipality, (the "City") and _____-_____ (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 _____.

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:
HDR ENGINEERING, INC.	City of Seguin, Texas
By:_____	By:_____
Signature	Signature
_Cory Shockley _____	
_____	
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.

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE