

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made this the 10th day of February 2026, between the City of Seguin, Texas (“City”), 205 North River Street, Seguin, Texas 78155 and Ward, Getz, and Associates, LLC (“Consultant” or “WGA”), 9390 Research Blvd., Suite 305, Austin, TX 78759 [Consultant’s address] for the provision of professional services in accordance with the attached Request for Qualifications – IDIQ for Professional Services and the subsequent proffered Scope of Services, attached hereto as **Exhibit “A”** (collectively the “Project”).

### **ARTICLE 1 CONSULTANT’S SERVICES AND RESPONSIBILITIES**

#### **1.1 STANDARDS OF PERFORMANCE**

1.1.1 The Consultant will be responsible for completing the work set forth in accepted Scope of Services and the deliverables all described in the Scope of Services. The Scope of Services shall serve as the primary document setting forth the expectations of the Parties. Work shall progress in accordance with the Completion Schedule attached to this Agreement as **“Exhibit C”**.

1.1.2 The performance of all services by the Consultant in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professionals who possess special expertise in the types of services involved under this Agreement.

1.1.3 No work under this Agreement will be subcontracted by the Consultant without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement. Persons hired by the Consultant or its subcontractors shall not be employees of or have any contractual interest with the City.

1.1.4 Any provisions in this Agreement pertaining to the City’s review, approval or acceptance of written materials prepared by the Consultant or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Consultant’s responsibility for the services set forth herein.

1.1.5 Consultant will perform all of its services in coordination with the City. The Consultant will advise the City of data and information the Consultant needs to perform its services and the Consultant will meet with City representatives at mutually convenient times to assemble this data and information.

### **ARTICLE 2 THE CITY’S RESPONSIBILITIES**

The City will:

**2.1** Provide full information to the Consultant regarding the City’s requirements for the Consultant’s services under this Agreement. The City will furnish the Consultant with access to city facilities or

private property and all other data and information in the City's possession needed by the Consultant at the Consultant's request.

2.2 The City will designate the City Engineer, Melissa Reynolds, or her designee as she deems appropriate, as the City's Project Manager and authorized representative to act on the City's behalf with respect to this Agreement. Additionally, the City may designate another director as its representative to assist with access to, and collection of data from, the relevant City systems, such as utility systems. The City will examine the documents and information submitted by the Consultant and promptly render responses to the Consultant on issues requiring a decision by the City during the Project.

2.3 Provide access to and make all necessary provisions for the Consultant to enter public and private property as required for the Consultant to perform its services under this Agreement.

2.4 Bear all costs incidental to this Article.

### **ARTICLE 3 PAYMENTS TO THE CONSULTANT**

3.1 **PAYMENTS ON ACCOUNT OF BASIC SERVICES.** Payments for Basic Services will be made to Consultant monthly following receipt by City of Consultant's invoices and appropriate payment requisitions. The amounts of these invoices will be based upon the extent of work completed by the Consultant on a percentage basis within each phase of services, less any disputed amounts, pending resolution thereof. Total payment under this contract shall not exceed the amount agreed upon when Consultant accepts the Scope of Services that will be attached to this Agreement as Exhibit "A" and as set out in the Payment and Fee Schedule attached hereto as **Exhibit B.**

3.2 **ADDITIONAL SERVICES.** If additional services are needed, said services must be approved by the City prior to performance. If the sum of the additional services exceeds \$50,000.00 said sum must be approved by the Seguin City Council prior to undertaking the additional work.

### **ARTICLE 4 CONSULTANT'S RECORDS**

4.1 All expense records of Consultant will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

4.2 The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

4.3 The Consultant will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

**ARTICLE 5  
OWNERSHIP AND USE OF DOCUMENTS**

**5.1** All documents prepared by Consultant in connection with this Agreement will become the property of the City. City agrees such documents are not intended or represented to be suitable for reuse for another project by City or others. Any such reuse by City or those who obtained said documents from City without written verification or adaptation by the Consultant will be without liability or legal exposure to the Consultant.

**5.2** The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Consultant goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

**ARTICLE 6  
TERM; TERMINATION OF AGREEMENT**

**6.1** The term of this Agreement begins on the latter of the effective date established in the first paragraph of the Agreement or on the date that the Scope of Services is accepted by the Parties; and, will end upon the Consultant's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 6.2 or 6.3 below.

**6.2** This Agreement may be terminated by either party upon 30 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

**6.3** This Agreement may be terminated at will by the City upon at least 30 calendar days prior written notice to the Consultant.

**6.4** In the event of termination as provided in this Article, the Consultant will be compensated for all services performed to termination date which are deemed by the City to be in accordance with this Agreement. This amount will be paid by the City upon the Consultant's delivering to the City all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

**ARTICLE 7  
INSURANCE AND INDEMNITY**

**7.1** The Consultant will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of

patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Consultant and/or its agents and/or employees. This obligation by Consultant will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7.2 The Consultant will procure and maintain at Consultant's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Consultant or Consultant's agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Consultant has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of Seguin, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000.00 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$1,000,000 combined single limit per incident (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$1,000,000.00 and \$2,000,000 in the aggregate.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

7.3 Depending on the nature of the work involved the Scope of Services may require other insurance be purchased by the Consultant,

## ARTICLE 8 CLAIMS AND DISPUTES

### MEDIATION

8.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation at the sole option of the City as a condition precedent to the commencement of litigation. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

**8.2** If the City elects to mediate, the City and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation. The Parties shall mutually agree to a mediator and the mediation shall be held at a mutually agreeable time and place. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

**8.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

**8.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the dispute may be resolved through litigation in a state court of competent jurisdiction.

## **ARTICLE 9**

### **FEDERAL FUNDING REQUIRED ASSURANCES UNDER TITLE II AND VI**

**9.1** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in applicable Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, or other Federal agency, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**9.2** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**9.3** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**9.4** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration, or other Federal Agency providing funding for this Agreement, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the City, as appropriate, and will set forth what efforts it has made to obtain the information.

**9.5** In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Consultant under the Agreement until the Consultant complies; and/or
- b. cancelling, terminating, or suspending an Agreement, in whole or in part.

**9.6** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**10.1** This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Guadalupe County, Texas.

**10.2** As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

**10.3** The Consultant will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

**10.4** The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Consultant to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the Seguin City Code will not be considered as a valuable gift for the purposes of this Agreement.

**10.5** In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Consultant of the Agreement.

**10.6** All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term “will” is mandatory in this Agreement.

**10.7** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

**10.8** All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.

**10.9** In performing all services under this Agreement, the Consultant, its subcontractors, successors and assigns will comply with all local, state and federal laws.

**10.10** The City’s execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

**10.11** The City of Seguin is governed by the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

**10.12** The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

**10.13** In the event that the performance by either the City or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

**10.14** In the event of a default or breach of this Agreement by the Consultant, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the City’s ability to enforce the Agreement after that time.

## **ARTICLE 11 SUCCESSORS AND ASSIGNS**

**11.1** The City and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

The City and the Consultant will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

**11.2** The Consultant will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

## **ARTICLE 12 EXTENT OF AGREEMENT**

**12.1** This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Engineer regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Qualifications, the Consultant's response thereto, and the public record of the City Council's approval of this agreement as applicable. The Consultant's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. Except as to a change in the scope of services, the compensation for which does not exceed \$50,000.00, this Agreement may be amended only by separate written instrument approved by the City's governing body and signed by both the City and the Consultant.

**12.2** Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

**12.3** In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, such provision shall be construed in the following order of precedence: (1) The Request for Qualifications – IDIQ for Professional Services; (2) this Agreement; (3) Scope of Services; and (4) additional specific contractual documents. In the case of an irreconcilable conflict as to scope of services the more specific provision shall prevail over the more general provision.

## **ARTICLE 13 NOTICES**

**13.1** Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:

Steve Parker  
City Manager  
205 N. River Street  
Seguin, Texas 78155  
[sparker@seguintexas.gov](mailto:sparker@seguintexas.gov)

To the Consultant:

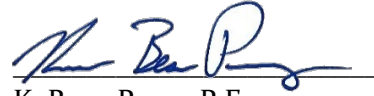
Beau Perry, P.E.  
Regional Practice Leader  
9390 Research Blvd., Suite 305  
Austin, TX 78759  
[bperry@wga-llp.com](mailto:bperry@wga-llp.com)

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of Seguin

WGA

\_\_\_\_\_  
Steve Parker, City Manager



\_\_\_\_\_  
K. Beau Perry, P.E.  
Regional Practice Leader

DATE \_\_\_\_\_

DATE 2-10-2026



February 10, 2026

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

**RE: Unity Lift Station Improvement Project  
CIP WW2502  
Engineering Services Proposal**

Dear Mr. Howe:

Ward, Getz and Associates LLC (WGA) is pleased to submit this proposal for professional engineering services for the decommissioning of Unity Lift Station, new gravity sanitary lines, a replacement water line and Gateshead Lift Station improvements.

**PROJECT DESCRIPTION – WASTEWATER AND WATER IMPROVEMENTS**

The proposed project will consist of designing the gravity line and associated improvements from the Unity Lift Station to the Gateshead Lift Station as per the design memorandum. This will include decommissioning the Unity Lift Station and the installation of new pumps and electrical equipment at Gateshead Lift Station.

1. Approximately 8,000 linear feet of 18” PVC sanitary sewer main to include jack-and-bore of a steel casing pipe with PVC carrier pipe beneath S.H. 123 Bypass and Nolte Farms Drive.
2. Approximately 250 linear feet of 8” PVC sanitary sewer main on Gloria Road.
3. Approximately 1,350 linear feet of 8” PVC water main on Gloria Road, Severn Drive, and New World Drive to connect to the existing water network.
4. Installation of approximately twenty-eight (28) new manholes.
5. Connection to the existing Gateshead lift station.
6. Upgrade the Gateshead Lift Station’s pumps and associated electrical equipment.
7. Demolition of existing Unity Lift Station Site.

**ENGINEERING SCOPE OF WORK (SOW)**

WGA will perform the following Engineering Scope of Work:

A. Topographical Survey

1. Acquire additional field topographical data for the design portion of the project based on the new alignment on City's coordinate system, to include:
  - a. Detailed survey including utility locates (as furnished by the specific utility provider) within the project limits described above.
  - b. Provide subsurface utility engineering (SUE) for utility locates (quality level C and D) unless otherwise noted.
2. Set horizontal and vertical primary control points.
  - a. Primary control points shall be set at a spacing of 500 ft. or greater and inter-visible with each other where possible, away from possible disturbance from construction activity.
  - b. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project.
  - c. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network or approved equal.
  - d. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203),
  - e. The vertical datum shall be based on NAVD88 using Geoid 12B.
  - f. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans.
3. Perform necessary research to obtain ownership records for properties affected by the project limits if necessary.
  - a. Prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination for site access from property owners to secure access for locating property corners, topographic design surveying within the survey limits and to set proposed right of way (ROW) corners. The City will send the right-of-entry access forms to the various property owners and acquire signatures.
4. Provide design level topographic survey data within the revised project survey limits.
  - a. The survey will be performed on the ground utilizing a combination of terrestrial LiDAR with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, curb lines, pavement, roadway paint striping, driveways, fences and visible above-ground utility appurtenances within the survey limits.

- b. The survey will obtain topographic field elevations throughout the project site at 50-foot x 50-foot grid intervals for use in developing a digital terrain model.
  - c. Markings from franchise utility services and city utilities will be located at time of survey.
  - d. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
  - e. The survey will field locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species and canopy size.
  - f. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features and 1 ft contours, accompanied by a point file in .csv format and digital terrain model in .xml format.
5. Surveyor will perform necessary research to acquire ROW maps, current adjoining property deeds and subdivision plats for properties affected by the project limits.
- a. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation.
  - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
  - c. Existing easements of record discovered during abstracting will be shown on the survey.
  - d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.
6. Provide survey field notes for:
- a. Five (5) land acquisitions including permanent easement and construction easements, to include ownership/existing easement title work.
  - b. Platting services to include:
    - (i) Creation of five (5) Certified Easements and Legal Descriptions for private property owners along the proposed route.
    - (ii) Creation of a property master CAD .dwg file along proposed route.
    - (iii) Deliverables to include point file of boundary points in CSV file format, AutoCAD Civil3D .dwg file containing property master and field located boundary corners, and five (5) Certified Easements.
  - c. Title services to include:
    - (i) Title research for various tracts to establish property boundaries, and for the five (5) certified easements.
    - (ii) Title research is to be performed before mobilizing the field crews for boundary survey.

B. Permitting

1. Submit applications and/or permits for:
  - a. Texas Commission on Environmental Quality (TCEQ) – summary transmittal letter.
  - b. TxDOT – utility crossing permit for S.H. 123 Bypass and potential work within the same right of way.
  - c. Citgo Products Pipeline -pipeline crossing approval

C. Construction Documents

1. Prepare construction documents for the proposed project, consisting of:
  - a. Technical specifications, bidding and contract documents.
  - b. General sheets, including general construction notes.
  - c. Sanitary sewer and profile drawing sheets.
  - d. Phased traffic control plan to maintain traffic during construction, as necessary.
  - e. Erosion control plan.
  - f. City of Seguin Standard Construction Details.
  - g. Miscellaneous details.
2. Submit 60%, 90% and 100% construction documents to City for review/approval, and meeting with City Staff to discuss each.
3. Acquire information from the franchise utilities (gas, telephone, cable, etc.) and determine need for relocation. The City will provide direct correspondence with the franchise utilities. Design of existing utility relocations shall be provided by others.
4. Attend public outreach meetings to discuss the proposed project (Maximum of two), if required.
5. Provide final set of construction documents for bid.

D. Bidding Support

1. Organize and participate in construction pre-bid meeting.
2. Address contractor questions during the bidding process and submit bid addendums as applicable.
3. Assist the City in bidding process including preparation of advertisement document, opening and tabulation of bids, and award recommendation letter.
4. Attend City Council meeting for construction award.

5. Prepare construction contract documents.

E. Construction Support

1. Organize and conduct the pre-construction meeting.
2. Provide contractor correspondence, submittal review, request for information review, and pay request review and recommendation letters to the City.
3. Organize and attend monthly construction meetings (maximum of 10) and provide meeting minutes. Periodic construction inspection of the project will occur prior to or after these meetings for a maximum of two (2) hours per day for ten (10) months after the start date of the project, for a maximum total of ten (10) inspections.
4. Organize and attend final inspection and prepare contractor punch list.
5. Prepare documents for project closeout including certificate of construction completion, which will set the construction warranty period.
6. Prepare record drawings based on information provided by the Contractor (3 sets of hard copies and one electronic copy PDF). WGA will not validate as-built conditions.

F. Construction Inspection (Full Time)

1. WGA will provide full-time construction inspection of the project at nine (9) hours per day for five (5) days per week for a maximum of ten (10) months after the start date of the project.
2. Inspection daily logs, progress photos, and site observations will be documented and stored/maintained on Procore. Client will have access to all inspection data.
3. WGA inspector will abide by all appropriate health and safety standards required by the City and have on appropriate PPE.
4. Observe work completed for general conformity with the construction contract documents and plans.
5. Monitoring of construction schedule including review of critical path schedule and coordination with contractor to maintain schedule.
6. Coordination with the contractor regarding work sequencing and phasing.
7. Assistance in risk mitigation regarding schedule and sequencing to reduce potential delays.
8. Verification of test results, construction methods, phasing, and review of Contractors quality assurance and quality control measures as needed.
9. Perform periodic checks of field testing for quality assurance.

10. Serve as liaison between City, WGA, Contractor, & Jurisdiction(s).
11. Assistance in coordination of third-party entities (as requested).
12. Present for lift station start up and commissioning services.
13. WGA will not control or have charge of, and shall not be responsible for:
  - a. Construction means, methods, techniques, and sequencing;
  - b. Procedures of construction;
  - c. Quality assurance testing;
  - d. Conflict resolution with private property owners;
  - e. Investigations, analyses, studies or design for substitutions or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents;
  - f. Health or safety programs or precautions connected with the work;
  - g. Managing, supervising, or have charge of construction; and
  - h. Services related to contractor compliance with wage rate and DBE requirements of construction contract provisions, including field interviews or contractor employees.

## **ENVIRONMENTAL STUDY**

### **Rare, Threatened & Endangered Species Desktop Assessment (Office Work Only)**

WGA will document anticipated compliance with the Endangered Species Act (ESA), through a desktop review and assessment of potential presence of suitable habitat for federally and state listed threatened and endangered species within and directly adjacent to the project area. The project area will be evaluated for known occurrences and suitable habitat associated with special status species that have been documented by Texas Parks and Wildlife Department (TPWD) (e.g. Texas Natural Diversity Database (TXNDD) datasets) and U.S. Fish and Wildlife Service (USFWS) (e.g. Information for Planning and Consultation (IPaC) datasets). The evaluation shall document existing habitats by aerial photography interpretation and assess the areas for the likely presence of the specific habitat types required for state or federally listed rare, threatened, and endangered species, as well as migratory birds. An on-the-ground survey is not included in this scope of work, and this desktop assessment may result in the identification of necessary on-the-ground surveys or agency consultations prior to project commencement. A report will be prepared to document the findings for the project area, including any recommendations for additional actions or implementation of best management practices during construction.

### **Cultural Resources Archeological Background Study (Office Work Only)**

WGA will conduct a background study for the project area that will begin with a review of the local geology, soil types, and topographic conditions in and near the project area. A review of relevant historical maps, historical aerial imagery, and the Texas Historical Commission's Historic and Archeological Sites and Surveys Atlas (Atlas) will provide context for the known or expected cultural resources in and near the project area. All archaeological sites and historic features within a 1-kilometer buffer of the project area will be summarized. The intent of this archeological background study will be to identify previous recorded archeological sites, historic standing structures, historic period cemeteries, and listed National Register of Historic Places properties that may be affected by the project. In aggregate, this data will be used to develop the cultural resources context for the proposed project area. Additionally, this data will be used to develop a scope of work for and requisite agency permitting, if needed.

The Antiquities Code of Texas (ACT), created in 1969, establishes the state's policy to identify and protect historically, archaeologically, and scientifically significant sites and objects across all Texas lands, including submerged areas. Projects with a federal nexus must also comply with Section 106 of the National Historic Preservation Act (NHPA), which requires federal agencies to evaluate potential effects on historic properties listed or eligible for listing in the National Register of Historic Places. Because the project is sponsored by the City of Seguin, coordination with the Texas Historical Commission (THC) will be required to ensure compliance with the ACT.

### **Archeological Survey and Report (If Needed)**

If needed, WGA will perform an intensive archeological survey of the project area. This work will include a 100 percent pedestrian survey, and subsurface investigations will be performed on those parts of the Project Area that do not exhibit evidence of severe prior disturbance. Survey methods will consist of pedestrian survey, visual inspection, and the excavation of shovel tests. WGA will initiate 811 One Calls at least 48 hours prior to fieldwork. Mechanical backhoe trenching is not expected to be necessary for this project. Work will be performed in accordance with the THC's and Council of Texas Archeologists (CTA) Archeological Survey Standards (2020).

Newly discovered prehistoric and historic archeological sites will be documented in compliance with THC/CTA survey standards and policies including requirements for assessing historical sites and cemeteries. Any structures 45 years or older located within or adjacent to the APE will photo-documented and described in the report.

WGA will follow a "no collection" policy where cultural materials are encountered. Diagnostic and non-diagnostic artifacts (e.g., lithic debitage, burned rock, historic glass) will be described, sketched, and/or photo-documented in the field and replaced in the same location in which the artifacts were found.

### **ASSUMPTIONS**

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in a request(s) from WGA for additional compensation.

1. The gravity sanitary sewer alignment presented in the Technical Memorandum as Exhibit 1 is the preferred path for the City. The proposed water will be located in Gloria Road, Severn Drive and New World Drive.
2. Per discussions with the City, the purpose of the sanitary sewer replacement is to decommission Unity Lift Station, and connect directly to Gateshead Lift Station through existing right-of-way and permanent easements, and not for any new connections along the route that don't already exist.
3. Where necessary, the City will be responsible for arranging property access (and acquiring executed right-of-entries) prior to commencement of the field survey and/or environmental investigations for properties not located within City right-of-way. WGA will not perform any field investigation on properties where access has not been granted.
4. Subsurface Utility Engineering, if provided, will not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or "One-Call Notification Centers" before excavation.
5. Should the schedule be changed or put on "hold" by the City, all costs incurred by WGA up to notification of change of schedule or "hold" status will be billed to the City. Additional fees that WGA may incur as a result of the change of schedule or "hold" status will be billed to the City once the Project has resumed in addition to the cost of services included in this proposal.
6. The entire project will consist of a single bid/construction project.
7. The City of Seguin will be able to operate the Unity and/or Gateshead Lift Station pump cycle times to better facilitate construction activities during the day.
8. WGA's effort and costs for construction services are based on a ten (10) month construction project duration, starting from the date of the Contractor's notice to proceed. If the construction period extends beyond this time period, WGA may request additional compensation.
9. Improvements at the Gateshead Lift Station site shall be limited to the pumps only and any panel upgrades as a direct result of the new pumps. The lift station site is not being upgraded to be in full compliance with the Seguin's *Lift Station Design Criteria Manual* dated August 31, 2023.
10. Assumptions for the environmental scope of work include:
  - a. The City will provide a backhoe and operator for backhoe trenching aspect of the fieldwork, if required. Estimate no more than two to four days of backhoe trenching.

- b. Assume no more than one (1) archeological site will be identified during the investigation. If additional sites are discovered, a change order will be required to cover the recording of site with TARL.
- c. Assume no human remains will be encountered during investigations. If human remains are encountered, WGA will stop work and immediately notify Client. Any associated services for managing the discovery of human remains (e.g., agency notification, tasks related to adherence to the Texas Health and Safety Code [Title 8, Chapters 711–714] guidelines) will be submitted in a separate SOW and cost proposal for Client approval.
- d. This proposal does not include an Archeological Survey and Report. If required, WGA will prepare a separate SOW and cost estimate for additional services and submit to the City.

### **EXCLUSIONS**

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

- 1. Any design services not listed above, including but not limited to, design of landscape or irrigation, street reconstruction, sidewalks or accessibility, or lighting.
- 2. Design of a regional lift station or force main.
- 3. Environmental or cultural services (other than listed above).
- 4. Post-construction topographical survey or GIS system updates.
- 5. Design of improvements or relocations for private sanitary sewer lines, electrical lines, gas lines, telephone lines or other franchise utilities.
- 6. Construction staking or field staking for other purposes.
- 7. Attendance at or preparation for condemnation hearings, easements or plat documents, landowner contact or easement negotiations, other than mentioned above.
- 8. Preparation of permits, applications, etc. (not mentioned above or in the cost table).
- 9. Costs for permitting or application fees or review fees by regulatory authorities, other than mentioned above or included in the cost table.
- 10. U.S. Army Corps of Engineers (USACE) permit preparation or notification, if applicable.
- 11. Appraisal and acquisition services for required easements.
- 12. Geotechnical investigation. WGA will utilize information from previous geotechnical sources such as the Gateshead lift station, Nolte Farms, etc. in the area.
- 13. Platting or Rezoning of any properties.

14. Storm Water Management Plan, or Drainage Impact Study.
15. Floodplain Mitigation. According to the Federal Emergency Management Agency (FEMA) the subject site is graphically located outside the 500-year floodplain (Zone "X" Unshaded) as delineated on the FEMA FIRM Map 48187C0290G, dated March 27, 2024.
16. Letter of Map Revision (LOMR), Conditional Letter of Map Revision (CLOMR), or other flood studies.
17. Tree preservation or mitigation plans.
18. Electrical PLC programming and database creation.

**COMPENSATION FOR SERVICES**

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

Topographical Survey:	\$ 29,775.00
Five (5) Easement Documents:	\$ 8,950.00
Title Research for Five (5) Properties:	\$ 12,575.00
Environmental /Cultural Services (Desktop):	\$ 13,750.00
Cultural Services (Field Survey):	\$ 18,688.00
Engineering Design:	\$ 349,970.00
Electrical Engineering:	\$ 41,400.00
Bidding:	\$ 27,120.00
Construction Management:	\$ 133,848.00
Construction Inspection: (Full Time – 10 months)	\$ 224,964.00
<b>TOTAL:</b>	<b>\$ 861,040.00</b>

The total fee of the entire project is for a lump sum cost of \$ 861,040.00.

This fee includes labor and material costs associated with the Scope of Work identified above.

WGA's fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via monthly progress billing.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter. All services will be in conformance with the Professional Services Contract attached hereto.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval.

Mr. Tim Howe, Director of Utilities  
City of Seguin  
February 10, 2026  
Page **11** of **11**

Sincerely,



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K. Beau Perry, P.E.  
Regional Practice Leader

2-10-26

Date

## **EXHIBIT C COMPLETION SCHEDULE**

The WGA shall complete all design services within a total period of twelve (12) months from the date of project award by City Council. The design phase shall be completed in accordance with the following milestones:

- **30% Design Submittal:** within three (3) months of City Council award
- **60% Design Submittal:** within six (6) months of City Council award
- **90% Design Submittal:** within nine (9) months of City Council award
- **100% Final Design Submittal:** within twelve (12) months of City Council award

WGA may submit the 100% Final Design Submittal prior to acquisition of all required easements; however, acceptance of the 100% Final Design Submittal shall be contingent upon completion and acquisition of all easements necessary for construction.

Following acceptance of the 100% Final Design Submittal, the project shall proceed to a bidding phase, which shall include preparation of bid documents, advertising, bidding, and award, and is anticipated to require a minimum of one (1) month.

Upon completion of the bidding phase and execution of a construction contract, the construction phase is anticipated to be completed within an additional ten (10) months.