

May 8, 2025

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

**RE: Caterpillar Lift Station Improvement Project  
Forcemain and 18" Gravity Sewer Line to Tyson Foods  
CIP WW2501  
Engineering Services Proposal**

Dear Mr. Howe:

Ward, Getz, and Associates LLC (WGA) has prepared this proposal for professional engineering services for the design of the 8" diameter forcemain replacement and 10" diameter sanitary sewer line replacement project, to replace forcemain and gravity sewer from the Caterpillar Lift Station to near Tyson Foods at Hwy. 90 (W. Kingsbury Street) and Walnut Creek.

**PROJECT DESCRIPTION – LIFT STATION**

The proposed project will consist of a proposed upgrade to the Caterpillar Lift Station to ensure compliance with the City of Seguin's Lift Station Design Criteria Manual dated 8-31-2023. The project shall include the following components (defined as project limits):

1. Upgrading the firm capacity of the lift station to 3.5 MGD.
2. Providing backup power by generator.
3. Meeting all requirements of Seguin's Lift Station Design Criteria Manual.

**PROJECT DESCRIPTION – SEWER & FORCEMAIN**

The proposed project will consist of a proposed 18" PVC sanitary sewer line replacing the existing 10" sanitary sewer line from C.H. Mattheis to Tyson Foods along Walnut Creek at Hwy. 90 (W. Kingsbury Street). In addition, the forcemain replacement will consist of a proposed 12" PVC forcemain replacing the existing 8" sanitary sewer line from Caterpillar Lift station to C.H. Mattheis. The project shall include the following components (defined as project limits):

1. Approximately 5,300 linear feet of 18" PVC sanitary sewer main to include jack-and-bore of a steel casing pipe with PVC carrier pipe beneath Hwy. 46, Lawson Street, and C.H. Mattheis.
2. Replacement of existing manholes as necessary.
3. Connection to the existing manhole along or near Walnut Creek.

4. Connection to Caterpillar Lift Station.
5. Approximately 4,900 linear feet of 12" PVC forcemain by pipe bursting method.

### **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 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 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. Ten (10) land acquisitions including permanent easement and construction easements, to include ownership/existing easement title work.
  - b. Platting services to include:
    - (i) Creation of Ten (10) 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 ten (10) Certified easements.

c. Title services to include:

(i) Title research for various tracts to establish property boundaries, and for the ten (10) 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. Rio Nogales Gas Line – to include utility crossing permit application preparation and fee payment for crossing approval.

b. Texas Commission on Environmental Quality (TCEQ) – summary transmittal letter.

c. TxDOT – utility crossing permit for Hwy. 46 and potential work Near Hwy. 90 (W. Kingsbury Street).

## 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 forcemain pipeline plan 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.

h. Lift Station Criteria Manual

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 12) 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 twelve (12) months after the start date of the project, for a maximum total of twelve (12) 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 twelve (12) 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 SCOPE OF WORK**

### **Rare, Threatened & Endangered (RTE) 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 coordinate with TRC Companies, Inc. (TRC) to 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 to assess archeological probability associated with 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 ½-mile 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. Findings will be summarized in an archeological background study for review.

WGA does not expect a need for on-the-ground survey based upon the majority of the project has been disturbed by previous construction activities from the original installation of the sewer line. However, the below approach is suggested should it be necessary and has been included as an alternative cost.

### **Antiquities Permit Application and Research Design**

Results of the background study will be incorporated into the Research Design/Scope of Work to accompany the Antiquities Permit Application. WGA will produce a Research Design, outlining the proposed archeological survey methodology and reporting. Once complete, WGA will send



the permit application packet to the City for review and signature. Following City review and comment, WGA will make revisions, and submit the permit application to the THC who will assign a permit number for the project. Fieldwork may not proceed until the THC issues a permit number for the project.

### **Archeological Survey and Report**

WGA will conduct an archeological survey of the Area of Potential Effect (APE) within the Project area. This work includes a 100% pedestrian survey and subsurface investigations will be performed on those parts of the APE that do exhibit evidence of severe prior disturbance. Survey methods will consist of excavation of shovel tests and mechanical backhoe trenching of areas within the Project exhibiting alluvium and potential to contain deeply buried cultural deposits. 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.

The Archeological Survey Report will provide a discussion of the methods and results of the background research and the field investigation. This discussion will include a list of sites identified, the ownership of the land on which the sites are located, their eligibility for the National Register or for formal designation as State Antiquities Landmarks, and the appropriate criteria under which the sites were evaluated. Site forms will be submitted to the Texas Archeological Research Laboratory (TARL) to obtain trinomials. The report will also include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2) and THC/CTA Guidelines. Costs also include curation costs to permanently house records with the Center of Archeological Studies in San Marcos, Texas under stipulation of the ACT.

### **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 request(s) from WGA for additional compensation:

1. Per discussions with City Staff, the purpose of the sanitary sewer replacement project is to connect directly to an existing manhole on near Walnut Creek through existing permanent



easements and within ROW, and for it to not be directly connected to any sewer services along its route that are not already existing.

2. 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.
3. 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.
4. 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.
5. The entire project will consist of a single bid/construction project.
6. WGA’s effort and costs for construction services are based on a twelve (12) 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.
7. The City of Seguin will be able to operate the upstream lift station pump cycle times to better facilitate construction activities during the day.
8. 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 covers a prescribed level of effort through the intensive survey and THC consultation. If after consultation, the THC requires additional work in the form of additional survey, archeological monitoring, archeological testing, and/or data

recovery, 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, electrical or lighting.
2. Modifications or upgrades to Lawson Street.
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. TDLR registration, fees, inspections, or plan review/approval.
11. US Army Corps of Engineers (USACE) permit preparation or notification, if applicable.
12. Appraisal and acquisition services for required easements.
13. Geotechnical investigation. WGA will utilize information from previous geotechnical sources such as the C.H. Mattheis roadway, the Caterpillar Lift Station, or the Walnut Creek sanitary sewer replacement project.
14. Platting or Rezoning of any properties.
15. Storm Water Management Plan, or Drainage Impact Study.
16. 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 448187C0260G, dated March 27, 2024.

17. Letter of Map Revision (LOMR), Conditional Letter of Map Revision (CLOMR), or other flood studies.
18. Tree Preservation plans and Tree Mitigation plans.
19. Generator procurement times may delay overall construction time frame.

### **COMPENSATION FOR SERVICES**

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

#### **Sewer & Lift Station Project**

Environmental/Cultural Services (Desktop):	\$8,695.00
Cultural Services (Field Survey):	\$24,977.00
Topographical Surveying:	\$64,966.00
Tree Survey:	\$9,975.00
Ten (10) Easement Documents:	\$16,340.00
Title Research for Ten (10) Properties:	\$8,500.00
Engineering Design:	\$589,894.00
Bidding:	\$19,950.00
Construction Management:	\$168,919.00
Construction Inspection (Full Time – 12 months):	\$269,798.00
<b>Total:</b>	<b>\$1,182,014.00</b>

The total fee of the entire project is for a lump sum cost of \$1,182,014.00.

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.

Mr. Tim Howe, Director of Utilities  
City of Seguin  
May 8, 2025  
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We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this proposal and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,



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

5-08-2025

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Date

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City of Seguin

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Date

## **EXHIBIT A AGREEMENT FOR ENGINEERING SERVICES**

### **GENERAL TERMS AND CONDITIONS**

#### **BILLING**

Statements are issued when appropriate and shall be payable to WGA upon receipt, whenever issued, unless otherwise agreed. Interest at one percent (1%) per month accruing from the date of statement shall be payable on any amounts not paid within 30 days. All payments thereafter shall be applied first to accrued interest on the fees and reimbursables and then to the principal unpaid amount. Any costs incurred in collecting any of the above amounts, which become delinquent, shall be paid by the CLIENT upon demand, including but not limited to, attorney's fees and the cost of employees' time expended on the collection.

#### **DIRECT PERSONNEL EXPENSE**

If the project is performed on the basis of Direct Personnel Expense times a multiplier, Direct Personnel Expense is defined as the direct salaries of the ENGINEER's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment Texas and other statutory employee benefits, Insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### **REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to the compensation for personnel time and include actual expenditures made in the interest of the job, such as those for transportation, living expenses in connection with out-of-town travel, long distance communications, expenses for reproductions (excluding reproductions for use in our office or consultant's offices), expense of postage and handling of drawings, specifications and other documents, expense of any renderings or models, and any similar expenses made in the interest of the job. The above expenses shall be reimbursable at 1.15 times the actual cost.

#### **SUSPENSION OR TERMINATION OF SERVICES**

If the CLIENT fails to make any payment due ENGINEER on account of its services and expenses within thirty (30) days after the date of the statement, then ENGINEER may, after giving (7) days written notice to the CLIENT, suspend services until all amounts due on services and expenses have been paid in full. Further, ENGINEER shall have the right to withhold all drawings, specifications, and other instruments of service as of the date services are suspended. In the event that the CLIENT requests termination of the services prior to completion of a report, ENGINEER reserves the right to complete such investigations and analyses as are necessary to protect its professional reputation, or to complete appropriate records of the services performed to date. A termination charge to cover the cost thereof in an amount not to exceed 10% of all charges incurred up to the date of the stoppage of the services may be made at the discretion of ENGINEER.

#### **LAWS/REGULATIONS**

This agreement is to be governed by the law of the principal place of business of the ENGINEER. The CLIENT and the ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. The CLIENT and ENGINEER are committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistant Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.



**Prior to initiating litigation against ENGINEER for any alleged claim, based on negligence or other legal theory, the CLIENT agrees to first negotiate in good faith for a period of thirty days, then to mediate the claim under rules of mediation as agreed to at that time.**

#### LIMITS OF LIABILITY

ENGINEER's services, as limited by the CLIENT, are performed with the usual thoroughness and competence of the ENGINEER and engineering professions in Texas. No warranty or other representation, either expressed or implied, is included or intended in ENGINEER's proposals, contracts, reports, designs, and other services including, without limitation, warranties of fitness or merchantability which are hereby disclaimed. In retaining ENGINEER's services, the CLIENT expressly agrees that in all cases, ENGINEER's liability shall be limited solely to its negligent acts, errors or omissions. ENGINEER's liability to the CLIENT for injury or damage to persons or property arising out of services performed for CLIENT and for which legal liability may be found to rest upon ENGINEER, other than for professional errors and omissions, will be limited to recovery from ENGINEER's general liability insurance coverage and shall be limited to the sum of the fee payable to ENGINEER under this Agreement. For any damages resulting from ENGINEER's negligent acts, errors, or omissions in rendering professional services, its liability will be limited to the sum of \$50,000.00 or its fee, whichever is less. The CLIENT agrees that in no event will it make a claim against ENGINEER after the expiration of four years from the substantial completion of ENGINEER's services hereunder, or the expiration of two (2) years from the date the CLIENT knew or should have known of said claim, whichever shall first occur. Following such date, all such CLIENT claims, if any, known or unknown, shall be deemed to be and are hereby waived. To the extent that any applicable statute of limitations provides for a shorter period of time, such shorter time period shall control.

In the event the CLIENT makes a claim against ENGINEER at law or otherwise, for any alleged negligent act, error or omission arising out of the performance of its professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by ENGINEER in defending itself against said claim, including but not limited to, attorney's fees, experts' fees, consultants' fees, and the cost of employee's time expended on the claim.

In the event of a claim against ENGINEER and its consultants arising out of or in any way related to the negligence or other liability of the CLIENT, the Contractor or any others associated with or related to the CLIENT's project, the CLIENT shall indemnify and hold ENGINEER and its consultants harmless from and against such claim and any associated liability or expense including but not limited to, attorney's fees, experts' fees, consultants' fees, and the costs of employees time expended on the claim.

#### EXCLUDED SERVICES

ENGINEER has not been retained or compensated for and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any Contractor or Subcontractor or any other person performing work, or for any acts or omissions of any of them, or for the failure of any of them to carry out work in accordance with their contract documents.

#### ADDITIONAL CONSULTANTS

Fees for services of additional consultants to be retained under subcontract to WGA Houston, when required, and when authorized by the CLIENT, will be billed to the CLIENT at 1.15 times such consultants' net billings to WGA Houston, unless otherwise agreed.

#### CONFIDENTIALITY

ENGINEERS, its agents, employees, and Consultants shall hold client information, data, and documents (collectively, "the information") that they receive, or to which they have access, in strictest confidence. ENGINEER, its agents, employees and Consultants shall not disclose, disseminate, or use the Information unless the Client authorizes such in writing.

#### CLIENTSHIP OF DOCUMENTS



All documents field notes and data prepared or obtained by or through ENGINEER and related to the CLIENT's project will be joint property of the ENGINEER and CLIENT and may be transferred to other parties or used for other purposes (e.g., marketing) with written consent from the other party. **Any expense of the documents without written authorization from ENGINEER shall be at the CLIENT's own risk and without liability to ENGINEER.**

TIME LIMIT

An agreement or proposal is subject to renegotiation if not accepted within 60 days.