

May 30, 2025

Ms. Melissa Reynolds, P.E., CFM  
City Engineer/Director  
Seguin Capital Projects & Engineering  
205 N. River Street  
Seguin, Texas 78155

Re: Supplemental Construction Administration – North Guadalupe Drainage System

Dear Ms. Reynolds:

In 2022, we entered into a contract to provide engineering services for the North Guadalupe Drainage System project. The original design and construction phase service scopes were based on storm drain system improvements with minimal utility and pavement improvements. Construction phase services were scoped with placeholder values totaling \$150,000 including construction materials testing (CMT), and were to be rescope after design was complete. The 2022 contract was funded by a General Land Office (GLO) grant.

In 2023, the scope of the design increased to include full replacement of water and wastewater mains and full street reconstruction along the corridor, by means of Resolution No. R2023-118. The total time for design and construction increased beyond the originally scoped 30 months stated in the GLO funded contract.

Now that the design of the drainage, water, wastewater, and street infrastructure is complete, we have rescope the construction phase services. The proposed net supplemental fee equals the total re-scoped services minus the \$150,000 placeholder value in the original contract. The duration of this proposed supplemental agreement is 18 months.

The proposed services will be a change order to the contract the City established with Resolution No. R2023-118 and will be separate from the GLO funded contract. The overall fee for the original GLO funded contract will not be changed by these proposed services.

Our proposed scope of services and associated fees are as follows:

**CIVIL ENGINEERING SERVICES**

- |           |   |                  |
|-----------|---|------------------|
| <b>I.</b> | <b>GRANT ADMINISTRATION SUPPORT (TASK 401)</b>  | <b>\$ 12,000</b> |
|           | <ul style="list-style-type: none"><li>• Attend monthly meetings with the grant administrator, GLO, and the City through the duration of construction (max 18 months).</li><li>• Coordinate with the grant administrator, GLO, and the City, and update GLO documents as needed (performance statements, tables, exhibits, etc).</li></ul> |                  |

- II. CONSTRUCTION ADMINISTRATION SERVICES (TASK 402) \$ 112,520**
- Attend bi-weekly construction meetings, including meeting preparation (half virtual, half in person). Assumes max 18 months (17 months construction plus 1 month for project kickoff/closeout).
  - Review and monitor the work schedule, traffic changes, public information topics, plan changes, differing site conditions, and construction issues.
  - Review contractor submittals and shop drawings for compliance with project construction documents. This assumes no more than two reviews of each specification division.
  - Respond to requests for information (RFI), clarification of plans, and construction change order (CCO) requests. This proposal assumes a maximum of 24 RFI.
  - Coordinate with City, contractor, utility purveyors, residents, etc. related to project progress and disputes.
  - Review monthly contractor pay applications and make recommendations for payment (assumes max 18).
- III. SITE VISITS, FIELD REPORTS, & JOB RECORDS (TASK 411) \$ 226,065**
- Pape-Dawson will perform site visits to observe and keep the City apprised of construction progress. The site visits are intended to support the City inspectors and engineering team. The City will provide inspections, and Pape-Dawson will provide construction observations.
- Attend weekly site visits/job walks. Assumes 8 hours per week for site visit for 75 weeks.
  - Two (2) additional site visits for construction of detention restrictor/splitter box, assuming 4 hours per site visit.
  - Four (4) additional site visits for Walnut Branch Creek outfall construction (two per outfall). Assumes 4 hours per site visit.
  - Four (4) additional site visits for storm drain boring (two per bore). Assumes 4 hours per site visit.
  - Two (2) additional site visits for work along/within UPRR right of way. Assumes 4 hours per site visit.
  - Six (6) additional site visits for gas/electric/telecom coordination. Assumes 4 hours per site visit.
  - Eight (8) site visits for water/sewer adjustments, connections, and installation. Assumes 4 hours per site visit.
  - Attend maximum ten (10) additional site visits. Assumes 4 hours per site visit.
  - Time for site visits includes two (2) hours round trip for travel time. (e.g., A 4-hour visit equals 2 hours in the field, and an 8-hour visit equals 6 hours in the field). Mileage will be billed as a direct expense.
  - Prepare construction observation reports, coordinate findings with design team, City, and contractor.
  - Maintain job records throughout construction.
- IV. PROJECT CLOSEOUT (TASK 404) \$ 20,165**
- Project closeout includes walk throughs, documentation, and certification to confirm construction has reached substantial and final completion.

- Attend punch list walk through to confirm project is substantially complete.
- Prepare a substantial completion punch list.
- Attend final walk through (City's final inspection) to verify all punch list items have been addressed, verify contractor has cleaned up the site, and that SWPPP and traffic control devices have been removed.
- Compile contractor as-builts and prepare as-built record plan set. Contractor is responsible for detailed as-built information. Pape-Dawson effort is limited to compiling contractor information.
- Issue a Certificate of Construction Completion within 30 days of final inspection approval.

**V. CONSTRUCTION MATERIALS & TESTING (CMT) (SUBCONTRACTED) (TASK 407) \$ 107,846**

Construction materials testing to be performed Raba Kistner, Inc. proposes to provide Construction Materials Observation and Testing Services for the storm drain, water, wastewater, and street construction associated with the project.

- Testing schedule and procedure is generally based on TxDOT requirements, or as directed by the City.
- The attached breakdown includes as estimated quantity of each test that is expected. Exact frequency may vary based on phasing or field conditions.
- Raba-Kistner's project administration and technical review effort are included in this task.
- Vehicle travel charges are included in Raba-Kistner's CMT scope.
- Services requested and authorized in excess of the attached breakdown may be billed on a time and materials basis or require a revised negotiated lump sum.

**VI. CMT ADMINISTRATION AND COORDINATION (TASK 408) \$ 10,310**

Pape-Dawson will coordinate construction materials testing with the contractor, testing lab, and the City, including review of materials testing and site testing reports for compliance with project specifications. The contractor is responsible for scheduling materials testing, and the testing lab is responsible for submitting testing to the contractor, Pape-Dawson, and the City. Pape-Dawson will work with contractor, testing lab, and City to resolve issues related to materials or construction tests that do not comply with project specifications.

**THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:**

- ◆ *City of Seguin will perform inspections.*
- ◆ *Pape-Dawson will perform site observations, but will not perform inspections.*
- ◆ *Design and/or value engineering is not included.*
- ◆ *Permitting effort is not included.*
- ◆ *ROW/easement acquisition is not included.*
- ◆ *Additional construction administration, engineering, testing, survey, and other services not included in this proposal may require an additional services request.*
- ◆ *This proposal does not change the fee of the originally contracted GLO-funded contract.*

### **SUMMARY OF SCOPE AND FEES**

The table below shows the task name (1<sup>st</sup> column), task number (2<sup>nd</sup> column), total proposed fee (3<sup>rd</sup> column), the portion of the fee included in the GLO funded contract (4<sup>th</sup> column), and the fee included with this supplemental contract (5<sup>th</sup> column, far right).

		Total Proposed Fee	Included with GLO-Funded Contract	Billed with this Supplemental City Contract
<b><u>CONSTRUCTION PHASE SERVICES</u></b>				
I. Grant Administration Support	Task 401	\$12,000	\$12,000	\$0
II. Construction Administration Services	Task 402	\$112,520	\$35,000	\$77,520
III. Site Visits, Field Reports, & Job Records	Task 411	\$226,065	\$52,500	\$173,565
IV. Project Closeout	Task 404	<u>\$20,165</u>	<u>\$12,000</u>	<u>\$8,165</u>
<b>Subtotal for Construction Phase Services:</b>		<b>\$370,750</b>	<b>\$111,500</b>	<b>\$259,250</b>
<b><u>CONSTRUCTION MATERIALS &amp; TESTING</u></b>				
V. Construction Materials & Testing (CMT) (Subcontracted)	Task 407	\$107,846	\$35,000	\$72,846
VI. CMT Administration & Coordination	Task 408	<u>\$10,310</u>	<u>\$3,500</u>	<u>\$6,810</u>
<b>Subtotal for Construction Materials &amp; Testing:</b>		<b>\$118,156</b>	<b>\$38,500</b>	<b>\$79,656</b>
<b>Total:</b>		<b>\$488,906</b>	<b>\$150,000</b>	<b>\$338,906</b>

### **BASIS OF COMPENSATION**

Pape-Dawson's compensation is a lump sum in the amount of **\$338,906.00** for the services identified above. This budget figure does not include Direct Expenses (defined below). Sales tax on services is not included. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services, unless specifically stated in this proposal. Direct Expenses include a 10% markup on cost.

**AGREEMENT**

The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this Proposal. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed Proposal to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

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

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

Sincerely,  
Pape-Dawson Consulting Engineers, LLC



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

**CITY OF SEGUIN**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SEGUIN**

**ACCOUNTS PAYABLE CONTACT INFO**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachments**

- Pape-Dawson Terms & Conditions
- Detailed Labor Breakdown
- City of Seguin Resolution No. R2023-118

**PAPE-DAWSON CONSULTING ENGINEERS, LLC**  
**RE: SUPPLEMENTAL ROADWAY & UTILITY IMPROVEMENTS – NORTH GUADALUPE DRAINAGE SYSTEM (the “Project”)**  
**TERMS AND CONDITIONS**

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, located at 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to CITY OF SEGUIN, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

**ARTICLE 1: SERVICES**

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

**ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS**

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

**ARTICLE 3: CHANGES**

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Engineer's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Engineer may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Engineer may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

**ARTICLE 4: THE TERM**

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal, Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

**ARTICLE 5: DUTIES**

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility

between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**5.5 Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

**5.6 Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

**5.7 Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

**5.8 Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer, including but not limited to suspension of Engineer's work as set out in Article 3.5 herein. Should Engineer call for contract renegotiation due to such changed conditions, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

**5.9 Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

**5.10 Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for,

the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

**5.11 Subconsultants.** Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

## **ARTICLE 6: COMPENSATION OF SERVICES**

**6.1 Compensation of Services.** Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

**Compensation.** Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

**Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

**6.2 Sales and Use Tax.** Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

**6.3 Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

**6.4 Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

## **ARTICLE 7: TERMINATION OF SERVICES**

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

## **ARTICLE 8: RELATIONSHIP OF PARTIES**

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

## **ARTICLE 9. LIMITATION OF LIABILITY**

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor

work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

## **ARTICLE 10: MISCELLANEOUS**

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the



Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, TX 78753.

**North Guadalupe Drainage System - Construction Administration**  
**Summary of Labor and Rates**  
**May 30, 2025**

Highlighted tasks are subcontracted. Those detailed breakdowns are in separate tables.

Pape-Dawson (PD)

Raba Kistner (RKCI)

PD Project #

12557-02

Project Manager

Jake Powell

**Overall Labor Breakdown**

Task		Task #					Total Labor Cost	To be billed as part of GLO Contract	To be billed as Supplemental City Contract
<b>Construction Phase Services</b>									
I.	Grant Administration Support	401					\$ 12,000	\$ 12,000	\$ -
II.	Construction Administration Services	402					\$ 112,520	\$ 35,000	\$ 77,520
III.	Site Visits, Field Reports, & Job Records	411					\$ 226,065	\$ 52,500	\$ 173,565
IV.	Project Closeout	404					\$ 20,165	\$ 12,000	\$ 8,165
						<b>Subtotal</b>	<b>\$ 370,750</b>	<b>\$ 111,500</b>	<b>\$ 259,250</b>
<b>Construction Materials &amp; Testing</b>									
V.	Construction Materials, & Testing (RKCI)	407					\$ 107,846	\$ 35,000	\$ 72,846
VI.	CMT Administration & Coordination (PD)	408					\$ 10,310	\$ 3,500	\$ 6,810
				<b>Subtotal</b>			<b>\$ 118,156</b>	<b>\$ 38,500</b>	<b>\$ 79,656</b>
	<b>Total Fee</b>		<b>A:</b>	<b>Total Fee</b>			<b>\$ 488,906</b>	<b>\$ 150,000</b>	<b>\$ 338,906</b>

<b>B:</b>	Original Construction Phase & CMT Scope	\$ 150,000
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<b>C:</b>	Supplemental Scope (A - B = C)	\$ 338,906
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North Guadalupe Drainage System - Construction Administration  
Summary of Labor and Rates  
May 30, 2025

PD Project # 12557-02  
Project Manager Jake Powell

Pape-Dawson Construction Administration

		Associate Vice President	Senior Engineer	EIT	Construction Manager	Sr. Construction Inspector	Construction Inspector	Admin/ Clerical	Total Hours	Total Labor Cost
	Task	\$ 325	\$ 200	\$ 150	\$ 205	\$ 150	\$ 150	\$ 100		
Remaining Grant Administration Support										
	Attend monthly meetings with GLO/grant admin/City	10	10						20	\$ 5,250
	Coordinate with grant administrator, GLO, and City, and update GLO documents as needed (performance statements, tables, exhibits, etc.	2	16	8				4	40	\$ 6,750
							Subtotal Grant Administration Support		60	\$ 12,000
Construction Administration Services										
	Bi-Weekly Construction Meetings, including prep (1/2 virtual, 1/2 in person)	20	80		20			20	140	\$ 28,600
	Review and monitor the work schedule, traffic changes, public information topics, plan changes, differing site conditions, and construction issues.	8	40		16	8	8		80	\$ 16,280
	Review contractor submittals and shop drawings for compliance with project construction documents. This assumes one review, comments, and review of the second submittal for each specification division.	8	24	40	6			6	84	\$ 15,230
	Respond to requests for information (RFI), clarification of plans, and construction change order (CCO) requests.	12	40	40	8			6	106	\$ 20,140
	Coordinate with city, contractor, utility purveyors, residents, etc. related to project progress and disputes.	20	24	8	16	16	16		100	\$ 20,580
	Review monthly contractor pay applications and make recommendations for payment.	8	27		18				53	\$ 11,690
							Subtotal Project Management		563	\$ 112,520
Site Visits, Field Observations, and Job Records										
	Perform weekly site visits/walks to observe construction progress. Assumes 8 hours per week for site visit for 75 weeks.				600				600	\$ 123,000
	Additional site visits for construction of splitter box (2). Assumes 4 hours per additional visit.					4	4		8	\$ 1,200
	Additional site visits for Walnut Branch Creek outfalls (2 outfalls, 4 site visits)					8	8		16	\$ 2,400
	Additional site visits for storm drain boring (2 bores, 4 visits)					8	8		16	\$ 2,400
	Additional site visits for work along UPRR (2 site visits)					4	4		8	\$ 1,200

North Guadalupe Drainage System - Construction Administration  
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Pape-Dawson Construction Administration

		Associate Vice President	Senior Engineer	EIT	Construction Manager	Sr. Construction Inspector	Construction Inspector	Admin/ Clerical	Total Hours	Total Labor Cost
	Task	\$ 325	\$ 200	\$ 150	\$ 205	\$ 150	\$ 150	\$ 100		
	Additional site visits for gas/elec/telecomm coordination (6 visits)					8	8		16	\$ 2,400
	Additional site visits for water/sewer adjustments and connections (8 visits)					16	16		32	\$ 4,800
	Attend maximum eight (10) additional site visits	8			16	8	8		40	\$ 8,280
	Prepare construction observation reports, coordinate findings with team and City. Maintain job records.		80		237	42	42	32	433	\$ 80,385
						Subtotal Site Visits, Field Observations, and Job Records			1169	\$ 226,065
Project Closeout										
	Substantial completion punch list		8		8		8	1	25	\$ 4,540
	Punch list check walk through		8		8		8		24	\$ 4,440
	Final walk through (City Final Inspection)	4	4		4				12	\$ 2,920
	Verify Cleanup and Removal of Traffic Control Devices				5				5	\$ 1,025
	Compile contractor as-builts and prepare as-built record plans set. (Contractor responsible for detailed as-built information, PD limited to compiling contractor information).	1	4	16		4			41	\$ 6,205
	Issue a Certificate of Construction Completion within 30 days of final inspection approval.	1	1		2			1	5	\$ 1,035
							Subtotal Project Closeout		112	\$ 20,165
Construction, Materials, & Testing Administration										
	Coordinate construction and materials testing with contractor, testing lab, and City. Contractor is responsible for scheduling. Review site materials and testing reports for compliance with project specifications.	2	36		12				50	\$ 10,310
							Subtotal Project Management		50	\$ 10,310
	Total	104	402	112	976	126	138	70	1954	\$ 381,060

North Guadalupe Drainage System - Construction Administration  
Summary of Labor and Rates  
May 30, 2025

PD Project # 12557-02  
Project Manager Jake Powell

Raba Kistner - Construction Materials & Testing

									Total Hours	Total Labor Cost
	Task	Rate ->								
Soils					Unit Cost	Unit	Est. Qty			
	Laboratory Testing									
	Moisture Density Relationship (TxDOT or ASTM)				\$ 410.00	EA	10			\$ 4,100
	Lime Series Curve (Tex-121-E, Part II)				\$ 466.00	EA	2			\$ 932
	Atterberg Limits				\$ 138.00	EA	10			\$ 1,380
	Sieve Analysis				\$ 138.00	EA	10			\$ 1,380
	Field Testing/Observation									\$ -
	In-Place Nuclear Densities (Per Test)				\$ 39.00	EA	330			\$ 12,870
	Materials Technician				\$ 76.00	HR	406			\$ 30,856
	Materials Technician (overtime)				\$ 110.00	HR	-			\$ -
	Vehicle Travel Charge				\$ 56.00	TRIP	116			\$ 6,496
									Subtotal Soils	\$ 58,014
Concrete					Unit Cost	Unit	Est. Qty			
	Laboratory Testing									\$ -
	Concrete Compressive Strength Cylinders				\$ 34.00	EA	85			\$ 2,890
	Field Testing/Observation									\$ -
	Materials Technician				\$ 76.00	HR	102			\$ 7,752
	Materials Technician (overtime)				\$ 110.00	HR	17			\$ 1,870
	Vehicle Travel Charge				\$ 56.00	TRIP	34			\$ 1,904
									Subtotal Concrete	\$ 14,416
Asphalt					Unit Cost	Unit	Est. Qty			
	Laboratory Testing									
	Bag Sample				\$ 700.00	EA	7			\$ 4,900
	Density of Asphalt Cores				\$ 93.00	EA	14			\$ 1,302
	Field Testing/Observation									\$ -
	In-Place Nuclear Densities (Per Test)				\$ 39.00	EA	-			\$ -
	Generator for Coring				\$ 155.00	DAY	7			\$ 1,085
	Coring Rig				\$ 150.00	DAY	7			\$ 1,050

[illegible]

CITY OF SEGUIN

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SEGUIN, TEXAS,  
AUTHORIZING THE MODIFICATION OF PROFESSIONAL ENGINEERING  
SERVICES CONTRACT WITH PAPE-DAWSON ENGINEERS FOR THE GLO  
CDBG-MIT GRANT PROGRAM AND GIVING THE AUTHORITY TO THE CITY  
MANAGER TO EXECUTE CONTRACTS WITH PROVIDERS**

**WHEREAS**, the GLO CDBG-MIT contract requires implementation by professionals experienced in the Engineering of State or federally funded disaster recovery projects, and;

**WHEREAS**, in December 2021, the City of Seguin awarded contracts for engineering services to conduct the work associated with the above listed areas.

**WHEREAS**, Pape-Dawson Engineers was granted award of the North Guadalupe Drainage Project through a Professional Engineering Service Agreement with a not to exceed contract of \$1,115,800.00 and;

**WHEREAS**, additional work has been required to coordinate with development project(s) and additional modeling efforts necessitate a change in the not to exceed contract with Pape-Dawson Engineers for an additional \$645,093.00;

**WHEREAS**, the additional work proposed is due to needed utility and roadway improvements based on a slightly modified alignment to provide better benefit to the community.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AS FOLLOWS:**

**SECTION 1:** The City Council of Seguin, Texas hereby approves a Professional Services Agreement Amendment in the amount of \$645,093.00 with Pape-Dawson Engineers for engineering services for North Guadalupe Drainage Project of the GLO CDBG-MIT Grant.

**SECTION 2:** This resolution is effective on the date of its passing.

PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF JULY 2023.



Donna Dodgen, Mayor

ATTEST:



Naomi Manski, City Secretary

