

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This Agreement is entered into by the City of Seguin, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Meadow Lake Dam Preliminary Engineering Study.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in *Attachment SC – Scope of Services and Responsibilities of Client* which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for lump sum fee of one hundred twenty thousand dollars and no cents (125,000.00) in accordance with Attachment CO.

Task	Budget
Project Management	\$27,200
Condition Assessment	\$23,800
Alternative Assessment	\$35,100
Preliminary Engineering Report	\$38,900

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to an equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as *Attachment TC – Terms and Conditions of Agreement* shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

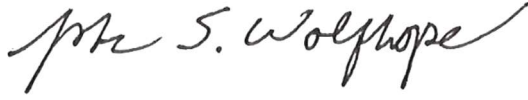
This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

City of Seguin

By:

By: _____



John Wolfhope, P.E., Principal

Print Name and Title

Steve Parker, City Manager

Print Name and Title

Date: 09/10/2021 _____

Date: _____

ATTEST: _____

ATTEST: _____