

**AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of February 7, 2023, between the City of Seguin, Texas (“OWNER”) a Texas municipal corporation, and HDR ENGINEERING, INC., (“CONSULTANT”) for services in connection with the project known as the Springs Hill Water Supply Corporation CCN Transfer (“Project”).

WHEREAS, OWNER desires to engage CONSULTANT to provide professional consulting and related services (“Services”) in connection with the Project; and

WHEREAS, CONSULTANT desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

CONSULTANT will provide Services for the Project, which consist of the Scope of Services included with the Proposal as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein, subject to the terms and conditions set forth in Exhibit C, which shall superseded those in Exhibit B to the extent of a conflict.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for CONSULTANT’S services under this Agreement shall be as shown in the Proposal in Exhibit A.

OWNER is a tax-exempt entity. Except as mandated by applicable law, CONSULTANT shall not include any sales taxes as part of the compensation for the direct services of CONSULTANT and its subcontractors. CONSULTANT shall, further, seek exemptions from any applicable taxes to the extent such exemptions are allowed to be requested and granted on behalf of OWNER. Only if such exemptions are determined to not lawfully be claimed by CONSULTANT on behalf of OWNER, may any sales tax, excise tax, value added tax (VAT), or gross receipts tax on goods or services associated with this Agreement be added to the CONSULTANT’S compensation as Reimbursable Expenses.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, CONSULTANT shall perform the services within 24 months from the date of this Agreement.

Unless otherwise stated in this Agreement, the rates of compensation for CONSULTANT’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of CONSULTANT’S services are exceeded through no fault of the CONSULTANT, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of CONSULTANT’S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

The City of Seguin Terms and Conditions attached hereto as Exhibit C are incorporated herein by reference. In the event of any conflict between the terms and conditions in Exhibit C and the provisions of any exhibit or attachment to this Agreement, those in Exhibit C will govern and control. Specifically, paragraph 10 of the terms and conditions in Exhibit B is hereby agreed by both parties to be inapplicable and of no force and effect.

EXECUTED to be effective as of the date first written above.

“OWNER”

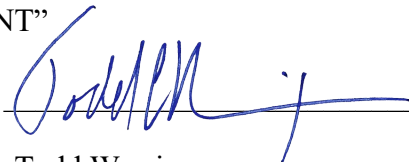
BY: _____

NAME: Steve Parker

TITLE: City Manager

ADDRESS: 205 N River Street, Seguin, TX, 78155

“CONSULTANT”

BY:  _____

NAME: Todd Warrix

TITLE: Vice President

ADDRESS: 613 NW Loop 410 Suite 700, San Antonio, TX 78216

EXHIBIT A

PROPOSAL/SCOPE OF SERVICES



Exhibit "A"

January 26, 2023

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

RE: Right of Way Acquisition Services for Spring Hill Water Supply Corporation CCN Transfer and Associated Capital Improvement Plans

Dear Mr. Howe:

On behalf of the HDR Team, we thank you for the opportunity to submit this proposal in response to the City of Seguin's request for Real Property Acquisition and Relocation Assistance Services. HDR has the experience, expertise, and resources to provide the full range of services in support of the City's Projects. Our company is second to none, with Real Estate Specialists who handle multiple demanding residential and commercial transactions with efficiency. Our goal is to work closely with the City to achieve project success through communication, dedication, and organized processes. Every HDR specialist is a full-time, permanent employee with a demonstrated track record of success.

HDR has local offices in Austin and San Antonio TX. HDR's real estate consulting and property acquisition and relocation services for government and public agencies, utility companies and railroads include negotiations, acquisitions, relocations, appraisals, appraisal reviews, title search, condemnation services, settlement recommendations, closing and title services, oversight and coordination of these various disciplines, as well as survey, environmental support, community outreach and public meetings. We offer expertise in the following service areas:

- Survey Coordination
- Right of Entry Services
- Title research
- Appraisal Coordination and Review
- Negotiations
- Administrative Settlement Services
- Closing Services
- Condemnation Support Services
- Public Outreach Services

In providing Real Estate Services, HDR performs all tasks in accordance with all applicable codes, regulations, standards and procedures, professional practices, and recognized methods including the Federal Highway Administration (FHWA), Uniform Relocation and Real Property Acquisition Act of 1970 as amended, the Uniform Standards of Professional Appraisal Practice (USPAP), as well as other applicable state and federal regulations per funding requirements. **HDR has 208 nationwide Real**

Estate Services staff in 28 states. HDR's Real Estate Services Team in Texas includes 40 qualified and experienced team members (see attached Qualification Matrix), many of whom have held prior positions with municipalities and governmental agencies. Our team has extensive experience representing agencies as their point of contact with property owners. We have full-time professional staff ready to provide a full suite of property acquisition and relocation services to achieve project milestones. Our focus is:

- Respect for the individuals we will be working with
- Quality
- Efficiency

We will act as your advocate while also being sensitive to the concerns of property owners and occupants.

HDR professionals have experience adapting to difficult situations and have first-hand experience dealing with diverse project issues involving property owners and regulatory agencies. We can recognize potential problems before they occur and take corrective measures to avert the problem from materializing.

HDR's Real Estate Team has experience with a wide range of projects, gaining the expertise necessary to provide a broad range of services, particularly for projects with significant community involvement and accelerated schedules. Our capabilities and experience include numerous forms of acquisition and relocation with landowners, homeowners, tenants, businesses, and personal property. We also bring history of working locally with public entities and stakeholders.

PROJECT SUMMARY

The Project will consist of previously provided scope of work for Right of Way Acquisition Services. The general scope of work includes, but is not limited to the following activities:

Part A: Right of Way (ROW) Administration Services

Part B: Right of Entry (ROE)

Part C: Title Services and Closing Services

Part D: Initial Appraisal Services

Part E: Negotiation Services

Part F: Relocation Assistance Services

Part G - Eminent Domain Package Submittal

SCOPE OF WORK

Part A- Right of Way (ROW) Administration Services (Assumes 24 months)

1. Communication

- a. Attend one monthly status meeting with appropriate CITY OF SEGUIN Staff. Date, time, and location are determined by CITY OF SEGUIN Staff.
 - b. Maintain status reports of all parcel and project activities and provide weekly status reports to CITY OF SEGUIN Staff. The reporting format will be determined by the CITY OF SEGUIN Staff.
 - c. Provide schedule of all areas of work indicating anticipated start and end dates. The reporting format will be determined by CITY OF SEGUIN Staff.
 - d. Prepare initial property owner contact list for use by CITY OF SEGUIN Staff in distribution of Contractor introduction letters or as determined necessary by the CITY OF SEGUIN Staff.
2. Project Planning and Coordination
- The Contractor may be requested to provide the following services:
- a. Attend City Council meetings; Total 20 meetings
 - b. Coordination with CITY OF SEGUIN staff and/or Contractors, CITY OF SEGUIN's General Counsel.
3. Prepare invoices utilizing CITY OF SEGUIN standard payment submissions forms with supporting documentation.
4. Coordination of Appraisal Services
5. Quality Assurance and Quality Control (QA/QC) program for deliverables.

Part B - Right of Entry (ROE) (Assumes 108 Parcels)

Contractor shall:

1. Prepare ROEs.
2. Request ROE in writing from fee title property owner for survey, environmental site assessments (ESA), and cultural resource survey and geotechnical investigations, as applicable.
3. Track ROEs received for survey, environmental site assessments (ESA), and cultural resource survey and geotechnical investigations, as applicable.
4. Coordinate access to the property with the contractors and property owners in compliance with the ROE requirements.

Part C - Title and Closing Services (combined) (Assumes Title and Closings for 108 Parcels)

1. Secure preliminary title commitment from a CITY OF SEGUIN Staff approved Title Company. Title Company will also provide title insurance for parcels closing by deed and Commissioner Award.
 - a. The charges from the Title Company for the preliminary title commitments will be paid by the CITY OF SEGUIN and should not be included in the Contractor's negotiated fee schedule.
2. Secure title insurance for all parcels acquired, insuring acceptable title to the CITY OF SEGUIN. Written approval by the CITY OF SEGUIN required for any exception. The charges from the Title Company for the title insurance will be paid by the CITY OF SEGUIN and should not be included in the

Contractor's negotiated fee schedule.

3. Analyze preliminary title report to determine potential title problems, propose and inform CITY OF SEGUIN Staff of methods to cure title deficiencies.
4. The curative services necessary to provide clear title to the CITY OF SEGUIN is the responsibility of the Contractor and is to be included in the negotiated fee schedule for this service. Note: The Contractor's curative services do not include CITY OF SEGUIN/expenses that qualify as payment of incidental expenses to transfer real property to the CITY OF SEGUIN.
5. The Contractor has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance or Purchase Contract necessary when requesting the Parcel Payment from CITY OF SEGUIN Staff. The charges from the Title Company for the update of the title commitment will be paid by the CITY OF SEGUIN and should not be included in the Contractor's negotiated fee schedule.
6. The Contractor provides closing services in conjunction with the Title Company and will be required to attend closings if closings are held face to face with the Property owner.
7. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass-through fees supported by the county courthouse receipts.
8. Contractor shall cause the recordation all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to the CITY OF SEGUIN for acceptance by the CITY OF SEGUIN prior to recording. Recording fees and filing fees are paid by the CITY OF SEGUIN and should not be included in the Contractor's negotiated fee schedule.

Part D - Initial Appraisal Services (Assumes Total 108 Parcels 20 Commercial, 88 Residential Appraisals)

1. Appraisals shall be based on nationally recognized appraisal standards and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Texas. If there is a conflict between performance standards, the Contractor shall immediately consult with CITY OF SEGUIN and shall recommend a resolution of the conflict.
2. At a minimum, all appraisals shall be performed, and all appraisal reports will be prepared in accordance with the requirements (as amended from time to time) set forth in the following sources:
 - a. Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of The Appraisal Foundation. The Contractor should recognize that compliance with both USPAP and the requirements for appraisals performed for Federal and federally assisted real property acquisitions may require use of the Supplemental Standards Rule and the Jurisdictional Exception Rule of USPAP, where applicable.
 - b. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24.
 - c. Texas State Property Code.
 - d. These reports must conform to CITY OF SEGUIN policies and procedures along with the

Uniform Standards of Professional Appraisal Practice (USPAP), as they are amended from time to time.

3. Contractor shall obtain Guadalupe CAD information for parcels to be acquired and forward to CITY OF SEGUIN for a 10-year appraisal search at the time the appraisals are ordered.
4. Appraisers shall provide advance notice of the date and time of their appraisal inspections of the subject property to the Contractor's Acquisition Project Manager to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Agent.
5. Appraisers shall contact property owners or their designated representative in writing with a letter to offer an opportunity to accompany the appraiser on the appraiser's inspection of subject property. Letter must be a part of the Appraisal. Maintain record of contact in file.
6. For an initial appraisal assignment, the Appraiser must prepare an appraisal report for each parcel to be acquired utilizing applicable CITY OF SEGUIN forms.
7. All completed appraisals must be administratively reviewed and approved by CITY OF SEGUIN.

Part E - Negotiation Services (Assumes 108 Parcel Negotiations)

1. During the appraisal inspection, a relocation agent will accompany each appraiser. The purpose is to identify all property owner / tenant-owned personal property which will be relocated during the relocation process.
2. Analyze appraisal reports and confirm the CITY OF SEGUIN's approved value prior to making offer for each parcel.
3. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
4. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by the CITY OF SEGUIN on applicable CITY OF SEGUIN forms.
5. The written offer, and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
6. Respond to property owner inquiries verbally and in writing within two (2) business days.
7. Prepare a separate negotiator contact report for each parcel, per contact, on CITY OF SEGUIN approved form.
8. All original documents generated or received by the Contractor must be delivered to the CITY OF SEGUIN Staff within three (3) working days from the date they are generated or received by the Contractor. Copies or working file documents may be kept by the Contractor. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
9. Advise property owner of the Administrative Settlement process. Transmit to CITY OF SEGUIN Staff any written counteroffer from property owners including supporting documentation, and Contractor recommendation with regard to Administrative Settlements.

10. Prepare and mail the documents of conveyance by CMRRR.
11. Prepare Final Offer Package to include memorandum of agreement, instruments of conveyance, and any other documents required or requested by the CITY OF SEGUIN or State property code requirements on applicable CITY OF SEGUIN forms (Assumes 30 Final Offer Packages).

Part F - Relocation Assistance (Assumes 10 Personal Property Relocations)

The Contractor will perform Personal Property Relocation Assistance for eligible Displacees. The contractor will provide experienced and knowledgeable staff to successfully administer the personal property relocation requirements. Typical assignments include preparing relocation impact reports, move costs, providing relocation advisory services, and assisting the displacee with required documentation for the relocation of personal property displaced as a result of CITY OF SEGUIN's acquisition of real property for public projects.

The Contractor will be tasked to perform Personal Property Relocation Services to include:

1. Inform Displacees available relocation assistance services and benefits and explain relocation process. Conduct personal, on-site interviews of prospective displacees to ascertain relocation needs and special requirements.
2. Contractor shall provide 90-day notice.
 - a. Deliver the 90-day notice and benefits package to the Displacees as approved by the CITY OF SEGUIN.
 - b. The 90-day notice may not be delivered prior to a personal interview with the Displacee during which time the Relocation Agent determines the type, needs and eligibilities of the Displacee, or before the issuance of the initial offer.
3. Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way.
4. Acquisition Provider shall provide 30-day notice to vacate once the CITY OF SEGUIN has possession of the property. The Displacee must be given a minimum of 90 days notice prior to being required to vacate.
5. Contractor shall immediately notify CITY OF SEGUIN if the Displacee does not vacate the premises after 30-day notice expires.
6. Provide an explanation to Displacees who are eligible for personal property relocation.
7. Create and maintain electronic and documented relocation files to include documentation of all applicable notices, claims, move scopes, move estimates and other correspondence relative to the relocation displacement.
8. Prepare personal property schedule move claims and provide the explanation of payment eligibility to Displacees.
9. Provide an explanation of the various Personal Property move options to Displacees.
10. Coordinate and monitor move with displaced homeowners, business owners, tenants, and with moving companies in compliance with the Uniform Act and CITY OF SEGUIN Right of Way procedures.

11. Maintain detailed relocation contact logs journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
12. Scheduling meeting with Displacees to obtain signatures on claims forms and other documents.
13. Assist or prepare all relocation payment claims submissions, obtaining all supporting documentation, securing the required signatures and the submittal for claim package for payment to appropriate approving authority. This includes payment of estimates and all relative relocation claims.
14. Deliver and maintain documentation of the delivery of relocation warrants in accordance with CITY OF SEGUIN guidelines.
15. Prepare and analyze the appraisal report relative to the valuation of realty vs personal property to ensure that personal property to be relocated is not valued in the appraisal report. Prepare the inventory associated with the move as well as the relative move specification and scope of services
16. Coordinate the walk-through for a minimum of two bids and move estimates with movers, if necessary. Provide on-going advisory assistance, including lists of qualified movers and vendors.
17. Monitor the actual move to replacement site, as necessary.
18. The agent will make recommendation or approval of monetary benefits associated with commercial moves of Personal Property for the CITY OF SEGUIN to approve,
19. Respond to all Displacee inquiries.

Part G – Final Offer Package Submittal (Assumes 30 Final Offer Packages prepared)

Upon completion of CITY OF SEGUIN's form, prepare an electronic packet containing the following documents: initial offer letter and delivery confirmation; final offer letter and delivery confirmation; updated title commitment; title back-up documents; contact logs; signed and sealed property description/plat, appraisal report; appraisal review (if completed); attorney representation letter (if applicable); appraisal acknowledgement receipt (if received); correspondence from the landowner or representatives, and any property records or documentation which are relevant to any unusual joiner or service issue. Submit packet to CITY OF SEGUIN.

ASSUMPTIONS

As a basis for the preparation of this proposal and the associated cost of services, the following assumptions were made:

- Title Insurance rates are regulated by the State. Attached is a copy of the Texas Department Insurance basic premium rates.
- Title Report and Escrow Fees are set rates by Title Company to perform services.
- 108 Parcels to obtain ROE, Appraisals, Negotiations, Title Curative, Closing with Title Company.
- 30 Final Offer Packages.
- 10 Personal Property Relocations

- 20 Commercial Appraisals
- 88 Residential Appraisals
- ROW Administrative Services assumes 24 months of project administration for acquisition of land rights.
- Attend one monthly status meeting with appropriate CITY OF SEGUIN Staff.
- Right of Entry Services rate includes in person meeting with property owner.
- Title and Closing Service rate includes one in person meeting with property owner for formal closing.
- City of Seguin will provide all real estate forms/templates, policies and procedures for acquisition and relocation.

EXCLUSIONS

The following items were specifically excluded from HDR's scope of work:

- Appraisal Review Services
- Survey Services
- Survey Review Services
- Eminent Domain Prep & Testimony Rates for Expert Witnesses
- Charges from the Title Company for the title insurance
- Property Management Services
- Condemnation Support Services
- Property Disposal Services

HDR values our partnership with CITY OF SEGUIN. We know you have a choice in the contractor you select and many of our competitors can perform the same tasks we have outlined in this proposal. The differentiators that we can offer are about more than just price, but the value we bring to the table in caring about the projects, clients, and communities we serve.

Based on the known project details, the approximate per parcel fees for the Spring Hill Water Supply Corporation CCN Transfer and Associated Capital Improvement Plans Project are shown in the table below. The assumptions used to develop these costs and an overview of the deliverables that HDR will provide are included below.

COMPENSATION FOR SERVICES

The cost to provide the engineering services will be invoiced as hourly services and is priced below as follows:

**Spring Hill
 City of Seguin
 HDR Engineering, Inc.
 Right of Way Fee Estimate
 January 26, 2023**

Services	Rate			
ROW Administrative Services	\$ 4,000.00	Per Month	24 Months	\$ 96,000.00
Right of Entries	\$ 1,815.00	Per Parcel	108 Parcels	\$ 196,020.00
Negotiations	\$ 5,700.00	Per Parcel	108 Parcels	\$ 615,600.00
Title and Closing Services	\$ 3,100.00	Per Parcel	108 Parcels	\$ 334,800.00
Personal Property Relocation Services	\$ 1,500.00	Per Parcel	10 Parcels	\$ 15,000.00
Final Offer Package	\$ 1,000.00	Per Parcel	30 Parcels	\$ 30,000.00
Subconsultants:				
Appraisal- Commercial	\$ 3,000.00	Per Parcel	20 Parcels	\$ 60,000.00
Appraisal - Residential	\$ 2,500.00	Per Parcel	88 Parcels	\$ 220,000.00
			Total	\$1,567,420.00

HDR appreciates the opportunity to provide a proposal for right of way services for the Spring Hill Water Supply Corporation CCN Transfer and Associated Capital Improvement Plans Project. Please contact Teri Morgan at tmorgan@hdrinc.com or 512-431-2742 should we be able to provide additional information.

Sincerely,
 HDR Engineering, Inc.



Teri Morgan, SR/WA
 Right of Way Project Manager



Todd Warrix
 Area Water Business Group Manager

Enclosures
 Texas Staffing Matrix
 Terms and Conditions

**HDR ENGINEERING, INC.
TEXAS STAFFING MATRIX
Qualifications & Experience**

		Industry Tenure	Project Management	Negotiations	Relocation	Title / Closing	Condemnation Support	Quality Control / Quality Assurance	Document Control / Reporting	TX Real Estate Salesperson/Broker	IRWA Member	Notary Public	Property Disposal Experience
Angela Longoria		15		X	X	X	X	X	X	X	X	X	X
Amanda Gonzales													
Catherine Velasquez	R/WA, R/W-NAC	15		X	X	X		X	X	X	X	X	
Celeste Adorno		34	X	X		X	X	X	X	X	X	X	
Clara Castaneda	SR/WA, R/W-RAC, Spanish Speaking	13	X	X	X	X		X	X	X	X	X	X
Danna Hobbs	SR/WA, R/W-NAC	9		X		X	X	X	X	X	X	X	X
Darla Dunaway		10		X	X	X	X	X	X	X	X	X	X
Darlene Snow	SR/WA	19		X	X	X	X	X	X	X	X	X	X
Elaine Verver	SR/WA, R/W-NAC, R/W-RAC, R/W-URAC	23	X	X	X	X	X	X	X	X	X	X	X
Elizabeth Taylor		9		X	X	X	X	X	X	X	X	X	
Enrique Perez	R/W-RAC	10			X	X		X	X		X	X	X
Erin Newberry	CFM, SR/WA, R/W-NAC, R/W-RAC	14	X	X	X	X	X	X	X	X	X	X	X
Hilda Correa	Spanish Speaking	20	X	X	X	X		X	X	X	X	X	X
Jeff Mann		35				X		X	X		X		
Jordan Hinistroza		3			X		X	X	X		X	X	X
Joseph Khammash	SR/WA, R/W-RAC	8	X	X	X	X	X	X	X	X	X	X	X
Julissa Hernandez	Spanish Speaking	1			X			X	X			X	X
Kathy Strittmatter	SR/WA	30	X	X	X	X	X	X	X	X	X	X	X
Kim Hiebert	SR/WA, R/W-NAC, R/W-RAC	22	X	X	X	X	X	X	X	X	X	X	X
Lisa Cooper	SR/WA, R/W-RAC	13	X	X	X	X	X	X	X	X	X	X	X
Lizzette Villarreal		3					X	X	X		X	X	
Mary Hammel		7		X		X	X	X	X	X	X	X	
Matt Lance	SR/WA, R/W-RAC, R/W-URAC	27	X	X	X	X	X	X	X	X	X	X	X
Melissa DeLeon		11		X	X	X		X	X	X	X	X	X
Michelle Hawkins	SR/WA, R/W-NAC, R/W-RAC	20	X	X	X	X	X	X	X	X	X	X	
Olga Cooper		30				X	X	X	X	X	X	X	
Rhonda Young	SR/WA, R/W-RAC, R/W-NAC	14	X	X	X	X	X	X	X	X	X	X	X
Richard McGee	SR/WA, R/W-AC, LICENSED APPRAISER	17		X		X		X	X	X	X	X	
Roxan Sierra	R/W-RAC, Spanish Speaking	10	X	X	X	X	X	X	X	X	X	X	X
Spencer Cocheau		2				X	X	X	X		X	X	X
Suzy Romoser-Broadway	SR/WA, R/W-NAC, R/W-RAC	8	X	X	X	X	X	X	X	X	X	X	
Teri Morgan	SR/WA, R/W-NAC, R/W-RAC	29	X	X	X	X	X	X	X	X	X	X	X
Vespa Tyson		25				X		X	X			X	
Wade Lindsley		4						X	X		X	X	

EXHIBIT B

TERMS AND CONDITIONS

Exhibit B

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. INSURANCE/WAIVER OF CONSEQUENTIAL DAMAGES

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Owner. Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

2. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

In performing professional engineering, consulting, and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

3. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

4. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

5. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

6. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

7. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work products will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

8. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

EXHIBIT C

SEGUIN TERMS AND CONDITIONS

EXHIBIT C

City of Seguin, Texas Terms and Conditions

1. Standards of Performance

- (a) The performance of all services by the Consultant under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
- (b) In performing all services under this Agreement, the Consultant will use the degree of care and skill ordinarily exercised for similar projects by professional consulting firms in Texas who possess expertise in the types of services involved under this Agreement.
- (c) Any provisions in this Agreement pertaining to the Owner's review, approval and /or acceptance of written materials prepared by the Consultant and/or its subconsultants in connection with this Agreement will not diminish the Consultant's responsibility for the materials.
- (d) The Consultant will perform all its services in coordination with the Owner. The Consultant will advise the Owner of data and information the Consultant needs to perform its services, and the Consultant will meet with Owner representatives at mutually convenient times to assemble this data and information.
- (e) In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

2. Owner's Responsibilities

- (a) The Owner will designate an authorized representative to act on the Owner's behalf with respect to this Agreement. The Owner will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by the Owner.

3. Consultant's Records

- (a) All expense records of the Consultant will be kept on a recognized accounting basis acceptable to the Owner and will be available to the Owner at mutually convenient times.
- (b) The Owner, its auditors and any funding agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.
- (c) The Consultant will make available to the Owner at Consultant's offices during regular business hours and at such time as the Owner may require, accounting records, reports, data and information, as the Owner may request pertaining to the matters covered by this Agreement.

4. Ownership and Use of Documents

(a) All documents prepared by the Consultant in connection with this Agreement will become the property of the Owner whether any project related to this Agreement is executed or not.

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

5. Term; Termination of Agreement; Default; Damages

(a) The term of this Agreement begins upon its execution by the Owner, and will end upon the Consultant's completion, and the Owner's acceptance, of all services described in this Agreement.

(b) In the event of termination as provided in Exhibit B, the Consultant will be compensated for all services performed to the termination date which are deemed by the Owner to be in accordance with this Agreement. This amount will be paid by the Owner upon the Consultant's delivering to the Owner 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 the reproduction of these items will be borne by the Owner.

(e) In the event of a default or breach of this Agreement by the Consultant, the Owner reserves the right to choose among the remedies for the default or breach available to the Owner. As a condition precedent to termination for cause, the defaulting party shall be afforded a reasonable opportunity to cure. 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 Owner. Any failure by the Owner to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the Owner's ability to enforce the Agreement after that time.

6. Indemnity

(a) The Consultant will hold harmless, indemnify and defend the Owner 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, errors or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, court costs, reasonable legal fees, and all other expenses incurred by the Owner 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.

6. Waiver of Subrogation

Consultant, its agents, employees, and subcontractors, hereby waive any and all rights of subrogation against the City of Seguin arising out of any claim or incident for which insurance coverage or indemnification is required under the Contract Documents.

7. No Waiver of Immunity

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

8. Miscellaneous Provisions

(a) This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in the state court having jurisdiction in Guadalupe County, Texas, or if in federal court, the United States District Court for the Western District of Texas, Austin Division.

(b) 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 or failure to act.

(c) The Consultant agrees not to use funds received by it under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

(d) 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 consultants to provide professional services to the Owner 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.

(e) 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 because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default of the Consultant of the Agreement.

(f) 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.

(g) 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.

(h) All services provided pursuant to this Agreement are for the exclusive use and benefit of the Owner.

(i) 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 shall not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the Owner.

(j) In the event that the performance by either the Owner 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.

(k) The Owner 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 Owner and the Consultant may not assign, sublet or transfer any interest in this Agreement without the written consent of the other.

(l) This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument approved by and signed by both parties.

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

(n) In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, these Terms and Conditions will govern and control.

(o) Pursuant to Chapter 2270, Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

(p) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.