



# SEGUIN, TEXAS - INDUSTRIAL REAL ESTATE & MEGA SITE IDENTIFICATION AND FEASIBILITY STUDY

## STATEMENT OF QUALIFICATIONS



July 3, 2024

Alora Wachholz, Deputy Director  
Seguin Economic Development Corporation  
211 North River Street  
Seguin, TX 78155

Re: Industrial Real Estate & Mega Site Identification and Feasibility Study

Dear Ms. Wachholz,

Thank you for contacting me regarding this opportunity to identify/evaluate shovel-ready greenfield industrial sites. Pape-Dawson is currently doing similar work to assess opportunities throughout the SH 130 corridor. My team and I are eager to continue our efforts and help Seguin reach its full real estate development potential.

In partnering with Pape-Dawson, you can expect us to:

- **Expand on Our Head Start** – Pape-Dawson has provided a GIS dashboard to the Seguin EDC for use in identifying available sites along IH 10, US 90, and SH 130 (<https://maps.pape-dawson.com/seguinedc/>). With the GIS database in place and using additional tools available to us, we are positioned to immediately harness these resources to carry out the feasibility study.
- **Leverage Our Broad Expertise** – As you transition from feasibility to development, you will have at your fingertips the full resources of a firm providing some of the biggest public-sector projects in Texas. Our work includes everything from the 142-mile, \$540M Vista Ridge water pipeline to the \$4.5B makeover of IH 35 in Austin to the \$900M infrastructure improvements program in Sherman.

Our vast and varied experiences have prepared us to overcome the range of challenges you may encounter as you position yourself to chase big development opportunities. Our leadership in both public- and private-sector work creates a synergy that can be wielded for your benefit.

- **Provide Superior Client Service** – You can call us whenever you need us, even after hours. We have capacity to deploy immediately from our fully staffed New Braunfels office. We also have the luxury of tapping the vast resources of our corporate headquarters in San Antonio whenever the need arises.

As principal-in-charge, I have authority to execute contracts on Pape-Dawson's behalf. I will ensure our team has all the resources it needs to complete this endeavor. You can contact me at the address and phone number on this letterhead or [tblackmon@pape-dawson.com](mailto:tblackmon@pape-dawson.com). I look forward to further strengthening our partnership with Seguin Economic Development Corporation.

Sincerely,

Pape-Dawson Consulting Engineers, LLC



Todd Blackmon, P.E., LEED AP BD+C  
Managing Vice President, New Braunfels

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## FIRM PROFILE

Founded in San Antonio in 1965, Pape-Dawson is a leading provider of engineering and consulting services. Our network of engineers, surveyors, technicians, landscape architects, environmental specialists, biologists, planners, and construction management professionals diligently collaborates with clients and team members to develop solutions and meet project goals.

 **539 SEGUIN  
AREA STAFF**  
**1,400+ COMPANY WIDE**

***70 percent of our work is land development, the type of projects likely to result from this feasibility study.***

Pape-Dawson has provided civil engineering services for numerous noteworthy and award-winning projects. We have improved transportation, drainage, and water and wastewater infrastructure statewide. Because our origins are in Texas, we know how to accomplish projects here better than our peers.

**WE'RE ABOUT MORE THAN ENGINEERING. WE'RE ABOUT MAKING A DIFFERENCE. WE PRODUCE PROJECTS THAT IMPROVE QUALITY OF LIFE AND HELP GENERATE ECONOMIC OPPORTUNITY WITHIN OUR COMMUNITIES.**



### FIRM'S LEGAL NAME

Pape-Dawson Consulting Engineers, LLC

### ADDRESS

1672 Independence Drive, Suite 102  
New Braunfels, TX 78132

### TELEPHONE NUMBER

830-632-5633





## AREAS OF SERVICE

Pape-Dawson boasts a breadth of in-house expertise we can draw on for our site-by-site analysis.

### LAND DEVELOPMENT

Pape-Dawson specializes in the planning and design of industrial, commercial, residential, and educational developments. Land development involves balancing the client's vision, the natural setting, regulatory requirements, and engineering principles. We serve our clients at every step of the development process, from conducting feasibility and traffic studies to navigating the intricacies of subdivision platting.

### LAND PLANNING

Pape-Dawson partners with clients to ensure creative land plans make economic and social sense. We ask important questions early on—carefully considering factors such as site access, visibility, accessibility, amenities, and impact—to achieve end-user satisfaction. Our goal is to understand our clients' overall vision for development, identify alternatives, and create comprehensive designs that optimize land use.

### LANDSCAPE ARCHITECTURE

Incorporating research into design, our team excels in producing landscape architecture that creates harmony between natural and manmade elements. Our designs are focused on visual aesthetics and sustainability, as we work to create thoughtful spaces that serve today's needs while respecting our land's resources for tomorrow.

### GEOGRAPHIC INFORMATION SYSTEMS

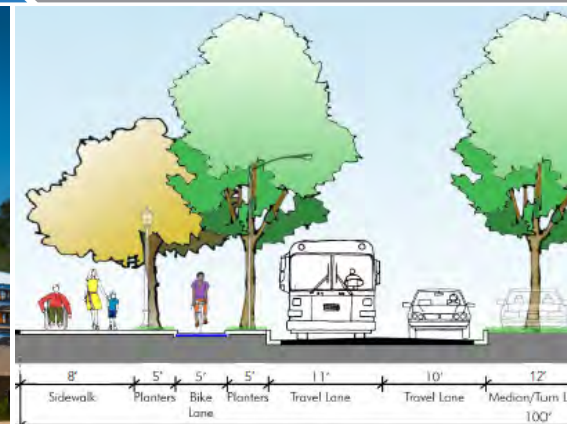
Pape-Dawson uses GIS to collect, manage, display, and analyze data in real-time as we identify the geographic relationships that impact a project. Our planners, designers, and project managers use GIS for site selection analysis, planning and zoning, flood analysis, traffic mapping, utility and infrastructure management, asset tracking, project tracking, 3D mapping, and 3D analysis to help ensure each project's success.

### HYDROLOGY & HYDRAULICS

We are leaders in large-scale flood risk studies and utilize hydrologic and hydraulic models as a baseline for proposed infrastructure improvements. Pape-Dawson addresses the needs of urban drainage, water supply, and river management by analyzing and creating plans for water cycle management, flood control, and sustainability. Our team has decades of experience performing hydrologic investigations, stable channel design, floodplain analysis, permitting, geomorphology, and more.

### WATER & WASTEWATER

For more than half a century, Pape-Dawson has provided water and wastewater solutions to state and local government agencies, utility companies, and private developments. From collection and treatment to supply and distribution, our experienced team is dedicated to tackling water resource challenges with thoughtful planning, innovative technologies, and efficient project management tools.



## ENVIRONMENTAL

Pape-Dawson's experience evaluating environmental resources, coupled with our familiarity with regulatory requirements, enables us to protect the environment while keeping projects moving forward. Minimizing client risk, our professional biologists, geologists, archaeologists, environmental scientists, and engineers guide clients through complex environmental regulations from initial constraints analysis to permitting.

## SURVEYING & GEOSPATIAL

Pape-Dawson's survey department conducts thousands of boundary, topographic, and improvement surveys every year. Our experience with a wide range of challenging projects equips us with a comprehensive understanding of regulations and best practices, as well as the versatility to select and apply the most appropriate surveying techniques to expertly address each client's needs. Our UAV and mobile mapping capabilities allow us to quickly and accurately map areas for site design, construction management, and asset inventory by land or air.

## TRANSPORTATION

Pape-Dawson uses a comprehensive approach to transportation development, from planning to construction. We develop safe and efficient transportation systems by maintaining acute familiarity with local, state, and federal requirements, and through our commitment to serve as a partner to project stakeholders. From roadways, intersections, and signals to ADA compliance, sidewalks, transit, and traffic studies, our breadth and scope of experience spans a broad range of specialties.

[www.pape-dawson.com](http://www.pape-dawson.com)

## STRUCTURAL ENGINEERING

To support our land development, water resources, and transportation projects, Pape-Dawson offers a range of structural engineering services, including concrete and steel design and detailing, structural inspection, and structure rehabilitation. Our structural engineers design concrete masonry unit and steel control buildings, concrete pads, foundations, lift stations, bridges, and various concrete tanks.

## PROJECT DELIVERY

Pape-Dawson has extensive experience delivering large, complex infrastructure programs. We plan ahead, assemble the right team, and develop customized processes to fit unique program requirements. Our cost-effective collaboration and project control tools maintain transparent team communication and expedite decision-making. From startup to delivery, we effectively maintain critical program elements such as cost and schedule.

## APPROACH

Pape-Dawson is uniquely positioned to support SEDC’s intent to identify and evaluate the potential for development of industrial real estate and mega sites within Seguin’s City Limits and Extra Territorial Jurisdiction (ETJ), with a specific focus along the IH 10, US 90, and SH 130 corridors. Our approach has three phases.

### PHASE 1: GIS DATABASE ANALYSIS

Pape-Dawson will provide a GIS analysis of potential sites ranging from 100 acres to more than 1,000 acres within the study area. In coordination with SEDC and agency representatives, priority sites will be identified for further analysis.

### PHASE 2: PRIORITY SITE EVALUATION

Once priority sites have been identified, an analysis of major site development considerations will be conducted for each of these priority sites. The investigation will include review of available data and coordination with pertinent city, state, county, and utility agency staff. In addition, a Phase 1 Environmental Site Assessment (ESA) will be completed by Pape-Dawson’s environmental staff. A summary of each priority site will then be provided and will outline critical issues, required public infrastructure, and order of magnitude opinions of probable cost for the required public infrastructure.

### PHASE 3: OVERALL SUMMARY AND ACTION PLAN

Once the evaluation of priority sites has been completed, Pape-Dawson will prepare an overall summary outlining the hierarchy of priority sites and action items for each site.

Pape-Dawson’s experience with and in Seguin will expedite this project phase. Our work has included:

Project	Tasks
Business 123/Austin Street	Replacing water/wastewater lines
8th Street Extension and Drainage Improvements	Survey, design, permitting, utility coordination, construction management
Cordova Road Widening	Design, utility relocation
North Guadalupe Street Drainage Improvements	Survey, environmental, bidding, construction management, administrative

We’ve helped SEDC plat a 33-acre industrial site north of Union Pacific Railroad (UPRR) between 8th Street and North Guadalupe Street. And we crafted a stormwater management plan for 16 acres at West Kingsbury Street and Lawson Street. Pape-Dawson’s due diligence staff has experience across the state including Seguin and the surrounding areas. Recent projects in Seguin have included properties ranging in size from 1 acre to 147 acres for potential commercial development.

Through work on both public and private projects in and around Seguin, we have existing relationships with pertinent city, state, county, and utility staff. This means we won’t have a learning curve slowing down progress on your feasibility study.

## PROPOSED PROJECT TEAM



**ECONOMIC  
DEVELOPMENT  
CORPORATION**

**Jocelyn Perez, P.E., LEED AP**  
Project Manager

**Todd Blackmon, P.E., LEED AP BD+C**  
Principal-in-Charge

**Heather Johnson**

Environmental Site Assessment Lead

**Bo Blackmon, Jr., GISP**

GIS Lead

**Lauren Cardona, GISP**

GIS Support



### **TODD BLACKMON, P.E., LEED AP BD+C | PRINCIPAL-IN-CHARGE**

Managing Vice President, New Braunfels

#### **BIO**

Mr. Blackmon has 28 years of experience in civil engineering. He oversees operations of the New Braunfels branch office providing design services for development within Guadalupe, Comal, Hayes, and Caldwell Counties. Mr. Blackmon coordinates civil engineering projects that encompass roadway design, floodplain modeling, H&H drain design, water/wastewater systems, site grading plans, feasibility analysis, and cost estimation. Mr. Blackmon is a graduate of Leadership New Braunfels. He currently serves on the New Braunfels Economic Development Foundation Board of Directors Executive Committee and is chairman of the New Braunfels Chamber of Commerce Transportation Committee.

#### **EDUCATION**

B.S. in Civil Engineering, Texas A&M University, 1996

#### **REGISTRATION(S)**

Professional Engineer, Texas No. 89208, 2002

Leadership in Energy and Environmental Design,  
Building Design + Construction, Texas No.  
10162385APBD+C, 2011



### **JOCELYN PEREZ, P.E., LEED AP | PROJECT MANAGER**

Vice President

#### **BIO**

Ms. Perez has more than 20 years of civil engineering experience in residential and commercial land development. She has developed the site design for large and small commercial subdivisions, master planned mixeduse developments, and single and multifamily residential developments and streets. Ms. Perez is a graduate of Leadership New Braunfels and is currently the engineering representative on New Braunfels Unified Development Code (UDC) Amendment Committee.

#### **EDUCATION**

B.S. in Civil Engineering, The University of Texas at Austin, 2002

#### **REGISTRATION(S)**

Professional Engineer, Texas No. 98367, 2006

Leadership in Energy and Environmental Design, 2009





## HEATHER JOHNSON | ENVIRONMENTAL SITE ASSESSMENT LEAD

Senior Environmental Manager

### BIO

Ms. Johnson has 24 years of experience as an environmental scientist/geologist. She is proficient in preparing cost proposals, affected soils and water management plans, and regulatory reports for various Texas Commission on Environmental Quality (TCEQ) programs. She excels in regulatory issues; waste profiling; and communicating with regulatory agencies, such as TCEQ, the Edwards Aquifer Authority, and the Texas Risk Reduction Program.

### EDUCATION

M.S. in Geology, The University of Texas at San Antonio, 2004

B.S. in Geology, Texas A&M University, 1997

### REGISTRATION(S)

OSHA HAZWOPER, No. 2017121701, 2017



## BO BLACKMON, JR., GISP | GIS LEAD

Director of GIS

### BIO

Mr. Blackmon has more than 30 years' experience in project management, surveying, mapping, asset management, utilities, GIS analysis, remote sensing analysis, raw LiDAR data processing, LiDAR data modeling, H&H modeling, National Pollutant Discharge Elimination System (NPDES) stormwater analysis, and 911 rural addressing. Mr. Blackmon's experience in both GIS and land surveying has led Mr. Blackmon to develop methods for streamlining data collection GIS and GPS, enabling complex analysis of spatially enabled information.

### EDUCATION

B.S. in Geographic Information Systems/Aerial Photogrammetry, Southwest Texas State University (now Texas State University), 1994

### REGISTRATION(S)

Geographic Information Systems Professional, Texas No. 54150, 2013



## LAUREN CARDONA, GISP | GIS SUPPORT

GIS Specialist

### BIO

Ms. Cardona has 7 years of experience in Enterprise GIS management and spatial database engine (SDE) geodatabase design and maintenance. She is proficient in the Esri suite of products (ArcGIS 10.8.1, ArcGIS Pro, ArcGIS Online, Portal for ArcGIS, ArcGIS Collector, ArcGIS Dashboards, Web AppBuilder for ArcGIS Developer Edition, Experience Builder, Survey123), SQL Server Management Studio, and Python. Ms. Cardona has created over 200 websites and dashboards for project management, tracking, analysis, data collection, and visualization. She creates and presents companywide training for GIS to aid all employees in understanding and utilizing GIS to full potential.

### EDUCATION

B.S. in Geographic Information Science Technology, Texas A&M University, 2017

### REGISTRATION(S)

Geographic Information Systems Professional, Texas No. 160996, 2021

## PROJECT EXPERIENCE PROFILES

FEASIBILITY

### SH 130 COMPREHENSIVE PLANNING

SEGUIN, TX

Pape-Dawson is evaluating sites along SH 130 in Guadalupe, Caldwell, Travis, and Williamson Counties. Scope has included preliminary engineering, utility evaluations, project management, and GIS.

Our team is also coordinating with wet utility providers (Guadalupe-Blanco River Authority, Crystal Clear Special Utility District [SUD], County Line SUD, etc.) and dry utility providers (Bluebonnet Electric Cooperative, Lower Colorado River Authority, etc.) to determine availability to support these development and potential partnership opportunities and accelerate growth to these areas.

CITY OF SEGUIN

### CITY OF SEGUIN – 8TH STREET EXTENSION AND DRAINAGE IMPROVEMENTS

SEGUIN, TX

Pape-Dawson designed the 700' extension of 8th Street from its existing dead end to serve an SEDC-owned tract. The extension features heavy-duty concrete pavement suitable for industrial traffic. The project followed applicable guidelines from the City of Seguin and the American Association of State Highway and Transportation Officials (AASHTO).

Our team coordinated with the City of Seguin Utilities Department to ensure the work didn't disrupt potable water service to the nearby Rio Nogales Power Plant.



### CITY OF SEGUIN – CORDOVA ROAD ENGINEERING SERVICES

SEGUIN, TX

This CDBG-MIT-funded endeavor will improve drainage along North Guadalupe Street, Collins Avenue, 8th Street, and FM 78 to relieve flooding in nearby residential areas. Pape-Dawson is providing engineering, surveying, environmental, bidding, construction management, administrative, and support services for project planning, design, and delivery.

Design will include over 1 mile of underground storm drain, associated utility adjustments, and pavement impacts. Holistic drainage analysis will ensure there are no unanticipated impacts downstream. Our team is coordinating with utility providers, TxDOT, and UPRR. We are also helping the City comply with GLO requirements and be reimbursed on schedule.

**GIS**

**RIVERBEND WATER RESOURCES DISTRICT  
– PROGRAM MANAGEMENT/OWNER’S  
REPRESENTATIVE SERVICES  
NEW BOSTON, TX**

As program manager for Riverbend Water Resources District, Pape-Dawson is overseeing development of a new regional water system. Facilities will include treatment, intake, and transmission lines from Wright Patman Lake to supply approximately 115 MGD of water. Project scope has included development of GIS dashboards to track progress in land acquisition, environmental, and utility disciplines.

**SEGUIN EDC – GIS MAP  
SEGUIN, TX**

Pape-Dawson crafted a GIS map identifying 60+ sites within Seguin’s extraterritorial jurisdiction (ETJ). Sites are separated by size (200-500, 500-1,000, and 1,000+ acres). The map also delineates utility infrastructure and the 100-year/500-year floodplain.

**INDUSTRIAL**

**SAT 4: AMAZON DISTRIBUTION CENTER  
SAN ANTONIO, TX**

Pape-Dawson coordinated with the developer, owner, and tenant on project development for a 1.2-million-SF Amazon distribution center on a 100-acre tract. The selected site for the SAT 4 project was vacant and undeveloped. Land use restrictions were in place due to proximity to Lackland AFB. Operation of the distribution center required complete reconstruction and realignment of 7,000’ of Pue Road, 14,600’ of 8”-18” off-site sanitary sewer, 5,600’ of off-site overhead electric, 2,100’ of pavement widening on US 90 for trucks, and a new signalized intersection with new turn lanes on LP 1604 at FM 143. Reconstruction of Pue Road also included the design of multi-phased traffic control plans to accommodate operations for a 24-hour concrete batch plant. Pape-Dawson developed a detailed project schedule that provided for environmental studies, design, and regulatory approvals needed to support a fast-tracked project. As a result, the project started construction within 3 months, closed on land within 4 months, and obtained a certificate of occupancy within 11 months of starting the project.



## **SAT 6: AMAZON XLFC WAREHOUSE**

### **SAN MARCOS, TX**

Pape-Dawson provided civil engineering services for the surveying, platting, permitting, and construction of this 1.5-million- SF distribution warehouse on a 70-acre site. On-site improvements included three separate detention ponds, employee parking, and a secured truck court wrapping three sides of the building. We also designed subsurface infrastructure for drainage, potable water, sewer, pressurized fire protection, and electric utilities. We coordinated with Hays County for design review, approval, and inspection of the public sidewalk, grading, and drainage along Yarrington Road (owned and maintained by the County). During platting, we dedicated an additional 17' of right of way (ROW) to support future widening of Yarrington Road. Pape-Dawson communicated daily with design team members, City of San Marcos, and Hays County to meet an aggressive schedule. We began civil design in late November 2020, obtained permit approval in January 2021, and obtained the building's temporary certificate of occupancy in September 2021.

## **VALERO HANGAR**

### **SAN ANTONIO, TX**

Pape-Dawson assisted the client with due diligence in preparing a purchase contract or bid for the San Antonio International Airport Valero Hangar. Our team reviewed existing site plans to evaluate potential for building expansion. We determined the platting restraints on an adjoining undeveloped lot. We enlisted a structural engineer to assess the building's condition. And we did research to determine the original costs of the facility plus cost of replacement.

## **H-E-B INDUSTRIAL**

### **SAN MARCOS, TX**

The 1-million-SF warehouse on Hunter Road serves H-E-B retail stores in Central Texas. Recent improvements include 150,000 SF of warehouse expansion. Pape-Dawson prepared detailed grading, drainage, and utility plans. We also performed flood studies and an H&H analysis to delineate a floodplain crossing the 120-acre site.



## **NIAGARA BOTTLING** MULTIPLE LOCATIONS, TX

Pape-Dawson partnered with the City of Seguin and Niagara executives to evaluate three separate potential development sites. Our assessments included significant focus on long-term water availability and sewer capacity. We also identified regulatory entitlements that would allow construction to begin immediately and continue on an expedited schedule.

After selecting the Seguin site, Pape-Dawson worked with Niagara’s design-build contractor and provided civil engineering and surveying services to design the new water bottling facility. Services for the 30-acre site included design of grading, drainage, and utilities for a 557,560-SF manufacturing building, 98 truck dock stations, trailer parking, employee parking, and secured access points. Pape-Dawson also negotiated with the City of Seguin to secure off-site drainage easements. This eliminated all on-site storm drain pipes while providing a cost-effective regional drainage solution. In addition, utility design was closely coordinated with the design-build team and the City of Seguin to allow for future expansion.

The project’s design and construction were successfully completed within 1 year. Since the completion of the Seguin site, Pape-Dawson has continued to work with the Niagara Bottling design and construction team to complete larger projects (up to 1 million SF) in Temple, Conroe, Baytown, and Dallas.

## **GEORGETOWN LOGISTICS PARK** GEORGETOWN, TX

Pape-Dawson platted and permitted this 50-acre greenfield site for approximately 620,000 SF of light industrial. Pape-Dawson led the project through feasibility and rezoning. We also provided surveying and traffic engineering services. Because the site is in the Edward’s Aquifer recharge zone, Pape-Dawson provided TCEQ design and permitting services. Challenges included required ROW dedication, easement dedication, coordination with neighboring development and public improvements under construction, and obtaining a building variance. Pape-Dawson is currently providing construction phase services for the project.

## **GLAZER’S DISTRIBUTION FACILITY** SAN ANTONIO, TX

This 450,000-SF industrial development sits on 46 acres in southwest San Antonio, near SH 151 and Callaghan Road. The site is located in the Lower Leon Creek Watershed and is adjacent to two 100-year floodplains. Pape-Dawson conducted a FEMA drainage study of the site and completed a stormwater management plan to document drainage impacts from the development. Services also included civil site design; platting; surveying; grading and drainage plans; traffic impact analysis; sanitary sewer, water, and electric distribution plans; parking and roadway infrastructure design; and storm drainage system design.



## FEE BREAKDOWN

### PHASE 1 – REAL ESTATE IDENTIFICATION/EVALUATION OF EXISTING UTILITIES AND INFRASTRUCTURE

This will be the first phase of the site identification process. Using GIS, our team will identify properties of at least 100 acres that have potential for future industrial development within the City of Seguin’s City Limits and ETJ, with specific focus on identifying opportunities along IH-10, US-90 and SH 130.

#### I. INTERACTIVE GIS WEBSITE AND DASHBOARD (TASK 591)

**No Cost**

Pape-Dawson previously prepared a GIS web interface for SEDC at no cost. Pape-Dawson will be utilizing the GIS database established with this interface along with enhanced GIS evaluation tools to assist in the site identification/feasibility study outlined herein. In the future, should SEDC desire expansion of the provided web interface to include such enhanced tools and desire routine maintenance of the database, Pape-Dawson can work with SEDC to identify your needs and develop a proposal for the interface expansion and maintenance plan. These costs are not included herein.

#### II. IDENTIFICATION PROCESS (TASK 592)

**\$12,500**

- This task includes using GIS to identify parcels ranging in size from 100 to 1,000+ acres within the City of Seguin City limits and ETJ with focus along the IH 10, US 90 and SH130 corridors.
- Preparation of a summary matrix to help initially evaluate the eligible parcels to determine which tracts should be further investigated
- Coordination with utility companies to obtain CCN boundaries and latest existing utility information for eligible properties.
- For properties within Seguin city limits, include planning information such as zoning.
- Coordination with City of Seguin and Guadalupe County for proposed major thoroughfares.
- Scope includes preparation of exhibits showing the eligible properties along with existing utilities, topography, floodplain, railway, and existing roadway infrastructure.
- cursory review of environmental concerns warranting further investigation for eligible parcels.

### PHASE 2 – PRIORITY SITE EVALUATION

Phase 2 will include meeting with the Seguin EDC to determine which properties will be further evaluated on a more detailed level. The below services will be prepared on a “per site” basis since the number of sites evaluated will be determined by Seguin EDC and is currently unknown.

#### III. PHASE I ENVIRONMENTAL SITE ASSESSMENT (TASK 235)

**Per site: See Price Chart**

A Phase 1 Environmental Site Assessment (ESA) will be provided for properties identified for further evaluation. The cost for each Phase 1 ESA varies depending upon the acreage of the property. Since the acreages of the selected properties are unknown at this time, below is a schedule of fees based on an acreage range.

ACREAGE	PRICE
100-300	\$4,500
300-500	\$5,500
500-1,000	\$7,000
1,000+	\$7,000 (see Note 4)

*Assumptions:*

- 1) Regulatory database included in fee.
- 2) Site is accessible by foot or vehicle.
- 3) If needed, TCEQ files billed as a direct expense (charge in addition to budgets provided above).
- 4) For properties over 1,000 acres, an additional \$500 should be added to the fee per 250 acres.

The Phase I Environmental Site Assessment is to be conducted in general accordance with ASTM E1527-21. The objective of the assessment is to identify Recognized Environmental Conditions (RECs), which are defined as the presence or likely presence of hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The presence of controlled RECs (CRECs) and historical RECs (HRECs) will also be identified per the ASTM E1527-21 standard requirements. The scope-of-services includes the following:

- Research and review regulatory database records.
- Conduct site reconnaissance.
- Interview current owners and past owners if available, occupants and local government officials.
- Provide client with user questionnaire.
- Review title commitment for environmental liens. Pape-Dawson needs a current copy of a title commitment, provided by client, as part of this task.
- Prepare and deliver a written report of findings in electronic (PDF) format. Up to three (3) hard copies of the report are available upon request.
- The Phase I report is not intended to be a definitive investigation of possible contamination at the property. No exploratory borings, soil or groundwater sampling, or laboratory analyses to be performed at the property.

Based on our past experience with similar sites, we can perform the Phase I Environmental Site Assessment within three weeks of receiving a signed Professional Services Agreement.

Several factors that could pose a business environmental risk to a site based on current or intended uses are not requirements of the standard ASTM E1527-21 Phase I ESA. These factors include but are not limited to the following: asbestos containing building materials, radon, PCBs, lead-based paint, lead in drinking water, wetlands, jurisdictional waters, regulatory compliance, cultural and historical resources, archeological resources, industrial hygiene, health and safety, ecological resources, endangered species, wildlife sanctuaries, indoor air quality, high voltage power lines, biological agents, and mold. If your project requires an evaluation of these risk factors beyond the standard Phase I ESA, we can provide a separate cost proposal to accommodate your specific needs.

#### **IV. PRELIMINARY UTILITY EVALUATION (TASK 593)**

**Per site: \$2,500**

- This task includes reviewing existing utilities to the selected site and coordination with the utility purveyors to determine availability and potential public improvements.
- Preliminary utility sizing for proposed infrastructure to serve the selected site.
- Preparation of order of magnitude opinions of probable cost for proposed utility infrastructure.

#### **V. PRELIMINARY DRAINAGE EVALUATION (TASK 594)**

**Per site: \$2,500**

- Conduct preliminary review of FEMA floodplain issues impacting the property.
- Provide cursory drainage review to review impacts of drainage regulation on property.
- Preliminary sizing of detention facilities and approximate location of detention ponds, if required.
- Preliminary sizing of water quality features, if required.
- Preparation of order of magnitude opinions of probable cost for proposed drainage infrastructure.
- This task excludes floodplain delineations and modeling, formal drainage studies including FEMA CLOMR and/or LOMR, downstream impact analyses and detention basin design.

## **VI. PRELIMINARY TRAFFIC EVALUATION (TASK 595)**

**Per site: \$2,500**

- Review traffic implications for various land use options
- Review driveway locations and spacing and comment on potential restrictions that may be placed on development by TxDOT, City of Seguin, and Guadalupe County.
- Identify potential operational issues associated with nearby intersections, roadway network and proposed access locations.
- Review City of Seguin and Guadalupe County Major Thoroughfare Plans to determine any required right-of-way dedications.
- Review City of Seguin and Guadalupe County Major Thoroughfare Plans to identify any potential road improvements.
- Preparation of order of magnitude opinions of probable cost for proposed roadway infrastructure.

## **VII. EXHIBIT PREPARATION (TASK 596)**

**Per site: \$3,000**

Based on the above scope, this task includes preparation of exhibits for each selected tract to show the following:

- Existing and proposed utility infrastructure
- Existing and proposed drainage features
- Existing and proposed roadway infrastructure
- FEMA floodplain
- Slope analysis
- Potential driveway locations
- Prepare one conceptual siteplan for each selected tract.

## **VIII. CRITICAL ISSUES SUMMARY MEMO (TASK 597)**

**Per site: \$1,500**

This task includes preparing a Critical Issues Summary Memo for each selected site by Seguin EDC. The final deliverable for each selected property will include the following:

- One-page summary memo of the selected site as described below.
- All order of magnitude construction cost OPCs as prepared in above tasks
- All exhibits as described in Task V.
- This deliverable summary would provide the Seguin EDC documentation that they could quickly reference and provide to potential developers for the subject properties.
- A one-page summary memo to address typical engineering, development and land use issues that may affect the selected property, and includes the following:
  - » Summary of critical issues effecting the property
  - » Anticipated utility infrastructure
  - » Anticipated drainage infrastructure
  - » Potential driveway locations and spacing and comment on potential restrictions that may be placed on development by TxDOT, City of Seguin, and Guadalupe County.
  - » Review land dedication, easement, and platting requirements for development of the property

## **PHASE 3 – OVERALL SUMMARY AND ACTION PLAN**

### **IX. FEASIBILITY STUDY SUMMARY MEMO (TASK 598)**

**\$5,000**

Once all selected sites have been evaluated, this task includes preparing a final overall summary memo which will identify a potential development priority list for the selected sites. This task includes:



- Coordination and meeting with Seguin EDC staff to review all reviewed selected sites and discuss development priorities.
- After discussion with Seguin EDC staff, preparation of a final summary memo to identify the potential development order for the selected sites and summarize findings.

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

- ✓ Fire flow tests and calculations, if required, to be ordered by Pape-Dawson and invoiced as a direct expense in addition to the fees shown in this proposal.
- ✓ Assumes no detailed flood studies are required.
- ✓ Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.
- ✓ Proposal excludes travel expenses.

**SUMMARY OF SCOPE AND FEES**

**PHASE 1 – REAL ESTATE IDENTIFICATION/ EVALUATION OF EXISTING UTILITIES AND INFRASTRUCTURE**

I.	Interactive GIS Website and Dashboard	Task 591	No Cost
II.	Identification Process	Task 592	\$12,500
		<i>Phase 1 Subtotal:</i>	<i>\$12,500</i>

**PHASE 2 – PRIORITY SITE EVALUATION**

III.	Phase 1 Environmental Site Assessment	Task 235	<i>Per site: [see price chart]</i>
IV.	Preliminary Utility Evaluation	Task 593	<i>Per site: \$2,500</i>
V.	Preliminary Drainage Evaluation	Task 594	<i>Per site: \$2,500</i>
VI.	Preliminary Traffic Evaluation	Task 595	<i>Per site: \$2,500</i>
VII.	Exhibit Preparation	Task 596	<i>Per site: \$3,000</i>
VIII.	Critical Issues Summary Memo	Task 597	<i>Per site: \$1,500</i>
		<i>Phase 2 Subtotal:</i>	<i>TBD</i>

**PHASE 3 – OVERALL SUMMARY AND ACTION PLAN**

IX.	Feasibility Study Summary Memo	Task 598	\$5,000
		<i>Phase 3 Subtotal:</i>	<i>\$5,000</i>

**Total (Phases 1 and 3): \$19,000**

**BASIS OF COMPENSATION**

Pape-Dawson’s compensation is a lump sum in the amount of **\$19,000** for Phase 1 and Phase 3 services identified above. The compensation for Phase 2 will be determined once the number and sizes of sites identified for further evaluation has been determined. This budget figure does not include Direct Expenses (defined below) nor applicable sales tax on services. 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. Direct Expenses include a 10% markup on cost.

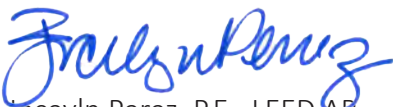
## AGREEMENT

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.

Pape-Dawson Consulting Engineers, LLC



Joceyln Perez, P.E., LEED AP  
Vice President

**SEGUIN ECONOMIC DEVELOPMENT CORPORATION**

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

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

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

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



Todd Blackmon, P.E.  
Managing Vice President, New Braunfels

**SEGUIN ECONOMIC DEVELOPMENT CORPORATION  
ACCOUNTS PAYABLE CONTACT INFO**

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

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

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

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

### Attachments

- Pape-Dawson Terms & Conditions

PAPE-DAWSON CONSULTING ENGINEERS, LLC  
 RE: INDUSTRIAL REAL ESTATE AND MEGA SITE IDENTIFICATION AND FEASIBILITY STUDY (the "Project")  
 TERMS AND CONDITIONS

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, 1672 Independence Drive, Suite 102, New Braunfels, Texas, 78132-3928 hereinafter referred to as "Engineer", has agreed to provide Professional Services to SEGUIN ECONOMIC DEVELOPMENT CORPORATION, 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 any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) 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 any such tasks or services not yet initiated.

**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 subconsultants, 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. Should Engineer call for contract renegotiation, 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.



**SAN ANTONIO**

2000 NW Loop 410  
San Antonio, Texas 78213  
210-375-9000

**FORT WORTH**

201 Main Street, Suite 901  
Fort Worth, Texas 76102  
817-870-3668

**AUSTIN**

10801 North MoPac Expressway  
Building 3, Suite 200  
Austin, Texas 78759  
512-454-8711

**NEW BRAUNFELS**

1672 Independence Drive, Suite 102  
New Braunfels, Texas 78132  
830-632-5633

**DALLAS**

6105 Tennyson Parkway, Suite 210  
Plano, Texas 75024  
214-420-8494

**HOUSTON**

2107 CityWest Boulevard, Third Floor  
Houston, Texas 77042  
713-428-2400

**CORPUS CHRISTI**

807 N Upper Broadway, Suite 103  
Corpus Christi, Texas 78401  
361-360-2209

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