



Professional Service Supplemental Agreement

THIS SUPPLEMENTAL AGREEMENT ("Agreement") No. 4, made and entered into by and between BGE, Inc. (BGE, the ENGINEER) and the Client identified herein, provides for the Professional Services described under in this Agreement.

CLIENT: <u>City of Seguin</u>	CONTACT PERSON: <u>Michael Sharp., CFM</u>
ADDRESS: <u>108 E. Mountain Street</u>	OFFICE NUMBER: <u>(830) 386-2239</u>
<u>Seguin Texas 78155</u>	CELL NUMBER: _____
_____	EMAIL: <u>msharp@seguintexas.gov</u>

PROJECT NAME: GLO Mays Creek Phase II Foundation Design

1. THIS SUPPLEMENTAL AGREEMENT INCLUDES THE STANDARD TERMS AND CONDITIONS which are included in the original agreement. Client shall authorize and BGE shall commence its services on BGE's receipt of the properly executed and signed Agreement, as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) BGE extends the time in writing; or (2) at the sole option of BGE, BGE accepts Client's written or oral authorization to proceed with the services, in which event the terms of the authorization shall include all the terms of this Agreement. BGE's performance of the services, including Additional Services, under the written or oral authorization shall be in reliance on the inclusion of all the terms of this Agreement.

2. LOCATION & DESCRIPTION OF PROJECT SITE:

Gudalupe River Drive culvert replacement just west of Sutherland Springs Road

3. SERVICES TO BE PROVIDED BY THE CITY

- a. Data for the project that City has available (i.e. environmental documents, correspondence, materials/previously conducted studies regarding proposed improvements, etc.) to the extent possible.
- b. Guidance for project.
- c. Available existing right-of-way maps for the project.
- d. Available as-built plans from utility companies existing within the project limits.
- e. Assist the Engineer, as necessary, in obtaining any required data and information from local, regional, state and federal agencies.
- f. Pay permit and application fees required by the permitting agencies.

4. SCOPE OF SERVICES TO BE PROVIDED BY BGE:

This is an amendment to the original contract to provide the additional services:

- a. FOUNDATION DESIGN
 - 1. The ENGINEER will develop the vertical and horizontal profile exhibits for a temporary detour.
 - a. The ENGINEER will coordinate with City (up to two meetings).
 - b. The ENGINEER will utilize the survey data provided by the Contractor.
 - c. The ENGINEER will develop a vertical profile for the temporary detour.
 - d. The ENGINEER will develop a horizontal alignment for the temporary detour.
 - 2. Assumptions include:
 - a. Field survey conducted by the Contractor.
 - b. No utilities survey is required.
 - c. PE seal will not be required for the design.



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- d. The information provided by the ENGINEER is for city to use to determine the details and implementation of the temporary detour.
- e. The ENGINEER is not responsible or liable for the temporary detour.
- f. The ENGINEER will be limited to providing input and advisory support for the City's low-water crossing design. The ENGINEER will not be the Engineer of Record, will not provide design concurrence, and will not seal or certify the final plans. Responsibility for the final design, approvals, and compliance rests entirely with the City and its designated design engineer.

DELIVERABLES

- 1. The ENGINEER will provide a vertical profile exhibit for the temporary detour. (1 exhibit with 1 revision)
- 2. The ENGINEER will provide a horizontal alignment exhibit for the temporary detour. (1 exhibit with 1 revision)
- 3. The ENGINEER will provide hydraulic information related to the low water crossing.
- 4. The ENGINEER will provide response to contractor's RFIs (up to 4).

EXCLUDED AND/OR ADDITIONAL SERVICES: (If additional pages are necessary, they are identified as Attachment B)

The following services are excluded but may be provided as an additional service as requested.

- 1. Environmental documentation.
- 2. Public Involvement including public hearings and meetings with affected property owners.
- 3. Brush Clearing for geotechnical borings will be provided as an additional service.

5. THE COMPENSATION TO BE PAID BGE FOR PROVIDING THE REQUESTED SERVICES:

Professional Fees

The proposed fee for this project is **\$12,763.46** in basic services.

Exhibit 1 – Fee Schedule includes a detail of hours anticipated for the execution of the project.

Reimbursable Expenses are in addition to the Professional Fees. Reimbursable Expenses will be billed at 1.0 times their cost. Reimbursable Expenses include: N/A.

IN WITNESS WHEREOF, this Agreement is accepted on the date written below and subject to the terms and conditions set forth above and in Attachments.

BGE, Inc.

CLIENT: City of Seguin

SIGNED: _____

SIGNED: _____

TYPED NAME: BEN ENGELHARDT, P.E.

TYPED NAME: STEVE PARKER

TITLE: SENIOR PROJECT MANAGER

TITLE: CITY MANAGER

DATE: MAY 7, 2026

DATE: _____