

January 8, 2024

(Revised: February 29, 2024)

Mr. Pablo G. Martinez , P.E., CPM
City of Seguin - Capital Project & Engineering
108 E. Mountain St.
Seguin, Texas 78155

Re: Cordova Road Water Main Design

Dear Mr. Martinez:

We are pleased to present this proposal for providing civil and environmental engineering services in connection with the above referenced project. The scope of work for the Cordova Road Water Main project is located north of the City of Seguin between SH 46 and SH 123. The project consists of approximately 18,480-feet of water main to consolidate multiple Springs Hill Water mains ranging in size from 4-inches to 16- inches.

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

- | | |
|--|-----------------|
| I. 30% DESIGN SERVICES (TASK 202) | \$24,455 |
| <u>General Design:</u> | |
| <ul style="list-style-type: none">• Conduct site visit, or multiple visits as required to become familiar with the project and surrounding area.• Prepare meeting documents and conduct a kick-off meeting with the City of Seguin staff on design of the water main (up to four (4) in person meetings).• Gather information (e.g. as-built documents, block maps, engineering reports, etc.) for the project alignment. Coordinate with the City of Seguin and other utility providers as needed.• Confirmation of pipe diameter and future demand along corridor based on information provided by the City of Seguin. The information required to complete the confirmation includes the master development plan (future demand) for the area, proposed water main projects in the area and existing HGL for the corridor.• Based on the information provided by the City of Seguin, a water model (water GEMs) will be used to determine the size of the proposed water main along the corridor provided by the Cordova Road reconstruction design team.• Coordinate with the Cordova Road reconstruction design team utility coordination, as needed, to identify all potential conflicts with existing underground utilities.• Identify permitting requirements and prepare a permit log including all permits required for the project.• Conduct preliminary evaluation of construction methods (open cut, tunneling, trenchless, etc.) for the alignment.• Prepare 30% Technical Memo (TM) outlining the model results and assumptions made.• Prepare 30% OPCC.• Perform internal quality management prior to submitting the plans to the City of Seguin for review.• Address City of Seguin comment on TM and resubmit final TM. | |

II.	60% DESIGN SERVICES (TASK 290)	\$50,430
	<u>General Design:</u>	
	<ul style="list-style-type: none">• Prepare meeting documents and conduct meetings with the City of Seguin staff on design of the water main (up to three (3) in person meetings)• Develop and prepare 60% design water plans (and profile if required) approx. 18,480 LF based on the utility corridor provided by the Cordova Road reconstruction design team.• Prepare 60% OPCC.• Review construction phasing and complete temporary water main analysis.• Complete site visit and walkthrough with City of Seguin.• Perform internal quality management prior to submitting the plans to the City of Seguin for review.• Host a design workshop with the City of Seguin and the Cordova Road reconstruction design team.• Review, address, and prepare comment response prior to 90% design phase NTP.	
III.	90% DESIGN SERVICES (TASK 291)	\$37,745
	<u>General Design:</u>	
	<ul style="list-style-type: none">• Prepare meeting documents and conduct a kick-off meeting with the City of Seguin staff on design of the water main (up to two (2) in person meetings).• Incorporate/update water plans (and profile if required) based on the 60% design review comments approx. 18,480 LF. Submit 90% plans and draft specifications for review by the City of Seguin.• Prepare 90% OPCC.• Review construction phasing and TCP (if applicable).• Perform internal quality management prior to submitting the plans to the City of Seguin for review.• Host a design workshop with the City of Seguin and the Cordova Road reconstruction design team.• Review, address, and prepare comment response prior to 100% design phase NTP.	
IV.	100% DESIGN / BID PHASE SERVICES (TASK 293)	\$14,605
	<u>General Design:</u>	
	<ul style="list-style-type: none">• Incorporate/update water plans (and profile if required) based on the 90% design review comments approx. 18,480 LF. Submit 100% plans and specifications for review by the City of Seguin.• Prepare 100% OPCC.• Provide signed and sealed bid documents (plans, specifications, and OPCC).• Prepare Addendums.• Attend bid opening and prepare bid analysis and recommendation letter to the City of Seguin.• Prepare conformed plans and specifications.	
V.	CONSTRUCTION PHASE SERVICES (TASK 402)	\$38,910
	<u>General Design:</u>	
	<ul style="list-style-type: none">• Construction site visits (one per month) includes site observation report and assumes an eight (8) month construction duration.• Review, comment, and approve contractor pay applications, one per month.• Review Material Submittals/shop drawings.• Address RFI and change orders.	

- Final walkthrough with contractor and inspector.

VI. CLOSE OUT PHASE SERVICES (TASK 490) \$4,110

General Design:

- Develop a draft set of record drawings based on contractor red lines. Submit to the City of Seguin for review and comments. Submit final set of record drawings (signed).
- Review and approve the final contractor pay application.

VII. SUPPLEMENTAL SERVICES (TASK 390) Allowance: \$22,045

- Additional technical design services, allowance for additional technical design services including design of temporary water services, traffic control plans, permitting, etc.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Agency review fees, impact fees, and platting fees are not included herein. This includes right-of-way (ROW) permitting fees, and any other fees required for environmental impacts or reviews.*
- ◆ *Additional services required by the City of Seguin which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- ◆ *Changes made to the water alignment after design has begun will constitute a change of scope and additional fees will be required.*
- ◆ *Proposal excludes travel expenses.*
- ◆ *Proposal excludes coordination with landowners for easement acquisition.*
- ◆ *Proposal excludes Topographic/boundary survey, SUE services, and Geotechnical services. This information will be provided by the Cordova Road reconstruction design team.*
- ◆ *The utility coordination and water main alignment corridor is to be provided by the Cordova Road reconstruction design team.*
- ◆ *This proposal assumes that the City of Seguin will provide current water system modeling information to allow for confirmation of proposed water main replacement size to allow for capacity to serve future development.*

SUMMARY OF SCOPE AND FEES

I.	30% Design Services	Task 202	\$24,455
II.	60% Design Services	Task 290	\$50,430
III.	90% Design Services	Task 291	\$37,745
IV.	100 Design / Bid Phase Services	Task 293	\$14,605
V.	Construction Phase Services	Task 402	\$38,910
VI.	Close-Out Phase Services	Task 490	\$4,110
VII.	Supplemental Services	Task 390	Allowance <u>\$22,045</u>
TOTAL:			\$192,300

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$192,300** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does not include any Direct Expenses (defined below) or 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 City of Seguin 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 City of Seguin 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 will provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

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

Sincerely,
Pape-Dawson Consulting Engineers, LLC


Marshall Preas, P.E.
Sr. Project Manager


Jason Diamond, P.E.
Vice President

CITY OF SEGUIN

Signature: _____

Name: Steve Parker

Title: City Manager

Date: 04/16/2024

Attachments

- Pape-Dawson Terms & Conditions
- Fee Breakdown

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PAPE-DAWSON CONSULTING ENGINEERS, LLC
RE: CORDOVA ROAD WATER MAIN DESIGN (the "Project")
TERMS AND CONDITIONS

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

ARTICLE 1: SERVICES

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

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

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

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

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

ARTICLE 3: CHANGES

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

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

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

3.4 Should 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.

FEE ESTIMATE FOR WATERLINE WORK

ITEM NO.	Project Name: Cordova Road Water Main Date: 1/4/2024 Prepared By: Marshall Preas	No. Sheets	Sr. PM	Deputy PM	Design Leader	Sr. Engineer	Project Engineer	EIT	Designer	Sr. Engineer Tech	Engineer Technician	Project Principal	Task Budget
			\$265.00	\$225.00	\$195.00	\$180.00	\$165.00	\$135.00	\$150.00	\$135.00	\$125.00	\$365.00	
	TASK												
	30% Design Phase	0	16.5	0	18	0	54	50				2.5	\$ 24,455.00
	1. Water Design - 30% Design Phase	16.5	0	18	0	54	50					2.5	\$ 24,455.00
1.1 w	Meetings - Kickoff meeting, discuss/transfer available data, workshop to discuss Technical Memo (up to four (4) in person meetings)	8		8		8	8						\$ 6,080.00
	Site Visit	4				4	4						\$ 2,260.00
1.2 w	Develop Water model to confirm pipe size and review data available	1		4		20	16						\$ 6,505.00
1.3 w	Technical Memo (including QA/QC Review)	2		4		16	16				1		\$ 6,475.00
1.5 w	30% Cost Estimate	0.5				2	4				0.5		\$ 1,185.00
1.8 w	Prepare address comments and submit final TM	1		2		4	2					1	\$ 1,950.00
	60% Design Phase	18	18	0	20	0	78	100	88	0	0	6	\$ 50,430.00
	1. Water Design - 60% Design Phase	18	18	0	20	0	78	100	88	0	0	6	\$ 50,430.00
1.1 w	Meetings - (up to three (3) in person meetings including design workshop)	6				6	6						\$ 3,390.00
1.2 w	Plan (& Profile if required) sheets for 1" = 40' (H), 1" = 5' (V)	27									2		\$ 1,790.00
	18,480 LF UNK pipe (P&P)	19		16		32	40	40					\$ 19,800.00
	Title Block, Index of Sheets, Details, and Gen Notes	8				8	12	20					\$ 5,940.00
1.3 w	Update Quantity Table Per Sheet					4	8	8					\$ 2,940.00
1.4 w	Update 60% Plans Cost Estimate	1				4	6				1		\$ 2,100.00
1.5 w	Temporary Water Main Analysis	1		2		4	8	4					\$ 2,995.00
1.6 w	Review Construction Phasing Plan					6	4				1		\$ 1,895.00
1.7 w	Walk Job Site With City of Seguin Engineer	4				4	4						\$ 2,260.00
1.8 w	Prepare QA/QC	1				2	4						\$ 960.00
1.10 w	Address comments and provide comment responses	1		2		8	12	16				1	\$ 6,360.00
	90% Design Phase	18	14	0	26	0	61	66	52	0	0	6	\$ 37,745.00
	1. Water Design - 90% Design Phase	18	14	0	26	0	61	66	52	0	0	6	\$ 37,745.00
1.1 w	Meetings - (Up to two (2) in person meetings)	4				4	4						\$ 2,260.00
1.2 w	Finalize Plan Plan (& Profile if required) sheets for 1" = 40' (H), 1" = 5' (V)	27									2		\$ 1,790.00
	18,480 LF UNK pipe (P&P)	19		8		16	12	20					\$ 8,820.00
	Title Block, Index of Sheets, Details, and Gen Notes	8				4	6	8					\$ 2,670.00
	Draft Specifications	4		8		20	20				1		\$ 8,985.00
1.3 w	Finalize Quantity Table Per Sheet					1	4	8					\$ 1,905.00
1.4 w	Finalize 90% Plans Cost Estimate	1				2	4				0.5		\$ 1,317.50
1.6 w	Review TCP & Construction Phasing Plan	1		8		4	4				0.5		\$ 3,207.50
1.7 w	Prepare QA/QC	1				2	4					1	\$ 960.00
1.9 w	Address comments and provide comment responses	1		2		8	12	16				1	\$ 6,360.00
	100% Design/Bid Phase	0	0	0	0	22	34					4	\$ 14,605.00
	1. Water Design - Bid Phase	0	5	0	0	22	34					4	\$ 14,605.00
1.1 w	Revise 90% plans based on review comments	0.5				4	8	8					\$ 3,072.50
1.2 w	Prepare Sealed Plans & Specifications	1				4	8	8				2	\$ 3,935.00
1.3 w	Prepare Addendums	2				8	8					1	\$ 3,025.00
1.4 w	Review bid tabulation	1				4	8						\$ 2,005.00
1.5 w	Prepare Confirmed Plans & Specifications with Addendums	0.5				2	4	8				1	\$ 2,567.50
	Construction Phase	0		0	8	0	118	102	0	0	0	4	\$ 38,910.00
	1. Water Design - Construction Phase	0		0	8	0	118	102				4	\$ 38,910.00
1.1 w	Site Visits (One per Month) & Prepare Report Assumes 8 month duration					40	40						\$ 12,000.00
1.2 w	Redline/Quantity Review/Contractor Pay application - One per month	2				16							\$ 3,170.00
1.3 w	Review Material Submittals			4		32	32				2		\$ 11,110.00
1.4 w	Address RFI and Change Orders	2		4		24	24					2	\$ 9,240.00
1.5 w	Final Walk Through	6				6	6						\$ 3,390.00
	Close Out Phase	18		0	0	0	8	16				1	\$ 4,110.00
	1. Water Design - Close Out Phase	18	1	0	0	0	8	16				1	\$ 4,110.00
1.1 w	Prepare Record Drawings	18	0.5			8	16	20				0.5	\$ 3,795.00
1.2 w	Finalize Change of Service Form		0.5									0.5	\$ 315.00
	Supplemental Services	0		0	16	32	32	40				1	\$ 22,045.00
1	Additional Technical Design Services	8			16	32	32	40				1	\$ 22,045.00
	WATER SUB-TOTAL				72	0	341	368				23.5	\$ 170,255.00
	SUPPLEMENTAL SERVICES SUB-TOTAL				16	32	32	40				1	\$ 22,045.00
	TOTAL FOR ENGINEERING FEE City of Seguin			0	88	32	373	408				24.5	\$ 192,300.00