



Michael Sharp
Capital Projects | Engineering – City of Seguin
205 N River St
Seguin, Texas 78155

Re: Additional Professional Services for GLO Mays Creek CA-01
City of Seguin

Mr. Sharp,

We sincerely appreciate the opportunity to present this proposal to provide additional civil engineering services for the roadway realignment and widening of Guadalupe River Drive, geometric retaining wall layouts of Keystone modular block walls to accommodate a Contech BridgeCor structure, and the inclusion of a roundabout along the proposed realignment of River Oak Dr. These elements will meet Texas Department of Transportation, City of Seguin, and vendor-specific design standards. This document details the work breakdown and cost estimate to accomplish the City's needs and requirements.

Again, BGE, Inc. thanks you for the opportunity to provide this proposal and we look forward to working with you towards the completion of this project. If any questions remain, please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink that reads "Erin N. Gonzales". The signature is written in a cursive, flowing style.

Erin Gonzales, P.E., CFM
Senior Director, Transportation Systems



THIS AGREEMENT ("Agreement"), made and entered into by and between BGE, Inc. (BGE) and the Client identified herein, provides for the Professional Services described under Item 3 of this Agreement.

CLIENT: City of Seguin
ADDRESS: 205 N River St
Seguin, TX 78155

CONTACT PERSON: Michael Sharp
OFFICE NUMBER: 830-386-2585
CELL NUMBER: 830-491-1684
EMAIL: msharp@seguintexas.gov

PROJECT NAME: GLO Mays Creek Contract Amendment 01

1. THE AGREEMENT INCLUDES THE STANDARD TERMS AND CONDITIONS which are included in Attachment A. 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: (If additional pages are necessary, they are identified as Attachment B)

See Attachment B

3. SCOPE OF SERVICES TO BE PROVIDED BY BGE: (If additional pages are necessary, they are identified as Attachment B)

See Attachment B

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

See Attachment B



5. THE COMPENSATION TO BE PAID BGE FOR PROVIDING THE REQUESTED SERVICES: (If additional pages are necessary, they are identified as Attachment B)

Professional Fees: Lump Sum in the amount of **\$190,792.03**

Reimbursable Expenses are in addition to the Professional Fees. Reimbursable Expenses will be billed at 1x times their cost. Reimbursable Expenses include: Report production, if necessary.

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.

SIGNED: Erin N. Gonzales

TYPED NAME: ERIN GONZALES, P.E., CFM

TITLE: SENIOR DIRECTOR, TRANSPORTATION SYSTEMS

DATE: JANUARY 16, 2024

CLIENT: City of Seguin

SIGNED: _____

TYPED NAME: STEVE PARKER

TITLE: CITY MANAGER

DATE: _____



Attachment A Standard Terms and Conditions

Project/Proposal: GLO Mays Creek Contact Amendment 01

Client: City of Sequin

Date: January 16, 2024

1. **STANDARD OF CARE:** Professional Services shall be performed in accordance with and limited to the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Professional Services are performed.
2. **NO WARRANTY:** Professional Services are not subject to, nor can or will BGE, Inc. (BGE) provide any warranty or guarantee, express or implied, regarding the Professional Services to be supplied by BGE. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to and shall not be a part of the agreement. BGE DISCLAIMS ANY AND ALL EXPRESS, STATUTORY, COMMON LAW AND/OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND GOOD AND WORKMANLIKE MANNER.
3. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Services and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.); job-related mileage at the prevailing IRS rate; courier, printing and reproduction costs; and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that BGE's services under this Agreement are limited to those described in the Scope of Services and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling of any such operation.

4. **INVOICE PROCEDURES AND PAYMENT:** BGE shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method," whereby BGE will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Services and reimbursable costs. Such invoices shall be submitted by BGE as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt.

The Client, as Owner or authorized agent for the Owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for the same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. BGE reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. The suspension shall remain in effect until all unpaid invoices are paid in full.

5. **COST ESTIMATES:** Any cost estimates provided by BGE are opinions based on the experience and judgment of BGE. Client hereby acknowledges that BGE cannot warrant that any cost estimates provided by BGE will not vary from actual costs incurred by Client.
6. **CLIENT SUPPLIED DOCUMENTS AND INFORMATION:** Client warrants that all documentation and information provided by Client to BGE for use in performing the services hereunder is accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such documentation and information to BGE. BGE shall have no liability to Client for any damages or claims arising out of any errors contained in such documents and information and BGE's use and reliance upon the same. Client hereby agrees to indemnify and hold BGE harmless from any and all liabilities, claims and lawsuits arising out of BGE's Use and reliance upon such documentation and information and for any claims of infringement or ownership disputes involving such documentation and information.
7. **PERMITS:** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Client will provide to BGE copies of any such permits or any such notices, together with any other relevant information that will alert BGE to the requirements of such permits, approvals, or notifications.



Attachment A

Standard Terms and Conditions

8. **REPORTING OBLIGATIONS:** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes BGE from providing any notices or reports that it may be required by law to give to governmental entities.
9. **OTHER INFORMATION:** BGE will rely upon commonly used sources of data, including database searches and agency contacts. BGE does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
10. **LABORATORY SERVICES:** In performing services, BGE may request that Client provide independent testing laboratory services. BGE will rely on the accuracy of the testing laboratory services. BGE will not, and Client shall not rely upon BGE to, check the quality or accuracy of the testing laboratory's services.
11. **SITE VISIT:** All conclusions, opinions and recommendations relating to site issues will be based upon site conditions at the Property as they existed at the time of BGE's site visit, if any. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate BGE to visit the site.
12. **ACCESS:** Client will provide BGE with access to the Property or to any other site as required by BGE for performance of the Services.
13. **OWNERSHIP OF DOCUMENTS:**
 - a. All designs, drawings, specifications, documents, and other work products of the BGE (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by BGE regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of BGE. BGE grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by BGE in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further reproductions of the Documents and shall return to BGE within seven days of termination all originals and reproductions in the Client's possession, custody and control.
 - b. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND TO THE FULLEST EXTENT OF THE LAW CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY BGE, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BGE'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.
14. **CONSTRUCTION SERVICES:** If, under this Agreement, Professional Services are provided during the construction phase of the project, BGE shall not supervise, be responsible for or have control over any contractor's means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any contractor's work; nor shall BGE be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. The Client agrees that any contractors shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractors. Client understands that construction phase services are not intended to be a detailed check or an inspection of any contractor's work. BGE shall not be required to sign any document that requires BGE to certify conditions that BGE has not specifically observed during construction. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS BGE FROM ALL CLAIMS, LOSSES, DAMAGES, ATTORNEY FEES, INJURIES, JUDGMENTS, CAUSES OF ACTIONS, AND SUITS OF ANY AND ALL KIND, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGES CAUSED BY ANY CONTRACTOR ARISING OUT OF THE PROJECT AND THE WORK.
15. **SUBMITTAL REVIEW:** In the event BGE's Professional Services include the review of contractor submittals of shop drawings, product data, samples or other data that the contractor is required to submit (collectively, "Contractor Submittals"), BGE's review is for the limited purpose of checking Contractor Submittals for general conformance with the design concept and the information shown in the drawings and/or specifications prepared by BGE. This review shall not include review of the accuracy or completeness of details, quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, interpretation of welds, or safety precautions. BGE shall be provided sufficient time (in BGE's sole opinion) to permit adequate review by BGE. Review of a specific item shall not indicate that BGE has reviewed the entire assembly of which the item is a component. The Contractor is solely responsible for identifying any deviations in the Contractor Submittals from the drawings, specifications or other Construction Documents.
16. **ASBESTOS OR HAZARDOUS MATERIALS:** It is acknowledged by both parties that BGE's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event BGE or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of BGE's Services, BGE may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.
17. **CHANGED CONDITIONS:** The Client and BGE acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the BGE. Should Client or BGE call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.



Attachment A

Standard Terms and Conditions

18. **NO CERTIFICATION:** BGE shall not be required to sign any documents that would result in BGE having to certify, guarantee, or warrant the existence of conditions whose existence BGE cannot ascertain. The Client also agrees not to make resolution of any dispute with BGE or payments of any amount due to BGE in any way contingent upon BGE's signing any such certification.
19. **PROJECT ENHANCEMENT:** BGE shall not be responsible for any additional cost or expense that provides betterment, upgrade, or enhancement of the Project unless the effort is minimal and part of the original scope of work.
20. **DELAYS:** Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make decisions; judicial restraint or delays in securing governmental approvals; permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.
21. **LIMIT OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BGE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER 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 SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY BGE UNDER THE TERMS OF THIS AGREEMENT.
22. **INSURANCE:** BGE shall at all times carry Worker's Compensation Insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that BGE be named as an additional insured on insurance coverages provided by contractors on the project.
23. **CONSEQUENTIAL DAMAGES: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.**
24. **ASSIGNMENT AND NO THIRD PARTY BENEFICIARIES:** Neither Client nor BGE shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that there are no third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement.
25. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in the Scope of Services, or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client for the Client's convenience, BGE shall be given seven (7) days prior written notice of such action and shall be compensated for the Professional Services and reimbursable expenses provided up to the date of suspension, termination, cancellation or abandonment plus anticipated profit on those Professional Services not performed by BGE. In the event either Client or BGE seeks to terminate the Agreement based on the material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all Professional Services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.
26. **ENTIRETY OF AGREEMENT:** The Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties and attached hereto.
27. **WAIVER:** Any failure by BGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and BGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.



Attachment A

Standard Terms and Conditions

28. DISPUTE RESOLUTION:

- a. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to; First, direct negotiations between the appropriate representatives of each party; Second, non-binding mediation as a condition precedent to the commencement of litigation by either party. If such matter relates to or is the subject of a lien arising out of BGE's services, then BGE 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. 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. Any agreed upon settlement shall remain confidential.
- b. If any claim or dispute cannot be resolved by non-binding mediation, either or both parties may elect to pursue resolution through litigation. In the event of any litigation between the parties, it is agreed and stipulated that the case shall be heard and decided by the court, WITHOUT A JURY.

29. GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State where the site of the work is located.

30. CORPORATE LIABILITY: Client understands and agrees that BGE is a business entity that has contracted to perform services, and any services provided by BGE's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of BGE's employees, agents or officers in their individual capacity.

31. REGULATORY CHANGES: In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate Additional Services amendment.

32. ATTORNEY'S FEES: In the event BGE's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, or if BGE is the prevailing party in any litigation or arbitration with Client, then Client shall pay BGE all reasonable and necessary attorneys' fees, expenses, expert fees, deposition fees and costs, court costs and other costs incurred by BGE, in addition to other amounts due.

33. FIDUCIARY RESPONSIBILITY: BGE makes no warranty, either expressed or implied, as to BGE's findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither BGE nor any of BGE's subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.

34. CONTRACTUAL LIEN TO SECURE PAYMENT: Client grants to BGE a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property described in the Agreement and all improvements thereon to secure payment for all debts owed, now or in the future, to BGE by Client including those arising as a result of BGE's services provided under this Agreement. Client grants BGE the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located. Client's representative signing below warrants that s/he has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the Property that is part of the Project or has a direct contract or agency relationship with the Property owner. Client agrees to indemnify, save, and hold BGE harmless for any and all claims, causes of action, and damages that may arise against BGE if the representations contained in this paragraph are not correct.

35. 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 party 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 terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

36. CONSTRUCTION OF AGREEMENTS: Paragraph titles in this Agreement are for convenience only and are not intended to detract from or limit the effect of any language in this 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.

37. 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; (b) any continuing obligation or responsibility of BGE and of Client which would otherwise survive termination of the Services; or (c) the survival of any indemnity of BGE by Client; or (d) the survival of paragraphs 1, 2, 6, 13, 16, 19, 21, and 23 - 37.

SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER (ATTACHMENT B)

BGE, Inc., herein after referred to as the **Engineer**, shall perform and receive regulatory approval of a roadway expansion and realignment design, roundabout design, and geometric retaining wall layout design for the City of Seguin, herein after referred to as the **Client**. These designs are in Gaudalupe County located within the southern part of Seguin, Texas, past the Guadalupe River. The purpose of these designs, herein after referred to as the **Project**, shall be for a roadway realignment and widening of Guadalupe River Dr (CR 402), the addition of reinforced modular block retaining walls for the proposed buried span-arch bridge on CR 402, and the inclusion of a roundabout along the proposed realignment of River Oak Dr (CR 403).

This project will be designed to a mixture of Texas Department of Transportation (TxDOT), City of Seguin, Texas General Land Office (GLO) and vendor-specific standards. The Project will also be subject to the review, and ownership, of the Client. To accomplish this, the following assumptions were made, and events occurred:

- The Project will provide the roadway realignment and widening of the eastbound approach of CR 402 to Sutherland Springs Rd (CR 401). Both the realignment and widening will begin west of Mays Creek. The road will be designed to 30-mph horizontal and vertical TxDOT roadway criteria. CR 402 will tie into CR 401 at a perpendicular angle and will contain a buried span-arch bridge structure, specifically a Contech BridgeCor corrugated steel structure, or equivalent.
 - Contech will provide the structure and foundation design. See Attachment D for specific/additional scope and fee details.
- The roadway realignment and widening of CR 402 will incur the reconstruction of attached driveways along the project limits. As part of the realignment itself, the vertical profile will be raised and call for the need of new driveway culvert structure(s) to maintain current positive drainage conditions.
- Because of the increases to the vertical profile, the final height of the roadway surface, in combination with the Contech BridgeCor structure, will require reinforced retaining walls. Keystone modular block walls, specifically Broadstone 8-inch block, or equivalent, will be proposed to save on cost. The Engineer shall provide geometric plan and profiles of the proposed retaining walls.
 - Keystone will provide the reinforced wall design. See Attachment D for specific/additional scope and fee details.
- The roadway realignment of CR 402 will require additional survey. See Design Survey section for details.
- The proposed Contech and Keystone structures require additional Geotechnical services to complete the design. See Additional Geotechnical Services section for details.
- From coordination with TxDOT, the original realignment design of CR 403 was required to shift from tying into the intersection of SH 46 and the driveway leading to Vogel Elementary School to tying into the intersection of SH 46 and Alta Vista Ter. This shift will require additional survey. See Design Survey section for details.
- The adjustment of the original realignment design of CR 403 will also require a Traffic Impact Analysis (TIA) to be conducted for further coordination with TxDOT. The anticipated analysis effort has been included in the PS&E.
- From coordination with the Client, the Project will contain the addition of a roundabout along the adjusted realignment design of CR 403 that will become a possible

intersecting connector with a planned subdivision called Chaparral Ranch on Property ID 58165, bordering east of the original alignment of CR 403 crossing Mays Creek. The roundabout will be designed to 30-mph horizontal and vertical TxDOT roadway criteria.

- The roundabout will incur the addition of at least one (1) small culvert structure to maintain positive drainage from the circular intersection.
- As part of the original realignment design of CR 403, the Client requested to repurpose the section of CR 403 planned to be obliterated as a new drainage channel to convey runoff from the northern regions of the delineated watershed. This new channel will be designed to accommodate the request, as well as convey all drainage from the proposed roundabout and adjacent facilities to Mays Creek.
- After coordination with the Client, to reduce the overall cost of the project and redirect construction funds to critical areas, the Project will no longer contain proposed box culvert additions to the existing bridge class culvert on SH 46 at Mays Creek. Proposed channel grading between SH 46 and FM 725 will also be omitted from the project scope.
- The new facilities will be dedicated to, owned, and operated by the Client. The design shall be to the standards of TxDOT and the Client, but to the requirements of the Client.
- Additional work on TxDOT, City of Seguin, and Guadalupe County facilities may be performed by others. This work and its support shall be outside the services being provided by the Engineer.

Preliminary Engineering, Schematic Design

The Engineer shall prepare conceptual schematics, exhibits, and/or diagrams for the purposes of general consent on design approach. These preliminary designs will be used in coordination meetings with the Client and shall serve as the basis for the full design plans. Conservative, preliminary cost estimates shall accompany these conceptual drawings when deemed appropriate.

Plans, Specifications and Estimates

The Engineer shall design plans to accommodate the additional drainage, retaining wall, and roadway infrastructure improvements. Design elements shall include all elements as required by the Client, such as drainage, roadway, signage, striping, typical sections, traffic control and earthwork. All design elements shall conform to TxDOT and City of Seguin standards, and those laid out in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). For this, the following plan sheets shall be included:

- Revisions to the cover sheet.
- Revisions to the index of sheets.
- Revisions to the general notes.
- Revisions/additions to the summaries of quantities.
- Revisions/additions to the proposed typical sections.
- Revisions/additions to the traffic control plans and sequence of work.
- Revisions to the demolition and removal plans.
- Revisions/additions to the roadway plan and profile sheets (sidewalk, rail, etc.).
- Revisions/additions to the drainage plan and profile sheets (ditches, grading, etc.).
- Revisions/additions to the signing and striping sheets.
- Additional standard details from TxDOT and City of Seguin.

Project Management, Meetings and Coordination

The Engineer shall provide technical support to the Client during scheduled meetings with GLO, TxDOT, utility companies, other regulatory agencies, and any other entities. General coordination time is expected between the Client, Engineer, the design team, and/or other providing services in relation to the project. Furthermore, additional coordination time is expected between the Engineer and Contech/Keystone to ensure design/plan progress.

Design Survey

As part of the roadway realignments and adjustments of CR 402 and CR 403, additional survey is required to properly tie the proposed designs into existing ground, identify possible utility conflicts or other obstacles, and determine ROW boundaries. As such, the Engineer shall conduct the following:

- Perform the necessary research and surveying to establish apparent ROW and capture topographic ground data of the areas determined by the Engineer.
- Perform One-Call for identification/location of registered utilities within the determined areas.
- Obtain sufficient topographic data to create 1-foot contours and locate all existing improvements and utilities within each subject area.

Topographic surveys will be obtained in the following regions:

- Region 1 will begin within TxDOT ROW approximately 1,280 feet north of FM 725 along SH 46 and end 1,540 north of the mentioned intersection. The region width will be ROW to ROW.
- Region 2 will begin east of the T-intersection of SH 46 and Alta Vista Ter within Property ID 58234, owned by Guadalupe River Center, LLC. The region will be 120 feet wide and follow the proposed CR 403 alignment approximately 460 feet into the property.
- Region 3 will begin along CR 402 approximately 460 feet west of CR 401 and end at CR 401. The width of the region is 75 feet wide at the beginning of the survey and increases to 210 feet at the end of the survey.

The extent and detail of the additional survey shall be sufficient to accommodate for all elements of designs. This includes, but is not limited to, location of all roadway elements, location of striping, location of pavement and concrete structure, and horizontal location of buried utilities.

Additional Geotechnical Services

The proposed Contech and Keystone structure and reinforced wall work will require additional soil information for an accurate and stable design. Corsair, the original subconsultant, will conduct the following services to accommodate the additional soil information required for the structure and reinforced wall work:

- Mark soil bore locations and coordinate with utilities.
- Engineering staff on-site during drilling operations for soil bores.
- Drilling operations.
 - Mobilization and demobilization of rig.
 - Lodging, meals and traveling for drilling crew.
- Sample classifications, laboratory coordination and boring log generation.
- Retaining wall analyses and recommendations.

- Update Geotechnical report.
- Determine unconfined compressive strength of soil.
- Determine one-dimensional consolidation properties of soil.
- Conduct direct shear test of soils under consolidated drained conditions.
- Determine calcium carbonate content of soils.
- Collect soil/rock cores with traffic control.
- Determine moisture content of soil.
- Determine liquid limit of soils.
- Determine plastic limit of soils.
- Conduct particle size analysis of soils.
- Determine amount of material in soils finer than the #200 sieve.

See Attachment E list of specific/additional tasks and fees.

Exclusions

The following items shall be considered excluded from this specific scope of services and corresponding fee schedule. Where possible, some items may be provided upon future request and amendment to this agreement.

- Any design of site elements beyond what is explicitly enumerated herein including, but limited to, geotechnical engineering and pavement design.
- Any alterations to the design of others.
- Submittal and review fees of any kind. Client will be responsible for any permitting or fiscal fees required by any regulatory agencies.
- Americans with Disabilities Act (ADA) compliance certification.
- Landscape architecture, beautification, and lighting outside of any safety lighting required by the reviewing agency.
- Preparation of Water Pollution Abatement Plans (WPAP) or Contributing Zone Plans (CZP).
- Environmental resource inventory.
- Geological assessment.
- Cost Estimating Format (CEF) mitigation plan.
- Agency coordination or permitting for environmental purposes, including, but not limited to, Texas Historical Commission, Texas Parks and Wildlife Department, or US Fish and Wildlife Service.
- United States Army Corps of Engineers (USACE) coordination, receipt of USACE concurrence, or USACE Approved Jurisdictional Determination Form, or a Preliminary Jurisdictional Determination Form
- Presence/absence surveys.
- Additional environmental clearances beyond what is outlined above.

Expiration of Proposal

This proposal is null if not signed and executed within thirty (30) calendar days upon submittal to the Client unless; (1) BGE extends the time in writing; or (2) at the sole option of BGE, BGE accepts the Client's written or oral authorization to proceed with services, in which event the terms of the authorization shall include all the terms and conditions as stated in the Professional Service Agreement.

FEE SUMMARY

The Engineer shall be compensated on a Lump Sum basis for the work performed. Fees will be billed on a monthly basis and shall be payable upon receipt. Lump sum fees do not reflect the amount of any applicable sales tax that may be imposed. See Attachment C for a more in-depth breakdown of the various efforts and associated fees.

Preliminary Engineering, Schematic Design	\$16,000.00
Plans, Specifications, and Estimates	\$131,000.00
Project Management, Meetings and Coordination	\$12,750.00
Design Survey	\$26,500.00
Redirected Effort	-\$34,025.00
Contech-Keystone Design Services	\$20,000.00
Additional Geotech Services	\$18,567.03
Total	\$190,792.03

[1] – Guadalupe River Dr (CR 402) Work
Description of Items
<p>Preliminary (Conceptual) Engineering:</p> <ul style="list-style-type: none"> • Prepare Option 1 concepts (widening only, new culverts, 2 sidewalk variants). <ul style="list-style-type: none"> ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary sidewalk design. ○ Develop preliminary pavement marking design. ○ Develop preliminary cross culvert design. ○ Develop preliminary cost estimate. • Prepare Option 2 concepts (widening-realignment, new culverts, 2 driveway variants). <ul style="list-style-type: none"> ○ Develop preliminary roadway alignment design. ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary sidewalk design. ○ Develop preliminary pavement marking design. ○ Develop preliminary cross culvert design. ○ Develop preliminary cost estimate. • Prepare Option 3 concepts (widening only, new bridge, 2 sidewalk variants). <ul style="list-style-type: none"> ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary sidewalk design. ○ Develop preliminary pavement marking design. ○ Develop preliminary bridge design. ○ Develop preliminary cost estimate. • Prepare Option 4 concepts (widening-realignment, new bridge, 2 driveway variants). <ul style="list-style-type: none"> ○ Develop preliminary roadway alignment design. ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary sidewalk design. ○ Develop preliminary pavement marking design. ○ Develop preliminary bridge design. ○ Develop preliminary cost estimate. <p>PS&E (New):</p> <ul style="list-style-type: none"> • Additional survey. <ul style="list-style-type: none"> ○ 460-foot segment adjacent to the south of the CR 402 corridor, beginning from 75-foot to 210-foot wide. • Develop final roadway alignment design. • Develop final roadway widening and transition design. • Develop final sidewalk design. • Develop final roadway and sidewalk rail design. • Develop plan and profile sheets to accommodate new design. • Develop final signing and pavement marking design. • Develop new signing and pavement marking sheets. • Develop final cross culvert design. • Modify cross culvert sheet for final design. • Modify removal layout sheet for final design. • Modify TCP narrative for final design. <p><u>PS&E (Original):</u></p> <ul style="list-style-type: none"> • <u>Original design – proposed single box culvert addition with new metal beam guard fence.</u>

[2] – River Oak Dr (CR 403) Work
Description of Items
<p>Preliminary (Conceptual) Engineering:</p> <ul style="list-style-type: none"> • Prepare Option 1 concept (realignment only). <ul style="list-style-type: none"> ○ Develop preliminary roadway alignment design. ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary pavement marking design. • Prepare Option 2 concept (realignment, roundabout east of CR 403). <ul style="list-style-type: none"> ○ Develop preliminary roadway alignment design. ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary roadway roundabout design. ○ Develop preliminary pavement marking design. • Prepare Option 3 concept (realignment, roundabout west of/on CR 403). <ul style="list-style-type: none"> ○ Develop preliminary roadway alignment design. ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary roadway roundabout design. ○ Develop preliminary pavement marking design. • Prepare Option 4 concept (realignment, T-intersection on CR 403). <ul style="list-style-type: none"> ○ Develop preliminary roadway alignment design. ○ Develop preliminary roadway widening and transition design. ○ Develop preliminary roadway intersection design. ○ Develop preliminary pavement marking design. <p>PS&E (New):</p> <ul style="list-style-type: none"> • Additional survey. <ul style="list-style-type: none"> ○ 260-foot segment further north in SH 46 corridor, ROW-to-ROW. ○ 460-foot segment between surveyed portions of SH 46 and CR 403 corridors, 120-foot wide. • TIA required by TxDOT (see following table – Section [3]). • Develop final roadway alignment design. • Develop final roadway widening and transition design. • Develop final roadway roundabout design. • Develop final sidewalk design. • Develop final roadway and sidewalk rail design. • Modify plan and profile sheets for final design. • Develop final signing and pavement marking design. • Modify signing and pavement marking sheets. • Develop final cross culvert design. • Modify cross culvert sheet for final design. • Develop final drainage design. • Develop sheets for final drainage design. • Modify removal layout sheets for final design. • Modify TCP narrative for final design. <p><u>PS&E (Original):</u></p> <ul style="list-style-type: none"> • <u>Original design – proposed CR 403 realignment to tie into SH 46 with a single cross culvert with accommodating metal beam guard fence, and roadside ditches.</u>

Note: Items italicized and underlined are considered part of the original scope and not factored into the fee summary.

[3] – Proposed CR 403 at SH 46 TIA Work
Description of Items
<p>PS&E (New):</p> <ul style="list-style-type: none"> • Ordered traffic counts. • Performed traffic projections, including calculations of traffic generated by nearby developments. • Performed operation analysis with Synchro software. • Performed turn lane evaluations. • Detailed results in TIA report.
[4] – SH 46 (at Mays Creek) Work
Description of Items
<p>PS&E (New):</p> <ul style="list-style-type: none"> • Develop final cross culvert design. • Modify cross culvert sheet for final design. • Develop final grading design. • Develop sheets for final grading design. • Modify removal layout sheets for final design. • Modify TCP narrative for final design. <p><u>PS&E (Original):</u></p> <ul style="list-style-type: none"> • <u>Original design – proposed single box culvert additions with accommodating C223 rail and metal beam guard fence, and upstream/downstream channel grading within the ROW.</u>
[5] – Guadalupe River Dr (CR 402) TCP Work
Description of Items
<p>Preliminary (Conceptual) Engineering:</p> <ul style="list-style-type: none"> • Prepare new Option 3 concept (CR 402 Option 2 modified for phased construction). <ul style="list-style-type: none"> ○ Develop preliminary phased construction of Option 2 concepts presented on 1/10/23.

<i>[6] – Guadalupe River Dr (CR 402) Contech Structure Work</i>
Description of Items
<p>Preliminary (Conceptual) Engineering:</p> <ul style="list-style-type: none"> • Initial coordination with Contech. • Develop preliminary cross structure design. <p>PS&E (New):</p> <ul style="list-style-type: none"> • Modify final roadway alignment design. • Modify final roadway widening and transition design. • Modify final sidewalk design. • Modify final roadway and sidewalk rail design. • Modify plan and profile sheets. • Modify final signing and pavement marking design. • Modify signing and pavement marking sheets. • Modify cross structure design. • Modify cross structure sheet for final design. • Modify removal layout sheets for final design. • Modify final grading design. • Modify sheets for final grading design.

<i>[7] – River Oak Dr (CR 403) New Alignment Work</i>
Description of Items
<p>Preliminary (Conceptual) Engineering:</p> <ul style="list-style-type: none"> • Prepared new alignment option that is more parallel with FM 725. <ul style="list-style-type: none"> ○ Prepared possible engineering fee associated with new alignment option.

<i>[8] – Guadalupe River Dr (CR 402) Retaining Wall Work</i>
Description of Items
<p>PS&E (New):</p> <ul style="list-style-type: none"> • Develop new retaining wall alignments for final design. • Develop new retaining wall layout and detail sheets. • Coordination with Contech and Keystone. • Plan updates to accommodate Contech structure and Keystone retaining walls.

<i>[9] – Guadalupe River Dr (CR 402) Additional Geotech</i>	
Description of Items	
PS&E (New): <ul style="list-style-type: none">• Additional geotechnical services to accommodate for Keystone retaining walls, supplement foundation design for Contech structure.<ul style="list-style-type: none">○ 2 drilling bore locations.○ Updates to geotechnical report.	

<i>[10] – Contech-Keystone Design Services</i>	
Description of Items	
PS&E (New): <ul style="list-style-type: none">○ Sub-agreement between BGE and Contech and Keystone for use of their design services to fully design and submit plans comprising of the currently proposed Contech Bridgecor structure, or equivalent, on CR 402, as well as the Keystone Broadstone reinforced block walls, or equivalent.	

<i>Engineering Fee Summary</i>		
Section	Additional Fee	Savings
[1] – CR 402 Work	\$59,250.00	
[2] – CR 403 Work	\$57,000.00	
[3] – CR 403 TIA Work	\$15,000.00	
[4] – SH 46 Work		\$34,025.00
[5] – CR 402 Conceptual Work	\$1,500.00	
[6] – CR 402 Contech Structure Work	\$22,750.00	
[7] – CR 403 New Alignment Work	\$1,500.00	
[8] – CR 402 Retaining Wall Work	\$29,250.00	
[9] – CR 402 Additional Geotech	\$18,567.03	
[10] – Contech-Keystone Design Services	\$20,000.00	
<i>Combined Totals:</i>	<i>\$190,792.03</i>	

Note: Items italicized and underlined are considered part of the original scope and not factored into the fee summary.

PROPOSAL FOR PROFESSIONAL SERVICES

To: Matt Baker
7330 San Pedro, Suite 202
San Antonio, TX 78216

Date: January 9th, 2024
Project: GLO Mays Creek CR 403
Location: Seguin, Texas

Contech Engineering, Professional Corporation ("Contech") is pleased to provide the following professional services proposal for the BridgeCor® Structural Plate and Keystone® ("Product") for the above referenced project ("Project"). This proposal, if accepted by BGE ("Client") within thirty (30) days of the date hereof, shall constitute a binding contract and incorporates by reference Contech's Standard Terms and Conditions for Professional Services. Any different or additional terms or conditions contained in Client's acceptance of this proposal are hereby objected to by Contech and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Contech's authorized representative.

I. PROFESSIONAL SERVICES

Description of Professional Services:

Contech proposes to provide Client the following professional services ("Services") signed and sealed by a Professional Engineer registered in the State of Texas.

- Prepare Contech Construction Drawings (CCDs) for the BridgeCor® Structural Plate and Keystone® products as well as engineering calculations and a foundation design in accordance with the project drawings, information provided by BGE, in addition to recommendations from the project geotechnical report.

Description of Structure Product:

The material cost for the structure product associated with the proposed engineering services is estimated to be **\$286,750**. This includes the following:

84 L.F. of 37'-0" span x 18'-9" rise BRIDGECOR® Single Radius Arch – **\$254,250**

- Design Criteria – HL-93 Live load, 7 gage, 2 ft. min cover, and 11 ft. max cover – 4 ft design cover
 - Cover is measured from the top of the structure (corrugation crest) to the bottom of a flexible pavement and to the top of a rigid pavement.
- Plate layout drawings
- On-site consultation during installation
- Freight for plate materials to the project site (or nearest truck-accessible location)
- 10-days of backfill monitoring
- A-Jacks detail showing integration of scour protection along foundations and retaining walls.

3,500 SF of Keystone Broadstone Retaining Wall system – San Antonio Blend – **\$32,500**

- Construction shop drawings
 - Designed for rapid drawdown
- Freight for Keystone materials to the project site (or nearest truck-accessible location)
- Geogrid material for Soil reinforcement
- Pins for block connections
- Wall cap blocks
- Attached Keystone ESA needs to be reviewed and signed in addition to page 2 of this document (pages 4 and 5 of this document)

This material estimate is preliminary and may change upon further refinement of the design and review of site parameters. The material estimate is based on material costs as of January 9th, 2024 and is subject to change at the time of final quote or order.

Exclusions/Work Provided by Others

Client shall provide Contech with full information regarding the Project's design requirements, including but not limited to project plans (including drainage, grading, and utility plans) and specifications, site topography data, special structural or loading requirements, geotechnical report that provides bearing capacity and foundation recommendation at the bridge location and soil boring data, hydrological and flood plain data, hydraulic sizing, scour analysis, and any special owner/governing agency requirements.

Contech shall have no responsibility for any permitting, installation or construction activities or services of any kind, shoring design, shoring means and methods, inspections, investigations, reports, or data unless specifically provided in Contech's scope of work above.

Anticipated Schedule

It is anticipated that design will commence upon acceptance of this proposal and receipt of the project information, drawings, and recommendations from Geotech Report. Contech anticipates design services and deliverables will be provided 3 to 5 weeks for both the BridgeCor and Keystone designed from commencement of work.

The drawings will be subject to one review by Client. Revisions required due to errors on Contech plans or omissions from Contech plans will be completed under this scope of services. Any further revisions or changes to the scope of services described will be subject to additional fees.

In the event of an order, the below fee will be removed from the price outlined in the "Description of Product" section.

Fees for Professional Services

Contech will provide the services outlined above for a lump sum fee of \$20,000 to be billed upon the completion of services. Payment terms are net 30 days from date of invoice.

We appreciate the opportunity to serve you and look forward to a successful project.

ACCEPTED this ____ day of _____, 20____,
subject to all terms and conditions
contained herein.

CLIENT: _____

By: _____


(Signature)

Print Name: _____

Title: _____

PO No. _____

Respectfully submitted,



Jonathan Mohler
Bridge Consultant – Central and South Texas

CONTECH'S STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

All professional services, including without limitation, engineering, design services, detailed drawings, training, consulting and analysis, provided by Contech (collectively, the "Services") are subject to the following terms and conditions ("Agreement"). CLIENT'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO CLIENT'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING AGREEMENT, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON CONTECH. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Contech objects to any additional or different terms contained in any documentation submitted by Client.

1. **SCOPE.** The scope of work for the Services to be provided to Client is specifically set forth in Contech's proposal or quote (collectively, "Quote"). If Client requests a change in the scope of the Services to be provided, Contech reserves the right to revise schedules and price. Contech will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. **CLIENT OBLIGATIONS.** Client shall make available in a timely manner at no charge to Contech all drawings, technical data, measurements, or other information and resources reasonably required by Contech for the performance of the Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client.

3. **TAXES AND PAYMENT TERMS.** Unless otherwise stated in the Quote, Contech's price for Services does not include applicable sales, use, or similar taxes, and standard payment terms are net 30 days for creditworthy Clients. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Client shall be liable to Contech for all costs of collection, including without limitation reasonable attorneys' fees and court costs.

4. **LIMITED WARRANTY.** Contech will provide the Services in accordance with generally accepted industry practices using reasonable care and skill consistent with that ordinarily exercised by members of the industry under similar conditions. However, due to the nature of the Services being provided, Contech cannot fully guarantee the success of Client's project. As such, except as set forth in this Section, Contech makes no warranties or guarantees, whether express, implied, or statutory, regarding or relating to the Services furnished under this Agreement. Contech specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Services.

5. **REMEDY FOR BREACH OF THE LIMITED WARRANTY.** The parties acknowledge and agree that the Services are being provided by Contech with the expectation that Contech is not assuming any financial or operational risks of the Client. In the event Contech commits an error with respect to or incorrectly performs the Services, Contech shall use commercially reasonable efforts to correct such error, or re-perform such Services at no cost to Client. Client acknowledges that its sole and exclusive remedy, and Contech's sole and exclusive liability, for any defect or error in the Services shall be correction, re-performance or substitution of such services by Contech.

6. **LIMITATION OF LIABILITY.** Contech's liability for a claim of any kind related to the Services, whether arising under contract, warranty, tort (including negligence), strict liability, products liability or other theory of liability, shall be limited to and not exceed the price paid by Client for Services. In no event shall Contech be liable for any special, indirect, labor, incidental or consequential damages, including without limitation, loss of profits or business interruption or loss of use of equipment, however caused, arising from or related to the Services. Any claim, demand or suit shall be directed and/or asserted only against Contech and not against any of Contech's affiliates, employees, officers or directors.

7. **DELIVERY/FORCE MAJEURE.** Contech shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Contech.

8. **CANCELLATION, SUSPENSION OR DELAY.** Client agrees to Contech's performance of the Services in accordance with the date shown on the Quote. Client may cancel or suspend or delay by more than 30 days an order for Services only upon written notice and payment to Contech of all labor, material, and other costs incurred by Contech prior to such notice plus 25% administrative charge as reasonable estimate of damages for cancellation, suspension or delay.

9. **OWNERSHIP.** Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Contech (collectively the "Documentation") are owned by and the property of Contech. Contech shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Client agrees to indemnify and hold Contech harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Client or any person or entity that acquires or obtains the Documentation from or through Client without the written authorization of Contech. Contech shall have no liability to Client or others for changes made to the Documentation by Client without Contech's prior written approval.

10. **INDEMNITY.** Client shall indemnify and hold Contech harmless from all claims, damages, costs, fees, liabilities, losses, and expenses (including reasonable attorneys' fees and expert fees) as a result of any breach of this Agreement by Client or in connection with the Services by Contech under this Agreement, including without limitation, use of drawings, data or other information. However, in no event shall Client be liable under this provision for claims arising out of the sole negligence or willful misconduct of Contech.

11. **ASSIGNMENT.** Client may not assign the Agreement between Contech and Client without the prior written consent of Contech.

12. **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contech. Contech's Services are being performed solely for Client's benefit, and no party or entity shall have any claim against Contech because of this Agreement or the performance or nonperformance of the Services.

13. **INDEPENDENT CONTRACTORS.** Each party will be, and act as, an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

14. **SEVERABILITY.** In the event any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **PERIOD OF LIMITATIONS.** Client and Contech agree that a claim of any kind by Client related to the Services must be commenced by Client within one year of accrual of the cause of action or, if less, one year of performance of the Services.

16. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to any conflict of laws principles. Client and Contech agree and consent that dispute or legal action arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be brought and tried exclusively in the Butler County Court of Common Pleas in Hamilton, Ohio or, in the absence of jurisdiction, the federal district court in Cincinnati, Ohio.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between Client and Contech and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Contech.



Engineering Services Agreement

Date: January 9th, 2024

Client: Matt Baker

BEG - 7330 San Pedro, Suite 202

San Antonio, TX 78216

Project: GLO Mays Creek CR 403

Seguin, Texas

Keystone Project Number 23-239

KEYSTONE Retaining Wall Systems (KEYSTONE) will provide to the Client engineered drawings and calculations for the retaining structure(s) on the referenced project in accordance with Client furnished information and subject to the terms and condition of this agreement.

A. FEE

<u>3,500 SF</u>	<u>\$9.29 / SF</u>	<u>\$32,500</u>
Approx. Surface Area	Unit Price/LS	Total

- Quantity determined per submitted drawings and Total shall be considered a lump sum amount for the work submitted. Any changes directed by Client or requested by the Owner or approving engineer after submittal will be reviewed prior to any modification of contract total. Client will be advised and approve in writing any additional work required prior to work being completed. Please note that a reduction in work scope or wall area after submittal can result in additional engineering charges. Additional revisions or modifications will based on the hourly rates listed in Section E.

B. SCHEDULE

- Drawings and calculations will be provided three (3) weeks after complete receipt of signed Engineering Services Agreement and all necessary Client furnished project information.

C. SCOPE OF WORK

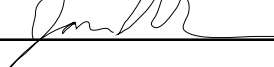
- KEYSTONE shall provide construction shop drawings of the KEYSTONE retaining wall design for Client's submission to engineer/architect of record. Electronic drawings in PDF format (11" x17") are typically provided unless special arrangements are made for larger drawing size and/or printed copies. Engineering fee includes the cost of the design document preparation and submittal including the initial customary review comments and minor revisions required.
- KEYSTONE shall provide design calculations for the KEYSTONE retaining wall design based upon the site information furnished by the Client using Keystone design procedures and consistent with the standard skill and care of an engineer practicing in this profession.

The parties below have accepted, made, and executed this agreement upon the terms, conditions, and provisions stated above and on the second page attached. Any different or additional terms or conditions contained in Client's acceptance of this agreement, whether by purchase order or otherwise, are hereby objected to by KEYSTONE and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Keystone's authorized representative.

ACCEPTANCE

Signature: _____
Name: _____
Title: _____
Email: _____
Phone: _____
Date: _____

Keystone Retaining Wall Systems LLC

Signature:  _____
Name: Jonathan Mohler
Title: Bridge Consultant
Email: Jonathan.mohler@conteches.com
Phone: 210-383-5360
Date: 01/09/2023

KEYSTONE'S STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

D. CLIENT RESPONSIBILITY

- Client shall provide Keystone with full information regarding the project's design requirements including but not limited to project plans and specifications, site topography data, special structural or loading requirements, geotechnical report and soil boring data, hydrological and flood plain data, and any special owner/governing agency requirements.

E. CHANGES

- Client assumes full responsibility and shall hold KEYSTONE harmless against any claims arising from any changes made to the plans or specifications by the Client or persons other than KEYSTONE unless Client has given KEYSTONE prior notice and has received written consent for such changes.
- Changes requested after drawing and design preparation have been substantially completed may require additional compensation at the sole determination of KEYSTONE. Client will be advised and approve in writing any additional work required prior to work being completed. Hourly rates are: Staff Engineer - \$100/hr and Principal Engineer - \$150/hr.

F. EXCLUSIONS

- KEYSTONE shall not have control over or be held responsible for final wall certification, certification letters, or construction certification site inspection, testing, construction methods and procedures, or for safety precautions or programs in connection with the work. In the case of delegated designs, Keystone shall not take on responsibility beyond the scope of work stated. A third-party engineer must be hired by the client/contractor to provide the additional services required of the delegated design.
- KEYSTONE shall have no responsibility for any site or soil investigation required to determine the suitability of the adjacent or underlying material to support the Keystone structure unless specifically otherwise provided in the scope of work of this agreement. Calculations provided are for internal stability of the Keystone wall structure only. External stability, including but not limited to foundation and slope stability is the responsibility of the Owner.
- KEYSTONE shall have no responsibility for structural design or detailing of items not directly related to the retaining structure design unless otherwise provided in the scope of work of this agreement. These items may include but are not limited to guardrails, light pole foundations, utilities, storm drainage, and headwalls.
- KEYSTONE shall not have control over, be held responsible for, or provide design or guidance related to site excavations or slope layback angles required to install retaining walls.

G. TERMS

- KEYSTONE shall invoice the Client for engineering services upon completion and submittal of the documents. Payment of each invoice is due and payable by Client within thirty days of receipt of invoice. Unless otherwise stated in the Agreement, KEYSTONE's price for engineering services does not include any applicable sales, use, or similar taxes. Amounts unpaid sixty (60) days after the invoice date shall incur late charges of one 1-1/2% monthly (18% annual rate) or the maximum allowed by state law.
- In the event litigation or collection actions are necessary to enforce this agreement, then the prevailing party shall be entitled to recover its attorney's fees and court costs.

H. LIMIT OF LIABILITY

- KEYSTONE shall not be held responsible for any damages or be held in default due to acts of God, war, riots, fire, flood, or other delays unavoidable or beyond KEYSTONE's reasonable control, delays caused by failure of Client or Owner's agents to furnish information or to approve or disapprove KEYSTONE's work promptly, or due to late, slow, or faulty performance by Client, other contractors or engineers, or governmental agencies, the performance of whose work is precedent to or concurrent with the completion of KEYSTONE's work.
- KEYSTONE's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found, other than professional errors and omissions, shall be limited to our general liability insurance coverage, if coverage is provided, which we maintain with limits no less than \$1,000,000.
- Due to the disproportionate amount of risk involved as compared to the fee charged, Client agrees to limit KEYSTONE's liability for any damages on account of any error, omission, or other professional negligence, to a sum not to exceed \$50,000 or our fee, whichever is greater. In no event shall KEYSTONE be liable for any special, indirect, labor, incidental or consequential damages, including without limitation, loss of profits or business interruption or loss of use, however caused, arising from or related to the Services. As the Client's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against KEYSTONE and not against any of KEYSTONE's employees, officers or directors.

I. THIRD-PARTY BENEFICIARIES

- Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against KEYSTONE. KEYSTONE's services are being performed solely for Client's benefit, and no party or entity shall have any claim against KEYSTONE because of this Agreement or the performance or nonperformance of the Services. Client may not assign the Agreement between KEYSTONE and Client without the prior written consent of KEYSTONE.

ATTACHMENT E

EXHIBIT D-FEE SCHEDULE (Corsair)

PRIME PROVIDER NAME: BGE, Inc.
CONTRACT NUMBER:
PROJECT NAME: Seguin GLO

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	FIELD ENGINEER	EIT	SENIOR ENGINEERING TECH	TOTAL LABOR HRS. & COSTS
ROUTE & DESIGN STUDIES (FC 110)							
Geotechnical Services							
Mark Soil Bore Locations/ Utility Call-ins			1			2	
Field Personnel During Drilling		1			12		
Sample Classification, Laboratory Coordination and Boring Log Generation		1	4		6		
Wall Analysis and Recommendations	1	3	6		12		
Geotechnical Report	1	2	4		8		
HOURS SUB-TOTALS	2	7	15	0	38	2	64
CONTRACT RATE PER HOUR	225.47	191.02	159.71	109.60	93.94	78.29	
TOTAL LABOR COSTS	\$450.94	\$1,337.14	\$2,395.65	\$0.00	\$3,569.72	\$156.58	\$7,910.03
% DISTRIBUTION OF STAFFING	5.7%	16.9%	30.3%	0.0%	45.1%	0.0%	
SUBTOTAL (FC 110)							\$7,910.03

	Corsair - OTHER DIRECT EXPENSES				
Other Direct Expenses	Unit	Fixed Cost	Maximum Cost	Quantity	Total Cost
Lodging/Hotel - Taxes and Fees	day/person	Current State Rate	\$35.00	2	\$70.00
Lodging/Hotel (Taxes/fees not included)	day/person	Current State Rate	\$96.00	2	\$192.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	Current State Rate	\$55.00	2	\$110.00
Mileage	mile	Current State Rate	0.55	500	\$275.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		\$2,800.00		\$0.00
Mobilization and Demobilization of Drilling Rig	per mile		\$4.50	500	\$2,250.00

TOTAL	\$2,897.00
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EXHIBIT D-FEE SCHEDULE (Corsair)

PRIME PROVIDER NAME: BGE, Inc.
CONTRACT NUMBER:
PROJECT NAME: Seguin GLO

Corsair - UNIT COSTS					
Unit Costs					
Services To Be Provided	Test Code/Method	Unit	COST	QUANTITIES	TOTAL COST
Standard Proctor Test	ASTM D698	each	\$280.00		\$ -
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$200.00		\$ -
Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$60.00	2	\$ 120.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$325.00	2	\$ 650.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$65.00		\$ -
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$850.00	4	\$ 3,400.00
Calcium Carbonate Content of Soils	ASTM D4373	each	\$48.00	2	\$ 96.00
Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	\$35.00	60	\$ 2,100.00
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	\$40.00		\$ -
Soil Boring/Rock Coring without TCP (< 60 ft.)	N/A	LF	\$32.00		\$ -
Determining of Moisture Content in Soils	TEX103-E	each	\$13.00	18	\$ 234.00
Determining Liquid Limit of Soils	TEX 104-E	each	\$35.00	6	\$ 210.00
Determining Plastic Limit of Soils	TEX 105-E	each	\$35.00	6	\$ 210.00
Particle Size Analysis of Soils	TEX 110-E	each	\$70.00	6	\$ 420.00
Determining the Amount of Material in Soils Finer than the 78 micrometer (No. 200) Sieve	TEX 111-E	each	\$40.00	8	\$ 320.00
					\$ -

PROPOSED BORINGS
2 @ 30' wall

Total	\$ 7,760.00
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SUMMARY	
TOTAL Labor COSTS	\$7,910.03
NON-SALARY (OTHER DIRECT EXPENSES)	\$2,897.00
NON-SALARY (OTHER UNIT COSTS) \$	7,760.00
GRAND TOTAL	\$18,567.03