

## **PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement (the "Agreement") is effective this the 5th day of May, 2015 between the City of San Marcos, Texas, a home-rule municipal corporation, (the "City"), 630 East Hopkins, San Marcos, Texas 78666 and Espey Consultants, Inc. dba RPS (the "Engineer"), 2777 North Stemmons Freeway Ste. 1102, Dallas, TX 75207, for the Engineer's provision of professional consulting services in connection with the Water Reuse System Expansion Project (the "Project").

The City and the Engineer agree as follows:

### **ARTICLE 1 ENGINEER'S SERVICES AND STANDARD OF PERFORMANCE**

- A.** The term of this Agreement begins on the effective date established above and will end upon the Engineer's completion, and the City's acceptance of all services included in this Agreement. The Engineer agrees to provide the City with the services described in Attachment A, Scope of Services, which is incorporated herein by reference for all intents and purposes, and which services may be more generally described as follows: preliminary engineering for capacity and site improvements for this Project.
- B.** The Engineer understands that time is of the essence and agrees to provide all design work and professional services in the most expedient and efficient manner possible in order to complete the Project in Seven Hundred and One (701) calendar days in accordance with the approved Project schedule included in this Agreement as Attachment B.
- C.** The Engineer will not subcontract any work under this Agreement without prior written approval from the City. In the event approval is given by the City, the Engineer will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.
- D.** The Engineer will perform all of its services in coordination with the City. The Engineer will advise the City of data and information the Engineer needs to perform its services and the Engineer will meet with City representatives at mutually convenient times to assemble this data and information.
- E.** Stephen Jenkins, P.E. is the Engineer's Project Representative assigned to this Project. The Engineer will not substitute another representative for this Project unless approved in writing by the City in advance of such proposed substitution. In the event the City and the Engineer cannot agree to the substitution of the Project Representative, the City may terminate this agreement.
- F.** The City will designate and notify the Engineer of its designation of an authorized Project representative who will act on the City's behalf with respect to this Agreement.
- G.** Any change to the scope of services described in Attachment A, must be by an approved

Authorization of Change in Services developed in accordance with the approved fee schedules and/or hourly rates stipulated in Attachment C and executed by the Engineer and the City prior to the work being performed.

## **ARTICLE 2 PAYMENTS TO THE ENGINEER**

In consideration of the Engineer's provision of services in accordance with all terms and conditions of this Agreement, the City will pay the Engineer in accordance with the terms set forth in Attachment C less any disputed amounts, pending resolution thereof. Except in the event of an Authorization of Change in Service executed by the Engineer and the City, the total cost of all professional services provided under this Contract may not exceed Eight Hundred, Twenty-Four Thousand, Seven Hundred Forty-Two and 0/100 Dollars (\$824,742.00). Reimbursable expenses including such things as expenses for plotting, reproduction of documents, auto travel mileage, delivery charges, long distance communications, freight, and state accessibility review, if any, will be paid in accordance with Attachment C. In the event that additional services are requested by the City, those costs will be identified in Attachment C. The Engineer will not include Federal taxes or State of Texas limited sales excise and use taxes in its invoices or vouchers and statement of costs. The City is exempt from payment of such taxes and the Consultant may retrieve a resale certificate for use on this Project from the State of Texas Comptroller's website.

## **ARTICLE 3 CITY'S RESPONSIBILITIES**

**A.** The City will provide information to the Engineer regarding the City's requirements for the Engineer's services under this Agreement. The City will furnish the Engineer with copies of data and information in the City's possession needed by the Engineer, at the Engineer's request. The City will provide this information and render decisions expeditiously for the orderly progress of the Engineer's services.

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

**C.** The City will be responsible for any other item listed specifically as the City's responsibility under Attachment A, Scope of Work.

**D.** Bear all costs incidental to this Article.

## **ARTICLE 3 ENGINEER'S RECORDS**

**A.** The Engineer will keep all of its expense records in a recognized accounting format

acceptable to the City and these records will be available to the City at mutually convenient times.

**B.** The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

**C.** The Engineer will furnish to the City documents related to the Project, including but not limited to correspondence, drafts, calculations, sealed plans and specifications and, at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

#### **ARTICLE 4 OWNERSHIP AND USE OF DOCUMENTS**

**A.** All documents prepared by the Engineer in connection with this Agreement are the property of the City whether any project related to this Agreement is executed or not. The City agrees that the Engineer's sealed plans and specifications are not intended or represented to be suitable for reuse for another project by the City or others. Any such reuse by the City or those who obtained said documents from the City without written verification or adaptation by the Engineer will be without liability or legal exposure to the Engineer.

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

#### **ARTICLE 5 TERMINATION OF AGREEMENT**

**A.** The City may terminate this Agreement for convenience and without cause upon at least thirty (30) calendar days prior written notice to the Engineer.

**B.** Upon the Engineer's receipt of any such notice of termination under this Article 5, it will cease work as directed in writing by the City. The City will compensate the Engineer for all services performed up to the date of the notice of termination, which are deemed by the City to be in accordance with this Agreement. The City will pay this amount upon the Engineer's delivering to the City all information and materials developed or accumulated by the Engineer in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

**C.** If applicable to this Agreement, funds for the payment for work performed by the Engineer under this Agreement have been provided through the City's budget approved by City Council for

the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Engineer acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

## **ARTICLE 6 WARRANTY AND INDEMNIFICATION**

***A. In performing all services under this Agreement, the Engineer or persons under the supervision of the Engineer will use that degree of care and skill normally exercised for similar projects by professional Engineers who possess special expertise in the types of services. The Engineer will ensure that all persons performing services under this Agreement possess the appropriate licenses under local, State or Federal law governing their respective discipline. As an experienced and qualified design professional, the Engineer warrants that the information it provides reflects high professional and industry standards, procedures, and performances. The Engineer warrants that the preparation of designs/drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Agreement, are pursuant to a high standard of performance in the profession. Any provisions in this Agreement pertaining to the City's review, approval and/or acceptance of written materials prepared by the Engineer and/or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Engineer's responsibility for the materials. Approval of the City will not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor will the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, subconsultants or subcontractors.***

**B.** The Engineer will promptly correct any defective designs or specifications it furnishes at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services under this Agreement or of the Project itself will in no way alter the Engineer's obligations or the City's rights under this Agreement nor will it diminish the Consultant's responsibility for the materials.

**C.** It is expressly agreed that the Engineer and its employees are independent contractors, and not agents, employees, partners or joint venturers with the City. As an independent contractor, the Engineer is responsible for the professional services and the final work product contemplated under this Agreement. Except for materials furnished by the City, the Engineer will supply all materials, equipment, and labor required for the provision of its professional services under this Agreement. The Engineer has ultimate control over the execution of its professional services and

it is the Engineer's sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, subconsultants and subcontractors, and the City has no control of or supervision over the employees of the Engineer or any of the Engineer's subconsultants or subcontractors. The Engineer will not pledge or attempt to pledge the credit of the City.

**D.** The work to be performed under this Agreement will be performed entirely at the Engineer's risk. The Engineer will at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City is not liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

***E. The Engineer will indemnify, hold harmless and defend the City and all its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional wrongful acts or omissions of the Engineer, its officers, employees or agents or by or on account of any claims or amounts recovered under the Workers' Compensation Laws of Texas or any other law, ordinance, order or decree, and its sureties will be held liable until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid have been settled and satisfactory evidence to that effect has been furnished to the City. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Engineer and/or its agents and/or employees. This obligation by Engineer will not be limited because of the specification of any particular insurance coverage in this Agreement.***

## **ARTICLE 7 INSURANCE**

**A. Coverage.** The Engineer will procure and maintain on a primary basis, at the Engineer's expense and for the duration of this Agreement insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Engineer or Engineer's agents, subcontractors or employees. Before commencing the work, the Engineer will furnish to the City a certificate or certificates in form satisfactory to the City (See Attachment D for example), showing that the Engineer has complied with this paragraph. Before commencing the work and within five (5) business days of the City's award of a contract, the Engineer must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect. Failure to meet the stated insurance requirements and provide the required certificate(s) and any necessary endorsements within five business days **may cause the contract to be terminated.** The City reserves the right to obtain complete, certified copies of all

required insurance policies at any time. The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Engineer's indemnity obligation, and it will be the Engineer's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Engineer from compliance with these requirements. The kinds and amounts of insurance required are as follows:

- 1) **Workers' Compensation Insurance and/or Employer's Liability Insurance:** In accordance with the provisions of the Workers' Compensation Act of the State of Texas and/or \$500,000.00/\$500,000.00 for Employer's Liability.
- 2) **Commercial General Liability Insurance:** (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate, Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.
- 3) **Business Automobile Liability Insurance.** – Limits of liability not less than \$1,000,000.00 per occurrence. The Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirement will be amended to allow the Engineer to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.
- 4) **Professional Liability Insurance.** – Limit of liability not less than \$1,000,000 per occurrence Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured will become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

**B. Endorsements/Waiver of Subrogation.** The Engineer agrees to provide commercial general liability insurance and motor vehicle insurance written with the City of San Marcos, Texas endorsed as an additional insured. A waiver of the carrier's right of subrogation against the City

of San Marcos is required for each insurance policy.

**C. Deductibles, Coinsurance Penalties, and Self-Insured Retention.** Engineer agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

**D. Subcontractor's Insurance.** The Engineer will ensure that each subcontractor employed by the Engineer for this Project purchases and maintains insurance of the types specified, provided that the Engineer's insurance does not afford coverage on behalf of the subcontractor.

**E. Certificate of Insurance Form.** The Engineer will furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "AVII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. All certificates will provide that coverage under the policies will not be canceled or non-renewed until at least thirty (30) calendar days prior written notice, or ten (10) calendar days notice of cancellation due to the non-payment of premiums is given to the City. Failure of the Engineer to demand a certificate or other sufficient evidence of full compliance with these insurance requirements or failure of the Engineer to identify a deficiency from the evidence that is provided as proof of insurance will not be construed as a waiver of the Engineer's obligation to maintain the required insurance coverage specified herein. If, in the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Engineer agrees to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to the Engineer until coverage is reinstated. Certificates and notices will be given to the City at the following address:

City of San Marcos  
Attn: Engineering and Capital Improvements Department  
630 E. Hopkins  
San Marcos, Texas 78666

**F. Right to Review and Adjust.** The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**A.** This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

**B.** As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

**C.** The Engineer will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

**D.** The Engineer hereby affirms that neither the Engineer the Engineer's firm nor any of its associates have made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide consulting services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the San Marcos City Code is not considered a valuable gift for the purposes of this Agreement. The Engineer further agrees that none of its paid personnel will be employees of the City or have any contractual relationship with the City. All activities, investigations and other efforts made by the Engineer pursuant to this Agreement will be conducted by employees, associates, or independent contractors of the Engineer.

**E.** In performing the services required under this Agreement, the Engineer will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Engineer agrees not to engage in employment practices, which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant by the Engineer may be regarded as a default by the Engineer of the Agreement.

**F** All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

**G.** Should any provision in this Agreement be found or deemed invalid, this Agreement will be construed as not containing the provision and all other provisions, which are otherwise lawful, will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable. Paragraph and section headings included in this Agreement are for convenience only and are not intended to define or limit the scope of any provisions of this Agreement.

**H.** All services provided pursuant to this Agreement are for the exclusive use and benefit of the City and this Agreement does not create any rights in third parties.

**I.** In performing all services under this Agreement, the Engineer, its agents, employees, subcontractors, successors and assigns will comply with all local, state and federal laws. the charter



and ordinances of the City of San Marcos and with all applicable rules and regulations promulgated by local, state, and federal boards, bureaus, and agencies. It is the Engineer's responsibility to obtain all necessary permits and licenses required to provide services required by this Agreement.

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

**K.** The City of San Marcos is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Engineer will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City. Upon receipt of a request for information under the Act, the City will immediately notify the Engineer of the request, and it will be the responsibility of the Engineer to object, within ten days of the City's receipt of the request, to the Texas Attorney General by way of a written request. If the Engineer fails to submit a letter to the Attorney General within ten days of the City's receipt of a request for information, the City shall release the information in accordance with the Act.

**L.** The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

**M.** In the event that the performance by either the City or the Engineer of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

**N.** In the event of a default or breach of this Agreement by the Engineer, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Engineer will not waive the City's ability to enforce the Agreement after that time.

**O.** No waiver by either party hereto of any term or condition of this Contract will be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**P.** If applicable, the Engineer will pay all license fees, royalties and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed Project.

**Q.** It is the City's intent to be proactive with regard to the environment. The City encourages "value purchasing" of environmentally friendly products. The Engineer is encouraged to utilize green solutions in performing any services under the Agreement, as appropriate.

**R.** The Consultant's attention is called to the fact that pursuant to San Marcos Ordinance No. 2013-57, as amended, all City of San Marcos owned and rented/leased properties are smoke free properties. All Consultants, their subconsultants and employees are prohibited from smoking while on City property. This prohibition includes the enclosed areas of public places and workplaces and within 10 feet of doors and windows of City-owned or rented buildings, all City parks and the grounds outside of any City building. This prohibition includes e-cigarettes and other inhaled vapor devices. The City may terminate this Agreement for noncompliance with this ordinance.

## **ARTICLE 9 SUCCESSORS AND ASSIGNS**

**A.** The City and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Engineer will not assign, sublet or transfer any of their rights or delegate or subcontract any of their duties under or interest in this Agreement in whole or in part, without the written consent of the other.

**B.** The Engineer will notify the City, in writing, of any change in its partnership/ownership within thirty (30) calendar days of such change.

## **ARTICLE 10 EXTENT OF AGREEMENT**

**A.** This Agreement, including any appendices and referenced attachments or exhibits represents the entire and integrated Agreement between the City and the Engineer and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Engineer regarding the intent of this Agreement, both parties agree that they will construe this Agreement in a manner consistent with the City's Request for Proposals, the Engineer's proposal response and the public record of the City Council's approval of this agreement as applicable. This Agreement may be amended only by written instrument, which must be signed by both the City and the Engineer. The San Marcos City Council must approve any such authorization of change in services or amendment if the compensation for which exceeds \$50,000.00. The City may agree to a revised completion date/extension of time at its sole discretion, and only upon receipt of a fully executed Authorization of Change in Services form.

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

C. In the event of any conflict between this Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

## **ARTICLE 11 NOTICES**

Notices required under this Agreement will be provided by the parties to one another and will be deemed received when sent by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:

Jared Miller, City Manager  
City of San Marcos  
630 E. Hopkins  
San Marcos, Texas 78666

To the Engineer:

Debbie Perkins, Chief Operating Officer  
Espey Consultants, Inc. dba RPS  
411 N. Sam Houston Pkwy E., Suite 400  
Houston, TX 77060

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement. Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

Approved As to Form:

By: \_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
(Date)

Approved for Processing:

\_\_\_\_\_  
Laurie Moyer, P.E.,  
Director of Engineering and Capital Improvements

City of San Marcos

RPS

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name/title)

Firm's License No. \_\_\_\_\_

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

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

Attest:

Attest:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

## **Attachment A - Scope of Services**

### **City of San Marcos Water Reuse System Expansion Project**

#### **Project Description**

The City of San Marcos (City) operates a water reuse system that presently serves two industrial customers south of the City. The first phase of the system was designed in 1999, with the design to add the second customer completed in 2011. In 2013, RPS assisted the City and Texas State University (the “University”) in conducting a study of the feasibility of expanding the water reuse system to provide makeup water for the University’s four thermal plants, irrigation of city parks, and reclaimed water service to other potential customers to replace potable water demands. The City has received funding for the planning and design of the project through the TWDB Clean Water State Revolving Fund (CWSRF).

Per the Request for Proposals (RFP 215-022), the proposed project includes the extension of approximately 8,300 LF of reclaimed water transmission pipeline to extend service to the University, addition of a high service reclaimed water pump to the existing reclaimed water pump station, and a 105 million gallon earthen storage reservoir located on property adjacent to the City’s wastewater treatment plant. The project construction will be phased with the first phase being the reclaimed water transmission main and a hydropneumatic tank to maintain system pressure for the Downtown Improvements irrigation system. Addition of the high service pump and the storage facility will be completed in subsequent phases of construction as funding allows. A Phase 1 evaluation of Aquifer Storage and Recovery (ASR) as an alternative to surface storage will be conducted as part of the project, as will evaluations of reclaimed water disinfection and filtration alternatives. No easements or right-of-way acquisition is required for the project and all project activities will take place within existing public rights-of-way and on city-owned property.

RPS has developed the following detailed scope of services to meet the goals and objectives of the project and produce an environmental information document, regulatory permitting, engineering design, and preparation of construction plans and specifications, with assistance through bid advertisement and award. The scope of services is divided into four tasks:

- Task 1 - Project Management
- Task 2 - Data Collection and Permitting
- Task 3 - Preliminary Engineering
- Task 4 - Final Engineering Design

#### **Scope of Work**

##### Task 1 – Project Management

This task will provide a firm foundation for overall project management, monitoring, and communication. This includes the general oversight and coordination of the Project Team as well as assisting in communications between the City and stakeholders. RPS will perform regular budget and schedule monitoring; prepare monthly invoices and project progress reports; manage subconsultants; conduct monthly project coordination meetings; and organize and attend City and public meetings. The following itemizes the meetings to be held:

- *Regular project meetings:* RPS will coordinate and attend regular monthly project meetings with the City and stakeholders to keep the Project Team informed of the project status. A total of sixteen (16) project meetings will be anticipated.
- *Environmental, TxDOT, and utility coordination meetings:* RPS will coordinate and attend up to four (4) meetings associated with TWDB approval of the Environmental Information Document (EID), obtaining TxDOT utility permits, and coordination with other utilities.
- *Project initiation meeting:* RPS will coordinate a meeting with City and TWDB to discuss critical project issues, such as project objectives, key delivery dates, project design approaches, CWSRF reporting requirements, and communication protocols and to receive from the City all pertinent construction plans, maps, and data related to the project, including information from Texas State University related to the delivery of reclaimed water.
- *Design workshop:* RPS will prepare an agenda and conduct a design workshop after the project initiation meeting. A design workshop is an effective method of establishing the design and operational preferences of the City and ensuring that those preferences are incorporated into the project design. The purpose of the design workshop is to establish design criteria for the project; review equipment and construction material options; evaluate O&M strategies; identify utility contacts; and establish standard project specifications.
- *Public Meetings:* RPS will attend up to two (2) meetings with the public and will be prepared to review project goals, project status, and answer questions. RPS will prepare exhibits d for public reference. City will be responsible for notification of stakeholders and other interested parties, preparing an agenda, and for conducting the meeting.

Deliverables: Agenda and meeting minutes for each project meeting and workshop.  
Monthly progress reports.

## Task 2 – Data Collection and Permitting

- *TxDOT Utility Installation Request.* RPS will coordinate the proposed alignment and design concept with TxDOT, including preparing and submitting a utility installation request for crossing IH-35 and responding to subsequent comments from TxDOT.

- *Aquifer Storage and Recovery (ASR) Feasibility Assessment – Phase 1.* RPS will conduct a preliminary assessment of the feasibility of Aquifer Storage and Recovery (ASR) for reclaimed water using a brackish water aquifer accessed from the 97-ac. tract adjacent to the San Marcos WWTP. The purpose of the preliminary assessment is to develop aquifer information that will advance to groundwater availability model (GAM) and preliminary drilling to collect site-specific data from which an actual engineering analysis can be completed. The scope of the Phase 1 assessment can be summarized as:
  1. Determine aquifer characteristics
    - a. Literature review.
    - b. Data collection.
    - c. Assessment of aquifer hydraulic properties.
  2. Aquifer storage modeling (assumes use of existing USGS model of saline Edwards)
  3. Preliminary opinion of project cost.
  4. Evaluation of regulatory and permitting issues.
  5. Documentation of results in a technical memorandum.
  
- *Reclaimed Water Pumping Evaluation.* Using the City's records of modifications to the reclaimed water pumps, RPS will perform pump tests to evaluate the head range of the existing pumps.
  
- *Environmental Information Document (EID):* An EID is required as a condition of funding through the CWSRF. The EID is developed as a separate, self-contained document that describes the project in sufficient detail so that reference to the CWSRF engineering documents will not be necessary, except for detailed design data. Work includes a constraints level analysis of natural and cultural resources subject to regulation and management overview by federal and state agencies. The EID will be developed in accordance with the current CWSRF guidelines and submitted for federal and state agency review in draft form. Review comments will be addressed in the final EID submitted to TWDB for approval.
  
- *Pipeline alignment topography and design survey.*
  - The design survey will use the City GIS ROW layer as the boundary lines.
  - Topographic survey, based on NAVD 88, with reference to City benchmarks and development of one-foot interval contours.
  - Vertical control established at an accuracy of 0.01 feet.

- The survey will include locations of physical features that may be affected by construction, including sidewalks (type), driveways (type), roadways, railroads, fences (type), walls, signs, mail boxes, planters, sheds, rock outcroppings, manholes, cleanouts, meter boxes, valve boxes, curbs (back of curb and lip), storm inlets, junction boxes, structures, power poles, guy wires, etc.
  - Rim and invert information will be provided for all accessible manholes.
  - Depth to valve operator will be provided for all accessible water valves.
  - Surveyed features located horizontally relative to NAD 83 State plane coordinates.
  - Horizontal control will be carried to second order accuracy.
  - Tree survey of trees 9" or larger.
- *Geotechnical investigation for reclaimed water pipeline design.*
    - Subsurface investigation consisting of:
      - ❖ Preliminary investigation. Drilling four (4) 20-ft deep pipeline borings, spaced as requested nominally about 1,000 ft apart, for preliminary information and design;
      - ❖ Drilling four (4) 20-ft deep supplemental pipeline borings at requested locations for final design.
      - ❖ Coring the bedrock continuously at the boring locations with NQ size core barrel;
      - ❖ Logging the borings as they are drilled;
      - ❖ Storing core in core boxes;
      - ❖ Bailing open boreholes to obtain a 24-hour water level reading;
      - ❖ Backfilling open boreholes with bentonite pellets and/or cement/bentonite mixture, and road patching materials; and
      - ❖ Installing one (1) piezometer at IH-35.
    - Laboratory services that include:
      - ❖ Moisture contents and unit dry weight determinations,
      - ❖ Sieve analyses (No. 4, 40 and 200),
      - ❖ Liquid and Plastic limit determinations, and
      - ❖ Unconfined Compression Tests.
    - Geotechnical Data Report (GDR) that compiles all field and laboratory testing into a report complete with boring logs, and laboratory and test results.
    - Geotechnical Design Memorandum (GDM) for reclaimed water storage reservoir and Open Cut Sections that addresses stable slopes for construction, groundwater conditions at the time of construction and effects on construction.



- *Subsurface Utility Engineering (SUE)*. SUE Quality Level A is provided as an allowable amount for locations of anticipated utility conflicts. Precise horizontal and vertical location of utilities will be obtained by precise measurements of exposed structures at given points. The results will be included in the plan documents. These locations include a maximum of three (3) locations to be identified at the IH 35 and University Drive rights-of-way and two (2) locations identified at the San Marcos Wastewater Treatment Plant for the hydropneumatic tank in the vicinity of the Reclaimed Water Pump Station. No SUE locations are proposed in association with either the Storage Supply Pipeline or Stored Water Return Pipeline.
- *Stormwater Pollution Prevention Plan (SWPPP)* - RPS will prepare a SWPPP for compliance with the Texas Pollution Discharge Elimination System (TPDES) and rules administered by the Texas Commission on Environmental Quality (TCEQ). The document will be made available to the selected contractor; however, the contractor will be responsible to maintain compliance and file the appropriate notices to the TCEQ including Notice of Intent (NOI).

Deliverables: TxDOT Utility Crossing permit.

ASR Phase 1 Feasibility Technical Memorandum.

Reclaimed Water Pumping Evaluation Technical Memorandum

Draft EID transmitted for agency review (6 bound copies).

Final EID that incorporates review comments transmitted to TWDB (3 bound copies).

SWPPP – 1 final copy as a PDF file.

### Task 3 – Preliminary Engineering (30% Design)

RPS will prepare a PER for review by the City and for submission to TWDB. A draft PER will be provided prior to a 30% design workshop to be scheduled as part of a regular project meeting. The report will generally include updated projected reclaimed water demands, preliminary geotechnical data report, EID, technical memoranda on disinfection, stored water filtration, a list of technical specifications, opinions of probable construction costs, along with appropriate exhibits.

- The PER will be printed on 8 ½" x 11" paper with exhibits no larger than 11" x 17".
- Comments and input from City will be incorporated into the report before submission to TWDB. Additional comments from TWDB will be incorporated into the report as necessary prior to submitting a final report.

The PER will include content of the Engineering Feasibility Report (EFR) required by TWDB for CWSRF funding and will generally include the following elements:

- *Disinfection process assessment.*
  - Evaluate the effectiveness of the existing reclaimed water disinfection system in meeting the requirements of TCEQ regulations under 30 TAC Chapter 210 and Chapter 217.
  - Evaluate the effectiveness and costs of alternative disinfection systems for oxidation of emerging contaminants.
  - Prepare conceptual schematics for alternative disinfection systems.
  - Develop an OPCC and projected O&M costs for alternative disinfection systems.
- *Filtration process assessment.*
  - Evaluate the effectiveness of constructed wetlands and alternative methods of filtering stored reclaimed water before disinfection.
  - Prepare conceptual schematics for alternative filtration systems.
  - Develop an OPCC and projected O&M costs for alternative filtration systems.

#### Reclaimed Water Conveyance

- Develop and/or refine design alignment options and alternatives and refine University demand projections. The initial alignment will be determined after initial utility and base map review. This will be reviewed with City for coordination and/or changes as applicable. Once the alignment is surveyed and actual field locations are verified then RPS will review the alignment for changes as applicable and present those to the City for final design alignment.
- Develop preliminary electrical design and SCADA modifications for the University delivery vault, reclaimed water pump station pump addition, and low-head pumping for reclaimed water storage.

#### Reclaimed Water Storage

- RPS will use the results of the ASR Phase 1 Feasibility Assessment in a comparison with a surface reservoir.
- The surface reservoir will be of a curvilinear design with no public or park facilities or amenities and will not include constructed wetlands or an ecological ladder design.

Deliverables: Draft PER – four (4) copies.  
Draft PER submittal to TWDB.

Final PER – four (4) copies.  
Meeting minutes with summary of City comments.

Task 4 – Final Engineering (60%, 90%, and 100% Design)

- RPS will perform final analysis and design using the selected criteria for conveyance and storage. The design of alternative filtration and disinfection systems are not included in the final design. Design of the reclaimed storage reservoir is based on an aerated reservoir with no constructed wetlands or ecological ladder.
- RPS will prepare the plans and project manuals for competitive bidding for construction. One bid package will be prepared that includes the reclaimed water pipeline, meter vault(s), and SCADA system modifications necessary to deliver reclaimed water to the University. A second bid package will be prepared that includes the reclaimed water storage reservoir, installation of the fourth pump at the reclaimed water pump station, and low-head pump for transfer of reclaimed water to storage.
- The project will be submitted to the City at the 60%, 90%, and 100% complete stages (design submittals) and to TWDB at the 90% complete stage.
- Construction plans will generally include the following types of sheets:
  - Cover sheet;
  - General notes sheets;
  - Location map;
  - Reference layout sheets;
  - Erosion and sedimentation control (scale 1' = 40');
  - Pipeline plan and profile sheets (scale 1' = 20');
  - Traffic control plans (scale 1' = 40');
  - Structural, mechanical, electrical, and instrumentation sheets; and associated detail sheets.
- The City will provide comments on each design submittal. RPS will incorporate City comments prior to the subsequent submittal. The project schedule allows thirty (30) days for City review time for each design submittal.
- Project Manual — RPS will prepare a project manual generally containing bidder's information, contract documents, and technical specifications. The project manual will be submitted at the 60-, 90- and 100-percent complete stages.

- Bidder's Information and Contract Documents: RPS will assist the City in preparing standard bidder's information and contract documents. The standards will be based on the City's standard documents and it is assumed that minor changes in language will be needed. If significant changes are needed or City specific documents are requested, then additional fees may be requested.
  - Standard Technical Specifications: Standard specifications are to be based on the City's Standard Technical Specifications. RPS will provide special provisions and special specifications as necessary.
  - The 60-percent complete submittal will only contain list of anticipated standard and special specifications. The 90- and 100-percent complete design submittals will contain full project manuals.
  - The City will provide comment on each submittal. RPS will incorporate the City's comments prior to the subsequent submittal.
  - Cost Estimates — RPS will provide an Engineer's Opinion of Probable Construction Cost with each design submittal. The estimates will include contingencies based on the level of design.
  - Unit costs will be developed for each item with factors applied to account for profit, overhead, contractor's risk, and current bidding climates. The unit prices will be compared to bid prices received on similar projects within the Central Texas area.
- Bid Phase Services – RPS will assist the City in the advertisement and bidding of the project. The City will advertise and distribute the plans and specifications to prospective bidders. RPS will provide the City with reproducible sets of the plans and contract documents in Portable Document Format (.PDF). In addition, RPS will provide the following specific services during this phase:
    - Attend a Pre-Bid Conference - RPS will attend one (1) pre-bid conference planned and hosted by the City.
    - Issue Addenda - RPS will respond to questions from prospective bidders as well as prepare addenda as appropriate to clarify the plans and specifications. Addenda will be coordinated with the City and will be issued by the City to prospective bidders.
    - Review Bids Received - RPS will review the bids received for the project and make a formal recommendation to the City concerning award of the project based on the amounts bid, a check of the apparent low bidder's references, an assessment of the contractor's capabilities, and the ability to meet the contract schedule.

Deliverables: Plans, Project Manual, OPCC at 60%, 90%, and 100% - four (4) copies.

**Services or information to be provided by the City:**

- Timely reviews of all submittals.
- All maps including record or design drawings of existing facilities and utilities within the project area.
- GIS map files.
- Access to the wastewater treatment plant.
- Access to a tap and flow meter installed on the reclaimed water pump discharge line.
- Permanent, temporary and access easements as determined to be necessary.
- Hosting and conducting public meetings.
- Provide access to the TxDOT UIR system for the purpose of submitting installation an installation request on behalf of the City.
- Publish legal notices required for CWSRF funded projects.
- Provide financial, demographic, utility, and other city and utility data required for completing the TWDB Project Information Form (PIF) for CWSRF and DWSRF construction funding.
- Geotechnical report for the Sessom Wastewater Phase 2 project.
- Survey data for CM Allen Parkway at two (2) railroad crossings prepared for the Sessom Wastewater Phase 2 project.

**Exclusions / Not included in this Scope of Services**

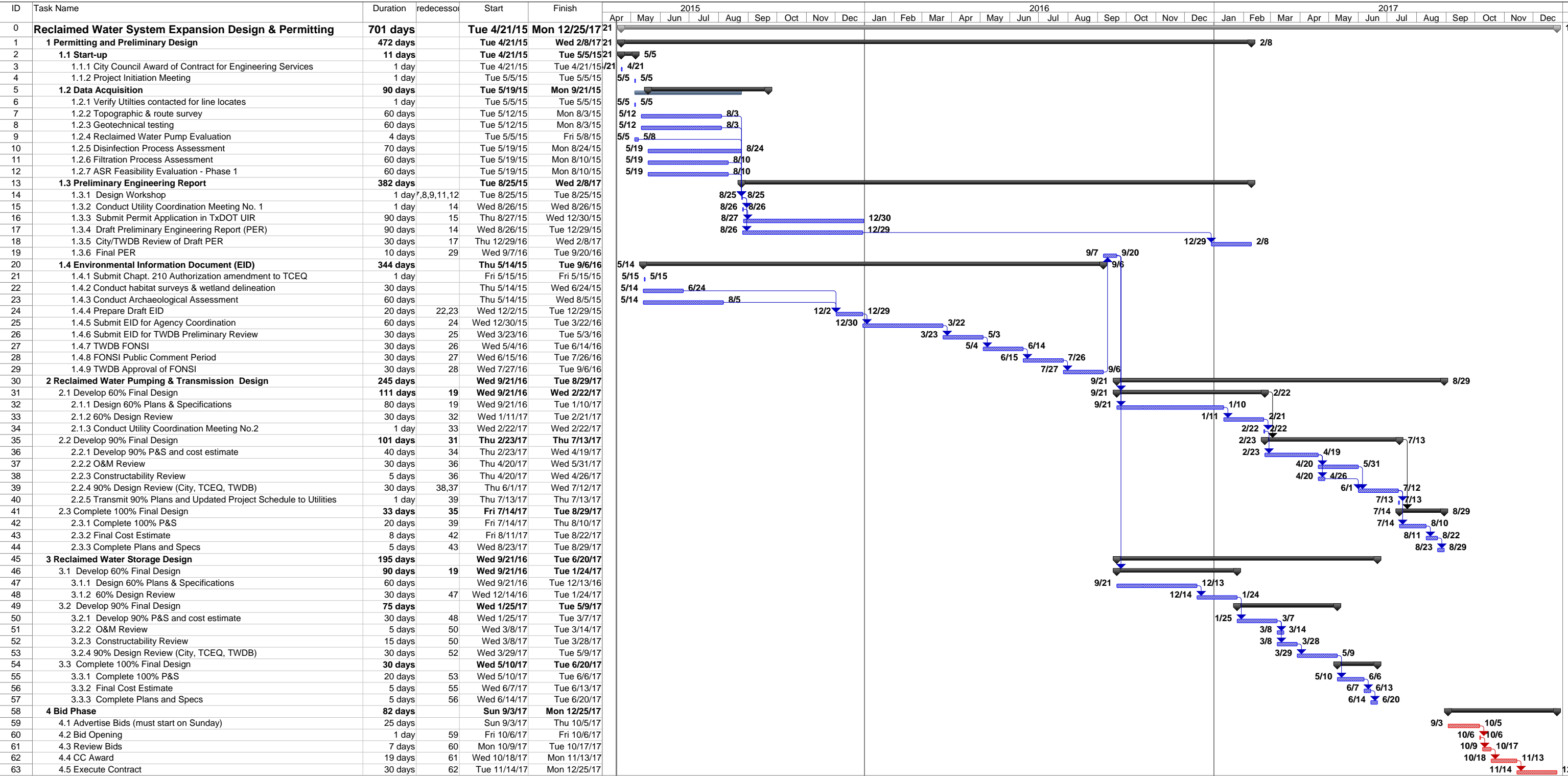
The following services are beyond the Scope of Services described in the tasks above. However, RPS can provide these services, if needed, upon the City's written request. Any additional amounts paid to the RPS as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services may include the following:

- Additional geotechnical borings if existing soil conditions are found to warrant them.
- Additional 'Quality Level A' Subsurface Utility Engineering (SUE) services if existing utility locations are warranted in excess of the budgeted allowance.
- Preparation of a Preconstruction Notification (PCN) application if required by USACE.
- USACE Section 404 Individual Permits.
- Backhoe services for archeological studies.
- Post-construction Letter of Map Revision (LOMR) preparation and submittal.
- Arc flash studies.
- Field note descriptions or easement documents.
- Meeting and/or contacting of property owners for negotiation of easements, property acquisition, or rights of entry.

- Services related to disputes over pre-qualification, bid protests, bid rejection and rebidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performance of miscellaneous and supplemental services related to the project as requested by the City.
- Additional public meetings beyond those scoped above.
- Electrical service requests.
- Archeological site testing on the reclaimed water storage site (97 ac.).
- Landscape architecture.
- Groundwater availability modeling.
- Geotechnical Baseline Report (GBR).

Water Reuse System Expansion Project

Attachment B - Project Schedule



Attachment C  
Estimated Fee and Fee Schedule

		Sr. PM	QA/QC	Sr. Eng.	Eng.	CAD	Admin	Subconsultant	Total
<b>Task 1</b>	<b>Project Management</b>								
a	Project Initiation Meeting	12			4		4		\$ 3,336
b	Project Progress Meetings (16 mtgs)	64		36					\$ 18,819
c	Design Workshop	8		8	8	16	2		\$ 7,467
d	Public Meetings (2 Mtgs)	8			16	8	2		\$ 5,541
e	TWDB Funding Assistance	48							\$ 10,299
f	Direct Project Expenses								\$ 5,600
	<b>Subtotal - Project Management</b>	<b>140</b>	<b>0</b>	<b>44</b>	<b>28</b>	<b>24</b>	<b>8</b>	<b>\$ -</b>	<b>\$ 51,062</b>
<b>Task 2</b>	<b>Data Collection and Permitting</b>								
a	TxDOT Permitting	8			24	8	2		\$ 6,504
b	ASR Feasibility Assessment - Phase 1	116							\$ 24,890
c	Reclaimed Water Pump Evaluation	8							\$ 1,717
d	Environmental Constraints Review	8						\$ 5,799	\$ 7,516
e	Cultural Resources Review & Survey	8						\$ 9,576	\$ 11,292
f	Environmental Information Document (EID)	24						\$ 15,352	\$ 20,501
g	EID Public Review & Public Hearing	40							\$ 8,583
h	Coordinate Agency Review of EID	40			24				\$ 11,471
i	Utility Coordination	4		16	36	8			\$ 9,211
j	Geotech (preliminary)	4		16				\$ 12,870	\$ 15,989
k	Surveying	4		16				\$ 69,909	\$ 73,028
l	SWPPP	2		4	24	8	2		\$ 5,781
	<b>Subtotal - Data Collection &amp; Permitting</b>	<b>266</b>	<b>0</b>	<b>52</b>	<b>108</b>	<b>24</b>	<b>4</b>	<b>\$ 113,506</b>	<b>\$ 196,483</b>
<b>Task 3</b>	<b>Preliminary Engineering (30% Design)</b>								
a	Disinfection process assessment	10						\$ 33,999	\$ 36,144
b	Filtration process assessment	8						\$ 20,721	\$ 22,437
c	30% design	10	10	43	280	220		\$ 21,394	\$ 113,643
d	CSM Contract Documents	8		8	8		4		\$ 4,090
e	Technical Specifications	24	12	40	80		16		\$ 24,125
f	OPCC (4 Total, incl Final)	8	6	12	40	24		\$ 5,269	\$ 20,058
g	Preliminary Engineering Report	24	8	36	64		16		\$ 20,776
	<b>Subtotal - Preliminary Design</b>	<b>40</b>	<b>18</b>	<b>60</b>	<b>128</b>	<b>24</b>	<b>20</b>	<b>\$ 81,382</b>	<b>\$ 241,274</b>
<b>Task 4</b>	<b>Final Engineering Design (60%, 90%, 100% Design)</b>								
a	Geotech (final)	4		8				\$ 45,870	\$ 47,859
b	Subsurface Utility Engineering (SUE)			2				\$ 13,750	\$ 14,179
c	Surveying (location of bores & env. features)	2		2				\$ 4,942	\$ 5,801
d	60% design (conveyance)	8	8	25	222	163		\$ 56,529	\$ 116,319
e	60% design (storage)	2	6	22	58	56		\$ 11,000	\$ 32,444
f	90% design (conveyance)	8	8	23	202	151			\$ 54,884
g	90% design (storage)	2	2	18	58	56			\$ 19,669
h	100% design (conveyance)	3	1	8	67	50			\$ 18,003
i	100% design (storage)	1	1	6	19	19			\$ 6,556
j	Pre-Bid Conference (1)	4		8	24				\$ 5,966
k	Bid Assistance & Addenda	4		8	24	8	3		\$ 7,139
l	Bid Opening & Evaluation	4		12	24		4		\$ 7,104
	<b>Subtotal - Final Engineering</b>	<b>35</b>	<b>25</b>	<b>130</b>	<b>697</b>	<b>504</b>	<b>7</b>	<b>\$ 132,091</b>	<b>\$ 335,924</b>
	<b>Total Basic Services</b>	<b>481</b>	<b>43</b>	<b>286</b>	<b>961</b>	<b>576</b>	<b>39</b>	<b>\$ 326,979</b>	<b>\$ 824,742</b>





## **FEE SCHEDULE (15S)**

### **January 1, 2015**

The following professional and support service rates have been established for Espey Consultants, Inc. dba RPS in calendar year 2015.

<b>LABOR</b>	<b>Rate per Hour</b>
Office Assistant	\$35
Administrative Staff	\$50 - \$75
Technician/Drafter	\$60 - \$85
Senior Technician/Drafter	\$90 - \$115
Staff Engineer/Geologist/Scientist/Planner	\$80 - \$140
Consulting Engineer/Geologist/Scientist/Planner	\$125 - \$160
Senior Consulting Engineer/Geologist/Scientist/Planner	\$165 - \$210
Principal Consultant	\$205 - \$225

### ***EXPENSES***

Equipment	cost + 10%
Outside Subcontractor Services	cost + 10%
Miscellaneous Expenses (reprographics, travel, shipping, supplies, etc.)	cost + 10%
Mileage – Private Vehicles	IRS accepted rate

### ***PAYMENT***

Unless otherwise specified in the contract, all invoices are due and payable within 30 days of the billing date. Attorney's fees, court costs, and other related expenses incurred in the collection of delinquent accounts will be paid by the client. A charge of 1.5% per month applies to delinquent invoices.

CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT. PROT <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000,
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS – COMP/OP AGG	\$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY EA ACC AGG	\$
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b> Professional Liability				PER CLAIM/AGGREGATE	\$ 500,000 \$ 500,000

### DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of San Marcos is named as additional insured on all Commercial General Liability and Automobile Liability policies. General Liability, Automotive Liability and Worker's Compensation policy to include a Waiver of Subrogation in favor of the City of San Marcos. (All Endorsements must be submitted with the certificate.)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
<b>City of San Marcos</b> <b>Attn: Capital Improvements</b> <b>630 E. Hopkins</b> <b>San Marcos, Texas 78666</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ATTACHMENT "D" -THE CITY OF SAN MARCOS INSURANCE REQUIREMENTS