

## **Exhibit 1 – Scope of Services and Deliverables**

06/22/2022

Rohit Vij  
City of San Marcos  
630 E Hopkins  
San Marcos, TX 78666

Re: SH 123 Waterline Relocation

Dear:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of San Marcos ("Client") for providing engineering services associated with the relocation of a 12" water line, related appurtenances, and providing up to five easement metes and bounds.

### **Project Understanding**

It is Kimley-Horn's understanding that the City of San Marcos is needing engineering design, bid, and construction phase services for the relocation of 500' - 800' of 12" water line that the existing is being impacted by the installation of storm sewer infrastructure. The project can include trenchless installation, valve placement, fire hydrant assemblies, air release valves, service connections, and connections to the existing 12" water line. The project will be evaluated to be placed into easements on private property. It assumed that San Marcos will handle right of entry and all easement acquisition. This project is assumed to be joint bid with the SH 123 roadway improvements

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

#### **Task 1 Project Management**

- a) Project Schedule and Work Plan – the schedule will follow the SH 123 Roadway schedule, but this task will refine to be water line specific for the City of San Marcos.
- b) Invoicing and Progress Reports – Assume this project task will have an added duration of six (6) Months and includes monthly invoicing and progress reports.
- c) Up to six (6) progress meetings – This assumes a monthly, virtual, meeting with the Client. Kimley Horn will produce meeting minutes for each progress meetings.
- d) Up to two (2) Site Visits with the owner to review the design
- e) Design Team Coordination – Monthly Project Team meetings including Kimley-Horn and Subconsultants. Assumes 6, 30-minute biweekly meetings.

#### **Task 2 – 90% Design** – Kimley-Horn will provide the following design services for the project

- a. Civil Plans – prepared at 11x17 size
  - i. General Notes – 1 sheet
  - ii. Project Layout – 1 sheet
  - iii. Plan and Profile – 2 Sheets

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- iv. Standard Details – up to 4 sheets
- b. Opinion of Probable Construction Cost – The CONSULTANT will update conceptual opinions of probable construction cost for the water mains to reflect changes from the Conceptual Design. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to CONSULTANT at this time and represent only the CONSULTANT's judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- c. Technical Specifications - Specifications will include technical specifications for materials and installation of the proposed improvements. A Project Manual will not be provided for this project, only technical specifications.
- d. QA/QC – Provide quality assurance and quality control checks prior to each milestone submittal.
- e. Revisions to QA/QC – provide revisions and comments response to the QA/QC to include acceptance, corrected, and verified documentation

Task Deliverables – PDF of the 90% plans, specifications, and OPCC

### Task 3 – 100% Design

- a. Civil Plans – prepared at 11x17 size
  - i. General Notes – 1 sheet
  - ii. Project Layout – 1 sheet
  - iii. Plan and Profile – 2 Sheets
  - iv. Standard Details – up to 4 sheets
- b. Opinion of Probable Construction Cost – The CONSULTANT will update conceptual opinions of probable construction cost for the water mains to reflect changes from the Conceptual Design. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to CONSULTANT at this time and represent only the CONSULTANT's judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
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- d. QA/QC – Provide quality assurance and quality control checks prior to each milestone submittal.
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### **Task 4 – Plan Processing**

Kimley-Horn will prepare and submit the plans as a Utility Installation Request Permit Application to TxDOT. Kimley-Horn will coordinate the services by others as required to support the application, monitor the status of the applications, respond to “normal” comments, as defined by the Kimley-Horn and agreed to by the Client, provided by the review staff, and make “normal” revisions to complete the application in accordance with staff comments in an effort to obtain approval of the UIR. This task has been provided on an hourly basis due to the unknown level of effort required at this time and includes up to 24 (24) hours of effort. If additional effort is required, it will be considered an Additional Service.

- a. TxDOT UIR submittal

Kimley-Horn has no control over the actions of jurisdictional agencies or other parties. Opinions as to the status of permits and entitlements or their suitability for any specific purpose and as to the probability and timeframe for approvals are made solely on the basis of available information and limited research conducted. Kimley-Horn does not guarantee that the outcome of permits and entitlements or their suitability will not vary from its opinions or that all issues affecting the site have been investigated.

### **Task 5 – Bid Phase Services**

- a) Pre-Bid Conference – The Engineer will conduct a Pre-bid conference and prepare meeting notes and issue an addenda based on questions.
- b) Respond to Contractor Questions – the Consultant will respond to contractor questions regarding clarifications to the plans.
- c) Addenda – The Engineer will answer contractor questions during the bid process. The Engineer will issue addenda as required, but this assumes 2 addenda
- d) Final Conformed Contract Documents – Kimley-Horn will provide updated electronic plan sheets if necessary, for distribution to the Client.

Task Deliverables:

Conformed document pdf plan sheets

### **Task 6 – Construction Phase Services**

- a) Pre-Construction Conference. Consultant will attend a Pre-Construction Conference before the start of construction.
- b) Site Visits and Construction Observation. Consultant will make visits monthly, up to six, to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

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Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

- c) Clarifications and Interpretations. Consultant will respond to reasonable and appropriate, up to three (3), Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- d) Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- e) Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

- f) Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its

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observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- g) **Substantial Completion.** When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- h) **Final Notice of Acceptability of the Work.** Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
- i) **Record Drawings.** As an additional service if required, Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built, but will be based on information made available.

### **Task 7 – Subconsultants**

- a) **Survey Gorrondona and Associates** - Kimley-Horn has brought Gorrondona and Associates to provide topography, boundary, and easement services for the project. Their scope is attached to this document and includes a 30' wide topography survey along the alignment and up to 5 property boundaries and 5 permanent easement descriptions.
- b) **Environmental – CoxMcClain now Stantec** – Kimley-Horn has brought Cox McClain/Stantec on to provide environmental and archaeological services for the project. Their scope is attached to this document and includes cultural resource review, preliminary Texas Historic Commission coordination, environmental research, field investigations, and report preparation.

### **Task 8 - Expenses**

- a) Assumes 12 site visits throughout the duration of the project as standard IRS rates (currently \$.624/mile.
- b) Assumes 1000 copies at \$0.10/page for use in review and task execution.

Total is estimated to \$774

### **Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement:

- Survey services
- Geotechnical Services
- Archaeological Survey
- USACE coordination
- Historical Building study
- Public Involvement
- Storm Water Pollution Prevention Plan
- Erosion and Sedimentation Control Plans will be provided by the roadway consultant

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- Traffic Control Plans will be provided by the roadway consultant
- Easement acquisition, if needed, is not included.
- Right of entry
- Inspection and testing services
- Utility Coordination services
- Additional, unknown and unavoidable utility relocations
- Irrigation services to repair construction disruptions
- Tree mitigation services
- Water line alignment changes after 90%
- Legal representation at hearings
- Public Meetings
- Warranty services
- Production of O&M manuals, except for those provided by the manufacturers, is not included in the scope. If additional O&M are requested, then this will be additional services.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- If the Client engages another independent consultant to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer-review, value engineering, and constructability review, then this will be considered additional services.
- Geotechnical Services

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

### **Responsibilities of Client**

In addition to other responsibilities set out in this Agreement, the Client shall:

- The client is responsible for coordination of any reimbursable and non-reimbursable amount with TxDOT.
- The client is responsible for obtaining right of entry for survey.
- The client is responsible for all outreach and coordination with affected landowners associated with the field work, appraisals, and easement negotiation.
- The client is responsible for obtaining appraisals required for easement negotiations.
- The Client shall attend pre-bid meeting, bid opening, pre-construction meeting, progress meetings, other job-related meetings, and substantial completion and final payment inspection meetings.
- The client is responsible for paying required permit fees associated with reviews on this project.
- Provide inspection, testing, and monitoring services for the construction of the project.
- Advise Kimley-Horn of the identity and scope of services of any independent consultants

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employed by the Client to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

### Schedule

Refer to Exhibit 3 for the project schedule. It is anticipated that the water line milestone delivery sheets will follow the roadway schedule for 90% and Final deliverables.

### Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-6 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 Project Management	\$ 6,765
Task 2 90% Design	\$ 16,740
Task 3 100% Design	\$ 10,920
Task 4 Plan Processing	\$ 5,535
Task 5 Bid Phase Services	\$ 3,750
Task 6 Construction Phase Services	\$ 18,285
Task 7a Survey -Boundary, Topographic, and Easement	\$ 19,140
Task 7b Environmental Study	\$ 8,011.83
Task 7 Expenses	\$ 773.92

**Maximum Labor Fee** **\$ 89,920.75**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Lance Parisher, P.E.

Title: Project Manager