



**AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
PROFESSIONAL FIRM
CONTRACT NUMBER 2025-030**

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This Agreement is made by and between the Owner, City of San Marcos, Texas (“CITY”), and Kimley-Horn, Austin Texas (“Professional Firm”), and is effective for all purposes as of the date of the last signature to this Agreement (“Effective Date”).

The Owner: The City of San Marcos, Texas

and

The Professional Firm (“Firm”): Kimley-Horn, Austin Texas

for

The Project: Transit Development Plan 2025-030

Owner Standard Terms and Conditions: Parties have read and agree to be bound by the Standard Terms and Conditions, when not in conflict with the terms of this Agreement, found at sanmarcostx.gov/StandardTermsandConditions.

Further;

The Owner and the Professional Firm agree as follows:

ARTICLE 1
PROFESSIONAL FIRM’S SERVICES

Professional Firm agrees to perform the services specifically described in **Exhibit 1** and all other professional services reasonably inferable from **Exhibit 1** and necessary for complete performance of Firm’s obligations under this Agreement (collectively, “**Services**”). To the extent of any conflict between the terms in **Exhibit 1** and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 2
PROFESSIONAL FIRM’S RESPONSIBILITIES

Professional Firm agrees to perform services with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. The Firm shall at all times provide sufficient personnel to accomplish Services in a timely manner. The Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of its obligations under this Agreement.

Professional Firm agrees to perform Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

The Firm's Services shall be reasonably accurate and free from material errors or omissions. The Firm shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Firm without any additional cost or expense to Owner.

The Firm shall designate a representative primarily responsible for Firm's Services under this Agreement. The designated representative shall act on behalf of Firm with respect to all phases of Professional Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

The Firm shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$1,000,000 each claim and \$1,000,000 aggregate. The fees for such insurance will be at the expense of the Professional Firm. The Firm shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Firm's professional liability insurance before commencement or continuation of performance of the services under this Agreement.

ARTICLE 3 **THE OWNER'S RESPONSIBILITIES**

The Owner shall provide the Professional Firm with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Professional Firm and as reasonably necessary for the completion of Professional Firm's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

The Owner will review the drawings, specifications and other documents of service produced by Professional Firm in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Firm of any design fault or defect in Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Services.

The Owner designates **Amy Finn** as its representatives authorized to act in the Owner's behalf with respect to the Project. The contact information for Owner's representative is listed below:

Amy Finn, Transit Manager
2217 E. McCarty Ln
San Marcos, Texas 78666
Ph.: 512-393-8487
E-mail: Afinn@sanmarcostx.gov

ARTICLE 4 **OWNERSHIP AND USE OF DOCUMENTS**

The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm.

ARTICLE 5 **DISPUTE RESOLUTION**

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Firm agree to act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Firm will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

ARTICLE 6 **PROJECT TERMINATION OR SUSPENSION**

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven (7) calendar days' notice period. This Agreement may be terminated by the Owner's City Manager or City Manager's Designee for any reason upon fifteen (15) calendar days' written notice to the Firm.

In the event of termination through no fault of the Firm, the Firm shall be equitably compensated for all Professional Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between the Firm and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Professional Firm, and Professional Firm's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County or, if in federal court, in the Federal Western District of Texas, Austin Division for trial.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Professional Firm recognizes that it is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Professional Firm or its employees with any benefits normally associated with employee status. The Firm will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. If State funds are being used in the procurement of the services described in Exhibit A, pursuant to Section 231.006, Texas Family Code, Professional Firm certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 2270 and 808, Texas Government Code, the Firm certifies that is not ineligible to receive the award of or payments under the Agreement

and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. The Firm hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Certain Foreign-Owned Companies. Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a “designated country”, or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Section 2274 of the Texas Government Code (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Non-Discrimination. The Firm understands and certifies that it is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. The Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Firm understands that those Owner funds for the payment for work performed by the Firm under this Agreement have been provided through the Owner's budget approved by Owner 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 Owner cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Firm acknowledges and agrees that it will have no recourse against the Owner 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 Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters; No Financial Interest. Firm and its employees, agents, representatives, and subcontractors have read and understand Owner's Ethics Policy available at <http://www.sanmarcostx.gov/380/Ethics>, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that

no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.

Mutual Waiver of Consequential Damages. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Texas Tax Code 171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:

- (1) Prior to commencing performance under this Agreement, Firm will provide the City with a list of proposed subconsultants, subcontractors, or agents to be used in Professional Firm's services under this Agreement. The City shall have the right to accept or reject the use of any subconsultant, subcontractor, or agent on the Professional Firm's list. Such acceptance or rejection shall be given within a commercially reasonable time from the date the Professional Firm delivers it, and;
- (2) Any payment made by the Owner to the Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Firm's use of any such subconsultant, subcontractor or agent of the Firm under this Agreement.

Limitation of Liability. In recognition of the relative risks and benefits of the Agreement to both the Owner and the Firm, to the fullest extent permitted under applicable law, Owner agrees that the Firm's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the Professional Firm's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

Force Majeure. Professional Firm shall have no liability for any delay caused by an event of force majeure, the Owner or any of its consultant's or contractors, or circumstances outside of its reasonable control.

Termination for Convenience. The Owner's City Manager or the City Manager's designee may terminate the Agreement at any time upon thirty (30) calendar days' notice in writing to the Firm. Upon receipt of such notice, the Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

If to Owner: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Purchasing Manager's Office
cosmpurchasing@sanmarcostx.gov

With Copies to: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Attorney's Office
LegalInfo@sanmarcostx.gov

If to Professional Firm Kimley-Horn
10814 Jollyville Rd. Suite 200
Austin TX 78759
Jenn.Golech@kimley-horn.com

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Changes in Service. If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization of Change in Services Form in **Exhibit 4** to do so. The Authorization of Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

ARTICLE 8 **REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to Compensation for the Firm's Services and include actual and reasonable expenses incurred by the Firm, that are (i) outside the services listed in **Exhibit 1**; and (ii) solely and directly in connection with the performance of Professional Firm's Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for the Firm.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Firm.

ARTICLE 9 **ADDITIONAL SERVICES**

Additional Services are services not included in the Professional Firm's Services and not reasonably inferable from its Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by the Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10
PAYMENTS TO PROFESSIONAL FIRM

The Firm shall present monthly Payment Requisitions to the Owner detailing the Firm's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Payment Requisition and notify Professional Firm whether the Payment Request is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Payment Requisition.

Owner shall have the right to withhold from payments due the Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of the Firm to perform its obligations under this Agreement.

ARTICLE 11
PROFESSIONAL FIRM'S ACCOUNTING RECORDS

Records of the Firm costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three (3) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Professional Firm in writing. The Firm's records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 12
INSURANCE

For services performed on Owner's premises, Professional Firm shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement. On the Certificate of Insurance, name the **City of San Marcos, Purchasing & Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666** as an additional insured.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive Auto Liability	\$1,000,000 each person
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Professional Liability	\$1,000,000 each occurrence and aggregate

The Firm shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner.

Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Upon request, the Firm shall furnish complete sets of its insurance policies to Owner for review. If additional insurance or changes to this article are required, they shall be explicitly laid out in **Exhibit 1**.

ARTICLE 13
INDEMNITY

THE FIRM SHALL HOLD OWNER, THE CITY OF SAN MARCOS, AND ITS CITY COUNCIL, OFFICERS, AGENTS AND EMPLOYEES HARMLESS AND FREE FROM ANY LOSS, DAMAGE OR EXPENSE TO THE EXTENT THAT THE LOSS, DAMAGE OR EXPENSE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE INDEMNITOR OR THE INDEMNITOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

ARTICLE 14
COMPENSATION

The Professional Firm's compensation for Professional Services shall be as follows:

Service Fees: The maximum fee for Professional Services shall not exceed **One Hundred and Ninety-Nine Dollars, Give Hundred and Seventy Dollars, Zero Cents. dollars \$199,570.00** as approved by the Owner set forth in **Exhibit 2**.

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and **Exhibit 2**), Professional Firm shall be compensated for the actual expense incurred by the Firm. Notwithstanding the foregoing, Owner's payment to the Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services: The Firm's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

The Owner and the Professional Firm have entered into this Agreement as of the Effective Date.

OWNER:

PROFESSIONAL FIRM:

THE CITY OF SAN MARCOS

KIMELY-HORN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibits:

EXHIBIT 1 – Scope of Services and Deliverables

EXHIBIT 2 – Detailed Fee Schedule

EXHIBIT 3 – Project Schedule

EXHIBIT 4 – Authorization of Change in Service Form

EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES

Re: San Marcos Transit Route Study – Scope and Fee

Dear Ms. Finn:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this Scope and Fee Proposal to the City of San Marcos (“City” or “Client”) for the Transit Route Study (“Project”).

Scope of Services

Kimley-Horn will provide the following planning and outreach services to the City, with specific tasks to be coordinated between the City and Kimley-Horn:

Task 1 – Project Management and Coordination

Services that may be provided in Task 1, commensurate with the budget available and upon agreement between the City and Kimley-Horn, include:

- In-person kickoff meeting and site visit facilitated by our Project Manager and Deputy Project Manager, with virtual attendance by additional team members
- Virtual project management team meetings, facilitated by our Project Manager with occasional participation by the Deputy Project Manager and subject matter experts, scheduled monthly with bi-weekly meetings prior to community outreach and key deliverables
- Monthly progress reports

Task 2 – Existing Conditions

Services that may be provided in Task 2, commensurate with the budget available and upon agreement between the City and Kimley-Horn, include:

- Coordinating data request and management with the City and Texas State University
- Conducting a comprehensive evaluation of transit demand, market groups, travel patterns, and service gaps
- Conducting a comprehensive evaluation of San Marcos Transit and Bobcat Shuttle services, including ridership, on-time performance, route design, and schedules
- Summarizing existing conditions analysis in a detailed report

Task 3 – Coordinated Service and Capital Improvement

Services that may be provided in Task 3, commensurate with the budget available and upon agreement between the City and Kimley-Horn, include:

- Route concepts with proposed headways and hours/days of operation, reviewed by City staff prior to public dissemination
 - Route and schedule recommendations based on feedback from the City, Texas State
-

- University, and the public, along with service hours and vehicle requirements
- Development of service guidelines and performance standards
- Capital improvement plan detailing operational, facility, fleet, and passenger amenities, along with high-level cost estimates

Task 4 – Community Outreach

Services that may be provided in Task 4, commensurate with the budget available and upon agreement between the City and Kimley-Horn, include:

- Community Outreach Plan
- Outreach materials with project branding and pertinent information, developed for in-person and virtual engagement
- Up to 8 community pop-up or open house meetings in San Marcos
- Up to 4 virtual meetings with community stakeholders
- Graphical outreach summary reports describing activities and feedback

Task 5 – Financial Plan

Services that may be provided in Task 5, commensurate with the budget available and upon agreement between the City and Kimley-Horn, include:

- Comprehensive review of recent, current, and projected City of University transit budgets (revenues and expenditures)
- Inventory of active and potential funding sources
- Financial strategy workshop and resultant priorities⁵
- Consolidated Five-Year Financial Plan

Task 6 – Draft Plan and Final Plans

Services that may be provided in Task 6, commensurate with the budget available and upon agreement between the City and Kimley-Horn, include:

- Draft plan document with Executive Summary
 - Presentations to City Council (regular meeting or work session) and Texas State University
 - Final plan document with Executive Summary
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EXHIBIT 2
DETAILED FEE SCHEDULE



Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 4 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name	Fee
1. Project Management and Coordination	\$20,920
2. Existing Conditions	\$31,350
3. Coordinated Service and Capital Improvement	\$52,350
4. Community Outreach	\$44,930
5. Financial Plan	\$21,200
6. Draft Plan and Final Plans	\$23,820
Travel Expenses	\$3,000
Outreach Expenses	\$2,000
Total	\$199,570
Optional Task: APC Data Collection	\$25,000 (estimated)

**EXHIBIT 3
PROJECT SCHEDULE**

Kimley-Horn															Journey									
	\$199,570														Hours	Labor Cost	Jolene Holland	Amanda Wolfe	Total Hours	Labor Cost				
	Jenn Colech	Ryan Graves	James Gamez	Mariate Echeverry	Kelly Rees	Pooja Patel	Brian Shamburger	Blake Silkwood	Joyce Rebellos	Chloe Luna	Brennan Groh	Lily Novak	Zadie Lacy	Jessica Logan										
1 Project Management and Coordination																								
1.1 Kickoff Meeting and Site Visit	4	4	1	1		4											14	\$4,140	2	2	\$310	16	\$4,450	
1.2 Project Management Team Meetings	14	8	4	2	2	2											32	\$10,270	10	1	11	\$1,700	43	\$11,970
1.3 Monthly Progress Reports	6																6	\$3,570	6		6	\$930	18	\$4,500
2 Existing Conditions																								
2.1 Data Collection		4										8					17	\$3,060			0	\$0	17	\$3,060
2.2 Market Analysis	2	12								12	12						38	\$8,180			0	\$0	38	\$8,180
2.3 Service Evaluation	2									8	8	20					38	\$8,740			0	\$0	38	\$8,740
2.4 Existing Conditions Report	4	12	4						4	8	8	2					42	\$10,170		8	8	\$1,200	50	\$11,370
3 Coordinated Service and Capital Improvement																								
3.1 Service Concepts	4	4	12							8	8	20					56	\$15,240		8	8	\$1,200	64	\$16,440
3.2 Coordinated Service Recommendations	4	4	14								10	12					44	\$12,930		12	12	\$1,800	56	\$14,730
3.3 Service Guidelines and Performance Standards	2		4								4	12					22	\$5,700		12	12	\$1,800	34	\$7,500
3.4 Capital Improvement Plan	8		2			18	4	8		5	2						47	\$13,600			0	\$0	47	\$13,600
4 Community Outreach																								
4.1 Community Outreach Plan	4	2	1		2												9	\$2,960	8		8	\$1,240	17	\$4,190
4.2 Outreach Materials	2								18								20	\$3,740	2		2	\$310	22	\$4,050
4.3 Public Outreach - Needs Assessment	10	10															20	\$5,960	24		24	\$3,720	44	\$9,670
4.4 Public Outreach - Feedback and Validation	10	10															20	\$5,960	24		24	\$3,720	44	\$9,670
4.5 Stakeholder Outreach	10	10			8												28	\$8,670	18		18	\$2,790	46	\$11,460
4.6 Outreach Summary Reports	2	8							15								25	\$5,270	4		4	\$620	29	\$5,890
5 Financial Plan																								
5.1 Financial Review and Assumptions	2			8													10	\$3,400			0	\$0	10	\$3,400
5.2 Funding Sources				8													8	\$2,720			0	\$0	8	\$2,720
5.3 Financial Strategy and Priority Setting	4			18													22	\$7,480			0	\$0	22	\$7,480
5.4 Consolidated Five-Year Financial Plan	2		2	18													22	\$7,600			0	\$0	22	\$7,600
6 Draft Plan and Final Plans																								
6.1 Draft Plan	12	18	4						8			4					46	\$12,650			0	\$0	46	\$12,650
6.2 City and University Presentations	18	2															20	\$6,630			0	\$0	20	\$6,630
6.3 Final Plan	4	8	2						2								16	\$4,540			0	\$0	16	\$4,540
	130	118	50	55	12	24	4	8	47	41	38	68	24	8	623	\$173,230	88	41	139	\$21,340	762	\$194,570		

Firm	Hours	Cost
Kimley-Horn	623	\$173,230
Journey	139	\$21,340
Labor Total	762	\$194,570
Travel Expenses (\$1,000 x 3)		\$3,000
Outreach Expenses		\$2,000
Total		\$199,570

Optional Tasks
APC Data Collection (<https://www.utatransit.net>) \$25,000 Estimated

EXHIBIT 4
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NAME:	Transit Development Plan	NUMBER:	2025-030
CONTRACTOR:	Kimley- Horn		
ORIG. CONTRACT DATE:		RESOLUTION NO:	
CITY REPRESENTATIVE:	Amy Finn	DEPT:	PW-Transit
DATE:		ACIS NO.:	

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

This contract is hereby renewed pursuant to the terms and conditions of the original contract in the annual amount of \$_____ for (____Duration____) for the following term: (Start & End Date)

Additionally, this contract is amended to include automatic renewals. Either party may elect to not renew the contract by providing written notice of non-renewal ninety (90) days prior to the expiration of the then-current term.

Original Contract Amount:		\$0.00
Previous Increases in Contract Amount:		\$0.00
CURRENT CONTRACT AMOUNT:		\$0.00
This Increase in Contract Amount:		\$0.00
REVISED CONTRACT AMOUNT:		\$0.00

CONTRACTOR:

Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Print Name / Title

City Department Use Only Below This Line (PM, POC, etc.).

Account Number(s):	Amount	Date
#	\$	
#	\$	
#	\$	