

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**  
**CONTRACT NUMBER: 216-168**

This Agreement is effective February 2, 2016 between the City of San Marcos, Texas, a home-rule municipal corporation, (the “City”), 630 East Hopkins, San Marcos, Texas 78666 and Lockwood, Andrews & Newnam, Inc. (the “Engineer”), 102 Wonder World Drive, Suite 303, San Marcos, Texas 78666, for the Engineer’s provision of engineering services in connection with the Coers Drive Improvements 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. The services for this Project are more generally described as the provision of preliminary engineering, final design, bid and construction phase services for storm drain improvements, replacement of approximately 1,170 LF of wastewater main, 1,050 LF of water main, and approximately 1,050 LF of new concrete sidewalks.

**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 by April 1, 2018 in accordance with the approved Project schedule included in this Agreement as Attachment C.

**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 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.** Mr. Travis Michel, 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 B 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 B 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 One Hundred and Forty Nine Thousand, Eight Hundred and Seventy-Five Dollars and No Cents (\$149,875.00). 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 B. In the event that additional services are requested by the City, those costs will be identified in Attachment B.

## **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 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 the 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 and omissions in the aforesaid documents prepared by the Engineer, its employees, associates, agents, subconsultants or subcontractors.

**B.** The Engineer will promptly correct any errors or omissions in 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.

**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 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. However, the Engineer is not responsible in any manner for the safety of any other party including any responsibility for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, or methods at the project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Construction Contractor, its sub-contractors, or other materialmen or service providers not engaged by Engineer.

**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 solely 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 solely 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, 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 Liability Insurance:** (1) On a primary basis, 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 Engineer and Engineer's firm have not 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.

**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 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.

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

**S.** The Engineer's opinions of probable total project costs and/or construction costs, if any, provided as part of the services under the Agreement are made on the basis of Engineer's knowledge, experience and qualifications and represent Engineer's judgment as an experienced professional engineer, architect and/or scientist, as the case may be. Engineer does not guarantee that proposals, bids, or actual total project costs or total construction costs will not vary from the opinions provided by Engineer.

**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 interest in this Agreement without the prior 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 appendices and referenced attachments 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 (Attachment .

**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:  
City Manager  
City of San Marcos

To the Engineer:  
Travis Michel, P.E.  
Lockwood, Andrews & Newnam, Inc.

630 E. Hopkins  
San Marcos, Texas 78666  
Fax: 512.396.4656

102 Wonder World Drive  
Suite 303  
Fax: 512512-338-4942

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)

City of San Marcos

Lockwood, Andrews & Newnam, Inc.

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

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

Jared Miller, City Manager

Travis Michel, PE – Infrastructure Manager  
Firm's License No. F-26142614

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

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

Attest:

Attest:

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

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

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

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

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

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

**ATTACHMENT A**  
**CITY OF SAN MARCOS**  
**COERS DRIVE DRAINAGE IMPROVEMENTS**  
**SCOPE OF SERVICES**

**Project Understanding**

The work to be performed by Lockwood, Andrews & Newnam, Inc. (LAN) under this contract shall consist of providing Preliminary Engineering, Final Design, Bid and Construction Phase Services for the Coers Drive Drainage Improvements Project. The Coers Drive Drainage Improvements project will provide storm drain improvements; replace 1,170 LF of wastewater main and 1,050 LF of water main on Coers Drive, from Old Ranch Road 12 to Owens Street. The scope also includes the design of approximately 1,050 LF of new concrete sidewalks.

**Basic Scope of Services**

I. Preliminary Phase (30%)

1. Project Management and QA/QC: This task includes regular communications with the City; managing subconsultants, staff resources, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Meetings: LAN will prepare for and attend meetings with the City to kick off the project (1 kick-off meeting) and to review the schematic submittal (1 project meeting).
3. Data Collection/Review:
  - a. Review Reports/Studies/Drawings: LAN will obtain and review existing reports, studies, as-built drawings, and other data related to the project. A base map of the project area will be developed using available information provided by the City and other utility providers. The base map will include aerial photography, topography, parcels, right-of-way, existing water and wastewater lines from the City's GIS system, FEMA floodplain, and other project-related information.
  - b. Site Visits: An initial site visit will be performed by the project team to verify field conditions and familiarize the team with the project area.
4. Field Investigations:
  - a. Topographic Surveying: Byrn & Associates, Inc. will provide topographic field survey of the entire project limits. The majority of the survey will be contained within the existing right-of-way. Additional survey cross-sections will be performed downstream of the existing wastewater lift station at Coers Drive and Owens Street to determine downstream hydraulic impacts to proposed drainage improvements. Design survey will include locating all visible utilities and appurtenances, trees,

culverts, mailboxes, driveways, and any other visible features located within the right-of-way. In addition, Byrn & Associates will call One Call to identify all utilities within the project area and located the right-of-way boundaries.

#### 5. Pipelines (Water/Sanitary Sewer):

a. Determine Alignments: Using topographic survey information and available utility records, proposed alignments for water, wastewater and storm water utilities will be identified. LAN will identify potential conflicts with existing and proposed utilities, and determine methods of construction.

b. Preliminary Hydraulics/Modeling: The existing 6-inch water and wastewater lines will be upsized to an 8-inch size, and thus, no hydraulic modeling will be performed for these utilities.

#### 6. Streets:

a. Cross-Section Alternatives: It is assumed that the existing pavement will be restored to match existing conditions. The limits of pavement restoration will be minimized to include only the proposed utility trenches. Thus, a geotechnical analysis and pavement design is not included in this scope. Standard Trench Backfill and Pavement details will be utilized.

b. Complete Street Assessment: The existing Coers Drive does not include curb and gutter. As part of the drainage analysis and assessment, proposed drainage improvements will be reviewed, which may include recommendations for curb and gutter, or other improvements impacting the street or proposed sidewalk improvements.

c. Sidewalks: A new 5-foot concrete sidewalk, approximately 1050 LF extending from Old Ranch Road 12 to Owens Street, will be designed with these improvements. It is anticipated that the sidewalk would be located on the west side of Coers Drive.

#### 7. Drainage:

a. 2D Modeling Rapid Assessment: LAN will build a preliminary “rain-on-mesh” hydraulic 2-dimensional hydraulic model to assess the flooding characteristics at the project site. This model will be used as a tool to better understand the drainage patterns where undefined and erosive flow is occurring and to quickly analyze proposed and optimized alternatives that best fix the problems at the project site. The results of the 2D model will be presented to City staff to determine the best proposed conceptual design for the Coers Drive region. Up to three (3) proposed alternatives will be analyzed with the 2D model.

b. Preliminary Hydrology: LAN will utilize all available information to develop overall drainage boundaries and build a hydrologic model for the project area. LAN will develop preliminary peak flow rates for specified design storms according to City of San Marcos criteria for each proposed crossing. Ditch flows will also be calculated for the identified design storms. Results of the preliminary hydrology will be summarized in the Preliminary Engineering Report.

c. Preliminary Hydraulics: LAN will develop hydraulic models to determine preliminary ditch size, material, and alignments as well as the two (2) preliminary cross culvert sizes and locations according to City of San Marcos criteria. Results from the hydraulics will be summarized in the Preliminary Engineering Report. All proposed drainage features will also be included on the 30% roll plot.

d. It is not anticipated that a Geotechnical or Structural Analysis will be required for any of the proposed drainage structures. In the event that either is required, it will be considered additional services outside this scope of services.

8. Determine Project Permitting/Design Requirements: LAN will determine project permitting and design requirements for local, state and federal entities. During the preliminary design phase, LAN will make every effort to develop a solution to avoid USACE permitting that is required due to disturbance of the “ordinary high water mark” at the project outfall. In the event this is unavoidable, LAN will communicate this early on to the City, and determine appropriate alternatives to avoid project delays.

A TCEQ Edwards Aquifer Contributing Zone Protection Plan Application is not anticipated due to the disturbed construction being less than 5 acres, based on the Texas Administrative Code Title 30, Part 1, Chapter 213, Subchapter B rule 213.21. In the event that it is determined that permanent Water Quality BMP’s and a TCEQ Water Pollution Abatement Plan (WPAP) are required, it will be considered additional services.

9. Identify Utility Providers and Potential Conflicts: LAN will coordinate with the City and subconsultants Byrn & Associates and Cardno to determine existing utility service providers within the project limits, and potential utility relocations required.

10. Develop Construction Cost Estimates: Based on the results of the preliminary engineering phase and proposed alignments, LAN will prepare an Opinion of Probable Construction Cost based on 30% design.

11. Deliverables:

a. Preliminary Engineering Report Draft: LAN will provide 3 hard copies and 1 electronic pdf file of a draft PER to the City for review and distribution.

b. Preliminary Engineering Report Final: Upon City review of the draft PER, LAN will address all review comments and provide 3 hard copies, 1 electronic pdf file, and a CAD file of the final PER. The CAD file(s) shall include all exhibits and/or proposed alignments included in the PER.

II. Design Phase (60/90/99%/100%)

1. Project Management and QA/QC: This task includes regular communications with the City; managing subconsultants, staff resources, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.

2. Meetings

a. Project Meetings: Project meetings will be held in conjunction with each milestone deliverable. A total of up to four (4) project meetings are included in the Design Phase.

b. Public Meetings: Attendance at one (1) public meeting is included in the Design Phase. LAN will prepare all necessary exhibits required for the public meeting, and will assist the City Project Manager in meeting agenda preparation.

c. Utility Coordination Meetings: LAN will attend one (1) utility coordination meeting with utility providers identified within the project area to collect existing information and review potential conflicts. If additional meetings are warranted, it shall be considered supplemental services.

### 3. Design Drawings:

a. It is anticipated the following drawings will be included in the final drawing set:

- i. Cover Sheet with sheet index;
- ii. Quantity Table (beginning at 90% Submittal);
- iii. General Construction and Utility Notes;
- iv. Benchmarks, Legend, and Tree List;
- v. Erosion/Sedimentation Control Plans and Details: LAN will develop erosion and sedimentation control measures as part of a Storm Water Pollution Prevention Plan (SWPPP). SWPPP and EPIC sheets will be provided.
- vi. Existing and Proposed Utility Layouts;
- vii. Off-site/On-site Drainage Area sheets;
- viii. Drainage Area Calculations;
- ix. Open Channel Plan & Profiles;
- x. Storm Drain Plan & Profiles;
- xi. Water Plan & Profiles;
- xii. Wastewater Plan & Profiles;
- xiii. Water, Wastewater, & Stormwater Details;
- xiv. Tree Mitigation Plan (if necessary);
- xv. Traffic Control Plan and Details;
- xvi. Signage and Pavement Marking Plan; and
- xvii. Construction Phasing Plan.

4. TDLR Review – New sidewalks will be reviewed for Texas Accessibility Standards (TAS) and Americans with Disabilities Act (ADA) compliance, and will be permitted with the Texas Department of Licensing and Registration (TDLR). Altura Solutions will provide review and permitting services by a Registered Accessibility Specialist (RAS).

5. Deliverables: LAN will prepare construction drawings ready for public bidding to include notes, plan and profile sheets, details, environmental protection, traffic control, and work and storage locations. It is assumed all plan and profile sheets will be at 1"=40' horizontal and 1"=10' vertical scale on 11" x 17" plans.

a. 60% Submittal: LAN will provide four (4) hard copies of 11" x 17" plan sets and one (1) pdf electronic copy.

At a minimum, the plan set will contain the following:

- i. Cover Sheet
- ii. Project Layout Sheet(s): LAN will provide a layout of the project with plan sheet references.
- iii. Plan and Profile Sheets: Storm, water and wastewater plan and profiles will be provided. A separate drawing for proposed sidewalks will not be provided, but will be included on other plan & profile drawings. (Estimated Sheet Count: 10)
- iv. List of Standard Details: City of San Marcos details will be used to the extent available. City of Austin details will be used as needed.
- v. List of Standard Specifications: City of San Marcos Division 1 specifications will be used. City of Austin standard specifications will be used as needed.
- vi. Project Specific/Special Specifications
- vii. Project Specific/Special Details
- viii. Engineer's Opinion of Probable Construction Cost
- ix. Construction Schedule

b. 90% Submittal: LAN will provide four (4) hard copies of 11" x 17" plan sets and one (1) pdf electronic copy. In addition to the 60% submittal items, the 90% plan set will include the following:

- i. Special Details (as needed);
- ii. Quantities: Quantities will be broke out by page;
- iii. Engineer's Opinion of Probable Construction Cost (broken out by page);
- iv. Specifications: Specifications at the 90% submittal shall include the following:
  - a. Index of Specifications;
  - b. Modifications to City of Austin specifications;
  - c. Project Specific City of San Marcos Adopted Specifications;
  - d. Special Specifications.
- v. Completed Bid Form

c. 99% Submittal: LAN will provide final unsealed plans (four (4) 11" x 17" copies, 1 pdf) for City review, incorporating all comments from the 60% and 90% Design submittal reviews.

d. Final 100% Submittal: LAN will provide the following documents with the 100% Submittal:

- i. Two (2) hard copies of sealed 11" x 17" plan sets, one (1) CAD file, and one (1) pdf electronic copy;
- ii. Construction Check List (pdf);
- iii. Bid Form (Word); and
- iv. Technical Specifications (pdf).



### III. Bid Phase

1. Project Management: This task includes routine communication with the City; managing staff resources, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Attend Pre-Bid Meeting: LAN will assist the City in conducting pre-bid meeting and developing the agenda.
3. Answer Questions: LAN will coordinate with the City for issuing responses for technical questions and requests for additional information from potential bidders.
4. Bid Tabulation and Recommendation of Award: LAN will review all bids and evaluate them for responsiveness and confirm accuracy of bid amount.
5. Reference check for bid qualification: LAN will check references for the low bidder and second low bidder. LAN will check for debarment. LAN will prepare a letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other action as appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
6. Conformed Plans: LAN will provide one (1) electronic copy of Construction Plans in pdf, one (1) CAD copy, and two (2) 22" x 34" plan set, and four (4) 11" x 17" plan sets. City will provide copies of the specifications.

### IV. Construction Phase

1. Project Management: This task includes routine communication with the City; managing staff resources, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Project Meetings: LAN will attend regular construction meetings with the City, Contractor, and other parties as appropriate to review the construction progress. For budgeting purposes we have assumed twelve (12) construction progress meetings.
3. Attend Pre-Construction Conference: LAN will attend a pre-construction conference for the project with the City, Contractor, and other parties as appropriate.
4. Submittal Review: LAN will review all Contractor provided submittals. For budgeting purposes we have assumed a total of twenty (20) submittals, which includes reviews of re-submittals. LAN will track submittals with a submittal log, and will update before each project meeting.
5. Response to Requests for Information/Modifications: LAN will review and respond to all requests for information (RFI's) from the Contractor. A total of five (5) RFI's have been assumed.
6. Construction Observations: LAN will make site visits to observe construction throughout the duration of the project as appropriate to verify the project is being constructed in conformance with the

construction Plans and Technical Specifications. It is assumed a total of twelve (12) site visits will be performed (average 2 per month).

7. Pay Estimate Review: LAN will review Contractor's Pay Applications after quantity concurrence by the City's Construction Inspector. Review of six (6) Pay Applications has been assumed.

8. Review of Change Orders: LAN will review all Contractor requests for additional compensation and assist the City in Change Order negotiation and preparation. It is assumed no more than one (1) change order will be reviewed.

9. TDLR Inspection: Altura Solutions will inspect the completed sidewalks for project registration with TDLR.

10. Substantial Completion: LAN will participate in one Substantial Completion walk-through to determine outstanding items and document "punch list items". LAN will issue a Certificate of Substantial Completion when the contract requirements have been met.

#### V. Record Drawings Phase

1. Record Drawings: LAN will review the Contractor's provided redline as-built drawings and incorporate changes made during construction as appropriate. LAN will deliver one (1) draft set of full size bond drawings for inspector review, and one (1) pdf plan set for review. Upon City review and concurrence, LAN will provide a final version of Record Drawings.

2. Deliverables: Upon City review of prepared draft record drawings, LAN will deliver Final Record Drawings, consisting of two (2) sets of full size (22" x 34") bond drawings, one (1) pdf electronic copy, one (1) set of GIS shape files for all new infrastructure, and one (1) CAD copy.

#### **Supplemental Scope of Services**

Design Phase (60%/90%/99%/100%)

1. Subsurface Utility Engineering: Cardno will perform subsurface utility engineering and locating services. The scope of work shall include researching available existing utility records and performing in-field utility designating (Quality Level B) and vacuum excavation test holes (Quality Level A) for up to four (4) test hole locations, assumed to be within pavement areas.

#### **City Responsibilities**

1. The City will provide LAN all data in the City's possession relating to LAN's services on the Project. LAN will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

2. The City will provide prompt notice to LAN whenever the City observes or becomes aware of any development that affects the scope or schedule of LAN's services.

3. The City shall review all information submitted by LAN and render in writing or otherwise provide comments and decisions in a timely manner.
4. The City will obtain right-of-entry for all properties as necessary for LAN and its subconsultants to complete the design phase of the project.
6. The City will obtain all temporary and permanent access, and temporary construction easements.
7. The City will pay for all permit and license fees.
8. The City will field and document all questions received during the Bid Phase and route technical questions to LAN for review and input from the Design Engineer.
9. The City will distribute all Addenda.
10. The City will prepare and route all Change Orders.

## ATTACHMENT B

FEE ESTIMATE - MAN-HOUR BREAKDOWN COERS DRIVE DRAINAGE IMPROVEMENTS (Preliminary Engineering, Final Design, Bid & Construction Phase Services) Revised 1/8/2015														
	TASK DESCRIPTION	Principal in Charge	Rate/ Hr. \$225.00	Project Manager	Rate/ Hr. \$180.00	Project Engineer	Rate/ Hr. \$150.00	Senior Designer	Rate/ Hr. \$100.00	Engineer-in- Training	Rate/ Hr. \$95.00	Admin.	Rate/ Hr. \$70.00	Total
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	
<b>A.</b>	<b>PROJECT MANAGEMENT</b>	0	\$0.00	28	\$5,040.00	16	\$2,400.00	0	\$0.00	8	\$760.00	0	\$0.00	\$8,200.00
1	Project Management/Invoicing	0	\$0.00	12	\$2,160.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$2,160.00
2	Coordination with City and Subconsultants	0	\$0.00	8	\$1,440.00	8	\$1,200.00	0	\$0.00	4	\$380.00	0	\$0.00	\$3,020.00
3	Coordination with Permitting Agencies/Utility Providers	0	\$0.00	8	\$1,440.00	8	\$1,200.00	0	\$0.00	4	\$380.00	0	\$0.00	\$3,020.00
<b>B.</b>	<b>PRELIMINARY PHASE (30%)</b>	1	\$225.00	29	\$5,220.00	60	\$9,000.00	56	\$5,600.00	108	\$10,260.00	6	\$420.00	\$30,725.00
1	Meetings	0	\$0.00	4	\$720.00	4	\$600.00	0	\$0.00	4	\$380.00	0	\$0.00	\$1,700.00
2	Data Collection/Review	0	\$0.00	2	\$360.00	4	\$600.00	4	\$400.00	8	\$760.00	0	\$0.00	\$2,120.00
3	Pipelines	0	\$0.00	2	\$360.00	4	\$600.00	4	\$400.00	4	\$380.00	0	\$0.00	\$1,740.00
4	Streets	0	\$0.00	1	\$180.00	2	\$300.00	4	\$400.00	4	\$380.00	0	\$0.00	\$1,260.00
5	Drainage - 2D Modeling	0	\$0.00	2	\$360.00	16	\$2,400.00	0	\$0.00	24	\$2,280.00	0	\$0.00	\$5,040.00
6	Drainage - Design	0	\$0.00	2	\$360.00	8	\$1,200.00	24	\$2,400.00	24	\$2,280.00	0	\$0.00	\$6,240.00
7	Project Permitting/Design Requirements	0	\$0.00	2	\$360.00	4	\$600.00	0	\$0.00	8	\$760.00	0	\$0.00	\$1,720.00
8	Identify Utility Providers/Conflicts	0	\$0.00	1	\$180.00	2	\$300.00	4	\$400.00	4	\$380.00	0	\$0.00	\$1,260.00
9	Develop Construction Cost Estimates	0	\$0.00	1	\$180.00	4	\$600.00	4	\$400.00	4	\$380.00	0	\$0.00	\$1,560.00
10	Prepare Draft PER Deliverable	0	\$0.00	2	\$360.00	8	\$1,200.00	8	\$800.00	16	\$1,520.00	4	\$280.00	\$4,160.00
11	Prepare Final PER Deliverable	0	\$0.00	2	\$360.00	4	\$600.00	4	\$400.00	8	\$760.00	2	\$140.00	\$2,260.00
12	Quality Assurance & Quality Control Review	1	\$225.00	8	\$1,440.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$1,665.00
<b>C.</b>	<b>DESIGN PHASE (60/90/99/100%)</b>	3	\$675.00	62	\$11,160.00	100	\$15,000.00	188	\$18,800.00	138	\$13,110.00	11	\$770.00	\$59,515.00
1	Project Meetings	1	\$225.00	8	\$1,440.00	8	\$1,200.00	0	\$0.00	4	\$380.00	0	\$0.00	\$3,245.00
2	Public Meetings	0	\$0.00	4	\$720.00	4	\$600.00	4	\$400.00	0	\$0.00	0	\$0.00	\$1,720.00
3	Utility Coordination Meetings	0	\$0.00	2	\$360.00	4	\$600.00	4	\$400.00	2	\$190.00	0	\$0.00	\$1,550.00
4	Design Drawings - 60% Submittal	0	\$0.00	8	\$1,440.00	28	\$4,200.00	80	\$8,000.00	40	\$3,800.00	4	\$280.00	\$17,720.00
5	Design Drawings - 90% Submittal	0	\$0.00	4	\$720.00	20	\$3,000.00	48	\$4,800.00	24	\$2,280.00	4	\$280.00	\$11,080.00
6	Design Drawings - 99% Submittal	0	\$0.00	2	\$360.00	8	\$1,200.00	20	\$2,000.00	8	\$760.00	2	\$140.00	\$4,460.00
7	Design Drawings - 100% Submittal	0	\$0.00	2	\$360.00	4	\$600.00	4	\$400.00	4	\$380.00	1	\$70.00	\$1,810.00
8	Quantity Take Off	0	\$0.00	0	\$0.00	0	\$0.00	16	\$1,600.00	0	\$0.00	0	\$0.00	\$1,600.00
9	Technical Specifications	0	\$0.00	8	\$1,440.00	16	\$2,400.00	0	\$0.00	40	\$3,800.00	0	\$0.00	\$7,640.00
10	Engineer's Opinion of Probable Cost	0	\$0.00	4	\$720.00	8	\$1,200.00	12	\$1,200.00	16	\$1,520.00	0	\$0.00	\$4,640.00
11	Quality Assurance & Quality Control Reviews	2	\$450.00	20	\$3,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$4,050.00
<b>D.</b>	<b>BID PHASE</b>	0	\$0.00	6	\$1,080.00	14	\$2,100.00	4	\$400.00	8	\$760.00	0	\$0.00	\$4,340.00
1	Attend Prebid Meeting	0	\$0.00	2	\$360.00	2	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	\$660.00
2	Respond to Plan Holder Requests for Information	0	\$0.00	2	\$360.00	4	\$600.00	0	\$0.00	2	\$190.00	0	\$0.00	\$1,150.00
3	Prepare Addenda	0	\$0.00	1	\$180.00	4	\$600.00	4	\$400.00	4	\$380.00	0	\$0.00	\$1,560.00
4	Evaluate Bids & Bid Tabulation	0	\$0.00	1	\$180.00	4	\$600.00	0	\$0.00	2	\$190.00	0	\$0.00	\$970.00
<b>E.</b>	<b>CONSTRUCTION PHASE</b>	2	\$450.00	36	\$6,480.00	53	\$7,950.00	0	\$0.00	49	\$4,655.00	0	\$0.00	\$19,535.00
1	Project Meetings	0	\$0.00	12	\$2,160.00	12	\$1,800.00	0	\$0.00	12	\$1,140.00	0	\$0.00	\$5,100.00
2	Pre-Construction Conference	0	\$0.00	2	\$360.00	2	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	\$660.00
3	Submittals Review	0	\$0.00	5	\$900.00	10	\$1,500.00	0	\$0.00	20	\$1,900.00	0	\$0.00	\$4,300.00
4	Response to Request for Information/Modifications	0	\$0.00	5	\$900.00	5	\$750.00	0	\$0.00	5	\$475.00	0	\$0.00	\$2,125.00
5	Construction Observations	0	\$0.00	6	\$1,080.00	12	\$1,800.00	0	\$0.00	6	\$570.00	0	\$0.00	\$3,450.00
6	Pay Estimate Review	0	\$0.00	0	\$0.00	6	\$900.00	0	\$0.00	6	\$570.00	0	\$0.00	\$1,470.00
7	Review of Change Orders	2	\$450.00	2	\$360.00	2	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	\$1,110.00
8	TDLR Inspection (Altura Solutions)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
9	Substantial Completion Walk-through	0	\$0.00	4	\$720.00	4	\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$1,320.00
<b>F.</b>	<b>RECORD DRAWINGS PHASE</b>	0	\$0.00	1	\$180.00	4	\$600.00	16	\$1,600.00	4	\$380.00	1	\$70.00	\$2,830.00
1	Record Drawings	0	\$0.00	0	\$0.00	2	\$300.00	16	\$1,600.00	2	\$190.00	0	\$0.00	\$2,090.00
2	Deliverables	0	\$0.00	1	\$180.00	2	\$300.00	0	\$0.00	2	\$190.00	1	\$70.00	\$740.00
<b>TOTAL HOURS</b>		<b>6</b>	<b>\$1,350</b>	<b>162</b>	<b>\$29,160</b>	<b>247</b>	<b>\$37,050</b>	<b>264</b>	<b>\$26,400</b>	<b>315</b>	<b>\$29,925</b>	<b>18</b>	<b>\$1,260</b>	

The hours listed above are an estimate. The hours assigned to the Phase are not exclusive to the Phase which they are assigned. The total fee will not exceed the total contract amount as discussed in Article 2. The hourly rates of this contract shall apply to throughout the remainder of this contract and to all change in services.

**Payment to the ENGINEER will be made as follows:**

1. Basic Services - The amounts of these invoices will be based upon the extent of work completed by the Engineer on an hourly basis.
2. Supplemental Services - The Engineer will receive approval in writing before performing supplemental services. The amounts of these invoices will be based upon the extent of work completed by the Engineer on a lump sum basis.
3. Reimbursable expense - Reimbursable expenses including such things as expenses for plotting, reproduction of documents, auto travel mileage (current IRS approved mileage rate), delivery charges, long distance communications, freight, and state accessibility will be invoiced with appropriate backup documentation.

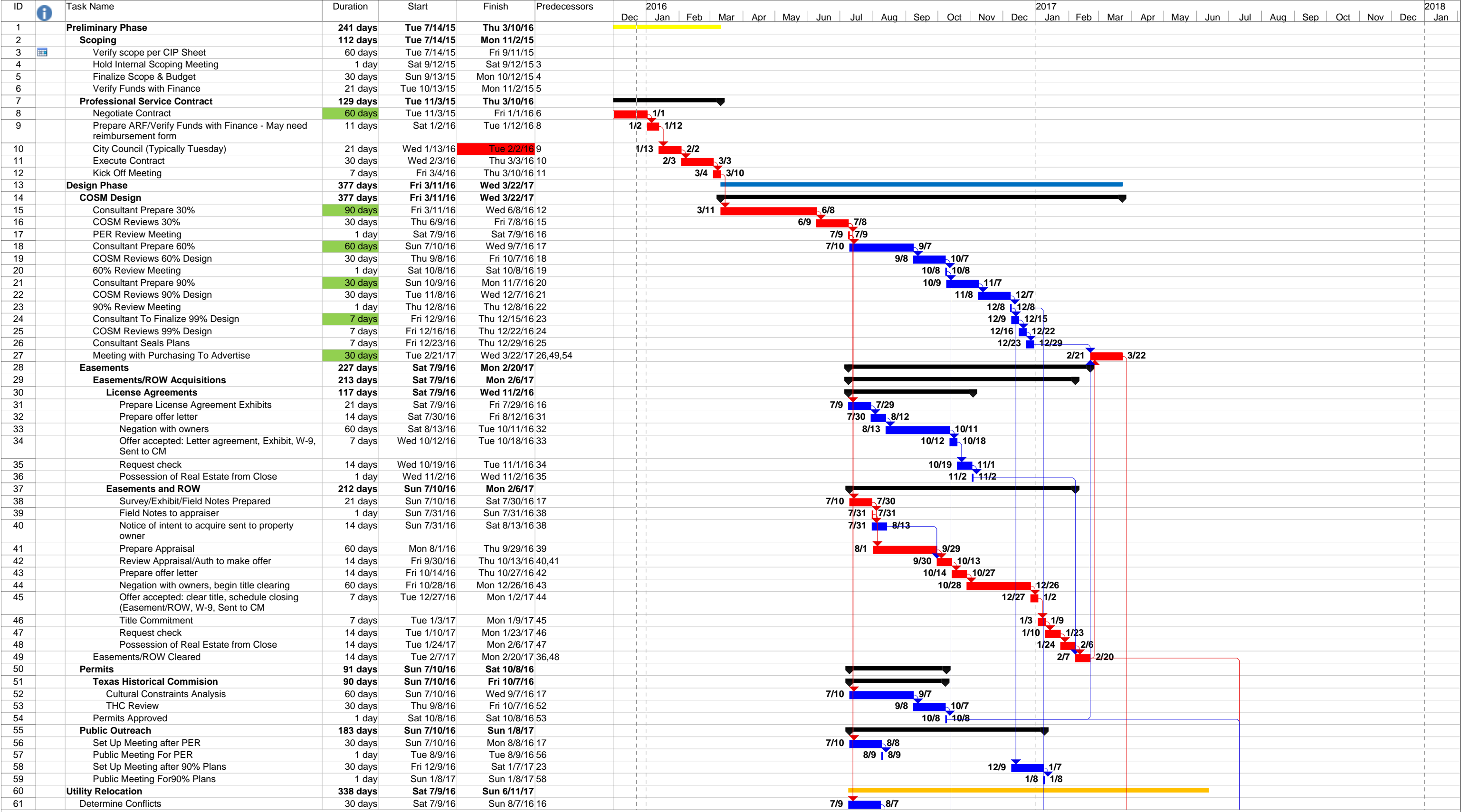
**Invoice and Time of Payment**

Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Invoices shall be submitted monthly and paid within 30 days.

Basic Design Services	\$98,440.00
Bid & Construction Phase Services	\$26,705.00
Surveying (Byrn & Associates)	\$12,600.00
TDLR RAS Review/Inspection (Altura Solutions)	\$2,500.00
Expenses (Reproduction, Mileage, Courier)	\$1,250.00
<b>Project Subtotal</b>	<b>\$141,495.00</b>
Supplemental (Optional) Services - SUE (Cardno)	\$8,380.00
<b>Project Total</b>	<b>\$149,875.00</b>

NOTE: SUBCONSULTANT SERVICES INCLUDE A 5% MARKUP.

Attachment C



Schedule - Coers Improvements  
Date: Wed 12/23/15

Task

Critical Task

Milestone

Summary

◆

◆

◆

Rolled Up Task

Rolled Up Critical Task

Rolled Up Milestone

Rolled Up Progress

◆

◆

Split

External Tasks

Project Summary

Group By Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

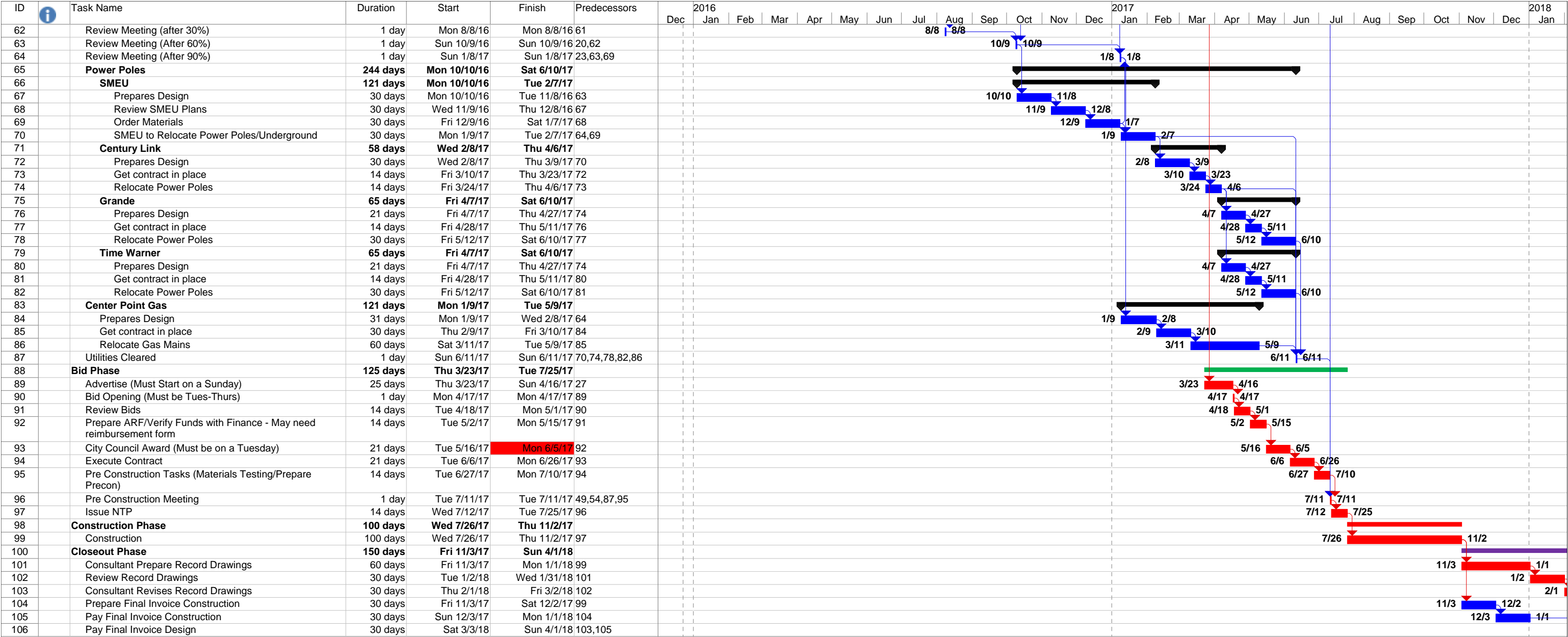
Finish-only

Progress

Deadline

Page 1

Attachment C



Schedule - Coers Improvements  
Date: Wed 12/23/15

Task

Critical Task

Milestone

Summary

◆

◆

◆

Rolled Up Task

Rolled Up Critical Task

Rolled Up Milestone

Rolled Up Progress

◆

Split

External Tasks

Project Summary

Group By Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

Page 2

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

**ATTACHMENT E**  
**AUTHORIZATION OF CHANGE IN SERVICES**  
**CITY OF SAN MARCOS, TEXAS**

**PROJECT NAME:** Coers Drive Improvements Project  
**ENGINEER:** Lockwood, Andrews & Newnam, Inc.  
**CONTRACT NO:** 216-168  
**AUTHORIZATION NO:** \_\_\_\_\_  
**CONTRACT EXECUTION DATE:** \_\_\_\_\_  
**DATE OF THIS CHANGE:** \_\_\_\_\_

**WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES**

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Previous contract amount: \$ \_\_\_\_\_  
Net increase/decrease in contract amount: \$ \_\_\_\_\_  
Revised contract amount: \$ \_\_\_\_\_

Requested by:

Lockwood, Andrews & Newnam, Inc.

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

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

\_\_\_\_\_  
Printed name, title

Approved by:

City of San Marcos:

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

By: \_\_\_\_\_  
Jared Miller, City Manager

*City only below this line.*

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Account Number(s): \_\_\_\_\_, \_\_\_\_\_  
Previous Changes in Service:  
# \_\_\_\_\_; date; amount  
# \_\_\_\_\_; date; amount  
# \_\_\_\_\_; date; amount

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