

**AGREEMENT BETWEEN  
THE CITY OF SAN MARCOS AND  
PROFESSIONAL FIRM FOR  
ENGINEERING SERVICES**

This Agreement is made as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between:

**The Owner:**               The City of San Marcos, Texas

and

**The Professional Firm:**     Maestas & Associates, LLC

for

**The Project:** S. Guadalupe Street Improvements: University Dr. to Grove St.

Owner Standard Terms and Conditions: Parties have read and agree to be bound by the General Terms and Conditions found at <http://www.sanmarcostx.gov/DocumentCenter/Home/View/6608>.

**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 Professional Firm’s obligations under this Agreement (collectively, “**Professional Firm’s 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 use Professional Firm's best efforts, skill, judgment, and abilities so as to perform Professional Firm's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Professional Firm shall at all times provide sufficient personnel to accomplish Professional Firm's Services in a timely manner. Professional Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Professional Firm’s obligations under this Agreement.

Professional Firm agrees to perform Professional Firm's 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.

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

Professional Firm shall designate a representative primarily responsible for Professional Firm's Services under this Agreement. The designated representative shall act on behalf of Professional Firm with respect to all phases of Professional Firm's 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 Professional 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 Professional Firm shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Professional 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 Professional Firm's drawings, specifications and other documents of service produced by Professional Firm's in the performance of its obligations under this Agreement (collectively the "**Design Documents**") as required. Owner will notify Professional Firm of any design fault or defect in Professional Firm's 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 Firm's Services.

The Owner designates Rohit Vij, P.E., 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:

Name: Rohit Vij, P.E.  
Title: Senior Engineer  
630 East Hopkins  
San Marcos, Texas 78666  
Ph. 512-393-8133  
E-mail: rvij@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 Professional 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 Professional Firm agree to act in good faith in the selection of the mediator and to 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 Professional 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 day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Professional Firm.

In the event of termination through no fault of the Professional Firm, Professional Firm shall be equitably compensated for all Professional Firm 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 Professional 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 Professional Firm 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. Professional 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, Professional 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. Professional 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.

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. Professional 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 Professional Firm understands that those Owner funds for the payment for work performed by the Professional 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 Professional 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. Professional 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, Professional 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 Professional 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 Professional Firm's use of any such subconsultant, subcontractor or agent of Professional Firm under this Agreement.

Limitation of Liability. In recognition of the relative risks and benefits of the Agreement to both the Owner and Professional Firm, to the fullest extent permitted under applicable law, Owner agrees that Professional 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 may terminate the Agreement at any time upon 30-calendar days notice in writing to Professional Firm. Upon receipt of such notice, Professional 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 Professional 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  
San Marcos, Texas 78666  
Attn: Engineering & Capital Improvements  
rvij@sanmarcostx.gov

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

If to Professional Firm Ernest T. Maestas, P.E.  
Maestas & Associates, LLC  
11550 IH 10 West, Suite 350  
San Antonio, TX 78230  
emaestas@maesce.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 on Change in Services Form in **Exhibit 2** to do so. The Authorization on 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 Professional Firm's Services and include actual and reasonable expenses incurred by the Professional 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 Professional 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 Professional Firm.

**ARTICLE 9**  
**ADDITIONAL SERVICES**

Additional Services are services not included in the Professional Firm's Services and not reasonably inferable from Professional Firm's 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 Professional 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**

Professional Firm shall present monthly Applications for Payment to the Owner detailing the Professional 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, Professional 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 Application for Payment and notify Professional Firm whether the Application 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 Application for Payment.

Owner shall have the right to withhold from payments due Professional 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 Professional Firm to perform its obligations under this Agreement.

**ARTICLE 11**  
**PROFESSIONAL FIRM'S ACCOUNTING RECORDS**

Records of Professional 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 years after final Payment or abandonment of the Project, unless Owner otherwise instructs Professional Firm in writing. Professional 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.

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

Professional 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 Professional 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**

Professional 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 arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner, and its City Council, officers, agents and employees, customers, agents, successors and assigns against any damage or claim of any type arising to the extent caused by the negligent or intentional acts or omission of Professional Firm, its employees, agents and/or assigns.

**ARTICLE 14**  
**PROFESSIONAL FIRM'S COMPENSATION**

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

Service Fees: The maximum fee for Professional Firm's Services shall not exceed Two Hundred Eleven Thousand Eight Hundred Forty Five Dollars (\$211,845.00).

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and **Exhibit 3**), Professional Firm shall be compensated for the actual expense incurred by Professional Firm. Notwithstanding the foregoing, Owner's payment to Professional 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 Professional Firm's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

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

**OWNER:**

**PROFESSIONAL FIRM:**

**THE CITY OF SAN MARCOS**

**MAESTAS & ASSOCIATES, LLC**

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

By: Ernest T. Maestas

Name: Bert Lumbreras

Name: Ernest T. Maestas

Title: City Manager

Title: President

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

Date: 5-4-18

**Exhibits:**

**EXHIBIT 1 – Scope of Services and Deliverables**

**EXHIBIT 2 – Authorization of Change in Service Form**

**EXHIBIT 3 – Detailed Fee Schedule**

**EXHIBIT 4 – Project Schedule**

**EXHIBIT 5 – Other Language as Required by Federal, State, or Local Laws**

**EXHIBIT 1**  
**SCOPE OF SERVICES AND DELIVERABLES**

**EXHIBIT 1**  
**SCOPE OF SERVICES AND DELIVERABLES**

**S. Guadalupe Street: University Drive to Grove St.  
Roadway Improvements**

This project involves the development of a Construction plans for S. Guadalupe Street from University Drive to Grove Street. Schematic Phase will involve access management (driveway integration for the corridor, street parking layouts, sidewalk improvements, incorporation of bike path along the corridor, design of Pedestrian/Bike crossings at the UPRR tracks, coordination with UPRR, water quality features at railroad tracks and MLK Blvd., pavement marking and signage layouts, and incorporation of planned development along the corridor.

Plans will be developed phases as outlined below:

- Preliminary Phase (30% Design)
- 60% Design Phase
- 90% Design Phase
- 100% Design Phase
- Bidding Phase
- Construction Phase
- Project Closeout

**Preliminary Design Phase**

**1. Meetings**

- 1.1. Attend Kickoff meeting with City Staff to establish and confirm goals for project
- 1.2. Attend bi-weekly progress meetings with City Staff
- 1.3. Prepare exhibits for public meetings as required and coordinate with City Staff on exhibit requirements
- 1.4. Attend up to 3 public meeting with City Staff
- 1.5. Meetings and Coordination with TxDOT (four meetings)
- 1.6. Meetings with coordination with UPRR (four meetings)
- 1.7. Preliminary Design Review Meeting
- 1.8. Sub Consultant Coordination

**2. Data Collection Review**

- 2.1. Review Reports/Studies/Drawings
- 2.2. Make site visits (minimum of 2 site visits)

**3. Field Investigations**

- 3.1. Topographic Surveying (Byrn Surveying, Services provided under City Contract)
  - 3.1.1. Establish Primary and Secondary Project Control
- 3.2. Survey topographic features including but not limited to fences, curbs, driveway, railroad crossings, rail road signal arms and warning light poles, manholes, power

- poles, guy wires, culverts, sidewalks, bridges, traffic signal poles and mast arms, retaining walls, driveway culverts, pull boxes, signs, mailboxes, bridge railing, concrete rip rap, channels, edge of pavement, fire hydrants, bollards, etc. Show improvements on adjacent property within 10 feet of ROW only where ROE can be secured
- 3.2.1. Survey of topographic feature is to extend 50-feet on side streets from Grove St to University Drive.
  - 3.2.2. Survey cross sections & spot elevations to develop DTM and contour mapping
  - 3.2.3. Survey existing culverts, drainage outfall and bridge over Purgatory Creek and approaches
  - 3.3. Boundary Surveying tied to COSM Survey Monuments
    - 3.3.1. Strip Map – CADD file showing ROW Map & Adjoining properties & Ownership Information (legal description & name)
  - 3.4. Identify all utilities in field on poles and visible on ground
    - 3.4.1. Coordinate with Texas811 and City of San Marcos to preform Quality Level B Utility Locates
      - 3.4.1.1. Water
      - 3.4.1.2. Sanitary Sewer
      - 3.4.1.3. Natural Gas
      - 3.4.1.4. Underground Electric
      - 3.4.1.5. Underground Telephone
      - 3.4.1.6. Underground Cable Television
    - 3.4.2. Survey Quality Level B Utility Locates
    - 3.4.3. Water
      - 3.4.3.1. Valve Box elevations
    - 3.4.4. Sanitary Sewer
      - 3.4.4.1. Manhole Rings and Covers elevations
      - 3.4.4.2. Invert elevations and details (sizes, configurations, flow directions, north arrow)
    - 3.4.5. Natural Gas
      - 3.4.5.1. Valve Box elevations
      - 3.4.5.2. Test box elevations
    - 3.4.6. Storm Drainage Manholes, Inlets and Outfalls
      - 3.4.6.1. Manhole rings and covers elevations
      - 3.4.6.2. Top of structures if different from rings and covers
      - 3.4.6.3. Invert elevations and details
      - 3.4.6.4. Lateral details (sizes, configurations, flow directions)
    - 3.4.7. Underground Electric
      - 3.4.7.1. Manhole rings and covers elevations
    - 3.4.8. Telephone
      - 3.4.8.1. Manhole rings and covers elevations
    - 3.4.9. Underground Cable Television
      - 3.4.9.1. Manhole rings and covers elevations
    - 3.4.10. Tree Survey
      - 3.4.10.1. Survey trees with trunk diameter > 4" (Species, Trunk Diameter and Canopy) for existing S. Guadalupe St. ROW

#### **4. Roadway Design**

- 4.1. Develop Typical Roadway Sections for the locations below. All proposed improvements will be developed to fit within existing ROW limits.
  - 4.1.1. S. Guadalupe Street from University Drive to Hutchinson St
  - 4.1.2. S. Guadalupe Street from Hutchinson St. to Hopkins St.
  - 4.1.3. S. Guadalupe Street from Hopkins St. to San Antonio St.
  - 4.1.4. S. Guadalupe Street from San Antonio St. to Martin Luther King Dr.
  - 4.1.5. S. Guadalupe Street from Martin Luther King Drive to northern UPRR crossing
  - 4.1.6. S. Guadalupe Street from northern UPRR Crossing to southern UPRR crossing (Cheatham St)
  - 4.1.7. S. Guadalupe Street from southern UPRR crossing (Cheatham St) to 200 feet south of Grove Street
- 4.2. Establish Horizontal Roadway alignment and Stationing for S. Guadalupe Street showing:
  - 4.2.1. Centerline geometry (centerline bearings, PI, PC, and PT stations, centerline curve data, curb return radii, etc.)
- 4.3. Prepare preliminary plans for
  - 4.3.1. Roadway modifications with Parking layouts
  - 4.3.2. Pavement Marking and Striping
  - 4.3.3. Pedestrian Mobility
  - 4.3.4. Driveway Management
  - 4.3.5. Water Quality Features
  - 4.3.6. Pedestrian/Bike path railroad crossings including signals
  - 4.3.7. Utility Layout
- 4.4. Determine Permitting Requirements
- 4.5. Identify Utility providers with Project Limits
- 4.6. Prepare Utility Conflict Matrix
- 4.7. Prepare quantity calculations and Opinion of Probable Construction Cost (OPCC)
- 4.8. Prepare Preliminary Phase Report with Exhibits
- 4.9. Internal QA/QC

#### **5. Deliverables**

- 5.1. Conceptual Layouts
- 5.2. Cost Estimates
- 5.3. Schematic Layouts in Roll format suitable for public for meetings. Typical Roadway Cross sections will be included on roll plan.
- 5.4. Draft Preliminary Engineering Report (3 hard copies & one Pdf version)
- 5.5. Final Preliminary Engineering Report (3 hard copies, one Pdf version & dgn files).

### **60% Design Phase**

#### **1. Meetings**

- 1.1. Attend monthly progress meetings with City Staff (three meetings)

- 1.2. Prepare exhibits for public meetings as required and coordinate with City Staff on exhibit requirements
- 1.3. Attend up to 1 public meeting with City Staff
- 1.4. Meetings and Coordination with TxDOT (one meeting)
- 1.5. Coordination with UPRR
- 1.6. Attend 60% Design Review Meeting
- 1.7. Sub Consultant Coordination

## **2. Design Sheets**

- 2.1. Cover Sheet
- 2.2. Index of Sheets
- 2.3. Project Layout
- 2.4. Existing Typical Sections
- 2.5. Proposed Typical Sections
- 2.6. Preliminary General Notes
- 2.7. Project Summary of Quantity Table
- 2.8. Traffic Control Sheets
  - 2.8.1. Construction Phasing
  - 2.8.2. Work Zone Typical Sections
  - 2.8.3. Sequence of Work Narrative
  - 2.8.4. Temporary Signal
  - 2.8.5. Traffic Control Standards
- 2.9. Road Design
  - 2.9.1. Demolition Plan
  - 2.9.2. Roadway modifications with Parking layouts
  - 2.9.3. Pedestrian Mobility
  - 2.9.4. Driveway Management
  - 2.9.5. Water Quality Features
  - 2.9.6. Pedestrian/Bike path railroad crossings including signals
- 2.10. Traffic Signal Plans
- 2.11. Utility Layout
- 2.12. Signing and Pavement Markings
- 2.13. List of Design Standard Sheets
- 2.14. 60% OPCC
- 2.15. List of Specifications
  - 2.15.1. City San Marcos Standard Specification
  - 2.15.2. Modified City of Austin Specifications
  - 2.15.3. Special Specifications

## **3. Deliverables**

- 3.1. 60% Plan Set (4 hard copies-11"x17" Sets & 1 PDF)
  - 3.1.1. Plan Set
    - 3.1.1.1. Project Cover Sheet
    - 3.1.1.2. Plan Sheets
    - 3.1.1.3. List of CoSM and CoA Standards
    - 3.1.1.4. List of Standard CoSM Div 1 and CoA Specifications

- 3.1.1.5. Project Specific/Special Specifications
- 3.1.1.6. Project Specific/Special Details
- 3.1.2. 60% OPCC

## **90% Design Phase**

### **1. Meetings**

- 1.1. Attend monthly progress meetings with City Staff
- 1.2. Meetings and Coordination with TxDOT (One meeting)
- 1.3. Coordination with UPRR
- 1.4. Attend 90% Design Review Meeting
- 1.5. Sub Consultant Coordination

### **2. Design Sheets**

- 2.1. Finalize Cover Sheet
- 2.2. Update Index of Sheets
- 2.3. Update Project Layout
- 2.4. Update Proposed Typical Sections
- 2.5. Update General Notes
- 2.6. Update Summary of Quantity and add sheet quantities
- 2.7. Traffic Control Sheets
  - 2.7.1. Schedule of Advanced Warning Signs
  - 2.7.2. Update Construction Phasing
  - 2.7.3. Update Work Zone Typical Sections
  - 2.7.4. Special Notes for Construction Phasing Plan
  - 2.7.5. Update Sequence of Work Narrative
  - 2.7.6. Temporary Signal
  - 2.7.7. Timing & Phasing Plan
  - 2.7.8. Traffic Control Standards
- 2.8. Road Design
  - 2.8.1. Update Demolition Plan
  - 2.8.2. Update Roadway modifications with Parking layouts
  - 2.8.3. Update Pedestrian Mobility
  - 2.8.4. Update Driveway Management
  - 2.8.5. Update Water Quality Features
  - 2.8.6. Update Pedestrian/Bike path railroad crossings including signals
- 2.9. Traffic Signal Plans
- 2.10. Utility Layout
- 2.11. Signing and Pavement Markings
- 2.12. Design Standard Sheets
- 2.13. 90% OPCC by Sheet
- 2.14. Prepare Draft Technical Specifications
  - 2.14.1. City San Marcos Standard Specification
  - 2.14.2. Modified City of Austin Specifications
  - 2.14.3. Special Specifications
- 2.15. Prepare Bid Form

### **3. Deliverables**

- 3.2 90% Plan Set (4 hard copies-11"x17" Sets & 1 PDF)
  - 3.2.1 Plan Set (Include Items from 60%)
    - 3.2.1.1 Profiles
      - 3.3.1.1. Details
      - 3.3.1.2. Quantities (by Sheet)
      - 3.3.1.3. OPCC (by Sheet)
      - 3.3.1.4. Specifications
  - 3.2.2 Bid Forms

### **100% Design Phase**

#### **1. Meetings**

- 1.1. Coordination with TxDOT
- 1.2. Coordination with UPRR
- 1.3. Attend 100% Design Review Meeting
- 1.4. Sub Consultant Coordination

#### **2. Design Sheets**

- 2.1. Sign and Seal plans and Specifications
- 2.2. Finalize OPCC for 100% plans
- 2.3. Finalize Bid Form

#### **3. Deliverables**

- 3.3 100% Submittal Sealed (2- 11"x17" Sets, 1 PDF, 1 CAD)
  - 3.3.1 Sealed Plan Set
  - 3.3.2 Construction Check List (1 PDF)
  - 3.3.3 Bid Form (Word version)
  - 3.3.4 Technical Specifications (1 PDF)

### **Bid Phase**

- 1.1. Attend Pre-Bid Meeting
- 1.2. Respond to Questions
- 1.3. Prepare and Issue Addenda to Purchasing
- 1.4. Attend Bid Opening
- 1.5. Perform Bid Tabulation and Prepare Recommendation of Award
- 1.6. Reference check for bid qualification
  - 1.6.1. Check for Debarment and perform a background check (only required for Federal Funded Jobs)
  - 1.6.2. Prepare Letter of recommendation (add statement that debarment has been checked)
  - 1.6.3. Provide copy of above information to the city
- 1.7. Prepare and submit Conformed Plans and Specifications (1 PDF, 1 CAD, 2-22"x34" Sets, 4-11"x17" Sets)

### **Construction Phase (Assumed to be 12 months)**

- 1.1. Attend Pre-Construction Conference
- 1.2. Attend Monthly Project Meetings
- 1.3. Shop Drawing Review
- 1.4. Respond to RFI's
- 1.5. Respond to Request for Proposals
- 1.6. Review Change Orders
- 1.7. Maintain Shop Drawing Review log
- 1.8. Perform site visits on as needed basis and prepare and submit Site Visit Reports (assume 4 visits)
- 1.9. Attend monthly Construction meetings
- 1.10. Perform Substantially Complete walkthrough
- 1.11. Perform Final Completion walkthrough

### **Project Closeout**

- 1.1. Review Final Pay Estimate
- 1.2. Prepare Draft Plan of Record Drawings (1 full size, 1 pdf 11" x 17" Set, 1 Dwg)
- 1.3. Prepare Final Plan of Record Drawings (1 pdf, 1 Dwg, 2-22"x34" sets, 2-11"x17" Sets)
- 1.4. Surface to grid conversion scale factor for GIS
- 1.5. Prepare GIS Shape file

### **Exclusions: If requested services can be provided as Additional Services**

- I. Preliminary Phase (30%)
  - A. Meetings
    - i. Utility Coordination Meeting(s)
  - B. Data Collection/Review
    - iii. Staff Meeting(s)
  - C. Field Investigations
    - v. Subsurface Utility Locate
    - vi. Geotechnical
    - vii. Geological Assessment
    - viii. Environmental Clearance
    - ix. Archeological
  - D. Pipelines – water/sanitary sewer
    - i. Determine Alignment(s)
    - ii. Preliminary Hydraulics/Modeling
  - E. Plants/Facilities
    - i. Develop Design Parameters
  - F. Streets
    - i. Traffic Counts
  - G. San Marcos Electric (SMEU)
    - i. Underground Conduit
    - ii. Photometric for Street Lighting

- iii. If effected by project, coordination required
- H. Drainage
  - i. Watershed Analysis
  - ii. Determine Alignments
  - iii. Preliminary Hydraulics/Modeling
  - iv. LID/Water Quality
- I. Determine Easement/Land Acquisition Requirements
  - i. Prepare Exhibits
  - ii. Field Notes
  - iii. Negotiations of Easements
- N. Deliverables – (Must follow COSM CADD standards)
  - i. Monthly Status Report

II. Design Phase 99%

**EXHIBIT 2**

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

**AGREEMENT/ SERVICES:  
CITY REPRESENTATIVE:  
CONTRACTOR:  
AUTHORIZATION NO.:  
CONTRACT EFFECTIVE DATE:  
THIS AUTHORIZATION DATE:**

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

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Previous contract amount: \$ \_\_\_\_\_ (NTE annual fee)  
Net increase/decrease in contract amount: \$ -0-  
Revised annual Agreement amount: \$ \_\_\_\_\_ (NTE annual fee)

Contractor Name

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

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

\_\_\_\_\_  
Printed Name, Title

Approved by:

City of San Marcos:

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

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

\_\_\_\_\_  
Printed Name, Title

***City Department (PM, etc.) only below this line.***

Account Number(s): \_\_\_\_\_

Previous Changes in Service:

# \_\_\_\_\_; date; amount

# \_\_\_\_\_; date; amount

# \_\_\_\_\_; date; amount

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**EXHIBIT 3**  
**DETAILED FEE SCHEDULE**

**City of San Marcos**  
**PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN**

Project: **S. Guadalupe St- University Dr. to Grove St**  
 Prime Consultant: **Maestas & Associates, Inc.**  
 Proposal Date: **4/2/2018**  
 Prepared By: **Ernest Maestas**

Work Classification	Principal	Project Manager	Project Engineer	EIT I	EIT II	EIT III	CADD Tech I / Eng Tech I	CADD Tech II / Eng Tech II	CADD Tech III / Eng Tech III	Admin/ Clerical
Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION		HOURS	TASK HOURS	TASK / PHASE FEE									
<b>Preliminary Design</b>		0	72	98	0	144	0	0	142	0	0	456	\$ 58,540.00
1	Meetings												
1.1.	Attend Kickoff meeting with City Staff		4	4								8	\$1,280.00
1.2.	Attend bi-weekly progress meetings with City Staff		12	12								24	\$3,840.00
1.3.	Prepare exhibits for public mtgs & coordinate with City Staff		2			4			6			12	\$1,420.00
1.4.	Attend up to 3 public meeting with City Staff		12	12								24	\$3,840.00
1.5.	Meetings and Coordination with TxDOT (four meetings)		4	6								10	\$1,590.00
1.6.	Meetings with coordination with UPRR (four meetings)		6	6								12	\$1,920.00
1.7.	Preliminary Design Review Meeting		3	3								6	\$960.00
1.8.	Sub Consultant Coordination			2								2	\$310.00
2	Data Collection Review												
2.1.	Review Reports/Studies/Drawings		1	4		4						9	\$1,245.00
2.2.	Make site visits (minimum of 2 site visits)		4	4								8	\$1,280.00
3	Field Investigations												
3.1.	Topographic Surveying to be provided by Byrn Surveying, Services provided under City Contract											0	\$0.00
4	Roadway Design												
4.1.	Develop Typical Roadway Sections for the locations below. All proposed improvements will be developed to fit within existing ROW limits.												
4.1.1.	S. Guadalupe Street from University Drive to Hutchinson St			1		2			4			7	\$805.00
4.1.2.	S. Guadalupe Street from Hutchinson St. to Hopkins St.			1		2			4			7	\$805.00
4.1.3.	S. Guadalupe Street from Hopkins St. to San Antonio St.			1		2			4			7	\$805.00
4.1.4.	S. Guadalupe Street from San Antonio St. to Martin Luther King Dr.			1		2			4			7	\$805.00
4.1.5.	S. Guadalupe Street from Martin Luther King Drive to northern UPRR crossing			1		2			4			7	\$805.00
4.1.6.	S. Guadalupe Street from northern UPRR Crossing to southern UPRR crossing (Cheatham St)			1		2			4			7	\$805.00
4.1.7.	S. Guadalupe Street from southern UPRR crossing (Cheatham St) to Grove Street			1		2			4			7	\$805.00
4.2.	Establish Horizontal Roadway alignment and Stationing for S. Guadalupe Street showing:												
4.2.1.	Centerline geometry (centerline bearings, PI, PC, and PT stations, centerline curve data, curb return radii, etc.)		1	1		8			8			18	\$2,080.00

**City of San Marcos**  
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Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION		HOURS	TASK HOURS	TASK / PHASE FEE								
4.3.	Prepare preliminary plans for											
4.3.1.	Roadway modifications with Parking layouts		1	1		8			16		26	\$2,920.00
4.3.2.	Pavement Marking and Striping		1	2		24			40		67	\$7,435.00
4.3.3.	Pedestrian Mobility		1	4		8			6		19	\$2,335.00
4.3.4.	Driveway Management		2	8		12			4		26	\$3,370.00
4.3.5.	Water Quality Features		1	4		8			12		25	\$2,965.00
4.3.6.	Pedestrian/Bike path railroad crossings including signals		2	2		4			8		16	\$1,940.00
4.3.7.	Utility Layout		1	1		4			4		10	\$1,200.00
4.4.	Determine Permitting Requirements		1	1		2					4	\$550.00
4.5.	Identify Utility providers with Project Limits		1			4					5	\$625.00
4.6.	Prepare Utility Conflict Matrix			2		4					6	\$770.00
4.7.	Prepare quantity calculations and Opinion of Probable Construction Cost (OPCC)		2	4		12					18	\$2,330.00
4.8.	Prepare Preliminary Phase Report with Exhibits		2	8		24					34	\$4,330.00
4.9.	Internal QA/QC		8								8	\$1,320.00
5	Deliverables											
5.1.	Conceptual Layouts								2		2	\$210.00
5.2.	Cost Estimates								1		1	\$105.00
5.3.	Schematic Layouts in Roll format suitable for public for meetings. Typical Roadway Cross sections will be included on roll plan.								3		3	\$315.00
5.4.	Draft Preliminary Engineering Report (3 hard copies & one Pdf version)								2		2	\$210.00
5.5.	Final Preliminary Engineering Report (3 hard copies, one Pdf version & dgn files).								2		2	\$210.00

**City of San Marcos**  
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Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
<b>60% Design Phase</b>	<b>0</b>	<b>56</b>	<b>119</b>	<b>0</b>	<b>231</b>	<b>0</b>	<b>0</b>	<b>188</b>	<b>0</b>	<b>0</b>	<b>594</b>	<b>\$73,990.00</b>
<b>1 Meetings</b>												
1.1. Attend Monthly progress meetings with City Staff (3 meetings)		8	8								16	\$2,560.00
1.2. Prepare exhibits for public mtgs & coordinate with City Staff		1			2			2			5	\$605.00
1.3. Attend up to 1 public meeting with City Staff		4	4								8	\$1,280.00
1.4. Meetings and Coordination with TxDOT (one meeting)		4	4								8	\$1,280.00
1.5. Coordination with UPRR		4	6								10	\$1,590.00
1.6. 60% Design Review Meeting		4	4								8	\$1,280.00
1.7. Sub Consultant Coordination		1	1								2	\$320.00
<b>2 60% Design Sheets</b>												
2.1. Cover Sheet					1			2			3	\$325.00
2.2. Index of Sheets					1			2			3	\$325.00
2.3. Project Layout		1	2		4			6			13	\$1,565.00
2.4. Existing Typical Sections			3		4			4			11	\$1,345.00
2.5. Proposed Typical Sections		2	4		4			6			16	\$2,040.00
2.6. Preliminary General Notes		1	2		4			2			9	\$1,145.00
2.7. Project Summary of Quantities Table		1	2		8						11	\$1,395.00
2.8. Traffic Control Sheets											0	\$0.00
2.8.1. Construction Phasing		2	6		4			4			16	\$2,140.00
2.8.2. Work Zone Typical Sections			2		4			4			10	\$1,190.00
2.8.3. Sequence of Work Narrative		2	2		6						10	\$1,330.00
2.8.4. Temporary Traffic Signal		2	6		12						20	\$2,640.00
2.8.5. Traffic Control Standards			1		3			2			6	\$710.00
2.9. Road Design											0	\$0.00
2.9.1. Demolition Plan		1	2		4			16			23	\$2,615.00
2.9.2. Roadway modifications with Parking layouts		2	8		24			24			58	\$6,850.00
2.9.3. Pedestrian Mobility		1	1		6						8	\$1,010.00
2.9.4. Driveway Management		2	12		8			8			30	\$3,950.00
2.9.5. Water Quality Features		3	8		24			16			51	\$6,175.00
2.9.6. Pedestrian/Bike path railroad crossings including signals		4	8		40			24			76	\$9,020.00
2.10. Traffic Signal Plans		2	8		24			16			50	\$6,010.00
2.11. Utility Layout			2		8			16			26	\$2,910.00
2.12. Signing and Pavement Markings		3	8		24			32			67	\$7,855.00
2.13. List of Design Standard Sheets			1		4						5	\$615.00
2.14. 60% OPCC		1	2		6						9	\$1,165.00

**City of San Marcos**  
**PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN**

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Work Classification	Principal	Project Manager	Project Engineer	EIT I	EIT II	EIT III	CADD Tech I / Eng Tech I	CADD Tech II / Eng Tech II	CADD Tech III / Eng Tech III	Admin/ Clerical
Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION			HOURS	TASK HOURS	TASK / PHASE FEE								
2.15	List of Specifications											0	\$0.00
2.15.1.	City San Marcos Standard Specification				0.5		1					1.5	\$192.50
2.15.2.	Modified City of Austin Specifications				0.5		1					1.5	\$192.50
2.15.3.	Special Specifications				1							1	\$155.00
												0	\$0.00
3	Deliverables											0	\$0.00
3.1.	60% Plan Set (4 hard copies-11"x17" Sets & 1 PDF), OPCC and list of Specifications								2			2	\$210.00

**City of San Marcos**  
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Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION		HOURS	TASK HOURS	TASK / PHASE FEE									
<b>90% Design Phase</b>		0	33	80	0	168	0	0	136	0	2	394	\$51,595.00
1	Meetings												
1.1.	Attend Monthly progress meetings with City Staff		4	4									\$1,280.00
1.2.	Meetings and Coordination with TxDOT (1 meeting)		2	2									\$640.00
1.3.	Coordination with UPRR		2	2									\$640.00
1.4.	90% Design Review Meeting		4	4									\$1,280.00
1.5.	Sub Consultant Coordination			1									\$155.00
												0	\$0.00
2	Design Sheets											0	\$0.00
2.1.	Finalize Cover Sheet								1			1	\$105.00
2.2.	Update Index of Sheets								1			1	\$105.00
2.3.	Update Project Layout					1			1			2	\$220.00
2.4.	Update Proposed Typical Sections			1		1						2	\$270.00
2.5.	Update General Notes		1			2						3	\$395.00
2.6.	Update Project Summary of Quantity Table and add sheet quantities		2			6			6			14	\$1,650.00
2.7.	Traffic Control Sheets											0	\$0.00
2.7.1.	Schedule of Advanced Warning Signs		1	3		8			8			20	\$2,390.00
2.7.2.	Update Construction Phasing		1	4		8			12			25	\$2,965.00
2.7.3.	Update Work Zone Typical Sections			1		2			6			9	\$1,015.00
2.7.4.	Special Notes for Construction Phasing Plan		1	2		4						7	\$935.00
2.7.5.	Update Sequence of Work Narrative			1		4						5	\$615.00
2.7.6.	Update Temporary Signal		1	4		8			12			25	\$2,965.00
2.7.7.	Timing & Phasing Plan		1	6		12						19	\$2,475.00
2.7.8.	Traffic Control Standards					2			2			4	\$440.00
2.8.	Road Design											0	\$0.00
2.8.1.	Update Demolition Plan		1			2			6			9	\$1,025.00
2.8.2.	Update Roadway modifications with Parking layouts		1	6		16			24			47	\$5,455.00
2.8.3.	Update Pedestrian Mobility		1	1		6						8	\$1,010.00
2.8.4.	Update Driveway Management		1	6		6			8			21	\$2,625.00
2.8.5.	Update Water Quality Features		1	4		12			12			29	\$3,425.00
2.8.6.	Update Pedestrian/Bike path railroad crossings including signals		2	6		16			12			36	\$4,360.00
2.9.	Traffic Signal Plans		1	6		12			8			27	\$3,315.00
2.10.	Signing and Pavement Markings		1	4		8			12			25	\$2,965.00
2.11.	Design Standard Sheets			1		1						2	\$270.00
2.12.	90% OPCC by Sheet			1		4			2			7	\$825.00
2.13.	Prepare Draft Specifications											0	\$0.00

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Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION		HOURS	TASK HOURS	TASK / PHASE FEE									
2.13.1.	City San Marcos Standard Specification		1	6		12						19	\$2,475.00
2.14.2.	Modified City of Austin Specifications		1	2		12						15	\$1,855.00
2.14.3.	Special Specifications		1	2		2						5	\$705.00
2.15.	Prepare Draft Bid Form		1			1						2	\$280.00
												0	\$0.00
3	Deliverables										2	2	\$150.00
3.1.	90% Plan Set (4 hard copies-11"x17" Sets & 1 PDF)							1.5				1.5	\$157.50
3.1.1.	Specifications							0.5				0.5	\$52.50
3.1.2.	90% OPCC							0.5				0.5	\$52.50
3.1.3.	Bid Form							0.5				0.5	\$52.50

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Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION		HOURS	TASK HOURS	TASK / PHASE FEE									
<b>100% Design Phase</b>		0	9	8	0	6	0	0	6	0	2	31	\$4,195.00
1	Meetings												
1.1.	Coordination with TxDOT		1	1									\$320.00
1.2.	Coordination with UPRR		1	1									\$320.00
1.3.	100% Design Review Meeting		4	4									\$1,280.00
1.4.	Sub Consultant Coordination			1									\$155.00
											0		\$0.00
2	Design Sheets										0		\$0.00
2.1.	Sign and Seal Plan and Specifications		2					4			6		\$750.00
2.2.	Finalize 100% OPCC			1		4					5		\$615.00
2.3.	Finalize Bid Form		1			2					3		\$395.00
											0		\$0.00
3	Deliverables										0		\$0.00
3.1.	100% Submittal Sealed (2- 11"x17" Sets, 1 PDF, 1 CAD)										2		\$150.00
3.1.1.	Sealed Plan Set							0.5			0.5		\$52.50
3.1.2.	Construction Check List (1 PDF)							0.5			0.5		\$52.50
3.1.3.	Bid Form (Word version)							0.5			0.5		\$52.50
3.1.4.	Technical Specifications (1 PDF)							0.5			0.5		\$52.50

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 Proposal Date: **4/2/2018**  
 Prepared By: **Ernest Maestas**

Work Classification	Principal	Project Manager	Project Engineer	EIT I	EIT II	EIT III	CADD Tech I / Eng Tech I	CADD Tech II / Eng Tech II	CADD Tech III / Eng Tech III	Admin/ Clerical
Hourly Rate	\$190.00	\$165.00	\$155.00	\$105.00	\$115.00	\$125.00	\$95.00	\$105.00	\$115.00	\$75.00

TASK CODE AND DESCRIPTION		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE	
<b>Bid Phase</b>		0	3	16	0	12	0	0	16	0	3	48	\$ 6,260.00
1.1.	Attend Pre Bid Meeting			3								3	\$465.00
1.2.	Respond to Questions			3								3	\$465.00
1.3.	Prepare and Issue Addenda to Purchasing		1			2						3	\$395.00
1.4.	Attend Bid Opening			3								3	\$465.00
1.5.	Preform Bid Tabulation and Prepare Recommendation of Award		1	1		4						6	\$780.00
1.6.	Reference check for bid qualification			2								2	\$310.00
1.6.2.	Check for Debarment and perform a background check (only required for Federal Funded Jobs)			2		2						4	\$540.00
1.6.3.	Prepare Letter of recommendation (add statement that debarment has been checked)			2									\$310.00
1.6.4.	Provide copy of above information to the city									3		3	\$225.00
1.7.	Prepare and submit Conformed Plans and Specifications (1 PDF, 1 CAD, 2-22"x34" Sets, 4-11"x17" Sets)		1			4			16			21	\$2,305.00
<b>Construction Phase</b>		0	2	66	0	38	0	0	0	0	0	106	\$ 14,930.00
1.1.	Attend Pre-Construction Conference			4									
1.2.	Attend Monthly Construction Meetings (12 meetings)			48								48	\$7,440.00
1.3.	Shop Drawing Review			2		8						10	\$1,230.00
1.4.	Respond to RFI's			1		4						5	\$615.00
1.5.	Respond to Request for Proposals		1	2		2						5	\$705.00
1.6.	Review Change Orders		1	4								5	\$785.00
1.7.	Maintain Shop Drawing Review Log					8						8	\$920.00
1.8.	Site Visit and reports as needed (Assume 4)					16						16	\$1,840.00
1.9.	Preform Substantially Complete walkthrough			5								5	\$775.00
1.10.	Perform Final Completion walkthrough			4								4	\$620.00
<b>Project Closeout</b>		0	1	4	0	8	0	0	6	0	0	19	\$ 2,335.00
1.1.	Review Final Pay Estimate			2								2	\$310.00
1.2.	Prepare Draft Plan of Record Drawings (1 full size, 1pdf (11"x17"), 1 Dwg)					4			4			8	\$880.00
1.3.	Prepare Final Plan of Record Drawings (1 pdf, 2-22"x34", 2-11"x17")					1			2			3	\$325.00
1.4.	Surface to grid Coordinate Conversion scale factor for GIS		1	1		1						3	\$435.00
1.5.	Prepare GIS Shape File			1		2						3	\$385.00
<b>TOTAL BASE FEE WITH HOUR BREAKDOWN</b>		<b>0</b>	<b>110</b>	<b>260</b>	<b>0</b>	<b>362</b>	<b>0</b>	<b>0</b>	<b>294</b>	<b>0</b>	<b>5</b>	<b>1004</b>	<b>\$ 211,845.00</b>

**EXHIBIT 4**  
**PROJECT SCHEDULE**







**EXHIBIT 5**  
**FEDERAL, STATE, AND LOCAL REQUIRED PROVISIONS**