

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

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

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

and

**The Professional Firm:** Scheibe Consulting, LLC

for

**The Project:** Blanco Gardens Drainage Improvements

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 Scheibe Consulting, LLC, 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: Rey Garcia, P.E.  
Title: Senior Project Engineer  
630 East Hopkins  
San Marcos, Texas 78666  
Ph. 512-393-8143  
E-mail: rgarcia@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.

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 Department  
rgarcia@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

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 from 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 seventeen thousand dollars and 0/100. (\$217,000.00).

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Section 9 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:**

**THE CITY OF SAN MARCOS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PROFESSIONAL FIRM:**

**SCHEIBE CONSULTING, LLC**

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

Name: Eric C. Scheibe, PE, CFM

Title: President

Date: October 26, 2017

**Exhibits:**

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

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

**EXHIBIT 3 – Detailed Fee Schedule**

**EXHIBIT 4 – Other Language as Required by Federal, State, or Local Laws**

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

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS CDBG-DR DRAINAGE IMPROVEMENT PROJECT  
PRELIMINARY ENGINEERING – SCOPE OF SERVICES

**Project Understanding**

The work to be performed by Scheibe Consulting, LLC. (Scheibe or the Consultant) under this contract will consist of providing Preliminary Engineering (30% Design) Services for the Blanco Gardens Drainage Improvement Project. The project consists of the following proposed improvements:

- New Storm Drain System – the installation of up to approximately 7,200 linear feet of 24- to 60-inch sanitary sewer line within Barbara Drive, Conway Drive, Bliss Lane, and River Road and a new outfall to the San Marcos River. The proposed system will relieve the existing, undersized storm drain system to achieve the City's 25-year level of service criteria. Replacement of portions of the existing storm drain system will also be evaluated to meet the project objectives.
- River Road Reconstruction & Storm Drain – the regrading of River Road from Linda Drive to Cape Road to allow drainage across the road towards the existing drainage easement within the Wood Apartments west of River Road. Storm drain inlets along the east side of River Road and 18- to 24-inch storm drain pipes are also proposed to improve drainage to the existing easement.

The feasibility of the following optional improvements identified in the CDBG-DR Infrastructure Feasibility Study will also be evaluated as part of the Preliminary Engineering Services:

- 911 Conway Drive Improvements – the addition of storm drain improvements within the potential buy-out lot at 911 Conway Drive in order to improve drainage from the existing drainage easement between Barbara Drive and Conway Drive to the proposed storm drain system within Conway Drive. Potential storm drain inlet and lateral configurations will be evaluated in this area.
- Detention – the installation of a potential detention facility between Sturgeon Drive and River Road within the 4.8-acre undeveloped area at 735 & 745 River Road.
- LID – the installation of potential rain gardens, vegetated swales, filter strips and/or other BMPs within existing drainage easements and potential buy-out lots in the project area.
- Additional Road/Curb Line Reconstruction – the regrading and/or lowering of select areas in order to improve conveyance from lots and ROW to proposed storm drain inlets. This includes the section of River Road in the vicinity of the City of San Marcos Animal Shelter and River Road Self Storage, as identified in the CDBG-DR Infrastructure Feasibility Study.

**Basic Scope of Services**

Preliminary Engineering (30% Design)

1. Project Management and QA/QC: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, and quality management so that project milestones and deliverables meet schedule and budget constraints.
2. Meetings
  - a. Project Coordination Meetings: One (1) utility coordination meeting has been budgeted for the Preliminary Engineering Phase. Scheibe will attend meetings with City of San Marcos Staff to determine project constraints and needs as well as discuss design considerations.

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS CDBG-DR DRAINAGE IMPROVEMENT PROJECT  
PRELIMINARY ENGINEERING – SCOPE OF SERVICES

- b. Project Meetings: One (1) project meeting has been budgeted for the Preliminary Engineering Phase, prior to milestone submittal (30% Design).
  - c. Public Meetings: Two (2) public meeting have been budgeted which consists of preparing exhibits and attending the meetings. Scheibe will retain a public relations subconsultant to coordinate the meetings. The first meeting will be conducted following project kick-off, and the second will be conducted upon development of 30% design deliverables or at completion of final design (as directed by the City).
3. Tasks
- a. Topographic and Tree Survey: Scheibe will prepare topographic and tree survey for the magenta-shaded area shown in the attached exhibit (Exhibit 1A), for the purpose of preparing Design Documents. Scheibe will prepare an electronic map showing the following:
    - i. Existing trees, size and type – 8” and above caliper for Native Oaks, Elms, Madrone, and Pecan, Celtis Occidentalis (Hackberry), Juniperus Virginiana, Juniperus Ashei (Common Cedar), Chinaberry, mesquite and Ligustrum trees per San Marcos City Ordinances, Section 5.5.2.2-(g)(2).
    - ii. Shot at top of nut of water and gas valves. Water, Sewer, and Drainage maps will be required to be provided by City prior to survey.
    - iii. Identify all visible and above grade utilities, and manholes with invert elevations and tied to existing control points/ City bench marks (if any). Subsurface Utility Engineering Quality Levels B, C, D may also be performed as needed.
    - iv. Full topography (1-ft contours) within the right-of-way and existing drainage easements throughout the project area (see Exhibit 1A);
  - b. Permitting – Scheibe will identify all permitting requirements and associated review-approval timeframes for the proposed project (e.g., TCEQ, USACE, tree mitigation, floodplain, street cut, NEPA) and evaluate schedule impacts associated with outfall alignment alternatives as shown in Exhibit 1A.
  - c. Environmental – Scheibe will perform a records search for critical environmental features within the project area with a focus on the potential outfall alignments shown in Exhibit 1A. Detailed field surveys will be performed in subsequent phases.
  - d. Modeling – Scheibe will use new topographic survey data to refine the existing hydrologic and hydraulic analysis. The PCSWMM model developed as part of the CDBG-DR Infrastructure Feasibility Study and the InfoWorks ICM Blanco Overflow model will be used as design tools to optimize the proposed drainage improvement alternatives recommended in the CDBG-DR Infrastructure Feasibility Study for 30% Design development. Proposed alignments and vertical profiles will be refined based on known utility conflicts. The regional Blanco Overflow Innovyze InfoWorks ICM model (assumed to include other proposed CDBG-DR improvement projects) will also be used to evaluate flood reduction and potential adverse impacts due to the proposed River Road Reconstruction & Storm Drain improvements. The City will provide or confirm design overflow rates into the project area.

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS CDBG-DR DRAINAGE IMPROVEMENT PROJECT  
PRELIMINARY ENGINEERING – SCOPE OF SERVICES

4. Deliverables:

- a. Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed as well as a status plan set.
- b. 30% Design Construction Plans: Scheibe will provide two (2) 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: Scheibe will provide a layout of the project with plan sheet references.
  - iii. Overall Quantity Sheet: Scheibe will provide a quantity table that includes individual sheet quantities and the overall project quantities.
  - iv. Storm Drain Line Plan and Profile Sheets: Estimated Number of Sheet – fifteen (15) sheets at 1" = 20' scale (500 LF per sheet) showing all known water / wastewater / dry utility crossings and/or potential conflicts.
  - v. Preliminary Engineer's Opinion of Probable Construction Costs (OPCC).
  - vi. Construction Project Schedule: Scheibe will develop a Construction Schedule for the project consisting of design, bid and construction phases. The schedule will be updated during design.
- c. Preliminary Engineering Report: Scheibe will prepare an engineering report in support of the 30% Construction Plans summarizing the hydrologic and hydraulic analyses, permitting requirements, design & construction schedule, Preliminary Engineer's OPCC, environmental constraints, detention recommendations, LID integration recommendations, required easement/ROW acquisitions, potential utility conflicts, and other design considerations.

**Schedule**

The following project milestones are estimated and may require modification pending preliminary engineering results and construction timeframe constraints:

- 30% Design Documents Submittal (90 days)

The estimated timeframes identified do not include time for City review of submittals.

**City Responsibilities**

1. The City will provide to Scheibe all data in the City's possession relating to Scheibe's services on the Project. Scheibe will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to Scheibe whenever the City observes or becomes aware of any development that affects the scope or timing of Scheibe's services.

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS CDBG-DR DRAINAGE IMPROVEMENT PROJECT  
PRELIMINARY ENGINEERING – SCOPE OF SERVICES

3. The City will review age of existing water and wastewater infrastructure adjacent to project to determine if upgrades should be included in project.
4. The City will examine information submitted by Scheibe and render in writing or otherwise provide comments and decisions in a timely manner.
5. The City will obtain all necessary right-of-entries from required landowners.
6. The City will provide Title Reports for properties with proposed easements.
7. The City will obtain all permanent sanitary sewer line, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.

**Additional Services**

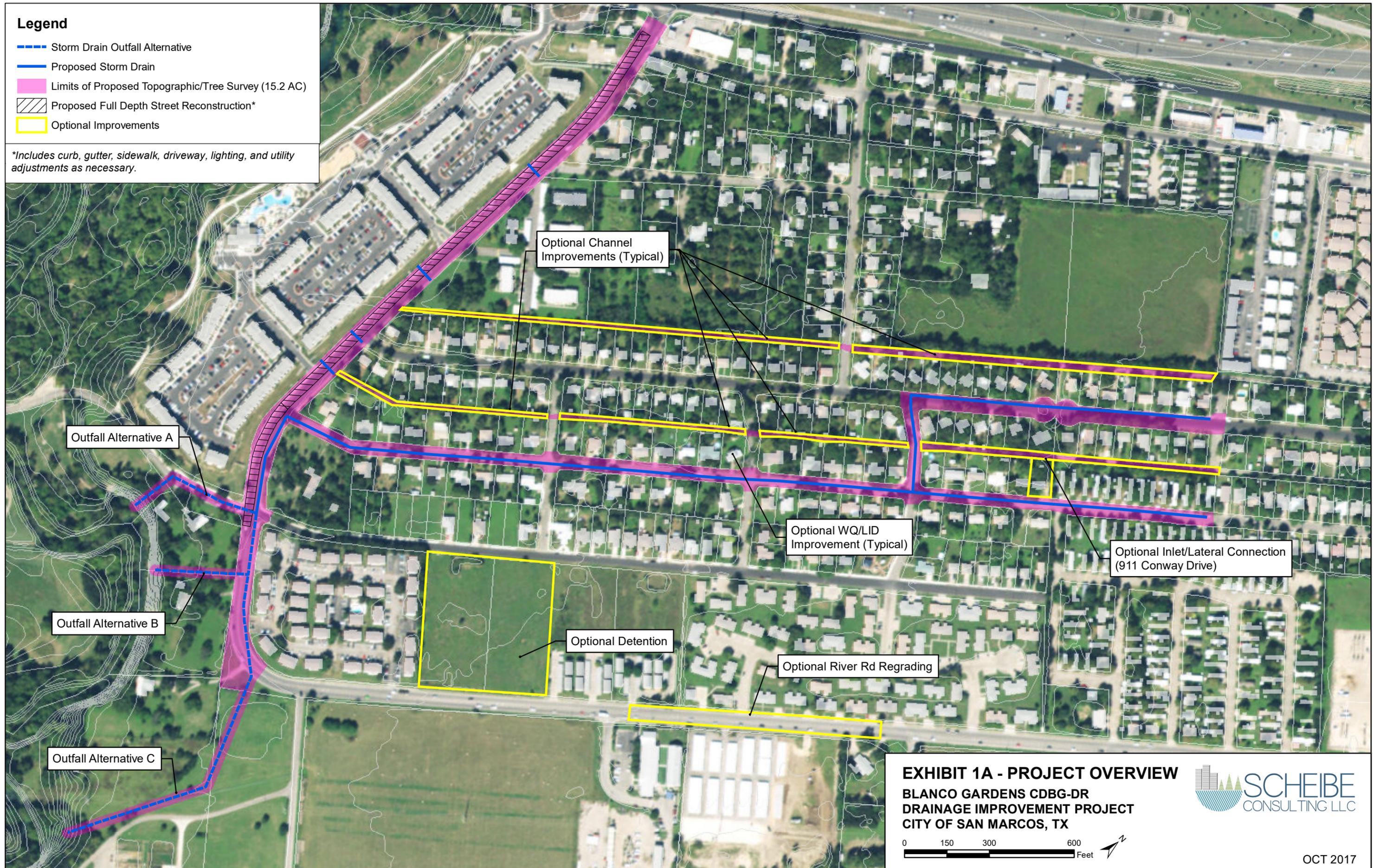
Additional Services to be performed, if authorized in writing by the City, but which are not included in the above-described Basic and Supplemental Scope of Services, and once a mutually agreed upon fee is negotiated are as follows:

1. Performing Geotechnical Investigation or Subsurface Utility Engineering.
2. Performing Environmental Investigation or Environmental permit preparation and submittal.
3. Performing title searches for easement or joint-use agreement preparation.
4. Preparation of additional easement/ boundary exhibits beyond the number identified in the Scope of Services.
5. Acting as an agent of the City in the acquisition of permanent or temporary easements.
6. Preparation of platting documents and/or real property survey for site acquisition.
7. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above.
8. Preparing applications and supporting documents for government grants, loans, or planning advances.
9. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
10. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.

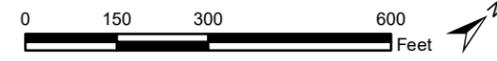
**Legend**

- Storm Drain Outfall Alternative
- Proposed Storm Drain
- █ Limits of Proposed Topographic/Tree Survey (15.2 AC)
- ▨ Proposed Full Depth Street Reconstruction\*
- ▭ Optional Improvements

\*Includes curb, gutter, sidewalk, driveway, lighting, and utility adjustments as necessary.



**EXHIBIT 1A - PROJECT OVERVIEW**  
**BLANCO GARDENS CDBG-DR**  
**DRAINAGE IMPROVEMENT PROJECT**  
**CITY OF SAN MARCOS, TX**



OCT 2017

**EXHIBIT 2**

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

**AGREEMENT/ SERVICES:** Blanco Gardens Drainage Improvements

**CITY REPRESENTATIVE:** Rey Garcia, PE

**CONTRACTOR:** Scheibe Consulting, LLC

**AUTHORIZATION NO.:**

**CONTRACT EFFECTIVE DATE:**

**THIS AUTHORIZATION DATE:**

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

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Preliminary Engineering and 30% Construction Documents for the Blanco Gardens Drainage Improvements (see Exhibit 1 for full scope of services)

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Previous contract amount: \$ 0 (NTE annual fee)  
Net increase/decrease in contract amount: \$ 216,946  
Revised annual Agreement amount: \$ 216,946 (NTE annual fee)

Contractor Name

By: 

Date: October 26, 2017

Eric C. Scheibe, PE, CFM - President  
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**

EXHIBIT 3 - FEE SCHEDULE														
City of San Marcos, Texas														
Blanco Gardens Drainage Improvements														
					Staff					Survey Subconsultants	Environmental Subconsultants			
Professional Service Description					Total Task Hours	Total Task Cost	Principal	Senior Project Manager	Senior Engineer	Engineer II & III	Engineer I	Clerical Staff	SAMI, LLC	Cox McClain Environmental Consulting, Inc.
							\$220.00	\$180.00	\$160.00	\$140.00	\$100.00	\$80.00	Fee	Fee
<b>Design Phase (30%)</b>					<b>433</b>	<b>\$ 147,596</b>								
1a	PM - Coordination with City Staff				12	\$ 2,320	4	8						
1b	PM - Coordination with Subconsultants				20	\$ 3,200	4	8		4		4		
1c	PM - QC Review and Address QC Comments - 30%				24	\$ 4,080	6	6		12				
1d	PM - Project Accounting and Administration				16	\$ 2,240	4	4				8		
1e	PM - Meetings: (1) Project, (2) Public				20	\$ 4,000	10	10						
1f	PM - Prepare Monthly Status Report (3)				14	\$ 1,800	2	4				8		
2	Topographic, Boundary & Tree Survey				-	\$ 58,500							\$ 58,500.00	
3	Preliminary Environmental Constraints Review				-	\$ 6,396								\$ 6,396.18
4	H&H Modeling (InfoWorks ICM)				102	\$ 15,000	4	10	32	40	16			
5	Permitting Requirements & Planning				14	\$ 2,440	2	8		4				
6a	Feasibility - Storm Drain Alternatives				34	\$ 5,240	2	4	8	20				
6b	Feasibility - Detention				24	\$ 3,760	2	6		16				
6c	Feasibility - LID/Water Quality				24	\$ 3,760	2	6		16				
6d	Feasibility - Additional Road/Curb Reconstruction				26	\$ 4,120	2	8		16				
7	Preliminary Engineering Report				54	\$ 7,800	2	16		24	8	4		
8a	Prepare 30% Plans - Cover Sheet				5	\$ 740		1		4				
8b	Prepare 30% Plans - Project Layout Sheet				14	\$ 1,880		2		8	4			
8c	Prepare 30% Plans - Overall Quantity Sheet				30	\$ 4,200	2	4		16	8			
8d	Prepare 30% Plans - Storm Drain Line Plan and Profile Sheets (15)				72	\$ 10,720	8	16		32	16			
8e	Prepare 30% OPCC				18	\$ 3,000	2	8		8				
8f	Prepare 30% Construction Project Schedule				10	\$ 1,720	2	4		4				
9	Submit 30% Plans, PER, OPCC, and Schedule (2 hard copies, 1 pdf)				6	\$ 680	1			1		4		
<b>END BASIC SERVICES</b>														
<b>Total Basic Service Hours:</b>					<b>539</b>	<b>\$ 82,700</b>	<b>61</b>	<b>133</b>	<b>40</b>	<b>225</b>	<b>52</b>	<b>28</b>		
<b>Total Basic Services</b>					<b>\$ 147,596</b>									
<b>Supplemental Services</b>						<b>\$ 69,350</b>								
S-1	Additional Topographic Survey (SUE)				0	\$ 69,350							\$ 69,350.00	
<b>END</b>														
<b>Total Supplemental Services</b>					<b>\$ 69,350</b>	<b>\$ -</b>								
<b>Total Fee Basic + Supplemental Services</b>						<b>\$ 216,946</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 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.

**EXHIBIT 4**  
**FEDERAL, STATE, AND LOCAL REQUIRED PROVISIONS**

# **Attachment F**

## **Required Documentation of Project Team**

## Instructions

- I. Fill out the table below for all firms who will be working the on the project; including the primary consultant. If a firm does not have DUNS Number, they must register for one at: [www.sam.gov](http://www.sam.gov)

**Table F.1: List of Project Team**

<b>Firm Name</b>	<b>Contract Amount</b> <i>(Amount For Each Firm Working on the Project)</i>	<b>% of Total Contract Amount</b> <i>(Must add up to 100%)</i>	<b>Duns Number</b>	<b>MBE/WBE/Section 3</b> <i>(Y/N)</i> <i>If Yes, Designate Which Type</i>
Scheibe Consulting, LLC	\$82,700.00	38.1%	078348593	No
Cox McLain Environmental Consulting, Inc.	\$6,396.18	2.9%	808233410	Yes - WBE
SAM, Inc.	\$128,850.00	58.9%	867203556	No

**Updates to Project Team:** Once the contract is executed; the project team may modified under the following conditions:

1. Notification must be given to the City Project Manager
2. Update the Table F.1
3. Provide all updated documentation required in Attachment F
4. Receive written approval from the City Project Manager

- II. Fill out the following required documentation and submit with Attachment F:
- A. Debarment Verification & FFATA
  - B. DBE Verification
  - C. Form 1295 Certificate of Interested Parties

## **A. Debarment Verification & FFATA**

For each Firm listed in Table F.1 that has a **contract amount greater than \$25,000**;

- I. **SAM Documentation:** Include documentation from the SAM website confirming the following:
  - Registration Status is: **Active**
  - Have Active Exclusions: **No**
  - Debt Subject to Offset: **No**
  
- II. **Federal Funding and Accountability Transparency Act (FFATA):** Fill out the FFATA for each firm.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : scheibe\* consulting\* llc\***  
**Record Status: Active**

<b>ENTITY</b>	Scheibe Consulting LLC	Status:Active
DUNS: 078348593	+4:	CAGE Code: 7RA14 DoDAAC:
Expiration Date: Nov 17, 2017 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 3315 Santee Dr		
City: Austin		State/Province: TEXAS
ZIP Code: 78738-5422		Country: UNITED STATES

FEDERAL FUNDING AND ACCOUNTABILITY TRANSPARENCY ACT  
CONTRACTOR FORM

Contracts equal to or greater than \$25,000 must be entered into the Federal Service Reporting System. The following Contractor information is needed to complete the compliance reporting for the Federal Funding and Accountability Transparency Act.:

- Contractor: DUNS Number 078348593
- Contractor Legal Name Scheibe Consulting, LLC
- Subawardee Address PO BOX 161357, Austin, Texas 78716
- Subawardee Principal Place of Performance (including congressional district)  
Austin, Texas District 10

Has the Contractor met all of the following conditions?

- **80% or more** of prior year annual gross revenues are from Federal awards;
- **\$25 million or more** in annual gross revenues are from Federal awards; **and**
- The public does **not** have access to compensation information filed under *Securities and Exchange Commission* (SEC) and IRS requirements.

If the Contractor has met **ALL** of the above conditions:  
Please provide the total compensation and names of top five executives of the Contractor.

Number	Total Compensation	Name of Executive (Top 5)
1		
2		
3		
4		
5		

**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**DUNS Number: 867203556**  
**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b> Surveying and Mapping, LLC	Status:Active
DUNS: 867203556    +4:	CAGE Code: 02CY0    DoDAAC:
Expiration Date: May 24, 2018    Has Active Exclusion?: No    Debt Subject to Offset?: No	
Address: 4801 Southwest Pkwy Ste 100	
City: Austin	State/Province: TEXAS
ZIP Code: 78735-8903	Country: UNITED STATES

FEDERAL FUNDING AND ACCOUNTABILITY TRANSPARENCY ACT  
CONTRACTOR FORM

Contracts equal to or greater than \$25,000 must be entered into the Federal Service Reporting System. The following Contractor information is needed to complete the compliance reporting for the Federal Funding and Accountability Transparency Act.:

- Contractor: DUNS Number 86-720-3556
- Contractor Legal Name Surveying and Mapping, LLC
- Subawardee Address 4801 Southwest Parkway Bldg. 2 Suite 100, Austin, Tx 78735
- Subawardee Principal Place of Performance (including congressional district)  
Austin, Texas - District 21

Has the Contractor met all of the following conditions?

- **80% or more** of prior year annual gross revenues are from Federal awards;
- **\$25 million or more** in annual gross revenues are from Federal awards; **and**
- The public does **not** have access to compensation information filed under *Securities and Exchange Commission (SEC)* and IRS requirements.

If the Contractor has met **ALL** of the above conditions:

Please provide the total compensation and names of top five executives of the Contractor.

Number	Total Compensation	Name of Executive (Top 5)
1		
2		
3		
4		
5		

## **B. DBE Verification**

For each Firm listed in Table F.1 identified as MBE/WBE/Section 3, fill out **one** of the following forms:

- I. **Form F.1:** If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1.
  
- II. **Form F.2:** If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

## F.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, Eric C. Scheibe certify that Cox McLain Environmental Consulting, Inc will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ \$6,396.18

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3
Environmental Constraints Review		\$6,396.18		Cox McLain Environmental Consulting, Inc

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature



Printed Name Eric C. Scheibe, PE, CFM

Position President

Date October 26, 2017

## **C. Form 1295 Certificate of Interested Parties**

Include a signed and notarized copy of the Certificate of Interested Parties Form 1295 with the Contract.

The Engineer is required to electronically generate a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

This contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Scheibe Consulting, LLC  
 Austin, TX United States

Certificate Number:  
 2017-276907

Date Filed:  
 10/26/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of San Marcos, Texas

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

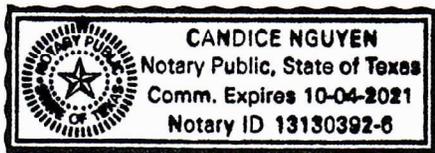
13028132-56252  
 Civil Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scheibe, Eric	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*[Signature]*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Eric Scheibe, this the 26<sup>th</sup> day of October, 2017, to certify which, witness my hand and seal of office.

*[Signature]*                      Eric Scheibe                      President  
 \_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath