

**AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
ALAN PLUMMER ASSOCIATES, INC. 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: Alan Plummer Associates, Inc.

for

The Project: Sunset Acres Drainage Preliminary Engineering

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, M.Sc., P.E., PMP
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 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 Stephen J. Coonan, P.E.
Alan Plummer Associates, Inc.
630 La Calma, Suite 400
Austin, TX 78752
scoonan@apaienv.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 **REIMBUSABLE 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 One Hundred Eighty Seven Thousand Nine Hundred Dollars (\$187,900).

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

ALAN PLUMMER ASSOCIATES, INC.

By: _____

By: Stephen J. Connan

Name: Bert Lumbreras

Name: Stephen J. Connan, P.E.

Title: City Manager

Title: Principal

Date: _____

Date: 1/23/18

Exhibits:

EXHIBIT 1 – Scope of Services, Schedule 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



ALAN PLUMMER
ASSOCIATES, INC.

ENVIRONMENTAL
ENGINEERS AND SCIENTISTS

2016-233-01

January 19, 2018

Mr. Rohit Vij, P.E.
Project Manager
City of San Marcos
630 East Hopkins
San Marcos, Texas 78666

Re: Professional Services Agreement
Sunset Acres Drainage Project

Dear Mr. Vij:

Alan Plummer Associates, Inc. (APAI) is pleased to submit the attached, revised proposal for Professional Services associated with Preliminary Engineering for Storm Drain and other improvements within the Sunset Acres Subdivision. This is a continuation of the work previously completed to coordinate with TxDOT concerning anticipated flows in the area.

The services will include Preliminary Engineering to improve the storm drain system to handle the 25-year storm. This will likely include total street reconstruction in the area. In addition, traffic calming and pedestrian/bicycle improvements will be considered. Finally, some utility improvements will also be included. These services will be provided for a Lump Sum fee of One Hundred Eighty Seven Thousand Nine Hundred Dollars (\$187,900). Based on the timely receipt of a Notice-to-Proceed with this work, the draft Preliminary Engineering Report will be completed within 6 months.

If we can be of further assistance, please do not hesitate to contact me at (512) 452-5905.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.
TBPE Firm Registration No. 13

Stephen J. Coonan, P.E.
Principal

SJC/jl

Enclosures



**City of San Marcos
Sunset Acres Drainage Improvements**

**Attachment A – Scope of Services
January 3, 2018**

PROJECT DESCRIPTION SUMMARY

Alan Plummer Associates, Inc. (APAI) understands that the City of San Marcos desires to make drainage and utility improvements within the Sunset Acres Subdivision. The storm drain system that currently serves the subdivision is undersized. The system drains to a trunk line within the Texas Department of Transportation (TxDOT) right-of-way for Interstate 35. TxDOT is in the early stages of designing improvements to I35 in the area of Sunset Acres. The City has approached TxDOT about increasing the capacity of the trunk line along I35 to receive the 25-year flow from an upgraded storm drain system. TxDOT has expressed a willingness to cooperate with the City concerning this request. In addition to the storm drain system being undersized, several streets have been repaved such that the gutters have been filled, reducing the carrying capacity. Also, the slopes of the gutters are relatively flat.

It is anticipated that the drainage improvements will require a complete reconstruction of the streets to increase the gutter slopes and restore/increase the carrying capacities of the gutters. Additional inlets and increased storm drain sizes will also likely be needed. Since the streets throughout the subdivision will be completely disturbed, the City has expressed an interest in also including some wastewater line improvements as well as some traffic calming improvements as part of the project.

At this time, the City intends to move forward with Preliminary Engineering for the project. APAI proposes to complete the following services during this phase.

BASIC SERVICES

PROJECT MANAGEMENT & QA/QC

Includes project set-up/close-out; communication with the City; subconsultant management; managing staff resources, files, budgets, and schedule; project invoicing; and project QA/QC throughout the duration of the project.

PRELIMINARY PHASE (30%)

- A. Meetings. Includes one (1) Kick-off meeting, three (3) project status meetings [one meeting will include traffic calming discussion], one (1) 30% Review Meeting, one (1) public meeting with area residents, two (2) coordination meetings with TxDOT, and three (3) site visits.
- B. Data Collection and Review. Collect and review previous project records and available base map information including City GIS, aerial imagery, floodplain mapping, and property parcels.
- C. Provide Topographic Surveying. It is our understanding that the proposed improvements may be phased. As a result, the survey information to be obtained during the Preliminary Phase will be limited that necessary to establish the overall magnitude of the improvements. Detailed design surveys will be conducted as part of the Design Phase. LNV, Inc. will provide topo survey to include:
 - 1. Provide horizontal and vertical control for topographic survey.
 - 2. Topographic survey limited to the location and flowlines of the existing storm drain and wastewater features, ie. manholes and inlets; street centerlines and gutter slopes.
 - 3. Above ground planimetric features, including existing structures and edge of roads will be determined from existing aerial photogrammetry.

- D. Perform Utility Coordination including contacting area utility providers via email to request utility records and information regarding any planned projects within the project area.
- E. Evaluate existing storm drain system to determine capacity deficiencies. The existing system will be modeled to determine whether sufficient capacity exists to appropriately collect and convey the 25 year storm flows. This will include an evaluation of street grades to determine whether additional inlets are required, as well as whether the streets need to be reconstructed to provide appropriate cross slopes as well as gutter slopes.
- F. Develop proposed schematics of storm drain improvements necessary to convey the 25-year storm flow. This will include recommended street reconstructions as well as new inlets and storm drains.
- G. Provide preliminary hydraulic models to support the proposed storm drain and street improvements.
- H. Evaluate and propose methods to provide traffic calming along Broadway Street and other streets in the neighborhood.
- I. Conduct a pedestrian and bicycle analysis to identify potential improvements based on the Safe Routes to School program.
- J. Provide preliminary schematics for the proposed traffic calming and pedestrian/bicycle improvements.
- K. Evaluate alternative improvements to water and wastewater lines in the neighborhood as follows.
 - 1. Wastewater line east of Parkdale Street.
 - 2. Wastewater line in Broadway.
 - 3. Water line on Ebony where it passes through an existing storm drain.
- L. Develop preliminary schematics of the proposed wastewater improvements.
- M. Evaluate environmental and permitting considerations.
- N. Prepare Preliminary Opinion of Probable Construction Cost (OPCC). The OPCC will be based on available recent bid tabulations for similar projects in Central Texas.
- O. Update Project Schedule.
- P. Prepare Preliminary Phase Report. The preliminary report will be prepared as a concise report summarizing the existing utilities, engineering evaluation, OPCC, project schedule, and permitting and environmental considerations. APAI will address City comments and revise report as requested by City. Deliverables include a draft report (3 hard copies, 1 PDF) and final report (3 hard copies, 1 PDF, 1 DWG).

SUPPLEMENTAL SERVICES

- A. Subsurface Utility Engineering (SUE) Locates. SUE Locates can be provided as a supplemental service as required.
- B. Geotechnical Investigation. A geotechnical investigation can be provided as a supplemental service.

CITY RESPONSIBILITIES / ASSUMPTIONS IN SCOPE PREPARATION

- City will give prompt notice of any development or other activities that would affect the scope or schedule of the scope of work.
- Archeological Surveys are not included in the scope of services.
- Karst investigations and surveys are not included in the scope of services.
- Work can be performed within the public right-of-way; no easements are anticipated.



engineers | architects | surveyors

SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

January 19, 2018

Stephen J. Coonan, P.E.
Principal
Alan Plummer Associates, Inc.
6300 La Calma Drive, Suite 400
Austin, Texas 78752

Re: Proposal for Surveying Services
San Marcos - Sunset Acres Subdivision

Dear Mr. Coonan:

LNV, Inc. is pleased to submit this not to exceed lump sum proposal for surveying services to Alan Plummer Associates, Inc. (APAI) for the above referenced project.

Project Understanding

This project includes the following:

- Sanitary sewer and storm water survey of Sunset Acres Subdivision to include top of manhole and flowline elevations.
- Topographic survey of Sunset Acres Subdivision (approximately 16,750 linear feet) to include centerline of road and gutter cross sections at 25-foot intervals.
- Topographic survey of existing detention pond (approximately 2 acres).
- Provide digital deliverables including topographic survey, sanitary sewer and storm water invert notes and control network.

Project Tasks

The following describes the project tasks and deliverables:

Design Topographic Survey

LNV will conduct the following tasks:

- Place a one-call and survey the horizontal location of the utilities as marked by one-call;
- Obtain ownership information for properties along the affected ROW. Relevant information will be acquired from available Hays County Appraisal District records;
- Apparent ROW will be established based upon Hays County records research, markers, pins and landmarks recovered in the field and by utilizing ROW mapping as provided by APAI;
- Develop one-foot contours within the survey limits, from ROW to ROW;
- The survey will be provided in Texas State Plane, NAD 83, Grid Coordinate location with surface to grid conversion factor noted. Vertical control will be based on NAVD 88;
- Establish horizontal and vertical control, at least 2 control points outside of the project area and provide location of survey benchmarks or monuments;
- Locate surface evidence of all utilities, including waterlines, manholes, meter boxes, and valve boxes within the survey limits;
- Provide wastewater and storm water manhole rim/inlet elevation, flowline, and clean out information (if available/accessible within the existing ROW);

- Provide 2D and 3D CADD files;
- Provide the ASCII text file.

Additional Services

LNV will conduct the following Additional Services as required by APAI:

- Easements, field notes, or plats are not expected to be necessary at this time; however, if during design they are determined to be necessary, a separate scope/fee proposal will be requested.

Project Duration and Proposed Fee

Task	Task Duration
<u>Surveying Services</u>	
Design Topographic Survey	30 Business days from NTP

The attached Fee Estimate is summarized below:

Task	Task Fee
<u>Surveying Services</u>	
Design Topographic Survey	\$35,532.00
TOTAL	\$35,532.00

Project Scope Exclusions

Please note that this fee proposal only includes the tasks and fees for the work described above. This fee proposal does not include tasks and fees for any of the following at this time:

- Development of project specifications and/or bid documents;
- Coordination with other utilities;
- Coordination with City of San Marcos;
- Development of Traffic Control Plan (TCP);
- Development of SW3P and submittal to TCEQ;
- Development of restrained length plan layout;
- Development of a valve test shutdown plan;
- Bid phase services;
- Construction Submittal review;
- Subsurface Utility Engineering (SUE) services;
- Environmental Engineering Services;
- Construction observation;
- Geotechnical services during construction or design, including geotechnical borings, materials testing, compaction testing, or sieve analysis of any kind;
- Preparing proposed easement and/or temporary construction easement documents;
- Design of relocation of existing utilities that may be in conflict with proposed water main replacements/relocations;
- Rehabilitation, replacement, or relocation of existing sewer mains.

LNV's team is however, capable of and can provide these, and other related services, if any are determined to be needed during the course of the project. A separate fee proposal can be developed if and when these services are needed per APAI's request.

Surveying Services Fee Proposal
San Marcos - Sunset Acres Subdivision
January 19, 2018

We look forward to working with you on this important project. If you have any questions or comments, please feel free to contact me at 512-381-8333 or via email at mnaiser@lvinc.com.

Sincerely,
LNV, Inc.
TBPE Firm No. F-366

A handwritten signature in blue ink that reads "Marcus Naiser, P.E." in a cursive style.

Marcus Naiser, P.E.
Vice President / Project Manager

Attachments: Attachment "A", Surveying Service Fee Breakdown



Sunset Acres
Subdivision

Existing
Detention Pond

Broadway St.

SH 123

Del Sol Dr.

Peter Garza
Overflow

135
Overflow

CITY OF SAN MARCOS
ON-CALL ENGINEERING SERVICES FOR CDBR – DR INFRASTRUCTURE
PROJECTS
SUNSET ACRES DRAINAGE STUDY
SCOPE OF SERVICES

Project Understanding

As part of the 2017 On-Call Engineering Services CDBG – DR Infrastructure program, the City of San Marcos (COSM) has requested Alan Plummer and Associates, Inc. (APAI) to prepare a preliminary drainage, traffic calming, and bicycle/pedestrian study for the Sunset Acres neighborhood from the IH-35 northbound frontage road to Guadalupe Street (SH 123). The streets included within the study area include:

- Broadway St (IH-35 NBFR to Guadalupe)
- Patricia Dr
- Candlelight Ln (Del Sol to Patricia)
- Lockwood St
- Parkdale Dr
- Magnolia Dr
- Woodcrest St
- Ebony St
- Parker Dr
- Oakdale St (N. of Broadway St)

Alan Plummer Associates, Inc. (APAI) has requested that K Friese + Associates (KFA) be part of the Project Team as a subconsultant. KFA will provide preliminary engineering services, including:

- Evaluation of traffic calming alternatives to discourage cut-through traffic from the northbound frontage road of IH-35 to Guadalupe Street (SH 123).
- Preliminary plans and cost estimates for selected traffic calming alternatives
- Preliminary typical sections and cost estimates for bicycle/pedestrian facilities in the Sunset Acres neighborhood. The recommended alternatives will include a Safe Routes to School analysis to address all streets within the neighborhood and pedestrian crossings at signalized intersections.

Basic Scope of Services

Preliminary Engineering

1. Project Management and QA/QC: This task includes routine communication with the Prime; invoicing; manpower and schedule management; QA/QC reviews; and other activities associated with managing KFA's portion of the project.
2. Meetings
 - a. Kick-off Meeting: KFA will attend one kick-off meeting with the Project Team to kick off the project.
 - b. Traffic Calming Meeting – KFA will attend one meeting with the Project Team and COSM to review and discuss traffic calming alternatives.

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- c. Preliminary Engineering Review Meeting – KFA will attend one meeting with Project Team and COSM to review the Preliminary Engineering submittal and discuss City comments.
3. Data Collection
- a. KFA will work with APAI to coordinate data requests for existing street widths and right-of-way data. KFA will review street layouts and existing ROW widths.
4. Deliverables:
- a. Traffic Calming Technical Memorandum – KFA will prepare a technical memorandum outlining alternatives for traffic calming measures for Broadway Street and other streets. Recommended measures might likely include speed humps. KFA will meet with the Project Team and the COSM to discuss alternatives and develop a preferred recommendation
 - b. Preliminary engineering for traffic calming –
 - i. KFA will prepare preliminary plan sheets showing recommended traffic calming installations.
 - ii. KFA will prepare a preliminary cost estimate (+/- 25%) for recommended alternative.
 - c. Preliminary engineering for bicycle/pedestrian facilities –
 - i. KFA will prepare proposed typical sections for each street within study area incorporating bicycle lanes and pedestrian facilities considering available right-of-way and proposed drainage improvements.
 - ii. KFA will prepare a preliminary cost estimate (+/- 25%) for pedestrian and bicycle facilities.
 - iii. KFA will consider Safe Routes to School (SRTS) to determine recommendations for safe routes from the study area to Mendez Elementary School and Owen Goodnight Middle School. KFA will prepare exhibits for each school depicted safe routes for each street within the study area.

APAI Responsibilities

- 1. APAI will provide to KFA available data relating to KFA's services on the Project. KFA will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by APAI.
- 2. APAI will provide KFA with a template for the plan sheets and CAD standards for all exhibits.
- 3. APAI will provide information related to the proposed drainage improvements.
- 4. APAI will give prompt notice to KFA whenever APAI observes or becomes aware of any development that affects the scope or timing of KFA's services.

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5. APAI shall examine information submitted by KFA and render in writing or otherwise provide comments and decisions in a timely manner.

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

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

EXHIBIT 3
DETAILED FEE SCHEDULE

City of San Marcos
Sunset Acres Drainage Improvements
Preliminary Engineering
Project No. 1

Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
									Hours	Fee (\$\$\$)	
Preliminary Engineering	32	0	237	68	333	98	10	15	793	\$ 123,760	100.0%
A Meetings	14	0	28	0	20	0	0	0	62	\$ 11,670	9.4%
1 Kickoff	2		4		2			0	8	\$ 1,560	1.3%
2 Status	4		10		6			0	20	\$ 3,750	3.0%
3 TxDOT Coordination	4		6		4			0	14	\$ 2,740	2.2%
4 Review Meeting	2		4		4			0	10	\$ 1,810	1.5%
5 Public Meeting	2		4		4			0	10	\$ 1,810	1.5%
B Data Collection and Review	0	0	4	0	12	4	0	0	20	\$ 2,760	2.2%
1 Storm Drains			2		8	4			14	\$ 1,880	1.5%
2 Traffic			1		2				3	\$ 440	0.4%
3 Wastewater			1		2				3	\$ 440	0.4%
C Survey	0	0	1	0	3	6	0	0	10	\$ 1,315	1.1%
1 Limited topography			1		2	4			7	\$ 940	0.8%
2 Available Aerial Imagry					1	2			3	\$ 375	0.3%
D Preliminary Engineering	18	0	164	68	298	88	10	0	646	\$ 96,290	77.8%
1 Utility Coordination			1		8				9	\$ 1,190	1.0%
2 Evaluate existing storm drains & streets	4		32		64				100	\$ 15,180	12.3%
3 Develop propoosed schematics	2		50		88	40			180	\$ 26,050	21.0%
4 Develop hydraulic models of proposed	4		20	60	40	20			144	\$ 22,000	17.8%
5 Evaluate traffic calming			1		2				3	\$ 440	0.4%
6 Evaluate pedestrian/bicycle improvements			1		2				3	\$ 440	0.4%
7 Provide Schematics of traffic improvements			1		2				3	\$ 440	0.4%
8 Evaluate water and wastewater improvements			6		12				18	\$ 2,640	2.1%
9 Develop water and wastewater schematics			6		16	16			38	\$ 5,140	4.2%
10 Evaluate permitting and environmental constraints	2		6		16				24	\$ 3,690	3.0%
11 Prepare preliminary OPCC	2		12		16				30	\$ 4,830	3.9%
12 Provide project schedule			4		8				12	\$ 1,760	1.4%
13 Prepare preliminary engineering report	4		24	8	24	12	10		82	\$ 12,490	10.1%
PM ADMINISTRATIVE/QC TASKS	0	0	40	0	0	0	0	15	55	\$ 11,725	9.5%
1 Quality Control								15	15	\$ 4,125	3.3%
2 Project Management			40						40	\$ 7,600	6.1%
TOTAL LABOR											
Total Labor Hours	32	0	237	68	333	98	10	15	793		
Total Labor Amount										\$ 123,760	100.0%
Labor Rates per Hour	\$275	\$240	\$190	\$160	\$125	\$125	\$105	\$275			
Total Amounts by Labor Category	\$ 8,800	\$ -	\$ 45,030	\$ 10,880	\$ 41,625	\$ 12,250	\$ 1,050	\$ 4,125		\$ 123,760	
Labor Category Percent of Total Labor	7.1%	0.0%	36.4%	8.8%	33.6%	9.9%	0.8%	3.3%			100.0%
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										\$ 63,091	
Total Reimbursables										\$ 1,050	
Total Expenses										\$ 64,141	
GRAND TOTAL - Preliminary Engineering										\$ 187,901	

SUBCONSULTANT EXPENSES

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
CA	Architect Consultant	\$ -	1.05	\$ -
CC	Civil Engr Consultant	\$ -	1.05	\$ -
CE	Electrical Consultant	\$ -	1.05	\$ -
CG	Geotechnical Consultant	\$ -	1.05	\$ -
CM	Mechanical Consultant	\$ -	1.05	\$ -
CO	Other Consultant	\$ -	1.05	\$ -
CS	Structural Consultant	\$ -	1.05	\$ -
CY	Surveying Consultant	\$ -	1.05	\$ -
C1		\$ -	1.05	\$ -
C2	K. Friese	\$ 24,555	1.05	\$ 25,783
C3	LNV	\$ 35,532	1.05	\$ 37,309
C4		\$ -	1.05	\$ -
C5		\$ -	1.05	\$ -
C6		\$ -	1.05	\$ -
TOTAL SUBCONSULTANT EXPENSES		\$ 60,087		\$ 63,091

REIMBURSABLE EXPENSES

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
RA	Laboratory Analysis	\$ -	1.05	\$ -
RC	Computer	\$ -	1.05	\$ -
RH	Historical	\$ -	1.05	\$ -
RI	In-House Reproduction	\$ 300	1.05	\$ 315
RL	Long Distance Telephone	\$ -	1.05	\$ -
RM	Employee Mileage	\$ 300	1.05	\$ 315
RO	Other Expenses	\$ 400	1.05	\$ 420
RP	Purchased Services	\$ -	1.05	\$ -
RR	Reproduction	\$ -	1.05	\$ -
RS	Shipping, Delivery, Postage	\$ -	1.05	\$ -
RT	Travel, Meals, Lodging	\$ -	1.05	\$ -
RU	Telecommunications	\$ -	1.05	\$ -
R1		\$ -	1.05	\$ -
R2		\$ -	1.05	\$ -
TOTAL REIMBURSABLE EXPENSES		\$ 1,000		\$ 1,050

Sunset Acres Survey

MANHOUR BREAKDOWN FOR SERVICES

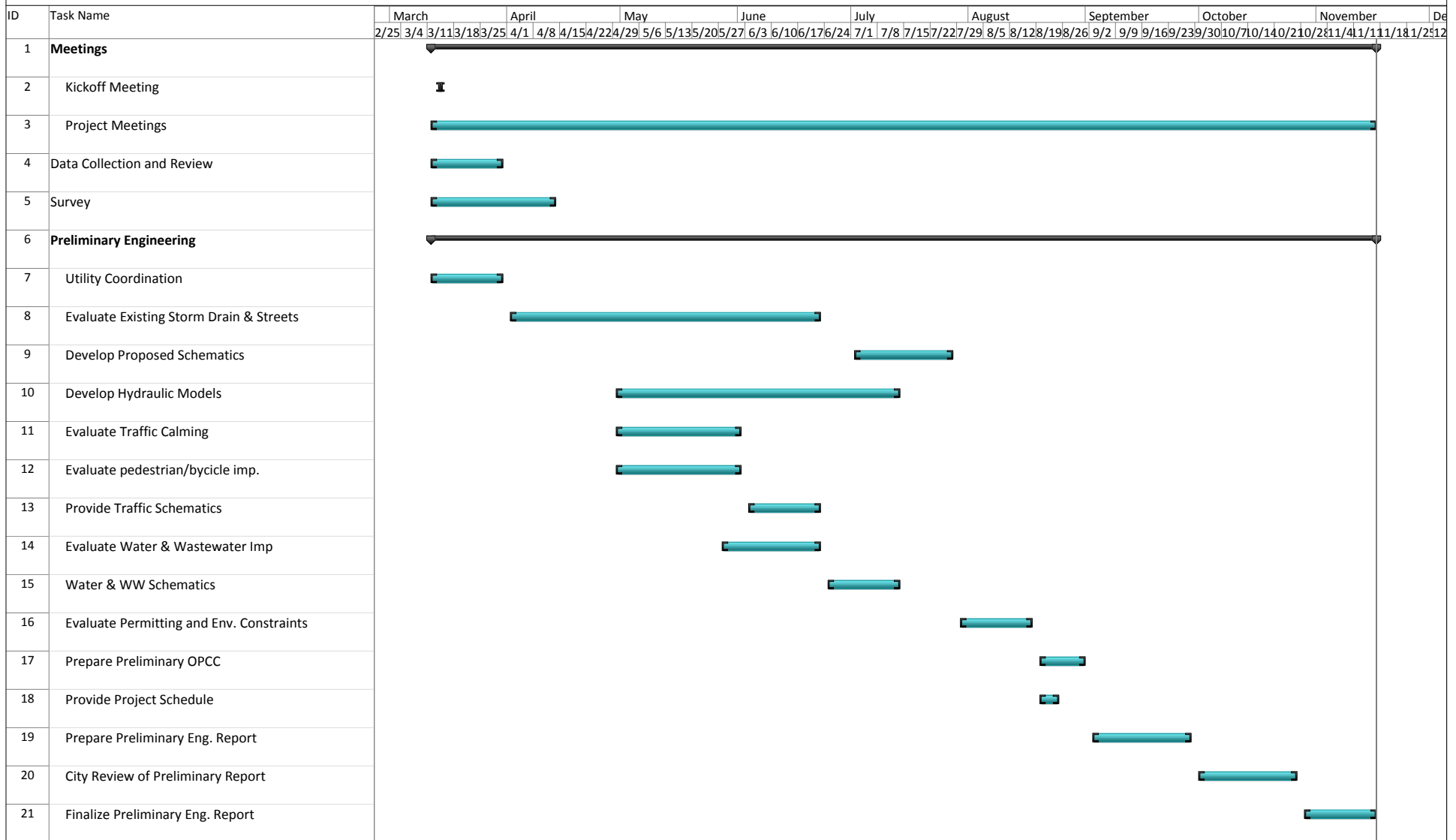
December 14, 2017

FUNCTIONAL TASKS	S.I.T.	PROFESSIONAL SURVEYOR	FIELD CREW	Total
Project Set-Up, Block Maps and Staking files	4	2		6
Control Network	4	2	12	18
Topographic Survey (16,750 LF)	8	2	100	110
Topographic Survey (2 acre detention pond)	2	1	12	15
Sanitary Sewer and Storm Water Survey	8	2	50	60
Post Processing	16	4		20
Total of Hours	42	13	174	229
Total Cost	\$4,158.00	\$1,794.00	\$29,580.00	\$35,532.00
Unit Rate	\$99.00	\$138.00	\$170.00	

**MANPOWER/BUDGET ESTIMATE
ON-CALL ENGINEERING SERVICES FOR CDBG-DR INFRASTRUCTURE PROJECTS
SUNSET ACRES DRAINAGE STUDY**

Task	\$ 250.00 \$ 200.00 \$ 155.00 \$ 120.00 \$ 95.00 \$ 90.00 \$ 85.00							Total Hrs	Labor Cost \$	Expenses \$	Total Cost \$	
	Principal	QA/QC	Project	Project	EIT	Senior	Admin					
	Hrs	Manager	Manager	Engineer	Hrs	Technician	Hrs					
Preliminary Engineering Phase												
1	Project Management & QA/QC	2	4	12				6	24	\$3,670		\$3,670
2	Meetings								0	\$0		\$0
	<i>Kick-off Meeting</i>			6					6	\$930	\$60	\$990
	<i>Traffic Calming Meeting</i>			6					6	\$930	\$60	\$990
	<i>Preliminary Engineering Review Meeting</i>			6					6	\$930	\$60	\$990
3	Data Collection			4		16			20	\$2,140		\$2,140
4	Deliverables								0	\$0		\$0
a.	Traffic Calming Technical Memorandum		2	8	8	16			34	\$4,120		\$4,120
b.i.	Traffic Calming Preliminary Plan Sheets		1	4		8	12		25	\$2,660	\$10	\$2,670
b.ii.	Traffic Calming Preliminary Cost Estimate		0.5	1		6			7.5	\$825		\$825
c.i.	Proposed Typical Sections		2	4		10	20		36	\$3,770	\$20	\$3,790
c.ii.	Preliminary Cost Estimates		1	2		4	4		11	\$1,250		\$1,250
c.iii.	Safe Routes to School Analysis and Exhibits		2	4	8	8	4		26	\$3,100	\$20	\$3,120
Total		2	12.5	57	16	68	40	6	201.5	\$ 24,325.00	\$ 230.00	\$ 24,555.00

CITY OF SAN MARCOS
SUNSET ACRES DRAINAGE IMPROVEMENTS
PRELIMINARY ENGINEERING PHASE



Project: Sunset Acres Date: January 23, 2018	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary			
	Project Summary		Inactive Summary		Start-only			

EXHIBIT 4
FEDERAL, STATE, AND LOCAL REQUIRED PROVISIONS