

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

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: K. Friese and Associates

for

The Project: Midtown Drainage Improvements Phase 1- Preliminary Engineering Study

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 Greg Schwarz, PE, 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: Greg Schwarz, PE
Title: Senior Engineer
630 East Hopkins
San Marcos, Texas 78666
Ph. 512-393-8140
E-mail: gschwarz@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 it 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 Department
gschwarz@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 Thomas M. Owens, P.E.
K. Friese and Associates
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, TX 78746

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 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 One Hundred Forty Thousand Seven Hundred Seventy-Seven and 00/100 (\$140,777.00).

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:

PROFESSIONAL FIRM:

THE CITY OF SAN MARCOS

K FRIESE AND ASSOCIATES, INC.

By: _____

By: Thomas M. Owens

Name: Bert Lumbreras

Name: Thomas M. Owens, P.E.

Title: City Manager

Title: Executive Vice President

Date: _____

Date: 22 DEC 17

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
MIDTOWN DRAINAGE IMPROVEMENTS – PRELIMINARY ENGINEERING
SCOPE OF SERVICES**

Project Understanding

The work to be performed by K Friese + Associates (KFA) under this contract shall consist of providing Preliminary Engineering Services for the Midtown Drainage Improvements Preliminary Analysis. The project will analyze the drainage characteristics for the general drainage area shown in Exhibit C and identify potential flood mitigation solutions that will reduce flooding to the region including solutions to both the East and West sides of I-35. This phase of the project will take a holistic look at the entire watershed to identify solutions for the known problem areas identified in the San Marcos Comprehensive Watershed Master Plan Site #43 and the AECOM CDBG-DR Infrastructure Feasibility Study. Future phases of the project will include detailed topographic survey, additional detailed drainage analysis, construction document preparation, bidding, and construction phase services for the selected alternatives.

Basic Scope of Services

Task A – Preliminary Phase (30%)

1. Project Management

Project Management includes routine communication with the City, managing subconsultants, schedules, invoicing, progress reports, monitoring QA/QC efforts, and other activities associated with managing the project.

2. Quality Control Plan

KFA will prepare a Quality Control Plan for the project which outlines QA/QC procedures, scheduled reviews, detailed project scheduling, and assigned QA/QC managers for various tasks. QA/QC reviews will be conducted and documented at each major submittal by an independent KFA staff member.

3. City Meetings + Coordination

Coordination meetings with City staff shall be held to discuss project related issues, review progress, and address issues which may arise. Monthly status meetings or conference calls are anticipated throughout the duration of the project.

- a. Total of three (6) monthly status meetings are anticipated.
- b. KFA will schedule one (1) kickoff meeting upon project NTP.
- c. KFA will schedule one (1) meeting following submittal of Preliminary Engineering Report to discuss City comments and major design elements moving forward.

4. State + Federal Compliance/Coordination

KFA understands that all project components must comply with the US Department of Housing and Urban Development (HUD) regulations throughout the duration of the project. KFA will satisfy the tasks documented in the City's Action Plan and will coordinate with the City on any deviations from the original plan. KFA will schedule a meeting with the City's TxCDBG administrator to ensure all project requirements are understood.

- a. CDBG-DR Environmental and Design Oversight tasks will be provided primarily by subconsultant Ku & Associates in accordance with their attached proposal dated November 11, 2017. Ku & Associates will also oversee all environmental services to ensure all required documentation is developed to meet federal and state regulations.

**EXHIBIT 1
CITY OF SAN MARCOS
MIDTOWN DRAINAGE IMPROVEMENTS – PRELIMINARY ENGINEERING
SCOPE OF SERVICES**

- b. TxDOT Coordination will follow the Local Government Project Procedures (LGPP) as required by TxDOT. KFA will also schedule meetings with appropriate TxDOT staff to fully understand project constraints and limitations due to TxDOT ROW and easements within the project limits.

5. Data Collection

- a. KFA will collect and review data related to the storm sewer and drainage within the overall project area. City provided reports, GIS data, as-builts, and existing models will be reviewed and incorporated into the analysis at the discretion of the Engineer. Data collection included in the Phase I scope is not included in this scope.
- b. KFA will perform site visits to visually inspect specific areas and features within the project area. One (1) site visit is anticipated for this scope with one to include City staff to discuss project design elements and constraints. KFA will document site visits with field reports and organized photos.

6. Environmental Services

Environmental services will be provided by subconsultant Cox | McClain Consulting, Inc. in accordance with their attached proposal.

7. Drainage Analysis

- a. A high level rapid assessment will be run for the project area. An Infoworks ICM “rain on mesh” simulation drops a rainfall hyetograph directly onto a 2D surface. Collected existing storm sewer GIS data will be imported into the model. Previous models created by the City will be reviewed and utilized as applicable. The results from the “rain on mesh” simulation will be utilized to develop the hydrologic and hydraulic parameters for the detailed analysis.
- b. Existing Conditions Hydrology
 - 1. KFA will utilize all available information to develop overall sub basin boundaries, times of concentration, runoff losses, and rainfall data and build a detailed hydrologic model. KFA will develop preliminary peak flow rates for up to five (5) specified design storms according to the City criteria for each identified point of interest.
 - 2. Runoff hydrographs for up to three (3) historical flood events will be developed. The City and the Engineer will agree upon the flood events and where rainfall and flow data will be acquired prior to the analysis.
- c. Existing Conditions Hydraulics
 - 1. A modeling node and link network will be developed to represent storm drain inlets, manholes, conduits, culverts, bridges, and detention ponds in the project area. Offsite systems and private systems will be aggregated and simplified. The existing storm sewer network will be developed and verified from the existing City models, as-built data, field visits, City GIS data, project survey, and other City provided data. The storm sewer network will be developed and documented using GIS.
 - 2. The most up-to-date Blanco model will be utilized for the 2D hydraulic model tailwater development. The City and KFA will agree upon the tailwater assumptions and methods selected for incorporation into the 2D hydraulic model. KFA will utilize the City provided ICM model of the Blanco River to include inflow hydrographs for the 100-year event to simulate creek flooding from the Blanco

EXHIBIT 1
CITY OF SAN MARCOS
MIDTOWN DRAINAGE IMPROVEMENTS – PRELIMINARY ENGINEERING
SCOPE OF SERVICES

that spills into the watershed area and flows along the Southbound frontage road of I-35. Detailed modeling of the Blanco River is not included in this scope.

3. Hydrologic and hydraulic physical data such as detention pond storage, pond outlets, and locations of physical structures will be incorporated into the 2D model. Detention pond storage will be estimated from the LiDAR DEM, project survey and as-built drawings. Pond outlet structures will be estimated from as-built drawings, field survey, and site visits. Locations of physical structures such as residential homes and commercial buildings will be estimated from aerial imagery and City GIS data.
4. A 2-dimensional Infoworks ICM hydraulic model will be developed for the entire watershed. The 2D hydraulic model will be analyzed for the up to five (5) storm frequencies. Model warnings and errors will be reviewed and addressed as necessary. Model stability will be evaluated and reduced in order to provide a quality numeric representation of existing conditions.
5. The 2D hydraulic model will be analyzed for up to three (3) historical flood events. Inundation results will be compared against available historic flood data such as photographs, videos, high water marks, and flood complaints. Model parameters will be revised as appropriate to best simulate the historic flood events.

d. Proposed Alternatives

1. KFA will coordinate with the City to develop criteria for developing conceptual flood mitigation solutions. KFA will utilize the preliminary hydrology and hydraulic models to develop three (3) preliminary alternative for flood mitigation for the project area to include improvements to both the open channel and localized systems. Improvements will be assessed for both the East and West side of I-35. This may include proposed improvements to the ditch capacity, inlet placement, storm sewer upgrades, culvert upgrades, and pond improvements.
2. The proposed preliminary alternatives will be simulated to assess the benefit provided to the observed flooding from the Blanco River along the Southbound frontage road of I-35 during the 100-year event only. Specific solutions to the Blanco River flooding within the watershed for this study will not be developed, but only simulated to understand how the above mentioned preliminary alternatives impact the flooding from the Blanco River.
3. KFA will utilize the hydrologic and hydraulic models to assess and minimize potential impacts the proposed improvements may have outside of the project area. These impacts will be discussed with the City, and adjustments to the selected alternative design will be made to ensure no adverse impacts are created due to the proposed project.
4. KFA will develop an Opinion of Probable Construction Cost for each of the selected alternatives. The cost estimates will include all major construction items with an overall contingency of 25% as well as long term maintenance cost associated with each alternative. Unit cost will be based on the City standard bid items and other regionally applicable data.
5. After alternative analysis is completed, KFA will meet with the City to discuss the benefits and preliminary costs associated with the alternatives. The City and KFA will select a final alternative(s) to move into detailed design.
6. KFA will create GIS level graphics for the preliminary design to be included in the Preliminary Engineering Report.

**EXHIBIT 1
CITY OF SAN MARCOS
MIDTOWN DRAINAGE IMPROVEMENTS – PRELIMINARY ENGINEERING
SCOPE OF SERVICES**

8. *Maintenance Path Alignment*

KFA will develop a preliminary design of a 10' wide concrete maintenance path from Aquarena Springs to Davis Lane that will follow the general overbank of the existing channel. The trail will be approximately 1,900 linear feet.

- a. Alternatives Analysis – the objective of this work is to develop sufficient information to evaluate trail options that fit within the project limits and meet City trail and Texas Accessibility Standards (TAS).
 1. KFA will develop up to two (2) horizontal alignments to be presented to the City. The City will select the preferred alignment.
- b. For the final selected alternative, KFA will conduct a preliminary vertical alignment check to ensure the trail can be designed to meet all criteria.
- c. Plan preparation – KFA will develop 30% level plan and typical cross sections for the selected trail design. A trail profile will not be included at the preliminary phase.

9. *Permitting Requirements*

Following selection of the preferred alternative, KFA will assess potential permitting requirements by agencies such as USACE, TWPD, TCEQ, the County, or TxDOT. During the preliminary design phase, KFA will make every effort to develop a solution to avoid USACE permitting that is required due to disturbance of the "ordinary high-water mark" at the project outfall. In the event this is unavoidable, KFA will communicate this early on to the City, and determine appropriate alternatives to avoid project delays. Anticipated permitting requirements will be documented in the Preliminary Engineering Report.

10. *Identify Utility Conflicts*

KFA will identify known or potential utility conflicts based on the selected alternative for the project. High level potential solutions and realignments will be discussed in the Preliminary Engineering Report.

11. *Qualitative Water Quality Assessment*

KFA will conduct a qualitative analysis to determine what water quality and erosion protective improvement measures could be implemented as part of the selected alternative. This will include assessing the feasibility of implementing BMPs within the project area. A section of the PER will document the assessment and list options for potential implementation. Detailed design of permanent water quality and erosion control measures are not included in this scope.

12. *Deliverables*

- a. Preliminary Engineering Report Draft: KFA will document all project design and analysis into a Preliminary Engineering Report. KFA will provide three (3) hard copies and one (1) electronic PDF file to the City for review.
- b. Preliminary Engineering Report Final: Upon City review of draft PER, KFA will address all review comments and provide three (3) hard copies and one (1) electronic PDF file of the final PER.
- c. Preliminary digital Hydrologic and Hydraulic models used to analyze the alternative designs.

EXHIBIT 2

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

AGREEMENT/ SERVICES: Midtown Drainage Project Phase 1- PER

CITY REPRESENTATIVE: Greg Schwarz, PE

CONTRACTOR: K Friese and Associates

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

EXHIBIT 3

EXHIBIT 3 DETAILED FEE SCHEDULE											
City of San Marcos, Texas											
Midtown Drainage Improvements - Preliminary Phase											
Professional Service Description	Total Task Hours	Total Task Cost	Staff						Admin	Reimbursables	Client Subconsultants
			Principal	Project Manager	Sr. Project Engineer	Project Engineer	Engineer-in-Training	Designer			
Task A - Preliminary Phase (30%)											
A	1,020	\$ 140,777	\$275.00	\$190.00	\$180.00	\$135.00	\$95.00	\$85.00	\$60.00	Fee	Fee
1 Project Management	24	\$ 3,520		16						8	
2 Quality Control Plan	11	\$ 2,085	1	6	4						
3 City Meetings + Coordination	40	\$ 6,750	20		20						\$ 250.00
4 State + Federal Compliance/Coordination	4	\$ 4,685		4							
5 Data Collection	18	\$ 2,220	2		8		8				
6 Environmental Services	2	\$ 7,266	2								\$ 6,886.00
7a Rain-on-Mesh Simulation	36	\$ 4,440		4		16	16				
7b1 Hydrologic Modeling	84	\$ 9,640		4		32	48				
7b2 Hydrologic Historical Event Simulations	13	\$ 1,490	1		4		8				
7c1 Storm Drain Network Development	60	\$ 7,040		4		24	32				
7c2 Hydraulic Tailwater Assessment	10	\$ 1,460		2		8					
7c3 Physical Model Input	34	\$ 3,900		2		12	20				
7c4 2D Model Development	68	\$ 8,020		8		20	40				
7c5 Hydraulic Model Calibration	28	\$ 3,500		2		12	12				
7d1 Alternatives Modeling	162	\$ 20,500		30		48	80				
7d2 Runoff River Flooding Assessment	14	\$ 1,680		2		4	8				
7d3 Impacts Assessment	44	\$ 5,360		4		20	20				
7d4 Cost Estimates	34	\$ 4,090		4		12	18				
7d5 Selection of Final Alternative	16	\$ 2,600		8							
7d6 Final Alternative Exhibits	36	\$ 3,880		4		8		24			
8 Maintenance Path Alignment	62	\$ 7,740		2		12	16	32			
9 Permitting Requirements	16	\$ 2,380		4			12				
10 Identify Utility Conflicts	32	\$ 3,900					12	16			
11 Qualitative Water Quality Assessment	40	\$ 5,200		8			16	16			
12 Deliverables	132	\$ 17,430		32		40	60				\$ 250.00
Total Basic Service Hours:	1,020	\$ 140,777	1	179	22	352	434		24	8	
Total Project Fee \$ 140,777											

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 amount 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 on the project; including the primary consultant. If a firm does not have DUNS Number, they must register for one at: www.sam.gov

Table F.1: List of Project Team

Firm Name	Contract Amount <i>(Amount For Each Firm Working on the Project)</i>	% of Total Contract Amount <i>(Must add up to 100%)</i>	Duns Number	MBE/WBE/Section 3 <i>(Y/N) If Yes, Designate Which Type</i>
K Friese & Associates	\$129,965.00	91.7%	131055886	WBE
Cox McLain Environmental Consulting	\$6,886.00	3.0%	808233410	WBE
Ku & Associates	\$3,926.40	5.3%	080975892	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 :

Record Status: Active
DUNS Number: 131055886
Functional Area: Entity Management, Performance Information

ENTITY K FRIESE & ASSOCIATES, INC.	Status:Active
-------------------------------------------	---------------

DUNS: 131055886	+4:	CAGE Code: 46H86	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: Mar 31, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
-------------------------------	---------------------------	-----------------------------

Address: 1120 S CAPITAL TEXAS HWY STE 100

City: WEST LAKE HILLS

State/Province: TEXAS

ZIP Code: 78746-6464

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 13-105-5886
- Contractor Legal Name K Friese & Associates
- Subawardee Address 1120 S. Capital of Texas Hwy, CityView2, Suite 100, Austin, TX 78746
- Subawardee Principal Place of Performance (including congressional district)
Austin (District 25)

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	N/A	N/A
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.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, Thomas M. Owens, P.E. certify that K Friese & Associates, Inc. is a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name: K Friese & Associates, Inc.

Business Registered Address 1: 1120 S. Capital of Texas Highway

Business Registered Address 2: CityView 2, Suite 100

State of Registration: Texas

Certificate or Registration Number: KFR8309453

Certifying Agency: City of Austin

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.

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

I, Tom Owens certify that K Friese & Associates, 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 \$ 6,886.00

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3
Environmental Consulting	\$0.00	\$6,886.00	\$0.00	Cox McLain Environmental Consulting

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 *Thomas M. Owens*

Printed Name Thomas Owens, PE

Position Executive Vice President

Date December 22 2017

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

Certificate Number:
2017-296553

Date Filed:
12/21/2017

Date Acknowledged:

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

K. Friese & Associates, Inc.
Austin, TX United States

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

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.

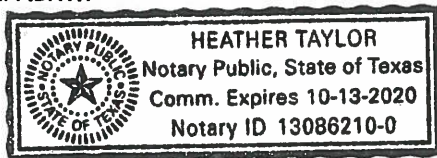
13028132-56254
Civil Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Friese, Karen	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.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tom Owens, this the 21st day of December 20 17, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Heather Taylor

Printed name of officer administering oath

Notary Public

Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com														
INSURED K Friese & Associates, Inc. 1120 S.Capitol of Texas Hwy Cityview #2 Suite 100 Austin, TX 78746	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hartford Accident & Indemnity Co</td><td>22357</td></tr><tr><td>INSURER B: Twin City Fire Insurance Co</td><td>29459</td></tr><tr><td>INSURER C: Sentinel Insurance Company Ltd</td><td>11000</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident & Indemnity Co	22357	INSURER B: Twin City Fire Insurance Co	29459	INSURER C: Sentinel Insurance Company Ltd	11000	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Severability of Int. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			84SBWVM8359 Prof. Liab. Excl.	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			84UEGAR7037	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	84WBGBJ1571	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

When required by written contract: The City of San Marcos is included as additional insured for above coverages except WC. Coverage is primary and non-contributory to any other insurance carried except Umbrella. Waiver of Subrogation is included in favor of additional insureds for all policies 30 days notice of cancellation will be given to the certificate holder. (GLAI, AutoAI, WOSWC)

CERTIFICATE HOLDER

City of San Marcos
Engineering and Capital
Improvements Department
630 E. Hopkins
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Kuntz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: acecclientrequest@marsh.com FAX (A/C, No): 888-621-3173														
INSURED K Friese & Associates, Inc. 1120 S.Capitol of Texas Hwy Cityview #2 Suite 100 Austin TX 78746	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Beazley Insurance Company, Inc.</td><td>37540</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Beazley Insurance Company, Inc.	37540	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			V14A3F170401	01/01/2017	01/01/2018	Per Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This policy covers the professional services of the named insured for all projects & the limits of liability shown shall not be construed to be applied to a particular project.
Retroactive Date: 04/25/03

CERTIFICATE HOLDER

City of San Marcos, Texas
Attn: Capital Improvements
Dept.
630 East Hopkins
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710 Dallas, TX 75243	CONTACT NAME: Cameron Brown PHONE (A/C, No, Ext): (214) 503-1212 E-MAIL ADDRESS: certificate@mclaughlinbrunson.com FAX (A/C, No): (214) 503-8899																					
INSURED K Friese & Associates, Inc. 1120 S Cap of TX Hwy Cityview II Austin TX 78746	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Accident and Indemnity Company</td><td>22357</td></tr><tr><td>INSURER B:</td><td>Sentinel Insurance Company Ltd</td><td>11000</td></tr><tr><td>INSURER C:</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Accident and Indemnity Company	22357	INSURER B:	Sentinel Insurance Company Ltd	11000	INSURER C:	Hartford Fire Insurance Company	19682	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Hartford Fire Insurance Company	19682																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 39373915

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWBA7667	1/1/2018	1/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84UEGZV5448	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	84WBGID6277	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Thirty (30) day notice of cancellation in favor of certificate holder on all policies. City of San Marcos are included as additional insured for ongoing and completed operations when required by written contract. Insurance is Primary and Non-contributory when required by written contract. Waiver of Subrogation is included when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of San Marcos
Attn: Capital Improvements
630 E. Hopkins
San Marcos TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cameron Brown

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: acecclientrequest@marsh.com FAX (A/C, No): 888-621-3173														
INSURED K Friese & Associates, Inc. 1120 S.Capitol of Texas Hwy Cityview #2 Suite 100 Austin, TX 78746	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Beazley Insurance Company Inc</td><td>37540</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Beazley Insurance Company Inc	37540	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			V14A3F180501	01/01/2018	01/01/2019	Per Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This policy covers the professional services of the named insured for all projects & the limits of liability shown shall not be construed to be applied to a particular project.
Retroactive Date: 04/25/03

CERTIFICATE HOLDER

City of San Marcos, Texas
Attn: Capital Improvements
Dept.
630 East Hopkins
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Vint

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Exhibit C - Project Area

