

**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: Halff Associates, Inc.

for

The Project: The Blanco Riverine Flood Mitigation Project

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 Laurie Moyer, 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: Laurie Moyer, P.E.
Title: Director of Engineering and Capital Improvement
630 East Hopkins
San Marcos, Texas 78666
Ph. 512-393-8130
E-mail: lmoyer@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.

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 EngInfo@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	Eric Ratzman, P.E. Halff Associates, Inc 9500 Amberglen Blvd., Building f, Suite 125 Austin, TX 78729 eratzman@halff.com

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Changes in Service. If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization on Change in Services Form in **Exhibit 2** to do so. The Authorization on Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

ARTICLE 8

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Professional Firm's Services and include actual and reasonable expenses incurred by the Professional Firm, that are (i) outside the services listed in **Exhibit 1**; and (ii) solely and directly in connection with the performance of Professional Firm's Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Professional Firm.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Professional Firm.

ARTICLE 9

ADDITIONAL SERVICES

Additional Services are services not included in the Professional Firm's Services and not reasonably inferable from Professional Firm's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Professional Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10

PAYMENTS TO PROFESSIONAL FIRM

Professional Firm shall present monthly Applications for Payment to the Owner detailing the Professional Firm's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Professional Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Professional Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Professional Firm such sums as are reasonably 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 per claim / annual aggregate

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 receipt of a written request from Owner supported by a good-cause description of the reasons supporting Owner's 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 to the extent 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 Six hundred eight-three thousand, five hundred eighteen and 00/100 dollars (\$683,518.00).

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and **Exhibit 3**), Professional Firm shall be compensated for the actual expense incurred by Professional Firm. Notwithstanding the foregoing, Owner's payment to Professional Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services: The Professional Firm's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

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

OWNER:

PROFESSIONAL FIRM:

THE CITY OF SAN MARCOS

HALFF ASSOCIATES, INC.

By: _____

By:  _____

Name: Bert Lumbreras

Name: Eric J. Ratzman, P.E.

Title: City Manager

Title: Senior Project Manager

Date: _____

Date: 3/8/2018 _____

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 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: \$ _____
Net increase/decrease in contract amount: \$ _____
Revised Agreement amount: \$ _____

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 4
FEDERAL, STATE, AND LOCAL REQUIRED PROVISIONS

A. NATIONAL OBJECTIVES

All activities funded with CDGB-DR funds must meet one of the CDBG-DR program's National Objectives: (a) benefit low- and moderate- income persons; (b) aid in the prevention or elimination of slums or blight; or (c) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Engineer certifies that the activities carried out under this Agreement will meet a National Objective.

B. COPELAND ANTI-KICKBACK ACT COMPLIANCE

The Professional Firm will comply with the requirements of 29 CFR Part 3 (the Copeland Act). The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee -- in any manner -- to give up any part of his/her compensation to which he/she is entitled under his/her contract of employment.

C. CONFLICTS OF INTEREST (24 CFR 570.611; 2 CFR 200.112 AND 200.318(c); 24 CFR 85.35; AND 24 CFR 84.42

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients (*funded applicants*), is the procurement regulations located at 24 CFR 84.42 and 85.36. The second set of provisions is located at 24 CFR 570.61 l(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the Professional Firm must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- 1) Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
 - a) An employee, officer, or agent' of the Professional Firm;
 - b) Any member of an employee's, officer's, or agent's immediate family;
 - c) An employee's, agent's, or officer's partner; or
 - d) An organization which employs or is about to employ any of the persons listed in the preceding sections.
- 2) Require that employees, agents, and officers of the Professional Firm neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to sub-agreements. However, Professional Firms may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

- 3) Provide for disciplinary actions to be applied for any violations of such standards by employees, agents or officers of the subrecipient.

With respect to all other CDBG-assisted activities, the general standard is that no employee, agent or officer of the subrecipient, who exercises decision-making responsibility with respect to CDBG funds and activities is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds for the activities. Specific provisions include that:

- a) This requirement applies to any person who is an employee, agent, Professional Firm, officer, or elected or appointed official of the City, a designated public agency, or a subrecipient, and to their immediate family members and business partner(s).
- b) The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee or subrecipient organization.
- c) Upon written request, exceptions may be granted by HUD on a case-by-case basis.

D. CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to the Invitation for Bids, the Professional Firm certifies that at the time of submission, he/she/it is not listed on the government- wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p 235), "Debarment and Suspension".

- 1) In the event of placement on the list between the time of bid/proposal submission and time of contract award, the bidder/proposer will immediately notify the City.
- 2) Professional Firm certifies that its subcontractors are not presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 3) Placement of Professional Firm on the federal government's list of suspended, ineligible, or debarred contractors, false certification, or failure to notify City as required may result in City's termination of this Contract for default.
- 4) Contractor will furnish a copy of the certification in accordance with 24 C.F.R. Part 24 (Debarment and Suspension). The Contractor and all subcontractors will be active and not debarred on the website, www.sam.gov. and provide a copy of the certification to the City before the entity performs work under this contract.

The Contractor must ensure that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" and the UAR. Contractor will have each contractor and subcontractor complete a contractor eligibility form in a format that is provided or approved by the City. This form will provide the information necessary to verify contractor eligibility.

E. NON-COLLUSION CERTIFICATION

The Professional Firm certifies that, if a proposal was provided that resulted in a contract, that proposal was made without collusion with any other person, firm or corporation.

F. BYRD ANTI-LOBBYING AMENDMENT

(31 U.S.C. 1352) Contractors that bid for an award exceeding \$100,000 must file the required certification that it will not and has not used Federal appropriated funds to pay any persons or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

G. SECTION 3 COMPLIANCE

Compliance with Section 3 [These provisions are applicable to projects for which the amount of HUD assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000.]

- 1) The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment

opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.

- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- 7) When required, Contractor shall furnish the City or HUD with satisfactory proof of its compliance herewith.

H. COMPLIANCE WITH RULES AND REGULATIONS

Funding for the Project has been made available by HUD through the CDBG-DR Program. The Professional Firm will comply with all of the applicable uniform administrative regulations related to the application, acceptance and use of federal funds as contained in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Professional Firm is encouraged to obtain the necessary information but failure to do so will not relieve it from compliance with the applicable regulations. The Professional Firm will be responsible for compliance and conformance with applicable federal and state laws, rules, regulations and codes, City permitting requirements, and City ordinances currently in effect. Federal and state laws, rules, regulations and codes include but are not limited to:

a. WORKERS COMPENSATION LAWS:

- 1) Minimum and maximum salary and wage statutes and regulations, including but not limited to:
 - a) Fair Labor Standards Act of 1938, as amended;
 - b) Equal Pay Act of 1963, PL 88-38; and
 - c) All applicable regulations implementing the above laws;
- 2) Non-discrimination statutes and regulations, including but not limited to:
 - a) Title VII of the Civil Rights Act of 1964, as amended;
 - b) Section 504 of the Rehabilitation Act of 1973, as amended;
 - c) The Age Discrimination Act of 1975, as amended; and
 - d) all applicable regulations implementing the above laws;
- 3) Licensing laws and regulations;
 - a) Compliance with Texas Accessibility Standards ("TAS") and ADA requirements, issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, or other applicable Texas law;
- 4) Requirements under the Architectural Barriers Act and the Americans with Disabilities Act set forth in 24 C.F.R. Section 570.614;
- 5) All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- 6) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PUB L 94-163, 89 Stat. 871) codified at 42 U.S.C.A. Section 6321 et seq.;

- 7) National Environmental Policy Act ("NEPA") including Environmental Protection Agency regulations (40 C.F.R. Part 15), applicable HUD regulations set forth in 24 C.F.R. Parts 50 and 58 including authorities cited therein, and National Historic Preservation Act of 1966, including Federal Historic Preservation Regulations (36 C.F.R. Part 800), which require environmental clearance of federal aid projects; and in connection with NEPA requirements, Professional Firm is responsible for the preparation of NEPA documents required for environmental clearance of the Project covered hereunder; G) 24 C.F.R. Section 5.105, including applicable authorities cited therein, as well as applicable provisions of 24 C.F.R. Part 58, including Section 58.5 and applicable authorities cited therein and Section 58.6 and applicable authorities cited therein.

b. AFFIRMATIVE ACTION - WOMEN-AND MINORITY-OWNED BUSINESSES (W/MBE)

The Contractor will take all necessary affirmative steps to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources.
- iii. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- iv. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- v. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

c. LABOR STANDARDS

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work

Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

d. USE OF ASSETS AND ASSET REVERSION

City assets used by the Contractor during the contract shall be given back to the City at the conclusion of the contract.

e. PROGRAM INCOME

The City will accept and report program income to the federal government.

f. FEDERAL FUNDING AND ACCOUNTABILITY TRANSPARENCY ACT (FFATA)

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

g. LOBBYING

The Contractor hereby certifies that:

(i.) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(iii.) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly:

(iv.) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

h. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-DR-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

i. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

j. HISTORIC PRESERVATION

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

k. RELIGIOUS ACTIVITIES

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200G), such as worship, religious instruction, or proselytization. The acquisition, construction, or rehabilitation of structures used for inherently religious activities is not allowable under this program.

l. COPYRIGHT

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

m. EQUAL EMPLOYMENT OPPORTUNITY

The Professional Firm will comply with Executive Order 11246 of 9/24/65, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part, 1964-65 Comp., p. 339) as amended by Executive Order #11375 of 10/13/67, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

EXHIBIT 1

Scope of Services Blanco Riverine Flood Mitigation Project

Task 1: Project Administration/General

1. Compliance with TWDB, CDBG-DR and City – required forms, monthly billing, etc
2. Monthly project meetings - In person or web based. Kickoff meeting and meetings in preparation for public meetings will be counted towards monthly meeting.
3. Management of Environmental Tasks
4. Internal Quality Assurance / Quality Control (QA/QC) Review of Deliverables

- **Task 1 Deliverables:**

- i. monthly progress reports,
- ii. TWDB / CDBG-DR reporting forms as required

Task 2: Preliminary Engineering Phase 1 – Alternatives Analysis, Recommendation of Short Project and Identification of Long Term Strategies

1. Three coordination meetings with landowners and/or regulatory agencies (USACE, TWDB) Includes preparation of meeting minutes.
2. Consolidate all previously analyzed alternatives (AECOM, Halff, USACE) and develop comparison matrix for short term and long-term project evaluation. Matrix will be based upon Project Ranking Matrix from Feasibility Report. Prepare exhibits of concept plans to be used for initial listening meeting and property owner meeting.
3. Conduct Public Listening meeting with exhibits of concept plans. Objective is to listen to concerns prior to evaluation of flood reduction alternatives. Prepare summary of comments received at meeting.
4. Evaluate potential Flood Reduction Alternatives:
 - Structure Inventory: Use previously developed USACE data for structures inundated in the Blanco Gardens area by the 4%, 2%, 1%, and 0.2% frequency events. Inundation will be determined by comparing first floor elevation data from the City of San Marcos to updated model results of alternatives. Use appraisal data from the County to determine appraised value of structures inundated.
 - Structural Alternatives (Short Term): Conduct detailed hydraulic evaluation of four (4) short term alternatives using existing models including: mitigation berm, diversion channel, Blanco channel excavation, channel clearing, etc. Alternatives will be analyzed using updated 2D models to determine extent of downstream impacts, if any, along the Blanco and San Marcos Rivers.
 - Conceptual flood walls will be accomplished as detailed in the attached proposal from Aguirre-Fields, LP
 - Structural Alternatives (Long Term): Refine hydraulic evaluation of two (2) long term strategies identified in USACE TRN Alternative Development for Blanco and San Marcos Rivers Confluence. The long term strategies will be evaluated in combination with the viable short term alternatives.
 - Environmental Constraints: Conduct desktop/GIS level investigation to determine potential environmental constraints and impacts. Identify potential environmental permits and requirements of TWDB and HUD.
 - Cultural Resource Constraints analysis will be provided by Cox-McLain Environmental Consulting as detailed in Task 2 of their attached proposal.

EXHIBIT 1

- Stream Assessment of Fluvial Geomorphology: Perform geomorphologic modeling of preliminary design to assess bank stability, erodibility zones, and armoring potential
 - This scope is detailed in the attached proposal from Specialty Devices, Inc.
 - Right-of-Way Needs Assessment: Identify potential properties to be acquired to implement flood mitigation alternatives.
 - ROW valuation services will be provided as detailed in the attached proposal from HRM Land Acquisition Solutions.
 - Project Benefits and Probable Cost: Quantify benefits of mitigation alternatives and develop concept estimates of probable cost. Short term alternatives will include structure inventory benefit cost analysis based upon inundation in Blanco Gardens. FEMA's Benefit Cost Analysis will be performed on two (2) final alternatives.
 - Project Ranking: Complete comparison of Project Feasibility Ranking Matrix for long and short-term projects.
5. Conduct Public Open House
- Prepare and submit exhibits of proposed mitigation short and long term alternatives
 - Address city review comments to mitigation alternatives
 - Review results/feedback of open house with city
 - Present analysis, and recommendation of short and long-term alternatives to City Council
6. Submit Phase 1 report documenting Phase 1 analysis and Council direction
- **Task 2 Deliverables:**
 - i. Concept Exhibits of proposed mitigation short and long term alternatives
 - ii. Fluvial Stream Assessment Report
 - iii. Environmental Constraints Analysis
 - iv. Project Feasibility Ranking Matrix for long and short-term projects.

Task 3: Preliminary Engineering Phase 2 - Schematic Design, Public Meeting, and Environmental Assessment (EA)

1. Preliminary design
 - Begin preliminary engineering and EA of the selected short-term mitigation alternative
2. Field Investigations
 - Perform field assessment to determine additional data needs
 - Conduct Limited Field Surveys (supplement LiDAR, property boundaries, utilities, etc.)
 - Identify potential utility conflicts based on available record plans
 - Conduct environmental field investigations
3. Schematic Design Plan
 - Develop a project base map of the project area including: topography (using new LiDAR supplemented with field survey), utilities, property boundaries, key environmental features, floodplain limits, etc.
 - Reaffirm floodplain hydraulic analysis with 2D modeling to quantify project benefits and identify potential adverse impacts.
 - Develop and submit schematic plan and profile of proposed project (including property map with proposed easements/right-of-way needs);
 - Schematics of flood walls will be accomplished as detailed in the attached proposal from Aguirre-Fields, LP.
 - ROW valuation services will be provided as detailed in the attached proposal from HRM Land Acquisition Solutions.

EXHIBIT 1

- Prepare estimate of probable cost
 - Address city comments to schematic design
 - 4. Prepare Engineering Feasibility Report and submit to TWDB for review and approval
 - 5. Prepare Environmental Assessment and documents to TWDB (EID) and HUD (EA) requirements
 - Conduct agency kickoff and coordination
 - Prepare exhibit of schematic design for public hearing
 - Post EA document for public comments (30 days)
 - Conduct Public Hearing
 - Address public comments in EA
 - Upon completion of agency coordination, Submit EA for review & environmental decision
 - Socioeconomic, Community Facilities/Services, and Cultural Resources impact analyses will be accomplished by Cox-McLain Environmental Consulting as detailed in Tasks 3 & 4 of their attached proposal
- **Task 3 Deliverables:** Design Schematic
 - i. Design Schematic and estimate of probable construction cost
 - ii. Engineering Feasibility Report (EFR) in TWBD format
 - iii. Draft Environmental Assessment (EA) and supporting documents/reports to TWDB (EID) and HUD (EA) requirements
 - iv. Final Environmental Assessment (EA) and supporting documents/reports to TWDB (EID) and HUD (EA) requirements

To be added by CIS...

Task 3: Final Design and Property Acquisition

Given the variability of the selected flood mitigation option(s), based on the results of Tasks 1-2, the remaining SRF funds will be allocated to initiate project implementation which may include:

1. Review and prioritize properties needed for project implementation (based land availability and project needs for structure buyout or tracts for infrastructure improvements, etc.)
2. Initiate acquisition process (identify ownership, contacting owners)
3. Obtain ROE and perform Field Survey for Design and easement parcel preparation
4. AFTER the NEPA process is complete – Begin Land Acquisition (appraisals, etc.) in accordance with the Uniform Relocation Act
5. Prepare Construction Documents



AGUIRRE & FIELDS_{LP}
ENGINEERS AND PLANNERS

February 15, 2018

Mr. Eric Ratzman, P.E.
Halff Associates, Inc.
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, TX 78729

Re: Letter of Agreement for City of San Marcos Blanco River Flood Reduction, Structural Services

Aguirre & Fields, LP (the Sub-consultant) appreciates the opportunity to submit this letter of agreement to Halff Associates, Inc. (the Prime) for structural engineering services on the City of San Marcos Blanco River Flood Reduction Project. Per preliminary plans and discussions, the proposed effort shall include development of flood reduction alternatives and an engineering feasibility report. Documents will be submitted to the City of San Marcos for review as part of a larger flood reduction engineering effort led by Halff Associates, Inc.

I. Scope of Work

A. Preliminary Engineering Phase 1 - Flood Reduction Alternatives (Task 2.4)

- i. Develop conceptual designs for up to three (3) structural flood wall alternatives
- ii. Prepare planning-level estimates of probable construction costs for each alternative
- iii. Provide the City of San Marcos with a technical memo summarizing each alternative
- iv. Refine initial alternatives as necessary based on input from the City of San Marcos

B. Preliminary Engineering Phase 2 - Schematic Design (Task 3.3)

- i. Prepare schematic-level design of one (1) refined structural flood wall alternative selected by the City of San Marcos
- ii. Prepare schematic-level estimates of probable construction costs for selected alternative
- iii. Provide the City of San Marcos with an Engineering Feasibility Report summarizing the design and estimated costs of the selected alternative

II. Proposed Fee

The proposed fees for Structural Engineering Services shall be on a not to exceed basis as follows:

A. Preliminary Engineering Phase 1 - Flood Reduction Alternatives (Task 2.4)	= \$ 18,760
B. Preliminary Engineering Phase 2 - Schematic Design (Task 3.3)	= \$ 11,300
Reimbursable Costs	= \$ 240
	= \$ 30,300

III. Schedule

Upon NTP and receipt of alternative-level geometrics, we anticipate development of Scope Item A, Preliminary Engineering Phase 1 - Flood Reduction Alternatives, to take 3-4 months. Upon selection of the preferred alternative by the City of San Marcos and receipt of geotechnical and hydraulic recommendations, we anticipate Scope Item B, Preliminary Engineering Phase 2 - Schematic Design, to take 2-3 months.

IV. Additional Documentation

The following documents are attached and made part of this Agreement:

Attachment A – Hourly Rates
Attachment B – Fee Schedule

Thank you for the opportunity to enter into this agreement. Upon proposal acceptance, please sign, date and return a pdf copy to Aguirre & Fields.

Signed:

Aguirre & Fields, LP:

Aguirre, LLC – General Partner

Halff Associates, Inc.

Name

Title

Name

Title

Date

Date

Attachment A – Hourly Rates

Senior Structural Engineer	\$190.00
Project Manager	\$190.00
Project Engineer (Field)	\$175.00
Construction Engineer	\$160.00
Structural Engineer	\$135.00
Structural Inspector	\$135.00
Senior Inspector	\$110.00
Engineer-in-training (EIT)	\$95.00
Inspector	\$80.00
Engineering Technician	\$75.00
Admin/Clerical	\$65.00

City of San Marcos Blanco River Flood Reduction Project										
	1	2	3	4	5	6	7	8	9	10
Aguirre & Fields Staff										
TASK										
TASK I - Project Development										
Item 3 Flood Reduction Alternatives	12.0		24.0	8.0	60.0			24.0		4.0
TASK 1 SUBTOTAL										
TASK II - Engineering Feasibility Report & EA										
Item 2 Engineering Schematic and Cost Estimates	8.0		16.0	8.0	20.0			20.0	8.0	4.0
TASK 2 SUBTOTAL										
TASK 3 SUBTOTAL										
TASK 4 SUBTOTAL										
TOTAL Estimated Hours										
TOTAL Estimated Fee										
HOURLY RATES										



November 9, 2017

TO: Eric Ratzman

FROM: Keith Dewey (Halff), Ashley McLain (Cox McLain)

**RE: City of San Marcos Blanco River Environmental Assessment
AVO: 00194.170**

We are pleased to submit our proposal for the above referenced project. It is our understanding that the City of San Marcos (CoSM) is seeking federal funding regarding Blanco River stream channel improvements to reduce the effects of potential future flooding. The proposed action is located east of Interstate 35 between State Highway 80 and Farm-to-Market Road 621. There are two options currently under review, with Option 1 having a total area of disturbance at about 30 acres and Option 2 having a total area of disturbance at about 25 acres. The objective of this effort is to prepare a National Environmental Policy Act (NEPA) Environmental Assessment (EA) document in accordance with 24 Code of Federal Regulations (CFR) 50 and 24 CFR 58 under the U.S. Department of Housing and Urban Development (HUD) Guidelines as well as 31 Texas Administrative Code (TAC) 363 under the Texas Water Development Board (TWDB) Guidelines.

Option 1 of the federal action under review consists of the following components:

- Installation of a 4,000 foot long by 50 foot wide raised bicycle/pedestrian trail.
- Benching totaling 4,000 feet.
- Installation of a 2,250 foot long by 400 foot wide overflow channel.
- Installation of a 600 foot long by 300 foot wide oxbow notch.

Option 2 of the federal action under review consists of the following components:

- Installation of a 4,000 foot long by 50 foot wide raised bicycle/pedestrian trail.
- Benching totaling 4,000 feet.
- Installation of a 4,000 foot long by 500 foot wide overflow channel.

Based on our understanding of the proposed action, the following scope of work has been developed. For costing purposes, this scope of work assumes the EA will determine no significant or potentially significant impacts on the environment, and the proposed action will be approved with a Finding of No Significant Impact (FONSI). Should the EA find that an Environmental Impact Statement is required, a separate scope of work and budget will be required.

A breakdown of the tasks for this proposal is provided in **Section 1** of this proposal, along with relevant assumptions. The anticipated period of performance (POP) is seven (7) months. While aggressive, this is achievable within the parameters of Government response and review times outlined in **Section 2**. Should those times be exceeded, a POP extension and budget adjustment will be required. The proposed action budget is \$65,536. A budget summary by task is outlined in **Section 3** of this proposal and is based on the tasks provided in **Section 1**.

Please let us know if you have any questions regarding the scope of work, POP, or budget.



SECTION 1 – SCOPE OF WORK

Task 1 – Management, Kick-Off Meeting/Site Visit, Coordination Meetings, Status Reports

Subtask 1.1 Management

Project management is a core function provided for all Cox|McLain Environmental Consulting activities using a similar set of procedures and tools tailored to each specific contract or task. Project management is critical to maintaining the scope of work, schedule, and budget, as well as identifying and responding to issues that may arise. Project management processes/controls, quality assurance/quality control (QA/QC) review procedures, financial accounting and invoicing policies, and record keeping processes will be established at the outset. Records will be kept documenting costs incurred on behalf of the activity. Status reports documenting work accomplished will accompany monthly invoices.

All work products will undergo the stringent Cox|McLain Environmental Consulting QA/QC process prior to delivery so as to provide high-quality reports, memoranda, and other materials.

Subtask 1.2 Kick-Off Meeting/Site Visit

Cox|McLain Environmental Consulting will attend one (1) kick-off meeting with the CoSM and the HUD NEPA Program Manager at the city. The kick-off meeting is estimated to occur within a two (2) hour time period. It is assumed that up to two (2) Cox|McLain Environmental Consulting staff will attend the kick-off meeting. The timing of the kick-off meeting will be determined in conjunction with CoSM and HUD personnel. Following the kick-off meeting at the city, Cox|McLain Environmental Consulting staff will conduct a two (2) hour site visit of the proposed action location to document existing site conditions following the conclusion of the kick-off meeting.

Cox|McLain Environmental Consulting will assemble a list of data needs for the proposed action prior to the kick-off meeting.

Subtask 1.3 Coordination Meetings and Status Reports

It is anticipated that up to seven (7) coordination meetings will be conducted via teleconference call on a monthly basis to discuss project scoping, progress reviews, and general information exchange concerning current and future activities. Attendees at the coordination meetings will include representatives from the CoSM, HUD, up to two (2) Cox|McLain Environmental Consulting staff.

Monthly status reports for the seven (7) month POP, covering activity status will be prepared and submitted by Halff Associates. This approach enhances timely communication of results, status, progress, resolution of problems, and directives for execution of the various tasks as required.

Meetings

- One (1) kick-off meeting.
- Seven (7) coordination meetings.

Deliverables

- Data needs list (electronic version only).
- Seven (7) status reports (electronic version only).

City of San Marcos/HUD Responsibilities

- Provide requested data needs.
-



Task 2 – Environmental Constraints Analysis

Subtask 2.1 Draft Environmental Constraints Analysis

Cox|McLain Environmental Consulting will perform desktop research to obtain readily-available, digital environmental constraints information from appropriate local, state, and federal agencies. A high-level engineering design description of Option 1 and Option 2 under the proposed action will be developed to assist with the environmental constraints analysis. Additionally, the following environmental topics will be the focus of the environmental constraints analysis:

- Cultural resources records review to determine the extent of previous studies and identify known historical or archeological sites in the proposed action area, with the action area understood as the preferred alternative with a construction footprint of 50 acres or fewer. The work would include a search of archeological records maintained by the Texas Archeological Research Laboratory (TARL) and a review of the Texas Archeological Sites Atlas maintained by the Texas Historical Commission (THC) for cemeteries and recorded historical markers, properties, or districts listed in the National Register of Historic Places (NRHP). As a political subdivision of Texas, CoSM must notify the THC prior to commencing any project on public land that will involve 5 or more acres of ground disturbance; 5,000 or more cubic yards of earth moving; will occur in a historic district; or will affect a recorded archeological site. This scope includes records research to inform the development of an Antiquities Permit for intensive archeological survey as well as the required reporting and records curation.

Upon conclusion of the desktop research, we will perform a brief one (1) day field survey of the proposed action area to verify information obtained through desktop research and to document any additional environmental constraints. Proposed action area photographs will also be taken to highlight the environmental constraints. The results of the desktop research and brief field survey will be summarized in a draft environmental constraints letter report for CoSM and HUD review. The report will consist of a short proposed action description, methodology, text summary of environmental constraints, table summarizing the identified environmental constraints and potential regulatory requirements or permitting issues, maps displaying environmental constraints information, and proposed action area photographs.

Subtask 2.2 Final Environmental Constraints Analysis

One set of non-contradictory comments on the draft environmental constraints analysis is expected from CoSM and HUD. Upon receipt of comments, Cox|McLain Environmental Consulting will revise the draft environmental constraints analysis for the design engineers to use in the further refinement of Option 1 and Option 2 of the proposed action.

Meetings

- *Conference call with CoSM and HUD to review the draft environmental constraints analysis.*

Deliverables

- *One (1) draft environmental constraints analysis (electronic version only).*
- *One (1) final environmental constraints analysis (electronic version only).*

City of San Marcos/HUD Responsibilities

- *One set of non-contradictory comments on the draft environmental constraints analysis.*
-



Task 3 – Draft EA and Agency Scoping Support

It is anticipated that either Option 1 or Option 2 of the proposed action will be carried forward into the EA process for clearance by CoSM and HUD. In the event that both Option 1 and Option 2 of the proposed action are carried forward into the EA process, a scope of work modification will be requested. The EA process that HUD uses is outlined in 24 CFR 50 and 24 CFR 58. Both regulations outline a checklist style EA process, this is supported by technical reports/memoranda and mapping. Because the TWDB is a cooperating agency, the EA process will also comply with 31 TAC 363, which also outlines a checklist style EA process, this is supported by technical reports/memoranda and mapping. The following scope of work, POP, and budget is based on compliance with these three regulations.

Subtask 3.3 Affected Environment and Environmental Consequences

This portion of the EA document will address the land development, socioeconomic, community facilities/services, natural features, and cultural resources impacts of the proposed action. Potential impacts cannot be determined without first understanding the existing conditions in the affected environment. For this reason, the impact analysis process involves two steps. Step one is to develop an understanding of the setting and conditions through a discussion of the existing resources. The geographic extent of the affected environment is determined by the potential for impacts, due to construction, operations, and maintenance of each alternative on the various resources. Step two incorporates details of the alternatives carried forward for analysis to enable an assessment of their impacts on the affected environment, thus yielding the environmental consequences. Direct, indirect, and cumulative impacts of the proposed action are considered under step two. The environmental topics that will be used in the EA process include the following, and are discussed in detail further below.

- Socioeconomic
 - Socioeconomic data at and immediately adjacent to the proposed action site will be obtained from most recent U.S. Census Bureau American Community Survey. This data will be used to determine the employment and income levels, demographic character, and the presence of minority and low-income environmental justice populations in the project area. One (1) map of the proposed action site will be prepared to show the socioeconomic characteristics.
- Community Facilities/Services
 - Community facilities, such as schools, hospitals, landfills, water supply, wastewater, public safety, and parks/open space uses will be documented near the proposed action site. A qualitative analysis is anticipated. One (1) map of the proposed action site will be prepared to show the community facility and services characteristics.
 - The surface transportation conditions at and immediately adjacent to the proposed action site will be determined relative to the existing facilities in the immediate area. A qualitative analysis is anticipated. One (1) map of the proposed action site will be prepared to show the transportation characteristics.
- Cultural Resources
 - Coordination with the Texas State Historic Preservation Officer (SHPO) and the Texas Historical Commission (THC) is anticipated for cultural resources. The coordination is expected to result in the preparation of an archaeological survey/historic property report/memorandum that documents known and anticipated cultural resources sites. A pedestrian level survey to document the presence of archeological resources is included, with the assumption that the action area footprint would encompass 50 acres or less and would necessitate intensive mechanical trenching. This scope of work assumes the CoSM will provide a tracked excavator with minimum 3-foot-wide bucket and ability to reach 12-15 feet in depth, and qualified operator for up to 20 field days. If such excavator and operator



cannot be provided by CoSM, additional budget would be required for an excavation subcontractor. Archeological survey of the entire study area is not included, nor are archeological monitoring, testing, or data recovery; historic buildings survey; or human remains identification/coordination/removal. One (1) map of the proposed action area will be prepared to show the proposed action site's documented archeological resources and/or historic buildings.

- o Survey-level recordation of two archeological sites is assumed. Due to the prevalence of alluvium and paleo-terrace soils within the overall project area, as well as many known prehistoric sites in the region, extensive backhoe trenching (up to 20 field days) is assumed. If required, historic buildings/structures field studies or archeological monitoring, testing, and/or data recovery excavations would take place under separate scope and budget. This scope or work assumes that land is privately owned at the time of study and therefore that collection/curation of artifacts would not be required. Any required materials curation would occur under separate scope and budget.

Impact ratings are the basis for determining whether an impact is significant. The impact ratings identified below will be explained for each resource in the EA document.

- Minor beneficial impact.
- No impact anticipated.
- Minor adverse impact that may require mitigation.
- Significant or potentially significant impact requiring avoidance or modification, which may require an Environmental Impact Statement.

The duration of the potential impact will also be included in the evaluation. For the purposes of the EA document, the duration of impacts will be defined as either short-term effects or long-term effects.

Subtask 3.7 Preliminary Draft HUD Environmental Assessment and TWDB Environmental Review

One portion of the EA will consist of the HUD checklist to meet the requirements of 24 CFR 50 and 24 CFR 58. The second portion of the EA will consist of the TWDB checklist to meet the requirements of 31 TAC 363. The third portion of the EA will consist of supporting technical reports/memoranda and mapping.

Cox|McLain Environmental Consulting will perform a peer review and quality control check of the Preliminary Draft EA prior to distribution to CoSM and HUD.

Shortly after submittal, Cox|McLain Environmental Consulting will meet via conference call with CoSM and HUD personnel to discuss content and key issues. It is assumed that up to two (2) Cox|McLain Environmental Consulting staff will attend the conference call. One set of non-contradictory comments on the Preliminary Draft EA is expected from CoSM and HUD.

A two hundred (200) page Preliminary Draft EA document, with graphics (color and black/white) is assumed. It is also assumed this document will be transmitted electronically for comment. No paper copies are anticipated with the Preliminary Draft EA.

Subtask 3.8 Public Review Draft HUD Environmental Assessment and TWDB Environmental Review

Following CoSM and HUD review of the Preliminary Draft EA, the document will be turned into the Public Review Draft EA for public and agency distribution. By this point, only minor editorial changes are expected. If substantive changes are required, a scope of work modification will be requested.



Cox|McLain Environmental Consulting will perform a peer review and quality control check of the Public Review Draft EA prior to distribution to CoSM and HUD.

Subtask 3.9 Agency Scoping Support

Based on conversations with HUD personnel, a formal agency scoping meeting is not needed nor is a Federal Register Notice of Intent for the EA document at this time. However, public agency scoping letters will be handled by Cox|McLain Environmental Consulting. Text and/or mapping that is generated for EA document will be used to support the public agency scoping process. It is anticipated that public scoping letters will be sent to the following agencies: U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Federal Emergency Management Agency, Texas Commission on Environmental Quality, Texas Parks and Wildlife Department, and Texas Historical Commission.

Meetings

- *Conference call with CoSM and HUD personnel to discuss content and key issues of the Preliminary Draft EA.*

Deliverables

- *One (1) Socioeconomic report/memorandum.*
- *One (1) Community Facilities/Services report/memorandum.*
- *One (1) Cultural Resources (archaeological survey/historic property) report/memorandum.*

City of San Marcos/HUD Responsibilities

- *One set of non-contradictory comments on the Preliminary Draft EA.*
 - *Share Public Review Draft EA comments.*
-

Task 4 – Final EA and FNSI

4.1 Preliminary Final HUD Environmental Assessment and TWDB Environmental Review

Upon receipt of all Public Review Draft EA comments from CoSM and HUD, one (1) comment/response matrix will be developed to ensure all issues are addressed in the Preliminary Final EA. Cox|McLain Environmental Consulting may request a conference call to discuss specific comments or inconsistencies that need to be rectified in the Preliminary Final EA. It is assumed that up to two (2) Cox|McLain Environmental Consulting staff will attend the conference call. If a conference call is not needed, Cox|McLain Environmental Consulting will address the Public Review Draft EA comments and provide a Preliminary Final EA for CoSM and HUD review to ensure the requested changes are completed to their satisfaction. One set of non-contradictory comments on the Preliminary Final EA is expected from CoSM and HUD. Cox|McLain Environmental Consulting will provide CoSM and HUD with one (1) comment/response matrix for the insertion of comments.

Cox|McLain Environmental Consulting will perform a peer review and quality control check of the Preliminary Final EA prior to distribution to CoSM and HUD.

4.3 Final HUD Environmental Assessment and TWDB Environmental Review

Following CoSM and HUD review of the Preliminary Final EA, the document will be turned into the Final EA for public and agency distribution. By this point, only minor editorial changes are expected. If substantive changes are required, a scope of work modification will be requested.



Cox|McLain Environmental Consulting will perform a peer review and quality control check of the Final EA prior to distribution to CoSM and HUD.

Meetings

- Conference call to discuss specific comments or inconsistencies that need to be rectified in the Preliminary Final EA.

Deliverables

- One (1) comment/response matrix for Public Review Draft EA (electronic version only).
- One (1) Preliminary Final EA (electronic version only).

City of San Marcos/HUD Responsibilities

- One set of non-contradictory comments on the Preliminary Final EA.
 - One set of non-contradictory comments on the Preliminary Draft FNSI.
-

ITEMS EXCLUDED FROM SCOPE OF WORK

Any additional services required beyond those specifically identified in this proposal are beyond the scope of work to be provided. Additional services, if requested, will be separately identified and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract. The following items are specifically excluded from this scope of work. If these services are determined necessary after the initial project evaluation, then the services would be performed under supplemental agreement.

- Historic buildings reconnaissance or intensive level study.
- Archeological survey of more than 50 acres.
- Archeological monitoring, testing, or data recovery.
- Human remains/Cemetery coordination/identification/removal.
- Phase I Environmental Site Assessment.
- Property acquisition or negotiations.
- U.S. Army Corps of Engineers Nationwide Permit Filing.
- U.S. Fish and Wildlife Service Biological Assessment
- Scuba diving in the Blanco River.
- Filing fees, permit fees, license fees.
- Reviewing and evaluating alternate designs proposed by contractor.
- Coordination with individual property owners (beyond the Public Involvement scope above).
- Engineers certificates.

SECTION 2 – PERIOD OF PERFORMANCE

Halff Associates is prepared to begin work immediately upon receipt of written authorization to proceed. There is a mandatory 30-day public comment period for review of the Public Review Draft EA, so Halff Associates is anticipating that this entire effort could take seven (7) months, as outlined below:

- Task 1 – Month 1 to Month 7
- Task 2 – Month 1
- Engineering Development of Preferred Alternative
- Task 3 – Month 2 to Month 5
- 30 Day EA Comment Period – Month 6



- Task 4 – Month 7

We will try to expedite this effort as much as possible, but the pace of government efforts is sometimes beyond the control of our best efforts.

SECTION 3 – BUDGET SUMMARY

The total estimated cost for this effort will be on time and materials basis, not to be exceeded without prior authorization. A breakdown of the costs for this effort are provided below.

<u>Tasks</u>	<u>Fees</u>
Task 1 – Management, Kick-Off Meeting/Site Visit, Coordination Meetings, Status Reports	\$4,452
Task 2 – Environmental Constraints Analysis	\$2,486
Task 3 – Draft EA and Agency Scoping Support	\$55,113
Task 4 – Task 4 – Final EA and FONSI	\$3,485
TOTAL	\$65,536



City of San Marcos Blanco River Environmental Assessment 11/09/17 Draft		Cox McLain Project Manager	Cox McLain QA/QC Reviewer	Cox McLain Sr. Env. Sci. II	Cox McLain Sr. Env. Sci. I	Cox McLain Env. Prof. II	Cox McLain Env. Prof. I	Cox McLain Env. Staff II	Cox McLain Env. Staff I	Cox McLain Env. Tech	Cox McLain Admin & Clerical	DIRECT COSTS	INDIRECT COSTS	TOTAL	Notes
Cox McLain Staff		1	2	3	4	5	6	7	8	9	10				
TASK															
TASK 1 - Management, Kick-Off Meeting/Site Visit, Coordination Meetings, Status Reports															
1.1	Management	7					7				7	\$1,911.00		\$1,911.00	
1.2	Kick-Off Meeting/Site Visit	4		0	4	0	0	0	0	0	0	\$980.00		\$980.00	
1.3	Coordination Meetings and Status Reports	7		0	0	0	7	0	0	0	0	\$1,561.00		\$1,561.00	
TASK 1 SUBTOTAL		18	0	0	4	0	14	0	0	0	7	\$4,452.00	\$0.00	\$4,452.00	
TASK 2 - Environmental Constraints Analysis															
2.1	Draft Environmental Constraints Analysis		2	8			8		2			\$1,870.00		\$1,870.00	
2.2	Final Environmental Constraints Analysis		1	2			2		2			\$616.00		\$616.00	
TASK 2 SUBTOTAL		0	3	10	0	0	10	0	4	0	0	\$2,486.00	\$0.00	\$2,486.00	
TASK 3 - Draft EA and Agency Scoping Support															
3.1	Description of Project Location, Proposed Action, Purpose and Need, and Alternatives	1	1		0							\$288.00		\$288.00	
3.2	Compliance with 24 CFR 50, 24 CFR 58, 31 TAC 363	1	1		0							\$288.00		\$288.00	
3.3	Affected Environment and Environmental Consequences											\$0.00		\$0.00	
	Land Development											\$0.00		\$0.00	
	Socioeconomic	2	1	8		12		12	8		2	\$3,582.00		\$3,582.00	
	Community Facilities and Services	2	1	8		8		8	8		1	\$2,960.00		\$2,960.00	
	Natural Features											\$0.00		\$0.00	
	Cultural Resources	8	8	100	4	4	40	160	120	120	8	\$38,996.00	\$1,200.00	\$40,196.00	Travel to/from site for field work
3.4	Cumulative Effects											\$0.00		\$0.00	
3.5	List of Preparers, Persons Consulted, Acronyms, and References	1	1									\$288.00		\$288.00	
3.6	Executive Summary											\$0.00		\$0.00	
3.7	Preliminary Draft HUD Environmental Assessment and TWDB Environmental Review	4	8	4		4						\$2,488.00		\$2,488.00	
3.8	Public Review Draft HUD Environmental Assessment and TWDB Environmental Review	4	4	4								\$1,604.00		\$1,604.00	
3.9	Agency Scoping Support	3		3								\$789.00		\$789.00	
3.10	Draft Notice of Availability/Public Meetings	10		10								\$2,630.00		\$2,630.00	
TASK 3 SUBTOTAL		36	25	137	4	28	40	180	136	120	11	\$53,913.00	\$1,200.00	\$55,113.00	
TASK 4 - Final EA and FONSI															
4.1	Preliminary Final HUD Environmental Assessment and TWDB Environmental Review	6	4			4						\$1,784.00		\$1,784.00	
4.2	Preliminary Draft HUD FONSI and TWDB FONSI	2	1									\$438.00		\$438.00	
4.3	Final HUD Environmental Assessment and TWDB Environmental Review	3	2			2						\$892.00		\$892.00	
4.4	Final HUD FONSI and TWDB FONSI	1	1			1						\$371.00		\$371.00	
TASK 4 SUBTOTAL		12	8	0	0	7	0	0	0	0	0	\$3,485.00	\$0.00	\$3,485.00	
TOTAL Estimated Hours		66	36	147	8	35	64	180	140	120	18				
TOTAL Estimated Fee		\$ 9,900.00	\$ 4,968.00	\$ 16,611.00	\$ 760.00	\$ 2,905.00	\$ 4,672.00	\$ 10,800.00	\$ 7,420.00	\$ 5,400.00	\$ 900.00	\$64,336.00	\$1,200.00	\$65,536.00	
HOURLY RATES		\$150.00	\$138.00	\$113.00	\$95.00	\$83.00	\$73.00	\$60.00	\$53.00	\$45.00	\$50.00				



**SCOPE OF SERVICES
FOR
REAL ESTATE ACQUISITION SERVICES
For
City of San Marcos Blanco River Flood Reduction Project
Real Estate Acquisition Services**

BASIC SERVICES

Services to be provided by ROW Contractor

1. **Project Administration**
 - a. Communication
 - (1) Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting.
 - (2) Maintain current status reports including contact reports of all parcel and project activities and provide monthly to City.
 - (3) Prepare initial property owner contact list for use by City in distribution of ROW Contractor introduction letters.
 - (4) Order and coordinate title services to determine ownership and closing statements.
2. **Initial Title Deed Research**
 - a. Secure preliminary title commitment or preliminary title search, and five-year sales data from Independence Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the City.
 - b. Secure title commitment updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the City.
 - c. Secure title insurance for all parcels acquired, insuring acceptable title to the City. Written approval by the City required for any exception. Cost of title insurance to be paid by the City.
3. **Valuation Services**
 - a. The contractor will establish value for each easement parcel, without appraisal, based on a formula approved by Halff and the City using the current Appraisal District Valuation.
4. **Right of Entry Services**

Secure rights of entry from designated property owners for the purpose of gaining access for surveying, environmental, field inspection of right of way and other purposes as may be determined.



City of San Marcos Blanco River Flood Reduction Project
Real Estate Acquisition - Valuation Ph. I
Estimated Fee Schedule
Total Estimated Parcels – (12)

City of San Marcos Blanco River Flood Reduction Project	HRM Project Mngr	HRM Clerical	HRM Admin. Specialist	HRM Acquisition Agent	DIRECT COSTS	INDIRECT COSTS	TOTAL
HALFF Staff	1	2	3	3			
TASK							
TASK 1 - Project Admin					\$0.00 \$0.00 \$0.00		\$0.00 \$0.00 \$0.00
TASK 1 SUBTOTAL	0.0	0.0	0.0	0.0	\$0.00	\$0.00	\$0.00
TASK 2 - Initial Title Deed Research					\$0.00 \$0.00		\$0.00 \$0.00
TASK 2 SUBTOTAL	0.0	0.0	0.0	0.0	\$0.00	\$0.00	\$0.00
TASK 3 - Valuation Services	20.0	20.0	80.0		\$0.00 \$9,862.00 \$0.00 \$0.00		\$0.00 \$9,862.00 \$0.00 \$0.00
TASK 3 SUBTOTAL	20.0	20.0	80.0	0.0	\$9,862.00	\$0.00	\$9,862.00
TASK 4 - Right of Entry Services					\$0.00 \$0.00 \$0.00 \$0.00		\$0.00 \$0.00 \$0.00 \$0.00
TASK 4 SUBTOTAL	0.0	0.0	0.0	0.0	\$0.00	\$0.00	\$0.00
TOTAL Estimated Hours	20.0	20.0	80.0	0.0			
TOTAL Estimated Fee	\$ 2,546.00	\$ 1,100.00	\$ 6,216.00	\$ -	\$9,862.00	\$0.00	\$9,862.00
HOURLY RATES	\$127.30	\$55.00	\$77.70	\$99.75			



**City of San Marcos Blanco River Flood Reduction Project
Real Estate Acquisition – Right of Entry Ph. II
Estimated Fee Schedule
Total Estimated Parcels – (12)**

City of San Marcos Blanco River Flood Reduction Project	HRM Project Mngr	HRM Clerical	HRM Admin. Specialist	HRM Acquisition Agent	DIRECT COSTS	INDIRECT COSTS	TOTAL
HALFF Staff	1	2	3	3			
TASK							
TASK 1 - Project Admin							
	96.0	64.0			\$12,220.80		\$12,220.80
					\$3,520.00		\$3,520.00
					\$0.00		\$0.00
TASK 1 SUBTOTAL	96.0	64.0	0.0	0.0	\$15,740.80	\$0.00	\$15,740.80
TASK 2 - Initial Title Deed Research							
			44.0		\$3,418.80		\$3,418.80
					\$0.00		\$0.00
TASK 2 SUBTOTAL	0.0	0.0	44.0	0.0	\$3,418.80	\$0.00	\$3,418.80
TASK 3 - Valuation Services							
			72.0		\$0.00		\$0.00
					\$5,594.40		\$5,594.40
					\$0.00		\$0.00
					\$0.00		\$0.00
TASK 3 SUBTOTAL	0.0	0.0	72.0	0.0	\$5,594.40	\$0.00	\$5,594.40
TASK 4 - Right of Entry Services							
				104.0	\$10,374.00		\$10,374.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
TASK 4 SUBTOTAL	0.0	0.0	0.0	104.0	\$10,374.00	\$0.00	\$10,374.00
TOTAL Estimated Hours	96.0	64.0	116.0	104.0			
TOTAL Estimated Fee	\$ 12,220.80	\$ 3,520.00	\$ 9,013.20	\$ 10,374.00	\$35,128.00	\$0.00	\$35,128.00
HOURLY RATES	\$127.30	\$55.00	\$77.70	\$99.75			



Specialty Devices, Inc

Specialty Devices, Inc. 2905 Capital St., Wylie, Texas 75098 USA
Ph: 972-429-7240 **Fax:** 972-429-7243 www.SpecialtyDevices.com

Proposal for Stream Assessment of Fluvial Geomorphology: Portions of Blanco River

Submitted to:

Halff Associates, Inc., for City of San Marcos

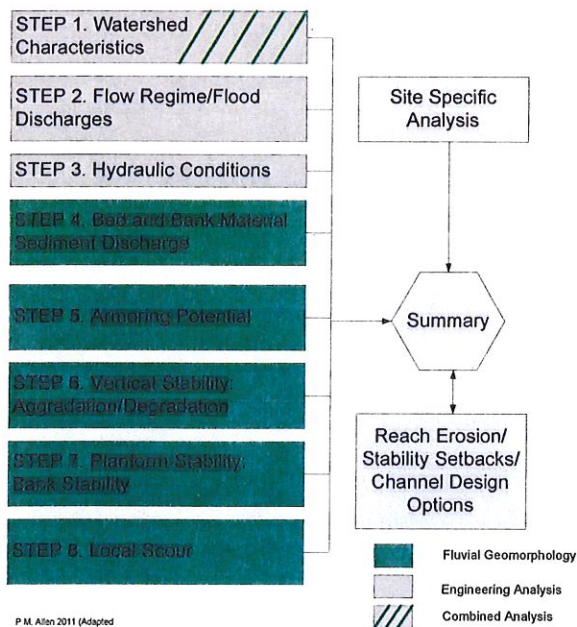
Date : February 16, 2018

Purpose:

To prepare a proposal to provide supplementary fluvial geomorphological information and assistance for a section of Blanco River, City of San Marcos, for Halff Associates, Inc.

Channel Evaluation Procedure:

The procedures for assessing stream stability have been put forth by many but the methodology proposed for this evaluation which has been used for decades and found to include the major steps in analysis of any river project is shown below (after Simons, Li and Associates, 1982 *Engineering Analysis of Fluvial Systems*):



While the flow chart indicates the necessary steps in channel evaluation and design, the current project is thought to require four stages in which the above will be incorporated. These are:

- I. **Project Planning:** City, Engineers, Fluvial Geomorphologist meet to establish goals and objectives of the proposed channel assessment with regard to flood control, erosion control, water quality, habitat and overall channel stability
- II. **Field Work:** Engineering team and Fluvial Geomorphologist obtain necessary field data to perform analysis on future options for channel given objectives in Stage I.
- III. **Data Assessment/Modeling:** Data obtained from Engineering Team and Stage II field data is analyzed thorough conceptual and analytical models to obtain inputs for stable channel design options for input to Halff Engineers which best meet criterion established in Stage I. Stage II field work will allow assessment of vertical stability and predicted degradation and equilibrium slope, planform stability and meander migration rates, effective discharge/bankfull design flows, and prediction of effects of upstream supply reach on engineering design of downstream project study reach (Capacity Supply Analysis).
- IV. **Final Design Options:** Plan preparation. Work with Engineering team to incorporate findings of analysis into potential solutions and report preparation.

Costs Associated for the Fluvial Geomorphology Assessment:

Stage I

- Initial meeting with City and Engineers (3 principals)

Stage II

- Reconnaissance of Lower Blanco River (2 days, 2 nights, 3 principals)
- Field work (4 days, 4 nights, 3 principals)

Stage III

- Data analysis from field (5 days, 3 principals)
- Report Preparation (5 days, 3 principals)

Stage IV

- Meeting with City on Report (3 principals)

Explanation of Costs:

Cost of mileage for trips from Waco, Tx. to the project site will be charged at \$0.56 per mile. It is assumed the roundtrip mileage is 265 miles.

Per diem is charged at \$200.00 per day/person which includes food, lodging and incidentals.

Principals charge 193.63/hr. or \$1549.00 day

Initial and final meetings are charged at \$1000.00 per visit plus mileage.

Additional meetings will be charged at the same rate.

Field Equipment (kayaks, lasers, drone, etc. furnished by principals)

Total Proposed Cost:

- Two days meetings @1000.00 plus mileage \$ 2530.00
- 6 days Fieldwork (3 principals) including travel/per diem \$ 29,512.00
- 10 days analysis and report preparation (3 principals) \$ 46,470.00

Total Cost

\$78,512.00

Deliverables:

- I. Report and related tables, photographs and supplementary information used to assist Engineering Team (Halff Associates) in preparing Engineering Report as well as agreed upon meetings to discuss progress in engineering and fluvial geomorphic analysis and/or design options.
- II. Obtain aerial hi-resolution video photos of channel to derive fine scale feature extraction of bank and alluvial materials from structure from motion to aid in determination of channel stability zones.
- III. Submerged Jet testing of channel erodibility (cm/hr./Pa) and critical tractive force (Pa)
- IV. Bed material assessment including Wolman's pebble counts of bars and bed material gradation, assessment of armoring potential, and assessment of design (effective) discharge and equilibrium slope of design reach.
- V. Assessment of bank erodibility zones through combination of field, video, submerged jet assessment, and lab testing results of consistency and texture.

Principle contributors are;

Peter M. Allen, PhD., PG
John Dunbar, PhD., PG
Joseph White, PhD.

Notes:

1. The quotation is valid for 90 days
2. We assume access to the areas to be surveyed

I trust that this provides you with the information that you require and we look forward to the opportunity to work with you. We anticipate that mutually agreeable terms and conditions will be negotiated. Thank you for considering Specialty Devices, Inc. Please allow us to help by calling us at 972 429 7240 or contact us via email at PDHigley@specialtydevices.com.

Sincerely,
Paul D. Higley, President
Specialty Devices, Inc.

EXHIBIT 3
Detailed Fee Schedule

Blanco Riverine Flood Mitigation Project		Project Principal	Senior Project Manager	Sr Review Engineer or ENV Mgr.	Senior Engineer	Project Engineer	Junior Engineer	Graduate Engineer (EIT)	RPLS	Survey Crew (2 man)	Survey Tech	Senior ENV Reviewer	Senior ENV Scientist	ENV Scientist	Junior ENV Scientist	CADD / GIS Tech	Contract Admin Specialist	Admin Assistant	Task Hours	LABOR COSTS	SUB COSTS	DIRECT COSTS	TOTAL
HOURLY RATES		\$275.00	\$250.00	\$230.00	\$195.00	\$160.00	\$130.00	\$110.00	\$165.00	\$150.00	\$95.00	\$175.00	\$145.00	\$115.00	\$80.00	\$90.00	\$85.00	\$65.00					
TASK DESCRIPTIONS																							
TASK 1 - Project Administration																							
1.1	Compliance with TWDB, CDBG-DR, & City	2	36		48												48		134	\$22,990.00		\$150.00	\$23,140.00
1.2	Monthly meetings	4	30															10	44	\$9,250.00		\$275.00	\$9,525.00
1.3	Environmental Project Management			32											23		16	16	87	\$11,600.00			\$11,600.00
	> Sub-consultant (Cox-McLain)																		0	\$0.00	\$4,452.00		\$4,452.00
1.4	Internal QA/QC			40								24							64	\$13,400.00			\$13,400.00
TASK I SUBTOTAL		6	66	72	48	0	0	0	0	0	0	24	0	0	23	0	64	26	329	\$57,240.00	\$4,452.00	\$425.00	\$62,117.00
TASK 2 - Preliminary Engineering Phase 1																							
2.1	Agency Coordination Meetings		18		18														36	\$8,010.00		\$25.00	\$8,035.00
2.2	Consolidate Previous Alternatives, prepare matrix & exhibits	2	8	4	16		40	60								20			150	\$20,190.00		\$50.00	\$20,240.00
2.3	Attend listening meetings, summarize findings	6	12		4			20											42	\$7,630.00		\$25.00	\$7,655.00
2.4	Evaluate potential Flood Reduction Alternatives (Near & Long term)																		0				\$0.00
	Structure Inventory				4			16								40			60	\$6,140.00		\$50.00	\$6,190.00
	Alternatives (Near & Long term) and 2D analysis	4	16	24	40	40	80	80										4	288	\$44,280.00	\$18,760.00	\$100.00	\$44,380.00
	> Sub-consultant (Aguirre-Fields)																		0				\$18,760.00
	Environmental Constraints		8	14		16						12	16	30	46	32		4	178	\$22,470.00		\$250.00	\$22,720.00
	> Sub-consultant (Specialty Devices)																		0	\$0.00	\$78,512.00		\$78,512.00
	> Sub-consultant (Cox-McLain)																		0	\$0.00	\$2,486.00		\$2,486.00
	ROW assessment		4													20		2	26	\$2,930.00		\$150.00	\$3,080.00
	> Sub-consultant (HRM)																		0	\$0.00	\$9,862.00		\$9,862.00
	BCA and ranking		4	4	20	40	60	40											168	\$24,420.00		\$25.00	\$24,445.00
2.5	Public Open House	8	12		24		20	40								40		8	152	\$21,000.00		\$150.00	\$21,150.00
2.6	Submit Phase 1 report and recommendations	2	2	4	16	20		24										16	84	\$11,970.00		\$25.00	\$11,995.00
TASK 2 SUBTOTAL		22	84	50	142	116	200	280	0	0	0	12	16	30	46	152	0	34	1184	\$169,040.00	\$109,620.00	\$850.00	\$279,510.00
TASK 3 - Preliminary Engineering Phase 2																							
3.1	Preliminary Design	2	8	4	16		40	20										6	96	\$14,380.00			\$14,380.00
3.2	Field Investigations								16	80	24					20		8	148	\$19,240.00			\$19,240.00
3.3	Schematic Design	2	24	24	40	80	100	80											350	\$54,470.00		\$150.00	\$54,620.00
	> Sub-consultant (HRM)																		0	\$0.00	\$35,128.00		\$35,128.00
	> Sub-consultant (Aguirre-Fields)																		0	\$0.00	\$11,540.00		\$11,540.00
3.4	Prepare and Submit EFR	4	16	8	20	60		80											188	\$29,240.00		\$75.00	\$29,315.00
3.5	Prepare EA & documents to TWDB (EID) and HUD (EA) requirements	4	8	16															28	\$6,780.00		\$250.00	\$7,030.00
	iii. Draft EA and Agency Scoping Support			38								28	36	242	452	80		60	936	\$93,950.00		\$600.00	\$94,550.00
	> Sub-consultant (Cox-McLain)																		0	\$0.00	\$55,113.00		\$55,113.00
	iv. Final EA and FONSI			8								8	16	34	76	12		8	162	\$17,150.00		\$340.00	\$17,490.00
	> Sub-consultant (Cox-McLain)																		0	\$0.00	\$3,485.00		\$3,485.00
TASK II SUBTOTAL		12	56	98	76	140	140	180	16	80	24	36	52	276	528	112	0	82	1908	\$235,210.00	\$105,266.00	\$1,415.00	\$341,891.00
TOTAL Estimated Hours		40	206	220	266	256	340	460	16	80	24	72	68	306	597	264	64	142	3421				
TOTAL Estimated Fee		\$ 11,000.00	\$ 51,500.00	\$ 50,600.00	\$ 51,870.00	\$ 40,960.00	\$ 44,200.00	\$ 50,600.00	\$ 2,640.00	\$ 12,000.00	\$ 2,280.00	\$ 12,600.00	\$ 9,860.00	\$ 35,190.00	\$ 47,760.00	\$ 23,760.00	\$ 5,440.00	\$ 9,230.00		\$461,490.00	\$219,338.00	\$2,690.00	\$683,518.00

BLANCO RIVERINE MITIGATION PROJECT SCHEDULE

