

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

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

The Owner: The City of San Marcos, Texas

and

The Professional Firm: Doucet and Associates, Inc.

for

The Project: Old Bastrop Road – Rattler Road to Centerpoint Road 16” Water Line

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 **Shaun Condor, PE, PMP**, 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: Shaun Condor, PE, PMP
Title: Senior Project Engineer
630 East Hopkins

San Marcos, Texas 78666
Ph. 512-393-8134
E-mail: scondor@sanmarcostx.gov

ARTICLE 4

OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Professional Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm.

ARTICLE 5

DISPUTE RESOLUTION

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Professional Firm agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Professional Firm will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

ARTICLE 6

PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Professional Firm.

In the event of termination through no fault of the Professional Firm, Professional Firm shall be equitably compensated for all Professional Firm Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Professional Firm and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Professional Firm, and Professional Firm's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County or, if in federal court, in the Federal Western District of Texas, Austin Division for trial.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Professional Firm recognizes that Professional Firm is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Professional Firm or its employees with any benefits normally associated with employee status. Professional Firm will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. If State funds are being used in the procurement of the services described in Exhibit A, pursuant to Section 231.006, Texas Family Code, Professional Firm certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 2270 and 808, Texas Government Code, Professional Firm certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Professional Firm hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. Professional Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Professional Firm understands that those Owner funds for the payment for work performed by the Professional Firm under this Agreement have been provided through the Owner 's budget approved by Owner Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Owner cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Professional Firm acknowledges and agrees that it will have no recourse against the Owner for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters; No Financial Interest. Professional Firm and its employees, agents, representatives, and subcontractors have read and understand Owner's Ethics Policy available at <http://www.sanmarcostx.gov/380/Ethics>, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.

Mutual Waiver of Consequential Damages. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Texas Tax Code 171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:

- (1) Prior to commencing performance under this Agreement, Professional Firm will provide the City with a list of proposed subconsultants, subcontractors, or agents to be used in

Professional Firm's services under this Agreement. The City shall have the right to accept or reject the use of any subconsultant, subcontractor, or agent on the Professional Firm's list. Such acceptance or rejection shall be given within a commercially reasonable time from the date the Professional Firm delivers it. and;

- (2) Any payment made by the Owner to Professional Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Professional Firm's use of any such subconsultant, subcontractor or agent of Professional Firm under this Agreement.

Limitation of Liability. In recognition of the relative risks and benefits of the Agreement to both the Owner and Professional Firm, to the fullest extent permitted under applicable law, Owner agrees that Professional Firm's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the Professional Firm's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

Force Majeure. Professional Firm shall have no liability for any delay caused by an event of force majeure, the Owner or any of its consultant's or contractors, or circumstances outside of its reasonable control.

Termination for Convenience. The Owner may terminate the Agreement at any time upon 30-calendar days notice in writing to Professional Firm. Upon receipt of such notice, Professional Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Professional Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

If to Owner: The City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Attn: *Capital Improvements and Engineering*
sconndor@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 Tom Hegemier, PE
Doucet and Associates, Inc.
7401B Highway 71 West, Suite 160
Austin, Texas 78735
thegemier@doucetengineers.com

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

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

ARTICLE 8

REIMBUSABLE EXPENSES

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

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

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

Professional models and renderings if requested by the Owner.

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

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

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

ARTICLE 9

ADDITIONAL SERVICES

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

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

ARTICLE 10

PAYMENTS TO PROFESSIONAL FIRM

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

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

Owner shall have the right to withhold from payments due Professional Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of Professional Firm to perform its obligations under this Agreement.

ARTICLE 11
PROFESSIONAL FIRM'S ACCOUNTING RECORDS

Records of Professional Firm costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Professional Firm in writing. Professional Firm's records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 12
INSURANCE

For services performed on Owner's premises, Professional Firm shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive Auto Liability	\$1,000,000 each person
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Professional Liability	\$1,000,000

Professional Firm shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner.

Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Upon request Professional Firm shall furnish complete sets of its insurance policies to Owner for review. If additional insurance or changes to this article are required, they shall be explicitly laid out in **Exhibit 1**.

ARTICLE 13
INDEMNITY

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

ARTICLE 14
PROFESSIONAL FIRM'S COMPENSATION

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

Service Fees: The maximum fee for Professional Firm's Services shall not exceed **Ninety three thousand, five hundred and thirty nine (\$93,539.00).**

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:

THE CITY OF SAN MARCOS

By: _____

Name: Bert Lumbreras

Title: City Manager

Date: _____

PROFESSIONAL FIRM:

DOUCET AND ASSOCIATES, INC.

By: _____

Name: Duke Altman, PE

Title: Manager Water Resources

Date: _____

Exhibits:

EXHIBIT 1 – Scope of Services and Deliverables

EXHIBIT 2 – Authorization of Change in Service Form

EXHIBIT 3 – Detailed Fee Schedule

EXHIBIT 4 – Project Schedule

Exhibit 1 – Scope of Services and Deliverables
CITY OF SAN MARCOS
OLD BASTROP HIGHWAY 16" WATER LINE, RATTLER TO CENTERPOINT
SCOPE OF SERVICES

Project Understanding

The work to be performed by Doucet and Associates (Doucet). Doucet under this contract will consist of providing Design Phase (60%, 90%, 99%, 100% Documents), Bid and Construction Phase Services for the Old Bastrop Highway 16" Water Line, Rattler Road to Centerpoint Road. The project consists of the following improvements:

General Description – The project length is about 6,200 linear feet with the preferred water line location in an easement on the north side of Old Bastrop Road. The proposed project is located east of Interstate 35 and west of State Highway 123 in southeast San Marcos. The project is not located within a FEMA regulated 100-year floodplain or within any Edwards Aquifer zone. The road and water line improvements will be joint bid. Thus, the project includes coordination with the County throughout all project phases.

Basic Scope of Services

Design Phase (60/90/99/100%)

1. Project Management and QA/QC: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, and quality management so that project milestones and deliverables meet schedule and budget constraints.
2. Meetings
 - a. Project Coordination Meetings: Two (2) utility coordination meeting have been budgeted for the Design Phase. It is assumed that meetings will be held prior to beginning 60% and 90% design. Doucet will attend meetings with City of San Marcos Staff to determine project constraints and needs as well as discuss design considerations.
 - b. Project Meetings: Three (3) project meetings have been budgeted for the Design Phase, following each milestone submittal (60/90/100%).
 - c. Public Meetings: Two (2) public meeting has been budgeted which consists of preparing exhibits and attending the meeting. These meetings will occur with the Hays County Road project public meetings.
3. Tasks
 - a. Topographic and Tree Survey: Will be prepared by Hays County for their roadway improvement project at no cost to the City. The survey will provide topographic and tree survey for the project limits with a survey boundary of 50 feet beyond the existing right-of-way boundary on both sides of the road. Doucet will prepare an electronic map showing the following:
 - i. Existing trees, size and type (at minimum caliper inches required by the County.
 - ii. Shot at top of nut of water and gas valves. Water, Sewer, and Drainage maps will be required to be provided by City prior to survey.
 - iii. Identify all visible and above grade utilities, and manholes with invert elevations and tied to existing control points/ City bench marks (if any). Underground site utilities will be located by Dig-Tess only.
 - iv. Full topography at the intersections of Rattler Road and Centerpoint Road.
 - v. Locate and survey borings, channel material and geometry, and extra cross-sections at the request of the City. Locations of cross-sections will require pre-staking by the City or City's Engineer prior to survey.

Exhibit 1 – Scope of Services and Deliverables
CITY OF SAN MARCOS
OLD BASTROP HIGHWAY 16" WATER LINE, RATTLER TO CENTERPOINT
SCOPE OF SERVICES

- b. Erosion/Sedimentation Control: Hays County roadway plans will develop erosion and sedimentation control measures to be included in the plans. Doucet will add erosion control details for the proposed water line to the Hays County roadway plans.
 - c. Traffic Control: Hays County will provide standard traffic control details for construction of the improvements. Doucet will add traffic control details for the intersections and water line connections to existing water lines. These plans and details will be added to the Hays County roadway plans.
 - d. Permitting
 - i. Texas Commission on Environmental Quality (TCEQ) Storm Water Permit: The County will prepare and submit a TCEQ Stormwater Pollution Prevention Plan for the road and water line project. There is no cost to the City for this effort.
 - ii. City of San Marcos Permits: Doucet will prepare the tree counts, floodplain permit, and street cut permits for contractor use during construction and submit to the City prior to construction.
 - e. Notifications:
 - i. TCEQ: Doucet, under the Hays County Road Project contract will notify TCEQ at project milestones as required by TCEQ. No cost to the City for this effort.
4. Deliverables:
- a. Monthly Status Report: Doucet will provide a monthly status report, including a brief summary of work completed as well as a status plan set.
 - b. 60%: Doucet will provide two (2) hard copies of 11" x 17" plan sets and one (1) pdf electronic copy. At a minimum, the plan set will contain the following:
 - i. Cover Sheet – NA, water line plans attached to the Hays County roadway plans
 - ii. General Notes
 - iii. Project Layout Sheet: Doucet will provide a layout of the project with plan sheet references.
 - iv. Overall Quantity Sheet: Doucet will provide a quantity table that includes individual sheet quantities and the overall project quantities.
 - v. Water Line Plan and Profile Sheets: Estimated Number of Sheets – Thirteen at 1"=50' on 11" by 17" sheets. Vertical scale at 1" = 10'.
 - vi. List of Standard Details: City of San Marcos details will be used where available. City of Austin details will be used otherwise.
 - vii. List of Standard Specifications: City of San Marcos specifications will be used where available. City of Austin standard specifications will be used otherwise.
 - viii. Project Specific/Special Specifications
 - ix. Project Specific/Special Details
 - x. Engineer's Opinion of Probable Construction Costs (OPCC).

Exhibit 1 – Scope of Services and Deliverables
CITY OF SAN MARCOS
OLD BASTROP HIGHWAY 16" WATER LINE, RATTLER TO CENTERPOINT
SCOPE OF SERVICES

- xi. Construction Project Schedule: Doucet will develop a Construction Schedule for the project in coordination with the Hays County roadway project consisting of design, bid and construction phases. The schedule will be updated during design.
 - xii. City of San Marcos Design checklist.
- c. 60% Comment Response Letter.
- d. 90%: Doucet will provide two (2) hard copies of 11" x 17" plan sets and one (1) pdf electronic copy. The plan set will also contain the following:
 - i. Cover Sheet, NA, noted above
 - ii. General Notes
 - iii. Project Layout Sheet: Doucet will provide a layout of the project with plan sheet references.
 - iv. Overall Quantity Sheet: Doucet will provide a quantity table that includes individual sheet quantities and the overall project quantities.
 - v. Water Line Plan and Profile Sheets: Estimated Number of Sheets – Thirteen
 - vi. Detail Sheets
 - vii. Erosion Control Plan and Details, base plan included in Hays County roadway plans. Doucet will add details and erosion control measures for the water line.
 - viii. Traffic Control Standard Details, based plan included in Hays County roadway plans. Doucet will add traffic control details at the intersections and other water line connections as needed.
 - ix. Engineer's OPCC.
 - x. Construction Project Schedule: Doucet will develop a Construction Schedule for the project consisting of design, bid and construction phases. The schedule will be updated during design and coordinate with the Hays County road project.
 - xi. City of San Marcos Design Checklist.
- e. 90% Comment Response Letter.
- f. 99%: Doucet will provide two (2) hard copies of 11" x 17" plan sets and one (1) pdf electronic copy. The plan set will also contain the following:
 - i. Cover Sheet, NA, as noted above
 - ii. General Notes
 - iii. Project Layout Sheet: Doucet will provide a layout of the project with plan sheet references.
 - iv. Overall Quantity Sheet: Doucet will provide a quantity table that includes individual sheet quantities and the overall project quantities.
 - v. Water Line Plan and Profile Sheets: Estimated Number of Sheets – Thirteen

Exhibit 1 – Scope of Services and Deliverables
CITY OF SAN MARCOS
OLD BASTROP HIGHWAY 16" WATER LINE, RATTLER TO CENTERPOINT
SCOPE OF SERVICES

- vi. Detail Sheets
 - vii. Erosion Control Plan and Details, as noted above.
 - viii. Traffic Control Standard Details, as noted above.
 - ix. Engineer's OPCC.
 - x. Construction Project Schedule: Doucet will develop a Construction Schedule for the project consisting of design, bid and construction phases. The schedule will be updated during design and coordinate with the Hays County road project.
 - xi. City of San Marcos Design Checklist.
- g. 99% Comment Response Letter.
- h. Final 100%: Doucet will provide two (2) hard copies of 11" x 17" plan sets and one (1) pdf electronic copy. Upon approval by the City, two (2) hard copies of 11" x 17" plan sets, one (1) pdf copy, and one (1) CAD copy of the sealed plans will be provided.

Phase C – Bid Phase

1. Project Management: This task consists of routine communication with the City and other activities associated with managing the project.
2. Attend Pre-Bid Meeting: Doucet will assist the City and County in conducting pre-bid meeting and developing the agenda.
3. Answer Questions: Doucet will coordinate with the City for issuing responses for technical questions and requests for additional information from potential bidders.
4. Addenda: Doucet will prepare addenda required to clarify, correct or change the bid documents. Addenda will be provided in Adobe .pdf (searchable) format and sealed by responsible engineer(s). Addenda will be issued to bidders through the City and or County Purchasing Departments.
5. Bid Tabulation and Recommendation of Award: Doucet will assist the City and County in opening of bids, review all bids and evaluate them for responsiveness and bid amount. Doucet will also check references, by telephone, of the low bidder and second low bidder. Doucet will prepare a letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The County will make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
6. Deliverables: Doucet will provide documents to meet the County bid requirements, incorporate addenda items in the Construction Plans; include addenda in the bound Project Manual; and issue a "Conformed" set of plans for construction.
 - a. Bid Form: Doucet will provide the Bid Form in Word Document format.
 - b. Technical Specifications: Doucet will provide one (1) pdf electronic copy of the Technical Specifications.
 - Conformed Plans: Doucet will provide one (1) electronic copy of Construction Plans in pdf, one (1) CAD copy, and two (2) 22" x 34" plan sets, four (4) 11" x 17" plan sets. Doucet will also provide Hays County Roadway Plans (1 PDF, 1-11"x17" Set)
 - c.

Exhibit 1 – Scope of Services and Deliverables
CITY OF SAN MARCOS
OLD BASTROP HIGHWAY 16" WATER LINE, RATTLER TO CENTERPOINT
SCOPE OF SERVICES

Phase D – Construction Phase

1. Project Management: This task consists of routine communication with the City; managing, manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Attend Pre-Construction Conference: Doucet will attend a Pre-Construction Conference prior to commencement of work.
3. Submittal Review: Doucet will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Ten (10) submittals have been assumed.
4. Response to Requests for Information/Modifications: Doucet will respond to reasonable and appropriate Contractor requests for information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Five (5) RFI's have been assumed.
5. Construction Observation: Doucet will provide on-site construction observation services during the construction phase. Doucet will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Doucet are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Doucet's exercise of professional judgment. Based on information obtained during such visits and such observations, Doucet will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Doucet will keep Client informed of the general progress of the Work.

The purpose of Doucet's site visits will be to enable Doucet to better carry out the duties and responsibilities specifically assigned in this Agreement to Doucet, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Doucet will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor will Doucet have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Doucet neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Two (2) site visits per month for a duration of two (2) months followed by one (1) site visit per month for a duration of four (4) months are assumed. Total of 8 site visits are assumed.

6. Pay Application Review: Based on its observations and on review of applications for payment and accompanying supporting documentation, Doucet will determine the amounts that Doucet recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Doucet's representation to Client, based on such observations and review, that, to the best of Doucet's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Doucet's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Review of six (6) Pay Applications has been assumed.
7. Review of Change Orders: Doucet may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Exhibit 1 – Scope of Services and Deliverables
CITY OF SAN MARCOS
OLD BASTROP HIGHWAY 16" WATER LINE, RATTLER TO CENTERPOINT
SCOPE OF SERVICES

8. Substantial Completion: Doucet will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Doucet considers the Work substantially complete, Doucet will notify Client and Contractor.
9. Final Notice of Acceptability of the Work: Doucet will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Doucet may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Doucet will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Doucet's knowledge, information, and belief based on the extent of its services and based upon information provided to Doucet upon which it is entitled to rely.
10. Deliverables:
 - a. Site Visit Reports: Doucet will submit a site visit report to the City following each visit to the site during construction.
 - b. Submittal Log: Doucet will prepare a spreadsheet for identifying required submittals that the Contractor must provide as well as tracking to-date submittals and RFI's provided by the Contractor. An updated Submittal Log will be submitted to the City on a monthly basis.

Phase E – Record Drawings

1. Record Drawings: Doucet will review the Contractor's redline as-built drawings and incorporate deviations from the construction drawings as appropriate. Record drawing information will be based solely on the provided marked-up drawings, survey data and appropriate field documentation received from the City. Doucet will deliver one (1) set of full size bond drawings and one (1) set of half size plan set for review.
2. Deliverables: After review, Doucet will deliver two (2) sets of full size bond drawings, one (1) pdf electronic copy and one (1) CAD copy.
3. Doucet will perform an as-built survey of installed above ground water utility appurtenances upon construction completion and update the plans per the survey data. Deliverables: Microstation v8i utility file of as-built water.

Supplemental Scope of Services

Preparation of field notes and easements for six (6) tracts to develop the water line easements. The documents will be referenced to title reports.

Schedule

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

60% Design Documents – Submittal 60 days after the project kickoff meeting and receipt of the 30% County roadway Design Plans.

90% Design Documents – Submittal 60 days after receiving comments on the 60% Design Submittal.

99% Design Documents – Submittal 30 days after receiving comments on the 90% Design Submittal.

100% Design Documents – Submittal 14 days after receiving comments on the 99% Design Submittal.

Exhibit 1 – Scope of Services and Deliverables
CITY OF SAN MARCOS
OLD BASTROP HIGHWAY 16" WATER LINE, RATTLER TO CENTERPOINT
SCOPE OF SERVICES

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

City Responsibilities

1. The City will provide to Doucet all data in the City's possession relating to Doucet's services on the Project. Doucet will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to Doucet whenever the City observes or becomes aware of any development that affects the scope or timing of Doucet's services.
3. The City will examine information submitted by Doucet and render in writing or otherwise provide comments and decisions in a timely manner.
4. The City will obtain all necessary right-of-entries from required landowners.
5. The City will provide Title Reports for properties with proposed easements.
6. The City will obtain all permanent sanitary sewer line, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.

Additional Services

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

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

EXHIBIT 2

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

AGREEMENT/ SERVICES:

CITY REPRESENTATIVE:

CONTRACTOR:

AUTHORIZATION NO.:

CONTRACT EFFECTIVE DATE:

THIS AUTHORIZATION DATE:

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

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

Contractor Name

By: _____

Date: _____

Printed Name, Title

Approved by:

City of San Marcos:

Date: _____

By: _____

Printed Name, Title

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

Account Number(s): _____, _____

Previous Changes in Service:

_____; date; amount

_____; date; amount

_____; date; amount

EXHIBIT 3 - FEE ESTIMATE											
City of San Marcos, Texas											
Old Bastrop Road 16" Waterline from Rattler to Centerpoint											
	Professional Service Description	Total Task Hours	Total Task Cost	Staff							Docket Surveying
				Principal	Sr. Construction Technician	Senior Project Manager	Engineering Assoc. II	Senior Civil Technician	CAD Operator I	Sr. Operations Assistant	
				\$225.00	\$139.00	\$200.00	\$115.00	\$130.00	\$80.00	\$85.00	Fee
	Design Phase (60/90/99/100%)	337	\$ 55,737								
1	Project Management	16	\$ 2,640			8		8			
	Coordination with City Staff - 2 meetings (utility coordination)	12	\$ 1,840			4		8			
	Coordination with County staff and road design staff - 4 meetings	20	\$ 2,880			4		16			
	Coordination with Subconsultants	4	\$ 520					4			
	Public meetings with the County Road project (2)	12	\$ 1,840			4		8			
	QC Review and Address QC Comments - 60%	13	\$ 1,943	1	2	2		8			
	QC Review and Address QC Comments - 90%	6	\$ 920			2		4			
	QC Review and Address QC Comments - 99% & 100%	5	\$ 824	1	1	1		2			
	Project Accounting and Administration	10	\$ 1,080			2				8	
2	60% Review Meeting	6	\$ 990			3		3			
	90% Review Meeting	6	\$ 990			3		3			
	100% Review Meeting	6	\$ 990			3		3			
3.a	Topographic Survey - By others NA	0	\$ -								
3.b	Erosion/Sedimentation Control Analysis in concert with Roadway ESC plan	3	\$ 460			1		2			
3.c	Traffic Control Plan by the County - coordination with road plan	5	\$ 720			1		4			
3.d	TCEQ SWPPP- By Others NA	0	\$ -								
	TCEQ Project Notification - By Others NA	0	\$ -								
3.e	City and County Approvals	6	\$ 920			2		4			
3.f	Geotechnical by others - NA	0	\$ -								
3.g	Real Estate by others - NA	0	\$ -								
3.h	Environmental and Cultural Resources by others - NA	0	\$ -								
4.a	Prepare Monthly Status Report (15)	12	\$ 1,480			4				8	
4.b	Prepare 60% Plans - Cover Sheet NA	0	\$ -								
	Prepare 60% Plans - Project Layout Sheet	7	\$ 780			1		2	4		
	Prepare 60% Plans - General Notes	7	\$ 780			1		2	4		
	Prepare 60% Plans - Quantity Sheet	5	\$ 720			1		4			
	Prepare 60% Plans - Water Line Plan and Profile Sheets (13 at 1"=50' (11" by 17" sheets))	132	\$ 12,640			4		32	96		
	Prepare 60% Plans - List of Standard Details	9	\$ 1,040			1		4	4		
	Prepare 60% Plans - Project Specific / Special Details	42	\$ 4,400			2		16	24		
	Prepare 60% List of Standard Specifications	5	\$ 720			1		4			
	Prepare 60% Project Specific / Special Specifications	5	\$ 720			1		4			
	Prepare 60% OPCC	5	\$ 720			1		4			
	Prepare 60% Construction Project Schedule	1	\$ 200			1					
	Submit 60% Plans, OPCC, Design Checklist and Schedule (2 hard copies, 1 pdf)	3	\$ 390					3			
4.c	60% Comment Response Letter	3	\$ 460			1		2			
4.d	Prepare 90% Plans - Cover Sheet NA	0	\$ -								
	Prepare 90% Plans - Project Layout Sheet	0	\$ -								
	Prepare 90% Plans - General Notes	1	\$ 130					1			
	Prepare 90% Plans - Quantity Sheet	3	\$ 460			1		2			
	Prepare 90% Plans - Water Line Plan and Profile Sheets (6)	26	\$ 2,720			2		8	16		
	Prepare 90% Plans - Erosion Control Plan & Details - Support Roadway ESC plan	3	\$ 460			1		2			
	Prepare 90% Plans - Details	9	\$ 1,040			1		4	4		

EXHIBIT 3 - FEE ESTIMATE												
City of San Marcos, Texas												
Old Bastrop Road 16" Waterline from Rattler to Centerpoint												
					Staff							
			Total Task Hours	Total Task Cost	Principal	Sr. Construction Technician	Senior Project Manager	Engineering Assoc. II	Senior Civil Technician	CAD Operator I	Sr. Operations Assistant	Doucet Surveying
	Professional Service Description											
					\$225.00	\$139.00	\$200.00	\$115.00	\$130.00	\$80.00	\$85.00	Fee
	Prepare 90% Project Specific / Special Specifications		2	\$ 330			1		1			
	Prepare 90% OPCC		3	\$ 460			1		2			
	Prepare 90% Construction Project Schedule		1	\$ 200			1					
	Submit 90% Plans, OPCC, Design Checklist, and Schedule (2 hard copies, 1 pdf)		3	\$ 390					3			
4.e	90% Comment Response Letter		3	\$ 460			1		2			
4.f	Prepare 99% Plans - Cover Sheet NA		0	\$ -								
	Prepare 99% Plans - Project Layout Sheet		0	\$ -								
	Prepare 99% Plans - General Notes		1	\$ 130					1			
	Prepare 99% Plans - Quantity Sheet		1	\$ 130					1			
	Prepare 99% Plans - Water Line Plan and Profile Sheets (6)		9	\$ 1,040			1		4	4		
	Prepare 99% Plans - Erosion Control Plan & Details		1	\$ 130					1			
	Prepare 99% Plans - Details		5	\$ 620			1		2	2		
	Prepare 99% Project Specific / Special Specifications		2	\$ 330			1		1			
	Prepare 99% OPCC		2	\$ 330			1		1			
	Prepare 99% Construction Project Schedule		1	\$ 200			1					
	Submit 99% Plans, OPCC, Design Checklist, and Schedule (2 hard copies, 1 pdf)		3	\$ 390					3			
4.g	99% Comment Response Letter		2	\$ 330			1		1			
4.h	Prepare 100% Plans, Specifications, OPCC, and Schedule		4	\$ 590			1		3			
	Submit 100% Plans, Specifications, OPCC, Design Checklist and Schedule (2 hard copies, 1 pdf)		2	\$ 260					2			
Phase C - Bid Phase			35	\$ 4,891								
1	Project Management		8	\$ 1,198		2	2		4			
2	Prepare for and Attend Pre-bid Meeting		6	\$ 1,017		3	3					
3	Answer Contractor Questions		6	\$ 868		2	1		3			
4	Addenda		2	\$ 339		1	1					
5	Bid Tabulation and Recommendation of Bid Award		4	\$ 509		1	1				2	
6	Conformed Documents		9	\$ 960			1		2	2	4	
Phase D - Construction Phase			95	\$ 18,361								
1	Project Management		6	\$ 938		2	2		2			
	Coordination with City Staff		16	\$ 2,432		8	4		4			
	Project Accounting and Administration		4	\$ 340							4	
2	Prepare for and Attend Pre-construction Conference		8	\$ 1,356		4	4					
3	Shop Drawings/Submittal Review (Assume 10 submittals)		12	\$ 1,790		10	2					
4	Requests for Information (RFIs) (Assume 5)		7	\$ 1,095		5	2					
5	Construction Site Visits and Progress Meetings - Assume 8 (2 visits/mo first 2 months, 1 vist/mo for 4 mo		34	\$ 4,970		30	4					
6	Pay Application Review (Assume 6)		10	\$ 1,372		8			2			
7	Requests for Proposals (RFPs) and Change Orders (COs)		8	\$ 1,356		4	4					
8	Attend Substantial Completion Walk-through and Prepare Punchlist		8	\$ 1,356		4	4					
9	Attend Final Completion Walk-through and Prepare Recommendation of Final Payment Letter		8	\$ 1,356		4	4					
Phase E - Record Drawings			0	\$ 3,540								
1	Post Project Waterline Survey - above ground		0	\$ 2,360								\$ 2,360.00
2	Draft submittal for Review		5	\$ 720			1		4			
3	Prepare and Submit Record Drawings		3	\$ 460			1		2			
END BASIC SERVICES												

EXHIBIT 3 - FEE ESTIMATE												
City of San Marcos, Texas												
Old Bastrop Road 16" Waterline from Rattler to Centerpoint												
				Staff								
		Professional Service Description	Total Task Hours	Total Task Cost	Principal	Sr. Construction Technician	Senior Project Manager	Engineering Assoc. II	Senior Civil Technician	CAD Operator I	Sr. Operations Assistant	Doucet Surveying
					\$225.00	\$139.00	\$200.00	\$115.00	\$130.00	\$80.00	\$85.00	Fee
		Total Basic Service Hours:	611		2	91	116	0	216	160	26	
		Total Basic Services		\$ 82,529								
		Supplemental Services		\$ 11,010								
S-1		Field notes and easements for six properties (\$1,635 per each)	0	\$ 9,810								\$ 9,810.00
S-2		Additional Topographic Survey	0	\$ -								
S-3		Reimbursable expenses		\$ 1,200								
		END										
		Total Supplemental Services		\$ 11,010								
		Total Fee Basic + Supplemental Services		\$ 93,539								

The hours listed above are an estimate. The hours assigned to the Phase are not exclusive to the Phase which they are assigned. The total fee will not exceed the total contract amount as discussed in Article 2. The hourly rates of this contract shall apply throughout the remainder of this contract and to all change in services.

Payment to the ENGINEER will be made as follows:

1. Basic Services - The amounts of these invoices will be based upon the extent of work completed by the Engineer on an hourly basis.
2. Supplemental Services - The Engineer will receive approval in writing before performing supplemental services. The amounts of these invoices will be based upon the extent of work completed by the Engineer on a lump sum basis.
3. Reimbursable Expense - Reimbursable expenses including such things as expenses for plotting, reproduction of documents, auto travel mileage (current IRS approved mileage rate), delivery charges, long distance communications, freight, and state accessibility will be invoiced with appropriate backup documentation.

Invoice and Time of Payment

Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Invoices shall be submitted monthly and paid within 30 days.

Exhibit 3

Doucet & Associates 2017 Fee Schedule (effective 10/01/2017)

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$225.00	Principal Surveyor (RPLS)	\$215.00
Senior Project Manager	\$200.00	Survey Project Manager (RPLS)	\$175.00
Project Manager	\$185.00	Project Surveyor (RPLS)	\$145.00
Senior Project Engineer (PE)	\$168.00	Sr. Survey Technician	\$120.00
Project Engineer	\$145.00	Survey Technician	\$ 95.00
Engineer Associate II	\$115.00	GIS Specialist	\$100.00
Engineer Associate I	\$ 95.00	LiDAR Specialist	\$120.00
Sr. Construction Technician	\$139.00	Aerial Mapping Specialist	\$100.00
Sr. Civil Technician	\$130.00	Field Coordinator	\$115.00
Civil Technician	\$115.00	One-Person Field Crew	\$110.00
Assistant Civil Technician	\$105.00	Two-Person Field Crew	\$160.00
CADD Operator II	\$ 90.00	Three-Person Field Crew	\$180.00
CADD Operator I	\$ 80.00	Party Chief-Time Basis	\$ 95.00
		LiDAR Scanner	\$100.00
Senior Planner (AICP)	\$155.00	Drone	\$600.00
Project Planner	\$140.00	Ground Targets	\$20/ea
Staff Planner	\$110.00	Concrete Monuments	\$250/ea
Planning Technician	\$ 95.00	ATV/Boat/Sonar	\$100/day
Sr. Operations Assistant	\$ 85.00		
Operations Assistant	\$ 65.00		
Administrative Assistant	\$ 65.00		
Expert Witness (research, depositions, testimony, with a 4-hour minimum for court appearances)	\$430.00	Mileage	Current IRS Rate

D&A reserves the right to periodically adjust our fee schedule.

Reimbursable Expenses

Direct non-salary expenses incurred and not applicable to general overhead are billed at cost for administrative and handling charges. Please note that physical backup for reimbursable expenses will be included with invoices unless a written request to do so is submitted to D&A's accounting department.

Reimbursable Expenses include, but are not limited to, the following:

Travel and lodging, including out of town transportation by D&A's vehicles at standard rates; mail, delivery, courier and express charges; legal and accounting fees (including attorney's fees charged by D&A's attorney for review or negotiation of any certificates or similar documents requested by Client or a lender doing business with Client); in-house reproduction costs (to be charged at prevailing commercial rates); subconsultants; photographs; environmental fees; late fees caused by Client; charges incurred in stopping or resuming work in accordance with this Agreement; use or rental of special equipment or instruments and other direct non-salary expenses necessary to complete the contract.

EXHIBIT 4 – Project Schedule
























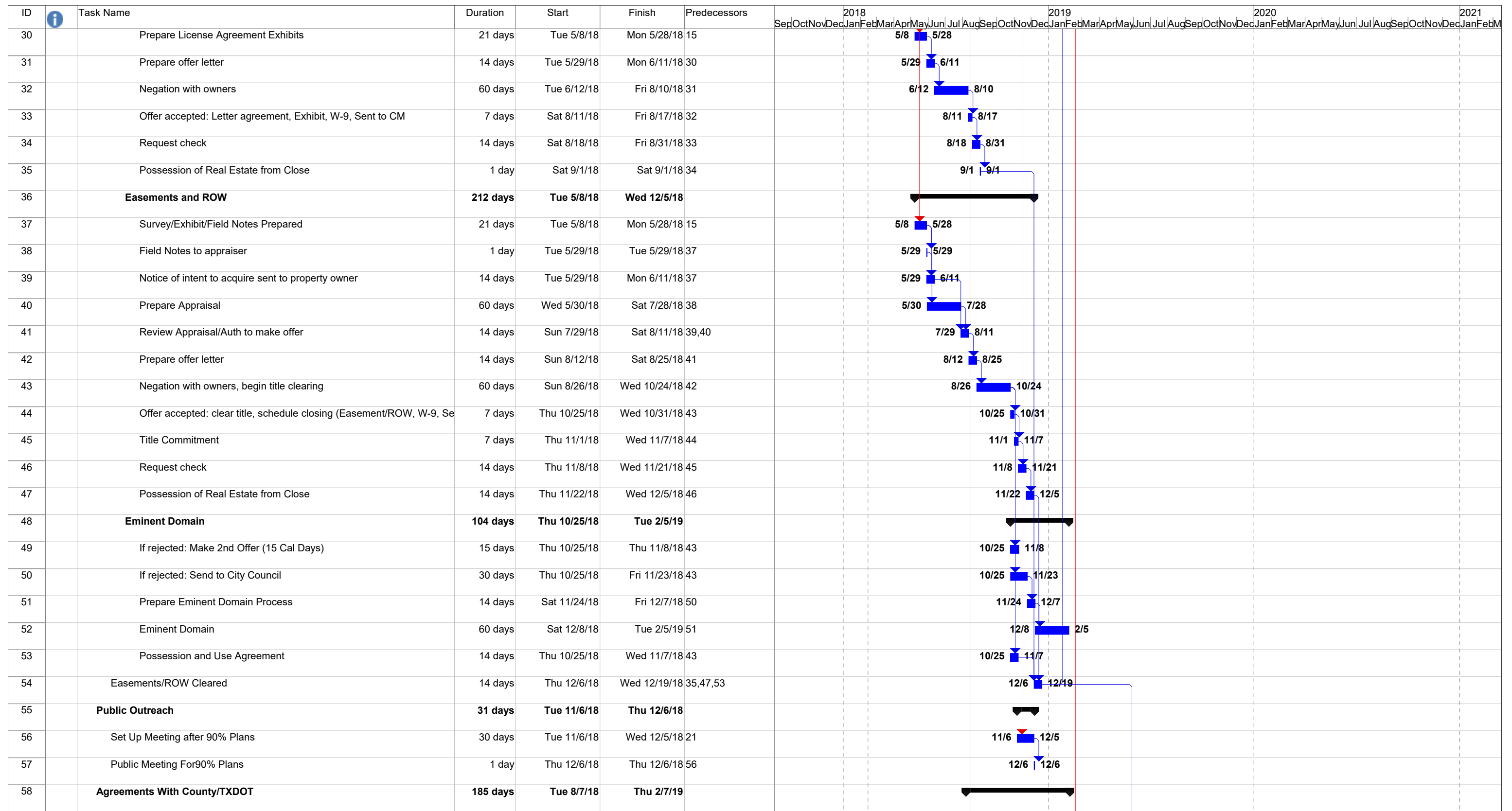
ID		Task Name	Duration	Start	Finish	Predecessors	Sep18	Oct18	Nov18	Dec18	2018	2019	2020	2021																							
							Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1		Preliminary Phase	165 days	Fri 11/17/17	Mon 4/30/18																																
2		Scoping	75 days	Fri 11/17/17	Tue 1/30/18																																
3		Verify scope per CIP Sheet	60 days	Fri 11/17/17	Mon 1/15/18				11/17		1/15																										
4		Hold Internal Scoping Meeting	1 day	Tue 1/16/18	Tue 1/16/18	3			1/16		1/16																										
5		Finalize Scope & Budget	7 days	Wed 1/17/18	Tue 1/23/18	4			1/17		1/23																										
6		Verify Funds with Finance	7 days	Wed 1/24/18	Tue 1/30/18	5			1/24		1/30																										
7		Professional Service Contract	90 days	Wed 1/31/18	Mon 4/30/18																																
8		Negotiate Contract	30 days	Wed 1/31/18	Thu 3/1/18	6			1/31		3/1																										
9		Obtain Temporary Rights of Entry, if needed	90 days	Wed 1/31/18	Mon 4/30/18	6			1/31		4/30																										
10		Prepare ARF/Verify Funds with Finance - May need reimbursement form	11 days	Fri 3/2/18	Mon 3/12/18	8			3/2		3/12																										
11		City Council (Typically Tuesday)	22 days	Tue 3/13/18	Tue 4/3/18	10			3/13		4/3																										
12		Execute Contract	7 days	Wed 4/4/18	Tue 4/10/18	11			4/4		4/10																										
13		Design Phase	284 days	Tue 5/1/18	Fri 2/8/19																																
14		COSM Design	284 days	Tue 5/1/18	Fri 2/8/19																																
15		Kick Off Meeting	7 days	Tue 5/1/18	Mon 5/7/18	12,9			5/1		5/7																										
16		Consultant Prepare 60%	60 days	Tue 5/8/18	Fri 7/6/18	15			5/8		7/6																										
17		COSM Reviews 60% Design	30 days	Sat 7/7/18	Sun 8/5/18	16			7/7		8/5																										
18		60% Review Meeting	1 day	Mon 8/6/18	Mon 8/6/18	17			8/6		8/6																										
19		Consultant Prepare 90%	60 days	Tue 8/7/18	Fri 10/5/18	18			8/7		10/5																										
20		COSM Reviews 90% Design	30 days	Sat 10/6/18	Sun 11/4/18	19			10/6		11/4																										
21		90% Review Meeting	1 day	Mon 11/5/18	Mon 11/5/18	20			11/5		11/5																										
22		Consultant To Finalize 99% Design	30 days	Tue 11/6/18	Wed 12/5/18	21			11/6		12/5																										
23		COSM Reviews 99% Design	7 days	Thu 12/6/18	Wed 12/12/18	22			12/6		12/12																										
24		Consultant Seals 100% Plans	14 days	Thu 12/13/18	Wed 12/26/18	23			12/13		12/26																										
25		Float	30 days	Thu 12/27/18	Fri 1/25/19	24			12/27		1/25																										
26		Meeting with Purchasing To Advertise	14 days	Sat 1/26/19	Fri 2/8/19	54,25			1/26		2/8																										
27		Easements	274 days	Tue 5/8/18	Tue 2/5/19																																
28		Easements/ROW Acquisitions	274 days	Tue 5/8/18	Tue 2/5/19																																
29		License Agreements	117 days	Tue 5/8/18	Sat 9/1/18																																
Project: Schedule - Old Bastrop Water Date: Wed 2/14/18		Task		Rolled Up Critical Task		Project Summary		Manual Task		Finish-only																											
		Critical Task		Rolled Up Milestone		Group By Summary		Duration-only		Progress																											
		Milestone		Rolled Up Progress		Inactive Task		Manual Summary Rollup		Deadline																											
		Summary		Split		Inactive Milestone		Manual Summary																													
		Rolled Up Task		External Tasks		Inactive Summary		Start-only																													
Page 1																																					

EXHIBIT 4 – Project Schedule














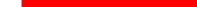

































Project: Schedule - Old Bastrop Water Date: Wed 2/14/18	Task		Rolled Up Critical Task		Project Summary		Manual Task		Finish-only	
	Critical Task		Rolled Up Milestone		Group By Summary		Duration-only		Progress	
	Milestone		Rolled Up Progress		Inactive Task		Manual Summary Rollup		Deadline	
	Summary		Split		Inactive Milestone		Manual Summary			
	Rolled Up Task		External Tasks		Inactive Summary		Start-only			
Page 2										

EXHIBIT 4 – Project Schedule

[illegible]

Project: Schedule - Old Bastrop Water Date: Wed 2/14/18	Task		Rolled Up Critical Task		Project Summary		Manual Task		Finish-only	
	Critical Task		Rolled Up Milestone		Group By Summary		Duration-only		Progress	
	Milestone		Rolled Up Progress		Inactive Task		Manual Summary Rollup		Deadline	
	Summary		Split		Inactive Milestone		Manual Summary			
	Rolled Up Task		External Tasks		Inactive Summary		Start-only	