

**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: Walker Partners, LLC

for

The Project: Red Sky Water Improvements

Owner Standard Terms and Conditions: Parties have read and agree to be bound by the General Terms and Conditions found at <http://www.sanmarcostx.gov/DocumentCenter/Home/View/6608>.

Further;

The Owner and the Professional Firm agree as follows:

**ARTICLE 1
PROFESSIONAL FIRM’S SERVICES**

Professional Firm agrees to perform the services specifically described in **Exhibit 1** and all other professional services reasonably inferable from **Exhibit 1** and necessary for complete performance of Professional Firm’s obligations under this Agreement (collectively, “**Professional Firm’s Services**”). To the extent of any conflict between the terms in **Exhibit 1** and this Agreement, the terms of this Agreement shall prevail.

**ARTICLE 2
PROFESSIONAL FIRM’S RESPONSIBILITIES**

Professional Firm agrees to use Professional Firm's best efforts, skill, judgment, and abilities so as to perform Professional Firm's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Professional Firm shall at all times provide sufficient personnel to accomplish Professional Firm's Services in a timely manner. Professional Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Professional Firm’s obligations under this Agreement.

Professional Firm agrees to perform Professional Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

Professional Firm's Services shall be reasonably accurate and free from material errors or omissions. Professional Firm shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Professional Firm without any additional cost or expense to Owner.

Professional Firm shall designate a representative primarily responsible for Professional Firm's Services under this Agreement. The designated representative shall act on behalf of Professional Firm with respect to all phases of Professional Firm's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

The Professional Firm shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$1,000,000 each claim and \$1,000,000 aggregate. The fees for such insurance will be at the expense of the Professional Firm. The Professional Firm shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Professional Firm's professional liability insurance before commencement or continuation of performance of the services under this Agreement.

ARTICLE 3

THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Professional Firm with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Professional Firm and as reasonably necessary for the completion of Professional Firm's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

The Owner will review the Professional Firm's drawings, specifications and other documents of service produced by Professional Firm's in the performance of its obligations under this Agreement (collectively the "**Design Documents**") as required. Owner will notify Professional Firm of any design fault or defect in Professional Firm's Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Firm's Services.

The Owner designates Shaun Condor, P.E., P.M.P., 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, P.E., P.M.P.
Title: Senior 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 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/Engineering
SCondor@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 John Lindner, P.E.
Walker Partners, LLC
804 Las Cimas Parkway, Suite 150
Austin, Texas 78746
JLindner@walkerpartners.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 necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of Professional Firm to perform its obligations under this Agreement.

ARTICLE 11

PROFESSIONAL FIRM'S ACCOUNTING RECORDS

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

ARTICLE 12

INSURANCE

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

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

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

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

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

ARTICLE 13

INDEMNITY

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

ARTICLE 14
PROFESSIONAL FIRM'S COMPENSATION

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

Service Fees: The maximum fee for Professional Firm's Services shall not exceed **One-Hundred Ninety-Nine Thousand, Nine-Hundred Ninety-Eight Dollars and Zero Cents (\$199,998.00).**

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:

WALKER PARTNERS, LLC

By: John Lindner

Name: John Lindner, P.E.

Title: Chief Operating Officer

Date: 4/6/18

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

(See Next Page)

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

Project Understanding

The work to be performed by Walker Partners, LLC. Walker Partners under this contract will consist of providing Preliminary Design (30%), Design Phase (90%, 99%, 100% Documents), Bid and Construction Phase Services for the Red Sky Water Improvements project. The project consists of the following improvements:

- General Description – the replacement of approximately 5,800 linear feet of 2" water main with an 8" water main along Horace Howard Dr., from Old Bastrop Hwy. to 330-feet southwest of the intersection with Primrose Way. All existing water meters will be relocated to the property/easement line, also.

Basic Scope of Services

Phase A – Preliminary Design Phase (30%)

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 Kick-Off Meeting: One (1) project kick-off meeting has been budgeted for the Preliminary Design Phase. It is assumed that the meeting will be held prior to beginning 30% design. Walker Partners will attend meetings with City of San Marcos Staff to determine project constraints and needs as well as discuss design considerations.
 - b. Utility Coordination Meeting: One utility coordination meeting has been budgeted for the Preliminary Design Phase. Is assumed that the meeting will be held after submittal of the 30% schematic, and that the meeting will be organized by the City. Walker Partners will attend the meeting with City of San Marcos Staff to confirm that utility conflicts are not anticipated and/or resolve all utility conflicts identified.
 - c. Project Meeting: One project meeting has been budgeted for the Preliminary Design Phase, following each milestone submittal (30%).
3. Deliverables:
 - a. Monthly Status Report: Walker Partners will provide a monthly status report, including a brief summary of work completed.
 - b. 30% Schematic: Walker Partners will provide two (2) hard copies of 11" x 17" schematic plan sheets and one (1) pdf electronic copy. At a minimum, the cut sheets will contain the following:
 - i. Project Layout Sheet: Walker Partners will provide a layout of the project with plan sheet references.
 - ii. Water Line Plan Sheets: Estimated Number of Sheets – twelve (12).

1. Identify Utility Providers

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

2. Determine Proposed Alignment(s)
 3. Identify Utility Conflicts
 4. Identify Easement/Land Acquisition Requirements
- iii. Description of Permit Requirements
 - iv. Tree Removal Exhibit (on Erosion and Sedimentation Control and Tree Protection Plan Sheets): Estimated Number of Sheets – six (6).
 - v. Engineer's Opinion of Probable Construction Costs (OPCC).
 - vi. Construction Project Schedule: Walker Partners will develop a Construction Schedule for the project consisting of design, bid and construction phases. The schedule will be updated during design.
 - vii. Design Checklist
- c. 30% Comment Responses on City's redlines.

Phase B – Design Phase (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 Meetings: Three (3) project meetings have been budgeted for the Design Phase, following each milestone submittal (90/99/100%).
3. Public Meetings: One (1) public meeting has been budgeted which consists of preparing exhibits and attending the meeting.
4. Tasks
 - a. Traffic Control: Walker Partners will identify traffic control requirements and provide standard traffic control details for construction of the improvements. A detailed traffic control plan is not part of this scope, but rather will be required as a submittal by the Contractor.
 - b. Permitting
 - i. Hays County Permit Application: Walker Partners will prepare a utility permit application for the City to submit to Hays County.
 - ii. Enterprise Products Permit: Walker Partners will coordinate with Enterprise Products to obtain a letter of no objection from Enterprise Products to encroach on the pipeline right-of-way.
5. Deliverables:

EXHIBIT 1
CITY OF SAN MARCOS
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- a. Monthly Status Report: Walker Partners will provide a monthly status report, including a brief summary of work completed.
- b. 60%: Submittal removed from scope.
- c. 90%: Walker Partners will provide four (4) 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
 - ii. General Notes: Estimated Number of Sheets – four (4).
 - iii. Project Layout Sheet: Walker Partners will provide a layout of the project with plan sheet references.
 - iv. Overall Quantity Sheet: Walker Partners will provide a quantity table that includes individual sheet quantities and the overall project quantities.
 - v. Water Line Plan Sheets: Estimated Number of Sheets – twelve (12).
 - 1. Water Line Detail Sheets: Estimated Number of Sheets – four (4).
 - vi. E&S Control and Tree Protection Plans: Estimated Number of Sheets – six (6).
 - 1. SWPPP – TXDOT Template: Estimated Number of Sheets – one (1).
 - 2. EPIC – TXDOT Template: Estimated Number of Sheets – one (1).
 - 3. E&S Control and Tree Protection Details: Estimated Number of Sheets – one (1).
 - vii. Traffic Control Standard Details: Estimated Number of Sheets – three (3).
 - viii. Engineer's OPCC.
 - ix. Technical Specifications
 - x. Construction Project Schedule.
 - xi. Bid Form
 - xii. Design Checklist
- d. 90% Comment Responses on City's redlines.
- e. 99%: Walker Partners will provide four (4) hard copies of 11" x 17" plan sets and one (1) pdf electronic copy.
 - i. Plans and specifications with all comments addressed.
 - ii. Engineer's OPCC.

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

- iii. Construction Project Schedule.
- iv. Bid Form
- v. Design Checklist
- f. 99% Comment Responses on City's redlines.
- g. Final 100%: Walker Partners 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.
 - i. Plan Set.
 - ii. Technical Specifications
 - iii. Engineer's OPCC.
 - iv. Construction Project Schedule.
 - v. Bid Form
 - vi. Design Checklist

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: Walker Partners will assist the City in conducting pre-bid meeting and developing the agenda.
3. Answer Questions: Walker Partners will coordinate with the City for issuing responses for technical questions and requests for additional information from potential bidders.
4. Addenda: Walker Partners will prepare addenda required to clarify, correct or change the bid documents. One (1) addendum has been budgeted. Addenda will be provided in Adobe .pdf (searchable) format and sealed by responsible engineer(s). Addenda will be issued to bidders through the City's Purchasing Department.
5. Bid Tabulation and Recommendation of Award: Walker Partners will assist the City in opening of bids, review all bids and evaluate them for responsiveness and bid amount. Walker Partners will also check references, by telephone, of the low bidder and second low bidder. Walker Partners 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 City will make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
6. Deliverables: Walker Partners will 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: Walker Partners will provide the Bid Form in Word Document format.

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

- b. Technical Specifications: Walker Partners will provide one (1) pdf electronic copy of the Technical Specifications.
- c. Conformed Plans: Walker Partners will provide one (1) electronic copy of Construction Plans in pdf, one (1) CAD copy, and two (2) 22" x 34" plan set, three (3) 11" x 17" plan sets.

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: Walker Partners will attend a Pre-Construction Conference prior to commencement of work.
3. Submittal Review: Walker Partners 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. Twenty-five (25) submittals have been assumed.
4. Response to Requests for Information/Modifications: Walker Partners 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. Two (2) RFI's have been assumed.
5. Project Meetings and Site Visits: Five (5) on-site project meetings have been budgeted for the Construction Phase, once per month to review progress and pay applications with the City and Contractor. Two (2) site visits have been budgeted for the Construction Phase to meet between project meetings, as directed by the City.
 - a. Pay Application Review: Based on the observations made during the monthly on-site project meetings and on review of applications for payment and accompanying supporting documentation from the City, Walker Partners will recommend Contractor be paid in writing on the City's pay application form. Such recommendations of payment will be in writing and will constitute Walker Partners' representation to Client, based on such observations and review, that, to the best of Walker Partners' 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, Walker Partners' recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations made during monthly on-site project meetings and the City Inspector's measurements of quantities provided with pay requests.
6. Review of Change Orders: Walker Partners may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Two (2) Change Orders have been assumed.
7. Substantial Completion: Walker Partners will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor,

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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, Walker Partners considers the Work substantially complete, Walker Partners will notify Client and Contractor.

8. Final Notice of Acceptability of the Work: Walker Partners **will not conduct a final site visit** to determine if the completed Work of Contractor is generally in accordance with the Contract Documents. At the request of the City, Walker Partners may recommend, in writing, final payment to Contractor.
9. Deliverables: As noted above.

Phase E – Record Drawings

1. Record Drawings: Walker Partners will review the Contractor's redline as-built drawings and incorporate deviations from the construction drawings as appropriate. Record drawing information for buried water line will be based solely on the provided marked-up drawings and appropriate field documentation received from the City. Walker Partners will deliver one (1) set of full size bond drawings, one (1) pdf electronic copy and one (1) CAD copy for review.
2. Deliverables: After review, Walker Partners will deliver two (2) sets of full size bond drawings, two (2) 11" x 17" plan sets, one (1) pdf electronic copy and one (1) CAD copy, with surface to grid conversion scale factor.

Supplemental Scope of Services

1. Topographic and Tree Survey: Walker Partners will prepare topographic and tree survey for the limits of the "Red Sky" scope inside public right-of-way/easements, as shown in the attached exhibit (Exhibit A), for the purpose of preparing Design Documents. Walker Partners will prepare an electronic map showing the following:
 - a. Existing trees, size and type (at minimum caliper inches required by City CIP) – 24" and above caliper for Native Oaks, Elms, Madrone, and Pecan, Celtis Occidentalis (Hackberry), Juniperus Virginiana, Juniperus Ashei (Common Cedar), Chinaberry, mesquite and Ligustrum trees per San Marcos City Ordinances, Section 5.5.2.2-(g)(2).
 - b. 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.
 - c. Identify all visible and above grade utilities, and manholes with invert elevations and tied to existing control points/ City bench marks (if any). Walker Partners will rely on the location of subsurface utilities as located and marked by one-call utility locators, City staff, and/or City's subsurface utility engineer.
 - d. Full topography at the intersections of Old Bastrop Highway and Dachstund Street.
2. Boundary Verification – Roadway Easement Location. No monuments were called to be set at the corners and angle points in the easement for Horace Howard Dr. Our survey department will need to locate the front corners of all the properties along Horace Howard Dr. to insure an accurate determination of the limits of the easement.
3. Boundary Survey: At the request of the City, Walker Partners will prepare legal description and exhibits for up to three (3) parcels determined by the City.

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

4. Temporary Construction Easement Exhibits: At the request of the City, Walker Partners will prepare temporary construction easement exhibits for up to eighteen (18) parcels determined by the City. Exhibits shall be 8.5" x 11" color pdf electronic copies. Exhibits will graphically show the limits of the easements on an aerial background with the length, width and area of the temporary construction easement. **Metes and bounds descriptions will not be provided for temporary construction easement exhibits.** The exhibit will be used by the City to acquire a temporary construction agreement and is not intended to be recorded.
5. Environmental and desktop archeological service: Cox McLain Environmental Consulting will provide environmental and desktop archeological services as described in their proposal attached to this scope of services.
6. As-built Survey – Visible Features of Water Line Installed: Walker Partners will mobilize for one day in the field and prepare a survey of the visible features of the water line installed above ground, for preparing Record Drawings. Walker Partners will prepare an electronic map showing the following:
 - a. Shot at top of nut of water valves.
 - b. Identify all visible and above ground water appurtenances and meters.

Schedule

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

- Topographic and Boundary Survey (60 calendar days)
- 30% Design Documents Submittal (30 calendar days)
- Additional Topographic and Boundary Survey (as needed) and SUE (30 calendar days)
- 90% Design Documents Submittal (75 calendar days)
 - Hays County Utility Permit and Enterprise Products LONO (60 calendar days)
- 99% Design Documents Submittal (30 calendar days)
- 100% Design Documents Submittal (30 calendar days)

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

City Responsibilities

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

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

6. The City will obtain all permanent water line, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.
7. The City will provide on-site construction observation services during the construction phase and will confirm the accuracy of the Contractor's as-built red lines.
8. The City will provide Subsurface Utility Engineering. Two (2) Level A potholes are anticipated: Enterprise Products Pipeline crossing and 8-inch water line connection on Dachshund St.
9. The City will provide a geotechnical data report containing construction recommendations for open trench construction. Number of soil borings to be determined by geotechnical engineer procured by the City.
10. The City will provide a soil corrosion analysis with recommendations for corrosion protection.
11. The City will provide pipe diameter, class and test pressures based on hydraulic and surge analysis performed by others.
12. The City will provide the Primrose Way Water Improvements plans and specifications, and record drawings when available.
13. The City will provide material testing during construction.

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, Soil Analysis or Subsurface Utility Engineering.
2. Performing title searches for easement or joint-use agreement preparation.
3. Preparation of additional easement/ boundary exhibits beyond the number identified in the Scope of Services.
4. Preparation of mill and overlay plans, roadway plans, pavement designs, drainage plans, driveway plans, culvert plans, roadway cross-sections, sidewalk plans, utility relocation plans, and/or dry utility plans.
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.

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

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.
11. Topographic survey of underground water line and appurtenances prior to burial.

Assumptions

The services described above are based on the following assumptions.

1. Plan sheets will be formatted to plot on 11" x 17" paper with a minimum horizontal scale of 1"=40' and a vertical scale of 1"=10'. Assumed thirty-five (35) sheets.
2. Only two (2) permits will be required: Hays County Utility Permit and Enterprise Products Letter of No Objection.
3. Walker Partners will only prepare for and attend one (1) public meeting.
4. Walker Partners will rely on the location of subsurface utilities as located and marked by one-call utility locators, City staff, and/or City's subsurface utility engineer.
5. The proposed surveying services **do not include** the following:
 - a. Tree location less than 8-inch diameter.
 - b. Abstract of Title, easements, restrictions or other encumbrances.
 - c. Construction staking.
6. The assumptions included in the attached proposal by Cox McClain.
7. Geotechnical Engineering and Soil Analysis will be performed by others.
8. Subsurface Utility Engineering will be performed by others.
9. Hydraulic and surge analysis will be performed by others.
10. The Contractor will prepare and submit a TCEQ Stormwater Pollution Prevention Plan and the required notifications during construction. The TXDOT SWPPP, E&S Control and Tree Protection Plans, and Bid Form prepared by Walker Partners will be used by the City and Contractor for bidding purposes only.
11. Eighteen (18) water service connections were assumed.
12. Submittal reviews will require two (2) hours per submittal for the first submittal and one (1) hour per re-submittal, and that one-third of the submittals will be re-submitted for a second review.
13. The City will provide on-site construction observation and inspection.

EXHIBIT 1
CITY OF SAN MARCOS
Red Sky Water Improvements
SCOPE OF SERVICES

14. Record drawings will only require updates to the water plan and profile sheets.
15. The City of San Marcos has review authority, such that plans and specifications are not required to be submitted to TCEQ for review and approval.
16. Assumed six (6) month construction duration from notice-to-proceed to substantial completion.
17. Assumed one (1) mobilization for as-built survey.

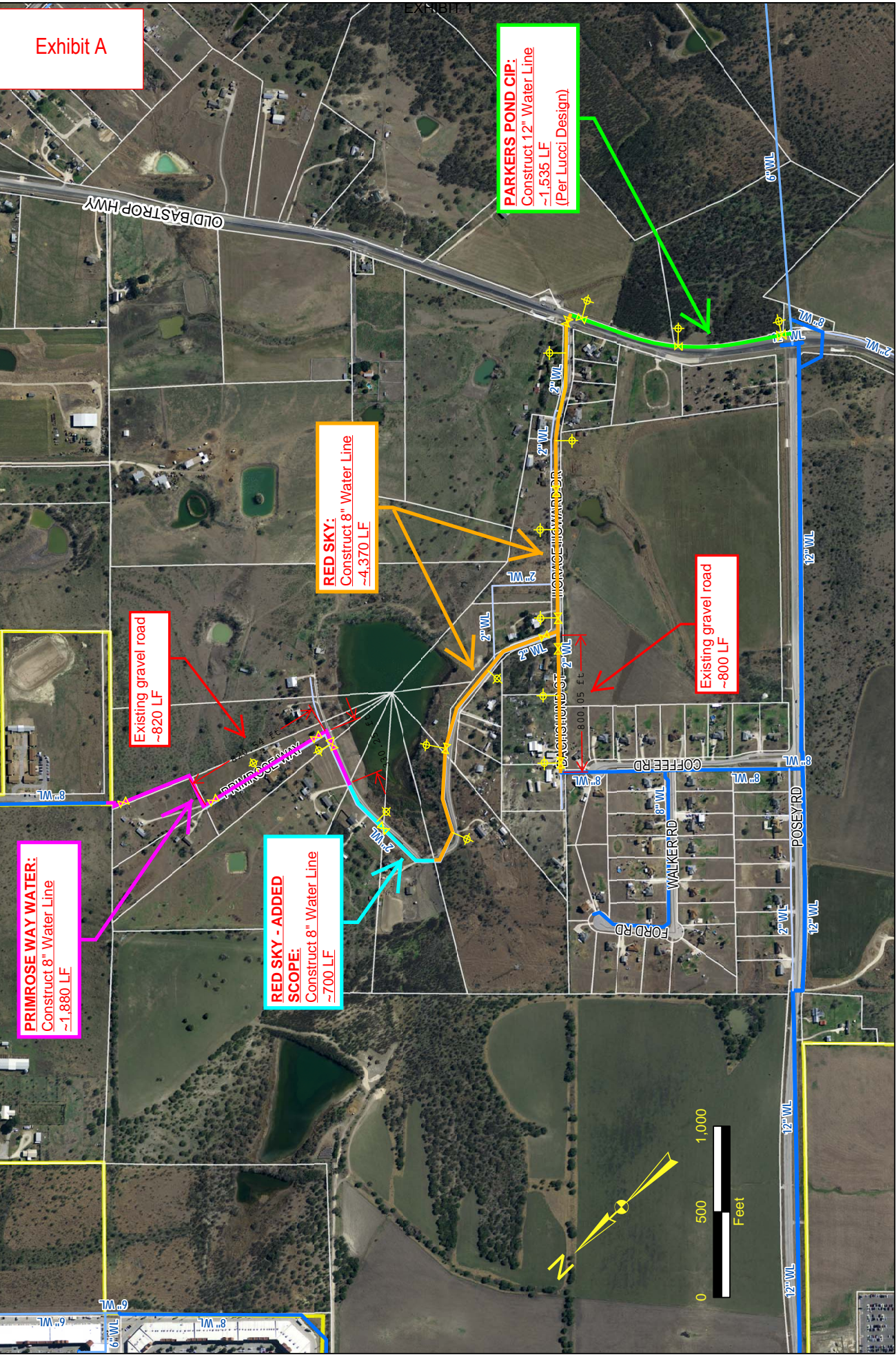


Exhibit A

PARKERS POND CIP:
Construct 12" Water Line
~1,535 LF
(Per Lucci Design)

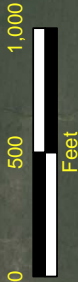
RED SKY:
Construct 8" Water Line
~4,370 LF

Existing gravel road
~820 LF

Existing gravel road
~800 LF

PRIMROSE WAY WATER:
Construct 8" Water Line
~1,880 LF

**RED SKY - ADDED
SCOPE:**
Construct 8" Water Line
~700 LF





March 2, 2018

Eric L. Nelson, P.E.
Walker Partners
804 Las Cimas Parkway, Suite 150
Austin, TX 78746

Re: CMEC Proposal for Environmental and Archeological Services to Support the City of San Marcos Red Sky Water Line Project, Hays County, Texas

Dear Mr. Nelson,

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal to provide environmental and desktop archeological services for the above-referenced project, which would consist of approximately one mile of water pipeline replacement in Hays County, Texas (see Attachment A). According to information provided by Walker Partners, the project will involve the open-cut installation of an eight-inch water line along the same alignment as an existing two-inch line. Depth of excavation is expected to be approximately four feet (typical) to a maximum of ten feet (to clear an existing natural gas pipeline). CMEC understands that the project will be owned and funded by the City of San Marcos, with no federal component. Therefore, the project is subject to the Antiquities Code of Texas but not Section 106 of the National Historic Preservation Act (NHPA) or National Environmental Policy Act (NEPA).

CMEC Firm Profile

CMEC is a WBE/DBE/HUB-certified environmental and cultural resources consulting firm headquartered in Austin and with offices in the Dallas-Fort Worth metroplex, Houston, and Tulsa, Oklahoma. Our staff includes biologists, wetland ecologists, planners, GIS specialists, archeologists, archival researchers, architectural historians, and a historic architect. In addition to environmental services such as NEPA documentation, wetland/Section 404 permit support, Endangered Species Act (ESA) field work and regulatory consultation, and socioeconomic/environmental justice and community impact analysis, CMEC conducts cultural resource permit/research design coordination, archeological and historic structure surveys, National Register of Historic Places (NRHP) and State Antiquities Landmark (SAL) eligibility assessments and nominations, Historic American Buildings Survey (HABS) and Historic American Engineering Record (HAER) documentation, and other cultural resource studies. Our staff members have managed hundreds of environmental and cultural resources projects for cities, counties, agencies, and other entities throughout Texas, including approximately 35 projects for the City of San Marcos and Hays County. Most recently, CMEC coordinated with the THC on behalf of Hays County to propose an avoidance plan for unmarked burials at San Pedro Cemetery along Posey Road near Old Bastrop Highway, just south of the Red Sky project.

Scope of Work – THC Coordination

CMEC cultural resources professionals will conduct searches of the Texas Historical Commission's (THC's) restricted Sites Atlas and other data sources to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the NRHP, and SALs. CMEC will integrate the results of the searches with soil information, topographic maps, aerial photographs, and other pertinent information to formulate an assessment of the project's potential to cause impacts to archeological resources and recommend next steps. These findings and recommendations will be presented in a standard-format short coordination letter to the THC for review under the Antiquities Code of Texas. Based on preliminary background research and the parameters of the project, it is unlikely an archeological survey will be required. No archeological field services are included here but could be scoped and budgeted separately if required by the THC.


Scope of Work – Environmental Field Visit and Technical Memorandum

CMEC environmental scientists will perform a desktop review of resources in the project area, including protected species, potential habitat, and water resources. CMEC will also evaluate the project's potential to require permitting or other agency coordination prior to construction (e.g., USFWS, USACE, and/or TCEQ). All findings and recommendations will be presented in a brief memorandum to be submitted to Walker Partners and the City for review and comment. This scope does not include preparation of an Edwards Aquifer Protection Plan or formal USFWS or USACE coordination materials; these and other documents could be provided under separate scope and budget, if required.

Assumptions and Exclusions

- Assumes total project footprint of one mile along existing two-inch water pipeline.
- Assumes no federal nexus.
- Additional exclusions: NEPA documentation; public involvement coordination; biological or water resources field study; right-of-entry coordination; geologic assessment; human environment/demographic services, Section 4(f) services; biological or cultural resources mitigation plans; USACE permitting or formal coordination; USFWS coordination or species presence/absence surveys; Edwards Aquifer coordination; construction phase services; hazardous materials Phase I or Phase II ESAs; historic buildings/structures reconnaissance, intensive study, NRHP nominations, or HABS/HAER documentation; archeological survey, monitoring, testing, or data recovery; archeological trenching; human remains evaluation, coordination, removal, or reinterment; or artifact processing, detailed analysis, or curation. All excluded services could be provided under separate scope/budget.

The environmental and archeological services described above will be completed for a fee of **\$2,550.46**, to be billed on a **lump-sum** basis. Please see the attached spreadsheet (Attachment B) for a detailed breakdown of costs. This fee proposal is valid for 180 days.

CMEC greatly appreciates the opportunity to submit this proposal. Please feel free to contact me at 512-338-2223 or chris@coxmcclain.com if you have any questions.

Sincerely,

Chris Dayton, PhD, RPA
 Cultural Resources Program Manager

The above proposal is accepted.

WALKER PARTNERS

**COX|McLAIN ENVIRONMENTAL
 CONSULTING, INC.**

By: _____

By: _____

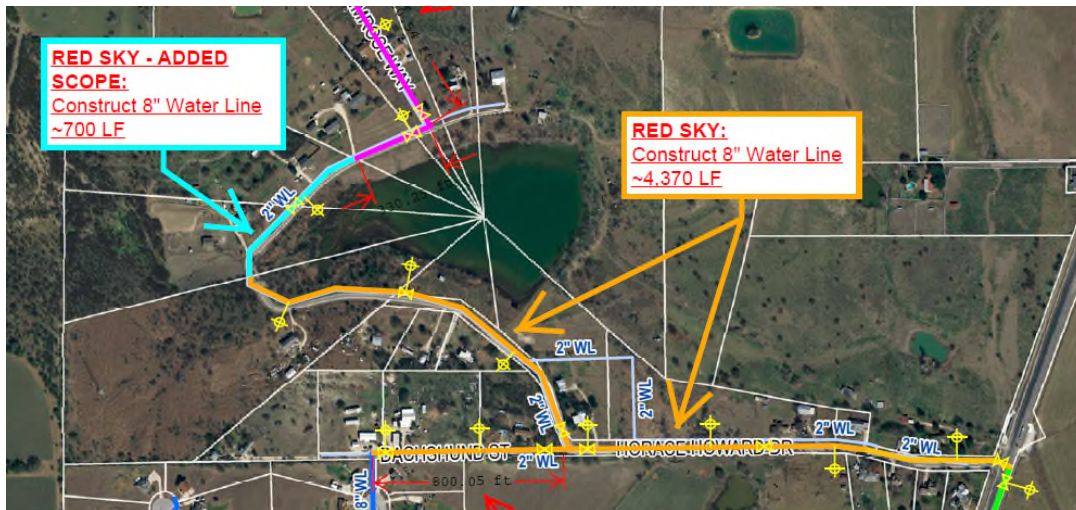
Its: _____

Its: Principal

Date: _____

Date: _____

Attachment A – Preliminary Project Layout as of February 2018





Attachment B – Cost Proposal

Walker Partners - City of San Marcos Red Sky Water Line, Hays County, TX - Environmental Tech Memo and THC Coordination Cox McLain Environmental Consulting, Inc.												
LABOR												
		Env. Project Manager	Sr. Env. Scientist II	Sr. Env. Scientist I	Env. Prof. II	Env. Prof. I	Env. Staff II	Env. Staff I	Env. Tech II	Env. Tech I	Admin/ Clerical/ Tech Edit	Totals
Description		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1	THC background research, letter submittal	0	2	0	0	4	4	0	0	0	1	11
Task 2	Environmental memo prep	0	0	8	0	4	4	0	0	4	1	21
Total Labor Hours		0	2	8	0	8	8	0	0	4	2	32
Rate		\$143.70	\$126.58	\$108.77	\$81.58	\$78.45	\$65.27	\$59.83	\$48.94	\$42.15	\$54.39	
SUBTOTAL Labor Cost		\$0	\$253	\$870	\$0	\$628	\$522	\$0	\$0	\$169	\$109	\$2,550.46
EXPENSES												
		Unit	Quantity								Rate	Total
Backhoe + operator (at cost)		Day	0								\$1,500.00	\$0.00
Mileage (Allowable IRS Rate)		Miles	0								\$0.545	\$0.00
Hotel (At cost; taxes included)		Day	0								\$89.00	\$0.00
Per Diem		Day	0								\$51.00	\$0.00
Car Rental (at cost)		Day	0								\$75.00	\$0.00
Hazmat database search		Each	0								\$350.00	\$0.00
Rental vehicle fuel		Day/Gal	0								\$3.00	\$0.00
Airfare (at cost)		R/T	0								\$500.00	\$0.00
Overnight Delivery (assume electronic submittals)		Letter	0								\$30.00	\$0.00
Field Supplies (At cost)		Misc	0								\$100.00	\$0.00
Photocopies - Color 8.5x11		Page	0								\$1.20	\$0.00
Photocopies - Color 11x17		Page	0								\$2.25	\$0.00
Photocopies - B/W 8.5x11		Page	0								\$0.15	\$0.00
Photocopies - B/W 11x17		Page	0								\$0.30	\$0.00
Historical Aerials (cost)		Each	0								\$500.00	\$0.00
TARL site registration (digital only)		Site	0								\$48.00	\$0.00
Curation fee (assume no collection; private land)		Drawer	0								\$1,500.00	\$0.00
TOTAL Nonlabor Expenses												\$0.00
Notes/Assumptions: Assumes project area of approximately 1 mile. Assumes Walker and/or COSM would provide/negotiate right of entry such that environmental field visit could be accomplished in one trip. Exclusions: NEPA documentation; public involvement coordination; right-of-entry coordination; geologic assessment; human environment/demographic services, Section 4(f) services; biological or cultural resources mitigation plans; USACE permitting or formal coordination; USFWS coordination or species presence/absence surveys; Edwards Aquifer coordination; construction phase services; hazardous materials Phase I or Phase II ESAs; historic buildings/structures reconnaissance, intensive study, NRHP nominations, or HABS/HAER documentation; archeological survey, monitoring, testing, or data recovery; archeological trenching; human remains evaluation, coordination, removal, or reinterment; or artifact processing, detailed analysis, or curation. All excluded services could be provided under separate scope/budget.												
TOTAL COSTS - CMEC												\$2,550.46

EXHIBIT 2

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

**AGREEMENT/ SERVICES:
CITY REPRESENTATIVE:
CONTRACTOR:
AUTHORIZATION NO.:
CONTRACT EFFECTIVE DATE:
THIS AUTHORIZATION DATE:**

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

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

Contractor Name

By: _____

Date: _____

Printed Name, Title

Approved by:

City of San Marcos:

Date: _____

By: _____

Printed Name, Title

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

Account Number(s): _____, _____

Previous Changes in Service:

_____; date; amount

_____; date; amount

_____; date; amount

EXHIBIT 3
DETAILED FEE SCHEDULE

(See Next Page)

EXHIBIT 3 – FEE ESTIMATE
City of San Marcos, Texas
Red Sky Water Improvements

		Professional Service Description	Total Task Hours	Total Task Cost	Staff					Civil Subconsultant	Lump Sum Items
					Managing Principal	Senior Project Manager	Project Engineer I	Technician VII	Support Staff II		
					\$275.00	\$165.00	\$100.00	\$110.00	\$70.00	Fee	Fee
Basic Services											
Phase A - Preliminary Design Phase (30%)											
1.		Project Management	12	\$ 1,805	1	8			3		
		Coordination with City Staff	12	\$ 1,805	1	8			3		
		Coordination with Subconsultants	12	\$ 1,805	1	8			3		
		QC Review and Address QC Comments - 30%	5	\$ 935	1	4					
		Project Accounting and Administration	6	\$ 705		3			3		
2.		Kick-Off Meeting	8	\$ 890		2	2	2	2		
		Utility Coordination Meeting	4	\$ 530		2	2				
		30% Review Meeting	6	\$ 1,080	2	2	2				
3.a		Prepare Monthly Status Report (2)	4	\$ 470		2			2		
3.b		Prepare 30% Plans - Cover Sheet	8	\$ 970		2	2	4	2		
		Prepare 30% Plans - Project Layout Sheet	8	\$ 970		2	2	4			
		Prepare 30% Plans - Water Line Plan Sheets (12)	96	\$ 10,860		12	36	48			
		Prepare Description of Permit Requirements	4	\$ 530		2	2				
		Prepare Tree Removal Exhibit (on Erosion and Sedimentation Control Plan Sheets) (6)	32	\$ 3,620		4	12	16			
		Prepare 30% OPCC	8	\$ 970		2	2	4			
		Prepare 30% Construction Project Schedule	2	\$ 330		2					
		Submit 30% Plans, OPCC, Schedule and Design Checklist (2 hard copies, 1 pdf)	8	\$ 910		2		4	2		
3.c		30% Comment Responses	8	\$ 970		2	2	4			
Phase B - Design Phase (90/99/100%)											
1.		Project Management	33	\$ 5,205	3	24			6		
		Coordination with City Staff	33	\$ 5,205	3	24			6		
		Coordination with Subconsultants - Assumed none after 30%.	0	\$ -							
		QC Review and Address QC Comments - 90%	9	\$ 1,215	1	4			4		
		QC Review and Address QC Comments - 99% & 100%	18	\$ 2,430	2	8			8		
		Project Accounting and Administration	12	\$ 1,410		6			6		
2.0		90% Review Meeting	6	\$ 1,080	2	2	2				
		99% Review Meeting	2	\$ 1,080	2	2	2				
		100% Review Meeting	6	\$ 1,080	2	2	2				
3.		Attend and Prepare for Public Meeting (1)	16	\$ 2,600	4	4	4	4			
4.a		Hays County Permit Application	8	\$ 970		2	2	4			
		Enterprise Products Permitting	40	\$ 4,500		4	12	24			
5.a		Prepare Monthly Status Report (6)	12	\$ 1,410		6			6		
5.d		Prepare 90% Plans - Cover Sheet	4	\$ 485		1	1	2			
		Prepare 90% Plans - Project Layout Sheet	4	\$ 485		1	1	2			
		Prepare 90% Plans - General Notes (4)	6	\$ 705		1	1	4			
		Prepare 90% Plans - Quantity Sheet	8	\$ 970		2	2	4			
		Prepare 90% Plans - Water Line Plan Sheets (12)	132	\$ 14,780		12	40	80			
		Prepare 90% Plans - Water Line Details (4)	16	\$ 1,810		2	6	8			
		Prepare 90% Plans - E&S Control and Tree Protection Plans (6)	16	\$ 1,810		2	6	8			
		Prepare 90% Plans - TXDOT SWPPP	8	\$ 970		2	2	4			
		Prepare 90% Plans - TXDOT EPIC	8	\$ 970		2	2	4			
		Prepare 90% Plans - E&S Control and Tree Protection Details (1)	8	\$ 970		2	2	4			
		Prepare 90% Plans - Traffic Control Standard Details (3)	16	\$ 1,810		2	6	8			
		Prepare 90% Project Specific / Special Specifications	14	\$ 1,530		2	12				
		Prepare 90% OPCC	8	\$ 970		2	2	4			
		Prepare 90% Bid Form	6	\$ 730		2	4				
		Prepare 90% Construction Project Schedule	2	\$ 330		2					

EXHIBIT 3 - FEE ESTIMATE										
City of San Marcos, Texas										
Red Sky Water Improvements										

EXHIBIT 3 – FEE ESTIMATE												
City of San Marcos, Texas												
Red Sky Water Improvements												
						Staff				Civil Subconsultant	Lump Sum Items	
					Total Task Hours	Total Task Cost	Managing Principal	Senior Project Manager	Project Engineer I	Technician VII	Support Staff II	
							\$275.00	\$165.00	\$100.00	\$110.00	\$70.00	Per Each
												Fee
							</					

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

Payment to the ENGINEER will be made as follows:

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

Invoice and Time of Payment

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

EXHIBIT 4
PROJECT SCHEDULE

(See Next Page)

