

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

This Agreement is made as of \_\_\_\_\_, 2018 (the “**Effective Date**”), by and between:

**The Owner:** The City of San Marcos, Texas

and

**The Professional Firm:** RPS Infrastructure, Inc.

for

**The Project:** Staples Road Waterline

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.**, 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.  
**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 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 Friedman  
RPS Infrastructure, Inc.  
4801 Southwest Parkway, Parkway 2, Suite 150  
Austin, Texas 78735  
John.Friedman@rpsgroup.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 Eighty-Five Thousand Five Hundred Eight Four Dollars and Eight Cents (\$185,584.80).**

**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:**

**RPS INFRASTRUCTURE, INC.**

By: \_\_\_\_\_

Name: John Friedman

Title: Vice President

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**

**ATTACHMENT A****SCOPE OF WORK****PRELIMINARY ENGINEERING, DESIGN, BID, AND CONSTRUCTION PHASES****CITY OF SAN MARCOS****STAPLES ROAD WATERLINE – UTILITY IMPROVEMENTS**

Klotz Associates, Inc. DBA RPS, (Engineer) will provide Final Design, Bid and Construction phase services to the City of San Marcos (City) for utility improvements along Staples Road from the southern boundary of the Hills of Hays Subdivision to Old Bastrop Highway; a 6-foot sidewalk between De Zavala Drive and Hilltop Drive; and a new left turn lane on Staples Road at De Zavala Drive. Design for the proposed 12" Waterline, new Sidewalk and turn lane construction is anticipated to be combined into the Hays County FM 621 Safety Improvements project, which follows along the same corridor. The waterline will be constructed within a new easement adjacent to the roadway right-of-way.

The following Scope of Work is for the preparation of Final Design documents, Bid, and Construction Phase Services for the Staples Road waterline (approximately 7,200-ft in length), sidewalk improvements and new turn lane referenced above.

**PHASE 1 - Preliminary Engineering Phase (30%)**

Engineer will provide the following services during the Preliminary Engineering Phase (30%) of the Project.

**Task 1 – Project Management**

Engineer will coordinate with City staff during the Preliminary Engineering Phase of project development. We will coordinate with the City for the proper processing of monthly invoices to cover work completed as of the billing period. Additionally, we will provide monthly status reports which will summarize work completed, list the work scheduled to be completed for the upcoming month, and identify any outstanding issues or decisions that must be resolved by the project team.

**Task 2 – Project Meetings**

Engineer will attend one (1) meeting during the Preliminary Engineering Phase of the project to review and address comments associated with the 30% deliverables.

**Task 3 – Data Collection / Review**

Engineer will collect records, provide research, compile and review available reports, studies, as-built information and City GIS data associated with the existing infrastructure along the project corridor beyond the limits of the County FM 621 Roadway Improvements. Additionally, Engineer

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will conduct one (1) site investigation with two (2) representatives from our office. This site investigation will aid in the confirmation of survey and Lidar data. Engineer will utilize, as much as possible, information obtained for the Reclaimed Water Expansion Pipeline project to facilitate the proposed improvements. Additional field topographic survey data may be required parallel to the existing right-of-way and along the proposed utility easement limits to assist in design and aid development of ROW acquisition documents.

**Task 4 – Design Survey**

Surveyor will provide property records research, vertical and horizontal control, boundary, field topographic, and tree survey information for base mapping beyond the limits of the County FM 621 Roadway Improvements. Legal descriptions with graphic exhibits for right-of-way acquisition, waterline easements, and temporary construction easements as described in the attached proposal from *Chaparral Professional Land Surveying, Inc.*

Following construction, a post construction survey of the installed waterline, sidewalk and turn lane will be performed following COSM requirements.

**Task 5 – 30% Design Drawings**

The preliminary (30%) drawings will include design for a new 6-ft sidewalk along the south ROW between De Zavala Drive and Hilltop Drive, and a new left turn lane on Staples Road at De Zavala Drive. The 30% plans will show the proposed sidewalk and turn lane in plan view only. These improvements will be designed within the plan sheets developed for the County FM 621 Roadway Improvements. The existing ground surface may be provided in profile at this stage. The Engineer will also evaluate preliminary cross-sections to determine whether adequate easements and/or ROW is available to accommodate the improvements. Utility design for the waterline improvements will be included in the 60% Design Phase.

**Task 6 – Easement and Land Acquisition**

ROW Acquisition task leader will identify, research, contact and coordinate with landowners where easements are being obtained for the waterline construction beyond the roadway acquisition services being provided for the County FM 621 Roadway Improvements. Right of Entries, Title verification, Real Estate Appraisals and Negotiation services shall be coordinated or managed as described in the attached proposal from *Stateside Right of Way Services, Inc.*

The Engineer will review parcel plats, metes and bounds and ROW acquisition documentation necessary for the acquisition of 2 parcels needed to construct the proposed waterline. The Engineer will submit the final documents for review and coordinate with City staff on questions related to the deliverables.

**ATTACHMENT A****Task 7 – Permitting Support**

The Engineer will coordinate permit requirements with the City. (See Exclusions below)

**Task 8 – Utility Coordination**

The Engineer will identify utility providers, schedule and conduct utility coordination meetings, document potential utility conflicts, prepare meeting minutes, and forward 30% plans in electronic format and meeting minutes from utility coordination meetings to all attendees, utility providers, stakeholders, and the City for areas beyond the County FM 621 Roadway Improvements.

**Task 9– Preliminary Construction Cost Estimate**

Based on the Preliminary Engineering Design (30%), the Engineer will tabulate project quantities and obtain unit cost pricing based on TxDOT average unit costs for recently bid projects to determine the Engineer's Opinion of Probable Construction Cost and the Preliminary Construction Cost Estimate. The turn lane and sidewalk improvements will be designed in accordance with TxDOT specifications. Estimated quantities and utility construction cost for the waterline improvements will be included in the 60% Design Phase.

**Task 10 – Quality Assurance / Quality Control**

The Engineer will provide internal Quality Control review of all work products. Reviews will be conducted for the 30% Preliminary Drawings, Construction Cost Estimate, Survey Deliverables, Easement and Land Acquisition estimated cost per square foot for the Exhibits developed for right-of-way and easement acquisition and related deliverables.

**PHASE 2 - Design Phase**

Engineer will provide the following services during the Final (60% / 90% / 99% & 100%) Design Phase of the Project.

**Task 11 – Project Management & Meetings**

Engineer will provide monthly status reports and invoices to cover work completed as of the billing period. The status report will summarize work completed, list the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by the project team. One (1) public meeting will be attended by two (2) representatives from our office to present the proposed waterline improvements prior to beginning construction. We assume that the City will coordinate the time and location for these meetings. The Engineer will provide two (2) color project layout exhibits for use during the public meeting. Additionally,

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Engineer will attend design comment review meetings at the City to discuss the 60%, 90% and 99% submittal documents and to collect and respond to questions from the review.

**Task 12 – Final Design Drawings (60%, 90%, 99%, and 100% Construction Documents)**

The Engineer shall develop plans to construct the proposed waterline in accordance with the criteria in the City of San Marcos Standard Design Criteria manuals. The sidewalk improvements will be designed in accordance with TxDOT criteria and specifications. Variance requests and associated reasoning will be prepared and submitted by the Engineer as necessary.

The drawings will be prepared using MicroStation (Bentley software products). The Engineer shall prepare design submittals at the 60%, 90%, 99%, and 100% stages of completion. Submittals will be delivered to the City through the Project Manager. Drawings shall be 11" X 17" with a horizontal scale of 1" = 50' and a vertical scale of 1" = 10', matching the Hays County FM 621 Roadway Improvement project. Cut sheets from the FM 621 plans will be utilized for the waterline drawings. The drawings shall conform to the City of San Marcos standards, and shall define the limits of construction and re-vegetation requirements. For each submittal, the City shall be provided the design checklist, 4 - 11"x17" hard copies, and an electronic (PDF) copy of construction drawings for review. Construction document review (plan & profile drawings) will be prepared to confirm adherence to Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS). The Final Design Submittal (100% complete) shall immediately follow the Internal RPS "Final Look" senior manager's review. The following is a description of major items included in the construction documents at specific milestone submittals:

**60% Submittal**

The 60% design plans shall include, at a minimum, the following:

- a. Quantity Table;
- b. General Notes;
- c. Plan and profile drawings of the proposed waterline (trunk line, valves, hydrants, etc.);
- d. Plan and profile of the proposed sidewalk including alignment and geometry;
- e. Existing conditions, including roadway, structures, vegetation and utilities, as determined by field survey;
- f. Existing right-of-way lines, existing property lines, existing permanent easements (as described on subdivision plats). For each property, identify on the drawings the

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- property identification number, the deed volume and page number, and street address as well as the names of all property owners;
- g. Proposed right-of-way lines, proposed permanent and temporary easement lines. Right-of-way and/or easements shall be sufficient to encompass all improvements;
- h. Location (plan and profile) of all known existing utilities based on record information and field survey. Show in profile view all parallel utilities that are within six feet of the proposed work. 9
- i. Preliminary location of construction work areas showing which existing features may be impacted by construction (fences, trees, sheds, etc.) and identifying the party responsible for removal and/or re-establishment;
- j. Erosion/Sedimentation and Tree protection plan, notes, and details (to be shown on the County FM 621 Roadway Improvement drawings): The Engineer shall design and specify erosion control measures which minimize erosion and off-site sedimentation during construction of the Project;
- k. List of Standard Details – COSM and TxDOT
- l. List of Standard Specifications
- m. Project Specific / Special Specifications and Details;
- n. Updated Engineer's Opinion of Probable Construction Cost, with a 15% contingency;
- o. Construction Schedule identifying construction duration.
- p. Quality Assurance / Quality Control for all deliverables.

### 90% Submittal

In addition to the information provided in the 60% plans submittal, the 90% submittal shall provide, at a minimum, the following:

- a. Comments addressed from the 60% submittal;
- b. Details sufficient for the construction of the proposed waterline;
- c. Details sufficient for construction of the new sidewalk;
- d. Quantities for each plan sheet;
- e. Updated Preliminary Construction Cost, with 10% contingency;
- f. Index of Standard Specifications and Special Specifications;
- g. Modification to any City of Austin Specifications used in the design;
- h. City of San Marcos project specific Specifications and Special Specifications;





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- i. Updated Construction Schedule identifying construction duration.
- j. Quality Assurance / Quality Control for all deliverables.

99% Submittal

In addition to the information provided in the 60% and 90% plan submittals, the 100% submittal shall provide, at a minimum, the following:

- a. Final Quantities for each plan sheet;
- b. Final Preliminary Plans addressing all previous comments;
- c. Final Engineer's Construction Cost Estimate, with no contingency;
- d. Final Construction Schedule identifying construction duration.
- e. Final Standard and Specific / Special Specification
- f. Quality Assurance / Quality Control for all deliverables.

The 100% submittal will include two (2) – 11"x17" Sets, an electronic (PDF) copy of the sealed construction drawings and an electronic copy of the CADD files.

Task 13 – Prepare Technical Specifications and Bid Form

Engineer will prepare and include the technical specifications, special provisions, bid items associated with the waterline, sidewalk and turn lane and include them into the County FM 621 Roadway Improvements Project Manual.

Task 14 – Project Permitting Investigation

The Engineer will investigate permitting requirements with TxDOT for design and construction of the waterline, sidewalk and turn lane beyond the limits of the County FM 621 Roadway Improvement project within TxDOT ROW. The Engineer will provide permitting documents and coordination for use in approval from TxDOT. All associated permit fees are the responsibility of the COSM. The project will be cleared environmentally through the County FM 621 Roadway Improvement project.

Task 15 – Quality Control

Engineer will provide internal Quality Assurance / Quality Control review of all work products. Reviews will be conducted for all deliverables. During these reviews, written comments and markups will be saved to the project files as backup and made available upon request. Following the Quality Control review of the project, a senior officer will review the submittal package before it is delivered to the City. This final look will make sure that the submittal package includes the items described in the scope of services and that the quality of that work is consistent with

**ATTACHMENT A**

company standards. Review of subconsultants' work will also be completed and review comments will be sent to subconsultants' for revisions, if necessary.

**Bid Phase**

Engineer will provide the following services during the Bid Phase of the Project.

**Task 16 – Project Management**

Engineer will provide monthly status reports and invoices to cover work completed as of the billing period. The status report will summarize work completed, list the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by the project team.

**Task 17 – Attend Pre-Bid Conference**

Engineer will attend pre-bid conference and be available to answer questions from interested parties. Specific questions may require written responses and issuance of addenda.

**Task 18 – Respond to Contractor Questions / Issue Addenda**

Engineer will respond to questions from prospective contractors and shall issue up to two (2) addenda as necessary to further explain or clarify the intent of the construction documents.

**Construction Phase**

Engineer will provide the following services during the Construction Phase of the Project.

**Task 19 – Project Management**

Engineer will provide monthly status reports, review and approve Contractor invoices for work completed as of the billing period. The status report will summarize work completed, list the work scheduled to be completed for the upcoming weeks, and identify any outstanding issues or decisions that must be resolved by the Contractor, Engineer, the City's representative and/or Utility representatives during the construction phase.

**Task 20 – Attend Pre-Construction and Construction Meetings**

The Engineer will attend the pre-construction meeting with the selected Contractor and City staff. This meeting is an opportunity to develop a good working relationship between the Contractor, Engineer, and City staff. This meeting will also answer questions and provide insight into the project that may add clarity to the construction drawings. During this meeting construction schedule and contract requirements may also be discussed.

**ATTACHMENT A**

The Engineer will be available to attend up to four (4) monthly construction meetings. These meetings will include construction status updates by the Contractor, discussion of any construction issues that may be resolved through interpretation of the construction drawings by the Engineer, and other construction related items. These meetings are to be scheduled and may be with short notice dependent on the level of urgency for resolution.

**Task 21 – Review Shop Drawings**

Engineer will review Shop Drawings and other submittals associated with the waterline and sidewalk improvements provided by the Contractor in accordance with the Construction Contract Documents. The Engineer will provide review of up to six (6) shop drawings submitted by the Contractor.

**Task 22 – Respond to Requests for Information**

Engineer will provide responses to up to six (6) Requests for Information (RFI) submitted by the Contractor as necessary to clarify the intent of the waterline and sidewalk construction documents. Responses will be provided within 2 working days of receipt and logged for recordkeeping purposes.

**Task 23 – Assist with Change Orders**

Engineer will assist with preparing up to two (2) change orders to address changed conditions associated with the waterline and sidewalk design and construction.

**Task 24 – Periodic Site Visits**

The Engineer will attend two (2) site visits to respond to Contractor or City related requests and/or to review construction.

**Task 25 – Substantial Completion Walk-Through and Punch List**

The Engineer will assist the City and attend one (1) walk-through scheduled by the Contractor to develop a list of items that may not be substantially complete, construction that has deviated from the plans, or other actions which have not specifically followed the details, specifications, or special provisions included with the construction drawings.

**Task 26 – Record Drawings**

The Engineer will prepare record drawings from information provided by the Contractor and the City Inspector concerning changes made in the field. Engineer will provide 1 – 22" x 34" Draft Record Drawing Set to inspectors for review. Engineer will provide one (1) electronic (PDF) copy, one (1) electronic copy of the CAD files, one 22" x 34" set, and one 11" x 17" set of the Final Record Drawings.

**ATTACHMENT A**

The final waterline alignment with all appurtenances will be converted to shapefiles so that the City can incorporate the improvements into its GIS system. Surface to grid conversion scale factor will be included for incorporation into GIS.

A post survey of the waterline construction will be conducted to obtain final as-built information associated with the improvements.

**Assumptions:**

The following assumptions have been used to create the above scope. If any of the assumptions change, additional authorization may be required.

- The project is anticipated to be included with the Hays County FM 621 Safety Improvements project. If the utility and sidewalk improvements are bid separately, additional services may be needed to produce additional construction drawings and bid documents.
- Submittal reviews from the City will be returned to Engineer within 4 weeks after submittal. Additional review time may add additional authorization.
- Lidar data will be provided by the City.
- No TCEQ permit or coordination is anticipated for the waterline.
- Fees for subconsultants not specifically identified in this proposal are not included.
- Preparation of survey field notes and/or easement exhibits not described above or specified in the subconsultants' proposals are not included.
- Additional survey areas or points not described above or specified in the subconsultants' proposals are not included.
- Draft submittals will include 4 hard copies and 1 PDF.
- Final submittal will include 2 hard copies, 1 PDF and 1 DGN.

**Exclusions:**

The following partial list of items are not in the above scope of services. Additional scoping and fees are required to provide the following excluded items:

- Associated permit fees are not included in the above Scope of Work.
- Geotechnical Services for design or construction phase services are not included in the above Scope of Work.
- No TDLR / RAS review fees are anticipated; estimated pedestrian costs are less than \$50,000.



**ATTACHMENT A-1**  
**Professional Land Surveying, Inc.**  
**Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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**VIA E-MAIL**

March 23, 2018

Kevin J. Hoffman, P.E.  
Transportation Department Manager  
RPS Klotz Associates  
4801 Southwest Parkway, Parkway 2, Suite 150  
Austin, Texas, 78735  
Tel: 512 328 5771  
Mobile: 713 478 2161  
Email: [Kevin.Hoffman@klotz.com](mailto:Kevin.Hoffman@klotz.com)

Re: Add Services for FM 621/Staples Road Roadway Project  
San Marcos, Texas

Dear Kevin:

We appreciate the opportunity to submit this proposal for additional surveying services associated with the referenced project. Based upon our understanding of your needs at this time, we propose to provide the following specific services:

Chaparral will perform additional services in support of a waterline along the south-west ROW adjacent to the FM 621 project from the Hills of Hays Subdivision to Old Bastrop Highway.

Scope shall consist of limited property records research, extension of project horizontal and vertical control, boundary surveys, design (topographic and tree) surveys, and legal descriptions with graphic exhibits for waterline easements and, if necessary, temporary construction easements. The approximate length of the survey is 6,600 feet. In addition, a post construction survey of the constructed waterline per COSM requirements will be performed. A more specific description of our proposed services follows:

**SURVEYING**

1. Horizontal and Vertical Control.

Establish additional primary and secondary horizontal and vertical control. Horizontal control will be based on State plane coordinates, South Central Zone adjusted to surface using the TxDOT Hays County Combined Surface Adjustment Factor (1.00013). Horizontal control will be based on NAD 83 (CORS). Vertical

control will be based on NAVD 88 (Geoid 09 or Geoid 12). All control work will be established using GPS (static / RTK / VRS) and conventional methods.

2. Topographic and Improvement Survey

- a. Perform a topographic survey including cross sections at 50-foot intervals within the proposed easement footprint (30 feet) and 20 feet beyond, for a total width of 50 feet.
- b. Prepare a Digital Terrain Model (DTM). The DTM will contain all break lines such as: edge of pavement, curbs, retaining walls, centerline of roadway, apparent right-of-way, ditches, culverts, driveways, rip-rap, changes of slope or grade breaks and spot shot elevations as needed to ensure that the model represents the terrain and adequately maps existing features.
- c. In addition to the DTM, the following will be performed to provide a 2D topographic mapping file:
  - Submit locate requests and locate utilities identified by Texas811 (DigTess).
  - Locate improvements within the survey area, including drive entrances, lane striping, x, y and z locations of accessible existing sanitary sewer and storm sewer lines, visible surface evidence of utilities, and signs (including text) within the project limits.
  - Locate trees 8" diameter and larger. Critical root zones (tree circles) will be shown in accordance with COA standards, unless other local or specific standards are provided to us. Client understands that certain species of trees may be difficult to identify, particularly in winter months, and the client should consider retaining an arborist to confirm the identification of certain trees in critical areas.

Notes:

- No underground utility connections will be located or shown.

### 3. EASEMENT DOCUMENTS

Based on the ROW footprint and waterline alignment, to be provided by client, prepare acquisition documents (metes and bounds and exhibit drawings) for use in acquisition. For the purposes of this proposal, we are assuming up to ten (10) descriptions. The following services will be provided:

- a. Recover the corner or angle point monuments pertinent to the proposed easement on the side line of each of the properties to be acquired.
- b. Utilizing the boundary surveys and the proposed waterline location provided by client, we will compute the boundaries of the easement parcels for each of the subject properties.
- c. Draft plats (exhibit drawings) for each of the easement parcels. The plats will be prepared on 8 1/2" x 11" pages at a scale not smaller than 1 inch equals 100 feet. A closure computation will be prepared for each of the plats.
- d. Prepare a metes and bounds description for each of the easement parcels. A closure computation will be prepared for each of the descriptions. Metes and bounds descriptions will indicate parent tract areas based on recorded information only.
- e. Plats, metes and bounds descriptions, and closure computations will be submitted to client for review. Upon the completion of review of all easement survey documents, Chaparral will make revisions as needed and address review comments. Corrected documents will be returned to client in final format.
- f. For each of the permanent easements, we will set easement corners using 1/2 inch rebar with yellow Chaparral caps stamped "Chaparral Boundary". Corners will be placed at property line intersections with the new easement, and at P.C.'s, P.T.'s and angle points on new easement within each of the acquisition parcels.
- g. Provide a final strip map in digital format.

#### Notes:

- Additional services may be required in resolving any boundary conflicts between owners.
- Easements provided to us by client, or shown on recorded subdivision plats adjacent to existing rights-of-way will be shown.

### 4. Post Construction As-Built Survey



Upon completion of construction, Chaparral will perform an as-built survey of the improvements. Only surface evidence of utility installation will be surveyed, including valves, hydrants, vents and other visibly apparent improvements. No SUE services, including probing, electromagnetic tracing or potholing will be performed. Elevations will not be collected.

## 5. Deliverables

Chaparral will deliver to the Client the following for this project:

- Control drawing on 11"x17" sheet(s) identifying the horiz/vertical control points and horiz/vert datum used. Drawing will be signed and sealed by a RPLS.
- Provide engineer with MicroStation V8i, 2D and 3D drawing files with an ASCII file.
- Provide signed and sealed copies of plats and metes and bounds descriptions.
- Provide engineer with MicroStation V8i, 2D drawing file of the easement parcels.

## 6. Additional Services

Chaparral will perform additional field and office survey work as requested by client on an hourly basis in accordance with our standard hourly rate schedule.

<u>Item</u>	<u>Fee Basis</u>	<u>Chaparral Fee</u>
Horizontal and Vertical Control	Hourly	\$ 2,500.00
Topographic and Improvement Survey	Hourly	\$ 8,500.00
Easement Documents	Hourly	\$ 9,500.00
Post Construction As-Built Survey	Hourly	\$ 2,500.00

## **Qualifications and Assumptions**

- Chaparral will perform research of adequate thoroughness to support the determination of the location of existing boundaries and, and will obtain subdivision plats or deeds of record for adjoining properties based upon current tax maps. Chaparral will not perform research to identify and obtain existing easement documents, except those shown on recorded subdivision plats.
- Sufficient Right-of-Way / boundary monumentation needed to control the survey is recoverable, and in good condition.



- There are no encroachments, overlaps, gores or other issues affecting the Right-of-Way / boundary lines.
- The client will assist, as needed, in securing permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.
- Chainsaw or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees within the existing ROW for this purpose. This statement will be included in all ROE documents. For those properties, if any, that do not allow trimming, additional services may be required to complete the survey.

We look forward to working with you on this project. Should you have any questions or require any additional information, please call.

Sincerely,



Paul L. Easley, RPLS  
Chaparral Professional Land Surveying, Inc.  
TBPLS FRN 10124500

## EXHIBIT 1 – Scope of Services and Deliverables

### ATTACHMENT A-2

#### SCOPE OF SERVICES

1. Stateside will identify the subject property, verified by the City or its representatives.
2. Stateside will research and verify ownership of approved parcel independent of Title Co.
3. Stateside will send an introductory letter by Certified Mail Return Receipt Requested (CMRRR) to the landowner/s:
  - a. Address as posted on tax documentation in the Hays County Tax Assessors Office.
  - b. Additional addresses as deemed appropriate or requested by landowner/s or landowner/s representative
    - i. Letter/s will include authorization for access (Right of Entry “ROE”) for agents of the County
      1. Stateside Agents
      2. City Staff
      3. Engineer and Surveyor/s (as provided by the City)
      4. Appraiser/s
    - ii. Landowner Bill of Rights
    - iii. Information About Brokerage Services
    - iv. Acknowledgement of Receipt
4. Title verification
  - a. Title Co. will provide a Title Commitment (will verify accuracy of Stateside’s inquisition concerning ownership; acts as a quality control check)
  - b. Title Co. will provide copies of all documents on the following.
    - i. Schedule A
    - ii. Schedule B
    - iii. Schedule C
5. Stateside will provide information to subcontractors for the following services:
  - a. Title Co.
  - b. Appraisal (Appraiser and/or Appraisal Co.)
  - c. Appraisal Review (Unrelated Appraiser and/or Appraisal Co. to review appraisal report for accuracy)
  - d. Surveyor (as provided by the City)
6. Stateside will send an initial offer letter by Certified Mail Return Receipt Requested (CMRRR) to the landowner/s:
  - a. Address as posted on tax documentation in the Hays County Tax Assessors Office.
  - b. Additional addresses as deemed appropriate or requested by landowner/s or landowner/s representative
    - i. Letters to include:
      1. Offer Letter
      2. Appraisal Report
      3. Landowner Bill of Rights
      4. Information About Brokerage Services
      5. Memorandum Of Agreement

## EXHIBIT 1 – Scope of Services and Deliverables

### ATTACHMENT A-2

6. General Warranty Deed or Right of Way/Easement Agreement
    - a. Survey attached
      - i. Exhibit A – Metes and Bounds Description
      - ii. Exhibit B – Plat depicting boundaries
  7. Acknowledgement of Receipt
7. Stateside will send a final offer letter by CMRRR to landowner/s:
- a. Address as posted on tax documentation in the Hays County Tax Assessors Office.
  - b. Additional addresses as deemed appropriate or requested by landowner/s or landowner/s representative
    - i. Letters to include:
      1. Final Offer Letter
      2. Appraisal Report
      3. Landowner Bill of Rights
      4. Information About Brokerage Services
      5. Memorandum of Agreement
      6. General Warranty Deed or Right of Way/Easement Agreement
        - a. Survey attached
          - i. Exhibit A – Metes and Bounds Description
          - ii. Exhibit B – Plat depicting boundaries
      7. Acknowledgement of Receipt

8. Appendices related to regulations of the above work

#### **1.0 Real Estate Appraisal Service**

- 1.0.1 Stateside must select Appraisers from the list of TxDOT Certified Appraisers. The list can be accessed at:  
<http://www.txdot.gov/business/opportunities/real-estate-appraisers.html>
- 1.0.2 Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the Stateside's Project Manager in order to coordinate the Appraiser's inspection with the staff and the property owner.
  - 1.0.2.1 Stateside shall prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property. The written contact documents must use acceptable TxDOT forms and the records of contact must be part of the parcel file.
  - 1.0.2.2 With the information from the Appraiser, Stateside shall secure written permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Stateside is unable to secure the necessary letter of permission from the property owner, a written waiver must be obtained from the City. The permission letters should be incorporated into the appraisal reports.
- 1.0.3 The assignment for an initial and update appraisal are two separate and distinct

**ATTACHMENT A-2**

appraisal assignments.

- 1.0.4 For an initial appraisal assignment, the Appraiser shall prepare an appraisal report for each parcel to be acquired utilizing applicable TxDOT Forms. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
- 1.0.5 For an updated appraisal, the Appraiser shall prepare an updated appraisal report for each parcel to be acquired utilizing applicable TxDOT Forms. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- 1.0.6 As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- 1.0.7 All completed appraisals will be administratively reviewed and recommended for approval by the City.
- 1.0.8 Stateside coordinates with the Review Appraiser regarding revisions, comments, or additional information that may be required. The Review Appraiser will then coordinate with the Appraiser.
- 1.0.9 Beyond delivery of the appraisal assignments, the Appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony are separate from the initial and update assignment.

**1.1 Real Estate Appraisal Review Service**

- 1.1.1 Stateside must select Review Appraisers from the list of TxDOT Certified Appraisers.

The list can be accessed at:

<http://www.txdot.gov/business/opportunities/real-estate-appraisers.html>

- 1.1.2 Review Appraiser shall review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with TxDOT policies and procedures and the Uniform Standards of Professional Appraisal Practice.
- 1.1.3 Review Appraiser will prepare and submit applicable TxDOT Forms for each appraisal review assignment to the Stateside Project Manager.
- 1.1.4 The assignment for the review of an initial and update appraisal are two separate and distinct appraisal review assignments.

**ATTACHMENT A-2**

- 1.1.5 While extremely rare, beyond delivery of the review appraisal assignments, if the Review Appraiser is called to provide preparation or testimony for a Special Commissioners Hearing the fee for the preparation time and testimony are separate from the initial and update appraisal review assignment.

**1.2 Negotiation Services**

- 1.2.1 Stateside shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform the City of methods to cure title deficiencies. This includes analysis of access easements.
- 1.2.2 Secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as Abstractor's Fees) these costs will be reimbursed to Stateside as a pass through against the authorized amount of the contract.
- 1.2.3 Stateside shall analyze appraisal and appraisal review reports and confirm the approved value prior to making offer for each parcel.
- 1.2.4 Stateside shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- 1.2.5 Stateside shall issue Property Owner's Survey to the property owner.
- 1.2.6 Stateside shall prepare all required forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)
- 1.2.7 Stateside must send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for auditing purposes.
- 1.2.8 Stateside shall respond to property owner inquiries verbally and in writing within two (2) business days.
- 1.2.9 Stateside shall prepare a separate negotiator contact report for each parcel, per contact.
- 1.2.10 The curative services necessary to provide a clear title to the City are the responsibility of Stateside and thus are part of Stateside's fee for Negotiation Services and Condemnation Support Services.
  - 1.2.10.1 Curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the City.

**ATTACHMENT A-2**

Incidental expenses not paid to the Title Company will be reimbursed as a pass through cost.

- 1.2.11 Stateside has direct contact with the Title Company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the Parcel Payment through the City.
- 1.2.12 All original documents generated or received by Stateside must be made part of the file, this includes copies or working file documents. Stateside will maintain parcel files of all documentation related to the purchase of the real property or property interests
- 1.2.13 Stateside performs closing services in conjunction with the Title Company through the closings.
- 1.2.14 Stateside shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The actual cost of recording fees will be reimbursed as a pass through.
- 1.2.15 Stateside shall advise property owner of the Administrative Settlement process, assist them with the preparation of a counter offer package, and shall transmit to the City any written counter offer from property owners including, supporting documentation and written comments with regard to Administrative Settlements in accordance with TxDOT policy and procedures.
- 1.2.16 Stateside shall secure title insurance for all parcels acquired, insuring acceptable title to the City. Written approval by the City is required for any exception. There should not be any charges at this point, but if there are charges (such as Abstractor's Fees) these costs will be reimbursed as a pass through.
- 1.2.17 Stateside shall prepare the final offer letter, and mail the documents of conveyance by CMRRR.
- 1.2.18 Stateside shall appear and provide Expert Witness testimony as required.

## EXHIBIT 1 – Scope of Services and Deliverables

### ATTACHMENT A-2

### EXHIBIT B COMPENSATION

#### **FEE SCHEDULE**

Acquisition of Easement	\$ 5,500.00
Survey of Property or Easement	Provided by RPS
Title Curative	\$ 1,000.00
Appraisal of Property	\$ 3,500.00
Waiver Valuation (If no Appraisal)	<u>\$ 750.00</u>
<b>TOTAL</b>	<b>\$10,00.00</b>

#### **Milestone Payments:**

The fees will be submitted on a milestone basis:

- Set up Fee 20% per **Acquisition**
  - Acquisition
    - Offer Packet to the County 20%
    - Counter Offer/Offer Accepted 20%
    - Final Offer/Closing 30%
    - File Close out/Submit for ED 10%
- Set up Fee **Title/Closing** 50%
  - Final Offer/Closing 40%
  - File Close out/Submit for ED 10%

Partial payments for services rendered shall be made monthly, based upon monthly statements submitted by the Consultant to the Client. Final payment for services authorized shall be due upon completion of services and the submission by the Consultant of a final invoice.

**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**

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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

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**EXHIBIT 3**  
**DETAILED FEE SCHEDULE**

**ATTACHMENT B  
FEE SCHEDULE  
PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES  
METHOD OF PAYMENT: TIME AND MATERIALS - AMOUNT NOT TO EXCEED**



**PRIME PROVIDER NAME:** RPS  
**PROJECT NAME:** City of San Marcos - Staples Road Waterline - Utility Improvements  
**PROJECT LIMITS:** Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

PHASE 1 - PRELIMINARY ENGINEERING PHASE (30%)		TASK DESCRIPTION	PRINCIPAL	SR. PROJECT MANAGER	PROJECT ENGINEER	ASSOC. ENG. (EIT)	DESIGNER	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS
<b>TASK 1: PROJECT MANAGEMENT</b>									
GENERAL PROJECT MANAGEMENT AND MONTHLY STATUS REPORTS (3 months)			2	12	3			3	20
<b>TASK 2: PROJECT MEETINGS</b>									
PROJECT MEETINGS (1)				3	3			1	7
MEETING NOTES (Gather, Organize, Create, and Distribute)				1	2			2	5
<b>TASK 3: DATA COLLECTION / REVIEW</b>									
DATA COLLECTION / REVIEW (Including Records Request, Research, Compilation)				1	4	8	4		17
FIELD REVIEW (Confirm Previous Survey & Lidar Data) (2 RPS Staff)				1	2	2			5
<b>TASK 4: DESIGN SURVEY (BY OTHERS - SEE SUBCONSULTANT SCOPE &amp; FEE)</b>									
									-----
<b>TASK 5: PRELIMINARY DESIGN DRAWINGS</b>									
PRELIMINARY DRAWINGS (30%) (1"=50' H, 1" = 10' V) (Sidewalk/Turn Lane included on County Plans)			1	2	6	12	12	4	37
<b>TASK 6: EASEMENT AND LAND ACQUISITION (BY OTHERS - SEE SUBCONSULTANT SCOPE &amp; FEE)</b>									
									-----
<b>TASK 7: PERMITTING</b>									
PERMIT SUPPORT (Coordination of Permitting Requirements beyond County Roadway Project)				1	1	2			4

**ATTACHMENT B  
FEE SCHEDULE  
PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES  
METHOD OF PAYMENT: TIME AND MATERIALS - AMOUNT NOT TO EXCEED**



PRIME PROVIDER NAME: RPS  
PROJECT NAME: City of San Marcos - Staples Road Waterline - Utility Improvements  
PROJECT LIMITS: Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

PHASE 1 - PRELIMINARY ENGINEERING PHASE (30%) (CONTINUED)										TOTAL LABOR HRS. & COSTS
<b>TASK 8: UTILITY COORDINATION</b>										
IDENTIFY UTILITY PROVIDERS						1				5
DOCUMENT POTENTIAL UTILITY CONFLICTS						2				6
SCHEDULE AND CONDUCT UTILITY COORDINATION MEETINGS (1 Meeting)						4				10
PLAN AND MEETING MINUTE SUBMITTALS (2)						2				6
<b>TASK 9: PRELIMINARY CONSTRUCTION COST ESTIMATE</b>										
PRELIMINARY (30%) ENGINEER'S CONSTRUCTION COST ESTIMATE						1				4
<b>TASK 10: QUALITY ASSURANCE / QUALITY CONTROL</b>										
QUALITY CONTROL REVIEW (Schematic and Plan & Profile Submittals) (2)						2				8
<b>HOURS SUB-TOTALS</b>										
CONTRACT RATE PER HOUR						33				134
SUBTOTAL LABOR COSTS						\$160.00				\$90.00
						\$5,175.00				\$1,440.00
PER LABOR COST										\$19,995.00
<b>PER PHASE DIRECT EXPENSES</b>										
Mileage (number x current state rate)						300				\$160.50
Courier Services (Deliveries)						1				\$50.00
Printing (8 1/2" X 11")						100				\$5.00
Printing (11" X 17")						100				\$15.00
SUBTOTAL PER PHASE DIRECT EXPENSES										\$230.50
<b>OTHER ADDITIONAL SERVICES (BY OTHERS - SEE SUBCONSULTANT SCOPE &amp; FEE)</b>										
Design Survey - Chaparral P.L.S., Inc.										\$12,100.00
Easement Acquisition - Stateside ROW										\$11,000.00
SUBTOTAL PER PHASE SUBCONSULTANT EXPENSES										\$23,100.00
<b>PER PHASE SUMMARY</b>										
TOTAL LABOR COSTS						\$	19,995.00			
TOTAL SUBCONSULTANT & EXPENSES						\$	23,330.50			
<b>PRELIMINARY ENGINEERING PHASE TOTAL</b>						<b>\$</b>	<b>43,325.50</b>			

**ATTACHMENT B  
FEE SCHEDULE  
PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES  
METHOD OF PAYMENT: TIME AND MATERIALS - AMOUNT NOT TO EXCEED**

RPS

**PRIME PROVIDER NAME:** RPS  
**PROJECT NAME:** City of San Marcos - Staples Road Waterline - Utility Improvements  
**PROJECT LIMITS:** Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

PHASE 2 - DESIGN PHASE		TASK DESCRIPTION	PRINCIPAL	SR. PROJECT MANAGER	PROJECT ENGINEER	ASSOC. ENG. (EIT)	DESIGNER	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS
<b>TASK 11: PROJECT MANAGEMENT &amp; MEETINGS</b>									
GENERAL PROJECT MANAGEMENT AND MONTHLY STATUS REPORTS (6 months)			2	24		6		6	38
PROJECT MEETINGS (3)				9		9		3	21
PUBLIC MEETINGS EXHIBITS (2)				1		2	4	1	8
PUBLIC MEETINGS (1 Public Meeting w/ one (2) RPS staff in attendance to discuss the new waterline)				1		1			2
MEETING NOTES (Gather, Organize, Create, and Distribute)				2		8		4	14
<b>TASK 12: FINAL DESIGN DRAWINGS (60%, 90%, and Final 100% Construction Documents)</b>									
<b>60% Design Submittal</b>									
PRELIMINARY PLANS (30%) COMMENTS (Address comments and markups)					1	2	4	1	8
DEVELOP PLAN & PROFILE DRAWINGS (Trunk line, valves, hydrants, connecting waterline locations)				1	8	52	88	4	153
COVER, INDEX, NOTES (2), SUMMARIES, STANDARD DETAIL SHEETS (6)				1	6	18	36	6	67
EROSION SEDIMENTATION CONTROL SHEETS, DETAILS (6)					3	8	16	2	29
REMOVAL PLANS INCLUDING LIMITS-OF-CONSTRUCTION AND DEFINITION OF FEATURES					2	2	4		8
STANDARD DETAILS, SPECIFICATIONS, SPECIAL PROV. LIST, DRAFT CONSTRUCTION SCHEDULE				1	4	6	6	6	23
OPINION OF PROBABLE COST FOR 60% SUBMITTAL (15% Contingency)				1	2	8	8		19
* Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables									
<b>90% Design Submittal</b>									
PLAN REVIEW (60%) COMMENTS (Address comments and markups)				2	4	6	8	2	22
DEVELOP PLAN & PROFILE DRAWINGS				1	6	32	32	4	75
FINALIZE COVER, LAYOUT / INDEX, NOTES, SUMMARIES, STD DETAIL SHEETS					4	8	24	2	38
FINALIZE EROSION SEDIMENTATION CONTROL SHEETS, DETAILS					2	8	10	2	22
FINALIZE REMOVAL PLANS					2	2	4		8
FINALIZE STANDARD DETAILS, SPECIAL PROVISIONS, PRE-FINAL CONSTR SCHED				2	4	8	12	6	32
OPINION OF PROBABLE COST FOR 90% SUBMITTAL (10% Contingency)				1	2	4	4		11
* Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables									
<b>99% Pre-Final Design Submittal</b>									
UPDATE QUANTITIES FOR EACH PLAN SHEET				1		3	2		6
ADDRESS ALL COMMENTS				2	4	6	6	2	20
UPDATED ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (5% Contingency)				1	1	2	2		6
UPDATED CONSTRUCTION SCHEDULE (Using updated quantities and identifying construction duration)				2	2				4
* Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables									
<b>100% Final Design</b>									
FINAL COVER, LAYOUT / INDEX, NOTES (2), STD DETAILS (6)					1	4	2		7
FINAL ESC DETAILS, ESC SHEETS (5)					1	4	2		7
FINAL EDITS AND CLEANUP					1	2	4		7
FINAL SHEET REVIEW AND CORRECTIONS				1	2	4	6	2	15
FINAL CONSTRUCTION COST ESTIMATE (5% Contingency)				1	2	2	1		6
* Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables									

ATTACHMENT B  
FEE SCHEDULE  
PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES  
METHOD OF PAYMENT: TIME AND MATERIALS - AMOUNT NOT TO EXCEED



PRIME PROVIDER NAME: RPS  
PROJECT NAME: City of San Marcos - Staples Road Waterline - Utility Improvements  
PROJECT LIMITS: Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

PHASE 2 - DESIGN PHASE (CONTINUED)									
TASK DESCRIPTION	PRINCIPAL	SR. PROJECT MANAGER	PROJECT ENGINEER	ASSOC. ENG. (EIT)	DESIGNER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS		
TASK 13: PREPARE TECHNICAL SPECIFICATIONS AND BID FORM PREPARE TECHNICAL SPECIFICATIONS AND BID ITEMS (Included in County Project)		2	4	16		12	34		
TASK 14: PROJECT PERMITTING INVESTIGATION AND PERMITTING COORDINATE W/ TXDOT ON REQUIRED DOCUMENTATION FOR IMPROVEMENTS IN TXDOT ROW		1	4	4			9		
TASK 15: QUALITY ASSURANCE / QUALITY CONTROL QUALITY CONTROL REVIEW (60%, 90%, Pre-Final 99%, and Bid Document Submittals) FINAL SENIOR MANAGER REVIEW (Internal RPS "Final Look")	4	16	8	8	8	4	44 4		
HOURS SUB-TOTALS	6	74	80	245	293	69	767		
CONTRACT RATE PER HOUR	\$275.00	\$225.00	\$160.00	\$115.00	\$125.00	\$90.00			
SUBTOTAL LABOR COSTS	\$1,650.00	\$16,650.00	\$12,800.00	\$28,175.00	\$36,625.00	\$6,210.00	\$102,110.00		
LABOR COST							\$102,110.00		
DETAILED DESIGN PHASE DIRECT EXPENSES									
	# OF UNITS	COST / UNIT							
Mileage (number x current state rate)	210	\$0.535					\$112.35		
Courier Services (Deliveries)	1	\$50.00					\$50.00		
Printing (8 1/2" X 11")	500	\$0.05					\$25.00		
Printing (11" X 17")	300	\$0.15					\$45.00		
Printing (22" X 34")	50	\$1.30					\$65.00		
SUBTOTAL DETAILED DESIGN PHASE DIRECT EXPENSES							\$297.35		
OTHER ADDITIONAL SERVICES (BY OTHERS - SEE SUBCONSULTANT SCOPE & FEE)									
	BASE COST	MARKUP (10%)							
Parcel, Metes & Bounds - Chaparral P.L.S., Inc.	\$9,500.00	\$950.00					\$10,450.00		
SUBTOTAL PER PHASE SUBCONSULTANT EXPENSES							\$10,450.00		
DETAILED DESIGN PHASE SUMMARY									
TOTAL LABOR COSTS		\$	102,110.00						
TOTAL SUBCONSULTANT & EXPENSES		\$	10,747.35						
DESIGN PHASE TOTAL		\$	112,857.35						

**ATTACHMENT B  
FEE SCHEDULE**

**PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES**

**METHOD OF PAYMENT: TIME AND MATERIALS - AMOUNT NOT TO EXCEED**



**PRIME PROVIDER NAME:** RPS  
**PROJECT NAME:** City of San Marcos - Staples Road Waterline - Utility Improvements  
**PROJECT LIMITS:** Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

BID PHASE		TASK DESCRIPTION	PRINCIPAL	SR. PROJECT MANAGER	PROJECT ENGINEER	ASSOC. ENG. (EIT)	DESIGNER	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS
TASK 16: PROJECT MANAGEMENT									
	1	PROJECT MANAGEMENT (3 months)		6					7
TASK 17: ATTEND PRE-BID CONFERENCE									
		ATTEND PRE-BID CONFERENCE (2 Consultant Staff Members)			4	4		2	10
TASK 18: RESPOND TO CONTRACTOR QUESTIONS / ISSUE ADDENDA									
		RESPOND TO QUESTIONS / ISSUE ADDENDA (2 MAX UNLESS DESIGN ISSUE)			6	6	4	2	18
HOURS SUB-TOTALS				6	10	10	4	4	35
CONTRACT RATE PER HOUR			\$275.00	\$225.00	\$160.00	\$115.00	\$125.00	\$90.00	
SUBTOTAL LABOR COSTS			\$275.00	\$1,350.00	\$1,600.00	\$1,150.00	\$500.00	\$360.00	\$5,235.00
LABOR COST									\$5,235.00
BID PHASE DIRECT EXPENSES			# OF UNITS	COST / UNIT					
		Mileage (number x current state rate)	210	\$0.535					\$112.35
		Courier Services (Deliveries)	2	\$50.00					\$100.00
		Printing (8 1/2" X 11")	500	\$0.05					\$25.00
		Printing (11" X 17")	450	\$0.15					\$67.50
		Printing (22" X 34")	100	\$1.30					\$130.00
SUBTOTAL BID PHASE DIRECT EXPENSES									
BID PHASE SUMMARY									
		TOTAL LABOR COSTS	\$	5,235.00					
		TOTAL EXPENSES	\$	434.85					
		<b>BID PHASE TOTAL</b>	<b>\$</b>	<b>5,669.85</b>					

**ATTACHMENT B  
FEE SCHEDULE**

**PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES**

**METHOD OF PAYMENT: TIME AND MATERIALS - AMOUNT NOT TO EXCEED**



**PRIME PROVIDER NAME:** RPS  
**PROJECT NAME:** City of San Marcos - Staples Road Waterline - Utility Improvements  
**PROJECT LIMITS:** Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

CONSTRUCTION PHASE	TASK DESCRIPTION	PRINCIPAL	SR. PROJECT MANAGER	PROJECT ENGINEER	ASSOC. ENG. (EIT)	DESIGNER	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS
CONSTRUCTION PHASE	TASK : PROJECT MANAGEMENT							
	PROJECT MANAGEMENT (4 months)	1	12				6	19
	TASK 21: ATTEND PRE-CONSTRUCTION AND CONSTRUCTION MEETINGS							
	PRE-CONSTRUCTION MEETING			2	2			4
	CONSTRUCTION MEETINGS (4)			8	8		4	20
	TASK 22: REVIEW SHOP DRAWINGS							
	REVIEW SHOP DRAWINGS (up to 6)			6	6			12
	TASK 23: RESPOND TO RFI							
	RESPOND TO RFI (up to 6)			6	12			18
	TASK 24: ASSIST WITH CHANGE ORDERS							
CONSTRUCTION PHASE	ASSIST WITH CHANGE ORDERS (up to 2)	1	2		4		4	11
	TASK 25: PERIODIC SITE VISITS							
	PERIODIC SITE VISITS (2)		2	2	2			6
	TASK 26: SUBSTANTIAL COMPLETION WALK-THROUGH AND PUNCH LIST							
	SUBSTANTIAL COMPLETION WALK-THROUGH AND PUNCH LIST			4	4			8
	TASK 27: RECORD DRAWINGS							
	RECORD DRAWINGS (Include shape files, as-built survey, as-built drawings, electronic files and PDF.)	1	2	4	10	24	2	43
	HOURS SUB-TOTALS	3	18	32	48	24	16	141
	CONTRACT RATE PER HOUR	\$275.00	\$225.00	\$160.00	\$115.00	\$125.00	\$90.00	\$19,955.00
	SUBTOTAL LABOR COSTS	\$825.00	\$4,050.00	\$5,120.00	\$5,520.00	\$3,000.00	\$1,440.00	\$19,955.00
LABOR COST								\$19,955.00
CONSTRUCTION PHASE	CONSTRUCTION PHASE DIRECT EXPENSES							
	Mileage (number x current state rate)	560	\$0.535					\$299.60
	Courier Services (Deliveries)	1	\$50.00					\$50.00
	Printing (8 1/2" X 11")	500	\$0.05					\$25.00
	Printing (11" X 17")	450	\$0.15					\$67.50
	Printing (22" X 34")	450	\$1.30					\$585.00
	SUBTOTAL CONSTRUCTION PHASE DIRECT EXPENSES							\$1,027.10
	OTHER ADDITIONAL SERVICES (BY OTHERS - SEE SUBCONSULTANT SCOPE & FEE)							
	Post Construction Survey - Chaparral P.L.S., Inc.							\$2,750.00
	SUBTOTAL CONSTRUCTION PHASE SUBCONSULTANT EXPENSES							\$2,750.00
CONSTRUCTION PHASE SUMMARY								
TOTAL LABOR COSTS		\$	19,955.00					
TOTAL SUBCONSULTANT & EXPENSES		\$	3,777.10					
CONSTRUCTION PHASE TOTAL		\$	23,732.10					
GRAND TOTAL		\$	185,584.80					

**EXHIBIT 4**  
**PROJECT SCHEDULE**



## EXHIBIT 4 – Project Schedule

ATTACHMENT C - PROJECT SCHEDULE

Staples Road Waterline Utility Improvements

City of San Marcos

ID	Task	Task Name	Duration	Start	Finish	Predecessors	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
1		PHASE 1 - PRELIMINARY ENGINEERING (30%)	56 days	Tue 6/12/18	Tue 8/28/18																							
2		Project Management	56 days	Tue 6/12/18	Tue 8/28/18																							
3		Data Collection	5 days	Tue 6/12/18	Mon 6/18/18																							
4		Design Survey	15 days	Tue 6/12/18	Mon 7/2/18																							
5		Easement and Land Acquisition	56 days	Tue 6/12/18	Tue 8/28/18																							
6		30% Design Drawings	43 days	Tue 6/12/18	Thu 8/9/18																							
7		Evaluate Existing Utilities	2 days	Tue 6/12/18	Wed 6/13/18																							
8		Add Sidewalk / Turn Lane to County Sheets (11"=50', 11" x 17")	5 days	Thu 6/14/18	Wed 6/20/18	7																						
9		Update Estimate of Probable Cost	1 day	Thu 6/21/18	Thu 6/21/18	8																						
10		QA/QC	5 days	Fri 6/22/18	Thu 6/28/18	9																						
11		City Review	30 days	Fri 6/29/18	Thu 8/9/18	10																						
12		PHASE 2 - DESIGN (60% / 90% / 99% / 100%)	155 days	Fri 8/10/18	Thu 3/14/19																							
13		Project Management	126 days	Fri 8/10/18	Fri 2/1/19	11																						
14		Parcel Development w/ Metes & Bounds	20 days	Fri 8/10/18	Thu 9/6/18	11																						
15		Easement and Land Acquisition	107 days	Fri 8/10/18	Mon 1/7/19	11																						
16		Permitting	63 days	Wed 10/31/18	Fri 1/25/19	26																						
17		60% Design	58 days	Fri 8/10/18	Tue 10/30/18																							
18		Update Utility Layouts (Plan & Profile)	15 days	Fri 8/10/18	Thu 8/30/18	11																						
19		Prepare Erosion & Sedimentation / Tree Protection Layouts	10 days	Fri 8/17/18	Thu 8/30/18	18SS+5 days																						
20		Develop Quantity Tables	2 days	Fri 8/31/18	Mon 9/3/18	19																						
21		General Notes	2 days	Tue 9/4/18	Wed 9/5/18	20																						
22		Standard Details & Specifications	2 days	Thu 9/6/18	Fri 9/7/18	21																						
23		Construction Schedule	2 days	Tue 9/4/18	Wed 9/5/18	20																						
24		Update Estimate of Probable Cost	2 days	Tue 9/4/18	Wed 9/5/18	20																						
25		QA/QC	7 days	Mon 9/10/18	Tue 9/18/18	22																						
26		City Review	30 days	Wed 9/19/18	Tue 10/30/18	25																						
27		90% Design	47 days	Wed 10/31/18	Thu 1/3/19																							
28		Address 60% Review Comments	3 days	Wed 10/31/18	Fri 11/2/18	26																						
29		Update Utility Layouts w/ Details	5 days	Mon 11/5/18	Fri 11/9/18	28																						
30		Update Erosion & Sedimentation / Tree Protection Layouts	3 days	Wed 11/7/18	Fri 11/9/18	29SS+2 days																						
31		Lable & Tabulate Quantities for Each Plan Sheet	2 days	Mon 11/12/18	Tue 11/13/18	30																						
32		Update General Notes, Standard Details & Specifications	2 days	Wed 11/14/18	Thu 11/15/18	31																						
33		Update Construction Schedule	1 day	Wed 11/14/18	Wed 11/14/18	31																						
34		Update Estimate of Probable Cost	1 day	Thu 11/15/18	Thu 11/15/18	33																						
35		QA/QC	5 days	Fri 11/16/18	Thu 11/22/18	34																						
36		City Review	30 days	Fri 11/23/18	Thu 1/3/19	35																						
37		99% Design	31 days	Fri 1/4/19	Fri 2/15/19																							
38		Address 90% Review Comments	3 days	Fri 1/4/19	Tue 1/8/19	36																						
39		Final Utility Layouts	4 days	Wed 1/9/19	Mon 1/14/19	38																						
40		Final Erosion & Sedimentation / Tree Protection Layouts	2 days	Fri 1/11/19	Mon 1/14/19	39SS+2 days																						
41		Final Quantities	1 day	Tue 1/15/19	Tue 1/15/19	40																						
42		Final Construction Schedule	1 day	Wed 1/16/19	Wed 1/16/19	41																						
43		Final Estimate of Probable Cost	1 day	Wed 1/16/19	Wed 1/16/19	41																						
44		Final General Notes, Standard Details & Specifications	2 days	Thu 1/17/19	Fri 1/18/19	43																						
45		QA/QC	5 days	Mon 1/21/19	Fri 1/25/19	44																						
46		City Review	15 days	Mon 1/28/19	Fri 2/15/19	45																						
47		100% Design	19 days	Mon 2/18/19	Thu 3/14/19																							
48		Sign & Seal Construction Drawings	3 days	Mon 2/18/19	Wed 2/20/19	46																						
49		Prepare Bid Tab & Bid Form	2 days	Thu 2/21/19	Fri 2/22/19	48																						
50		QA/QC	4 days	Mon 2/25/19	Thu 2/28/19	49																						
51		City Review	10 days	Fri 3/1/19	Thu 3/14/19	50																						
52		PHASE 3 - BID PHASE	78 days	Fri 3/15/19	Tue 7/2/19																							
53		Project Management	78 days	Fri 3/15/19	Tue 7/2/19	51																						
54		Attend Pre-Bid Conference	1 day	Thu 4/11/19	Thu 4/11/19	53SS+19 days																						
55		Respond to Questions / Issue Addenda	10 days	Fri 4/12/19	Thu 4/25/19	54																						
56		Review Responsive Bids	5 days	Fri 4/26/19	Thu 5/2/19	55																						
57		PHASE 4 - CONSTRUCTION PHASE	110 days	Mon 5/6/19	Fri 10/4/19																							
58		Project Management	110 days	Mon 5/6/19	Fri 10/4/19																							
59		Attend Pre-Construction Meeting	1 day	Mon 5/6/19	Mon 5/6/19	58SS																						
60		Construction of Waterline	84 days	Tue 5/7/19	Fri 8/30/19	59																						
61		Walk Through & Punch List	4 days	Mon 9/2/19	Thu 9/5/19	60																						
62		Post Construction Survey	10 days	Fri 9/6/19	Thu 9/19/19	61																						
63		Record Drawings	10 days	Fri 9/20/19	Thu 10/3/19	62																						

Project: Exhibit C Staples Road Wa

Date: Fri 5/11/18

Task Split

Milestone Summary

External Milestone Inactive Milestone

Project Summary External Tasks

Manual Summary Rollup Manual Summary

Manual Task Duration-only

Start-only Finish-only

Deadline Progress

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