

**AGREEMENT BETWEEN
THE CITY OF SAN MARCOS
AND PROFESSIONAL FIRM**

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

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

and

The Professional Firm: **Jacobs Project Management Company**

for

The Project: **Project Management Services for City of San Marcos Facilities, 218-279**

Owner Standard Terms and Conditions: Parties have read and agree to be bound by the General Terms and Conditions as revised and attached hereto.

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 generally accepted 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, and such re-performance of services shall be the extent of Professional Firm's obligations with respect to

any deficient services.

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. Professional Firm shall be entitled to reasonably rely on such information.

The Owner will review the Professional Firm's drawings, specifications and other documents of service produced by Professional Firm 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 Steve Parker, 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:

Steve Parker
Assistant City Manager
630 East Hopkins Street
San Marcos, Texas 78666
Ph.: 512-393-8106
E-mail: sparker@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 (7) calendar days' notice period. This Agreement may be terminated by the Owner's City Manager or City Manager's Designee for any reason upon fifteen (15) calendar days' written notice to Professional Firm.

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Professional Firm hereby certifies that it 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's City Manager or City Manager's Designee may terminate the Agreement at any time upon thirty (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 Street
San Marcos, Texas 78666
Attn: City Purchasing Manager's Office
cosmpurchasing@sanmarcostx.gov

With Copies to: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Attorney's Office
LegalInfo@sanmarcostx.gov

If to Professional Firm: Jacobs Project Management Company
911 Central Parkway North, Suite 425
San Antonio, Texas 78232
210-494-0088

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 of Change in Services Form in **Exhibit 2** to do so. The Authorization of 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 intentionally wrongful 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 include Package 1, Package 2A, and Package 3 as stipulated in the Fee Proposal, **Exhibit 3**, for the amount not exceed two million two hundred ninety nine thousand dollars and no cents (\$2,299,000.00).

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, TX

PROFESSIONAL FIRM:
JACOBS PROJECT MANAGEMENT COMPANY

By: _____
Signature

By: _____
Signature

Name

Name

Title: C i t y M a n a g e r

Title: _____

Date: _____

Date: _____

Attachment – City of San Marcos Standard Terms and Conditions

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

City of San Marcos
Standard Terms and Conditions

By entering into an agreement with the City, Contractor agrees to be governed by the following terms and conditions.

1. Definitions.

- a. Agreement means any contract, agreement, purchase order, response to production or any other document which references these Terms and Conditions.
- b. Contractor means any individual, company, corporation or other legal entity who has entered into an Agreement with the City.
- c. City means the City of San Marcos, Texas.
- d. Deliverables shall have the same definition, if applicable, as found in the Agreement. If not defined in the Agreement, Deliverables shall mean any goods, whether tangible, digital, or otherwise, contracted for and due to City under the Agreement.
- e. Services shall have the same definition, if applicable, as found in the Agreement. If not defined in the Agreement, Services shall mean any required performance by Contractor, contracted for and due to City under the Agreement.

2. Workforce. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.

3. Payments. City will pay Contractor for goods and services in accordance with Chapter 2251, *Texas Government Code*. City, a municipality in the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

4. Limit on Value. Contractor acknowledges and agrees that the total aggregate value of the Agreement together with any related change orders, amendments, or addendums will not exceed forty-nine thousand nine hundred ninety-nine dollars and ninety-nine cents (\$49,999.99) without the approval of the City Council of the City.

5. Right to Audit.

- a. Contractor agrees that the representatives of the Finance Department of the City or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- b. The Contractor shall include Section a. above in all subcontractor agreements entered into in connection with the Agreement.

6. Access to Premise and City Rules. Contractor will conduct all its operations on the City's premises in conformity with all applicable federal and state laws, rules and regulations, and local ordinances and rules including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

7. Travel Expenses. No travel, lodging or per diem expenses in connection with the Agreement will be reimbursed unless both the City and the Contractor come to written agreement on the terms of such reimbursement.

8. **Warranty- Title.** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
9. **Warranty- Deliverables.** The Contractor warrants and represents that all Deliverables sold the City under the Agreement shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Agreement, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Agreement, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- a. Recycled Deliverables shall be clearly identified as such.
 - b. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - c. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the nonconforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - d. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Agreement from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - e. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
10. **Warranty- Services.** The Contractor warrants and represents that all services to be provided the City under the Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.
- a. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - b. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the last date services have been paid for under the Agreement. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand

perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

- c. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

11. Ownership and use of Deliverables. The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- a. Patents. As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- b. Copyrights. As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- c. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Section 11 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables.

12. Right to Use Specific City Marks. Contractor understands and acknowledges that the City owns all rights to the name, logos, and symbols of City ("City Marks"). All rights to the City Marks will at all times remain the property of the City. Subject to these Terms and Conditions, the City may grant to Contractor a nonexclusive right to use those specific City Marks that are directly required to complete Contractor's obligations in the Agreement, and which are approved for use in accordance with this Section.

All use of the City Marks will be in a manner that (i) complies with applicable laws, City Rules; (ii) is consistent with Contractor's use of other City Marks under similar situations; and (iii) will not tarnish the City Marks.

Any use of City Marks by Contractor **MUST** be approved as follows:

Requests for approval will be in writing, accompanied by the material requested to be approved, will be transmitted by e-mail, express mail, overnight carrier, or regular mail, and will be addressed as follows:

Director, Communications
The City of San Marcos
630 E Hopkins Street
San Marcos, TX 78666
512-393-8242
communicationsinfo@sanmarcostx.gov

City will notify Contractor via e-mail or facsimile of City's approval or disapproval of Contractor's request to utilize City Marks in accordance with this Section. Reasonable effort will be made to timely notify Contractor of approval or disapproval. Contractor should make every effort to submit all uses for approval as early as practicable.

- 13. Insurance:** Contractor acknowledges that City, as a municipality in the State of Texas, maintains and operates programs of self-insurance. City will maintain during the term of this Agreement a self-insurance program and, upon written request, will provide to Contractor a written description of such self-insurance program.
- 14. Contractor Insurance.** In the event Contractor, its employees, agents or subcontractors enter premises occupied by or under the control of City in the performance of the Agreement, Contractor agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in the Agreement, and will maintain worker's compensation coverage (either by insurance or if qualified pursuant to law, through a selfinsurance program) covering all employees performing the Agreement on premises occupied by or under the control of City. Contractor may receive copies of specific requirements for coverage by contacting the Risk Management Department of the City at 512-393-8060.
- 15. Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Section 15.
- 16. Subcontracting (HUB).** When applicable, Contractor will use good faith efforts to subcontract work performed under the Agreement in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") as submitted by Contractor. Except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under the Agreement, in whole or in part.
- 17. Limitations.** See Agreement Article 7. ~~THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CITY (A TEXAS MUNICIPALITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF SAN MARCOS, TEXAS.~~

18. INDEMNITY. See Agreement Article 13. ~~THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.~~

19. Termination for Convenience. The City through the City Manager or the City Manager's Designee may terminate the Agreement at any time upon thirty (30) calendar days' notice in writing to Contractor. Upon receipt of such notice, Contractor 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, Contractor 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 City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

20. Termination Due to Loss of Funding. If City funds are utilized to fund any part of this Agreement, the Contractor understands that those City funds for the payment for work performed by the Contractor under this Agreement have been provided through the City's budget approved by City 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 City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Contractor acknowledges and agrees that it will have no recourse against the City 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 City extends from October 1st of each calendar year to September 30th of the following calendar year.

21. Dispute Resolution.

- a. 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.
- b. 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 City and the Contractor 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 City and Contractor 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.

- 22. Prohibition on Contracts with Companies Boycotting Israel.** Pursuant to Chapter 2270 and 808, *Texas Government Code*, Contractor 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.
- 23. 2252 Compliance.** Section 2252 of the *Texas Government Code* restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Contractor 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.
- 24. Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures.
- Nothing in the foregoing shall be deemed to relieve Contractor or its Affiliates of its obligation to pay fees owed under this Agreement.
- 25. Texas Public Information Act.** Contractor understands and acknowledges that the City is a governmental entity in Texas and is subject to requests for public information under the Texas Public Information Act. Any action taken by the City to meet its legal requirements under the Texas Public Information Act or related City Ordinance will not be considered a breach of this Agreement.
- 26. Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.
- 27. Governing 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.
- 28. Terms and Conditions Controlling.** In the event there is a conflict between the Agreement and these Terms and Conditions, ~~these Terms and Conditions~~ the Agreement will control.

If Contractor is receiving State of Texas funds under the Agreement

- 29. Texas Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES

Project Management Scope of Services

The Project Manager will advise on ways to minimize the tax impact of the bond issuances by working closely with City staff, the City's financial team, and other applicable parties in packaging projects for issuance to minimize issuance costs and tax implications.

The Project Manager will work with City staff to ensure expedited project delivery options whereby projects can be grouped together to streamline processes, minimize costs and tax impacts, to increase productivity, and to complete projects quickly.

The Project Manager will assist City staff and its financial team in exploring other avenues to offset or possibly limit debt issuances for capital expenditures including:

- Public Private Partnership opportunities
- Leasing or subleasing of property to facilitate revenue opportunities
- Cost Benefit Analysis related to Design, Build, Finance, Maintain, and Operate (DBFOM) Leasing opportunities

The City expects public involvement in the design of the Library. The Project Manager shall work with selected architecture firm(s) to conduct focus groups to assist in the planning and programming. The Project Manager will work with the City to initiate and receive public involvement in the planning and programming of the Library facility.

Other services may include all general leadership and management functions required including, but not limited to: recommendations for project delivery, procurement validating programming results, tracking budgets, providing cash-flow projections to City staff as required, preparing cost estimates and Bond Master Plan and Schedule, validating construction cost/cost of work, monitoring schedules; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the projects through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Council/Boards, and more particularly described as follows:

The Project Manager may be required to assist in drafting and/or modifying existing Request for Qualifications/Proposals for design professionals; assist in overseeing the process and assist the City in the selection of the most qualified design professionals; and assist in follow up with and de-brief, if necessary, non-selected firms.

The Project Manager may be required to assist in creating and/or modifying existing standardized professional service and construction contracts for review and final drafting by legal staff; assist in incorporating all necessary insurance levels, bonds, and so forth in the appropriate agreement/contract; and oversee that all submittals are received and approved prior to starting work on these items.

The Project Manager may be required to assist in negotiating terms with consultants, design professionals, contractors, and so forth that are favorable to the City thereby providing not only the best value and meeting the goals of the project but also a fee that is within the project's budget. If terms are unacceptable to the City, the City will re-bid, renegotiate, or select another firm that will meet the City's terms. Coordination with the City Attorney will be required for this effort.

The Project Manager shall recommend to staff any forms, procedures, or standards that should be implemented to aid in project delivery. Particular attention should be given to items that expedite project delivery and/or reduce project expenditures.

The Project Manager may be required to conduct site visits and inspections to review work in place and report in a standard format to the City with reference to facilities standards/specifications, schedules, and budgets; monitor construction progress and advise the City of any observations of non-conforming scope or workmanship quality concerns; and administrate construction contract and general conditions and serve as City's representative.

The City has the option to either perform all or parts of construction inspection services at their discretion with the Project Manager adjusting their resources accordingly. The Project Manager shall not duplicate or waste resources where it is not needed.

Financial transparency related to the performance and execution of our bond election program is a huge priority for the City of San Marcos. The City of San Marcos is interested in contracting with a firm that has significant experience and innovative ideas in this area.

Design Team Scope of Services

Bridging Documents for the Public Library:

Design services to develop bridging documents (35% Design) for the San Marcos Public Library. The scope includes development of 35% design drawings and an edited table of contents for specifications for all Architectural and Engineering design disciplines required. The final product will provide sufficient information for the City of San Marcos to release a Design Build Request for Proposals to complete the design and build the San Marcos Public Library. See Exhibit 1-A for a sample of the deliverables expected for a 35% design set. It is anticipated that this effort will take approximately 3-4 months to complete.

Bridging Documents Design Services provided by Design Team:

- Civil
- Architectural
- Structural
- Mechanical
- Plumbing
- Electrical
- Communications
- Fire Protection
- Landscape
- Interior Design

Meetings Included by Design Team:

- Three-day charrette to identify/validate requirements (6 Jacobs Attendees)
- Meeting to review 50% Bridging Documents (3 Jacobs Attendees)
- Meeting to review Final Bridging Documents (3 Jacobs Attendees)
- Two attendees at Pre-Bid meeting for the Design Build project

Assumptions & Exclusions for Design Team:

- Design team will answer up to 15 RFIs
- Assume existing utilities are sufficient for expansion
- Design team's services are complete once Design/Build bids are received; PM team will continue management of this effort
- Assumes one continuous design effort; No design to budget rework due to market conditions
- Surveying and geotechnical are not included

Projects:

PACKAGE 1 - IMMEDIATE

- **Public Library** - \$14.5M; Design – 8 months, Construction – 12 to 15 months - Remodel of the existing 27,000 square feet existing Library located at 625 East Hopkins Street, San Marcos Texas; and New construction of a proposed 29,000 square feet expansion of the existing library located at 625 East Hopkins Street, San Marcos, Texas
- **Police Department Building** - \$5.5M; Design – 6 to 8 months, Construction – 9 months – Renovation of the existing 44,000 SF building and addition of approximately 8,600 square feet to the Police Department located at 2300 IH 35 South, San Marcos, Texas
- **Fire Station 2** - \$4.3M; 11,000SF, Timeline in 2019. This fire station will be similar to the fire station currently being constructed on Wonder World Drive and will be located within the La Cima Subdivision which is currently under construction west of IH35
- **Fire Training Facility** - \$2M; Timeline 2018-2019. Master planning of 16 acres at airport property for future fire training facility and fire station. Design and construction of fire training facility.

PACKAGE 2 - INNOVATION

- **Public Services/Community Services Maintenance Facility**; Timeline: Design starting in late 2018, Construction starting in 2019 - This new facility with approximately 85,000 square feet of office and warehouse space along with other outdoor storage operations will be located on 18.5 acres off Clovis R. Barker Road. Public Private Partnership or other innovative delivery methods will be explored to finance this facility.
- **City Hall** – Timeline: Design starting in 2019, Construction starting in 2021 – This new facility will house General Fund municipal operations in the approximate square footage of 75,000 to 85,000 square feet and be located at 630 East Hopkins Street. Public Private Partnership or other innovative delivery methods will be explored to finance this facility. As an option the possibility of redevelopment of the current City Hall Municipal Complex will be considered.

PACKAGE 3 – MID-TERM

- **Fire Station 6** - \$4.3M, 11,000 SF, Timeline in 2023. This fire station will be similar to the fire station currently being constructed on Wonder World Drive and will be located in the Trace Subdivision located east of IH35.

EXHIBIT 1-A

35 PERCENT BRIDGING DOCUMENTS DESIGN SUBMITTAL

1.1 General

The bridging documents design submittal (35 percent) consists of design narratives, drawings, outline specifications, and a cost estimate. This document shall define, by discipline, all the specific requirements of the design narratives and the drawings.

1.2 Objective

The bridging documents design submittals shall be of sufficient detail to show the user how the functional and technical needs will be met, to indicate the designer's approach to solution of technical aspects to all reviewers, to show compliance to the criteria or justification for noncompliance, and to provide a valid estimate of construction cost. All deviations from applicable criterion such as building code, fire protection, life safety, and OSHA, shall be summarized and enumerated in the design narratives. Identify deviation, citing source and paragraph, what criteria requires and nature of deviation, followed by authority granting waiver and date. If waiver has not been granted, indicate NONE.

1.3 Civil Design.

1.3.1 Design Narrative

Establish basic criteria for each aspect of the overall civil design. Provide justification for the selection of criteria and proposed features over alternate options or possible solutions.

1.3.1.1 Water Distribution

1.3.1.1.1 Develop basic and controlling water demands and show required residual pressures. Include fire, domestic, and industrial average and/or peak demands as applicable. Show adequacy of distribution system to supply controlling demands and include information basic to this determination such as known flow tests and/or computations. State whether additional fire hydrants are needed and indicate the recommended location of each hydrant. If the water requirements for the project are considerable, state whether a determination has been made regarding the capability of the existing system to meet the additional demand or if future analysis is needed.

1.3.1.1.2 For service lines, distribution main extensions, and new distribution systems, state the proposed friction coefficient, approximate controlling elevations, special material requirements, and any special features of the design such as pressure reducing or regulating valves. For irrigation systems, indicate types of sprinkler heads, effective coverage, proposed spacing, and sectionalization.

1.3.1.2 Water Supply

Water supply (including sources, treatment, storage, pumping, and supply lines) for new systems or additions.

1.3.1.2.1 Give basic information such as population, capacity factor, per capita allowances, industrial, and irrigation requirements, and fire demands.

1.3.1.2.2 Provide information on type, condition, and adequacy of existing units such as well, pumps, reservoirs, etc., and current water consumption. If these items are already described in detail in an existing report, give summary statement and appropriate reference.

1.3.1.2.3 In describing proposed works, including functional design concepts basic to selection of type of units, materials, economy of operation, controls, etc. Provide statement of tentative sizes or capacities of major components, any critical elevations or dimensions, and essential related items as estimated from preliminary computations.

1.3.1.2.4 Identify the requirement for a new or additional source of water and the use of such water at an early stage. Normally, the District will provide data on additional water supply after the requirements have been identified. Where the scope of work specifically includes the determination of new or additional water supply, the following should be included: For new sources, include data on existing supplies and alternatives for new sources such as wells and surface supplies. Provide data for all proposed water wells and test drilling programs with full explanation of geological and other factors affecting choice of location, type, diameter, depth, and important related characteristics.

1.3.1.3 Water Treatment.

Where water treatment is included in the job, the designer shall provide a copy of the water analysis and describe the elements of the design, including the capacities and number of units, monitoring equipment, and controls. The alternatives that were considered and the reason for selecting the design over the alternatives shall be discussed demonstrating how the design will correct the objectionable characteristics of the water.

1.3.1.4 Sewage

1.3.1.4.1 Sewage Collection. Discuss peak and average flow determinations for building connections, individual sewer lines, and force mains based upon population data, measurements, or computations from the number of fixture units. Indicate controlling elevations and compliance with slope and size criteria. Confirm adequacy of existing sewers to carry additional flow.

1.3.1.4.2 Provide basic information, such as population, capacity factor, per capita flows, quantity, and nature of waste, etc., as applicable and develop required size and capacity for sewage lift stations.

1.3.1.4.3 Sewage Treatment. Where waste treatment is included in the job, explain the degree of treatment required to meet the applicable discharge standards. A complete description of the nature of the waste shall be included. Describe the elements of the design, including the capacities and number of units, monitoring equipment, and controls. The alternatives that were considered and the reason for selecting the design over the alternatives shall be discussed demonstrating how the design will achieve the treatment goals. Pilot plant testing programs which are to be conducted will be described, and in the case of land treatment, a soil testing program will be developed and described.

1.3.1.5 Storm Drainage and Grading

Discuss the proposed drainage design. The discussion shall include the rainfall intensity and return period, concentration times, infiltration rates, the size of the contributing area, method of computation, and the reasons behind the selection of each of the above. Describe the grading plan and the controlling slopes which will be used in the design.

1.3.1.6 Roads. Street. Open Storage Areas. Hardstands. and Walks.

Discuss the geometric features of the paved areas such as widths of traffic lanes, shoulders, parking spaces, and walks. Data relating to the design such as type, volumes and composition

of traffic; vertical and horizontal controls; and the class and category of road or street shall be included. The design section for all exterior pavements will be provided by the District in the geotechnical report. This section will be used in preparation of bidding documents and all other items related to pavements will be developed by the designer using applicable criteria and instructions. This report shall be referenced and a copy appended to the Basis for Design as an appendix.

1.3.1.7 Fencing

Describe the type and height of fences and gates. The description shall include features such as outriggers, barbed wire, or tape and gate controllers.

1.3.1.8 Dust and Erosion Control

Include a statement of the proposed type and method of accomplishing dust and erosion control, reasons for selection, extent of area treated, etc. If no treatment is proposed, justify omission.

1.3.1.9 Railroads

Include the type of service, volume, and traffic; the condition and weight of rails; type and thickness of ballast; ruling grade; type of treatment and size of ties; subgrade compaction requirements; types of track accessories, turnouts, and switches; and the name of the operating agency.

1.3.1.10 National Pollution Discharge Elimination System (NPDES) Permit.

In projects where wastewater is not discharged into an existing collection and disposal system, the NPDES permit will be referenced and appended to the design narrative. Excepted from this requirement are small storm drainage facilities where no separate permit is issued.

1.3.1.11 Environmental Impact

Review the environmental impact analysis (environmental impact assessment or environmental impact statement) to determine whether any design feature changes the conclusions or recommendations of the analysis. Should changes to the analysis be required as a result of the design, a complete description of the required changes shall be included in the Basis for Design. If no changes are required to the analysis, the designer shall indicate this conclusion in the Basis for Design.

1.3.1.12 Landscaping

Include a statement of need and justification for proposed landscaping and description of existing and proposed plantings. State any unusual climatic or soil conditions or other local factors which affect the design or selection of plant species. State that no landscaping is required if this is the case.

1.3.1.13 Corrosion Mitigation. Refer to Paragraph 1.8, Corrosion Design.

1.3.1.14 Future Expansion

Where buildings are to be designed for future expansion, discuss provisions to be taken to insure the projected construction will proceed in a trouble free fashion. State that no provisions have been made for future expansion if this is the case.

1.3.2 Computations.

Computation appropriate to level of 35 percent design.

1.3.3 Drawings

The site plans shall show existing and proposed features such as buildings, paved areas, utilities with actual or tentative sizes, hydrants, valves, fences, and landscaping. The new facility shall be superimposed on existing topography. Reference the source of the survey data and the location where filed. The drawings shall have sufficient horizontal and vertical control to clearly indicate the proposed siting of the facility in relation to existing features. A small scale location map shall be provided showing the location of the project on the base and the general relation between the new facility and major existing structures and/or streets to facilitate identification of the proposed site.

1.4 Architectural Design.

1.4.1 Design Narrative.

1.4.1.1 State what general type of architectural treatment exists both on the installation and in the immediate vicinity of the subject project. Give a description of particular framing and wall systems selected, others considered, and reasons for selection.

1.4.1.2 Provide a statement as to type of construction per criteria, e.g., fire-resistive, noncombustible, noncombustible protected, etc.

1.4.1.3 Building Wall and Roof Construction. Provide statement of required type of construction based on occupancy, area, and height, i.e., noncombustible, etc., per fire protection analysis.

1.4.1.4 The "U" or overall heat transmission factor as required by AEI.

1.4.1.5 Building Orientation. State how location on the site relative to local climate effects the placement of entries, fenestration, and roof overhangs due to prevailing wind, sun, and noise. Discuss architectural features resulting therefrom and relative costs thereof, i.e., tinted or thermal glass if required as opposed to glass ordinarily used.

1.4.1.6 Provide a tabulation of all equipment in the project to show the following: (If none, so state for each subparagraph below).

1.4.1.6.1 Contractor Furnished-Contractor Installed (CF-CI).

1.4.1.6.2 Owner Furnished-Contractor Installed (OF-CI).

1.4.1.6.3 Owner Furnished-Owner Installed (OF-OI) or not in contract (NIC).

1.4.1.7 Provide a description of materials for all major building components and of all interior and exterior finishes. The description shall include type of exterior wall construction, window types, panel materials, etc.

1.4.1.8 Color Boards. Submit in a standard 8-1/2 inch by 11 inch three-ring binder. Fold outs may be employed to 25-1/2 inch by 33 inch as long as they refold within the standard binder. Provide two color schemes for projects which involve building construction or building modification.

1.4.1.8.1 Actual material samples shall be displayed showing color, texture, pattern, finish, thickness, etc., for all appearance-related items where choice exists. These samples shall be large enough to indicate true patterns. However, care should be taken to present materials in proportion to that which will actually be installed in a given situation. Samples shall be organized by color schemes with a separate sample for each

scheme. The schemes shall be coordinated by room names and numbers shown on the architectural floor plans. Colors shall be labeled with generic color names.

1.4.1.8.2 Project title and base shall occur in the lower right-hand corner of each module.

1.4.1.9 Provide a systematic criteria/code analysis of building construction and fire protection/life safety requirements by citing applicable criteria and paragraph reference indicating what is "required" by the referenced citation and "actual" design condition for the following features. This shall include Fire Protection Life Safety Plan and Narrative. Where there is a conflict among the different codes, the most restrictive shall govern.

1.4.1.9.1 Building construction requirements:

1.4.1.9.1.1 Ground floor area, total area, height, and number of stories.

1.4.1.9.1.2 Occupancy use classification as defined in IBC, for purposes of determining area and occupancy separations.

1.4.1.9.1.3 Building height limit per IBC.

1.4.1.9.1.4 Fire area limit per IBC.

1.4.1.9.1.5 Fire resistive requirements of type of construction required to meet area/height/story limits. List from IBC. Also specific type of construction requirements for military projects under AEI chapter 9.

1.4.1.9.1.6 Mix occupancy/occupancy separation per IBC, and NFPA 101.

1.4.1.9.1.7 Area separation IBC.

1.4.1.9.2 Spacing between structures per IBC.

1.4.1.9.3 Life safety requirements, NFPA 101.

1.4.1.9.3.1 Occupancy load for exiting.

1.4.1.9.3.2 Means of egress requirements for the occupancy-occupant load, capacity of means of egress, exit units, number, arrangement, travel distance, illumination, emergency lighting, exit marking, and panic hardware requirements.

1.4.1.9.4 Additional Fire Protection and Life Safety Requirements.

1.4.1.9.4.1 Protection of vertical openings (IBC and NFPA). The codes are specific in regards to fire rating requirements but the exceptions to the requirements are not specific. The A-E is advised to obtain an acceptable interpretation from authority having jurisdiction before proceeding with design of unprotected floor openings.

1.4.1.9.4.2 Protection from hazards per NFPA 101.

1.4.1.9.4.3 Corridor separation per IBC and NFPA. The A-E shall coordinate with local authority having jurisdiction to applicable criteria.

1.4.1.9.4.4 Smoke barrier if required by occupancy.

1.4.1.9.4.5 Fire rated door.

1.4.1.9.4.6 Fire rated glass.

- 1.4.1.9.4.7 Fire alarm system.
- 1.4.1.9.5 Extinguishing and/or fire sprinkler system.
 - 1.4.1.9.5.1 Show extinguisher location.
 - 1.4.1.9.5.2 Fire sprinkler system requirements per NFPA.
- 1.4.1.9.6 Operation involving use or storage of flammable and explosive liquids, gases, or dusts. (Describe type of electrical equipment, lighting fixtures, ventilation, and other related fire protection features.)
- 1.4.1.9.7 ADA and TAS requirements.
- 1.4.1.10 Future Expansion
 - Where buildings are to be designed for future expansion, discuss provisions to be taken to insure the projected construction will proceed in a trouble free fashion. State that no provisions have been made for future expansion if this is the case.
- 1.4.2 Computations. Gross floor area computations
 - The floor area for each room shall be presented in tabular form in the computations. These areas will not be shown on the drawings. Break down the area into two categories, those calculated on the basis of full area and those calculated on the basis of one-half area, then show the grand total. Also show the programmed area for each room.
 - 1.4.2.1 Calculate full areas (including all openings in floor slabs) measured to the outer surface of the inclosing walls for the following:
 - 1.4.2.1.1 Floors, including basements.
 - 1.4.2.1.2 Mezzanines and balconies.
 - 1.4.2.1.3 Penthouses.
 - 1.4.2.1.4 Enclosed passages and walks.
 - 1.4.2.1.5 Finished usable spaces with sloping ceilings with an average height of 7 feet and minimum of 5 feet at perimeter walls.
 - 1.4.2.1.6 Appended covered shipping and receiving platforms measured from the face of the building wall to edge of the platform.
 - 1.4.2.2 One-half of the actual area of the following shall be calculated:
 - 1.4.2.2.1 Covered open porches.
 - 1.4.2.2.2 Appended, uncovered, shipping and receiving platforms at truck or railroad car floor height, measured from the face of the building wall to the edge of the platform.
- 1.4.3 Drawings.
 - 1.4.3.1 Floor Plan
 - Show overall dimensions, functional arrangement, type of occupancy of all areas, major pieces of equipment, and interior/ exterior colors and finishes in tabular form.
 - 1.4.3.2 Elevations

Provide all principal elevations showing any exterior electrical/mechanical equipment affecting the appearance of the structure. Also include story heights, fenestration, control joints, and site adaptation to the finished grades.

1.4.3.3 Building Section

Provide at least one principal section showing floor and roof framing, suspended ceilings, floor to floor heights, concealed or open ducts, relation of fenestration to supporting columns or walls, etc. If necessary to show special features, other primary transverse or longitudinal sections may be shown.

1.4.3.4 Provide exterior wall section for each type of wall system. These wall sections are to be cut from the floor plan not the elevation.

1.5 Structural Design.

1.5.1 Design Narrative.

Outline and define the structural methods and materials of design and construction and enumerate all criteria and assumptions on the following items:

1.5.1.1 Provide a statement referencing the geotechnical report which will be attached as an appendix to the design narrative. The geotechnical report will normally be provided by the Owner. Describe the type of foundation proposed, estimated depth of bearing, allowable bearing values, compaction requirements, and any other measures mentioned in the geotechnical report or recommended by the designer.

1.5.1.2 Describe the lateral force resisting system by defining the location and number of shear walls, materials to be used for a diaphragm, seismic joint locations, foundation ties, and any other components of the lateral force resisting system.

1.5.1.3 List all design live loads identifying them with use and area; show wind velocity and load; ground and roof snow load; and state the seismic zone, K, C, I, K, and S values. Indicate loading combinations for which structure will be designed. List documents used in determining loads with all applicable factors used in determining loads.

1.5.1.4 State the strength (working stresses or yield stresses) for all structural materials on the project.

1.5.1.5 Future Expansion

Where buildings are to be designed for future expansion, discuss provisions to be taken to insure the projected construction will proceed in a trouble free fashion. State that no provisions have been made for future expansion if this is the case.

1.5.2 Computations

Provide those design calculations required by the economic comparison to size the framing members.

1.5.3 Drawings

1.5.3.1 Foundation and Floor Plan

Show type of foundation proposed, depths of footings, relation of walls and floor slab to foundation system, overall dimensions, column spacing, joint pattern in slab-on-grade, tie beams, grade beams, etc.

1.5.3.2 Floor Framing Plan

Show spacing of framing members, overall depth of floor structure, column spacing, principal dimensions, and shape of the building.

1.5.3.3 Roof Framing Plan

Show locations of framing members, overall shape and dimensions, diaphragm, etc.

1.6 Mechanical Design.

1.6.1 Design Narrative.

1.6.1.1 Provide a statement of indoor and outdoor design temperatures for heating and cooling and proposed "U" factors for walls, ceilings, floors, etc.; personnel load; equipment heat release (if any); outside air or ventilation requirements; and any other special conditions.

1.6.1.2 State type of heating plant and justification for selection, operating pressure and temperature, and approximate capacity. Provide discussion of temperature control system. Indicate type of conducting system, e.g.; forced warm air with direct fired furnace or hot water coil, forced hot water or steam with direct radiation, or single zone variable volume air system with baseboard heating. Type of heat distribution outside of buildings; steam or high temperature hot water and whether above ground or underground. State requirement for outside air and basis for determination of quantity, i.e.; number of air changes per hour, of CFM per person, or other.

1.6.1.3 Fuel. State type, source, firm, or interruptible gas and metering arrangements. Indicate type of standby fuel for interruptible gas. Designs must meet Environmental Protection Agency emission standards or local emission standards when standards are enforced by local air pollution control agency, whichever is more stringent. when No. 5 fuel oil, No. 6 fuel oil, or coal is burned as fuel and when other hazardous emissions are produced.

1.6.1.4 Determine plumbing fixtures by listing quantity and type referred to in the Federal Specifications. Indicate male and female building population. Describe domestic water heating and storage equipment including capacity, materials, piping types, and insulation requirements.

1.6.1.5 Fire Protection

Coordinate with the architect to ensure all aspects of the fire protection plan are addressed.

1.6.1.5.1 For sprinkler systems, provide evidence that the system is in compliance with criteria referenced in Criteria Index, Volume 4.

1.6.2 Computations

1.6.2.1 Show plumbing calculations as necessary to determine number of fixtures, cold and hot water capacity requirements, and equipment or capacities of miscellaneous and special systems.

1.6.3 Drawings

1.6.3.1 Prepare a floor plan showing heating, ventilating, and air-conditioning equipment layout; chillers or refrigeration compressors; boilers, pumps, condensers, or cooling towers; air handling units; fans; typical air distribution duct layout (may be single line); hoods; and other items of major equipment required for the facility. Sprinkler system layout shall be

diagrammatic in contract drawings. Specifications shall require shop drawings of the sprinkler system be submitted by the installation contractor before construction.

1.6.3.2 Show plumbing fixture and equipment layout.

1.7 Electrical Design

1.7.1 Design Narrative

1.7.1.1 Provide electrical characteristics (phase, voltage, and number of wires) or circuits. Show characteristics of any subsequent transformation on the load side of the service entrance and a statement of why specific voltage was selected. State also, alternative systems or equipment considered and reasons a given system was selected.

1.7.1.2 State type of service entrance equipment (circuit breakers and/or fusible switches) and reason for selection.

1.7.1.3 Show an estimate of total connected kilowatt (kW) load and demand factors, diversity, and resulting total demand kW load. Break down the loads to show lighting load, convenience receptacle load, air-conditioning loads, heating loads, pump loads, power roof ventilator loads, power receptacle loads for special equipment, load allocated for spare capacity, and special loads such as air compressors, generators, etc. State the total estimated power factor, the resulting kilovoltampere load, and size of transformers selected. Estimate separately the above for the service entrance transformers and subsequent transformers (such as dry-type transformers within the building).

1.7.1.4 Provide a statement describing the proposed standards of design for voltage drop used regarding service entrance, panel feeders, and branch circuits.

1.7.1.5 Discuss proposed wiring methods to be used indicating type of conductors, insulation, rigid metal conduit, EMT, NMS cable, etc.

1.7.1.6 Provide a brief description of the interior lighting systems indicating types, lighting intensities, and discuss energy conservation measures such as 1~8 task lighting and selection of most efficient type of lighting fixtures. Provide a tabulation indicating the following:

1.7.1.6.1 Room name and number.

1.7.1.6.2 Lighting intensity for each room (state design basis such as AEI Design Criteria, IES, Definitive Drawings, etc.).

1.7.1.6.3 Type of fixtures.

1.7.1.7 Provide a brief description of the exterior lighting system for street lighting, security lighting, parking lot lighting, sidewalk lighting, area lighting, etc. Include lighting intensity, types, and discuss energy conservation measures which were examined for selection of exterior lighting fixtures.

1.7.1.8 Provide a description of type of exit and means of egress, emergency lighting fixture systems with intensities, if none, so state. Coordinate with Fire Protection/Life Safety narrative.

1.7.1.9 Describe the features of the fire detection and fire alarm system and means for transmission of signal.

1.7.1.10 Discuss provisions for a telephone system relative to use of existing or new telephone cable. Provide discussion of special control, e.g., generator paralleling, switchgear remote control, telemetering, central supervisory control, etc.

- 1.7.1.11 Discuss the following: lightning protection, motor control centers, standby electric power, special purpose receptacles and outlets D.C., high frequency or other special systems, intercommunication system, controls for supervisory control systems, static grounding or any other special grounding requirements, specialize electronics equipment installation requirements, etc.
- 1.7.1.12 Provide a sample of all schedules, tables, calculations, etc., which will be used on the project drawings and in design analysis, i.e.:
 - 1.7.1.12.1 Lighting calculations
 - 1.7.1.12.2 Lighting fixture schedules
 - 1.7.1.12.3 Panel schedules
 - 1.7.1.12.4 Symbol schedule (legend)
 - 1.7.1.12.5 Panel sizing calculations
 - 1.7.1.12.6 Voltage drop calculations
 - 1.7.1.12.7 Outline of final design analysis
 - 1.7.1.12.8 Outline of catalog cuts pertaining to all proposed equipment or systems used in the project
 - 1.7.1.12.9 Lighting fixtures
 - 1.7.1.12.10 Transformer schedule
- 1.7.2 Computations. Provide calculations to back up sizing of major pieces of electrical equipment. The degree of completion shall be comparable to that of the narrative and drawings.
- 1.7.3 Drawings
 - 1.7.3.1 Exterior electrical to be shown on utility site plan
 - 1.7.3.1.1 Existing and new electrical lines, both overhead and underground, properly identified.
 - 1.7.3.1.2 Show removals and relocations, if any.
 - 1.7.3.1.3 Indicate electrical characteristics, voltage, phase, conductor size, etc.
 - 1.7.3.1.4 Show new construction and location of transformation.
 - 1.7.3.1.5 Indicate the service to the facility and whether overhead or underground.
 - 1.7.3.2 Interior Electrical
 - 1.7.3.2.1 Floor plans shall show the proposed location of all major items of electrical equipment, including vaults, transformers, equipment rooms, switchgear, motor control centers, distribution panels, telephone terminal cabinets, and power and lighting panelboards. Include space required for maintenance and future expansion.
 - 1.7.3.2.2 Partial Lighting Layouts. Show a partial layout of typical lighting in the building indicating proposed fixtures and spacing. Locate exterior lighting on plans when applicable. Lighting intensities shall be based upon the requirements of I.E.S. Lighting Handbook, and criteria as applicable.

1.7.3.2.3 Single-line diagrams shall be provided for interior distribution systems. Diagrams of high and low voltage interior electrical distribution and communication systems shall show all of the important features such as the following:

1.7.3.2.3.1 Auto transfer switches

1.7.3.2.3.2 Emergency generators

1.7.3.2.3.3 Emergency systems

1.7.3.2.3.4 Major subpanels

1.7.3.2.4 Riser Diagrams. Show the proposed riser diagram. Sizes of all conduits, wires, cables, panels, etc. need not be included if shown elsewhere.

1.8 Corrosion Design

Satisfactory design and construction of CP, protective coatings, and water treatment are functional requirements for virtually all projects. Project design and construction without these items is not acceptable. CP shall be provided on all new facilities and repair or replacement of existing facilities. This includes all buried or submerged ferrous piping (gas/heat distribution/fuel/water), buried tanks, and related facilities regardless of soil resistivity.

EXHIBIT 2
AUTHORIZATION OF CHANGE IN SERVICE

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

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

Original Contract Amount:	NTE	\$
Previous Increases/Decreases in Contact Amount:	NTE	\$
This Increase/Decrease in Contract Amount:	NTE	\$
Revised Contract Amount:	NTE	\$

CONTRACTOR:

Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Print Name

Title

City Department Use Only Below This Line (PM, etc.).

Account Number(s):		
#	{Date}	{Amount}
#	{Date}	{Amount}
#	{Date}	{Amount}

EXHIBIT 3
DETAILED FEE SCHEDULE

The following rates apply for the services provided by the Project Management team delivering the project management services outlined in Exhibit 1.

PROJECT MANAGEMENT TEAM

PROPOSED STAFF	POSITION TITLE	BILLING RATE/ HOUR
LEADERSHIP		
Terry Page	Project Executive*	\$0.00
Chappell Jordan	Lead PM	\$241.55
David Syphard	P3 Expert	\$285.18
Aaron Sarfati	Project Controls	\$167.32
*Project Executive at no cost to the Project		
MANAGERIAL SUPPORT		
Kevin Hitchcock	Project Manager	\$163.94
Paul Davis	Project Manager	\$163.94
Paul Acevedo	Field Observer	\$84.62
Rick Bachmeyer	Cost Estimator	\$160.48
Agustin Villafana	Scheduler	\$115.19
Katrina McDaniel	Safety	\$120.89
Deblina Banerjee	PMCS Setup	\$136.44
Mike Wilson	Quality Oversight**	\$0.00
**Quality Oversight at no cost to the Project		
TECHNICAL SUPPORT		
Licensed Architect	ARCH - Review	\$137.50
Licensed Mech Engineer	MECH - Review	\$137.50
Licensed Elect. Engineer	ELECT - Review	\$137.50
Licensed Civil/Struct Eng	CIVIL/STRUCTURE - Review	\$137.50

Rates are escalated 5% at the start of each year.

In the event a person named above is unavailable for the project, Jacobs shall present any proposed replacement to the City of San Marcos for approval. In no case shall the rate for such replacement exceed the rate, escalated as appropriate, of the person being replaced.

The following rates apply for the design services provided by the Jacobs design team, including Design/Build Bridging documents and other architectural and engineering services as may be described in Exhibit 1.

DESIGN TEAM

POSITION TITLE	BILLING RATE/ HOUR
Architect, Mid	\$125.00
Architect, Sr.	\$200.00
BIM Manager	\$0.00
Civil, Mid	\$125.00
Civil, Sr	\$200.00
Designer/Technician	\$75.00
Electrical, Mid	\$125.00
Electrical, Sr	\$200.00
Fire Protection	\$125.00
Landscape, Mid	\$75.00
Landscape, Sr	\$125.00
Manager of Projects	\$0.00
Mechanical , Mid	\$125.00
Mechanical, Sr	\$200.00
Plumbing Design	\$75.00
Project Manager	\$200.00
Structural, Mid	\$125.00
Structural, Sr	\$200.00

Rates are escalated 5% at the start of each year.



Staffing Plan Strategy	
Assumptions	
1) All staff is part time (PT) for the duration shown - unless noted otherwise	
2) All PT staff will be based at a Jacobs office - linerant space will be provided at the City offices, as needed	
3)	
4) Position duration is shown in the color bars next to each position	

		Multiplier		2.20		160 Hours per month																																																																																									
<input checked="" type="checkbox"/> Key Personnel		Base Salary (Annual) FY 1		Base Salary (Hourly) FY 1		Position Billing Rate/Hour		Hours		Projected Cost \$		YEAR 1												YEAR 2												YEAR 3												YEAR 4												YEAR 5												YEAR 6																							
		FY 1		FY 1		Rate/Hour		Hours		Salary Increase ea. FY (5%)		2018												2019												2020												2021												2022												2023																							
												J F M A M J J A S O N D												J F M A M J J A S O N D												J F M A M J J A S O N D												J F M A M J J A S O N D												J F M A M J J A S O N D												J F M A M J J A S O N D																							
<input checked="" type="checkbox"/> Terry Page		Project Executive		\$ -		\$ -		\$ -		12		\$0																																																																																			
<input checked="" type="checkbox"/> Chappell Jordan		Lead PM		\$ 228,373		\$ 109.79		\$ 241.55		112		\$27,053																																																																																			
<input checked="" type="checkbox"/> David Syphard		P3 Expert		\$ 269,625		\$ 129.63		\$ 285.18		200		\$57,036																																																																																			
<input checked="" type="checkbox"/> Aaron Sarfati		Project Controls		\$ 158,194		\$ 76.05		\$ 167.32		80		\$13,386																																																																																			
Project Executive at no cost to the Project										404		\$97,475																																																																																			
MANAGERIAL SUPPORT																																																																																															
Kevin Hitchcock		Project Manager		\$ 137,248		\$ 65.98		\$ 145.17		0		\$0																																																																																			
Paul Davis		Project Manager		\$ 140,428		\$ 67.51		\$ 148.53		0		\$0																																																																																			
Paul Acevedo		Field Observer		\$ 77,249		\$ 37.14		\$ 81.71		0		\$0																																																																																			
Rick Bachmeyer		Cost Estimator		\$ 151,729		\$ 72.95		\$ 160.48		0		\$0																																																																																			
Agustin Villafana		Scheduler		\$ 108,903		\$ 52.36		\$ 115.19		0		\$0																																																																																			
Katrina McDaniel		Safety		\$ 114,292		\$ 54.95		\$ 120.89		0		\$0																																																																																			
Mike Wilson		Quality		\$ -		\$ -		\$ -		8		\$0																																																																																			
Quality Oversight at no cost to the Project										8		\$0																																																																																			
TECHNICAL SUPPORT																																																																																															
Licensed Architect		ARCH - Review		\$ 130,000		\$ 62.50		\$ 137.50		0		\$0																																																																																			
Licensed Mech Engineer		MECH - Review		\$ 130,000		\$ 62.50		\$ 137.50		0		\$0																																																																																			
Licensed Elect. Engineer		ELECT - Review		\$ 130,000		\$ 62.50		\$ 137.50		0		\$0																																																																																			
Licensed Civil/Struct Eng		CIVIL/STRUCTURE - Re		\$ 130,000		\$ 62.50		\$ 137.50		0		\$0																																																																																			
										0		\$0																																																																																			
Total Project Labor >>										412		\$97,475																																																																																			
Expenses >>												\$5,000																																																																																			
Contingency >>												\$5,124																																																																																			
TOTAL Fee>>												\$107,599																																																																																			
												0.4												0.0												0.0												0.0												0.0																																			

[illegible]

PACKAGE 2 - INNOVATION

Multiplier **2.20** **160** Hours per month

☒ Key Personnel

LEADERSHIP

83.66022814

[illegible]



PACKAGE 3 - MID-TERM

STAFFING PLAN 3

ATTACHMENT B

[illegible]



CITY OF SAN MARCOS 6/12/2018

2017 BOND PROGRAM

				PRICING STRATEGY						
				Pricing by Individual Package			Pricing entire 2017 Program			
PROJECT		PACKAGE		Project Budget	NTE Fee	Fee % of Project Budget	Project Budget	NTE Fee	Fee % of Project Budget	
Public Library		PACKAGE 1	Refer to Staffing Plan 1		\$26,300,000	\$840,000	3.194%	No change	-\$69,000	-0.088%
Police Department Building										
Fire Station 2										
Fire Training Facility			Based on 3.5% Fee		\$2,000,000	\$70,000	3.500%			
Public Library - D/B Bridging Docs			Based on delivering 35% design documents		Incl. Above	\$305,000				
			TOTAL PACKAGE 1			\$1,215,000				
Public Services/Maintenance Facility	Refer to Staffing Plan 2	PACKAGE 2	Phase 1 (50% of total fee)		PACKAGE 2A	\$54,000	3.650%			
			Phase 2 (48% of fee based on schedule)			\$139,000				
			Phase 3 (48% of fee based on schedule)			\$650,000				
			Phase 1 (50% of total fee)		\$54,000					
City Hall			TOTAL PACKAGE 2A			\$897,000				
			Phase 2 (52% of fee based on schedule)		ADD. ALTERNATE PACKAGE 2B	\$150,000				
			Phase 3 (52% of fee based on schedule)			\$705,000				
			TOTAL ADD. ALTERNATE PACKAGE 2B			\$855,000				
Fire Station 6	Refer to Staffing Plan 3	PACKAGE 3			\$4,300,000	\$187,000	4.349%			
	TOTALS			\$78,600,000	\$3,154,000	4.013%	\$78,600,000	\$3,085,000.00	3.925%	



CITY OF SAN MARCOS

2017 BOND PROGRAM

6/1/2018

EXPENSES SUMMARY
ATTACHMENT D

Expenses Estimate

Qty	Part No./ Unit	Description	Unit Cost	Sub Total	Provided by PM	Provided by Client
COMPUTERS, NETWORK, SOFTWARE						
0	mos	Connectivity; minimum T1.	\$0	\$0	\$0	xx
0	ea	No need for Standard "Field Automation/Computer Estimate - Exhibit E-1" , since the computers are already in place. No cost for replacement of equipment has been added.			\$0	xx
1	ea	PMCS set up	\$20,000	\$20,000	\$20,000	xx
OFFICE PRODUCTIVITY						
1		DLP/LCD Projector and Case	\$0	\$0	\$0	xx
1		Smart White Board and Stand	\$0	\$0	\$0	xx
0	as needed	Reproduction	\$0	\$0	\$0	xx
	mos	Postage & Courier		\$1,000	\$1,000	
	mos	Copier - Lease: 5,000 copies per month	\$0	\$0	\$0	xx
0		High Capacity Fax. 250 sheet paper capacity; 50 page auto document feeder	\$0	\$0	\$0	xx
0	ea	USB flash drive - 5 GB		\$0	\$0	
0	ea	CAT5 Network cables		\$0	\$0	
MISCELLANEOUS						
1	ea	PT Staff Travel to San Marcos		\$47,450	\$47,450	
0	mos	Miscellaneous Expenses	\$0	\$0	\$0	xx
1	ea	Sprint Start - Provided at no cost		\$0	\$0	
1	ea	Training (Safety)		\$0	\$0	
0	unit	Partnering/Team Building		\$0	\$0	
0	ea	Travel (for Sprint Start		\$0	\$0	
1	ea	Mileage to project sites		\$1,980	\$1,980	
0	mos	Presentation Boards	\$0	\$0	\$0	xx
1		Conferences and events on behalf of the Program		\$2,000	\$2,000	
0	ea	Background Screening/Badging (all staff - renewable every year)		\$0	\$0	
OFFICE						
1	CIP office	CIP Office	\$0	\$0	\$0	xx
1	mos	Office (non-systems) Furniture	\$0	\$0	\$0	xx
1	mos	Office Lease 3,000 SF (includes all utilities, janitorial and parking)	\$0	\$0	\$0	xx
1	ea	Conference Room/ Facility (or access to), with seating for 12	\$0	\$0	\$0	xx
1	ea	Plan Tables & flat plan racks for blueprints (10 linear feet)	\$0	\$0	\$0	xx
	mos	Office Supplies.	\$0	\$0	\$0	xx
	ea	Parking for staff and visitors, including ADA compliant space(s)	\$0	\$0	\$0	xx
1	set	Reference Material.		\$0	\$0	
	mos	Safety Supplies. H		\$1,000	\$1,000	
PHOTOGRAPHY						
1		Digital Camera w/ Case		\$200	\$200	
0		Photo Printing	\$0	\$0	\$0	xx
0		Digital Camera Memory		\$0	\$0	
0		Digital Camera SLR w/ case		\$0	\$0	
TELEPHONE						
Per Jacobs policy, cell phones and cell phone service are included in salaries.						
0	mos	Telephone Service	\$0	\$0	\$0	
0	package	Office Telephones				xx
0	mos	Cellular Phone with voice and data service				

TOTAL PM PROVIDED: \$73,630



PROJECT SCHEDULE

EXHIBIT 4

[illegible]