

**ATTACHMENT A: SCOPE OF SERVICES FOR CIS#3
CITY OF SAN MARCOS
SESSOM DRAINAGE IMPROVEMENTS AT ACADEMY PS&E**

Project Understanding

The work to be performed by The ENGINEER, under this contract will consist of Design Engineering (90% & 100%) for Change in Service (CIS) #3. Scope will include the work necessary to extend the proposed storm sewer along Sessom Drive (from approx. 150' east of Alamo Street to Comanche Street) and along Comanche Street (from Sessom Drive to approx. 200' south of Sessom Drive) to a connection with the existing storm sewer.

I. Design Phase (90%/100%)

- A. Project Management and QA/QC: This task includes routine communication with the OWNER; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project for 3 additional months.
- B. Meetings:
 - i. City & Texas State University coordination meetings (2 meetings)
 - a. Attend two (3) City & Texas State utility coordination meeting
 - b. Prepare drainage alternative design to tie proposed storm sewer at Comanche Street
 - c. Prepare Opinion of Probable Cost for Construction for final cost-sharing agreement between the City & Texas State University
 - ii. SMEU Coordination Meeting: Attend three (3) utility coordination meeting with SMEU to discuss relocation plans, relocation alternatives, schedule, etc. Individual utility coordination meetings include meeting preparation, travel time, meeting, and follow-up meeting minutes.
- C. Field Investigations
 - i. Topographic and Tree Survey: Update map with visible improvements, visible utilities, one-foot contours, spot elevations, trees 4" diameter and larger, utility pipe sizes and flowlines when possible at the following locations:
 - a. Additional topographic and tree survey for the proposed storm sewer extension
 - b. 1106 Academy Street property on the NW corner of Academy Street & Orchard Street (include shots along building structure)

This will include coordinating with and locating One-Call markings for the site.
- D. Determine Easement/Land Acquisition Requirements: Prepare descriptions and accompanying sketches (metes and bounds) for easement areas on an as-needed basis. The descriptions will be prepared in a manner acceptable for easement or parcel conveyance or other similar uses, based on the boundary survey. This will include setting corners for the parcels (assuming five (5) separate parcels). To be provide when ROW is determined.
- E. Design Sheet Categories
 - i. Cover Sheet/Index/Project Layout
 - ii. Quantity Table:
 - a. Update quantities based on storm sewer extension
 - iii. General Notes: No additional services.
 - iv. Typical Sections
 - a. Update station ranges based on storm sewer extension;
 - b. Add Comanche Street existing and proposed typical sections.
 - v. Construction Phasing" Provide a written narrative of the construction sequencing and work activities per phase.
 - vi. Traffic Control Sheets (1"=40'): Prepare traffic control plans (TCP), including TCP typical sections, for Academy Street/Sessom Drive. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. We will implement the current Barricade and Construction (BC) standards and TCP standards as applicable.
 - vii. Road Design (1"=40')
 - a. Add roadway sheets to include the proposed storm sewer extension;

- b. Rework sidewalk alignments for proposed sidewalks along Yale Street, Orchard Street, and Academy Street/Sessom Drive
 - viii. Drainage (1"=40')
 - a. Update the entire proposed storm design to include the proposed storm sewer extension
 - b. Add water quality BMP design
 - c. Determine hydrology based on Atlas 14 requirements; summarize requirements in a technical memo
 - ix. Water/Wastewater
 - a. Extend proposed water and wastewater design to Alamo Street
 - b. Update proposed water and wastewater design with tee fittings for stub-out at Orchard Street
 - x. Signing & Pavement Markings (1"=40')
 - xi. Traffic Signal
 - a. Develop electrical wiring plan and details for the Texas State sidewalk light pole to be relocated at the southeast corner of Academy Street and Sessom Drive.
 - xii. Erosion Control
 - xiii. SUE:
 - a. Traffic control for single lane closures in order to perform testholes by Cobb Fendley on April 19, 2018.
 - b. Quality Level B - Designate
 - c. Quality Level A - Vacuum Excavation (up to 10 locations; includes traffic control)
 - xiv. Landscaping/Tree Mitigations
 - a. Tree well design
 - xv. Cross-section Sheets (1"=20'): Develop an Openroads model to generate cross-sections at 100' intervals along Academy Street/Sessom Drive, Academy Street, and Orchard Street to determine
- F. Texas Department of Licensing and Regulation (TDLR) Project Registration and Plan Review: Altura Solutions will perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):
 - i. Register the project with TDLR
 - ii. Perform plan review of the project construction documents

II. Construction Phase

- A. Project Meetings (Monthly-combined with site visit): Stake proposed power pole relocations with the City in the field.



Martha Weiss
Registered Accessibility Specialist #0336

5.21.2019

Project No.:

American StructurePoint

April Sandoval, Project Manager
3711 S. Mopac Expwy, Ste. 350
Austin, TX 78746

RE: City of San Marcos
Sessom Improvements
San Marcos, TX

(Per Email dated 5.21.19 -Estimated Total Construction Cost = \$2,597,203.40)

TAS (Texas Accessibility Standards) - Plan Review	\$ 575.00
TAS (Texas Accessibility Standards) - Final Inspection	\$ 600.00
Traveling fee	\$ 92.00
TAS (Texas Accessibility Standards) – Filing Fee (Required by TDLR-Texas Department of Licensing & Regulation)	\$ 210.00

Other Services

Please remit payment upon receipt:	Total due	\$1477.00
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Accessibility Code Etc.
7521 Magenta Lane
Austin, TX 78739

EIN # 45-3189760

Thank You For Your Business



**Professional Land Surveying, Inc.
Surveying and Mapping**

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

3500 McCall Lane
Austin, Texas 78744

VIA E-MAIL

April 24, 2019

April Sandoval, P.E.
AMERICAN STRUCTUREPOINT, INC
3711 South Mopac Expressway, Suite 350
Austin, Texas, 78746
P 512-494-6037

RE: Proposal for Professional Surveying Services
Additional tree and topography survey (Academy and Sessoms Roundabout).

Dear April:

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

Item 1. Route Boundary Survey.

Establish the right-of-way lines of the streets and properties as described in the email received on April 12, 2019 and attached hereto. This does not include surveying rear property corners

Chaparral will prepare the survey in substantial accordance with the TSPS Category 1-B, Condition II requirements. The survey will show the route (boundary) of Sessom Street and Comanche Street. Boundary corners along right-of-way will be located and verified, and any material discrepancies will be reported.

Survey limits:

For the main portion of the survey, the limits will extend along Sessom Drive, beginning 150' (feet) east of Alamo Street to Comanche Street and along Comanche Street to approximately 200' (feet) south of Sessom Street.

Item 2. Topographic and Tree Survey.

The map will show visible improvements, visible utilities, one-foot contour intervals, spot elevations, trees 4" diameter and larger, utility pipe sizes and flowlines when possible. The vertical information will be NAVD' 88 datum, and will be the same vertical datum used for the previous 2017 survey. The critical root zones (tree circles) will be shown in accordance to COA standards, unless other local or specific standards are provided to us. The client understands that certain species of trees may be difficult to identify, and the client should consider retaining an arborist to confirm the identification of certain

trees in critical areas.

This does not include utility research or plotting record utility line locations.

Item 3. 1106 Academy Street Property.

Additional Topo, Tree survey as per Item 2 above and house corners for property located at 1106 Academy Street, further described as being the northwest corner of Academy Street and Orchard Street.

Item 4. Parcel Description Descriptions.

Chaparral will prepare descriptions and accompanying sketches in a manner acceptable for easement or parcel conveyance or other similar uses, based on the boundary survey from Item 1 listed above. This does not include setting corner pins for the easements.

Fee Schedule:

<u>Item</u>	<u>Fee Basis</u>	<u>Chaparral Fee</u>
Route Boundary Survey	Lump Sum	\$ 2,800.00
Topo/Tree Survey	Lump Sum	\$ 4,200.00
1106 Academy Street Property	Lump Sum	\$ 800.00
<u>7 Parcel Descriptions</u>	Lump Sum	<u>\$ 5,250.00</u>
Total (no tax, tax exempt)		\$13,050.00

Work provided outside the above scope of services will be provided at our standard hourly rates. In order to furnish a lump sum fee and schedule, the following assumptions were made:

- Adequate boundary monumentation is recoverable and in good condition and there are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- Machete use may be necessary for site-line clearing and the client authorizes cutting of underbrush and small trees for this purpose.
- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

If this proposal is acceptable, please sign below and return one copy to our office. Receipt of the signed proposal will serve as our notice to proceed. Payment in full is

due upon receipt of product. This proposal is valid for 90 days from today's date.

Sincerely,



Marvin Dearbonne Jr., RPLS
As Agent for Chaparral Professional Land Surveying, Inc.

Accepted By:

Client: _____ Date: _____

Printed: _____

TBPLS Compliance:

§661.57. Land Surveying Firms Compliance.

A Firm shall not offer to perform or perform land surveying services for the public unless registered with the Board pursuant to the requirements of §661.55 of this title (relating to Registration of Land Surveying Firms). (1) A Firm shall not offer land surveying services to the public unless the offer of services contains the Certificate of Registration firm number.

Chaparral Professional Land Surveying Texas Board of Professional Land Surveying Firm No.: 10124500

§663.8. Adherence to Statutes and Codes.

Any surveyor subdividing land into tracts subject to statutory requirements providing for an approval process by a governing body for such subdivision shall notify the individual whose intent it is to create the subdivision of the existence of the statutory requirements that pertain to and affect the development of the proposed subdivision prior to commencing the survey. It is recommended that this notification be in writing and a copy be maintained within the surveyor's permanent records.

Insurance:

Liability – Chaparral Professional Land Surveying, Inc. will provide insurance certificates upon request for commercial general liability, automotive, and professional liability. Chaparral's professional liability shall be limited to the total amount of recoverable professional liability insurance provided in the insurance policy. Liability shall not extend to officers or employees individually.

Additional Insurance – If additional professional liability and/or coverage periods are required, Chaparral will be notified prior to execution of this proposal/contract, as additional fees for this coverage may be required.

Open Invoices – Chaparral shall not be liable for projects with open or past due invoices.

May 24, 2019

APRIL SANDOVAL, PE
Project Manager
American Structure Point
3711 South Mopac Expressway, Suite 350
Austin, Texas 78746

VIA E-MAIL

Re: SUE supplemental Sessom Dr. and Academy
San Marcos

Dear Ms. Sandoval,

CobbFendley is pleased to provide this scope and fee estimate for the Subsurface Utility Engineering (SUE) investigation services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below. This proposal is based your email provided on April 23rd 2019.

Scope of Services

The purpose of this SUE investigation is to provide SUE Quality Level B designating and Quality Level A vacuum excavation test holes to determine horizontal and vertical location of specific requested utilities at specified locations on the above referenced project. The scope limits for Quality Level B work is on the attached plan exhibit. The proposed test hole locations have yet to be determined. Typically, Level B utility information is provided first and Level A test holes determined later. Therefore, proposed locations (#1 - #17) shown on the attached exhibit are likely to be revised after the Level B portion of the scope has been reviewed. This two-stage, combination approach will provide useful utility information for drainage design and utility relocation purposes.

SERVICES TO BE PROVIDED BY COBB FENDLEY

When performing this type of work CobbFendley typically follows ASCE 38-02 "The Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data"- see below. It is anticipated that CobbFendley will provide Quality Level B and A information.

Utility Quality Levels are defined in cumulative order (least to greatest):

Quality Level D - Existing Records: Utilities are plotted from review of available existing records

Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Additional description of services, methodology and equipment is below.

Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data

Designate (Quality Level B)

1. Coordinate with client to determine a work plan, schedule and permission to work on site. Rights of Entry or permits to work in City Right of Way, if required, will be provided by the client.
2. Designate (means to record and mark) the horizontal location of the existing tone-able utility facilities using non-destructive surface geophysical techniques. Tone-able utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. Non-tonable lines (e.g. PVC water lines without trace wires) can be identified by their surface features but may not be mapped to Quality Level B. Under ideal circumstances nonconductive buried lines can be investigated successfully with Ground Penetrating Radar (GPR). Soil conditions in Texas are however generally not suitable for GPR. CobbFendley has had success using GPR for SUE work, but non-conductive features can remain undetected.
3. Water and communication vaults can be investigated from above ground. CobbFendley does not enter buried power vaults or manholes. Storm drain mapping is not provided as part of Level B. Overhead utility inventory is not considered part of a subsurface utility investigation
4. A non-water based paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
5. All designated utilities and utility surface features will be surveyed and tied to project survey control. Client will provide survey control and a project basemap in AutoCAD/ Microstaion format to CobbFendley.
6. Using this information CobbFendley will draft a color-coded composite utility facility plan showing utility type and quality level. It is understood by both CobbFendley and the Client that the line sizes of designated utility facilities detailed on the deliverable are from records (if available) and that an actual line size is normally determined from a test hole vacuum excavation. This information will typically be provided in AutoCAD/Microstation format.
7. Clearly identify all utilities that were discovered from prior record research (if available), but cannot be depicted to Quality Level B standards. These utilities will have a unique line style and symbology in the deliverable identifying them as Level D

It is not anticipated that traffic control will be required to perform the Level B portion of the scope.

Vacuum Excavation (Level A)

In locations where the depth of identified buried utilities is required, CobbFendley will perform FHWA Level A vacuum test holes. In order to efficiently excavate holes in the correct locations, target utilities will be designated in the immediate vicinity of each proposed location prior to excavation. Holes are excavated using nondestructive compressed air or water and vacuum technique. This service will be performed as follows:

- 1) Coordinate with Client to obtain location of proposed test holes. Client will provide any right of entry permission or permits that are required. Follow "Texas 811" damage prevention procedure.
- 2) Using non-destructive surface geophysical techniques designate target utilities at each proposed hole location. Designate means to identify and mark tone-able utilities Tone-able utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde.
- 3) Comply with policies for the prevention of underground utility damage (i.e., one-call system)

- 4) Vacuum excavate to measure and record the depth and location of found items. Test holes do not typically exceed 1 square ft unless usual circumstances exist. CobbFendley accepts no responsibility for contaminated soils should they be encountered during excavation. CobbFendley does not take ownership of any excavated material.
- 5) Record depth of the utility, line size, line material, condition of the line, type of soil around the line. Provide markers at each utility location.
- 6) Backfill the hole. Compact in lifts. Restore pavement.
- 7) Survey utility test hole locations and tie to existing project survey control. Client will provide survey control.
- 8) Draft surveyed information onto project base map. Client will provide base map file (typically topo or alignment file) in AutoCAD or Microstation format.

“Standard traffic control” is performed by CobbFendley and is included in our rates. Standard traffic control can be described as that necessary for manhole entry or short term access to utility features located in the roadway. However, depending on the location of proposed test holes ‘non-standard’ traffic control may be required (lane closures, police officer present, arrow board, etc...) these services are considered extra.

Basis of Compensation

Please see attached spreadsheet for breakdown:

Summary

SUE Level B estimated cost	\$17,955.00
SUE Level A test hole estimated cost (10 locations)	\$27,990.00
Outstanding traffic control fee (lane closures on 4/9 and 4/10/2018)	\$ 2,002.62

If this proposal is acceptable and you agree to the following terms and conditions, please sign below return to us. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

This proposal accepted by:



Richard Clarke.
Project Manager

American Structure Point

Signature

Date

Print Name

Title

Sessom and Academy SUE estimated fee:

[illegible]

COSM Sessom Improvements

Pothole Locations

Legend

 Exist. Electric

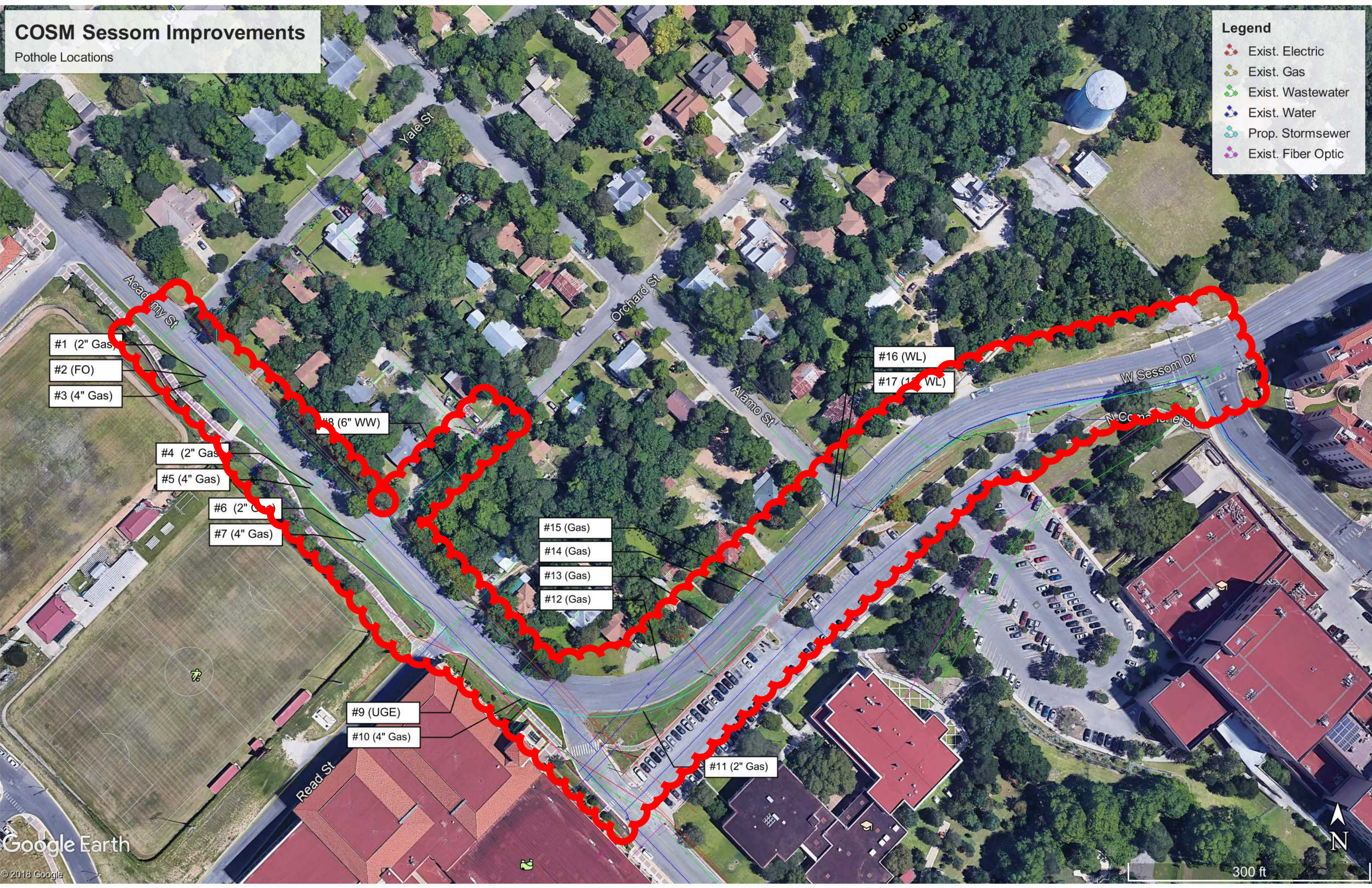
 Exist. Gas

 Exist. Wastewater

 Exist. Water

 Prop. Stormsewer

 Exist. Fiber Optic





GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within ten (10) business days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.



15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.



April 17, 2019

April Sandoval, PE
American Structurepoint Inc
1717 W 6th Street, Suite 375
Austin, TX 78702
512.949.6037
asandoval@structurepoint.com

**RE: Academy Street & Sessom Drive
Additional Services Proposal**

Dear Ms. Sandoval:

Due to the recently-approved drainage alternative to extend the proposed storm sewer to Comanche Street, Coleman & Associates requests Additional Services for the design of tree wells to be included in this supplemental.

ITEM 1: CONSTRUCTION DOCUMENTS

Construction Documents for 90% and 100% submittals shall include:

1. Tree Protection Plan & Details:
 - Tree Protection Plan (estimate: 1 sheet, 1"=20'-0" scale, double bank on 11x17)
 - Tree Protection Details (estimate: 1 sheets)
2. Landscape Planting/Mitigation, Details & Specs:
 - Landscape Planting and Mitigation Plan (estimate: 1 sheet, 1"=20'-0" scale, double bank on 11x17)
 - Landscape Details and Specifications (estimate: 1 sheet)
3. Irrigation/Sleeving, Details & Specs Plan:
 - Irrigation Plan (estimate: 1 sheet, 1"=20'-0" scale, double bank on 11x17)
 - Irrigation Details and Specifications (estimate: 1 sheet)

Additional Services Fee:

\$ 3,000.00

This contract is subject to all terms and conditions listed on the original contract dated 3/28/2018, including but not limited to hourly rates, exclusions, and reimbursement terms. Please feel free to contact me should you have questions or need additional information.

Aan Garrett-Coleman, ASLA, LEED AP
President
Coleman & Associates

Accepted by:

Signature/Date: _____

Name/Title: _____



1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
TBPE Firm #6535
P - 512.338.1704 F - 512.338.1784
kfriese.com

April 17, 2019

Ms. April Sandoval, PE
American Structurepoint, Inc.
3711 South Mopac Expressway
Suite 350
Austin, TX 78746

Sent Via: E-MAIL

Re: Sessom Drainage Improvements at Academy

Dear Ms. Sandoval:

K + Friese & Associates (KFA) is pleased to provide the enclosed proposal to provide additional design phase services for water and wastewater utility improvements on the above-referenced project. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Owens', with a stylized flourish at the end.

Thomas M. Owens, PE
Executive Vice President

Enclosure:
Additional Scope of Services
Additional Manpower/Budget Estimate

CITY OF SAN MARCOS
SESSOM DRAINAGE IMPROVEMENTS AT ACADEMY
ADDITIONAL SCOPE OF SERVICES

Project Understanding

American Structurepoint contracted with the City of San Marcos to provide Engineering Services for drainage improvements for Sessom Drive at Academy Street. The City requested that the project limits agreed upon in the original Scope of Services be expanded to include proposed drainage improvements along Sessom Drive from Academy Street to Comanche Street. As a subconsultant to American Structurepoint, K Friese + Associates (KFA) will provide Engineering Design Services to replace the existing water and wastewater utilities along Sessom Drive between Academy Street and Alamo Street. The scope includes:

1. Replacing the existing waterline along Sessom Drive with a new 12-inch main from Academy Street to Alamo Street. The design will take into account future waterline improvements in the area by installing 12" tees at each cross-street.
2. Replacing the existing wastewater line along Sessom Drive with a new 8-inch main from Academy Street to Alamo Street.

Basic Scope of Services

Utility Coordination and Design

- A. Project Administration – This task includes manpower, budgets, and schedules; invoicing; and other activities associated with administering the project.
- B. Project Meetings – KFA will perform one (1) site visit to walk the additional project area to confirm existing utility alignments based on surface features, and to identify any potential construction constraints.
- C. Review SUE/Utility Data – KFA shall review relevant water/wastewater data from the SUE deliverables, the City of San Marcos (CoSM), and other sources as available.
- D. Plan Preparation – KFA shall prepare up to six (6) additional plan sheets for bidding. The plan and profile sheets will utilize the roadway sheets as a base file. The additional sheets include:
 1. Plan and profiles of the proposed main replacements at a scale of 1"=40' H and 1"=4'V
 2. Plan view of abandonment of existing lines
 3. Bypass pumping plans
- E. Construction Sequencing/Phasing - KFA will prepare a necessary construction phasing plan for the additional utility installations. Sequencing/Phasing will be tied to the Bypass Pumping Plans and Water Shut-out Sheets included with the original Scope of Services.
- F. Technical Specifications – No additional services.
- G. Deliverables – It is assumed there will be the following submittals: 90% and Final. KFA will include the additional plan sheets and quantities with the deliverables outlined in the original Scope of Services
- H. RFIs – No additional services.

CITY OF SAN MARCOS
SESSOM DRAINAGE IMPROVEMENTS AT ACADEMY
ADDITIONAL SCOPE OF SERVICES

ASSUMPTIONS

1. Storm sewer alignment and profile data will be provided in a Geopak Drainage (.gdf) file format.
2. The following are not included in the scope and fee:
 - a. Surveying related to any water or wastewater relocation. It is anticipated that all surveying required for design of the relocations will be included, including topographic, property lines, right-of-way, utility information and other physical features.
 - b. Geotechnical, environmental, or other services outside of the engineering design effort. It is assumed that geotechnical data is available for pipe design and bedding design and anticipation of groundwater conditions.
 - c. Traffic control related to water and wastewater relocations.
 - d. Storm water controls related to water and wastewater relocations.
 - e. Coordination or design of any utilities outside of CoSM water and wastewater facilities.
 - f. Corrosion protection and monitoring.
 - g. Structural design of any special vaults, junction boxes or manholes that may be required.
 - h. No design or abandonment of private water or wastewater lines, meters, septic tanks, lift station, grease traps or other facilities.
 - i. Easement metes and bounds preparation.
 - j. Permitting of all kinds.
 - k. Front end and contract documents, and specifications not specifically related to water and wastewater relocations.
 - l. Cost estimating.
 - m. Bid and construction phase services.
 - n. Responses to RFIs not specifically related to water and wastewater improvements.

MANPOWER/BUDGET ESTIMATE
CITY OF SAN MARCOS
SESSOM DRIVE DRAINAGE IMPROVEMENTS AT ACADEMY - ADDITIONAL SERVICES

Task	Principal Hrs	QA/QC Engineer Hrs	Project Manager Hrs	Project Engineer Hrs	EIT Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	Expenses \$	Total Cost \$
PHASE B - 60%, 90%, FINAL DESIGN											
A Project Administration	1		2				2	5	\$840		\$840
B Project Meetings (1)				2	2			4	\$440	\$50	\$490
C Plan Preparation (6 sheets)		6	6	24	36	36		108	\$11,910		\$11,910
D Construction Sequencing/Phasing			2	4	4			10	\$1,260		\$1,260
F Deliverables			2	2	4	4	2	14	\$1,540		\$1,540
SUBTOTAL PHASE B	1	6	12	32	46	40	4	141	\$15,990	\$50	\$16,040
TOTAL	1	6	12	32	46	40	4	141	\$15,990	\$50	\$16,040