Kissing Alley Improvements
Preliminary Engineering Report and Field Services
July 1, 2019
Revised July 16, 2019

Project Understanding

CobbFendley (CF) has been tasked by the City of San Marcos to design, bid, and provide construction phase services for Kissing Alley, located in between Hopkins Street and University Drive. The total project length is approximately 900'. The project will include preliminary engineering phase services, topographic survey, boundary location, design, subsurface utility engineering, electrical design, lighting investigation, and land planning and aesthetic design for the section of Kissing Alley in between Hopkins and Hutchinson. See **Exhibit 1** for the project layout.

The following is the understood scope of services. Environmental Services and Utility Coordination shall be provided during design services.

Task A:
Preliminary Engineering Report: This scope assumes the PER phase, with field work, will take four (4) months to complete, excluding City and Stakeholder review time. See the line item 7g in the 30% plans section for information to accompany the PER report by supplemental disciplines, including: survey, Geotech, SUE, land planning and design, utility coordination, and electrical. Environmental consulting services shall be provided at a later phase in the project and should not be essential for the preparation for the PER.

1. Project Management and QA/QC: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, invoicing, and quality management so that project milestones and deliverables meet schedule and budget constraints.
    a. Project Management
    b. QA/QC
2. Meetings
    a. Project Coordination Meetings. Two meetings have been budgeted for this Preliminary Phase with the client.
    b. Kickoff Meeting. One kickoff meeting with the project team.
    c. Bi-weekly coordination calls. CF will host up to 8 coordination call meetings with the project team.
3. Data Collection and Review
    a. Review Reports, studies, and drawings. This assumes that the City of San Marcos will provide relevant and requested reports, studies, and drawings.
    b. Site Visits
4. Onsite Hydrology and Hydraulics – This assumes there is no major, or significant offsite drainage area that contributes flow to this project area.
    a. On-Site Hydrology Pre- & Post – Delineate street and local drainage areas, time of concentration, runoff coefficients, rainfall intensity, and runoff used in hydrologic methods. The rational method with Atlas 14 rainfall intensities is assumed to be used for this project.
    b. On-Site Hydraulics Pre- & Post – Model Existing and Proposed storm sewer and infrastructure in the project area using StormCAD and excel.
5. Water Quality – Water quality LID options will be evaluated for the project, including permeable pavers and stormceptors for pollutant mitigation.
6. Preliminary Alley cross sections – Determine the pavement requirements in two options for permeable pavers and concrete.
7. Preliminary Storm Sewer, Water, and Sanitary Sewer layout – Plan view layout of the assignments of the utility relocations.

8. Preliminary Construction Phasing Plan – written description with conceptual exhibits to describe the project construction and associated traffic/public impacts.
9. Determine Easement and Land Acquisition Requirements for Electrical relocations- Prepare Exhibits for Potential Easement and ROW Requirements to be included in the PER. This does not include metes and bounds descriptions. These will be for discussion only. Metes and Bounds will be performed by CF survey department after developed by engineering and approved by the client.
10. Determine Project Permitting/Design Requirements – to Accompany PER
    a. TxDOT, County ROW, Floodplain, TCEQ Edwards Aquifer Zone
11. Construction Cost Estimates: shall include estimates based on linear feet of water, wastewater, storm sewer, streets, sidewalk, illumination, and other identified construction activities. 25% contingency will be applied.
12. Deliverables
    a. Monthly Status Update- Assumes 4 months duration for draft PER
    b. Stakeholder meetings:
        i. City of San Marcos City Council – 2 meetings
        ii. Downtown Business District – 2 meetings
        iii. Texas State University – 2 meetings
    c. Public Meeting Roll Plots & Exhibits
    d. Preliminary Engineering Report - Draft
    e. Preliminary Engineering Report – Final

Task B: Field Services, CobbFendley Supplemental Disciplines, & Subconsultants

1. Survey – see attached survey scope of services provided by CobbFendley on 06/11/19 for topographic and easement services.
2. Geotechnical Engineering – See attached Arias Scope of Services dated February 8, 2018.
3. Subsurface Utility Engineering (SUE)– See the attached scope of services provided by CobbFendley for SUE services to provide Level B utility locates. Additional SUE services such as Level A will be determined after the 30% level for a more accurate scope.
4. Illumination – See American Structurepoint scope of services for existing and proposed illumination studies and recommendations.
5. Electrical Design – See the attached CobbFendley scope of services for the electrical relocation.
6. Landscape Architecture, Planning, and Aesthetic - See the attached Design Workshop proposal dated June 8, 2019. Note: due to the unknown preference and great variation of outcome, this proposal is only covering PER and 30% milestones. After selections for design and landscape are made, the proposal can be updated, and Architecture added if necessary.

Schedule

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

- Preliminary Engineering Report (4 months)

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

City Responsibilities

1. The City will provide to CF all data in the City's possession relating to CF's services on the Project. CF will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

2. The City will give prompt notice to CF whenever the City observes or becomes aware of any development that affects the scope or timing of CF's services.

3. The City will examine information submitted by CF and render in writing or otherwise provide comments and decisions in a timely manner.

4. The City will obtain all necessary right-of-entries from required landowners.

5. The City will provide Title Reports for properties with proposed easements.

6. The City will obtain all permanent sanitary sewer line, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.

Additional Services

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

1. Performing Subsurface Utility Engineering test holes.

2. Performing title searches for easement or joint-use agreement preparation.

3. Preparation of additional easement/ boundary exhibits beyond the number identified in the Scope of Services.

4. Acting as an agent of the City in the acquisition of permanent or temporary easements.

5. Preparation of platting documents and/or real property survey for site acquisition.

6. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the Project, beyond those meetings identified above.

7. Preparing applications and supporting documents for government grants, loans, or planning advances.

8. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.

9. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.

10. Logistics associated with hosting the public meetings. CF's involvement is defined in the sections above. Mailers, website development, public signage placement, and other outreach efforts are not included in this scope.

11. Traffic counts are not included in this scope of services.

12. Traffic signal design is not included in this scope of services.

13. Detailed dry utility design is not included in this contract other than those specified in the illumination/photometric and electrical design sections.

14. ROW and Easement acquisitions are to be handled by the City of San Marcos. Additional services are required if CF is to provide services in this area.

15. It is assumed that TCEQ permitting is not required for this project. Due to the project limits being located within the Transition Zone of the Edwards Aquifer, and the runoff draining away from the Edwards Aquifer Recharge Zone, based on the TCEQ flowchart, WPAP, SCS, and/or Contributing Zone permitting is not required by the TCEQ.

16. It is assumed the CLOMR and LOMR applications are not required on this project.

17. It is assumed that detention pond or regional storm water management is not required in this project.

18. This scope of services does not include drainage 2D modeling.

Exhibit 1


University Drive
Kissing Alley
Project Area
Hutchinson St.
E Hopkins St
University Dr
N Edward Gary St
Garrison St
W Hutchison St
N Guadalupe St
W Hopkins St
80
82

Hourly Breakdown

EXHIBIT 2 - FEE ESTIMATE

City of San Marcos, Texas
Kissing Alley Improvements

					Staff							Civil Subconsultants	Total Expense	Mileage	Printing 8.5x11	Printing Full Size
		Professional Service Description	Total Task Hours	Total Task Cost	Principal	Project Manager	Senior Project Engineer	Project Engineer II	Project Engineer I	Senior Technician	Clerical	Sub 1		per mile	per each	per sf
					$225.00	$200.00	$185.00	$135.00	$115.00	$135.00	$75.00	Fee		$0.55	$0.15	$3.00
Task A Preliminary Engineering			**320.00**	**$ 50,090.00**	**21.00**	**82.00**	**25.00**	**122.00**	**64.00**	**1.00**	**5.00**		$ 4,522.25			
1		Project Management & QA/QC	0.00	$ -									$ -			
	a	Project Management	20.00	$ 4,100.00	4.00	16.00							$ -			
	b	QA/QC - PER	24.00	$ 4,440.00			24.00						$ -			
2		Meetings	0.00	$ -									$ -			
	a	Project Coordination Meetings - 2	9.00	$ 1,565.00	1.00	4.00		4.00					$ 76.30	140		
	b	Kickoff Meeting - 1	10.00	$ 1,520.00	1.00	2.00	1.00	2.00	2.00	1.00	1.00		$ -			
	c	Bi-weekly Coordination Meetings -8	16.00	$ 2,680.00		8.00		8.00					$ -			
3		Data Collection and Review	0.00	$ -									$ -			
	a	Review Reports, Studies, and Drawings	9.00	$ 1,200.00		1.00		4.00	4.00				$ -			
	b	Site Visit - 1	3.00	$ 405.00				3.00					$ 38.15	70		
4		On-Site Hydrology and Hydraulics	0.00	$ -									$ -			
	a	On-Site Hydrology	9.00	$ 1,280.00		1.00		8.00					$ -			
	b	On-Site Hydraulics - Pre & Post	17.00	$ 2,360.00		1.00		16.00					$ -			
5		Water Quality Analysis and Alternatives	18.00	$ 2,560.00		2.00		16.00					$ -			
6		Preliminary Alley Cross Sections	17.00	$ 2,040.00		1.00			16.00				$ -			
7		Preliminary Storm, Water, Sanitary Sewer Layout	17.00	$ 2,040.00		1.00			16.00				$ -			
8		Preliminary Construction Phasing	8.00	$ 1,340.00		4.00		4.00					$ -			
9		Determine Easement Requirements - Preliminary	3.00	$ 470.00		1.00		2.00					$ -			
10		Project Permitting Requirements	1.00	$ 135.00				1.00					$ -			
11		Construction Cost Estimates	9.00	$ 1,280.00		1.00		8.00					$ -			
12		Deliverables	0.00	$ -									$ -			
	a	Monthly Status Update - Assumes 4	8.00	$ 930.00		2.00			2.00		4.00		$ -			
	b	Stakeholder Meetings - up to 6	48.00	$ 9,120.00	12.00	24.00		12.00					$ 457.80	840		
	c	Public Meeting Roll Plots	4.00	$ 695.00	1.00	1.00		2.00					$ 300.00			100
	d	PER Report - Draft	49.00	$ 6,905.00	1.00	8.00		24.00	16.00				$ 75.00		500	
	e	PER Report - Final	21.00	$ 3,025.00	1.00	4.00		8.00	8.00				$ 75.00		500	

EXHIBIT 2 - FEE ESTIMATE

City of San Marcos, Texas
Kissing Alley Improvements

		Professional Service Description	Total Task Hours	Total Task Cost	Staff: Principal	Staff: Project Manager	Staff: Senior Project Engineer	Staff: Project Engineer II	Staff: Project Engineer I	Staff: Senior Technician	Staff: Clerical	Civil Subconsultants: Sub 1	Total Expense	Mileage: per mile	Printing 8.5x11: per each	Printing Full Size: per sf
					$225.00	$200.00	$185.00	$135.00	$115.00	$135.00	$75.00	Fee		$0.55	$0.15	$3.00
Task B Field Services, Subconsultants, and other Disciplines			**32.00**	**$ 98,208.00**	**0.00**	**17.00**	**0.00**	**15.00**	**0.00**	**0.00**	**0.00**					
	1	**Survey - Topo, Existing Boundary - See CF Scope and Fee**	4.00	$ 34,265.00		2.00		2.00				**$33,595.00**	$ -			
	2	**Geotechnical Engineering - See Arias Scope & Fee**	2.00	$ 8,495.00		1.00		1.00				**$8,160.00**	$ -			
	3	**Subsurface Utility Engineering (SUE) - See CF Scope and Fee - Level B Only**	2.00	$ 24,877.00		2.00						**$24,477.00**	$ -			
	4	**Illumination Design - PER & 30% - Provided by American StructurePoint**	4.00	$ 6,741.00		2.00		2.00				**$6,071.00**	$ -			
	5	**Electrical Design - See CF Scope and Fee**	4.00	$ 5,340.00		2.00		2.00				**$4,670.00**	$ -			
	6	**Landscape Architecture, Planning, and Aesthetic - PER & 30% Only - See Design Workshop Scope and Fee**	16.00	$ 18,490.00		8.00		8.00				**$15,810.00**	$ 3,500.00			
		END BASIC SERVICES														
		Total Basic Service Hours:	**320.00**		**21.00**	**82.00**	**25.00**	**122.00**	**64.00**	**1.00**	**5.00**					
		Total PER Services	**$ 50,090.00**													
		Total Field and SubConsultant Services	**$ 98,208.00**													
		Total Expenses	**$ 4,522.25**													
		Overall Total	**$ 148,298.00**													

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

Payment to the ENGINEER will be made as follows:

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

Invoice and Time of Payment

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

Subconsultant Proposals

Task B.1

CobbFendley
TBPE Firm Registration No. 274

June 12, 2019

"Kissing Alley" - Topographic and Boundary Survey – City of San Marcos

SITE DESCRIPTION

The site is considered to be the length of the follow streets: (See Exhibit "A" below)

- The limits of the alley running north and south through Blocks 20 and 24 of the Original City of San Marcos from East Hopkins Street north to University Drive (known as "Kissing Alley).
- Parking lots to the west of the alley within Block 20. Limited to the face of building to the north, west, and south and the alley to the east. Approximately 70' x 170'.
- Within the ROW of the following corridors; a) University Drive 50 feet east and west of the alley b) East Hutchison Street 50 feet east and west of the alley, and c) East Hopkins Street 50 feet east of the alley and from the alley west to the east ROW of North Guadalupe Street.

Length of route totals approximately 1,270 feet

SCOPE OF SERVICES

a. Topographic and Tree Survey for the red boundary area as shown on Exhibit "A" below. CF will prepare an electronic map showing the following:

- Full topography within the project limits. Cross sections will be collected at approximately 40-foot intervals. CF will record natural ground, top of pavement and all grade break features sufficient to create surface contours at a 1-foot interval.
- GPS – VRS Network, conventional total station collection, and terrestrial LiDAR equipment will be utilized on this project.
- CFA will establish Survey Control that will be referenced to the Texas State Plane Coordinate System - Central Zone, North American Datum 1983, North American Vertical Datum 1988 (Geiod 12b) and referenced to City of San Marcos Control Network, if applicable.
- CF will set survey control monumentation (4 minimum) within the project limits.
- Existing trees, size and type (at minimum caliper inches required by City CIP) – 6" and above caliper for Native Oaks, Elms, Madrone, and Pecan, Celtis Occidentalis (Hackberry), Juniperus Virginiana, Juniperus Ashei (Common

Cedar), Chinaberry, mesquite and Ligustrum trees per San Marcos City Ordinances, Section 5.5.2.2-(g)(2).

- Shot at top of nut of water and gas valves. Water, Sewer, and Drainage maps will be required to be provided by City prior to survey.
- Identify all visible and above grade utilities, and manholes with invert elevations and tied to existing control points/ City bench marks (if any). Underground site utilities will be located by ONE CALL only.
- Additional manholes one block east and west along East Hopkins Street, East Hutchison Street, and University Drive will be located with invert elevations and tied to existing control points.
- Detail sheets of all storm and wastewater manholes will be created showing pipe location, pipe size and type, rim and invert elevations, and photographs of the exterior and interior of the manhole.
- A topographic field survey will be performed, in accordance with the **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas - Category 6, Condition I,** to confirm the existing surface feature and elevation information within the project area.

b. **Boundary Survey:**

- Research parcels and rights-of-way, gather deeds, maps and data relevant to Blocks 20 and 24 of the Original City of San Marcos, East Hopkins Street, West Hutchison Street, and University Drive. Abstracting and deed research will be performed to obtain any additional subdivision plat, adjoiners and right-of-way deeds pertinent to the parcel boundaries and subject ROWs.
- Perform on-the-ground field surveys to recover any additional property corners relevant to said parcels (20 Tracts) and street rights-of-.way (3 Streets).
- A boundary field survey will be performed, in accordance with the **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas - Category 1B, Condition I,** to confirm the existing right-of-way information for East Hutchison Street, East Hopkins Street, and University Drive, along with all parcels boundaries for Blocks 20 and 24 of the Original City of San Marcos (Expected 20 total tracts).

- Project Datum - this project will utilize the existing datum established specifically for this area, which is referenced to the Texas State Plane Coordinate System - South Central Zone, North American Datum 1983, North American Vertical Datum 1988, and the Hays County Control Network, if applicable.

- A plat of survey will be prepared reflecting the results of the boundary survey information and will be available in electronic form.

EXCLUSIONS FROM THE SCOPE OF SERVICES

- Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

- Right of Entry will not be required for this survey, as all work will be performed with in the obvious (fenced) Right-of-Way limits.

- The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.

- Excavation of utilities and Subsurface Utility Engineering.

- Zoning Matters and Platting

- "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should "NON STANDARAD" control be required (lane closures, police office present, arrow board, etc…) these services will be considered extra.

- Any other service not specifically included within this description of Scope of Services described above

BASIS OF COMPENSATION

We propose to perform the described Basic Services for the following fees:

BASIC HOURLY SURVEY SERVICES- **$33,595.00**

EXHIBIT "A"

SURVEY LIMITS: Highlighted in Red

Exhibit "A"

CobbFendley
TBPE Firm Registration No. 274

PROJECT ESTIMATE WORKSHEET

Project Name: San Marcos - Kissing Alley
Client :
County : Hays
State : Texas
Proposal Date : 6/10/2019

City of San Marcos - Kissing Alley - Boundary, Topographic Survey and Easements

Task		Quantity	Travel	2 Person Field Crew	3 Person Field Crew	4 Person Field Crew	RPLS	LSLS	Senior Technician	Technician II	Field Technician I	ROW Agent	Senior PM	Principal		GPS Unit Per Hr			Totals
				$145.00	$170.00	$190.00	$170.00	$235.00	$165.00	$145.00	$125.00	$140.00	$270.00	$290.00		$37.00			
				Field	Field	Field	Office	Office	Office	Ofice	Field	Ofice	Office	Office	Field				
Pre-Field Office																			
1	Deed Research	2 Blocks (20 tracts)					1.0		6.0									7.0	$ 1,160.00
	ROW Research	3 Cross Streets					1.0		3.0										$ 665.00
2	Base Map	Deed and ROW Plots					1.0			10.0								11.0	$ 1,620.00
3	Project Control	City of San Marcos Monumets					1.0		2.0										$ 500.00
																		0.0	$ -
	Primary Field Work																	0.0	$ -
1	Locate City Control Monuments			2.0							2.0							4.0	$ 540.00
	Establish Project Control	4-6 Primary Points		8.0							2.0							10.0	$ 1,410.00
2	Topographic and Design Survey	Approx. 1270 L.F., 70 'x170' Lot		30.0							4.0								$ 4,850.00
3	Manhole Inverts	Approx. 11		5.0															$ 725.00
3	Boundary Survey			20.0							8.0							28.0	$ 3,900.00
4	One-Call	Locate Marks		10.0														10.0	$ 1,450.00
5	Terristrial LiDAR Scans			4.0														4.0	$ 580.00
																		0.0	$ -
	Office Work																	0.0	$ -
1	Process Control						1.0		4.0									5.0	$ 830.00
2	Process Daily Field Files						0.5		12.0	50.0								62.5	$ 9,315.00
3	Surface								8.0									8.0	$ 1,320.00
4	Inverts																		$ -
5	Boundary Annalysis						4.0		20.0										$ 3,980.00
																		0.0	$ -
																			$ -
	QA/QC	Site Walk									6.0							6.0	$ 750.00
																		0.0	$ -
	Project Management																	0.0	$ -
																		0.0	$ -
																		0.0	$ -
																		0.0	$ -
																		0.0	$ -
																		0.0	$ -
																		0.0	$ -
																		0.0	$ -
																		0.0	$ -
																		0.0	$ -
																			$ -
				79	0	0	10	0	55	60	22	0	0	0	0	0	0	155.5	
				$ 11,455.00	$ -	$ -	$ 1,615.00	$ -	$ 9,075.00	$ 8,700.00	$ 2,750.00	$ -	$ -	$ -	$ -	$ -	$ -		**$ 33,595.00**

TOTAL OFFICE			$ 22,140.00
TOTAL FIELD			$ 11,455.00
LABOR TOTAL			$ 33,595.00
Contigency	10%		$ 3,359.50
ROE CERTIFIED MAIL @ $10.00			$ -
Adjusted Total			$ 36,954.50
MILEAGE 100 Miles / Day @ 0.55		0	$ -
REIMBURSABLES			$0.00
PER DIEM @ $51.00			$ -
LODGING @ $91.00			$ -
TOTAL			**$ 33,595.00**

ARIAS GEOPROFESSIONALS
13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

Task B.2

June 17, 2019
Arias Project No. 2019-574

VIA Email: LParisher@cobbfendley.com

Lance Parisher, P.E.
Cobb Fendley & Associates, Inc.
505 E. Huntland Drive, Suite 100
Austin, TX 78752

RE: **Proposal for Geotechnical Engineering and Pavement Thickness Design**
Kissing Alleyway Improvements
San Marcos, Texas

Dear Mr. Parisher,

Arias Geoprofessionals, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering and pavement thickness design services for the above referenced project. Our understanding of the project is based on the information provided by you. We have received an image showing the project limits and discussed the project with you. Our understanding of the project, proposed scope of services, fee compensation and schedule are presented in the following sections.

Project Information

This project will include various utility and pavement improvements along Kissing Alleyway extending approximately 800 ft between W Hopkins Street and University Dr. in San Marcos, Texas. Pavement improvements may consist of new concrete pavements for heavy duty traffic and/or permeable pavers for light duty traffic. Utility improvements will mostly consist of trenched, open cut installation methods.

Proposed Investigation

Based on published geologic mapping and nearby experience, the site is likely underlain by surficial terrace deposits consisting of sand, silt, clay, and gravel in various proportions, typically coarsening with depth. Also mapped in the vicinity of site are shale and limestone of the Eagle Ford Group and Buda Limestone. Based on our understanding of the project and the requested scope, we propose the following field exploration:

Cores/Borings	Boring depth, ft	No. of Borings	Footage
Pavements Utilities	20	3	60
		Total	**60**

Arias personnel will mark the boring locations and will notify Texas One-Call at least 72 hours prior to drilling. Arias will obtain a right of way (ROW) permit in accordance with the City of San Marcos permit program. The borings will likely require traffic control for drilling in public ROW, but may be located on private business property which would lower the requirement for traffic control.

The borings will be drilled through the existing roadway/pavement section with a traditional truck-mounted rig. The borings will be advanced using augering and sampling techniques, using either push-tube sampling (ASTM D1587) or split barrel sampler while performing the Standard Penetration Test (ASTM D1586). Arias personnel will locate the borings, coordinate traffic control, direct the sampling efforts, visually classify recovered samples, and be present during drilling.

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. Each borehole will be backfilled with auger cuttings and bentonite and capped with at least 12 inches of sackrete and cold-patch asphalt to match existing surface elevation. We will obtain boring coordinates using a hand-held GPS device accurate to about 3 horizontal meters.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, and fines content (percent passing the No. 200 sieve), and unconfined compressive strength testing, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.

Reporting

Following drilling and laboratory testing, we will issue an electronic copy of our formal engineering report prepared by a licensed professional engineer in the State of Texas that will include:

- Description of the field exploration and laboratory testing programs;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;
- Depth of groundwater, if encountered at the time of drilling, and its potential impact on construction;
- Recommendations for design and construction of rigid pavements with a permeable pavements option for light duty sections;
- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction, E', for buried pipelines; and

- General recommendations for earthwork and construction.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Proposed Fee

We propose a lump sum fee of **$8,160.00** to perform the above outlined scope of services in accordance with the General Conditions included with this proposal. The proposal is based on the following assumptions:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. We will notify Texas 811 at least 72 hours prior to drilling. We request to be provided with any existing utility plans, if available, prior to our site mobilization;
- The City of San Marcos will allow us to drill during normal working hours (8am to 4pm). If drilling hour limitations increase the number of days required for our field investigation, we will need to discuss adjustments to our proposed fee.
- Boring locations will require a right-of-way permit with the city of San Marcos and associated traffic control. If a permit is not required, our lump sum fee will be reduced by $1,850.

We will invoice on a monthly basis. We have prepared our scope and fee with the understanding that Arias will have free access to the site and that no special permission or night-time work hours will be needed for access. Traffic control will consist of signs and delineators. Additional fees beyond our lump sum fee will be apply if a flagman operation and/or attenuator truck is required, and/or if night work is required.

Schedule

Upon receiving written authorization, we anticipate it will take up to 3 weeks to drill the borings (mark borings; clear underground utilities; obtain a ROW permit from the City of San Marcos; and coordinate drilling and traffic control). Drilling of the boreholes will take 1 day. Laboratory testing and report preparation will take 3 to 4 weeks. We anticipate submitting a draft written report about 6 to 7 weeks following receipt of written authorization. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining ROW permits to drill, obtaining right-of-entry, and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

We understand that proposal authorization and contract terms will be established per Cobb Fendley's Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email to klewis@ariasinc.com.

Should you have any questions, please do not hesitate to contact us. The undersigned with manage and perform the work. Thank you for this opportunity.

Sincerely,

ARIAS & ASSOCIATES, INC.
TBPE Registration No: F-32

Kemp S. Lewis, P.E.
Geotechnical Project Engineer

John S. Landwermeyer, P.E.
Managing Principal, Austin Operations

Task B.3

Scope of SUE Services (QLB)

The purpose of this investigation is to provide horizontal (SUE Quality Level B) designation for underground utilities within the project limits of the Kissing Alley Improvement Project.

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.

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.

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 the City of San Marcos to schedule work. It is assumed all work will be performed in City Right of Way or utility easement. If Right of Entry for private property is required, this will be will be provided by the City. The cost of obtaining this in not included in this estimate.
2. Request utility record information (records and as-built drawings from the City.) Record information will be used to assist in designating utilities in the field.
3. Designate within area of project limits.
4. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities. (Level A test hole are required for true horizontal and vertical utility information)
5. Correlate utility records with designating field work and resolve discrepancies using professional judgment.
6. Designated utilities will be surveyed. Utilities shown by record information, but not designated in the field will be represented by a different line style on the CADD deliverable (Quality Level D) The City of San Marcos will provide survey control and a project basemap in AutoCAD/ Microstaion format.
7. A final SUE Map of designated utilities will be prepared and sealed by a Professional Engineer.

List of Exclusions

- no work or traffic control in street intersections
- no wastewater lines (inverts picked up by survey)
- no irrigation water lines or control wire
- some services are undesignatable
- some lines (PVC pipe) may be undesignatable
- Separate GPR scans not included
- assuming City to provide up to date as-builts for storm improvements

Basis of Compensation

This scope of work can be performed on a time and material basis using approved City of San Marcos rates. The duration of work depends on depth of test holes and site conditions.

Utility Designating Services

Professional Services	**Rate**	**Unit**	**Quantity**	**Cost**
Project Manager	$176.00	Hour	10	$1,760.00
SUE Field Manager	$121.00	Hour	6	$726.00
Utility Specialist/EIT	$110.00	Hour	10	$1,100.00
CADD/SIT	$110.00	Hour	12	$1,320.00
SUE Tech II	$110.00	Hour	40	$4,400.00
SUE Tech I	$90.00	Hour	40	$3,600.00
2-Man Surveying (Labor and Equipment)	$165.00	Hour	16	$2,640.00
RPLS	$170.00	Hour	5	$850.00
Vacuum Excavation (vac truck & crew)	$286.00	Hour	N/A	
Other Direct Expenses				
Permitting Fees (not expected for City project)	Cost +5%	Each		
Traffic Control	$1,000.00	Day	2	$2,000.00
Vehicle charge	$61.00	Trip	5	$305.00
			Total	**$18,701.00**

Special Designating Services for Storm (rodding & pipe locator)

Professional Services	**Rate**	**Unit**	**Quantity**	**Cost**
Project Manager	$176.00	Hour	2	$352.00
SUE Field Manager	$121.00	Hour	2	$242.00
Utility Specialist/EIT	$110.00	Hour	2	$220.00
CADD/SIT	$110.00	Hour	4	$440.00
SUE Tech II	$110.00	Hour	12	$1,320.00
SUE Tech I	$90.00	Hour	12	$1,080.00
2-Man Surveying (Labor and Equipment)	$165.00	Hour	4	$660.00
RPLS	$170.00	Hour	2	$340.00
Vacuum Excavation (vac truck & crew)	$286.00	Hour	N/A	
Other Direct Expenses				
Permitting Fees (not expected for City project)	Cost +5%	Each		
Traffic Control	$1,000.00	Day	1	$1,000.00
Vehicle charge	$61.00	Trip	2	$122.00
			Total	**$5,776.00**
			GRAND TOTAL	**$24,477.00**

Task B.4

AMERICAN STRUCTUREPOINT INC.

July 10, 2019

Mr. Lance Parisher, P.E.
CobbFendley
505E. Huntland Drive, Suite 100
Austin, TX, 78752

Re: San Marcos Kissing Alley

Dear Mr. Parisher,

American Structurepoint, Inc., is pleased to provide CobbFendley this proposed scope of services and fee estimate for the Illumination section of the Preliminary Engineering Report in connection with the San Marcos Kissing Alley Project. This proposal is based on information provided to us on June 10, 2019 and July 3, 2019.

After you have reviewed the attached proposed Scope of Services and Fee Estimate, please do not hesitate to call if you have any questions or comments. Thank you for the opportunity to be of service. We are looking forward to working with you on this project. This project will be completed under a sub-consultant agreement between CobbFendley and American Structurepoint.

Sincerely,
American Structurepoint, Inc.

Ricardo Zamarripa, P.E.
Vice President

ATTACHMENT A
CITY OF SAN MARCOS
KISSING ALLEY PROJECT
SCOPE OF SERVICES

Project Understanding

The work to be performed by American Structurepoint. American Structurepoint under this contract will provide of providing Preliminary Engineering (30%) for the Kissing Alley Project. The project consists of the following improvements:

- General Description – Utility and lighting improvements for approximately 900 linear feet of along Kissing Alley between University Drive and Hopkins Street.

Basic Scope of Services

Preliminary Phase (30%)

1. Project Management and QA/QC: This task consists of effort associated with project administration, coordination with the Prime consultant, City staff, coordination and supervision of internal project team, and quality management so that project milestones and deliverables meet schedule and budget constraints.

2. Meetings

    a. Project Coordination Meetings: One (1) kickoff meeting with Prime Consultant and one internal kickoff meeting.

    b. Project Meetings: One (1) project meeting has been budgeted for the Preliminary Phase milestone submittal (30%).

3. Tasks
    a. Illumination
        a. Photometric Analysis – Prepare 2D Photometric Analysis with Visual Lighting 2017 software or equivalent to meet AASHTO Roadway Lighting Design Guide Illuminance Method for continuous lighting within the project limits.

4. Develop Opinion of Probable Cost for Construction: The opinion of probable cost will be prepared according to the current practices for the City of San Marcos and will include all items of work required for the complete construction of the work.

5. Deliverables:

    a. 30%: American Structurepoint will provide one (1) pdf electronic copy containing the following:

        i. Photometric analysis output exhibit.

        ii. Engineer's Opinion of Probable Construction Costs (OPCC).

        iii. Preliminary Engineering Report Illumination Section Draft (1-PDF, 1-DOC)

        iv. Preliminary Engineering Report Illumination Section Final (1-PDF, 1-DOC).

Additional Services

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

1. Performing 3D Photometric Analysis.

2. Researching and selecting appropriate style/brand of luminaire (assume City or Prime engineer will provide approved pedestrian lighting options)

3. 60% to 100% Detailed Design, Bid Phase and Construction Phase Services

EXHIBIT 3 - FEE ESTIMATE

City of San Marcos, Texas
Kissing Alley
American Structurepoint

		Professional Service Description	Total Task Hours	Total Task Cost	American Structurepoint Staff: Project Manager	QA/QC	Senior Project Engineer	Project Engineer	Sr Tech	Tech	EIT	Direct Expenses: Mileage @ $0.58/mile
					$190.00	$240.00	$180.00	$140.00	$135.00	$95.00	$110.00	Fee
Preliminary Phase (30%)			**43**	**$ 6,025**								
1		Project Management	1	$ 190	1							
		QC Review and Address QC Comments - 30%	2	$ 480		2						
		Project Accounting and Administration	3	$ 470	1			2				
2		Project Meetings (includes site visit)	6	$ 990	3			3				$46.00
3		Photmetric Analysis (2D)	24	$ 3,120				16			8	
4		Develop OPCC	2	$ 235				0.5			1.5	
5		Preliminary Engineering Report Draft (Illumination write-up)	3	$ 360				1			2	
		Preliminary Engineering Report Final (Illumination write-up)	2	$ 180				0.5			1	
END BASIC SERVICES LABOR												
		Total Basic Service Hours:	**43**		**5**	**2**	**0**	**23**	**0**	**0**	**12.5**	
Total Basic Services LABOR			**$ 6,025**									
Direct Expenses				**$ 46**								
		Mileage ($0.58/mile)	0	$ 46								$46.00
			0	$ -								
END												
		Total Direct Expenses	**$ 46**									
Total Fee Basic + Direct Expenses				**$ 6,071**								

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

Payment to the ENGINEER will be made as follows:

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

Invoice and Time of Payment

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

Task B.5

Electric Relocation
CobbFendley

Scope

The scope of work for CobbFendley to design a conduit system for San Marcos Electric Utility (SMEU) is presented in this section. The proposed conduit system will be installed along the north-south alley corridor between Hopkins Street and University Drive with conduit connections to the existing buildings on either side of Kissing Alley. The proposed conduit locations can be seen in Figure 1.

Preliminary Engineering

1. Provide Project Team with preliminary electric duct layout to use in Preliminary Engineering Report.
2. Determine easement and land acquisition requirements for SMEU facilities.
    a. This does not include metes and bounds descriptions. These will be for discussion only.
3. Determine permitting requirements for electric overhead to underground cutovers.
4. Construction Cost Estimate
    a. Shall include construction costs estimates on a per linear foot and quantity basis for all installed electric civil infrastructure.
5. Deliverables
    a. Provide Project Manager with monthly status updates
    b. Provide Project Manager with needed information above to use in draft and final Preliminary Engineering Report.

City and SMEU Responsibilities

1. The City and SMEU will provide to CobbFendley all data in the their possession relating to CobbFendley's services on the Project. CobbFendley will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City and SMEU will give prompt notice to CobbFendley whenever the City observes or becomes aware of any development that affects the scope or timing of CobbFendley's services.
3. The City and SMEU will examine information submitted by CobbFendley and render in writing or otherwise provide comments and decisions in a timely manner.
4. The City and SMEU will obtain all necessary right-of-entries from required landowners.
5. The City will provide Title Reports for properties with proposed easements
6. SMEU will coordinate electrical outages with affected customers
7. The City and SMEU will provide needed electrical permits required for overhead to underground conversion.

FEE ESTIMATE

City of San Marcos, Texas
Kissing Alley Improvements

					Staff				Total Expense	Mileage	Printing 8.5x11	Printing Full Size
		Professional Service Description	Total Task Hours	Total Task Cost	Principal	Project Manager	Project Engineer I	Clerical		per mile	per each	per sf
					$275.00	$225.00	$120.00	$75.00		$0.55	$0.15	$3.00
Preliminary Engineering			**28.00**	**$ 4,670.00**	**1**	**11**	**16**	**0**	$ -			
1		Preliminary Electric Layout	16.00	$ 2,390.00	1.00	3.00	12.00		$ -			
2		Determine Easement Requirements - Preliminary	1.00	$ 225.00		1.00			$ -			
3		Project Permitting Requirements	5.00	$ 705.00		1.00	4.00		$ -			
4		Construction Cost Estimates	2.00	$ 450.00		2.00			$ -			
5		Deliverables	0.00	$ -					$ -			
	a	Monthly Status Update - Assumes 4	4.00	$ 900.00		4.00						
		END BASIC SERVICES										
		Total Basic Service Hours:	**28.00**		**1.00**	**11.00**	**16.00**	**0.00**				
		Total Design Services	**$ 4,670.00**									
		Total Bid Services										
		Total Construction Services										
		Total Expenses	**$ -**									
		Overall Total	**$ 4,670.00**									

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

Payment to the ENGINEER will be made as follows:

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

Invoice and Time of Payment

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

812 San Antonio Street
Suite 401
Austin, TX 78701
512.499.0222
512.499.0229 fax

designworkshop.com

Task B.6

This scope is only for PER services. 30% is not included.

June 27, 2019

Cobb Fendley
Attn: Lance Parisher
505 E. Huntland Drive
Suite 100
Austin, TX 78752
lparisher@cobbfendley.com

Dear Lance,

We are excited to provide this proposal for landscape architectural services on the Kissing Alley project in San Marcos, Texas. We admire the City's Green Alley initiative and understand the significance that these improvements have to the environment and the quality of downtown.

In this proposal, we outline two tasks for the PER and 30% design. After these tasks are completed, we will have a complete understanding of the City's design directive and budget for the project, at which time we will prepare a proposal for construction documentation and construction observation.

Let me know of any questions you may have, and we truly look forward to working with you and Cobb Fendley.

Sincerely,

Claire Hempel
Principal
Design Workshop
512.647.2371
chempel@designworkshop.com

PROJECT DESCRIPTION

The Limit of Work for the Kissing Alley project is reconstruction of mid-block alleys between LBJ and Guadalupe, from Hopkins Street to University Street in San Marcos, Texas, approximately 1,200 feet. This is the pilot project for the City of San Marcos in reconstruction alleyways to more pedestrian-friendly environments, called the Green Alley program.

The landscape scope of work will include landscape, lighting, hardscape and public art. Initial concepts were done by Burditt but Design Workshop will explore additional concepts for the City's consideration, with the intent of taking the design into full construction documents and construction observation (tasks will include: 60%,-100% Bidding and Construction) under a separate proposal. The three opinions of probable cost developed by Burditt range from $158,400-$283,463.

The following narrative describes a comprehensive list of services required to prepare PER and 30% design documents for the property. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

PHASE A: PER (PRELIMINARY ENGINEERING REPORT)

TASK A.1 PROJECT START-UP

The general objective for this phase of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site, and develop a preliminary understanding of the development program.

The specific tasks to be completed are as follows:

1. Review pertinent codes which may impact the site development concepts.
2. Meet with the City and consultant team to review/develop project goals, design criteria and site program.
3. Obtain understanding of target site improvement budget with the client.
4. Review the geotechnical report and topographic survey.
5. Visit the site to become familiar with the site conditions such as views, and context surrounding the site. Field-verify survey information, including the limits of existing improvements (assumed this will occur at kickoff meeting).
6. Attend one (1) Kickoff meeting.

The following products will be prepared/delivered:

1. Statement of understanding of client's budget to which project will be designed.
2. Meeting notes and written documentation from meetings and site visit.

TASK A.2 PER

- DW will prepare two conceptual cross sections for the alley for the City to evaluate and determine the most appropriate for submitting to the PER.

- DW will work with Cobb Fendley to help draft the PER documents. DW will provide narrative and typical section(s) for the alley and back of curb improvements. It is understood that DW's PER contribution will be inserted into the official PER document that CF is preparing.

- DW will prepare selected street sections (up to four) and plan views (up to 2) for an illustrative format.

The specific tasks to be completed are as follows:

7. Prepare up to two (2) cross sections.

8. PER document a described above.
9. Prepare illustrative sections and plans for public meetings

10. Attend up to eight (8) one hour bi-weekly meetings with the design team via web call.

The following products will be prepared/delivered:

3. Cross sections
4. Up to four illustrative sections and two illustrative plans

5. PER narrative

PHASE B: 30% DESIGN

TASK B.1 CONCEPT DESIGN

The general objective for this phase of work is to test program goals and site program against site conditions, and to explore design ideas. Based on the current program, Design Workshop will work with the planning and design team to develop a Conceptual Master Development Plan for the property.

The specific tasks to be completed are as follows:

1. Establish program requirements and develop Design Principles to guide decision making.

2. Prepare a Site Analysis/Framework plan, summarizing major influences upon design.

3. Prepare a Conceptual Design Plan, including illustrative sections and elevations.

4. Prepare image character boards or bound booklets to convey the landscape design intent.

5. Prepare an opinion of the range of probable costs for all 3 concepts. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.

6. Attend a 30% Design Team Kickoff meeting.

7. Attend a team 30% Design Milestone meeting.

8. Attend up to four (4) one hour bi-weekly meetings with the design team via web call.

The following products will be prepared/delivered:

1. Site Analysis/Framework plan at 10 scale.

2. Up to three (3) Conceptual Design Plans at 10 scale.

3. Image character boards (1 per concept).

4. Three conceptual level opinion of probable landscape construction costs.

TASK B.2 SCHEMATIC DESIGN

The general objective for this phase of the work is to prepare design studies and develop an initial understanding of landscape construction costs. Based on the Client approved Conceptual Design Plan and conceptual level opinion of probable construction cost, Design Workshop will prepare a Schematic Design Plan.

The specific tasks to be completed are as follows:

1. Research site improvement materials and plant palettes.

2. Develop and test design alternatives.

3. Prepare an overall site plan that clearly illustrates the site development concept, key relationships, planting concepts, site circulation, and the relative disposition of the program on the site.

4. Illustrate schematic site grading and drainage concepts for all areas outside the building(s) including land contouring, walls and drainage in hardscape areas.

5. Prepare a lighting design strategy and develop a schematic landscape lighting scheme for all major landscape areas on the property.

6. Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.

7. Based on the Schematic Design plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.

8. Prepare up one (1) illustrative site plan of the preferred alternative.

9. Prepare up to two (2) 3D perspectives of the landscape improvements.

10. Prepare up to four (4) illustrative sections of the preferred alternative.

9. Attendance by Principal and Project Manager at up to six (6) Stakeholder meetings (estimated 2-hour length), including:

    a. City of San Marcos City Council x2
    b. Downtown Business District x2

c. Texas State University x2

The following products will be prepared/delivered:

1. Base map based on information provided by the Cobb Fendley at 1" =10' scale.
2. Landscape Site Plan(s) at 1" =10' scale.
3. Up to two (2) Cross Sections / Elevations at 1" =10' scale illustrating the basic landscape intent.
4. Landscape Lighting Plan(s) at 1"=20' scale.
5. Landscape Character Board that portrays the character of proposed landscape features.
6. Schematic level opinion of probable landscape construction cost.
7. Illustrative plan x 1
8. Illustrative sections x 4
9. 3D renderings x 2

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin services, we will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of soils/geology reports, if available.
3. A copy of current architectural, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

EXCLUSIONS AND ASSUMPTIONS

1. Marketing and collateral materials such as renderings, graphics, etc. not listed in the scope of work;
2. Civil engineering, structural, utility, subsurface grading and drainage engineering and design is not in the scope of work;
3. Architectural design is not in the scope of work;
4. Art interventions will be recommendations only and team artist is expected to enter in the future phases of design;
5. Waterproofing, mechanical, electrical and plumbing engineering and design is not in the scope of work;
6. Acoustic engineering is not in the scope of work;
7. All permitting is not in the scope of work;
8. All circuit design for lighting or exterior electrical is not in the scope of work;
9. Stormwater management and erosion control plans is not in the scope of work;

10. Base mapping and existing conditions survey provided by others. Design Workshop is not responsible for errors in data used in the project work supplied by the Client or others.

PROJECT TEAM

DW typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Claire Hempel

Claire will serve as Principal-in-Charge of the Kissing Alley project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop.

Project Manager – Kenley Reed

Kenley will serve as the Project Manager for the Kissing Alley project. His responsibilities will include the coordination of DW's in-house design team as well as regular communication and coordination with all members of the team.

SCHEDULE

Design Workshop is prepared to begin when project is expected to begin in October 2019 upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

- PER: 4 months
- 30% Design: 2 months

FEES AND EXPENSES

This scope is for PER only. Future scopes will be negotiated after the PER phase.

1. Basic services

Compensation to Design Workshop for the services described herein and in ac f this agreement shall be for a time and materials fee, estimated at $37,668.

The estimated fees are as follows:

Task One	PER	$15,810
Task Two	30% Design	$38,640
	Total Professional Fees (labor only)	$54,450

2. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, and printing expenses shall be billed at Design Workshop's cost plus five percent (5%). Reimbursable expenses are estimated at $3,500 for this project.

3. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request.

PAYMENT TERMS

1. This is a time and materials contract and will be billed monthly based on the number of hours completed for each phase of the work.

2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoicing shall be specific to each major task and will describe the completed portion of the services.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and Cobb Fendley, owner or reputed owner of the property to be benefited by Design Workshop's services.

2. If this contract meets with your approval, please sign below and return one (1) copy for our file.

3. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____ Date: _____

Title: _____

APPROVED BY CLIENT: