City of San Marcos

Regular Meeting Agenda - Final-Amended

City Council

Tuesday, June 5, 2018
6:00 PM
City Council Chambers

630 E. Hopkins

I. Call To Order

II. Roll Call

III. Invocation

IV. Pledges Of Allegiance - United States And Texas

ACTION/DIRECTION FOLLOWING WORK SESSION EXECUTIVE SESSION

1. Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Section §551.074 of the Texas Government Code: Personnel Matters - to discuss and provide Annual Appointee Evaluations to the City Attorney and City Manager, which took place during the June 5, 2018 Work Session at 3:30PM.

V. 30 Minute Citizen Comment Period

CONSENT AGENDA

2. Consider approval of Resolution 2018-68R, approving the award of a contract to Infosend Inc. for utility billing and notice services for a maximum term of four years in an amount not to exceed $1,050,000.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

3. Consider approval of Resolution 2018-85R, approving the award of a contract for radar system for patrol vehicles to Stalker Radar d/b/a Applied Concepts, Inc., in the estimated amount of $80,863.28; approving the award of a contract for patrol vehicle equipment and installation to Fleet Safety Equipment, Inc. (Buyboard #534-17) in the estimated amount of $32,105.50; approving the award; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

4. Consider approval of Resolution 2018-86R, approving the award of a contract to Lambda Construction I, Ltd., for transformer and feeder breaker replacement services in connection with the Ranch Road 12 Substation Transformer Upgrades Project in an amount not to exceed $828,697.00; authorizing the City Manager or his designee to execute the said agreement.
agreement on behalf of the City and declaring an effective date.

5. Consider approval of Resolution 2018-87R, approving the award of a three year contract to Climatec, LLC., for climate control system maintenance and support in the estimated amount of $99,062.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

6. Consider approval of Resolution 2018-88R, approving the award of a contract to Cobb, Fendley & Associates, Inc., for the provision of engineering services in connection with the Bishop Street Improvements Project in an amount not to exceed $357,209.50, contingent upon the engineer’s provision of sufficient insurance; authorizing the City Manager or his designee to execute this agreement on behalf of the City; and declaring an effective date.

7. Consider approval of Resolution 2018-89R, approving the award of a contract to RPS for the provision of professional services in connection with the Staples Road Water Line Project in an amount not to exceed $185,584.40, contingent upon the engineer’s provision of sufficient insurance in accordance with the attached agreement; authorizing the City Manager or his designee to execute this agreement on behalf of the City; and declaring an effective date.

8. Consider approval of Resolution 2018-90R, approving the award of an Engineering Services Contract to Maestas & Associates, LLC, for the Guadalupe Street Improvement project in the estimated amount of $211,845; authorizing the City Manager or his designee to execute the appropriate purchasing documents on behalf of the City; and declaring an effective date.

9. Consider approval of Resolution 2018-91R, approving the award of an Engineering Contract to Lockwood, Andrews & Newnam, Inc., for the Purgatory Creek project, in the estimated amount of $467,440; authorizing the City Manager or his designee to execute the said agreement on behalf of the City; and declaring an effective date.

10. Consider approval of Resolution 2018-92R, approving the award of a contract to Denbow Company, Inc. for services to reroute storm water run-off from residential areas to Coers Creek for an amount estimated at $1,690,365.03; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

11. Consider approval of Resolution 2018-93R, approving the award of a Construction Contract to Cox Commercial Construction, LLC., for the Victory Gardens Neighborhood Improvements Project for the estimated amount of $8,260,891.20; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

12. Consider approval of Resolution 2018-94R, approving the change of the Fuel Flowage Fee rate for the San Marcos Regional Airport from 4% of the cost of fuel delivered to $0.09 per gallon of fuel delivered; and declaring an effective date.

13. Consider approval of Resolution 2018-95R, approving a subordination agreement with Goldman Sachs Mortgage Company and JPMorgan Chase Bank that subordinates the
City’s Deed of Trust lien against the Embassy Suites Hotel Property securing a note in the principal amount of $1,500,000 to the lien of such entities securing their loan to JQHQ Hotels, LLC. (a subsidiary of Atrium Hospitality) for the purchase of the hotel from JQHQ San Marcos Development (a subsidiary of John Q. Hammons Hotels and Resorts); authorizing the City Manager to execute the subordination agreement on behalf of the City; and declaring an effective date.

14. Consider approval of Resolution 2018-96R, approving a loan assignment and assumption agreement between the City, JQHQ-San Marcos Development, LLC. (a subsidiary of John Q. Hammons Hotels and Resorts) and JDHQ Hotels LLC. (a subsidiary of Atrium Hospitality) that assigns the duties and obligations of JQHQ Development LLC under various loan documents with the City related to the development of the Embassy Suites Hotel and Conference Center to JDHQ Hotels, LLC. in connection with the sale of the hotel from JQHQ-San Marcos Development, LLC to JDHQ Hotels LLC.; authorizing the City Manager to execute the agreement on behalf of the City; and declaring an effective date.

PUBLIC HEARINGS

15. Receive a Staff update and hold a Public Hearing to receive comments on the 2018 CDBG Annual Action Plan, and provide direction to the City Manager.

NON-CONSENT AGENDA

16. Discuss and consider appointments to fill vacancies on the Convention and Visitor Bureau Board (CVB) and provide direction to Staff.

EXECUTIVE SESSION

17. Executive Session item in accordance with Section §551.072 of the Texas Local Government Code which allows deliberations regarding the purchase, exchange, lease or value of Real Property: Discuss and deliberate possible options available to the City related to the property in the vicinity of the intersection of South Edward Gary Street and South LBJ Drive purchased from Union Pacific Railroad Company in 2013.

18. Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Section §551.072 of the Texas Local Government Code which allows deliberations regarding the purchase, exchange, lease or value of Real Property: Discuss and deliberate possible options available to the City related to the property in the vicinity of the intersection of South Edward Gary Street and South LBJ Drive purchased from Union Pacific Railroad Company in 2013.

VI. Question and Answer Session with Press and Public.

VII. Adjournment.

POSTED ON WEDNESDAY, MAY 30, 2018 @ 4:45PM
JAMIE LEE CASE, CITY CLERK

VIII. ADDENDUM

The following language was added to the agenda after it was posted on May 30, 2018:

Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Section §551.074 of the Texas Government Code: Personnel Matters - to discuss and provide Annual Appointee Evaluations to the City Attorney and City Manager, which took place during the June 5, 2018 Work Session at 3:30PM.

ADDENDUM POSTED ON THURSDAY, MAY 31, 2018 @ 5:00PM

JAMIE LEE CASE, TRMC, CITY CLERK

Notice of Assistance at the Public Meetings

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 855-461-6674 or sent by e-mail to ADArequest@sanmarcostx.gov
Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Section §551.074 of the Texas Government Code: Personnel Matters - to discuss and provide Annual Appointee Evaluations to the City Attorney, which took place during the June 5, 2018 Work Session at 3:30PM.
AGENDA CAPTION:
Consider approval of Resolution 2018-68R, approving the award of a contract to Infosend Inc. for utility billing and notice services for a maximum term of four years in an amount not to exceed $1,050,000.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: June 5, 2018

Department: Finance Department-Utility Billing

Amount & Source of Funding
Funds Required: $1,050,000-Total 4 year contract, no FY18 funds
Account Number: 21006320.52095
Funds Available: $270,200
Account Name: Printing and Publications

Fiscal Note:

Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Choose an item.

Goal # 7 Maintain Fiscal Responsibility
Goal # 8 Provide efficient & effective delivery of services

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Background Information:
On February 1, 2018, nine (9) proposals were received for Outsourcing of Utility Bills and Notices, (218-143). A City staffed selection committee evaluated and ranked proposals. The selection committee conducted interviews with the top two (2) shortlisted proposers and following interviews, the committee recommends award to the top-ranked proposer, InfoSend, Inc.

The contract term is for one (1) year with the option to extend the contract for three (3) additional one (1) year period. Contract extensions may be awarded administratively in the form of a letter of agreement signed by the Purchasing Manager.

The total annual amount of the contract is not to exceed $262,500 for a total not to exceed amount of $1,050,000.00 for the full four (4) year term of the contract.

The scope of work includes overall management of City utility bills, notices, arrears letters, and data reporting.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
City staff recommends approval of this item.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT TO INFOSEND INC. FOR UTILITY BILLING AND NOTICE SERVICES FOR A MAXIMUM TERM OF FOUR YEARS IN AN AMOUNT NOT TO EXCEED $1,050,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a contract to InfoSend Inc. for utility billing and notice services for a maximum term of four years in an amount not to exceed $1,050,000.00 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
<table>
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<th>PROPOSAL SUBMITTALS</th>
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<td>Outsourcing of Utility Bills and Notices</td>
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<tr>
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<tr>
<td>---------------</td>
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<tr>
<td>Level One Malvern, PA</td>
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<tr>
<td>Business Inc, Co Austin, TX</td>
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<td>Vallin Information Systems, Inc Postal Pros Southwest Albuquerque, NM</td>
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<td>Data Integrators Fredericksburg, VA</td>
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<td>Wells Fargo Bank, N.A. San Francisco, CA</td>
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<td>Pinnacle Data Systems, LLC Birmingham, AL</td>
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<td>DataProse, LLC Coppell, TX</td>
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<td>InfoSend, Inc Anaheim, CA</td>
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<td>QuestMark Information Mgmt, Inc Houston, TX</td>
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WITNESSED BY:

[Signatures]
THE CITY OF SAN MARCOS  
SERVICES CONTRACT  
OUTSOURCING OF UTILITY BILLS AND NOTICES  
#218-143

This Agreement (this “Agreement”) is entered into by and between THE CITY OF SAN MARCOS, a municipality in the State of Texas (“CITY”), and INFOSEND, INC., whose address is 4240 East La Palma Avenue, Anaheim, CA 92807 (“CONTRACTOR”), and is effective for all purposes as of the date of the last signature to this Agreement (“Effective Date”).

City and Contractor agree as follows:

1. **Services.** Contractor will perform the Services (“Services” or “Project”) and provide deliverables (“Deliverables”) set forth in Exhibit A, attached and incorporated for all purposes, to the satisfaction of City.

2. **Term.** The term (“Term”) of this Agreement will commence on the Effective Date, and will continue for one (1) year term, unless sooner terminated as provided herein. The contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended or any price redetermination. This option, if exercised, is to be executed in the form of an Authorization of Change in Services, to be issued no sooner than ninety days (90) prior to expiration of this contract, nor later than the final day of the contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause the contract to expire on the original or mutually agreed upon date. The total period of the contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of four (4) years.

3. **Compensation.** Contractor’s fees for the Services are set forth in Exhibit A, attached and incorporated for all purposes for an amount not to exceed $1,050,000.00 for the full four (4) year term of the Agreement. City will pay to Contractor compensation for performance of the Services within thirty (30) days after receipt of an appropriate invoice (“Invoice”) and City’s approval of Services. Payment will be made in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, Texas Government Code. Payment for delivery of Services, and rendered will not be unreasonably withheld or delayed. If City disapproves any amount submitted for payment by Contractor, City will give Contractor specific reasons for disapproval in writing within a reasonable time. Upon resolution of any disputed charges, Contractor will re-invoice such remaining charges to City.

4. **Compliance with Laws and Policy.** Contractor warrants and agrees that Contractor will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City’s Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, “Standard Terms and Conditions” means the Standard Terms and Conditions of the City of San Marcos (found at http://www.sanmarcostx.gov/DocumentCenter/Home/View/6608).

4.1 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

5. **Performance.** Contractor represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.

6. **Authority.** Contractor represents and agrees that this Agreement reflects Contractor’s full and correct name and that Contractor is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.

7. **Conflict of Interest.** Contractor represents, and agrees that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor’s performance of the Services hereunder. Contractor further warrants that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.

8. **Deliverables and use of Documents.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor in connection with the Services (collectively, “Service Deliverables”), whether or not accepted or rejected by City, are the property of City and for its exclusive use and re-use at any time without further compensation and without any restrictions. Contractor will not sell, disclose, or obtain any other compensation
for the Service Deliverables. Contractor will not use Service Deliverables in any manner for any other purpose without the express written consent of City.

9. **Assignment.** Contractor’s interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of City. The benefits and burdens of this Agreement are assignable by City.

10. **Order of Precedence.** This Agreement includes by reference, the provisions of the solicitation documents, Contractor’s response to the solicitation, the exhibits or attachments to this Agreement. In case of any conflict among the provisions of this Agreement, the following descending order of precedence will be observed:

   10.1 This Agreement and Standard Terms and Conditions;
   10.2 Exhibit A;
   10.3 Solicitation Documents
   10.4 Contractor’s Response to Solicitation
   10.5 Other exhibits and attachments to this Agreement

In the event of any conflict between the Agreement and the provisions of any exhibits or attachments to this Agreement, this Agreement will govern and control.

11. **Additional Services/Change or Delay in Services.** The City may direct the Contractor to perform services outside of the scope of the Services. The Contractor will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. Each material change (deletion or addition) in the services to be provided by Contractor must be authorized by the City on the Authorization of Change in Services, **Exhibit B** to this Agreement. Compensation for additional services will be in addition to that specified for the Services. The approval of the City Council is necessary for all additional services the compensation for which exceeds 50,000. No charge will be made by the Contractor for any hindrance or delay from any cause whatever during the progress of any portion of its work that can reasonably be contemplated by the scope of work, but the City may grant an extension of time for the completion of the work, provided it has satisfied that such delays or hindrances were due to extraordinary causes or to the acts of omission or commission by the City. Any such extension of time will be provided utilizing the City's Authorization of Change in Services form.

12. **Force Majeure.** Neither City nor Contractor will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

13. **Termination.** City may terminate this Agreement in accordance with the Standard Terms and Conditions. Upon such termination, City will pay Contractor, at the rate set out in **Exhibit A,** for Services satisfactorily performed through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any Services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

14. **Notice.** Any notices required under this Agreement will be made in writing, postage prepaid to the following addresses, and will be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

   **CITY:**
   The City of San Marcos
   Attn: City Manager’s Office
   630 East Hopkins Street
   San Marcos, TX 78666

   **CONTRACTOR:**
   InfoSend, Inc.
   Russ Rezai, President
   4240 East La Palma Avenue
   Anaheim, CA 92807

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

**CONTRACTOR:**

__________________________  __________________
Signature                        Date

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

**CITY:**

__________________________  __________________
Signature                        Date

Rev. 03/28/18 (rev 05/11/18)  Page 2 of 5
### AGREEMENT/ SERVICES NAME:

### CITY REPRESENTATIVE:

### CONTRACTOR:

### CONTRACT EFFECTIVE DATE:

### THIS AUTHORIZATION DATE:

### AUTHORIZATION NO.:

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

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<td>This Increase/Decrease in Contract Amount:</td>
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<tr>
<td>Revised Contract Amount:</td>
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### CONTRACTOR:

__Signature__  
__Date__

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

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### CITY:

__Signature__  
__Date__

Print Name

Title

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

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Exhibit "A"
Scope of Work
(218-143)
City of San Marcos, TX

Summary Scope of Work
Project Implementation, Timeline, and Duration

A. Summary of Scoping Process
InfoSend is pleased to provide this overview of the Scoping process. The following sections describe the process whereby client specific deliverables (data files, data mapping, document mockup, etc.) are converted to the InfoSend system and Go-Live is executed. Once City of San Marcos has provided the noted deliverables, a detailed Statement of Work will be provided. Timelines provided are estimated, pending City of San Marcos project team involvement.

Project Overview:
InfoSend shall provide data processing, printing, mailing, ePresentment and related services (Services) for San Marcos in support of customer communication operations for bills, notices, arrear letters, and related outputs. InfoSend shall print and mail varying quantities as required by San Marcos. InfoSend shall conform to all United States Postal Service ("USPS") standards and regulations allowing for the most advantageous postal rates.

Currently, San Marcos sends out approximately 33,000 bill and notice types per month with weekly cycles. Current bills and notices are printed variably with black plus a highlight color (blue or red). San Marcos customers can opt in to paperless billing. InfoSend will provide email notifications, PDF attachments and manage suppressions from criteria in the data file. InfoSend shall perform services to include the following for all bill/notice types:

1. Bulk printing, stuffling and mailing services for customer service correspondence, violation notices, and marketing materials including provision of supplies such as paper stock and envelopes for printing;

2. Online document tracking service;

3. USPS compliance for all mailings;

4. Electronic address change service;

5. National Change of Address (NCOA) scrubbing service; and

6. Reporting and reconciliation of daily activities of files transmitted and items processed.
B. Project Implementation Timeline

All InfoSend implementations have 4 key phases.

1. **Requirements Gathering**
2. **Application Build**
3. **Samples, Parallel Testing, and Training**
4. **Go-Live and Follow Up**

1. **Requirements Gathering**
The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with the City while working with all internal InfoSend programming and operations staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a **Statement of Work** (SOW) for City approval.

2. **Application Build**
Once the SOW is approved, the application undergoes development. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing, and finally, output is provided to clients for review and approval.

3. **Samples, Parallel Testing, and Training**
During the last phase of the implementation, the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review. Clients check the output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The web-based training covers:
- File uploads
- Sample review and approval
- Managing document messages and insert requests
- Accessing archived reports
- Managing User Permissions
- Submitting, viewing and closing support requests
4. Go-Live and Follow Up
Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

Timeline and Duration

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The proposed timeline gives both parties ample time to complete the project. **The implementation timeline begins once the contracting phase has been completed and InfoSend has received a test data file from the City.** Receipt of the test data file will allow the Account Manager to begin the technical implementation.

This is a sample timeline. If a shorter implementation is necessary, the City will need to provide responsive engagement during requirements gathering, answering any questions that InfoSend has in a timely manner to allow the project to progress at a more rapid pace. The following work schedule requires minimal effort from the City on a week-to-week basis and provides ample time for parallel testing.

**Pre-Implementation Phase: Contract Negotiations** (May/June 2018)
- Contract Negotiations
- City Contract Approval Process
  - City Legal Department Approval
  - City Council Approval
- Final Contract for Signatures
  
  **Milestone, Contract Negotiation:** Signed contract

**Phase: Requirements Gathering** (July 2018)

**Week 1:** (Begins once signed contracts, test files, and current output samples are received)
- Familiarize each party with the project managers assigned to the implementation
- Discuss the client specifications and requirements
- Discuss requested formatting changes to client output
- Begin development of mockups incorporating client feedback
  
  **Milestones, Week1:** Hold kick-off call and complete Client Installation Checklist

**Week 2:**
- Provide first draft mockups
- Begin to discuss data processing details and data mapping in correlation to mockup
- Finalize any open items on the Client Installation Checklist
- Review mock-ups via online meeting to incorporate Client feedback in real-time
  
  **Milestone, Week 2:** All Client deliverables received and documented

**Week 3:**
- Finalize mockups
- Provide proofs for custom preprinted form and envelope (if applicable)
- Continue gathering data processing details and developing programming logic
  
  **Milestone, Week 3:** Client approval of mock-up outputs
Week 4:
- InfoSend will present the Client with a detailed/formal **Statement of Work (SOW)** which captures all requirements for the implementation project and production of outputs.
- Client reviews SOW and requests changes/clarification on any relevant items.
- InfoSend obtains Client sign-off on the SOW.
  **Milestone, Week 4:** Signed SOW is received, project planning complete

**Phase: Application Build** (August 2018)

Week 5:
- InfoSend Application Development begins
- InfoSend Account Manager **works** with the InfoSend programming team to execute application per the SOW
  **Milestone, Week 5:** Application Development Begins

Week 6:
- InfoSend Application Development continues
- Account Manager reviews any questions which came up during development with the Client
  **Milestone, Week 6:** Application Development continues

**Phase: Samples, Parallel Testing, and Training** (August – Sept 2018)

Week 7:
- InfoSend provides first set of samples for review
- Client reviews the output samples and provides feedback to your Account Manager about requested changes
- Client feedback is communicated to InfoSend's development team for incorporation into the outputs
- Begin payment/lockbox/other ancillary testing (if applicable)
  **Milestone, Week 7:** Draft training schedule is created for the Client’s operations team

Week 8:
- Additional rounds of sample review are conducted for the outputs
- InfoSend and the Client will meet to discuss changes and **work** to refine the outputs
  **Milestone, Week 8:** First samples provided for Client review

Week 9:
- Additional rounds of sample review are conducted for the outputs
- InfoSend and the Client will meet to discuss changes and **work** to refine the outputs
  **Milestone, Week 9:** Additional samples provided for Client review

Week 10:
- Final round of changes are conducted for the outputs
- Receive approval on the outputs
- Conduct training for Client staff on InfoSend systems and application management
- Complete payment/lockbox/other ancillary testing (if applicable)
- Begin parallel testing of application
  **Milestone, Week 10:** Complete training and testing
Week 11:
- Complete parallel testing of application
- Receive and process first live file for distribution
- InfoSend will conduct extended quality assurance reviews on the first live files to ensure that all expectations for accuracy and quality are being met.

**Milestone, Week 11:** Receive approval of outputs and prepare for go-live

**Phase: Go-Live and Follow Up** (Oct – Nov 2018)

**Week 12:**
- **Milestone, Week 12:** Go-live

**Subsequent 2-4 Weeks:**
- Follow up review of project, deliverables, and service with the client to confirm satisfaction
- Officially close project within InfoSend CRM
C. Standard Implementation Scope

A. Project Implementation and Project Management

1. InfoSend will have a dedicated Project Manager (Account Manager) assigned to San Marcos’s project. Should the assigned Account Manager change, InfoSend will notify San Marcos immediately.

2. All setup, training and request tracking will be provided virtually using industry standard tools. Critical communications sent to or received from San Marcos during the implementation will be centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

3. After an initial requirements-gathering phase, InfoSend will provide a detailed Statement of Work (SOW) outlining project requirements, goals, responsibilities, and success criteria.

4. Application Build: Once the SOW is approved, the application will undergo development following the implementation schedule in Duration and Timeline to this Scope of Work. Prior to completion of development, the application will be reviewed by a secondary Account Manager or member of the InfoSend IT management group to ensure that no task was left undone or done incorrectly. Sample output will be produced and checked by InfoSend Quality Control, automated Quality Control methods will be configured within processing, and final output will be provided to San Marcos for review and approval.

5. San Marcos will check the output to ensure that it is satisfactory and any requested revisions will be completed before go-live.

6. San Marcos staff will be trained on how to use InfoSend tools and reporting to support the application during the last phase of implementation. The hour-long, web-based training covers:
   a. File uploads
   b. Sample review and approval
   c. Managing document messages and insert requests
   d. Accessing archived reports
   e. Managing User Permissions
   f. Submitting, viewing and closing support request

7. Go-Live and Follow Up:

   Go-Live of the application will include an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application
output is final. After Go-live, the dedicated Account Manager will perform a post go-live follow up to ensure San Marcos staff’s satisfaction.

B. Postage Account Set-up and Maintenance

1. San Marcos will submit a postage deposit prior to the first mailing. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination San Marcos must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid. The postage deposit is subject to an annual review and may be adjusted to account for changes to San Marcos average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

2. InfoSend shall not markup postage for a profit. InfoSend shall obtain the best pre-sort rate possible and provide San Marcos with every postal receipt verifying the pieces mailed and the cost per piece for each mailing with or prior to invoicing.

C. Data File Delivery, Processing, and Retention

1. InfoSend will accommodate both PDF and raw formatted data files for bills, notices, and arrear letters. InfoSend’s Data Processing platform is capable of accepting data extracts from clients in a “flat-file” format (text, csv, XML, etc.), as well as in a print-ready PDF format. The system is capable of accepting multiple file inputs and formats to generate a single output stream.

2. On a 24/7 basis, San Marcos can send data files to InfoSend via FTP or SFTP or San Marcos can also log in to InfoSend’s secure website and upload files using the HTTPS file upload method. Optionally, and depending on security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it will be automatically time stamped and logged in InfoSend’s Job Tracking database.

3. All data transfers will be checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.

4. InfoSend’s system can be configured to create batches based on multiple source files, as well as wait a predetermined amount of time for more client records to be transferred before beginning the batch processing.

5. Successfully transferred files will be identified by client input type, resulting in a confirmation receipt sent.

6. Each of InfoSend’s programs will be custom made to work with the San Marcos’s specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.
7. InfoSend programs will be set up to check for individual data fields and halt if criteria is not met; for example, if a date field contains a value older than an acceptable threshold. All data-check halts will issue a warning and escalation to InfoSend support personnel.

8. InfoSend's system will take validated input data and begin processing by assigning a unique production Job Code specific to the client input file(s). This Job Code identifies and accompanies the output through InfoSend's processing.

9. Input data will be rendered by the InfoSend application, resulting in the layout defined during the implementation. Any special business logic conditions defined by San Marcos will be applied at this time.

10. During processing the system will also validate customer mailing addresses, apply National Change of Address (NCOA) updates, and perform record suppression based on San Marcos criteria. The system will also perform USPS pre-sorting of records, apply the Intelligent Mail Barcode (IMB) and ensure the records are in the correct order to maximize postal efficiency. Additionally, InfoSend's CCM platform will check the database for any scheduled messages or inserts to be included with the output.

11. Once a file has successfully been rendered, San Marcos will have the option to review a sample file containing a PDF output of the documents. Sample outputs can contain a percentage of or the complete output and will include a Process Summary report cover page listing details on the output work to be performed by InfoSend. San Marcos will be provided the option to either reject and resend their data file with corrections or approve the batch. Once files are approved, an email confirmation of the approval is sent, and the output will be released to the manufacturing environment for distribution.

D. Printing

Bills, Notices, Arrear Letters:

12. Prior to first printing, San Marcos will approve print stock and envelopes. Any changes during the contract must have San Marcos approval.

13. The baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI.

14. Once a sample file batch has been approved for printing, files will be sent to the print production queue.

15. A job ticket will be attached during processing to each production run. The job ticket will contain information such as printing specifications, form type, envelope options, and whether an insert should accompany the file. The job ticket will be printed in our production department and remain with a job until it is released to the USPS for mailing.

16. InfoSend will reprint and mail at its own cost any correspondence that is undeliverable due to misprinting or contains errors deemed to be InfoSend's fault.

17. San Marcos will not pay for printed material damaged while in InfoSend's possession.

18. All artwork remains the property of San Marcos
Envelopes:

1. Envelopes will include security tint printed on the inside of the paper stock that prevent the contents of the envelope from being viewed. Envelopes will also use sustainably logged paper (SFI).

2. InfoSend will utilize standard windowed envelopes with clear film.

E. Folding, Inserting, Metering, Mailing

1. InfoSend will implement the Full-Service Intelligent Mail barcode when San Marcos’ documents are produced.

2. Once a job has gone through Quality Control, it will be released to the printing department for fulfillment. All printed pages will be matched to the correct materials per the Job Ticket, and inserted into the envelope for mailing. Mail that has been inserted is then delivered to the USPS with the appropriate postal paperwork for the USPS to validate prior to induction. Upon delivery to the USPS, either at the onsite Detached Mail Unit (DMU) or local distribution center, the job batch is scanned as completed by an InfoSend operator.

3. Upon completion of the job batch, InfoSend’s CCM platform will begin the electronic distribution of customer records to the InfoSend archive, hosted eBusiness system, back to the client, or other third-party distribution networks.

4. InfoSend will process each file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency.

5. InfoSend will ensure that San Marcos’s mail complies with the USPS Move Update requirements. InfoSend offers two move update services that are compliant with the USPS:
   
   a. Address Change Service (ACS): when this option is selected the USPS forwards client mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends clients an electronic report of the forwards.

   b. NCOALink Service: with this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.

6. InfoSend will maintain compliance with all USPS postal processing services to ensure the lowest possible postage rates and accurate delivery.
F. Reporting and Tracking

1. Once InfoSend has completed the distribution of San Marcos’s job batch, a confirmation receipt will be sent to San Marcos with details on the job batch execution. This receipt will serve as the final notification regarding the input data received.

2. File Transfer Acknowledgement Report:

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report will provide information about the file name, byte size, page/record count, and file receipt date. This report will be posted to InfoSend’s secure web portal for viewing and emailed to designated San Marcos staff members.

3. Process Summary Report:

The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. The Process Summary Report will be included as a cover page within each set of samples when San Marcos reviews sample files prior to printing. It is also posted to InfoSend’s “Reports” tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

4. Process Confirmation Report:

The Process Confirmation Report will be emailed to designated San Marcos staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report will provide confirmation that InfoSend has released a job’s mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML, or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices, and other financial documents, the total dollar amount is also provided. Additional information can be provided after the “totals” section of the report. For example – addresses that could not be verified for delivery point validation can be listed at the end of this report.

5. Job Tracking Tool:

The Job Tracker will provide the current status of San Marcos’s jobs as they progress through InfoSend’s data processing and print production departments. The Job Tracking tool will contain details such as job type, number of component files that are contained within the job, file receipt timestamps, sample files that may be downloaded, and the status of printing/quality control/mail preparation. Once a file has been completed for mailing and mail pieces have been released to the USPS a timestamp of file completion confirmation will be provided. InfoSend will provide history of the past 100 jobs that were processed through the system.
6. Address Update Report:

Address Updates including NCOALink hits will be provided to San Marcos in InfoSend’s reporting section. The NCOALink report is available in three formats: plain text comma delimited, XML, or HTML.

7. Message Manager:

This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. San Marcos could use this tool to communicate marketing information. San Marcos can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

8. Mail Tracking:

With Mail Tracking, the USPS data will be provided via the IMb Tracing™ service, where all qualified mail with an Intelligent Mail Barcode that is scanned at a sort facility is logged. This data provides insight into the estimated delivery time frame of mail to the customer and a confirmation of timely production. This service is only available with mail sent using 1st Class Postage, and not available in some cases with postcard mailings.

9. Process Detail Report and Invoicing:

InfoSend provides standard invoices in a PDF format, and can optionally mail them via USPS. A companion report is optionally provided, which includes line item details to allow clients to track any trends or perform detailed analysis on the delivery of customer outputs.

Email eBilling Scope of Work

Basic Email Billing Overview:

- Email-only service that sends eBills to customers via email (no portal to view prior eBills).
- Compliments an existing online payment system by providing eBills electronically.
- Works with client data file flag or supplemental file with customer email addresses.
- Styled HTML email template featuring client branding, including banner image.
- Bill particulars such as Account Number, Due Date, and Amount due are contained in the email body, as well as link to payment portal.
- Includes a PDF of the document attached to an email.

Security: eBilling services using an advanced platform (three-tier) architecture that maximizes security, encrypting all data transmission using SSL technology, and protecting customer data securely behind a robust firewall.
**PDF Bill Delivery:** The system will email PDF replicas of the printed bill to the customers email address. Bills shall contain identical information and have identical appearance to the paper statements customers would otherwise receive.

**Email Notices:** Additionally, InfoSend shall provide system generated emails for certain events, including new bill notifications, customer service replies and email address or preference modifications.

**Link to Payments:** The eBilling service must recognize that the City contracts with third party portals and will link the customer to the

**Customer Service Admin Portal:** InfoSend shall provide City's customer service representatives with a portal for managing the application. This portal includes the ability to enroll customers in eBilling services, resend bills, update email addresses and otherwise manage eBilling settings at a customer's request. City's customer service representatives shall also be provided access to securely view 18 months of archived eBills.

**Customer Service Tracking:** InfoSend shall provide a two way secure communication tool as part of the application, whereby residents can submit requests securely via the user portal to the City's customer service representative portal. Customer service representatives shall have the ability to respond and "close" the request when resolved. Communications are to be permanently archived.

**Reporting:** Provide a listing of all currently active email addresses and all associated demographic data, at least monthly, or upon request of the City.

Any information obtained by InfoSend through the use of the eBilling system shall be used only for the purpose of the City's eBilling. InfoSend shall not use the information for any other purpose, including, but not limited to, solicitation. InfoSend shall not sell, or otherwise release, any information obtained or used by the eBilling system to any party without the express written consent of City's authorized personnel. All information obtained by InfoSend or used by the eBilling service shall be maintained under strict security to prevent any unauthorized release of the information. Furthermore, InfoSend shall develop and maintain the eBilling system, and implement all security measures necessary, to prevent any party from accessing the City's and customer's information.
### 3. COST PROPOSAL

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>REFERRAL EVENT</th>
<th>COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Processing Utility Bill</td>
<td>$0.084 /per bill</td>
</tr>
<tr>
<td>2.</td>
<td>Bundle Bill</td>
<td>$0.00/bundling billing statements</td>
</tr>
<tr>
<td></td>
<td><strong>Postage</strong></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Postage: Freight, Courier &amp; Air Delivery</td>
<td><strong>at cost</strong>/ per requset:</td>
</tr>
<tr>
<td>4.</td>
<td>Postage: 1st class sort (1 oz)</td>
<td><strong>$0.375</strong> per bill</td>
</tr>
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</table>

#### SEARCH AND VIEW BILL

<table>
<thead>
<tr>
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<th>COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Data processing, pdf. creation, search, and access capabilities and host of</td>
<td>$0.0075 per bill</td>
</tr>
<tr>
<td></td>
<td>pdf. files for 12 months</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Oversized pdf. surcharge (Group E only)</td>
<td><strong>$0.00</strong> per impression</td>
</tr>
<tr>
<td></td>
<td><em>No surcharge for oversized PDF documents.</em></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Automated address update service</td>
<td><strong>$0.25</strong> per address correction</td>
</tr>
<tr>
<td>8.</td>
<td>NetBill Monthly maintenance fee</td>
<td><strong>at quote</strong> per month</td>
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</table>

#### MISCELLANEOUS

<table>
<thead>
<tr>
<th>ITEM #</th>
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<th>COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Additional Impressions</td>
<td><strong>$0.041</strong> per impression</td>
</tr>
<tr>
<td>10.</td>
<td>Bill Suppression (data processing only (Group Y &amp; Z)</td>
<td><strong>$0.00</strong> per bill</td>
</tr>
<tr>
<td>11.</td>
<td>Oversized Surcharge (8-99 page bills – Group C)</td>
<td><strong>$0.25</strong> per bill</td>
</tr>
<tr>
<td>12.</td>
<td>Oversized Surcharge (100+ page bills – Group D &amp; E)</td>
<td><strong>$0.25</strong> per bill</td>
</tr>
<tr>
<td>13.</td>
<td>Additional Inserts</td>
<td><strong>$0.0075</strong> per insert</td>
</tr>
<tr>
<td>14.</td>
<td>Basic Set up Fee (City Bill or Standard Formats and Reports)</td>
<td>Waived</td>
</tr>
<tr>
<td>15.</td>
<td>Technical Services (including additional set-up beyond Standard, formatting or</td>
<td><strong>$125.00</strong> per hour</td>
</tr>
<tr>
<td></td>
<td>custom reports, conditional logic &amp; insert/forms composition)</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Minimum monthly charge</td>
<td><strong>No Min Charge</strong></td>
</tr>
<tr>
<td>17.</td>
<td>Minimum daily processing/production fee</td>
<td><strong>None</strong> per day</td>
</tr>
</tbody>
</table>
### Updated Cost Proposal to include eBilling and eInserts

<table>
<thead>
<tr>
<th>InfoSend’s Fees – Email eBilling Service</th>
<th>Per Email Fee</th>
<th>Monthly Support Fee</th>
<th>Set-up Fee</th>
<th>Electronic Inserts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Per Email Fee</strong></td>
<td>Per Email</td>
<td>Per Month</td>
<td>One Time</td>
<td>Per Insert</td>
</tr>
<tr>
<td>Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by Client.</td>
<td>$0.05</td>
<td>N/A</td>
<td>Waived</td>
<td>$0.003</td>
</tr>
<tr>
<td><strong>Monthly Support Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per month fee to support the Email eBilling Service.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Set-up Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Time</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Electronic Inserts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PDF copies of your physical inserts can be included in the Print Image Archive at an additional cost. This will let your team see exactly which inserts were delivered with each mail piece. This will also allow you to include the inserts in the eBill PDFs that are presented and/or emailed to customers if you use an InfoSend eBusiness service that delivers eBills to your customers or if you use a third party application that pulls the PDFs from InfoSend’s Print Image Archive API to present to your customers.</td>
<td></td>
<td></td>
<td></td>
<td>$0.003</td>
</tr>
</tbody>
</table>

**Pricing Clarifications and Updates based on Discovery with San Marcos**
AGENDA CAPTION:
Consider approval of Resolution 2018-85R, approving the award of a contract for radar system for patrol vehicles to Stalker Radar d/b/a Applied Concepts, Inc., in the estimated amount of $80,863.28; approving the award of a contract for patrol vehicle equipment and installation to Fleet Safety Equipment, Inc. (Buyboard #534-17) in the estimated amount of $32,105.50; approving the award; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: June 5, 2018

Department: Police Department - Chase Stapp, Chief (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $112,968.78
Account Number: CAPVP.GENERALC.EQUIP.POLICE
Funds Available: $150,000
Account Name: Police Vehicle Equipment

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Choose an item.
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
Background Information:
Through the Texas Local Government Purchasing Cooperative (BuyBoard) contract #534-17, a contract was awarded for radars for Highway Safety and Traffic Control Products to Stalker Radar dba Applied Concepts, Inc. located in Richardson, Texas for the total amount of $32,105.50.

On May 03, 2018, the City received four (4) bids for purchase of Patrol Dodge Charger Vehicle Equipment (lighting/siren package, prisoner containment package, and equipment mounts) and installation of the equipment (IFB #218-202). The City recommends award to Fleet Safety Equipment in Houston, Texas, for providing equipment and installation of all equipment, including the radars purchased from Stalker Radar dba Applied Concepts, Inc, for the amount of $80,863.28 based on the best value to the City of San Marcos.

Between both contracts, Stalker Radar dba Applied Concepts, Inc. and Fleet Safety Equipment, all required equipment will be installed so the new Dodge Charger Police vehicles will be fully functional.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
City staff recommends the approval of the agenda item.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT FOR RADAR SYSTEM FOR PATROL VEHICLES TO STALKER RADAR dba APPLIED CONCEPTS, INC., IN THE ESTIMATED AMOUNT OF $80,863.28; APPROVING THE AWARD OF A CONTRACT FOR PATROL VEHICLE EQUIPMENT AND INSTALLATION TO FLEET SAFETY EQUIPMENT, INC. (BUYBOARD #534-17) IN THE ESTIMATED AMOUNT OF $32,105.50; APPROVING THE AWARD; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a contract for radar system for patrol vehicles to Stalker Radar, dba Applied Concepts, Inc., in the estimated amount of $80,863.28 is approved

PART 2. The award of a contract for patrol vehicle equipment and installation to Fleet Safety Equipment, Inc. (BuyBoard #534-17) in the estimated amount of $32,105.50 is approved.

PART 3. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 4. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
## BID TABULATION

Patrol Dodge Charger Vehicle Equipment and Installation
May 03, 2018, 2:00 p.m.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Section One</th>
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<tr>
<td></td>
<td>Total Cost</td>
<td>P-Card</td>
<td>Total Cost</td>
<td>P-Card</td>
<td>Total Cost</td>
<td>P-Card</td>
<td>Total Cost</td>
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<tr>
<td>Lone Star Products &amp; Equipment, LLC</td>
<td>$36,823.30</td>
<td>$37,574.79</td>
<td>$22,422.10</td>
<td>$22,978.68</td>
<td>$9,609.70</td>
<td>$9,805.81</td>
<td>$13,455.00</td>
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<tr>
<td>Houston, TX</td>
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<tr>
<td>Rolltechs Specialty Vehicles LLC</td>
<td>$48,046.01</td>
<td>No Bid</td>
<td>$32,696.74</td>
<td>No bid</td>
<td>$10,260.72</td>
<td>No bid</td>
<td>$37,700.00</td>
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<tr>
<td>Schertz, TX</td>
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<td></td>
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<tr>
<td>Fleet Safety Equipment</td>
<td>$37,687.08</td>
<td>$37,687.08</td>
<td>$21,522.10</td>
<td>$21,522.10</td>
<td>$8,153.60</td>
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<tr>
<td>Houston, TX</td>
<td></td>
<td></td>
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<tr>
<td>Farnwest Specialty Vehicles</td>
<td>$49,303.25</td>
<td>$49,303.25</td>
<td>$27,547.22</td>
<td>$27,547.22</td>
<td>$10,125.30</td>
<td>$10,125.30</td>
<td>$40,275.00</td>
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<tr>
<td>Schertz, TX</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WITNESSED BY: [Signature]

[Signature]
## Quote

**# 2015701**

**Date:** 05/01/18

**Reg Sales Mgr:** Bill Switzer - S TX

**Phone:** 972-398-3780

**Fax:** 972-398-3781

### Applied Concepts, Inc.

855 E. Collins Blvd
Richardson, TX 75081

National Toll Free: 1-800- STALKER

Inside Sales Partner: Ed Kosanke
972-801-4818

### Bill To:

San Marcos Police Dept
630 E Hopkins St
San Marcos, TX 78666

### Customer ID: 029583

### Ship To:

San Marcos Police Dept
Accounts Payable
2300 I H 35 S
San Marcos, TX 78666-5919

### Lead Time:

21 Working Days

### Effective From:

02/15/2018

### Valid Through:

06/30/2018

### Group Total

<table>
<thead>
<tr>
<th>Ln</th>
<th>Qty</th>
<th>Package</th>
<th>Description</th>
<th>Wrnty/Mo</th>
<th>Price</th>
<th>Ext Price</th>
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### Group Total

**$20,970.00**

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### Quote Summary

- **Product:** $20,970.00
- **Discount:** 10%
- **Sub-Total:** $20,970.00
- **Sales Tax:** 0%
- **Shipping & Handling:** $157.50
- **Payment Terms:** Net 30 days

**Total:** USD $19,030.50

### Vehicle Information:

- **2018 Dodge Charger**

---

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### Quote Information

**Quote #** 2015702

**Date:** 05/01/18

**Effective From:** 02/15/2018

**Valid Through:** 06/30/2018

**Lead Time:** 21 working days

---

### Customer Information

**Bill To:**
San Marcos Police Dept  
630 E Hopkins St  
San Marcos, TX 78666

**Ship To:**
San Marcos Police Dept  
2300 I H 35 S  
San Marcos, TX 78666-5919

**Customer ID:** 029583

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### Product Details

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**Group Total:** $10,950.00

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### Discount and Payment Terms

**Discount:** 10%  
**Payment Terms:** Net 30 days

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**Sub-Total:** $9,855.00  
**Sales Tax:** 0%  
**Shipping & Handling:** $52.50  
**Total:** USD $9,907.50

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**Bill To:**
San Marcos Police Dept  
630 E Hopkins St  
San Marcos, TX 78666  
San Marcos, TX 78666-5919

**Ship To:**  
Accounts Payable  
San Marcos Police Dept  
2300 I H 35 S  
San Marcos, TX 78666-5919  
Sergeant Carl Spriegel

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<td>155-2211-00</td>
<td>Remote Display Interconnect Cable</td>
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<td>005-0000-00</td>
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**Group Total:** $3,500.00

**Product:** $3,500.00  
**Sub-Total:** $3,150.00

**Discount:** 10%  
**Sales Tax:** 0%  
**Shipping & Handling:** $17.50

**Total:** USD $3,167.50

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AGENDA CAPTION:
Consider approval of Resolution 2018-86R, approving the award of a contract to Lambda Construction I, Ltd., for transformer and feeder breaker replacement services in connection with the Ranch Road 12 Substation Transformer Upgrades Project in an amount not to exceed $828,697.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: June 5, 2018

Department: San Marcos Electric Utility - Tom Taggart, Executive Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $828,697
Account Number: C647-Electric-Construction
Funds Available: $3,000,000
Account Name: Ranch Road 12 Substation Transformer

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
City Facilities
Goal #8 Provide efficient & effective delivery of services
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
San Marcos Electric Utility Master Plan

Background Information:
This project is to replace the existing Ranch Road 12 substation transformer and feeder breakers. The existing 20 MVA 138x12.5 kV transformer will be replaced with a 30 MVA 138x12.5kV transformer. The substation oil containment, feeder breakers, and control house will also be upgraded to improve system reliability and improve performance.

On April 12, 2018 the City received two (2) bids for the Ranch Road 12 Substation Transformer Upgrades pursuant to City Purchasing Policy and state statute. Upon review, City Staff and engineering consultant Mike Mainini of Schneider Engineering recommend award to lowest responsible responsive bidder, Lambda Construction I, Ltd. in the amount of $828,697.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
RESOLUTION 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT TO LAMBDA CONSTRUCTION I, LTD., FOR TRANSFORMER AND FEEDER BREAKER REPLACEMENT SERVICES IN CONNECTION WITH THE RANCH ROAD 12 SUBSTATION TRANSFORMER UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED $828,697.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a contract to Lambda Construction I, Ltd., for transformer and feeder breaker replacement services in connection with the Ranch Road 12 Substation Transformer Upgrades Project in an amount not to exceed $828,697.00 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
Mr. Tyler Hjorth  
City of San Marcos  
630 E. Hopkins  
San Marcos, TX 78666 

Re: Ranch Road 12 Substation Upgrade (17CSM6103)  
Bid Proposal Recommendation 

Dear Mr. Hjorth: 

Bid requests for the Ranch Road 12 Substation Upgrade project were sent by SMEU Purchasing on April 6th with a submittal deadline of April 20th. A total of two (2) bids were received from the below listed Contractors. All bids appear to be complete with all required items included. Below you will find the bid tabulation with results included for each. 

The Contractors were asked to furnish unit price bids based on different group descriptions and construction units in the bid documents. We have reviewed and evaluated these units and groups, and have attached the results. 

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<tr>
<td>Brandt Industrial</td>
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Attached is the bid tabulation for your review. Included in the bids are the removal units for your decision to keep or remove from the project. 

Lambda Construction submitted the lowest bid. Lambda takes no exception to the specifications/bid documentation. Based on lowest evaluated cost, we recommend that City of San Marcos engage Lambda as the contractor for this project. Please review and let us know your comments on this recommendation. 

Sincerely, 

Mike Mainini  
Texas Firm Reg. #: F-1594  
MMM/tls
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<td>$845</td>
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**GROUP A TOTAL:** $157,353

**GROUP B TOTAL:** $13,839

**GROUP C TOTAL:** $3,942

**GROUP D TOTAL:** $37,738

**GROUP E TOTAL:** $5,942

**GROUP F TOTAL:** $3,942

**GROUP G TOTAL:** $37,738

**GROUP H TOTAL:** $5,942

**GROUP I TOTAL:** $3,942

**GROUP J TOTAL:** $37,738

**GROUP K TOTAL:** $5,942

**GROUP L TOTAL:** $3,942

**GROUP M TOTAL:** $37,738

**GROUP N TOTAL:** $5,942

**GROUP O TOTAL:** $3,942

**GROUP P TOTAL:** $37,738

**GROUP Q TOTAL:** $5,942

**GROUP R TOTAL:** $3,942

**GROUP S TOTAL:** $37,738

**GROUP T TOTAL:** $5,942

**GROUP U TOTAL:** $3,942

**GROUP V TOTAL:** $37,738

**GROUP W TOTAL:** $5,942

**GROUP X TOTAL:** $3,942

**GROUP Y TOTAL:** $37,738

**GROUP Z TOTAL:** $5,942

---

**Contractor:**

**Signed:**
### CITY OF SAN MARCOS
### RANCH ROAD 12 BID TABULATION

| GROUP E: OIL/VACUUM/POWER CIRCUIT BREAKERS AND/OR CIRCUIT SWITCHERS |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| UNIT DESCRIPTION | QTY | LABOR UNIT PRICE | MATERIAL UNIT PRICE | TOTAL UNIT PRICE | EXTENDED PRICE |
| E5.2 CIRCUIT SWITCHER; 138 KV WITH BYPASS | 1 | $3,257 | $0 | $3,257 | $3,257 |
| **GROUP E TOTAL:** | | $3,257 | $0 | $3,257 | $3,257 |

| GROUP F: OIL/VACUUM CIRCUIT BREAKER/RECLOSER |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| UNIT DESCRIPTION | QTY | LABOR UNIT PRICE | MATERIAL UNIT PRICE | TOTAL UNIT PRICE | EXTENDED PRICE |
| F1.2 VACUUM CIRCUIT BREAKER; 15 KV 1200A | 2 | $1,328 | $300 | $1,628 | $2,656 |
| F1.2a VACUUM CIRCUIT BREAKER; 15 KV 2000A | 1 | $1,328 | $300 | $1,628 | $1,328 |
| **GROUP F TOTAL:** | | $1,328 | $300 | $1,628 | $1,328 |

| GROUP G: METERS, RELAYS AND INSTRUMENT TRANSFORMERS |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| UNIT DESCRIPTION | QTY | LABOR UNIT PRICE | MATERIAL UNIT PRICE | TOTAL UNIT PRICE | EXTENDED PRICE |
| G1.4 POTENTIAL TRANSFORMER; 7.2 KV, SINGLE PHASE | 3 | $719 | $1,418 | $2,137 | $6,411 |
| G3.1b DISTRIBUTION RELAY PANEL; SEL (TWO FEEDERS) | 1 | $1,713 | $155 | $1,868 | $1,713 |
| G4.1 TRANSFORMER DIFFERENTIAL RELAY PANEL; 138 KV | 1 | $1,713 | $120 | $1,833 | $1,713 |
| G7.1 JUNCTION BOX; PT | 1 | $3,446 | $1,387 | $4,833 | $3,446 |
| **GROUP G TOTAL:** | | $9,029 | $5,916 | $12,658 | $6,518 |

| GROUP H: TRANSFORMERS |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| UNIT DESCRIPTION | QTY | LABOR UNIT PRICE | MATERIAL UNIT PRICE | TOTAL UNIT PRICE | EXTENDED PRICE |
| H2.2 TRANSFORMER, POWER; 138-12.5 KV, THREE PHASE, 30 MVA | 1 | $2,397 | $212 | $2,609 | $2,397 |
| H9.2 TRANSFORMER, DISTRIBUTION; SINGLE PHASE, 7200-120/240 | 1 | $1,797 | $100 | $1,897 | $1,797 |
| **GROUP H TOTAL:** | | $4,194 | $312 | $3,827 | $3,827 |

| GROUP J: COMMUNICATIONS AND SUPERVISORY CONTROL EQUIPMENT |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| UNIT DESCRIPTION | QTY | LABOR UNIT PRICE | MATERIAL UNIT PRICE | TOTAL UNIT PRICE | EXTENDED PRICE |
| J3.1 SCADA PANEL | 1 | $1,438 | $427 | $1,865 | $1,438 |
| **GROUP J TOTAL:** | | $1,438 | $427 | $2,426 | $2,426 |

Contractor_____________________________ 6 - 2 Signed_____________________________
| CONTRACTOR_____________________________ 6 - 3 Signed_____________________________ |
|----------------------------------------|----------------------------------|
| **K1.0 CONDUIT; GENERAL APPLICATION** 1 LOT | $13,862 | $2,500 | $16,362 | $16,362 | $13,862 | $2,500 | $22,262 | $1,824 | $24,085 | $24,085 | $22,262 | $1,824 |
| **K1.2a CONDUIT; ABOVE GRADE (RIGID GALVANIZED)** 1 LOT | $7,690 | $2,150 | $9,840 | $9,840 | $7,690 | $2,150 | $16,863 | $17,710 | $34,573 | $34,573 | $16,863 | $17,710 |
| **K2.1 PRE CAST CONCRETE CABLE TRENCH, PEDESTRIAN TRAFFIC** 1 LOT | $15,639 | $7,985 | $23,624 | $23,624 | $15,639 | $7,985 | $17,491 | $17,520 | $35,012 | $35,012 | $17,491 | $17,520 |
| **K2.4 PRE CAST CONCRETE CABLE TRENCH, HEAVY TRAFFIC** 1 LOT | $13,482 | $6,785 | $20,267 | $20,267 | $13,482 | $6,785 | $12,393 | $12,145 | $24,539 | $24,539 | $12,393 | $12,145 |
| **K3.1 CABLE; INSTRUMENT TRANSFORMER, CURRENT** 11 EA | $538 | $251 | $789 | $8,679 | $5,918 | $2,761 | $915 | $319 | $1,234 | $13,571 | $10,065 | $3,506 |
| **K3.2 CABLE; INSTRUMENT TRANSFORMER, POTENTIAL** 2 EA | $839 | $140 | $979 | $1,958 | $1,678 | $280 | $571 | $174 | $745 | $1,489 | $1,142 | $348 |
| **K4.1 CABLE; AC - EQUIPMENT** 11 EA | $588 | $204 | $792 | $8,712 | $6,468 | $2,244 | $678 | $234 | $912 | $10,036 | $7,463 | $2,573 |
| **K4.2 CABLE; AC/DC – STATION SERVICE** 1 EA | $2,047 | $2,868 | $4,915 | $4,915 | $2,047 | $2,868 | $2,291 | $2,267 | $4,558 | $4,558 | $2,291 | $2,267 |
| **K4.4 CABLE; DC - EQUIPMENT** 8 EA | $564 | $111 | $675 | $5,400 | $4,512 | $888 | $473 | $174 | $686 | $5,486 | $3,783 | $1,703 |
| **K5.1 CABLE; ALARM/CONTROL (UNSHIELDED)** 14 EA | $760 | $637 | $1,397 | $19,558 | $17,960 | $1,600 | $1,129 | $339 | $1,468 | $35,848 | $31,751 | $4,097 |
| **K6.6 CABLE;  SCADA INDICATION (4C - #12 AWG)** 4 EA | $287 | $17 | $304 | $1,520 | $1,435 | $85 | $112 | $33 | $146 | $728 | $562 | $166 |
| **K8.1 CABLE; RS-232 NETWORK** 7 EA | $205 | $54 | $259 | $1,813 | $1,358 | $378 | $135 | $58 | $193 | $1,349 | $946 | $403 |
| **K9.4 CABLE PULL BOX; PRECAST** 1 EA | $14,521 | $9,325 | $23,846 | $23,846 | $14,521 | $9,325 | $27,775 | $9,648 | $37,423 | $37,423 | $27,775 | $9,648 |
| **K10.7 UNDERGROUND DISTRIBUTION CONDUIT DUCT BANK; FEEDER** 1 LOT | $54,232 | $30,125 | $84,357 | $84,357 | $54,232 | $30,125 | $112,309 | $30,434 | $142,743 | $142,743 | $112,309 | $30,434 |
| **GROUP K TOTAL:** | $249,049 | $167,470 | $81,579 | $387,347 | $273,420 | $113,927 |
| **K2.30 FOUNDATION; 15 KV 1200 A BREAKER, DISTRIBUTION** 3 EA | $4,505 | $385 | $4,890 | $14,670 | $13,515 | $1,155 |
| **K2.31 FOUNDATION; 15 KV 2000A BREAKER, DISTRIBUTION** 1 EA | $4,505 | $385 | $4,890 | $4,890 | $4,505 | $385 |
| **K3.10 FOUNDATION; A-FRAME OR T-STRUCTURE PIER, DISTRIBUTION** 10 EA | $2,395 | $302 | $2,697 | $26,970 | $23,950 | $3,020 |
| **K3.70 FOUNDATION; TWACS OR UNDERGROUND RISER STAND, DISTRIBUTION** 3 EA | $3,068 | $317 | $3,385 | $10,155 | $9,204 | $951 |
| **K5.50 FOUNDATION; SWITCH STAND, HIGH VOLTAGE** 2 EA | $4,426 | $307 | $4,733 | $9,466 | $8,852 | $614 |
| **K5.55 FOUNDATION; CIRCUIT SWITCHER, HIGH VOLTAGE** 2 EA | $4,722 | $640 | $5,362 | $10,724 | $9,444 | $1,280 |
| **K8.21 FOUNDATION; POWER TRANSFORMATION - OIL CONTAINMENT** 1 EA | $80,760 | $19,500 | $100,260 | $100,260 | $80,760 | $19,500 |
| **K9.60 FOUNDATION; TRANSFORMER OR VOLTAGE REGULATOR STRUT** 2 EA | $4,555 | $485 | $5,040 | $10,080 | $9,110 | $970 |
| **GROUP L TOTAL:** | $187,215 | $159,340 | $27,875 | $177,014 | $169,056 | $7,958 |

**GROUP K: TRENCHING, CONDUIT, AND CABLE**

**GROUP L: FOUNDATIONS**
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<th>UNIT DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>LABOR UNIT PRICE</th>
<th>MATERIAL UNIT PRICE</th>
<th>TOTAL UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<td>M4.1 SITE PREPARATION; YARD FINISH ROCK</td>
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<td>TONS</td>
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<td>L.F.</td>
<td>$48</td>
<td>$44</td>
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<td><strong>GROUP N TOTAL:</strong></td>
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<tr>
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# CITY OF SAN MARCOS
## RANCH ROAD 12 BID TABULATION

## GROUP Q: AC SYSTEM

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**GROUP Q TOTAL:** $17,593

## GROUP S: DEMOLITION AND/OR REMOVAL

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<td>REMOVAL; 138/68 KV CIRCUIT SWITCHER</td>
<td>1</td>
<td>EA</td>
<td>$1,179</td>
<td>$0</td>
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<td>S4.8</td>
<td>REMOVAL; FUSE CUTOUT, 25/15 KV WITH LINKS</td>
<td>40</td>
<td>EA</td>
<td>$19</td>
<td>$0</td>
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<td>S4.4</td>
<td>REMOVAL; 10 KV (12.5 KV) LIGHTNING ARRESTERS</td>
<td>12</td>
<td>EA</td>
<td>$60</td>
<td>$0</td>
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<td>$720</td>
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<td>S7.1</td>
<td>REMOVAL; STATION SERVICE TRANSFORMER</td>
<td>1</td>
<td>EA</td>
<td>$179</td>
<td>$0</td>
<td>$179</td>
<td>$179</td>
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<td>S7.3</td>
<td>REMOVAL; POTENTIAL TRANSFORMER, 138/69 KV, SINGLE PHASE</td>
<td>3</td>
<td>EA</td>
<td>$69</td>
<td>$0</td>
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<td>S8.1</td>
<td>REMOVAL; CONTROL PANEL</td>
<td>3</td>
<td>EA</td>
<td>$84</td>
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<td>S8.2</td>
<td>REMOVAL; JUNCTION BOX</td>
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<td>$59</td>
<td>$0</td>
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<td>$177</td>
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<td>S10.2</td>
<td>REMOVAL; 138/69 KV WIRE BUS</td>
<td>1</td>
<td>LOT</td>
<td>$250</td>
<td>$0</td>
<td>$250</td>
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<tr>
<td>S10.3</td>
<td>REMOVAL; 138/69 KV TUBULAR BUS</td>
<td>1</td>
<td>LOT</td>
<td>$250</td>
<td>$0</td>
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<td>$250</td>
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<tr>
<td>S10.4</td>
<td>REMOVAL; 25/15 KV WIRE BUS</td>
<td>1</td>
<td>LOT</td>
<td>$250</td>
<td>$0</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>S10.5</td>
<td>REMOVAL; 25/15 KV TUBULAR BUS</td>
<td>1</td>
<td>LOT</td>
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<td>S10.6</td>
<td>REMOVAL; CABLE</td>
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<td>S12.2</td>
<td>REMOVAL; 25/15 KV DEAD END A-FRAME STRUCTURE</td>
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<td>EA</td>
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<td>S12.5</td>
<td>REMOVAL; THREE PHASE BUS SUPPORT STRUCTURE</td>
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**GROUP S TOTAL:** $9,142

**GRAND TOTAL ALL UNITS:** $828,697

---

Contractor_____________________________ 6 - 5 Signed_____________________________
# BID TABULATION

**Ranch Road 12 Substation Transformer Upgrade**  
April 19, 2018, at 2:00 P.M.

**IFB 218-236**

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Total Bid</th>
<th>Addenda 1&amp;2</th>
<th>Bid Bond</th>
<th>SBQ</th>
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<tbody>
<tr>
<td>Lambda Construction I, Ltd.</td>
<td>$828,697</td>
<td>Yes</td>
<td>Yes</td>
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<td>New Braunfels, Texas</td>
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<td></td>
<td></td>
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<tr>
<td>The Brandt Companies, LLC</td>
<td>$969,683.33</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Carrollton, Texas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WITNESSED BY: [Signatures]
File #: Res. 2018-87R, Version: 1

AGENDA CAPTION:
Consider approval of Resolution 2018-87R, approving the award of a three year contract to Climatec, LLC., for climate control system maintenance and support in the estimated amount of $99,062.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: June 5, 2018

Department: Community Services, Executive Director Rodney Cobb (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $45,558.00 for FY2018, $26,752 for FY2019 and $26,752 for FY2020
Account Number: 10001280.52535
Funds Available: $400,000
Account Name: Facility Maintenance

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
City Facilities
Goal #1 Plan for Facilities Planning
Goal #5 Maintain & Improve City's Infrastructure

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☒ Parks, Public Spaces & Facilities - Well maintained public facilities that meet needs of our community
☐ Transportation - Choose an item.
☐ Not Applicable
**Background Information:**
Currently Climatec is providing service to the city applying standard labor rates and parts pricing on an as needed basis, with no ongoing support. Under the current situation the city is being reactive instead of proactive when issues arise making the city vulnerable to longer wait times when it comes to service calls and repairs.
Climatec has proposed to the city, a three (3) Year Retrofit Business day Technical Support Agreement (TSA). All details are listed in the proposal however, here are some of the highlighted benefits:

**Technical Support & Maintenance**
- Priority response time: The city will have priority when it comes to responding to service calls.
- Remote technical support: Backup of our systems are created and Climatec will provide remote support via the internet or phone. Providing the city with more efficient service for smaller issues.
- Business day support: During normal business hours, all support labor is at no extra charge to the city.
- Reduced labor rates: Business day labor rates will not apply. Emergency afterhours and holiday calls will be applied at reduced labor rates. Standard rates will be reduced from $205.00 for afterhours and $270.00 for holidays, down to $149.00 for afterhours and $186.00 for holidays.
- Reduced parts pricing: For any parts that may need to replaced, we will provide the part at 50% less the list price plus an additional 10% off for being a TSA client.
- Ongoing technical support: Throughout the year, the entire system will be inspected with a point-to-point checkout to verify controls are working properly and address issues accordingly.
- Continuous updates: Climatec will keep controls up-to-date with any new revisions of the software that is in place. This reduces the likelihood of catastrophic failures to the controls, and limits the down time to HVAC equipment.
- 8 hours of training per year: Onsite training sessions to answer any technical questions and train staff on software. Training sessions are not limited on the amount of staff attending.

**Retrofit:**
- Remove dependency on Java: This is a big benefit for the IT department. The new N4 Jaces remove the dependency of Java and upgrade to a more secure and reliable HTML5 format. These displays are scalable to any device you may use to access the system, be it a mobile device, tablet, or PC.
- The N4 Jaces: These devices are more powerful and more reliable in terms of their functions and communications. Having them in place means you can start tying in other energy management devices, such as power/water metering, fire alarms, lighting controls, etc. Making the N4 Jaces a single source front end system for other building energy management systems and technologies.
- Getting the N4 system in place: Like any electronic device, the parts in the field will start to fail at some point. Getting these N4 Jaces in place sets the city up for a scalable future.
Recommendation:
The Interlocal Purchasing System, Choice Partners, a division of Harris County Department of Education (HCDE) has awarded contract # CP 13/012PB-08 to Climatec, LLC located in San Antonio Texas.

Denise Pfeil, IT Business Systems Analyst recommends award to Climatec in San Antonio, Texas with pricing for FY2018 being N4 fifty percent (50%) down payment of $18,806 and one year TSA plus one-third (1/3) remaining N4 Upgrade balance of $26,752 for a total of $45,558.

CHARGES
The annual charge for each year is:
Retrofit down payment: $18,806.00* First year: $26,752.00*
Second year: $26,752.00*
Third year: $26,752.00*
* Excluding Taxes.
RESOLUTION 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A THREE YEAR CONTRACT TO CLIMATEC, LLC FOR CLIMATE CONTROL SYSTEM MAINTENANCE AND SUPPORT IN THE ESTIMATED AMOUNT OF $99,062.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a contract to Climatec, LLC for climate control system maintenance and support in the estimated amount of $99,062.00 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
THE CITY OF SAN MARCOS
SERVICES CONTRACT

This Agreement (this “Agreement”) is entered into by and between THE CITY OF SAN MARCOS, a municipality in the State of Texas (“CITY”), and CLIMATEC, LLC (A COMPANY) whose address is 1077 Central Parkway South, Suite 900, San Antonio, Texas 78232 (“CONTRACTOR”), and is effective for all purposes as of the date of the last signature to this Agreement (“Effective Date”).

City and Contractor agree as follows:

1. **Services.** Contractor will perform the Services (“Services” or “Project”) and provide deliverables (“Deliverables”) set forth in Exhibit A, attached and incorporated for all purposes, to the satisfaction of City. In the event of any conflict between the terms of this Agreement (including the Standard Terms and Conditions described in Section 4) and the Exhibit A, this Agreement shall control.

2. **Term.** The term (“Term”) of this Agreement will commence on the Effective Date, and will continue for three years, unless sooner terminated as provided herein. This contract may be extended for three (3) additional one year periods provided all terms and conditions remain unchanged and in full force and effect. The option to extend requires the mutual agreement of both parties.

3. **Compensation.** Contractor’s fees for the Services are set forth in Exhibit A, attached and incorporated for all purposes. City will pay to Contractor compensation for performance of the Services within thirty (30) days after receipt of an appropriate invoice (“Invoice”) and City’s approval of Services. Payment will be made in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, Texas Government Code. Payment for delivery of Services, and rendered will not be unreasonably withheld or delayed. If City disapproves any amount submitted for payment by Contractor, City will give Contractor specific reasons for disapproval in writing within a reasonable time. Upon resolution of any disputed charges, Contractor will re-invoice such remaining charges to City.

**WARRANTIES, TERMS, AND REPRESENTATIONS.**

4. **Compliance with Laws and Policy.** Contractor warrants and agrees that Contractor will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City’s Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, “Standard Terms and Conditions” means the Standard Terms and Conditions of the City of San Marcos (found at http://www.sanmarcostx.gov/DocumentCenter/Home/View/6608).

4.1 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

5. **Performance.** Contractor represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.

6. **Authority.** Contractor represents and agrees that this Agreement reflects Contractor’s full and correct name and that Contractor is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.

7. **Conflict of Interest.** Contractor represents, and agrees that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor’s performance of the Services hereunder. Contractor further warrants that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.

8. **Deliverables and use of Documents.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor in connection with the Services (collectively, “Service Deliverables”), whether or not accepted or rejected by City, are the property of City and for its exclusive use and re-use at any time without further compensation and without any restrictions. Contractor will not sell, disclose, or obtain any other compensation for the Service Deliverables. Contractor will not use Service Deliverables in any manner for any other purpose without the express written consent of City.

9. **Assignment.** Contractor’s interest in this Agreement (including Contractor’s duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of City. The benefits and burdens of this Agreement are assignable by City.

Rev. 03/28/18
10. **Force Majeure.** Neither City nor Contractor will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

11. **Insurance.** During the period of the contract, the contractor will maintain at its own expense, insurance naming the City as an additional insured. Insurance limits will be not less than $1,000,000 per incident for General Liability; $1,000,000 per incident for Automobile Liability. Workers Compensation limit is dictated by statute. Contract will provide the City with a thirty (30) days written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured’s obligation to maintain such insurance.

12. **Termination.** City may terminate this Agreement in accordance with the Standard Terms and Conditions. Upon such termination, City will pay Contractor, at the rate set out in *Exhibit A*, for Services satisfactorily performed through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any Services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

13. **Notice.** Any notices required under this Agreement will be made in writing, postage prepaid to the following addresses, and will be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

**CITY:**
The City of San Marcos  
Attn: City Manager’s Office  
630 East Hopkins Street  
San Marcos, TX 78666

**CONTRACTOR:**
Climatec, LLC  
Kenneth Marshall  
1077 Central Parkway South, Suite 900  
San Antonio, Texas 78232

*IN WITNESS WHEREOF,* the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

**CONTRACTOR:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

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

Departmental Approver:

<table>
<thead>
<tr>
<th>Print Name and Title</th>
<th>Signature</th>
<th>Date</th>
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**City**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</thead>
</table>

Print Name

Title
RETROFIT TECHNICAL SUPPORT AGREEMENT

Procurement Method: Oscar Hairrell (512)393-8410  CP# 13/012PB-08
Date of Proposal: May 15, 2018
TSA Start Date: July 1, 2018
TSA End Date: June 30, 2021
Service Dispatch Number: (210) 663-0400
Service Dispatch Email: SanAntonioService@Climatec.com

This proposal will provide three (3) years of technical support services for the following facility(s):

Facility Name: City Of San Marcos
Facility Address: 630 E Hopkins, San Marcos, Texas 78666

BY AND BETWEEN:

CLIMATEC, LLC
1077 Central Parkway South, Suite 900
San Antonio, Texas 78232

CLIENT:

CITY OF SAN MARCOS
630 E Hopkins
San Marcos, Texas 78666

This proposal is firm for one hundred and eighty (180) days and shall include the Terms & Conditions and Schedule(s) attached herein.
ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE  EMCS Primary

**Services:**

☒ **System and Service Review.** Climatec, LLC will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.

☒ **Preventive Maintenance.** Maintenance shall be performed per the attached Schedule B to optimize the system effectiveness. Scheduled preventive maintenance visits will occur **twelve (12) times** per year.

☒ **Software Maintenance.** Climatec, LLC will furnish and install manufacturer’s software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.

☒ **Database Protection.** Climatec, LLC will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed **twelve (12) times** per year.

☒ **Telephone Support.** Technical experts will assist you, via the telephone, to identify and resolve operational problems.

☑️ **On-Line Service.** Climatec, LLC will provide you with on-line assistance to troubleshoot your system and resolve operational problems. *The Client is responsible for LAN / telephone line installation and costs.*

☒ **System and Service Log.** Climatec, LLC will provide a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log.

☒ **Documentation.** All scheduled and unscheduled service visits will be documented by a work order form, listing materials used and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff’s convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.

☒ **Operator Training.** Climatec, LLC will provide **four (8) hours** of on-site annual operator(s) training.

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**EMCS Premium Services:**
☐ Component Repair and Replacement. Climatec, LLC will repair or replace failed components with new or reconditioned components of compatible design to minimize obsolescence and maintain system integrity at no additional charge. Exchanged parts shall become the property of Climatec, LLC (see Schedule D for special conditions).

☒ Business Day Service. Service repair calls covered by this agreement shall be made five (5) days a week, during normal business hours at no additional charge (see Schedule D for special conditions).

☐ Premium Time Emergency Service. Emergency repair calls covered by this agreement shall be made seven (7) days a week, twenty-four (24) hours a day at no additional charge (see Schedule D for special conditions).

☐ On-Site Service. Climatec, LLC shall provide an on-site Service Specialist for zero (0) hours
SERVICE TASK 1: EMCS – MAIN OPERATOR WORKSTATION:

On Each Scheduled Service:

- **Visits to Jobsite**
  - Report in with appropriate customer personnel.
  - Review EMCS system for critical and off-line status indications.
  - Review EMCS system for override and disabled status indications.
  - Review event and alarm log with customer and discuss EMCS operational concerns.
  - Analyze the number of operator or system change occurrences for impact on performance.
  - Perform or schedule reactive or proactive maintenance procedures as appropriate to resolve situations noted.
  - Install appropriate EMCS software refinements and updates.

On a Scheduled Basis:

- **Main Operator Workstation**
  - Check monitor for clarity, focus, and color.
  - Cycle power and listen for unusual motor/bearing noise.
  - Verify proper system restart; check system date, time and hardware status.
  - Clean exterior surfaces, including monitor.
  - Clean dust from internal surface(s).
  - General security/software maintenance of the main operator workstation.
  - Save/copy network workstation data base, including custom graphics and resident Master Controller archive data bases, as indicated in this agreement.

**NOTE:** Revisions to other software programs not produced by Climatec are not included in this service task, however it can be added at the owner’s request. Likewise, “Major Revisions” to the EMCS software, which add new features and capabilities are not included. Excludes any customer IT maintained server.
SERVICE TASK 2: EMCS – NETWORK ANALYSIS:

On a Scheduled Basis:
✓ Log onto the main operator workstation or global controller(s) to prove proper communication means.
✓ Review global controller error log.
✓ For each main operator workstation and global controller unit:
  • Analyze communication.
  • Perform online/offline test routine to determine power and communication restart.
  • Provide a report summarizing network analysis results.

As Required:
✓ Analyze the error rate & transmission rate.
✓ Review trend logs.
✓ Review alarm logs.
✓ Perform the network analysis tasks as appropriate to verify or discount suspected communication problems.
✓ Perform communication “sniffing” if communication problems elude conventional troubleshooting (discussion of resource equipment needs to be discussed with owner).
✓ Perform the network analysis tasks as appropriate to evaluate the impact on network performance of various configuration options, as part of a proposed system expansion or modification.
SERVICE TASK 3: EMCS – GLOBAL CONTROL MODULES:

On a Scheduled Basis:

- Check indications to verify proper DC power levels, appropriate transmit and receive activity on the communication trunks, and check for possible Error Code indications.
- Confirm proper time sync of all Global Controller(s) with workstation.
- Inspect wiring for signs of corrosion, fraying and rapid discoloration, defective shielding, or shield grounding.
- Monitor LED sequencing for proper operation.
- Review Global Controller(s) device properties.
- Remove excessive dust from internal surfaces.
- Verify / calibrate other points and control processes, where the need for possible proactive maintenance is indicated.
- Update firmware files, as required.
- Review and maintain software documentation.
SERVICE TASK 4: EMCS – UNITARY CONTROLLERS:

On a Scheduled Basis – AHU Application Controller:

- Verify that HVAC Unit is being controlled at the appropriate value(s).
- Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- Return set point to original value.
- Repeat for each additional control loop, as required.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- Review and maintain software documentation.

On a Scheduled Basis – Unitary Equipment Controller:

- Verify that controller is in control at the desired value(s).
- Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- Return set point to original value.
- Repeat for each additional control loop, as required.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- Review and maintain software documentation.
ENERGY MANAGEMENT & CONTROL SYSTEM:
- EMCS operators’ workstation, to include the operating software.
- EMCS global controller(s), to include the modem.
- EMCS programmable and unitary controllers.
- Associated EMCS controller devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controller’s.
SPECIAL CONDITIONS:
This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

This will cover the following sites:

Activity Center
501 East Hopkins

San Marcos Police Station
2300 IH35

Municipal Building
630 E. Hopkins

Public Library
625 E. Hopkins St.

Grant Harris Building
401 E. Hopkins

City of San Marcos
630 E. Hopkins St.

Public works
630 E. Hopkins St.
SCHEDULE E – CHARGES, RATES & PRICING TERMS

CHARGES:

* The first year billing shall be 1 payments of: $45,558.00 *
* The Second year billing shall be 1 payments of: $26,752.00 *
* The Third year billing shall be 1 payments of: $26,752.00 *

* Excluding Taxes.

Rates:

The following list contains the Customer Preferred labor rates that shall be used for services, provided by Climatec, LLC, that are requested by the Client for services not included in this agreement:

* Field Specialist (M-F 8:00 AM to 5:00 PM) $110.00 per hr.
* Field Specialist (M-F after 5:00 PM & Saturday) $149.00 per hr.
* Field Specialist (Sundays & Holidays) $186.00 per hr.
* Software Specialist (M-F 8:00 AM to 5:00 PM) $132.00 per hr.
* Software Specialist (M-F after 5:00 PM & Saturday) $179.00 per hr.
* Software Specialist (Sundays & Holidays) $228.00 per hr.

PRICING:

Additional Alerton parts and materials, requested by the Client, shall be available to the Client at a discount of list price less 50%, less 10%.
TO UPGRADE THE EXISTING JACES AND SUPERVISOR TO N4:

**Inclusions:**
- Programming.
- Installation.
- Checkout labor.
- Conversation of existing graphics to newest N4 graphics format.
- (3) NC-8025 (Alerton Branded Tridium 8000 Core software 25 devices).
- (3) SMA-8025-1YR-INIT (18 month maintenance 25 devices).
- (4) NC-8010 (Alerton Branded Tridium 8000 Core software 10 devices).
- (4) SMA-8010-1YR-INIT (18 month maintenance 10 devices).
- (3) DEVICE-10 (Alerton Branded Tridium 8000 Device Packs 10 devices).
- (7) Alerton Jace.
- (1) Alerton Branded N4 Supervisor.
- (1) SUP-10-SMA-INIT (18 month maintenance 10 devices).

**Exclusions:**
- Repair/replacement of any other existing devices that may be defective.
- IP addresses, Ethernet drops, and LAN connections, will require the assistance of the IT department.
- Dedicated computer workstation.
- Taxes.
ENERGY MANAGEMENT & CONTROL SYSTEM:

- EMCS operators’ workstation, to include the operating software.
- EMCS global controller(s), to include the modem.
- EMCS programmable and unitary controllers.
- Associated EMCS controller devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controller’s.
SPECIAL CONDITIONS:
This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

If for any reason this agreement is terminated before the end of the three (3) year term, the Client shall pay Climatec, LLC in full for any amount of the initial $37,612.00 that mains outstanding.

This will cover the following sites:

Activity Center
501 East Hopkins

San Marcos Police Station
2300 IH35

Municipal Building
630 E. Hopkins

Public Library
625 E. Hopkins St.

Grant Harris Building
401 E. Hopkins

City of San Marcos
630 E. Hopkins St.

Public works
630 E. Hopkins St.
CHARGES:

- The first year billing shall be 1 payments of: $45,558.00*
- The Second year billing shall be 1 payments of: $26,752.00*
- The Third year billing shall be 1 payments of: $26,752.00*

* Excluding Taxes.

Rates:

The following list contains the Customer Preferred labor rates that shall be used for services, provided by Climatec, LLC, that are requested by the Client for services not included in this agreement:

- Field Specialist (M-F 8:00 AM to 5:00 PM) $110.00 per hr.
- Field Specialist (M-F after 5:00 PM, Sat., Sun., & Holidays) $149.00 per hr.
- Software Specialist (M-F 8:00 AM to 5:00 PM) $132.00 per hr.
- Software Specialist (M-F after 5:00 PM, Sat., Sun., & Holidays) $179.00 per hr.

PRICING:

Additional Alerton parts and materials, requested by the Client, shall be available to the Client at a discount of list price less 50%, less 10%.
TO UPGRADE THE EXISTING JACES AND SUPERVISOR TO N4

Inclusions:

- Programming.
- Installation.
- Checkout labor.
- Conversation of existing graphics to newest N4 graphics format.
- (3) NC-8025 (Alerton Branded Tridium 8000 Core software 25 devices).
- (3) SMA-8025-1YR-INIT (18 month maintenance 25 devices).
- (4) NC-8010 (Alerton Branded Tridium 8000 Core software 10 devices).
- (4) SMA-8010-1YR-INIT (18 month maintenance 10 devices).
- (3) DEVICE-10 (Alerton Branded Tridium 8000 Device Packs 10 devices).
- (7) Alerton Jace.
- (1) Alerton Branded N4 Supervisor.
- (1) SUP-10-SMA-INIT (18 month maintenance 10 devices).

Exclusions:

- Repair/replacement of any other existing devices that may be defective.
- IP addresses, Ethernet drops, and LAN connections, will require the assistance of the IT department.
- Dedicated computer workstation.
- Taxes.
AGENDA CAPTION:
Consider approval of Resolution 2018-88R, approving the award of a contract to Cobb, Fendley & Associates, Inc., for the provision of engineering services in connection with the Bishop Street Improvements Project in an amount not to exceed $357,209.50, contingent upon the engineer's provision of sufficient insurance; authorizing the City Manager or his designee to execute this agreement on behalf of the City; and declaring an effective date.

Meeting date: June 5, 2018

Department: Engineering and Capital Improvements

Amount & Source of Funding
Funds Required: $357,209.50
Account Number: C183
Funds Available: $680,000.00
Account Name: Bishop Street Improvements

Fiscal Note:

Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Stormwater
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☒ Environment & Resource Protection - Pro-active policies that encourage recycling, resource, and energy efficiency
☒ Land Use - Direct Growth, Compatible with Surrounding Uses
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☒ Transportation - Multimodal transportaion network to improve accessibility and mobility, minimize congestion and reduce pollution
Background Information:
The attached professional services agreement for $357,209.50 with Cobb Fendley & Associates (CF), will consist of providing a Preliminary Engineering Report (PER) & 30% Design Phase Services for the Bishop Street Improvements Project. The project scope includes stormwater, water and wastewater improvements along Belvin & S. Bishop to improve stormwater issues downstream along San Antonio Street. The scope also includes a sidewalk and full depth construction within the project limits.

The PER will evaluate four (4) alternative routes for the stormwater to outfall into Purgatory Creek. Once the stormwater route is approved and the final scope is determined, City staff will submit a change in service for City Council approval with Cobb Fendley & Associates to finish the design of the project.

Preliminary construction costs are estimated at $5-$6 million. The design will start in the summer of 2018 with construction expected to start in 2020.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends approval of this agreement.
RESOLUTION 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT TO COBB, FENDLEY & ASSOCIATES, INC., FOR THE PROVISION OF ENGINEERING SERVICES IN CONNECTION WITH THE BISHOP STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $357,209.50, CONTINGENT UPON THE ENGINEER’S PROVISION OF SUFFICIENT INSURANCE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a contract to Cobb, Fendley & Associates, Inc., for the provision of engineering services in connection with the Bishop Street Improvements Project, in an amount not to exceed $357,209.50, contingent upon the engineer’s provision of sufficient insurance is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
PROFESSIONAL FIRM FOR
ENGINEERING SERVICES

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

The Owner: The City of San Marcos, Texas

and


for

The Project: Bishop Street Improvements

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

Further;

The Owner and the Professional Firm agree as follows:

ARTICLE 1
PROFESSIONAL FIRM’S SERVICES

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

ARTICLE 2
PROFESSIONAL FIRM’S RESPONSIBILITIES

Professional Firm agrees to use Professional Firm's best efforts, skill, judgment, and abilities so as to perform Professional Firm's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Professional Firm shall at all times provide sufficient personnel to accomplish Professional Firm's Services in a timely manner. Professional Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Professional Firm’s obligations under this Agreement.
Professional Firm agrees to perform Professional Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

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

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

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

ARTICLE 3
THE OWNER'S RESPONSIBILITIES

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

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

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

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Firm's Services.
The Owner designates **Shaun Condor, P.E.**, as its representatives authorized to act in the Owner’s behalf with respect to the Project. The contact information for Owner’s representative is listed below:

**Name:** Shaun Condor, P.E.  
**Title:** Senior Project Engineer  
630 East Hopkins  
San Marcos, Texas 78666  
Ph. 512-393-8134  
**E-mail:** scondor@sanmarcostx.gov

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**ARTICLE 4**  
**OWNERSHIP AND USE OF DOCUMENTS**

The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Professional Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner’s use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm. If the Owner modifies and/or uses the documents for any reason other than their intended use, without Professional Firm’s authorization, the Professional Firm shall be released from any liability as a result of such action.

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**ARTICLE 5**  
**DISPUTE RESOLUTION**

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Professional Firm agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Professional Firm will share the mediator’s fees equally and the parties will bear
their own costs of participation such as fees for any consultants or attorneys they may utilize to represent
them or otherwise assist them in the mediation.

ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other
party fail substantially to perform in accordance with its terms through no fault of the terminating party and
such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the
Owner for any reason upon 15 days written notice to Professional Firm.

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

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

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

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

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

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

Independent Contractor. Professional Firm recognizes that Professional Firm is engaged as an
independent contractor and acknowledges that Owner shall have no responsibility to provide Professional
Firm or its employees with any benefits normally associated with employee status. Professional Firm will
neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.
Family Code Child Support Certification. If State funds are being used in the procurement of the services described in Exhibit A, pursuant to Section 231.006, Texas Family Code, Professional Firm certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Professional Firm hereby certifies that it is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. Professional Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Professional Firm understands that those Owner funds for the payment for work performed by the Professional Firm under this Agreement have been provided through the Owner’s budget approved by Owner Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Owner cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Professional Firm acknowledges and agrees that it will have no recourse against the Owner for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters; No Financial Interest. Professional Firm and its employees, agents, representatives, and subcontractors have read and understand Owner’s Ethics Policy available at http://www.sanmarcostx.gov/380/Ethics, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner’s Conflicts of Interest Policy, provisions described by Owner’s Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the
Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.

Mutual Waiver of Consequential Damages. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Texas Tax Code 171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:
(1) Prior to commencing performance under this Agreement, Professional Firm will provide the City with a list of proposed subconsultants, subcontractors, or agents to be used in Professional Firm’s services under this Agreement. The City shall have the right to accept or reject the use of any subconsultant, subcontractor, or agent on the Professional Firm’s list. Such acceptance or rejection shall be given within a commercially reasonable time from the date the Professional Firm delivers it. and;
(2) Any payment made by the Owner to Professional Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Professional Firm’s use of any such subconsultant, subcontractor or agent of Professional Firm under this Agreement.

Limitation of Liability. In recognition of the relative risks and benefits of the Agreement to both the Owner and Professional Firm, to the fullest extent permitted under applicable law, Owner agrees that Professional Firm's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the Professional Firm's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

Force Majeure. Professional Firm shall have no liability for any delay caused by an event of force majeure, the Owner or any of its consultant's or contractors, or circumstances outside of its reasonable control.

Termination for Convenience. The Owner may terminate the Agreement at any time upon 30-calendar days notice in writing to Professional Firm. Upon receipt of such notice, Professional Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Professional Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.
Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

If to Owner: The City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Attn: Capital Improvements/Engineering
scondor@sanmarcostx.gov

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

If to Professional Firm Lance Parisher, P.E.
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
lparisher@cobbfendley.com

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Changes in Service. If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization on Change in Services Form in Exhibit 2 to do so. The Authorization on Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

**ARTICLE 8**

**REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to Compensation for Professional Firm’s Services and include actual and reasonable expenses incurred by the Professional Firm, that are (i) outside the services listed in Exhibit 1; and (ii) solely and directly in connection with the performance of Professional Firm’s Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

- Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

- Fees paid for securing approval of authorities having jurisdiction over the Project.

- Professional models and renderings if requested by the Owner.

- Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Professional Firm.
Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Professional Firm.

ARTICLE 9
ADDITIONAL SERVICES

Additional Services are services not included in the Professional Firm’s Services and not reasonably inferable from Professional Firm’s Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Professional Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10
PAYMENTS TO PROFESSIONAL FIRM

Professional Firm shall present monthly Applications for Payment to the Owner detailing the Professional Firm’s Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Professional Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Professional Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Professional Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of Professional Firm to perform its obligations under this Agreement.
ARTICLE 11
PROFESSIONAL FIRM’S ACCOUNTING RECORDS

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

ARTICLE 12
INSURANCE

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

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

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

ARTICLE 13
INDEMNITY

Professional Firm shall hold Owner, The City of San Marcos, and its City Council, officers, and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner, and its City Council, officers, employees and customers against any damage or claim of any type arising to the extent caused by the negligent acts or omission of Professional Firm, its employees, agents and/or assigns.
ARTICLE 14
PROFESSIONAL FIRM'S COMPENSATION

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

Service Fees: The maximum fee for Professional Firm’s Services shall not exceed Three Hundred Fifty Seven Thousand Two Hundred Nine Dollars and Fifty Cents (S357,209.50).

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and Exhibit 3), Professional Firm shall be compensated for the actual expense incurred by Professional Firm. Notwithstanding the foregoing, Owner’s payment to Professional Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services: The Professional Firm’s Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

The Owner and Professional Firm have entered into this Agreement as of the Effective Date.

OWNER: THE CITY OF SAN MARCOS

By: ____________________________ Name: _______ Bert Lumbreras ____________
Title: City Manager __________________ Date: ____________________________

PROFESSIONAL FIRM: COBB, FENDLEY & ASSOCIATES, INC.

By: ____________________________ Name: ___ Dan Warth, P.E. ____________
Title: ____________Vice President ____________ Date: __05/04/18__

Exhibits:
EXHIBIT 1 – Scope of Services and Deliverables
EXHIBIT 2 – Authorization of Change in Service Form
EXHIBIT 3 – Detailed Fee Schedule
EXHIBIT 4 – Project Schedule
EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES
Project Understanding

The work to be performed by CobbFendley & Associates (CF) under this contract will consist of providing Preliminary Engineering Report & 30% Design Phase Services. Per direction by the City of San Marcos, 60%, 90%, & 100% Documents and Bid and Construction Phase Services will be negotiated after the PER submittal and during the 30% phase for the Bishop Street Project. The project consists of the following improvements:

- 2D Storm Analysis of the project area and drainage area
- Analysis and Design of approximately 2,700 linear feet of a storm drainage system.
- Preparation of Preliminary Engineering Report
- 1 Public Meeting
- Illumination Analysis of the Project Area
- Environmental Investigation, Survey, Geotechnical Borings and Report, and Utility Coordination
- Relocation and Design of approximately 2,700 linear feet of 8” & 12” water line, services, and appurtenance improvements at 30%
- Relocation and Design of approximately 2,700 linear feet of 8” wastewater line, services, and appurtenance improvements at 30%
- Streets and Sidewalk in the affected project area (at 30%):
  - ~350’ South Bishop Street
  - ~200’ San Antonio Street
  - ~900’ North Bishop Street
  - ~1,250’ Belvin Street

Refer to Exhibit 1 of this Scope of Services for the Project area and Alternative Considerations.

Basic Scope of Services

Preliminary Engineering Report

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

2. Meetings
   a. Project Coordination Meetings. Four meetings have been budgeted for this Preliminary Phase with the client
   b. Public Meeting: One project meeting has been budgeted for the Preliminary Engineering Phase.

3. Data Collection and Review
   a. Review Reports, studies, and drawings
   b. Site Visits
   c. Staff Coordination

4. Survey
   a. Topographic and Tree Survey: CF will prepare topographic and tree survey for the red boundary area, as shown in the attached exhibit (Exhibit A) provided by the City, for preparing Design Documents. CF will prepare an electronic map showing the following:
      i. ROUTE 1 - Topographic Survey of Belvin Street, N Bishop Street, W San Antonio Street & South Bishop Street
         - Full topography will be within the ROW limits and 5 feet outside of the following corridors; a) Belvin Street between N. Johnson Avenue and North Bishop Street, b) North Bishop Street between Belvin Street and S San Antonio Street, c) West San Antonio Street Between North Bishop Street
South Bishop Street between West San Antonio Street and the south end of South Bishop Street and out fall into Purgatory Creek and e) Veramendi Street 100 feet northwest of Belvin Street. CFA will prepare topographic and tree survey for the area described above and as indicated provided by the City, for preparing Design Documents. CFA will prepare an electronic map showing the following:

- 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).
- CF will set survey control monumentation (4 minimum) for construction purposes 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-C.4.
- 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.

ii. Purgatory Creek Ditch Cross-Sections:
   - Approximately 650 linear feet of ditch will be cross-sections, centered on the south end of South Bishop Street.
   - A total of 4 cross-sections will be collected, at approximately 200 feet spacing or as indicated by Engineer, prior to mobilization to site. CFA will record Natural ground, top of ditch, toe of ditch, flowline of ditch and other pertinent grade break features across the ditch.
   - The area to be surveyed is between approximately 50 feet upstream of Route 3 outfall and 50 feet downstream of Route 4 outfall.

iii. Locate and survey borings, channel material and geometry, and extra cross-sections at the request of the City. Locations of cross-sections will require pre-staking by the City or City’s Engineer prior to survey.

5. Geotechnical Engineering – See attached Arias Scope of Services dated February 8, 2018.
6. Environmental Services – See attached Cox Mcilain Scope of Services. The PER/30% phase includes the Preliminary section of their scope and hazardous materials search.
7. Offsite – 2D Drainage Modeling – this assumes that CF will perform 4 Route Alternatives for Cost/Benefit Comparison in the PER using XPSWMM 2D modeling. See attached Exhibit 1 for the routes based off current CoSM criteria: 25-year in the pipe and 100-year in the ROW. This task will be to perform the drainage impact analysis to determine the effects of improving the conveyance of the existing drainage channel northwest of Belvin Street. The impact analysis will determine existing condition flow rates, increased flows based upon change in conveyance, and verify no increase in water surface elevation will occur as a result of the improvements. The modeling efforts are defined as follows (these may overlap other scope items, but they are specific to the 2D modeling efforts):
   - Project Startup
     i. Collection, Review and Analysis of Existing Plans, H&H Data, Maps and Reports
     ii. Perform field visit
     iii. Meetings/Coordination with City of San Marcos and affiliated entities
   - Existing Condition Analysis
EXHIBIT 1 – Scope of Services and Deliverables

ATTACHMENT A

CITY OF SAN MARCOS

Bishop Street Improvements

SCOPE OF SERVICES – PER & 30% Plans

i. Analyze LiDAR Data to determine existing condition overland sheet flow patterns
ii. Identify and locate existing condition outfall locations and drainage systems
iii. Analyze existing terrain for overland flowpaths
iv. Determine Existing Condition drainage areas and create drainage area map
v. Perform existing condition hydrologic calculations (2, 5, 10, 25, 50, and 100-year rainfall events)
vi. Create existing condition 25- and 100-year XPSWMM 2D models utilizing recent obtained data
vii. Analyze conveyance capacity of existing condition channel and intersecting drainage infrastructure to determine existing HGL

c. Proposed Condition Analysis
   i. Revise Existing Condition drainage areas where necessary to create proposed drainage area map
   ii. Perform proposed condition hydrologic calculations (2, 5, 10, 25, 50, and 100-year rainfall events)
   iii. Perform comparison between existing and proposed condition hydrology to determine mitigation storage volume required
   iv. Revise existing condition models to create four (4) alternative proposed condition drainage systems to convey the 25yr storm and check 100 year for impacts
   v. Create dynamic models to verify flows and computed water surface elevations for complex drainage system alternatives and mitigation analysis
   vi. Determine/Locate potential areas for detention facilities (if necessary)
   vii. Compare results from recommended alternative to provided 2D regional models and update if necessary

d. Project Management
   i. Preliminary Drainage Study Report
   ii. Prepare Maps and Exhibits

e. QA/QC – Related to 2D Modeling:
   i. QA/QC Submittal
   ii. Address Comments

8. Onsite Hydrology and Hydraulics and LID – Assumes specific hydrology and hydraulic input can come from 2D modeling efforts to be used in the storm sewer design
   a. On-Site Hydrology Pre- & Post – Delineate street and local drainage areas, time of concentration, runoff coefficients, rainfall intensity, and runoff used in hydraulic analysis.
   b. On-Site Hydraulics Pre- & Post – Model Existing and Proposed storm sewer and infrastructure in the project area using XPSWMM.
   c. Update existing HEC-RAS with revised surveyed sections and revised flows for comparison between existing and proposed outflows. It is CobbFendley’s understanding that LAN is doing the Purgatory Creek modeling of this project.
   e. Drainage Report – Assimilate findings into a technical report


10. Determine Easement and Land Acquisition Requirements
    a. 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.

11. Determine Project Permitting/Design Requirements – to Accompany PER
    a. TxDOT, County ROW, Floodplain, TCEQ Transition Zone, TPWD, UPRR (if necessary), USACE, and USF&W
EXHIBIT 1 – Scope of Services and Deliverables
ATTACHMENT A
CITY OF SAN MARCOS
Bishop Street Improvements
SCOPE OF SERVICES – PER & 30% Plans

12. 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.

13. Deliverables
   a. Monthly Status Update- Assumes 6 months duration for draft PER
   b. One Public Meeting – CF will send two Engineers to assist the City of San Marcos with questions.
   c. Public Meeting Roll Plots & Exhibits
   d. Design Summary Report (DSR)
   e. Preliminary Engineering Report - Draft
   f. Preliminary Engineering Report – Final

30% Plans

Based on the recommended design and approval from San Marcos, CF will develop 30% Plans for the clients use and comment.

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

2. Meetings
   a. Project Coordination Meetings. Two meetings have been budgeted for this 30% Phase.

3. Development of Design Summary Report

4. 30% Plans – Anticipated Sheets and Numbers – The design sheets at 30% level are only plan view and existing ground profile that shows known existing utility crossings. the existing utilities will be schematic until further verified in the field. Profiles of proposed infrastructure will be shown at 60% and beyond. The Plan sheets shall be on 11x17 sheets at 1” =40’ H and 1” = 10’ Vertical.
   a. Cover Sheet – 1 Sheet
   b. General Notes – 2 Sheets
   c. Survey – 2 Sheets
   d. General Layout – 1 Sheet
   e. Water – 9 sheets
   f. Wastewater – 9 Sheets
   g. Drainage Area Maps, Offsite – 2 Sheets
   h. Drainage Area Maps, Onsite – 2 Sheets
   i. Storm Drainage Calcs – 1 Sheet
   j. Storm Drainage Plans – 9 Sheets
   k. Street Plans – 9 sheets

5. Utility Coordination
   g. The following tasks are included in the Utility Coordination budget:
      i. Project Management.
      ii. Develop Utility Contact List. CF establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
      iii. Initial Project Notification Letters. CF will prepare and mail written notification letters to all known Utility Owners within and adjacent to the project site. A CD will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).
      iv. 30% Conflict Assessment. CF will determine which utilities will conflict with roadway construction, City guidelines, or the TxDOT “Utility Accommodation Rules” (UAR) based on the 30% design plans and make the utility company aware of
these conflicts. We will be reviewing for direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at each of the design milestones and will be communicated with the Utility Owners and design team.

v. As-builts/Records Research. CF shall make contact with all known utility providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities. We will make a site visit for additional field verification.

vi. Existing Utility Layout. CF shall create an existing utility layout in the latest version of AutoCAD. This layout shall include all existing utilities which are to remain in place or be abandoned. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.

6. Construction Cost Estimate – with 25% Contingency

7. Deliverables
   a. Monthly Status Update- Assumes 2 months duration for 30% Plans
   b. 30% Plans
   c. Design Checklist – Per COSM Requirements

Supplemental Scope of Services (Survey):

a. Boundary Survey: At the request of the City, CF will prepare legal description and exhibits for up to 21 parcels determined by the City.

b. Research rights-of-way, gather maps and data relevant to Belvin Street, North Bishop Street, West San Antonio Street and South Bishop Street. Abstracting and deed research will be performed to obtain any additional subdivision plat, adjoiners and right-of-way deeds pertinent to the subject ROWs.

c. Perform on-the-ground field surveys to recover any additional property corners relevant to said Streets right-of-way and properties along Belvin Street.

d. 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 6, Condition II, to confirm the existing right-of-way information for Belvin Street, North Bishop Street, West San Antonio Street and South Bishop Street, along with all parcels affects along Belvin Street (Expected 21 total tracts.

e. 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 Hayes County Control Network, if applicable.

f. CF will prepare one Metes and Bounds Description and accompanying sketch for each parcel take along said Belvin Street. CF anticipates there will be a total of 21 parcel take descriptions and sketches.

g. A plat of survey will be prepared reflecting the results of the boundary survey information and will be available in hard copy and electronic form. This Plat will be the Sketch that accompanies each description.

h. Since this type of survey represents a title transfer, CF is required by law to monuments the parcel take limits. The fee for this portion of the project is included in the BASIC COMPENSATION.

i. The following surveyor’s certificate will be used on the survey drawing:

   THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND [FILL IN DATES OF ALL FIELD WORK], BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV, STANDARD LAND SURVEY.

Schedule

The following project milestones are estimated and may require modification pending preliminary engineering results and construction timeframe constraints:
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. Parcel access expected to be all landowners along Belvin Street, North Bishop Street, West San Antonio Street, South Bishop Street, the ditch running north and south between Belvin and West San Antonio, Parcel R43610, Parcel R111254, Parcel R136050 and Purgatory Creek.

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. During the PER phase, only the four drainage alternatives will be analyzed. Water, Wastewater, Streets, and other identified construction activities will be addressed in the 30% plans. Estimated construction costs will be included for these items during the PER, but no design will be submitted until 30% per direction from the City of San Marcos.

2. Performing Subsurface Utility Engineering.

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

4. Preparation of additional easement/ boundary exhibits.

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

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

7. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above.
8. Preparing applications and supporting documents for government grants, loans, or planning advances.

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

10. The scope of services doesn’t include meetings or attendance at City Council.

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

12. 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.

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

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

15. Dry utility design is not included in this contract other than those specified in the illumination/photometric analysis section.

16. 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.

17. 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 and SCS permitting is not required by the TCEQ.

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

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

20. Water Quality and LID services are only listed in the PER phase. They are not included in anything beyond the PER.

21. Final design plans beyond Preliminary and 30% level are not included in this scope of services and will be handled after this submittal.

22. This assumes that CobbFendley will share design information with LAN and Freese and Nichols for their input into their 2D models.

23. This proposal does not include any design of consulting services for structural engineering. If it is determined during the PER or 30% plans that structural engineering services are needed then it will be negotiated during the final design phase.
Exhibit 1 – Project Area of Study with Alternatives
EXHIBIT 1 – Scope of Services and Deliverables

Route 1

Route 3

30" RCP

Route 2 - only carry 25 yr event of existing creek....but lets see what it will take to carry the 100 year

Route 4

I was told this lot is no vacant
## EXHIBIT 1 – Scope of Services and Deliverables

### City of San Marcos - Bishop Street Improvements

#### Summary

<table>
<thead>
<tr>
<th>Route 1 - Main Topo</th>
<th>Hours</th>
<th>Cost</th>
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<th>Ditch Cross-Sections</th>
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<th>Boundary ROW-Takes</th>
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<td>$68,420.00</td>
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**GRAND TOTAL**

$120,140.00

Survey scope in this proposal includes Route 1 - Main Topo and Ditch Cross Sections as boxed in.
**EXHIBIT 1 – Scope of Services and Deliverables**

**City of San Marcos, Texas**
**Bishop Street Drainage**

### EXHIBIT 3 - UTILITY COORDINATION - FEE ESTIMATE

<table>
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<tr>
<th>Staff</th>
<th>Task Budget</th>
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<td>Senior Technician</td>
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### Design Phase (30/60/90/99/100%) 

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<td>1.2 Develop Utility Contact List</td>
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<td>1.3 Initial Project Notification Letter</td>
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<td>1.4 30% Conflict Assessment</td>
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<td>1.5 Project Kick-Off Meeting with all Utilities</td>
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<td>1.6 As-builts/Record Research</td>
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<td>1.7 Field Reconnaissance and Data Collection</td>
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<td>1.8 Existing Utility Layout</td>
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<td>1.9 Misc Expenses</td>
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<td>$300.00</td>
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**END BASIC SERVICES**
Subconsultant Scopes:

Geotechnical/CMT - Arias

Environmental – Cox McClain

LID/Water Quality – Crespo

Photometric/Illumination – American StructurePoint
Subconsultant Scopes:

Geotechnical – Arias

Supplemental: CMT Services
February 8, 2018  
Arias Project No. 2018-110  
VIA Email: lparisher@cobbfendley.com

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

RE: Proposal for Geotechnical Engineering Services  
Bishop Street Improvements  
San Marcos, Texas

Dear Mr. Parisher,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for Geotechnical Engineering Services for the above-referenced project. Our understanding of the project is based on the information provided by you. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements and proposed schedule.

**Project Information**

The project will consist of installation of approximately 2,700 linear feet of water line replacement, wastewater line replacement, drainage pipe installation, new box culvert installations, and full depth road reconstruction along Belvin Street and N Bishop Street in San Marcos, Texas. We anticipate that the utilities will be installed using open cut installation techniques. It is understood that the proposed utility installations will be on the order of 10 to 15 feet deep.

The alignment will extend along Belvin Street from N Johnson Ave to N Bishop St, then along N Bishop street to W San Antonio St. The alignment then continues southwest along W San Antonio St for 120 ft before continuing along S Bishop St for approximately 330 ft.

**Proposed Investigation**

Based on published geologic mapping and nearby experience, the site is likely underlain by Quaternary aged alluvial deposits consisting of clay, silt sand, and gravel. Due to nearby faulting, beneath the mapped alluvial deposits there may be chucks and limestone of the Austin Group or Edwards Formations and/or clays of the Del Rio and Eagle Ford Formations, which are also mapped.
in the vicinity of the project site. Based on our understanding of the project, we propose the following drilling scope.

<table>
<thead>
<tr>
<th>Borings</th>
<th>Boring depth, ft</th>
<th>No. of Borings</th>
<th>Drilling Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alignment</td>
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<td>3</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>20</td>
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<td>10</td>
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<tr>
<td></td>
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<td></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>80</strong></td>
</tr>
</tbody>
</table>

Alignment borings will be drilled in the existing roadway in areas clear of underground and overhead obstructions, and accessible to our truck mounted drilling equipment. Traffic control is planned.

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, notify one-call, 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. The boreholes will be backfilled with cuttings generated by drilling operations after completion of drilling, and capped with 2 feet of sackcrete and cold patch asphalt at the surface.

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, fines content (percent passing the No. 200 sieve), swell tests, sulfate contents, and corrosion testing. The actual laboratory program will depend upon the type of soils and rock encountered.

**Reporting**

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 program;
- Description of the laboratory testing program;
- 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 to groundwater, if encountered, and potential impact on construction;
• Utility bedding and backfill recommendations;
• Recommendations for culvert foundation design and construction including allowable bearing pressure, equivalent fluid pressures, and provisions for backfilling;
• Recommendations for design and construction of flexible pavements. Flexible pavement thickness design recommendations will include 2 to 3 pavement structure options, including a hot-mix base option, and will be based on agreed-upon traffic load information. We will use the TxDOT FPS-21 design procedure and check results using the 1993 AASHTO design methodology. We will perform a mechanistic (fatigue) check using FPS-21;
• Existing pavement sections, to the nearest tenth of an inch, where borings are drilled through pavement; and
• General comments regarding excavation conditions.

It should be noted that this investigation is not intended to serve as a Geotechnical Baseline Report.

**Proposed Fee**

We propose that the fee for the performance of the scope of work for this project as described in this proposal be **$10,365**. The work will be performed as outlined in the General Conditions included with this proposal. A Geotechnical Cost Breakdown is summarized in the following table.

<table>
<thead>
<tr>
<th>Scope Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization and Drilling (70 feet total drilling footage)</td>
<td>$3,225</td>
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<tr>
<td>Traffic Control (1.5-days) (Moving Lane Closure, Flag-man Operation)</td>
<td>$3,500</td>
</tr>
<tr>
<td>Laboratory Testing (soil classification, swell, corrosion)</td>
<td>$2,180</td>
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<tr>
<td>Engineering and Reporting</td>
<td>$1,460</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$10,365</strong></td>
</tr>
</tbody>
</table>
We will invoice on a monthly basis. We have assumed that the borings can be drilled during normal business hours (9 am to 4 pm), and that no site clearing or grading will be required to access the boring locations. Planned traffic control will include a lane closure with flag-man operation, signs and delimiters. An attenuator truck is not included.

**Schedule**

Upon receiving written authorization, and weather and site conditions permitting, we can perform our field investigation within 2 weeks. Drilling of the boreholes will take 1 day. Laboratory testing and reporting will take another 2 to 3 weeks. 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 drilling permits, obtaining Right of Entries 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**

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail or email to mfucinari@ariasinc.com. If the billing address is different, include that information as well.

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

Sincerely,

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

Michael C. Fucinari, P.E.
Geotechnical Project Engineer

Ruth E. Tobin, E.I.T.
Staff Geotechnical Engineer

Attachment

Exhibit A – Geotechnical Cost Estimate
General Conditions (20140214R1)
## Field Exploration

<table>
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<tr>
<th>Task</th>
<th>Item Description</th>
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<th>Unit Price</th>
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<td>Drilling and Sampling</td>
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## Laboratory Soil Testing

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## Engineering and Reporting

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Subconsultant Scopes:

Environmental – Cox McClain
EXHIBIT 1 – Scope of Services and Deliverables

ENVIRONMENTAL INVESTIGATIONS – SCOPE OF SERVICES
Bishop Street Drainage Improvements
For Cobb Fendley and Associates & the City of San Marcos

Project Understanding
Cox|McLain Environmental Consulting, Inc. (CMEC) understands that the City of San Marcos (City) is developing plans for drainage improvements primarily along Bishop Street. A preliminary Project Area is shown in the attached exhibit. CMEC understands that the improvements would ultimately discharge to Purgatory Creek, but that the outfall location is yet to be determined. The alignment may differ from the attached exhibit by following San Antonio Street northeast from Bishop Street and turning southeast across existing privately-held parcels toward Purgatory Creek. CMEC assumes that the ultimate alignment and outfall would lie in the general vicinity (± 0.10 miles) of the preliminary Project Area.

CMEC understands that the project would include the installation of new stormwater infrastructure, which would use Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Relief (CDBG-DR) funds, and that additional infrastructure improvements (e.g., street reconstruction, sidewalk, water infrastructure relocation) would use City funds. CMEC understands that most of the proposed improvements would take place in existing street rights-of-way, but that property acquisition may be required. Potential acquisitions include a proposed 10-foot expansion of the existing right-of-way along Belvin Street.

Environmental Services
CMEC will provide a Preliminary Environmental Constraints Review to inform the decision-making process with regard to the proposed outfall locations. Desktop resource review will be paired with a Regulatory Database Search for known hazardous materials sites in the vicinity of the Project Area. Findings will be presented in an Environmental Constraints Map and described in a brief Memorandum. The Memorandum will include categorizations of risk associated with each alternative. The Preliminary Environmental Constraints Review will not include field verification of desktop data.

CMEC assumes that the appropriate level of effort associated with the ultimate project’s environmental review would be an Environmental Assessment (EA) in accordance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities – Subpart E (Environmental Review Process: Environmental Assessments). Excluded services are listed below under Additional Clarifications and Exclusions. CMEC will provide the documentation necessary to complete the EA along with supporting mapping and documentation where necessary.

It is assumed that the No Build option will not meet the project’s purpose and need, and one Build Alternative will be assessed. CMEC will investigate the following primary topics with research and analysis:

- Cultural Resources
  - Archeologic and Historic Resources Coordination Letter to the THC
  - Archeological Resources Desktop Study
  - Historical Resource Survey and Report (adjacent to acquisitions/permanent easements)
- Water Resources, Wetlands, and Floodplains (no hydrologic analysis or modelling included)
- Threatened and Endangered Species Habitat Assessment
- Hazardous Materials Database Search and Analysis
- Socioeconomic/Environmental Justice
- HUD Noise Analysis (hand model to be completed according to HUD requirements)
- Airport Clear Zones/CZMA Proximity
- Draft language for EA Finding and RROF to support the City’s submittal

The EA will be prepared to comply with 24 CFR Part 50.4, 58.5, and 58.6 Laws and Authorities including statements with regard to these categories mentioned in the guidance:

- the National Historic Preservation Act of 1966 and other cultural resources regulations
- Floodplain Management
- Wetlands Protection
- Coastal Zone Management
- Sole Source Aquifers
- Endangered Species
- Wild and Scenic Rivers

CobbFendley, P.A.
Drainage Improvements Scope of Services
EXHIBIT 1 – Scope of Services and Deliverables

- Air Quality
- Farmland Protection
- Noise Control and Abatement
- Explosive and Flammable Operations
- Airport Hazards (Runway Clear Zones)
- Contamination and Toxic Substances (a Hazardous Materials Database Search will be conducted)
- Environmental Justice (Executive Order 12898)

Additional Clarifications and Exclusions
The National Historic Preservation Act of 1966 and other cultural resources regulations: A search of the Texas Archaeological Resources Laboratory (TARL) and Texas Historical Commission (THC) databases will be conducted to identify known resources in the project area. A THC coordination letter will be prepared to determine whether or not an archeological survey and/or construction-phase monitoring is recommended (no survey or monitoring is included in the current scope). The letter(s) will also be used to establish the APE for historic resource investigations; it is assumed that a Historic Resource Survey and report will be required for properties on Belvin Street, where land acquisition is proposed. Archeological field investigations such as survey, monitoring, testing, and data recovery excavations are not included in this scope but can be provided under additional scope and fee.

Endangered Species Act: A vegetation/habitat assessment would be conducted to determine whether or not proposed project activities would affect threatened/endangered species habitat. Coordination with the U.S. Fish and Wildlife Service would be required for any potential impacts to endangered species in accordance with the Endangered Species Act. The scope does not include Endangered Species Presence/Absence Surveys; Endangered Species Section 7 or Section 10(a) Formal Consultation and/or the preparation of a Biological Assessment, Habitat Conservation Plan, or assistance with a Biological Opinion.

Noise: According to HUD regulations (24 CFR Part 51 Subpart B, Noise Abatement and Control), HUD’s goal is that exterior noise levels not exceed 55 dB. For the purposes of meeting this goal, noise levels not exceeding a day-night average of 65 dB are considered acceptable. Noise levels over 65 dB may require special approvals, environmental review, and attenuation; noise levels below 65 dB do not require these. HUD’s manual determination of noise levels will be conducted (no on-site noise monitoring will be conducted).

Public Involvement: It is assumed that the City of San Marcos staff will handle any public notice of document availability for review or any public meeting requirements.

Other services not included, though available for additional scope and fee:
- Clean Water Act Section 404 permitting or direct coordination with USACE
- Noise barrier analysis
- Air quality modeling
- Geologic Assessment or other Aquifer Protection Plan development per TCEQ requirements
- Expert witness services
- Mitigation planning
- Construction phase monitoring or services
- Phase 1, Phase 2, or Phase 3 Environmental Site Assessment for Hazardous Materials
- Environmental Documentation per TxDOT requirements.

Deliverables
CMEC will provide a Preliminary Environmental Constraints Map and Memo that provides a comparison of alignment alternatives for a cost not to exceed $6,486.00, as detailed in Exhibit A.

CMEC will provide the information necessary to complete the EA for a HUD project along with supporting mapping and documentation for a cost, not to exceed $37,171.00, as detailed in Exhibit A.

All environmental services will be provided for a fee, not to exceed $43,657.00.

L. Ashley McLain, AICP, Principal
Cox|McLain Environmental Consulting, Inc.
## PROPOSED FEE SCHEDULE

### EXHIBIT A - FEE SCHEDULE

**Provider Name:** Cox|McLain Environmental Consulting, Inc.

**Project:** CobbFendley - Bishop Street Drainage Improvements

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<th>SCIENTIST I</th>
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<th>II</th>
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<th>I</th>
<th>CLERICAL</th>
<th>&amp; COSTS</th>
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### OTHER DIRECT EXPENSES (PHASE 1 ONLY)

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### SUMMARY

**TOTAL PHASE 1 & 2**

- **EA Labor:** $36,064.00
- **EA Non-Labor:** $1,107.00
- **SUBTOTAL EA:** $37,171.00
- **SUBTOTAL CONSTRAINTS REVIEW:** $6,486.00
- **TOTAL:** $43,657.00

---

Areas boxed in are for 30% for Environmental
Subconsultant Scopes:

LID/Water Quality – Crespo
Dear Lance,

Crespo Consulting Services, Inc. (Crespo) is pleased to provide this proposal to Cobb Fendley for performing environmental engineering services for the above-mentioned project.

Crespo will provide technical and engineering services to Cobb Fendley associated with the Bishop Street Project. The overall project consists of storm drain improvements, water and wastewater upsizing, and full depth pavement reconstruction, as well as sidewalks. The aim of the project is to provide improved flow patterns and local flooding relief in the area. Crespo will aid to incorporating green infrastructure and low-impact design as part of the overall drainage system where feasible for the PER phase of this project.

SCOPE OF WORK

Crespo proposes to perform engineering services for several tasks. The proposed tasks include:

Task 1 – Preliminary Engineering
Task 2 – PER Report Sections
Task 3 – Project Management

Crespo’s work on these tasks is only related to the green infrastructure and low-impact drainage features.

Task 1 – Preliminary Engineering
Crespo will work with Cobb Fendley to identify Low Impact Development (LID)/green solutions that can be implemented in the project area. Crespo will coordinate with Cobb Fendley in order to gather proposed design elements needed to access potential locations of these green solutions. These includes proposed pipe alignments, surface and pipe elevations, sidewalk and bike lane locations, etc. Two (2) site walks will be necessary with at least one of them conducted with a Cobb Fendley representative.
Task 2 - PER Report Sections
Crespo will provide a write up that is to be included in the PER report for the project. It will describe the LID/green solutions that would be feasible within the project area for the proposed changes. A project map will also be included that depicts the proposed locations.

Task 3 - Project Management & Meetings
Crespo will perform project management activities associated with the project, including project meetings, invoicing, progress reports, team coordination, and quality control.

TO BE PROVIDED BY COBB FENDLEY
1. Preliminary alignments in CAD and GIS format during the PER
2. Any existing studies in the project area related to the project or environmental conditions

DELIVERABLES
1. PER report sections that summarizes the LID/green solutions analysis that was conducted on the project area
2. Project map with proposed locations of green solutions

SCHEDULE
Crespo will begin work on the project upon receiving the notice to proceed from Cobb Fendley. Cobb Fendley shall provide Crespo with an overall schedule of the project. For any partial deliverable from Crespo to Cobb Fendley, you should expect that at least 16 days will be needed by Crespo to perform the work once Crespo is provided the final information and/or direction.

EXCLUDED SERVICES
Work not related to the specific tasks or work outside the identified project area will be considered out-of-scope and should be contracted as additional services.

Coordination with Texas Parks and Wildlife, FEMA, Union Pacific, US Fish and Wildlife, USACE, and Federal Aviation Administration is not anticipated; therefore, this coordination is not included in this scope and budget.

This scope and budget does not include detailed investigations, field studies or monitoring for: air quality, noise, historic preservation, hazardous waste and wetland delineation.

A list of excluded services include: Construction plans, Erosion and Sedimentation Control Plans, Tree Protection Plans, Storm Water Pollution Prevention Plan (SW3P), professional geoscientist services, arborist services, any construction plan sheets, streambank stabilization designs and plans, preparation of a CLOMR or LOMR for FEMA, or public meetings/ hearings.
COST ESTIMATE

Crespo will perform this project on a time and materials basis for a total not-to-exceed-amount of $21,940.

Thank you for requesting these services and we look forward to working with you and the City of San Marcos again. Please call me if you have any questions or need additional information.

Sincerely,

L. Stephen Stecher, P.E.
President, Crespo Consulting Services, Inc.

Attachment
**EXHIBIT 1 – Scope of Services and Deliverables**

Cobb Fendley - Bishop Street Project  
Crespo Subconsultant Budget

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<td>$7,779</td>
</tr>
<tr>
<td>Task 4 - Project Management &amp; Meetings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,229</td>
<td>5</td>
<td>0</td>
<td>5</td>
<td>$3,234</td>
</tr>
<tr>
<td><strong>TOTAL HOURS</strong></td>
<td>40</td>
<td>78</td>
<td>8</td>
<td>68</td>
<td>194</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td>$7,449</td>
<td>$8,036</td>
<td>$915</td>
<td>$5,445</td>
<td>$21,845</td>
<td>$15</td>
<td>$80</td>
<td>$95</td>
<td>$21,940</td>
</tr>
</tbody>
</table>

2/7/2018
Subconsultant Scopes:

Photometric/Illumination – American StructurePoint

For reviewing and management purposes, the American StructurePoint scope of services was not detailed and separated out in the overall scope of services and fee, but was listed as an item to reference the following scope.
April 6, 2018

Ms. Julie Hastings, P.E. MBA
CobbFendley
505E. Huntland Drive, Suite 100
Austin, TX, 78752

Re: San Marcos Bishop Street

Dear Ms. Hastings,

American Structurepoint, Inc., is pleased to provide CobbFendley this proposed scope of services and fee estimate for professional Illumination plans in connection with the San Marcos Bishop Street Project. This proposal is based on information provided to us on January 31, 2018 and updated based on comments received on April 3, 2018.

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
Project Understanding

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

- General Description – storm drain improvements, water, wastewater upsizing, full depth pavement reconstruction, sidewalks, and lighting for approximately 2,600 linear feet of roadway construction along S Bishop Street, San Antonio Street, Bishop Street, and Belvin Drive. Pink line in graphic below shows limits of scoped items.

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

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. 60% through Final PS&E Design
3. Bid Phase Services
4. Construction Phase Services
### EXHIBIT 1 – Scope of Services and Deliverables

<table>
<thead>
<tr>
<th>Professional Service Description</th>
<th>Total Task Hours</th>
<th>Total Task Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Phase (30%)</td>
<td></td>
<td>$6,080</td>
</tr>
<tr>
<td>1. Project Management</td>
<td>1</td>
<td>$190.00</td>
</tr>
<tr>
<td>2. QC Review and Address QC Comments - 30%</td>
<td>2</td>
<td>$480.00</td>
</tr>
<tr>
<td>3. Project Accounting and Administration</td>
<td>3</td>
<td>$470.00</td>
</tr>
<tr>
<td>4. Project Meetings (includes site visit)</td>
<td>6</td>
<td>$990.00</td>
</tr>
<tr>
<td>5. Photometric Analysis (2D)</td>
<td>24</td>
<td>$3,120.00</td>
</tr>
<tr>
<td>6. Develop OPCC</td>
<td></td>
<td>$46.00</td>
</tr>
<tr>
<td>7. Preliminary Engineering Report Draft (Illumination write-up)</td>
<td>3</td>
<td>$380.00</td>
</tr>
<tr>
<td>8. Preliminary Engineering Report Final (Illumination write-up)</td>
<td>2</td>
<td>$180.00</td>
</tr>
</tbody>
</table>

**END BASIC SERVICES LABOR**

<table>
<thead>
<tr>
<th>Total Basic Service Hours:</th>
<th>43</th>
</tr>
</thead>
</table>

**Direct Expenses**

- Mileage ($0.58/mile)
  - 0 hours: $0
  - 0 hours: $0

**Total Direct Expenses**

- $46

**Total Fee Basic + Direct Expenses**

- $6,126

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

Payment to the ENGINEER will be made as follows:

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

Invoice and Time of Payment

Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Invoices shall be submitted monthly and paid within 30 days.
EXHIBIT 2

AUTHORIZATION OF CHANGE IN SERVICES
CITY OF SAN MARCOS, TEXAS

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

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

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

Contractor Name

By:____________________________   Date: _________________

______________________________
Printed Name, Title

Approved by:

City of San Marcos:

By:____________________________

_______________________________
Printed Name, Title

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

Account Number(s): ____________________, ____________________

Previous Changes in Service:

#_____; date; amount
#_____; date; amount
#_____; date; amount
EXHIBIT 3
DETAILED FEE SCHEDULE
## EXHIBIT 3 – Detailed Fee Schedule

**City of San Marcos, Texas**  
**Bishop Street Improvements**

### Professional Service Description

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task Hours</th>
<th>Total Task Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>2301.00</td>
<td>$261,377.00</td>
</tr>
<tr>
<td>PER Report - Draft</td>
<td>12.00</td>
<td>$1,940.00</td>
</tr>
<tr>
<td>Project Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$262,317.00</td>
</tr>
</tbody>
</table>

### Civil Subconsultants

<table>
<thead>
<tr>
<th>Description</th>
<th>Principal</th>
<th>Senior Hydrologist</th>
<th>Senior Project Engineer</th>
<th>Project Engineer II</th>
<th>Project Engineer I</th>
<th>Civil Engineer</th>
<th>Sub 1</th>
<th>Sub 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Size</td>
<td>$21,690.00</td>
<td>$6,126.00</td>
<td>$21,940.00</td>
<td>$7,186.00</td>
<td>$10,365.00</td>
<td>$35,360.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task Breakdown

- **Project Scope**: Bishop Street Improvements
- **Project Coordination Meetings**: 4
- **Data Collection and Review**: 0.00
- **Site Visits**: 8.00
- **Staff Coordination**: 20.00
- **Surveys**: 8.00
- **Geotechnical**: 4.00
- **Environmental**: 8.00
- **Office - 2D Drainage**: 0.00
- **Existing Conditions Analysis**: 158.00
- **Proposed Conditions Analysis**: 168.00
- **Project Management**: 88.00
- **CAD/CAM**: 30.00
- **On-site Hydrology and Hydraulics**: 1.00
- **Off-site Hydrology**: 24.44
- **Update Existing HEC-RAS Sections**: 57.05
- **Geographic Information - Change**: 12.00
- **Design Report**: 82.00
- **Survey**: 8.00
- **Storm Drainage Calcs**: 12.00
- **Design Summary Report**: 20.00
- **PER Report - Final**: 41.00
- **20% Plans**: $53,935.00
- **35% Plans**: $229,558.00

### Additional Notes

- **261,377.00**
- **Meetings**: 0.00
- **Proposed Fee and Design Task Breakdown Schedule Printed**: 4/27/2018

---

**Note**: The table entries include various fee breaks for different tasks and consultants, with total task costs and hours, along with notes on specific task hours and costs.
## EXHIBIT 3 – Detailed Fee Schedule

### City of San Marcos, Texas

**Bishop Street Improvements**

<table>
<thead>
<tr>
<th>Professional Service Description</th>
<th>Total Task Hours</th>
<th>Total Task Cost</th>
<th>Civil Subconsultants</th>
<th>Total Expense</th>
<th>Mileage</th>
<th>Printing 8.5x11</th>
<th>Printing Full Size</th>
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</thead>
<tbody>
<tr>
<td>END BASIC SERVICES</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Total Basic Service Hours</td>
<td>1,778.00</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Basic Services</td>
<td>$354,482.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$2,727.50</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Overall Total - Basic Services</td>
<td>$357,209.50</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Supplemental Services</td>
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<td></td>
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<td></td>
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<tr>
<td>END</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplemental Services</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Fee Basic + Supplemental Services</td>
<td>$357,209.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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3. Reimbursable Expenses - Reimbursable expenses including such things as expenses for plotting, reproduction of documents, auto travel mileage (current IRS approved mileage rate), delivery charges, long distance communications, freight, and state accessibility will be invoiced with appropriate backup documentation.

Invoice and Time of Payment:
Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Invoices shall be submitted monthly and paid within 30 days.
EXHIBIT 4
PROJECT SCHEDULE
<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preliminary Phase</td>
<td>379 days</td>
<td>Thu 10/4/19</td>
<td>Tue 8/19/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Scoping</td>
<td>112 days</td>
<td>Thu 7/16/19</td>
<td>Wed 7/19/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Verify access per concern</td>
<td>40 days</td>
<td>Thu 10/4/19</td>
<td>Wed 10/10/19</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Hold Initial Scoping Meeting</td>
<td>1 day</td>
<td>Mon 10/11/19</td>
<td>Mon 10/11/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Finalize Scope &amp; Budget</td>
<td>30 days</td>
<td>Tue 11/12/19</td>
<td>Wed 12/13/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Verify visas with visasist</td>
<td>21 days</td>
<td>Thu 12/17/19</td>
<td>Wed 1/17/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Professional Service Contract</td>
<td>165 days</td>
<td>Thu 12/12/19</td>
<td>Wed 8/12/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Notice to Vacate</td>
<td>110 days</td>
<td>Tue 1/12/20</td>
<td>Wed 4/12/20</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>Obtain Temporary Rights of Entry, if needed</td>
<td>160 days</td>
<td>Thu 12/12/19</td>
<td>Mon 1/12/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Prepare Waterfront Issues with Engineer</td>
<td>20 days</td>
<td>Thu 1/12/20</td>
<td>Wed 2/12/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Council (Typically Tuesday)</td>
<td>14 days</td>
<td>Thu 1/12/20</td>
<td>Wed 1/24/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Kick Off Meeting</td>
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<td>Wed 2/15/19</td>
<td>Wed 2/22/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Design Review</td>
<td>70 days</td>
<td>Thu 2/15/19</td>
<td>Thu 4/12/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>COSM Design</td>
<td>70 days</td>
<td>Wed 2/15/19</td>
<td>Thu 4/12/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Consultant prepare SOC</td>
<td>160 days</td>
<td>Wed 2/15/19</td>
<td>Thu 8/12/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>COSM Reviews PER</td>
<td>30 days</td>
<td>Mon 2/24/19</td>
<td>Tue 3/24/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Field Visit Meeting</td>
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<td>Wed 3/5/19</td>
<td>Wed 3/5/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Negotiate C-51</td>
<td>45 days</td>
<td>Wed 3/5/19</td>
<td>Sat 3/16/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Prepare Waterfront Issues with Engineer</td>
<td>18 days</td>
<td>Thu 3/12/19</td>
<td>Wed 3/20/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>City Council (Typically Thursday)</td>
<td>21 days</td>
<td>Thu 3/20/19</td>
<td>Wed 4/10/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Consultant Prepare Preliminary Layout (PARK) &amp; Finalize PER</td>
<td>60 days</td>
<td>Thu 6/24/19</td>
<td>Sun 7/15/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>COSM Review PER</td>
<td>30 days</td>
<td>Wed 6/27/19</td>
<td>Mon 7/23/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>35% Review Meeting</td>
<td>1 day</td>
<td>Wed 6/27/19</td>
<td>Wed 6/28/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Consultant prepare LEC</td>
<td>30 days</td>
<td>Wed 6/27/19</td>
<td>Thu 7/22/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>COSM Reviews 60% Design</td>
<td>30 days</td>
<td>Wed 6/27/19</td>
<td>Thu 7/22/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>15% Review Meeting</td>
<td>1 day</td>
<td>Wed 7/22/19</td>
<td>Wed 7/23/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Consultant Prepare LEC</td>
<td>30 days</td>
<td>Wed 7/22/19</td>
<td>Thu 8/12/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>COSM Reviews 50% Design</td>
<td>30 days</td>
<td>Thu 1/23/20</td>
<td>Thu 2/23/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Consultant Prepare LEC</td>
<td>30 days</td>
<td>Thu 1/23/20</td>
<td>Thu 2/23/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>COSM Reviews 80% Design</td>
<td>7 days</td>
<td>Thu 2/20/20</td>
<td>Thu 2/27/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Meeting with Purchasing To Advertise</td>
<td>14 days</td>
<td>Thu 3/8/20</td>
<td>Thu 3/19/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Acquisitions</td>
<td>21 days</td>
<td>Thu 3/8/20</td>
<td>Thu 4/19/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Licenses agreements</td>
<td>17 days</td>
<td>Thu 3/8/20</td>
<td>Thu 3/25/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Prepare License Agreement Exhibit</td>
<td>21 days</td>
<td>Thu 3/8/20</td>
<td>Thu 4/19/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Inquire otheructor</td>
<td>14 days</td>
<td>Thu 3/8/20</td>
<td>Thu 3/24/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Negotiation with property owner</td>
<td>130 days</td>
<td>Thu 3/8/20</td>
<td>Thu 6/19/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Letter of Agreement, Call to action, etc, etc</td>
<td>1 day</td>
<td>Thu 3/8/20</td>
<td>Thu 3/9/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Schedule Call to action, etc, etc</td>
<td>1 day</td>
<td>Thu 3/8/20</td>
<td>Thu 3/9/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Easements/ROW Acquisitions</td>
<td>21 days</td>
<td>Thu 3/8/20</td>
<td>Thu 4/19/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Easements and ROW</td>
<td>21 days</td>
<td>Thu 3/8/20</td>
<td>Thu 4/19/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Phase Notes to upper</td>
<td>1 day</td>
<td>Thu 3/8/20</td>
<td>Thu 3/9/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Research on owner to acquire land for properly use</td>
<td>14 days</td>
<td>Thu 3/8/20</td>
<td>Thu 3/24/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Prepare Appraisal</td>
<td>50 days</td>
<td>Thu 3/8/20</td>
<td>Mon 4/20/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Review Appraisal/quotes to make offer</td>
<td>14 days</td>
<td>Thu 3/8/20</td>
<td>Mon 4/20/20</td>
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<tr>
<td>45</td>
<td>Inquire otheructor</td>
<td>14 days</td>
<td>Thu 3/8/20</td>
<td>Thu 3/24/20</td>
<td></td>
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<tr>
<td>46</td>
<td>Negotiation with owner, length of lease</td>
<td>120 days</td>
<td>Tue 5/3/19</td>
<td>Tue 7/15/19</td>
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<tr>
<td>47</td>
<td>Letter of Agreement, call to action, etc, etc</td>
<td>1 day</td>
<td>Tue 5/3/19</td>
<td>Tue 5/4/19</td>
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<tr>
<td>48</td>
<td>Final Call to action, etc, etc</td>
<td>7 days</td>
<td>Tue 5/3/19</td>
<td>Tue 5/10/19</td>
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<tr>
<td>49</td>
<td>Inquire call to action, etc, etc</td>
<td>14 days</td>
<td>Tue 5/3/19</td>
<td>Tue 5/17/19</td>
<td></td>
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<tr>
<td>50</td>
<td>Possession of Real Estate from Close</td>
<td>14 days</td>
<td>Wed 5/3/19</td>
<td>Wed 5/17/19</td>
<td></td>
<td></td>
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<tr>
<td>51</td>
<td>Certification Letter</td>
<td>14 days</td>
<td>Wed 5/3/19</td>
<td>Wed 5/17/19</td>
<td></td>
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<tr>
<td>52</td>
<td>Porens</td>
<td>447 days</td>
<td>Thu 5/29/19</td>
<td>Fri 9/20/19</td>
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<tr>
<td>53</td>
<td>Noise Mitigation/Overview</td>
<td>90 days</td>
<td>Thu 5/29/19</td>
<td>Thu 7/10/19</td>
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<tr>
<td>54</td>
<td>Cultural Conditions Analysis</td>
<td>60 days</td>
<td>Thu 5/29/19</td>
<td>Thu 8/10/19</td>
<td></td>
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<tr>
<td>55</td>
<td>1HC Hemisphere</td>
<td>70 days</td>
<td>Thu 5/29/19</td>
<td>Thu 7/26/19</td>
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<tr>
<td>56</td>
<td>C1G3</td>
<td>112 days</td>
<td>Wed 5/29/19</td>
<td>Mon 9/23/19</td>
<td></td>
<td></td>
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<tr>
<td>57</td>
<td>Inquire social &amp; environmental</td>
<td>30 days</td>
<td>Wed 5/29/19</td>
<td>Wed 6/29/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 4 – Project Schedule

- Get contract in place: Thu 1/24/19 to Fri 10/7/22
- Prebid Review: 75 days
- Prebid Nation Wide Permit: 91 days from Thu 4/5/19 to Wed 7/24/19
- Submit to USACE: 1 day
- Utilities Interface: 90 days from Thu 4/11/19 to Fri 3/28/20
- Permit Application: 29 days
- Set Up Meeting after PER: 30 days from Thu 4/11/19 to Fri 2/21/19
- Field Meeting the Plan: 1 day
- Set Up Meeting after 50% Plans: 30 days from Mon 1/13/20 to Fri 10/7/20
- Meet project owner’s staff: 1 day
- Utility Relocation: 475 days from Thu 4/15/19 to Fri 1/24/20
- LB Permit: 30 days
- Review Meeting (after 50%): 1 day
- Layout, Location: 7 days
- Minor Notification Requirement (120 Days): 120 days from Thu 3/14/20 to Fri 5/29/20
- Prime Piles: 355 days from Sun 8/25/19 to Thu 3/12/20
- SCE: 244 days
- Prebid Design (after 65% Plan): 30 days from Sun 8/25/19 to Mon 9/16/19
- Material Ordering: 90 days from Wed 4/24/19 to Thu 10/3/19
- Water Regeneration (Cap 50% minimum output): 1 day
- SCEU to Relocate Power Poles/Underground: 60 days from Wed 2/5/20 to Sat 4/25/20
- Utility Lines: 14 days
- Prebid Design: 30 days from Thu 3/13/20 to Fri 1/23/20
- Last contract in place: 14 days from Thu 2/20/20 to Fri 4/2/20
- Relocate Overhead: 30 days from Sat 3/21/20 to Sun 4/20/20
- Granite: 65 days from Mon 4/6/20 to Thu 7/9/20
- Prebid Design: 21 days from Mon 4/6/20 to Sun 4/26/20
- Last contract in place: 14 days from Fri 4/10/20 to Thu 5/7/20
- Relocate Overhead: 30 days from Sat 5/9/20 to Thu 6/25/20
- Time Warner: 65 days from Wed 9/18/20 to Fri 12/18/20
- Ramp Design: 21 days from Fri 11/13/20 to Thu 12/17/20
- Get contract in place: 14 days from Thu 12/17/20 to Fri 1/22/21
- Racecourse Ownership: 30 days from Wed 2/10/21 to Thu 3/11/21
- Center Point Gas: 153 days from Thu 3/12/20 to Wed 6/30/20
- Ramp Design: 21 days from Fri 11/13/20 to Thu 12/17/20
- Get contract in place: 14 days from Thu 12/17/20 to Fri 1/22/21
- Racecourse Ownership: 30 days from Wed 2/10/21 to Thu 3/11/21
- Utility Lines: 8 days from Wed 4/1/20 to Thu 4/9/20
- Advertisements (Must Start on a Sunday): 25 days from Mon 4/20/20 to Sun 5/17/20
- Street Opening: 45 days from Tue 4/28/20 to Thu 6/11/20
- Review Bills: 14 days from Wed 5/6/20 to Thu 5/21/20
- Inspection A&B: 40 days from Mon 5/18/20 to Thu 6/25/20
- Executive Contract: 21 days from Wed 6/18/20 to Fri 7/31/20
- PWP Construction (lakes elevation): 14 days from Wed 6/24/20 to Thu 7/8/20
- PWP Construction (lakes elevation): 14 days from Wed 6/24/20 to Thu 7/8/20
- Water NTP: 14 days from Wed 6/24/20 to Thu 7/8/20
- Construction Phase: 735 days from Thu 1/22/20 to Fri 6/25/20
- Commission: 735 days from Thu 1/22/20 to Fri 6/25/20
- Dewatering: 170 days from Thu 6/11/20 to Fri 9/9/20
- Dewatering: 170 days from Thu 6/11/20 to Fri 9/9/20
- Debris Phase: 150 days from Sat 6/27/20 to Mon 9/28/20
- Limiting Program waste stream: 110 days from Wed 9/30/20 to Wed 11/18/20
- Review Record Drawings: 30 days from Wed 11/4/20 to Fri 11/27/20
- Construction waste stream: 30 days from Wed 11/4/20 to Fri 11/27/20
- Final Invoice Construction: 30 days from Wed 11/4/20 to Fri 11/27/20
- Final Invoice Design: 30 days from Sun 2/23/20 to Mon 3/23/20

Project Schedule - Bishop SIm Impact Date: Fri 4/27/18

- Task: Rolled Up Task
- Critical Task: Rolled Up Critical Task
- Milestone: Rolled Up Milestone
- Summary: Rolled Up Progress
- Start: Start
- Duration: Duration
- Finish: Finish
- Predecessors: Predecessors
- Resources: Resources
- Milestone: Milestone
Bishop Street Improvements

Project Limits
AGENDA CAPTION:
Consider approval of Resolution 2018-89R, approving the award of a contract to RPS for the provision of professional services in connection with the Staples Road Water Line Project in an amount not to exceed $185,584.40, contingent upon the engineer’s provision of sufficient insurance in accordance with the attached agreement; authorizing the City Manager or his designee to execute this agreement on behalf of the City; and declaring an effective date.

Meeting date: June 5, 2018

Department: Engineering and Capital Improvements

Amount & Source of Funding
Funds Required: $185,584.80
Account Number: C430, C583
Funds Available: $500,000.00, $19,245.28
Account Name: Staples Rd 12” Water Line, Transportation Oversize

Fiscal Note:

Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
N/A
Choose an item.

Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☒ Land Use - Direct Growth, Compatible with Surrounding Uses
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Background Information:
Hays County approached the City about a safety improvements project along Staples Road (FM 621) from De Zavala to Old Bastrop Highway. The County has received federal funding through CAMPO for the construction of their safety improvements. City staff reviewed the project limits for conflicts and identified 7,200 feet of 12” water main that is identified in the City’s Capital Improvements Plan. City Staff met with County Staff and both parties agreed to build the water main with the County project. In addition, the City will pay for the design of turn lanes at De Zavala & Staples as well as a sidewalk along Staples between De Zavala and Hilltop Drive; which are inside the City Limits. The construction of the turn lanes and sidewalk will be paid for by the federal funding received through the County.

The City will hire the same design firm being used by the County and they will design the water main concurrently with the road project. The County will construct the water main with the road widening project. In the future, staff will submit an interlocal agreement for Council review which will allow the joint-construction work to occur.

City staff will adjust the 2019 CIP to account for this project moving up on the schedule.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends approval of this agreement.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT TO RPS FOR THE PROVISION OF PROFESSIONAL SERVICES IN CONNECTION WITH THE STAPLES ROAD WATER LINE PROJECT IN AN AMOUNT NOT TO EXCEED $185,584.40, CONTINGENT UPON THE ENGINEER’S PROVISION OF SUFFICIENT INSURANCE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a contract to RPS for the provision of professional services in connection with the Staples Road Water Line Project in an amount not to exceed $185,584.40, contingent upon the engineer’s provision of sufficient insurance is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
PROFESSIONAL FIRM FOR
ENGINEERING SERVICES

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

The Owner: The City of San Marcos, Texas

and

The Professional Firm: RPS Infrastructure, Inc.

for

The Project: Staples Road Waterline

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

Further;

The Owner and the Professional Firm agree as follows:

ARTICLE 1
PROFESSIONAL FIRM’S SERVICES

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

ARTICLE 2
PROFESSIONAL FIRM’S RESPONSIBILITIES

Professional Firm agrees to use Professional Firm's best efforts, skill, judgment, and abilities so as to perform Professional Firm's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Professional Firm shall at all times provide sufficient personnel to accomplish Professional Firm's Services in a timely manner. Professional Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Professional Firm’s obligations under this Agreement.
Professional Firm agrees to perform Professional Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

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

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

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

ARTICLE 3
THE OWNER'S RESPONSIBILITIES

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

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

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

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Firm's Services.
The Owner designates **Shaun Condor, P.E.**, as its representatives authorized to act in the Owner’s behalf with respect to the Project. The contact information for Owner’s representative is listed below:

**Name:** Shaun Condor, P.E.
**Title:** Senior Project Engineer
630 East Hopkins
San Marcos, Texas 78666
Ph. 512-393-8134
**E-mail:** scondor@sanmarcostx.gov

**ARTICLE 4**
OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Professional Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner’s use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm.

**ARTICLE 5**
DISPUTE RESOLUTION

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Professional Firm agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Professional Firm will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Professional Firm.

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Professional Firm hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. Professional Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Professional Firm understands that those Owner funds for the payment for work performed by the Professional Firm under this Agreement have been provided through the Owner’s budget approved by Owner Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Owner cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Professional Firm acknowledges and agrees that it will have no recourse against the Owner for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters; No Financial Interest. Professional Firm and its employees, agents, representatives, and subcontractors have read and understand Owner’s Ethics Policy available at http://www.sanmarcostx.gov/380/Ethics, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner’s Conflicts of Interest Policy, provisions described by Owner’s Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.
Mutual Waiver of Consequential Damages. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Texas Tax Code 171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:

1. Prior to commencing performance under this Agreement, Professional Firm will provide the City with a list of proposed subconsultants, subcontractors, or agents to be used in Professional Firm’s services under this Agreement. The City shall have the right to accept or reject the use of any subconsultant, subcontractor, or agent on the Professional Firm’s list. Such acceptance or rejection shall be given within a commercially reasonable time from the date the Professional Firm delivers it. and;

2. Any payment made by the Owner to Professional Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Professional Firm’s use of any such subconsultant, subcontractor or agent of Professional Firm under this Agreement.

Limitation of Liability. In recognition of the relative risks and benefits of the Agreement to both the Owner and Professional Firm, to the fullest extent permitted under applicable law, Owner agrees that Professional Firm's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the Professional Firm's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

Force Majeure. Professional Firm shall have no liability for any delay caused by an event of force majeure, the Owner or any of its consultant's or contractors, or circumstances outside of its reasonable control.

Termination for Convenience. The Owner may terminate the Agreement at any time upon 30-calendar days notice in writing to Professional Firm. Upon receipt of such notice, Professional Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Professional Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:
The parties may designate alternative persons or addresses for receipt of notices by written notice.

**Changes in Service.** If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization on Change in Services Form in Exhibit 2 to do so. The Authorization on Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

**ARTICLE 8**

**REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to Compensation for Professional Firm’s Services and include actual and reasonable expenses incurred by the Professional Firm, that are (i) outside the services listed in Exhibit 1; and (ii) solely and directly in connection with the performance of Professional Firm’s Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

- Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

- Fees paid for securing approval of authorities having jurisdiction over the Project.

- Professional models and renderings if requested by the Owner.

- Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Professional Firm.
Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Professional Firm.

**ARTICLE 9**

**ADDITIONAL SERVICES**

Additional Services are services not included in the Professional Firm’s Services and not reasonably inferable from Professional Firm’s Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Professional Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

**ARTICLE 10**

**PAYMENTS TO PROFESSIONAL FIRM**

Professional Firm shall present monthly Applications for Payment to the Owner detailing the Professional Firm’s Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Professional Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Professional Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Professional Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of Professional Firm to perform its obligations under this Agreement.
**ARTICLE 11**
**PROFESSIONAL FIRM'S ACCOUNTING RECORDS**

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

**ARTICLE 12**
**INSURANCE**

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Statutory Limits</th>
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<tbody>
<tr>
<td>Worker's Compensation</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 aggregate</td>
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<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 each occurrence</td>
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<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
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<td>Professional Liability</td>
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</tbody>
</table>

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

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

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

**ARTICLE 13**
**INDEMNITY**

Professional Firm shall hold Owner, The City of San Marcos, and its City Council, officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner, and its City Council, officers, agents and employees, customers, agents, successors and assigns against any damage or claim of any type arising to the extent caused by the negligent or intentional acts or omission of Professional Firm, its employees, agents and/or assigns.
ARTICLE 14
PROFESSIONAL FIRM’S COMPENSATION

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

Service Fees:  The maximum fee for Professional Firm’s Services shall not exceed **One Hundred Eighty-Five Thousand Five Hundred Eight Four Dollars and Eight Cents ($185,584.80).**

Reimbursable Expenses:  For Reimbursable Expenses approved by the Owner (ref. Article 8 and Exhibit 3), Professional Firm shall be compensated for the actual expense incurred by Professional Firm. Notwithstanding the foregoing, Owner’s payment to Professional Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services:  The Professional Firm’s Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

The Owner and Professional Firm have entered into this Agreement as of the Effective Date.

OWNER:

THE CITY OF SAN MARCOS

By: ____________________________________________
Name: _Bert Lumbreras________________
Title:  City Manager
Date: _________________________________________

PROFESSIONAL FIRM:

RPS INFRASTRUCTURE, INC.

By: ____________________________________________
Name:  John Friedman
Title:  Vice President
Date: _________________________________________

Exhibits:

EXHIBIT 1 – Scope of Services and Deliverables
EXHIBIT 2 – Authorization of Change in Service Form
EXHIBIT 3 – Detailed Fee Schedule
EXHIBIT 4 – Project Schedule
EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES
ATTACHMENT A

SCOPE OF WORK
PRELIMINARY ENGINEERING, DESIGN, BID, AND CONSTRUCTION PHASES

CITY OF SAN MARCOS
STAPLES ROAD WATERLINE – UTILITY IMPROVEMENTS

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

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

PHASE 1 - Preliminary Engineering Phase (30%)
Engineer will provide the following services during the Preliminary Engineering Phase (30%) of the Project.

Task 1 – Project Management
Engineer will coordinate with City staff during the Preliminary Engineering Phase of project development. We will coordinate with the City for the proper processing of monthly invoices to cover work completed as of the billing period. Additionally, we will provide monthly status reports which will summarize work completed, list the work scheduled to be completed for the upcoming month, and identify any outstanding issues or decisions that must be resolved by the project team.

Task 2 – Project Meetings
Engineer will attend one (1) meeting during the Preliminary Engineering Phase of the project to review and address comments associated with the 30% deliverables.

Task 3 – Data Collection / Review
Engineer will collect records, provide research, compile and review available reports, studies, as-built information and City GIS data associated with the existing infrastructure along the project corridor beyond the limits of the County FM 621 Roadway Improvements. Additionally, Engineer
ATTACHMENT A

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

Task 4 – Design Survey
Surveyor will provide property records research, vertical and horizontal control, boundary, field topographic, and tree survey information for base mapping beyond the limits of the County FM 621 Roadway Improvements. Legal descriptions with graphic exhibits for right-of-way acquisition, waterline easements, and temporary construction easements as described in the attached proposal from Chaparral Professional Land Surveying, Inc.

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

Task 5 – 30% Design Drawings
The preliminary (30%) drawings will include design for a new 6-ft sidewalk along the south ROW between De Zavala Drive and Hilltop Drive, and a new left turn lane on Staples Road at De Zavala Drive. The 30% plans will show the proposed sidewalk and turn lane in plan view only. These improvements will be designed within the plan sheets developed for the County FM 621 Roadway Improvements. The existing ground surface may be provided in profile at this stage. The Engineer will also evaluate preliminary cross-sections to determine whether adequate easements and/or ROW is available to accommodate the improvements. Utility design for the waterline improvements will be included in the 60% Design Phase.

Task 6 – Easement and Land Acquisition
ROW Acquisition task leader will identify, research, contact and coordinate with landowners where easements are being obtained for the waterline construction beyond the roadway acquisition services being provided for the County FM 621 Roadway Improvements. Right of Entries, Title verification, Real Estate Appraisals and Negotiation services shall be coordinated or managed as described in the attached proposal from Stateside Right of Way Services, Inc.

The Engineer will review parcel plats, metes and bounds and ROW acquisition documentation necessary for the acquisition of 2 parcels needed to construct the proposed waterline. The Engineer will submit the final documents for review and coordinate with City staff on questions related to the deliverables.
Task 7 – Permitting Support
The Engineer will coordinate permit requirements with the City. (See Exclusions below)

Task 8 – Utility Coordination
The Engineer will identify utility providers, schedule and conduct utility coordination meetings, document potential utility conflicts, prepare meeting minutes, and forward 30% plans in electronic format and meeting minutes from utility coordination meetings to all attendees, utility providers, stakeholders, and the City for areas beyond the County FM 621 Roadway Improvements.

Task 9 – Preliminary Construction Cost Estimate
Based on the Preliminary Engineering Design (30%), the Engineer will tabulate project quantities and obtain unit cost pricing based on TxDOT average unit costs for recently bid projects to determine the Engineer’s Opinion of Probable Construction Cost and the Preliminary Construction Cost Estimate. The turn lane and sidewalk improvements will be designed in accordance with TxDOT specifications. Estimated quantities and utility construction cost for the waterline improvements will be included in the 60% Design Phase.

Task 10 – Quality Assurance / Quality Control
The Engineer will provide internal Quality Control review of all work products. Reviews will be conducted for the 30% Preliminary Drawings, Construction Cost Estimate, Survey Deliverables, Easement and Land Acquisition estimated cost per square foot for the Exhibits developed for right-of-way and easement acquisition and related deliverables.

PHASE 2 - Design Phase
Engineer will provide the following services during the Final (60% / 90% / 99% & 100%) Design Phase of the Project.

Task 11 – Project Management & Meetings
Engineer will provide monthly status reports and invoices to cover work completed as of the billing period. The status report will summarize work completed, list the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by the project team. One (1) public meeting will be attended by two (2) representatives from our office to present the proposed waterline improvements prior to beginning construction. We assume that the City will coordinate the time and location for these meetings. The Engineer will provide two (2) color project layout exhibits for use during the public meeting. Additionally,
ATTACHMENT A

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

Task 12 – Final Design Drawings (60%, 90%, 99%, and 100% Construction Documents)
The Engineer shall develop plans to construct the proposed waterline in accordance with the criteria in the City of San Marcos Standard Design Criteria manuals. The sidewalk improvements will be designed in accordance with TxDOT criteria and specifications. Variance requests and associated reasoning will be prepared and submitted by the Engineer as necessary.

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

The following is a description of major items included in the construction documents at specific milestone submittals:

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

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

property identification number, the deed volume and page number, and street address as well as the names of all property owners;

g. Proposed right-of-way lines, proposed permanent and temporary easement lines. Right-of-way and/or easements shall be sufficient to encompass all improvements;

h. Location (plan and profile) of all known existing utilities based on record information and field survey. Show in profile view all parallel utilities that are within six feet of the proposed work. 9

i. Preliminary location of construction work areas showing which existing features may be impacted by construction (fences, trees, sheds, etc.) and identifying the party responsible for removal and/or re-establishment;

j. Erosion/Sedimentation and Tree protection plan, notes, and details (to be shown on the County FM 621 Roadway Improvement drawings): The Engineer shall design and specify erosion control measures which minimize erosion and off-site sedimentation during construction of the Project;

k. List of Standard Details – COSM and TxDOT

l. List of Standard Specifications

m. Project Specific / Special Specifications and Details;

n. Updated Engineer’s Opinion of Probable Construction Cost, with a 15% contingency;

o. Construction Schedule identifying construction duration.


90% Submittal

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

a. Comments addressed from the 60% submittal;

b. Details sufficient for the construction of the proposed waterline;

c. Details sufficient for construction of the new sidewalk;

d. Quantities for each plan sheet;

e. Updated Preliminary Construction Cost, with 10% contingency;

f. Index of Standard Specifications and Special Specifications;

g. Modification to any City of Austin Specifications used in the design;

h. City of San Marcos project specific Specifications and Special Specifications;
ATTACHMENT A

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

99% Submittal
In addition to the information provided in the 60% and 90% plan submittals, the 100% submittal shall provide, at a minimum, the following:
   a. Final Quantities for each plan sheet;
   b. Final Preliminary Plans addressing all previous comments;
   c. Final Engineer’s Construction Cost Estimate, with no contingency;
   d. Final Construction Schedule identifying construction duration.
   e. Final Standard and Specific / Special Specification
   f. Quality Assurance / Quality Control for all deliverables.

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

Task 13 – Prepare Technical Specifications and Bid Form
Engineer will prepare and include the technical specifications, special provisions, bid items associated with the waterline, sidewalk and turn lane and include them into the County FM 621 Roadway Improvements Project Manual.

Task 14 – Project Permitting Investigation
The Engineer will investigate permitting requirements with TxDOT for design and construction of the waterline, sidewalk and turn lane beyond the limits of the County FM 621 Roadway Improvement project within TxDOT ROW. The Engineer will provide permitting documents and coordination for use in approval from TxDOT. All associated permit fees are the responsibility of the COSM. The project will be cleared environmentally through the County FM 621 Roadway Improvement project.

Task 15 – Quality Control
Engineer will provide internal Quality Assurance / Quality Control review of all work products. Reviews will be conducted for all deliverables. During these reviews, written comments and markups will be saved to the project files as backup and made available upon request. Following the Quality Control review of the project, a senior officer will review the submittal package before it is delivered to the City. This final look will make sure that the submittal package includes the items described in the scope of services and that the quality of that work is consistent with
ATTACHMENT A

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

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

Task 16 – Project Management
Engineer will provide monthly status reports and invoices to cover work completed as of the billing period. The status report will summarize work completed, list the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by the project team.

Task 17 – Attend Pre-Bid Conference
Engineer will attend pre-bid conference and be available to answer questions from interested parties. Specific questions may require written responses and issuance of addenda.

Task 18 – Respond to Contractor Questions / Issue Addenda
Engineer will respond to questions from prospective contractors and shall issue up to two (2) addenda as necessary to further explain or clarify the intent of the construction documents.

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

Task 19 – Project Management
Engineer will provide monthly status reports, review and approve Contractor invoices for work completed as of the billing period. The status report will summarize work completed, list the work scheduled to be completed for the upcoming weeks, and identify any outstanding issues or decisions that must be resolved by the Contractor, Engineer, the City’s representative and/or Utility representatives during the construction phase.

Task 20 – Attend Pre-Construction and Construction Meetings
The Engineer will attend the pre-construction meeting with the selected Contractor and City staff. This meeting is an opportunity to develop a good working relationship between the Contractor, Engineer, and City staff. This meeting will also answer questions and provide insight into the project that may add clarity to the construction drawings. During this meeting construction schedule and contract requirements may also be discussed.
ATTACHMENT A

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

**Task 21 – Review Shop Drawings**
Engineer will review Shop Drawings and other submittals associated with the waterline and sidewalk improvements provided by the Contractor in accordance with the Construction Contract Documents. The Engineer will provide review of up to six (6) shop drawings submitted by the Contractor.

**Task 22 – Respond to Requests for Information**
Engineer will provide responses to up to six (6) Requests for Information (RFI) submitted by the Contractor as necessary to clarify the intent of the waterline and sidewalk construction documents. Responses will be provided within 2 working days of receipt and logged for recordkeeping purposes.

**Task 23 – Assist with Change Orders**
Engineer will assist with preparing up to two (2) change orders to address changed conditions associated with the waterline and sidewalk design and construction.

**Task 24 – Periodic Site Visits**
The Engineer will attend two (2) site visits to respond to Contractor or City related requests and/or to review construction.

**Task 25 – Substantial Completion Walk-Through and Punch List**
The Engineer will assist the City and attend one (1) walk-through scheduled by the Contractor to develop a list of items that may not be substantially complete, construction that has deviated from the plans, or other actions which have not specifically followed the details, specifications, or special provisions included with the construction drawings.

**Task 26 – Record Drawings**
The Engineer will prepare record drawings from information provided by the Contractor and the City Inspector concerning changes made in the field. Engineer will provide 1 – 22” x 34” Draft Record Drawing Set to inspectors for review. Engineer will provide one (1) electronic (PDF) copy, one (1) electronic copy of the CAD files, one 22” x 34” set, and one 11” x 17” set of the Final Record Drawings.
ATTACHMENT A

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

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

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

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

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

- Associated permit fees are not included in the above Scope of Work.
- Geotechnical Services for design or construction phase services are not included in the above Scope of Work.
- No TDLR / RAS review fees are anticipated; estimated pedestrian costs are less than $50,000.
March 23, 2018

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

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

Dear Kevin:

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

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

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

SURVEYING

1. Horizontal and Vertical Control.

   Establish additional primary and secondary horizontal and vertical control. Horizontal control will be based on State plane coordinates, South Central Zone adjusted to surface using the TxDOT Hays County Combined Surface Adjustment Factor (1.00013). Horizontal control will be based on NAD 83 (CORS). Vertical
control will be based on NAVD 88 (Geoid 09 or Geoid 12). All control work will be established using GPS (static / RTK / VRS) and conventional methods.

2. Topographic and Improvement Survey

a. Perform a topographic survey including cross sections at 50-foot intervals within the proposed easement footprint (30 feet) and 20 feet beyond, for a total width of 50 feet.

b. Prepare a Digital Terrain Model (DTM). The DTM will contain all break lines such as: edge of pavement, curbs, retaining walls, centerline of roadway, apparent right-of-way, ditches, culverts, driveways, rip-rap, changes of slope or grade breaks and spot shot elevations as needed to ensure that the model represents the terrain and adequately maps existing features.

c. In addition to the DTM, the following will be performed to provide a 2D topographic mapping file:

- Submit locate requests and locate utilities identified by Texas811 (DigTess).

- Locate improvements within the survey area, including drive entrances, lane striping, x, y and z locations of accessible existing sanitary sewer and storm sewer lines, visible surface evidence of utilities, and signs (including text) within the project limits.

- Locate trees 8” diameter and larger. Critical root zones (tree circles) will be shown in accordance with COA standards, unless other local or specific standards are provided to us. Client understands that certain species of trees may be difficult to identify, particularly in winter months, and the client should consider retaining an arborist to confirm the identification of certain trees in critical areas.

Notes:

- No underground utility connections will be located or shown.
3. **EALEMENT DOCUMENTS**

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

   a. Recover the corner or angle point monuments pertinent to the proposed easement on the side line of each of the properties to be acquired.

   b. Utilizing the boundary surveys and the proposed waterline location provided by client, we will compute the boundaries of the easement parcels for each of the subject properties.

   c. Draft plats (exhibit drawings) for each of the easement parcels. The plats will be prepared on 8 1/2" x 11" pages at a scale not smaller than 1 inch equals 100 feet. A closure computation will be prepared for each of the plats.

   d. Prepare a metes and bounds description for each of the easement parcels. A closure computation will be prepared for each of the descriptions. Metes and bounds descriptions will indicate parent tract areas based on recorded information only.

   e. Plats, metes and bounds descriptions, and closure computations will be submitted to client for review. Upon the completion of review of all easement survey documents, Chaparral will make revisions as needed and address review comments. Corrected documents will be returned to client in final format.

   f. For each of the permanent easements, we will set easement corners using 1/2 inch rebar with yellow Chaparral caps stamped “Chaparral Boundary”. Corners will be placed at property line intersections with the new easement, and at P.C.’s, P.T.’s and angle points on new easement within each of the acquisition parcels.

   g. Provide a final strip map in digital format.

   **Notes:**

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

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

5. Deliverables

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

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

6. Additional Services

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

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

Qualifications and Assumptions

- Chaparral will perform research of adequate thoroughness to support the determination of the location of existing boundaries and, and will obtain subdivision plats or deeds of record for adjoining properties based upon current tax maps. Chaparral will not perform research to identify and obtain existing easement documents, except those shown on recorded subdivision plats.
- Sufficient Right-of-Way / boundary monumentation needed to control the survey is recoverable, and in good condition.
There are no encroachments, overlaps, gores or other issues affecting the Right-of-Way / boundary lines.

The client will assist, as needed, in securing permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Chainsaw or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees within the existing ROW for this purpose. This statement will be included in all ROE documents. For those properties, if any, that do not allow trimming, additional services may be required to complete the survey.

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

Sincerely,

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

1. Stateside will identify the subject property, verified by the City or its representatives.

2. Stateside will research and verify ownership of approved parcel independent of Title Co.

3. Stateside will send an introductory letter by Certified Mail Return Receipt Requested (CMRRR) to the landowner/s:
   a. Address as posted on tax documentation in the Hays County Tax Assessors Office.
   b. Additional addresses as deemed appropriate or requested by landowner/s or landowner/s representative
      i. Letter/s will include authorization for access (Right of Entry “ROE”) for agents
         of the County
         1. Stateside Agents
         2. City Staff
         3. Engineer and Surveyor/s (as provided by the City)
         4. Appraiser/s
      ii. Landowner Bill of Rights
      iii. Information About Brokerage Services
      iv. Acknowledgement of Receipt

4. Title verification
   a. Title Co. will provide a Title Commitment (will verify accuracy of Stateside’s
      inquisition concerning ownership; acts as a quality control check)
   b. Title Co. will provide copies of all documents on the following.
      i. Schedule A
      ii. Schedule B
      iii. Schedule C

5. Stateside will provide information to subcontractors for the following services:
   a. Title Co.
   b. Appraisal (Appraiser and/or Appraisal Co.)
   c. Appraisal Review (Unrelated Appraiser and/or Appraisal Co. to review appraisal report
      for accuracy)
   d. Surveyor (as provided by the City)

6. Stateside will send an initial offer letter by Certified Mail Return Receipt Requested (CMRRR)
   to the landowner/s:
   a. Address as posted on tax documentation in the Hays County Tax Assessors Office.
   b. Additional addresses as deemed appropriate or requested by landowner/s or landowner/s
      representative
      i. Letters to include:
         1. Offer Letter
         2. Appraisal Report
         3. Landowner Bill of Rights
         4. Information About Brokerage Services
         5. Memorandum Of Agreement
ATTACHMENT A-2

6. General Warranty Deed or Right of Way/Easement Agreement
   a. Survey attached
      i. Exhibit A – Metes and Bounds Description
      ii. Exhibit B – Plat depicting boundaries

7. Acknowledgement of Receipt

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

   7. Acknowledgement of Receipt

8. Appendices related to regulations of the above work

1.0 Real Estate Appraisal Service
   1.0.1 Stateside must select Appraisers from the list of TxDOT Certified Appraisers. The list can be accessed at:
   http://www.txdot.gov/business/opportunities/real-estate-appraisers.html

   1.0.2 Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the Stateside’s Project Manager in order to coordinate the Appraiser’s inspection with the staff and the property owner.

   1.0.2.1 Stateside shall prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property. The written contact documents must use acceptable TxDOT forms and the records of contact must be part of the parcel file.

   1.0.2.2 With the information from the Appraiser, Stateside shall secure written permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Stateside is unable to secure the necessary letter of permission from the property owner, a written waiver must be obtained from the City. The permission letters should be incorporated into the appraisal reports.

   1.0.3 The assignment for an initial and update appraisal are two separate and distinct
ATTACHMENT A-2

Stateside Right of Way Services, LLC. -3 of 6-  Staples Road Waterline

EXHIBIT 1 – Scope of Services and Deliverables

appraisal assignments.

1.0.4 For an initial appraisal assignment, the Appraiser shall prepare an appraisal report for each parcel to be acquired utilizing applicable TxDOT Forms. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

1.0.5 For an updated appraisal, the Appraiser shall prepare an updated appraisal report for each parcel to be acquired utilizing applicable TxDOT Forms. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practice.

1.0.6 As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.

1.0.7 All completed appraisals will be administratively reviewed and recommended for approval by the City.

1.0.8 Stateside coordinates with the Review Appraiser regarding revisions, comments, or additional information that may be required. The Review Appraiser will then coordinate with the Appraiser.

1.0.9 Beyond delivery of the appraisal assignments, the Appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony are separate from the initial and update assignment.

1.1 Real Estate Appraisal Review Service

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

The list can be accessed at: http://www.txdot.gov/business/opportunities/real-estate-appraisers.html

1.1.2 Review Appraiser shall review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with TxDOT policies and procedures and the Uniform Standards of Professional Appraisal Practice.

1.1.3 Review Appraiser will prepare and submit applicable TxDOT Forms for each appraisal review assignment to the Stateside Project Manager.

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

1.2 Negotiation Services

1.2.1 Stateside shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform the City of methods to cure title deficiencies. This includes analysis of access easements.

1.2.2 Secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as Abstractor’s Fees) these costs will be reimbursed to Stateside as a pass through against the authorized amount of the contract.

1.2.3 Stateside shall analyze appraisal and appraisal review reports and confirm the approved value prior to making offer for each parcel.

1.2.4 Stateside shall prepare and send the letter transmitting the Landowners’ Bill of Rights by Certified Mail – Return Receipt Requested (CMRRR).

1.2.5 Stateside shall issue Property Owner’s Survey to the property owner.

1.2.6 Stateside shall prepare all required forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)

1.2.7 Stateside must send the written offer, appraisal report and required brochures to each property owner or the property owner’s designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for auditing purposes.

1.2.8 Stateside shall respond to property owner inquiries verbally and in writing within two (2) business days.

1.2.9 Stateside shall prepare a separate negotiator contact report for each parcel, per contact.

1.2.10 The curative services necessary to provide a clear title to the City are the responsibility of Stateside and thus are part of Stateside’s fee for Negotiation Services and Condemnation Support Services.

1.2.10.1 Curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the City.
Incidental expenses not paid to the Title Company will be reimbursed as a pass through cost.

1.2.1 Stateside has direct contact with the Title Company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the Parcel Payment through the City.

1.2.12 All original documents generated or received by Stateside must be made part of the file, this includes copies or working file documents. Stateside will maintain parcel files of all documentation related to the purchase of the real property or property interests.

1.2.13 Stateside performs closing services in conjunction with the Title Company through the closings.

1.2.14 Stateside shall cause the recordation of all original instruments immediately after closing at the respective County Clerk’s Office. The actual cost of recording fees will be reimbursed as a pass through.

1.2.15 Stateside shall advise property owner of the Administrative Settlement process, assist them with the preparation of a counter offer package, and shall transmit to the City any written counter offer from property owners including, supporting documentation and written comments with regard to Administrative Settlements in accordance with TxDOT policy and procedures.

1.2.16 Stateside shall secure title insurance for all parcels acquired, insuring acceptable title to the City. Written approval by the City is required for any exception. There should not be any charges at this point, but if there are charges (such as Abstractor’s Fees) these costs will be reimbursed as a pass through.

1.2.17 Stateside shall prepare the final offer letter, and mail the documents of conveyance by CMRRR.

1.2.18 Stateside shall appear and provide Expert Witness testimony as required.
FEE SCHEDULE
Acquisition of Easement $ 5,500.00
Survey of Property or Easement Provided by RPS
Title Curative $ 1,000.00
Appraisal of Property $ 3,500.00
Waiver Valuation (If no Appraisal) $ 750.00
TOTAL $10,000.00

Milestone Payments:
The fees will be submitted on a milestone basis:

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

- Set up Fee Title/Closing 50%
  - Final Offer/Closing 40%
  - File Close out/Submit for ED 10%

Partial payments for services rendered shall be made monthly, based upon monthly statements submitted by the Consultant to the Client. Final payment for services authorized shall be due upon completion of services and the submission by the Consultant of a final invoice.
EXHIBIT 2

AUTHORIZATION OF CHANGE IN SERVICES
CITY OF SAN MARCOS, TEXAS

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

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

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

Contractor Name

By:____________________________   Date: _________________
______________________________
Printed Name, Title

Approved by:

City of San Marcos: Date: _________________

By:____________________________
______________________________
Printed Name, Title

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

Account Number(s):__________________________________, _______________________________________

Previous Changes in Service:
#_____; date; amount
#_____; date; amount
#_____; date; amount
<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>PRINCIPAL</th>
<th>SR. PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>ASSOC. ENG. (EIT)</th>
<th>DESIGNER</th>
<th>ADMIN/CLERICAL</th>
<th>TOTAL LABOR HRS. &amp; COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHASE 1 - PRELIMINARY ENGINEERING PHASE (30%)</td>
<td></td>
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<td>TASK 1: PROJECT MANAGEMENT</td>
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<td>3</td>
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<td>GENERAL PROJECT MANAGEMENT AND MONTHLY STATUS REPORTS (3 months)</td>
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<td>TASK 2: PROJECT MEETINGS</td>
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<td>7</td>
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<td>PROJECT MEETINGS (1)</td>
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<td>2</td>
<td>2</td>
<td>5</td>
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<td>MEETING NOTES (Gather, Organize, Create, and Distribute)</td>
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<td>TASK 3: DATA COLLECTION / REVIEW</td>
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<td>4</td>
<td>8</td>
<td>4</td>
<td>17</td>
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<tr>
<td>DATA COLLECTION / REVIEW (Including Records Request, Research, Compilation)</td>
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<tr>
<td>FIELD REVIEW (Confirm Previous Survey &amp; Lidar Data) (2 RPS Staff)</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>TASK 4: DESIGN SURVEY (BY OTHERS - SEE SUBCONSULTANT SCOPE &amp; FEE)</td>
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<tr>
<td>TASK 5: PRELIMINARY DESIGN DRAWINGS</td>
<td>1</td>
<td>2</td>
<td>6</td>
<td>12</td>
<td>12</td>
<td>4</td>
<td>37</td>
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<tr>
<td>PRELIMINARY DRAWINGS (30%) (*1&quot;=50' H 1&quot;=10' H) (Sidewalk/Turn Lane included on County Plans)</td>
<td></td>
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<tr>
<td>TASK 6: EASEMENT AND LAND ACQUISITION (BY OTHERS - SEE SUBCONSULTANT SCOPE &amp; FEE)</td>
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<tr>
<td>TASK 7: PERMITTING</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>4</td>
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</table>

**PHASE 2 - DESIGN PHASE (20%)**

**PHASE 3 - BIDDING PHASE (50%)**

**PHASE 4 - CONSTRUCTION PHASE**

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

**FEES SCHEDULE**

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

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

**PRIME PROVIDER NAME: RPS**

**PROJECT NAME:** City of San Marcos - Staples Road Waterline - Utility Improvements

**PROJECT LIMITS:** Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>PRINCIPAL</th>
<th>SR. PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>ASSOC. ENG. (EIT)</th>
<th>DESIGNER</th>
<th>ADMIN / CLERICAL</th>
<th>TOTAL LABOR HRS. &amp; COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1 - Preliminary Engineering Phase (30%) (Continued)</strong></td>
<td></td>
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<tr>
<td>Task 8: Utility Coordination</td>
<td></td>
<td></td>
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<tr>
<td>Identify Utility Providers</td>
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<td>4</td>
<td>5</td>
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<tr>
<td>Schedule and Conduct Utility Coordination Meetings (1 Meeting)</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td></td>
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<tr>
<td>Plan and Meeting Minute Submittals (2)</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>10</td>
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<tr>
<td>Task 9: Preliminary Construction Cost Estimate</td>
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<tr>
<td>Preliminary (30%) Engineer's Construction Cost Estimate</td>
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<td>2</td>
<td>1</td>
<td>4</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Task 10: Quality Assurance / Quality Control</td>
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<tr>
<td>Quality Control Review (Schematic and Plan &amp; Profile Submittals) (2)</td>
<td>2</td>
<td>2</td>
<td>2</td>
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**Hours subtotal**

<table>
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<tr>
<th></th>
<th>5</th>
<th>23</th>
<th>33</th>
<th>40</th>
<th>17</th>
<th>16</th>
<th>134</th>
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<tbody>
<tr>
<td>Subtotal labor costs</td>
<td>$1,375.00</td>
<td>$5,175.00</td>
<td>$5,280.00</td>
<td>$4,600.00</td>
<td>$2,125.00</td>
<td>$1,440.00</td>
<td>$19,995.00</td>
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<tr>
<td>per labor cost</td>
<td>$19,995.00</td>
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</table>

**Per Phase Direct Expenses**

<table>
<thead>
<tr>
<th>Item</th>
<th># of Units</th>
<th>Cost / Unit</th>
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<tbody>
<tr>
<td>Mileage (number x current state rate)</td>
<td>300</td>
<td>$0.535</td>
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<tr>
<td>Courier Services (Deliveries)</td>
<td>1</td>
<td>$50.00</td>
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<tr>
<td>Printing (8 1/2&quot; x 11&quot;)</td>
<td>100</td>
<td>$0.05</td>
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<tr>
<td>Printing (11&quot; x 17&quot;)</td>
<td>100</td>
<td>$0.15</td>
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</table>

**Total Per Phase Direct Expenses**

$230.50

**Other Additional Services (By Others - See Subconsultant Scope & Fee)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Base Cost</th>
<th>Markup (10%)</th>
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</thead>
<tbody>
<tr>
<td>Design Survey - Chaparral P.L.S., Inc.</td>
<td>$11,000.00</td>
<td>$1,100.00</td>
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<tr>
<td>Easement Acquisition - Stateside ROW</td>
<td>$10,000.00</td>
<td>$1,000.00</td>
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</tbody>
</table>

**Total Per Phase Subconsultant Expenses**

$23,100.00

**Per Phase Summary**

<table>
<thead>
<tr>
<th></th>
<th>Total Labor Costs</th>
<th>Total Subconsultant &amp; Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering Phase Total</td>
<td>$19,995.00</td>
<td>$23,330.00</td>
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</table>

**Preliminary Engineering Phase Total**

$43,325.50
PRIME PROVIDER NAME: RPS
PROJECT NAME: City of San Marcos - Staples Road Waterline - Utility Improvements
PROJECT LIMITS: Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

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

<table>
<thead>
<tr>
<th>PHASE 2 - DESIGN PHASE</th>
<th>TASK DESCRIPTION</th>
<th>PRINCIPAL</th>
<th>SR. PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>ASSOC. ENG. (EIT)</th>
<th>DESIGNER</th>
<th>ADMIN/CLERICAL</th>
<th>TOTAL LABOR HRS. &amp; COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK 11: PROJECT MANAGEMENT &amp; MEETINGS</td>
<td>GENERAL PROJECT MANAGEMENT AND MONTHLY STATUS REPORTS (6 months)</td>
<td>2</td>
<td>24</td>
<td>6</td>
<td>6</td>
<td>38</td>
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<tr>
<td></td>
<td>PROJECT MEETINGS (3)</td>
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<td>9</td>
<td>3</td>
<td>21</td>
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<td></td>
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<tr>
<td></td>
<td>PUBLIC MEETING EXHIBITS (2)</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PUBLIC MEETINGS (1 Public Meeting w/ one (2) RPS staff in attendance to discuss the new waterline)</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>MEETING NOTES (Gather, Organize, Create, and Distribute)</td>
<td>2</td>
<td>8</td>
<td>4</td>
<td>14</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

| TASK 12: FINAL DESIGN DRAWINGS (60%, 90%, 99%, and Final 100% Construction Documents) |
| 60% Design Submittal |
| PRELIMINARY PLANS (30%) COMMENTS (Address comments and markups) | 1 | 2 | 4 | 1 | 8 |
| DEVELOP PLANS & PROFILE DRAWINGS (Trunk line, valves, hydrants, connecting waterline locations) | 1 | 8 | 52 | 88 | 4 | 153 |
| COVER, INDEX, NOTES (2), SUMMARIES, STANDARD DETAIL SHEETS (6) | 1 | 6 | 18 | 36 | 6 | 67 |
| EROSION SEDIMENTATION CONTROL SHEETS, DETAILS (5) | 3 | 8 | 16 | 2 | 29 |
| REMOVAL PLANS INCLUDING LIMITS-OF-CONSTRUCTION AND DEFINITION OF FEATURES | 2 | 2 | 4 | 8 |
| STANDARD DETAILS, SPECIFICATIONS, SPECIAL PROV. LIST, DRAFT CONSTRUCTION SCHEDULE | 1 | 4 | 6 | 6 | 6 | 23 |
| OPINION OF PROBABLE COST FOR 60% SUBMITTAL (15% Contingency) | 1 | 2 | 8 | 8 | 19 |
| * Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables |

| 90% Design Submittal |
| PLAN REVIEW (60%) COMMENTS (Address comments and markups) | 2 | 4 | 6 | 8 | 2 | 22 |
| DEVELOP PLANS & PROFILE DRAWINGS | 1 | 6 | 32 | 32 | 4 | 75 |
| FINALIZE COVER, LAYOUT / INDEX, NOTES, SUMMARIES, STD DETAIL SHEETS | 4 | 8 | 24 | 2 | 38 |
| FINALIZE EROSION SEDIMENTATION CONTROL SHEETS, DETAILS | 2 | 8 | 10 | 2 | 22 |
| FINALIZE REMOVAL PLANS | 2 | 4 | 4 | 6 |
| FINALIZE STANDARD DETAILS, SPECIAL PROVISIONS, PRE-FINAL CONSTR SCHED | 2 | 4 | 8 | 12 | 6 | 32 |
| OPINION OF PROBABLE COST FOR 90% SUBMITTAL (10% Contingency) | 1 | 2 | 4 | 4 |
| * Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables |

| 99% Pre-Final Design Submittal |
| UPDATE QUANTITIES FOR EACH PLAN SHEET | 1 | 3 | 2 | 6 |
| ADDRESS ALL COMMENTS | 2 | 4 | 6 | 6 | 2 | 20 |
| UPDATED ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COST (5% Contingency) | 1 | 1 | 2 | 2 | 6 |
| UPDATED CONSTRUCTION SCHEDULE (Using updated quantities and identifying construction duration) | 2 | 2 |
| * Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables |

| 100% Final Design |
| FINAL COVER, LAYOUT / INDEX, NOTES (2), STD DETAIL SHEETS (6) | 1 | 4 | 2 | 7 |
| FINAL EDC DETAILS, EDC SHEETS (5) | 1 | 4 | 2 | 7 |
| FINAL EDIFS AND CLEANUP | 1 | 2 | 4 | 7 |
| FINAL SHEET REVIEW AND CORRECTIONS | 1 | 2 | 4 | 6 | 15 |
| FINAL CONSTRUCTION COST ESTIMATE (5% Contingency) | 1 | 2 | 2 | 1 | 6 |
| * Task 16 includes Quality Assurance / Quality Control for all Final Design Deliverables |
### ATTACHMENT B
#### FEE SCHEDULE
PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES

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

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

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>PRINCIPAL</th>
<th>SR. PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>ASSOC. ENG. (EIT)</th>
<th>DESIGNER</th>
<th>ADMIN/Clerical</th>
<th>TOTAL LABOR HRS. &amp; COSTS</th>
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</thead>
<tbody>
<tr>
<td><strong>TASK 13:</strong> PREPARE TECHNICAL SPECIFICATIONS AND BID FORM</td>
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<td>2</td>
<td>4</td>
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<td>12</td>
<td>34</td>
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<tr>
<td>(Included in County Project)</td>
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<td><strong>TASK 14:</strong> PROJECT PERMITTING INVESTIGATION AND PERMITTING</td>
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<td>1</td>
<td>4</td>
<td>4</td>
<td></td>
<td>9</td>
<td></td>
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<tr>
<td>COORDINATE W/ TXDOT ON REQUIRED DOCUMENTATION FOR IMPROVEMENTS IN TXDOT ROW</td>
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<tr>
<td><strong>TASK 15:</strong> QUALITY ASSURANCE / QUALITY CONTROL</td>
<td>16</td>
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<td>8</td>
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<td>44</td>
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<tr>
<td>QUALITY CONTROL REVIEW (60%, 90%, Pre-Final 99%, Final 100%, and Bid Document Submittals)</td>
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<tr>
<td>FINAL SENIOR MANAGER REVIEW (Internal RPS &quot;Final Look&quot;)</td>
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<tr>
<td><strong>HOURS SUB-TOTALS</strong></td>
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<td>80</td>
<td>245</td>
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<td><strong>CONTRACT RATE PER HOUR</strong></td>
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<td>$225.00</td>
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<td>$115.00</td>
<td>$125.00</td>
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<td>$102,110.00</td>
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<tr>
<td><strong>SUBTOTAL LABOR COSTS</strong></td>
<td>$1,650.00</td>
<td>$16,650.00</td>
<td>$12,800.00</td>
<td>$28,175.00</td>
<td>$36,625.00</td>
<td>$6,210.00</td>
<td>$102,110.00</td>
</tr>
</tbody>
</table>

#### LABOR COST
- $102,110.00

### DETAILED DESIGN PHASE DIRECT EXPENSES

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>COST / UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage (number x current state rate)</td>
<td>210</td>
</tr>
<tr>
<td>Courier Services (Deliveries)</td>
<td>1</td>
</tr>
<tr>
<td>Printing (8 1/2&quot; X 11&quot;)</td>
<td>500</td>
</tr>
<tr>
<td>Printing (11&quot; X 17&quot;)</td>
<td>300</td>
</tr>
<tr>
<td>Printing (22&quot; X 34&quot;)</td>
<td>50</td>
</tr>
<tr>
<td><strong>SUBTOTAL DETAILED DESIGN PHASE DIRECT EXPENSES</strong></td>
<td></td>
</tr>
</tbody>
</table>

### OTHER ADDITIONAL SERVICES (BY OTHERS - SEE SUBCONSULTANT SCOPE & FEE)

<table>
<thead>
<tr>
<th>BASE COST</th>
<th>MARKUP (10%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel, Meters &amp; Bounds - Chaparral P.L.S., Inc.</td>
<td>$9,500.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL PER PHASE SUBCONSULTANT EXPENSES</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### DETAILED DESIGN PHASE SUMMARY

- TOTAL LABOR COSTS: $102,110.00
- TOTAL SUBCONSULTANT & EXPENSES: $10,450.00

**DESIGN PHASE TOTAL:** $112,567.35

---

EXHIBIT 3 - Detailed Fee Schedule
### ATTACHMENT B

**FEESCHEDULE**

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

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

**PRIME PROVIDER NAME:** RPS

**PROJECT NAME:** City of San Marcos - Staples Road Waterline - Utility Improvements

**PROJECT LIMITS:** Staples Rd. - Hills of Hays Subdivision (south boundary) to Old Bastrop Hwy.

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>PRINCIPAL</th>
<th>SR. PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>ASSOC. ENG. (EIT)</th>
<th>DESIGNER</th>
<th>ADMIN/CLERICAL</th>
<th>TOTAL LABOR HRS. &amp; COSTS</th>
</tr>
</thead>
</table>

**BID PHASE**

**TASK 16: PROJECT MANAGEMENT**

- PROJECT MANAGEMENT (3 months)
  - 1 6 7

**TASK 17: ATTEND PRE-BID CONFERENCE**

- ATTEND PRE-BID CONFERENCE (2 Consultant Staff Members)
  - 4 4 2 10

**TASK 18: RESPOND TO CONTRACTOR QUESTIONS / ISSUE ADDENDA**

- RESPOND TO QUESTIONS / ISSUE ADDENDA (2 MAX UNLESS DESIGN ISSUE)
  - 6 6 4 2 18

**HOURS SUB-TOTALS**

- 1 6 10 10 4 4 35

**SUBTOTAL LABOR COSTS**

- $275.00 $225.00 $150.00 $1150.00 $125.00 $90.00

**LABOR COST**

- $5,235.00

**BID PHASE DIRECT EXPENSES**

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>COST / UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage (number x current state rate)</td>
<td>210</td>
<td>$0.535</td>
</tr>
<tr>
<td>Courier Services (Deliveries)</td>
<td>2</td>
<td>$50.00</td>
</tr>
<tr>
<td>Printing (8 1/2&quot; X 11&quot;)</td>
<td>500</td>
<td>$0.05</td>
</tr>
<tr>
<td>Printing (11” X 17&quot;)</td>
<td>450</td>
<td>$0.15</td>
</tr>
<tr>
<td>Printing (22” X 34&quot;)</td>
<td>100</td>
<td>$1.30</td>
</tr>
</tbody>
</table>

**SUBTOTAL BID PHASE DIRECT EXPENSES**

- $434.85

**BID PHASE SUMMARY**

- TOTAL LABOR COSTS $5,235.00
- TOTAL EXPENSES $434.85

**BID PHASE TOTAL**

- $5,669.85
## ATTACHMENT B
### FEE SCHEDULE
PRELIMINARY ENGINEERING REPORT, DESIGN, BIDDING AND CONSTRUCTION PHASES

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

---

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

### TASK DESCRIPTION
<table>
<thead>
<tr>
<th>PRINCIPAL</th>
<th>SR. PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>ASSOC. ENG. (EIT)</th>
<th>DESIGNER</th>
<th>ADMIN/Clerical</th>
<th>TOTAL LABOR HRS. &amp; COSTS</th>
</tr>
</thead>
</table>

#### CONSTRUCTION PHASE

**TASK : PROJECT MANAGEMENT**
- Project Management (4 months)
  - 1 12 6 19

**TASK 21: ATTEND PRE-CONSTRUCTION AND CONSTRUCTION MEETINGS**
- Pre-Construction Meeting
  - 2 2 4
- Construction Meeting (4)
  - 8 8 4 20

**TASK 22: REVIEW SHIP DRAWINGS**
- Review Shop Drawings (up to 6)
  - 6 6 12

**TASK 23: RESPOND TO RFI**
- Respond to RFI (up to 6)
  - 6 12 18

**TASK 24: ASSIST WITH CHANGE ORDERS**
- Assist with Change Orders (up to 2)
  - 1 2 4 4 11

**TASK 25: PERIODIC SITE VISITS**
- Periodic Site Visits (2)
  - 2 2 2 6

**TASK 26: SUBSTANTIAL COMPLETION WALK-THROUGH AND PUNCH LIST**
- Substantial Completion Walk-Through and Punch List
  - 4 4 8

**TASK 27: RECORD DRAWINGS**
- Record Drawings (Include shape files, as-built survey, as-built drawings, electronic files and PDF)
  - 1 2 4 10 24 2 43

**HOURS SUB-TOTALS**
- 3 18 32 48 24 96 141

**CONTRACT RATE PER HOUR**
- Principal: $225.00  
- Sr. Project Manager: $160.00  
- Project Engineer: $115.00  
- Assoc. Engineer (EIT): $125.00  
- Designer: $90.00  
- Admin/Clerical: $275.00

**SUBTOTAL LABOR COSTS**
- $825.00  
- $4,050.00  
- $5,120.00  
- $5,520.00  
- $3,000.00  
- $1,440.00  
- $19,955.00

**CONSTRUCTION PHASE DIRECT EXPENSES**
- Mileage (number x current state rate)
  - 560  
  - $0.535  
  - $299.60
- Courier Services (Deliveries)
  - 1  
  - $50.00
- Printing (8 1/2" x 11")
  - 500  
  - $0.05  
  - $25.00
- Printing (11" x 17")
  - 450  
  - $0.15  
  - $67.50
- Printing (22" x 34")
  - 450  
  - $1.30  
  - $585.00

**SUBTOTAL CONSTRUCTION PHASE DIRECT EXPENSES**
- $1,027.10

**OTHER ADDITIONAL SERVICES (BY OTHERS - SEE SUBCONSULTANT SCOPE & FEE)**
- Post Construction Survey - Chaparral P.L.S., Inc.
  - Base Cost: $2,500.00  
  - Markup (10%)
  - $250.00  
  - Total: $2,750.00

**SUBTOTAL CONSTRUCTION PHASE SUBCONSULTANT EXPENSES**
- $2,750.00

**CONSTRUCTION PHASE SUMMARY**
- Total Labor Costs: $19,955.00
- Total Subconsultant & Expenses: $3,777.10
- Construction Phase Total: $23,732.10

**GRAND TOTAL**
- $185,584.80
AGENDA CAPTION:
Consider approval of Resolution 2018-90R, approving the award of an Engineering Services Contract to Maestas & Associates, LLC, for the Guadalupe Street Improvement project in the estimated amount of $211,845; authorizing the City Manager or his designee to execute the appropriate purchasing documents on behalf of the City; and declaring an effective date.

Meeting date: June 5, 2018

Department: Engineering & CIP

Amount & Source of Funding
Funds Required: $211,845
Account Number: C477
Funds Available: $218,000
Account Name: Guadalupe/LBJ Improvements

Fiscal Note:
Prior Council Action: NA

City Council Strategic Initiative: [Please select from the dropdown menu below]
Choose an item.
Goal #5 Maintain & Improve City's Infrastructure
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☒ Transportation - Multimodal transportaion network to improve accessibility and mobility, minimize congestion and reduce pollution
☐ Not Applicable
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]

Transportation Master Plan

Background Information:
Guadalupe Street Improvements project involves the development of construction plans from University Drive to Grove Street. Preliminary design, final design and construction phase services will include access management, parking management, sidewalk improvements, and incorporation of buffered bike lanes along the corridor, design of pedestrian/bike crossing at the UPRR tracks, coordination with UPRR, water quality features at railroad tracks and MLK Blvd, pavement markings, signage and signal layouts and incorporation of planned developments along the corridor.

Striping plans from Grove to University will be incorporated into the TxDOT mill & overlay project scheduled for 2019. Striping plans will include 2 travel lanes, buffered bike lanes and parallel on street parking. The project will also include sidewalk and landscape improvements along Shields property.

This Resolution in the amount of $211,845 will cover preliminary engineering, detailed design, and bid and construction phase services for the Guadalupe Street Improvements project. Scope of Services includes:

- Project coordination includes meetings (kick-off, status, and with, UPRR & TxDOT), project management, public meetings and sub-consultant coordination.
- Field investigations and data collection includes topographic survey, review of previous project records, GIS, aerial imagery, existing utility records, and site visits.
- Roadway design includes development of typical sections, horizontal alignment, parking layout, pavement markings and striping plans, pedestrian mobility, access management and utilities plans.
- Bid phase services includes pre-bid meeting, bid questions response preparation, bid documents review and recommendations.
- Construction phase services includes pre-construction meeting, monthly project meetings, shop drawing review, request for information, review change orders, shop drawing review log, and final walkthrough.

Council Committee, Board/Commission Action:
NA

Alternatives:
NA

Recommendation:
Staff recommends approval of this design contract
RESOLUTION 2018-             R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF AN ENGINEERING SERVICES CONTRACT TO MAESTAS & ASSOCIATES, LLC, FOR THE GUADALUPE STREET IMPROVEMENTS PROJECT IN THE ESTIMATED AMOUNT OF $211,845.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of an engineering services contract to Maestas & Associates, LLC, for the Guadalupe Street Improvements Project in the estimated amount of $211,845.00 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
PROFESSIONAL FIRM FOR
ENGINEERING SERVICES

This Agreement is made as of __________, 20__ (the “Effective Date”), by and between:

The Owner: The City of San Marcos, Texas

and

The Professional Firm: Maestas & Associates, LLC

for

The Project: S. Guadalupe Street Improvements: University Dr. to Grove St.

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

Further;

The Owner and the Professional Firm agree as follows:

ARTICLE 1
PROFESSIONAL FIRM'S SERVICES

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

ARTICLE 2
PROFESSIONAL FIRM'S RESPONSIBILITIES

Professional Firm agrees to use Professional Firm's best efforts, skill, judgment, and abilities so as to perform Professional Firm's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Professional Firm shall at all times provide sufficient personnel to accomplish Professional Firm's Services in a timely manner. Professional Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Professional Firm’s obligations under this Agreement.
Professional Firm agrees to perform Professional Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

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

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

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

ARTICLE 3
THE OWNER'S RESPONSIBILITIES

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

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

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

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Firm's Services.
The Owner designates Rohit Vij, P.E., as its representatives authorized to act in the Owner's behalf with respect to the Project. The contact information for Owner's representative is listed below:

Name: Rohit Vij, P.E.
Title: Senior Engineer
630 East Hopkins
San Marcos, Texas 78666
Ph. 512-393-8133
E-mail: rvij@sanmarcostx.gov

ARTICLE 4
OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Professional Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm.

ARTICLE 5
DISPUTE RESOLUTION

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Professional Firm agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Professional Firm will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Professional Firm.

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Professional Firm hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. Professional Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Professional Firm understands that those Owner funds for the payment for work performed by the Professional Firm under this Agreement have been provided through the Owner’s budget approved by Owner Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Owner cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Professional Firm acknowledges and agrees that it will have no recourse against the Owner for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters: No Financial Interest. Professional Firm and its employees, agents, representatives, and subcontractors have read and understand Owner’s Ethics Policy available at http://www.sanmarcostx.gov/380/Ethics, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner’s Conflicts of Interest Policy, provisions described by Owner’s Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.
**Mutual Waiver of Consequential Damages.** In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

**Texas Tax Code 171.1011(g)(3).** Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:

1. Prior to commencing performance under this Agreement, Professional Firm will provide the City with a list of proposed subconsultants, subcontractors, or agents to be used in Professional Firm's services under this Agreement. The City shall have the right to accept or reject the use of any subconsultant, subcontractor, or agent on the Professional Firm's list. Such acceptance or rejection shall be given within a commercially reasonable time from the date the Professional Firm delivers it and;

2. Any payment made by the Owner to Professional Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Professional Firm’s use of any such subconsultant, subcontractor or agent of Professional Firm under this Agreement.

**Limitation of Liability.** In recognition of the relative risks and benefits of the Agreement to both the Owner and Professional Firm, to the fullest extent permitted under applicable law, Owner agrees that Professional Firm's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the Professional Firm's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

**Force Majeure.** Professional Firm shall have no liability for any delay caused by an event of force majeure, the Owner or any of its consultant's or contractors, or circumstances outside of its reasonable control.

**Termination for Convenience.** The Owner may terminate the Agreement at any time upon 30-calendar days notice in writing to Professional Firm. Upon receipt of such notice, Professional Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Professional Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

**Notices.** All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:
If to Owner: The City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Attn: Engineering & Capital Improvements
rvij@sanmarcostx.gov

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

If to Professional Firm Ernest T. Maestas, P.E.
Maestas & Associates, LLC
11550 IH 10 West, Suite 350
San Antonio, TX 78230
emaestas@maesce.com

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Changes in Service. If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization on Change in Services Form in Exhibit 2 to do so. The Authorization on Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

ARTICLE 8
REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Professional Firm’s Services and include actual and reasonable expenses incurred by the Professional Firm, that are (i) outside the services listed in Exhibit 1; and (ii) solely and directly in connection with the performance of Professional Firm’s Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Professional Firm.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.
Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Professional Firm.

ARTICLE 9
ADDITIONAL SERVICES

Additional Services are services not included in the Professional Firm’s Services and not reasonably inferable from Professional Firm’s Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Professional Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10
PAYMENTS TO PROFESSIONAL FIRM

Professional Firm shall present monthly Applications for Payment to the Owner detailing the Professional Firm’s Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Professional Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Professional Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Professional Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of Professional Firm to perform its obligations under this Agreement.
ARTICLE 11
PROFESSIONAL FIRM'S ACCOUNTING RECORDS

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

ARTICLE 12
INSURANCE

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory Limits</td>
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<tr>
<td>Employer's Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

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

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

ARTICLE 13
INDEMNITY

Professional Firm shall hold Owner, The City of San Marcos, and its City Council, officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner, and its City Council, officers, agents and employees, customers, agents, successors and assigns against any damage or claim of any type arising to the extent caused by the negligent or intentional acts or omission of Professional Firm, its employees, agents and/or assigns.
ARTICLE 14
PROFESSIONAL FIRM’S COMPENSATION

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

Service Fees: The maximum fee for Professional Firm’s Services shall not exceed Two Hundred Eleven Thousand Eight Hundred Forty Five Dollars ($211,845.00).

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and Exhibit 3), Professional Firm shall be compensated for the actual expense incurred by Professional Firm. Notwithstanding the foregoing, Owner’s payment to Professional Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services: The Professional Firm’s Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

The Owner and Professional Firm have entered into this Agreement as of the Effective Date.

OWNER:

THE CITY OF SAN MARCOS

By: ____________________________

Name: Bert Lumbreras

Title: City Manager

Date: ____________________________

PROFESSIONAL FIRM:

MAESTAS & ASSOCIATES, LLC

By: ____________________________

Name: Ernest T. Maestas

Title: President

Date: 5-4-16

Exhibits:
EXHIBIT 1 – Scope of Services and Deliverables

EXHIBIT 2 – Authorization of Change in Service Form

EXHIBIT 3 – Detailed Fee Schedule

EXHIBIT 4 – Project Schedule

EXHIBIT 5 – Other Language as Required by Federal, State, or Local Laws
EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES
EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES

S. Guadalupe Street: University Drive to Grove St.
Roadway Improvements

This project involves the development of a Construction plans for S. Guadalupe Street from University Drive to Grove Street. Schematic Phase will involve access management (driveway integration for the corridor, street parking layouts, sidewalk improvements, incorporation of bike path along the corridor, design of Pedestrian/Bike crossings at the UPRR tracks, coordination with UPRR, water quality features at railroad tracks and MLK Blvd., pavement marking and signage layouts, and incorporation of planned development along the corridor.

Plans will be developed phases as outlined below:
- Preliminary Phase (30% Design)
- 60% Design Phase
- 90% Design Phase
- 100% Design Phase
- Bidding Phase
- Construction Phase
- Project Closeout

Preliminary Design Phase

1. **Meetings**
   1.1. Attend Kickoff meeting with City Staff to establish and confirm goals for project
   1.2. Attend bi-weekly progress meetings with City Staff
   1.3. Prepare exhibits for public meetings as required and coordinate with City Staff on exhibit requirements
   1.4. Attend up to 3 public meeting with City Staff
   1.5. Meetings and Coordination with TxDOT (four meetings)
   1.6. Meetings with coordination with UPRR (four meetings)
   1.7. Preliminary Design Review Meeting
   1.8. Sub Consultant Coordination

2. **Data Collection Review**
   2.1. Review Reports/Studies/Drawings
   2.2. Make site visits (minimum of 2 site visits)

3. **Field Investigations**
   3.1. Topographic Surveying (Byrn Surveying, Services provided under City Contract)
       3.1.1. Establish Primary and Secondary Project Control
   3.2. Survey topographic features including but not limited to fences, curbs, driveway, railroad crossings, rail road signal arms and warning light poles, manholes, power...
poles, guy wires, culverts, sidewalks, bridges, traffic signal poles and mast arms, retaining walls, driveway culverts, pull boxes, signs, mailboxes, bridge railing, concrete rip rap, channels, edge of pavement, fire hydrants, bollards, etc. Show improvements on adjacent property within 10 feet of ROW only where ROE can be secured

3.2.1. Survey of topographic feature is to extend 50-feet on side streets from Grove St to University Drive.
3.2.2. Survey cross sections & spot elevations to develop DTM and contour mapping
3.2.3. Survey existing culverts, drainage outfall and bridge over Purgatory Creek and approaches

3.3. Boundary Surveying tied to COSM Survey Monuments

3.3.1. Strip Map – CADD file showing ROW Map & Adjoining properties & Ownership Information (legal description & name)

3.4. Identify all utilities in field on poles and visible on ground

3.4.1. Coordinate with Texas811 and City of San Marcos to preform Quality Level B Utility Locates

3.4.1.1. Water
3.4.1.2. Sanitary Sewer
3.4.1.3. Natural Gas
3.4.1.4. Underground Electric
3.4.1.5. Underground Telephone
3.4.1.6. Underground Cable Television

3.4.2. Survey Quality Level B Utility Locates

3.4.3. Water

3.4.3.1. Valve Box elevations

3.4.4. Sanitary Sewer

3.4.4.1. Manhole Rings and Covers elevations
3.4.4.2. Invert elevations and details (sizes, configurations, flow directions, north arrow)

3.4.5. Natural Gas

3.4.5.1. Valve Box elevations
3.4.5.2. Test box elevations

3.4.6. Storm Drainage Manholes, Inlets and Outfalls

3.4.6.1. Manhole rings and covers elevations
3.4.6.2. Top of structures if different from rings and covers
3.4.6.3. Invert elevations and details
3.4.6.4. Lateral details (sizes, configurations, flow directions)

3.4.7. Underground Electric

3.4.7.1. Manhole rings and covers elevations

3.4.8. Telephone

3.4.8.1. Manhole rings and covers elevations

3.4.9. Underground Cable Television

3.4.9.1. Manhole rings and covers elevations

3.4.10. Tree Survey

3.4.10.1. Survey trees with trunk diameter > 4" (Species, Trunk Diameter and Canopy) for existing S. Guadalupe St. ROW
4. **Roadway Design**
   4.1. Develop Typical Roadway Sections for the locations below. All proposed improvements will be developed to fit within existing ROW limits.
   4.1.1. S. Guadalupe Street from University Drive to Hutchinson St
   4.1.2. S. Guadalupe Street from Hutchinson St. to Hopkins St.
   4.1.3. S. Guadalupe Street from Hopkins St. to San Antonio St.
   4.1.4. S. Guadalupe Street from San Antonio St. to Martin Luther King Dr.
   4.1.5. S. Guadalupe Street from Martin Luther King Drive to northern UPRR crossing
   4.1.6. S. Guadalupe Street from northern UPRR Crossing to southern UPRR crossing (Cheatham St)
   4.1.7. S. Guadalupe Street from southern UPRR crossing (Cheatham St) to 200 feet south of Grove Street
   4.2. Establish Horizontal Roadway alignment and Stationing for S. Guadalupe Street showing:
      4.2.1. Centerline geometry (centerline bearings, PI, PC, and PT stations, centerline curve data, curb return radii, etc.)
   4.3. Prepare preliminary plans for
      4.3.1. Roadway modifications with Parking layouts
      4.3.2. Pavement Marking and Striping
      4.3.3. Pedestrian Mobility
      4.3.4. Driveway Management
      4.3.5. Water Quality Features
      4.3.6. Pedestrian/Bike path railroad crossings including signals
      4.3.7. Utility Layout
   4.4. Determine Permitting Requirements
   4.5. Identify Utility providers with Project Limits
   4.6. Prepare Utility Conflict Matrix
   4.7. Prepare quantity calculations and Opinion of Probable Construction Cost (OPCC)
   4.8. Prepare Preliminary Phase Report with Exhibits
   4.9. Internal QA/QC

5. **Deliverables**
   5.1. Conceptual Layouts
   5.2. Cost Estimates
   5.3. Schematic Layouts in Roll format suitable for public for meetings. Typical Roadway Cross sections will be included on roll plan.
   5.4. Draft Preliminary Engineering Report (3 hard copies & one Pdf version)
   5.5. Final Preliminary Engineering Report (3 hard copies, one Pdf version & dgn files).

60% Design Phase

1. **Meetings**
   1.1. Attend monthly progress meetings with City Staff (three meetings)
1.2. Prepare exhibits for public meetings as required and coordinate with City Staff on exhibit requirements
1.3. Attend up to 1 public meeting with City Staff
1.4. Meetings and Coordination with TxDOT (one meeting)
1.5. Coordination with UPRR
1.6. Attend 60% Design Review Meeting
1.7. Sub Consultant Coordination

2. Design Sheets
   2.1. Cover Sheet
   2.2. Index of Sheets
   2.3. Project Layout
   2.4. Existing Typical Sections
   2.5. Proposed Typical Sections
   2.6. Preliminary General Notes
   2.7. Project Summary of Quantity Table
   2.8. Traffic Control Sheets
       2.8.1. Construction Phasing
       2.8.2. Work Zone Typical Sections
       2.8.3. Sequence of Work Narrative
       2.8.4. Temporary Signal
       2.8.5. Traffic Control Standards
   2.9. Road Design
       2.9.1. Demolition Plan
       2.9.2. Roadway modifications with Parking layouts
       2.9.3. Pedestrian Mobility
       2.9.4. Driveway Management
       2.9.5. Water Quality Features
       2.9.6. Pedestrian/Bike path railroad crossings including signals
   2.10. Traffic Signal Plans
   2.11. Utility Layout
   2.12. Signing and Pavement Markings
   2.13. List of Design Standard Sheets
   2.14. 60% OPCC
   2.15. List of Specifications
       2.15.1. City San Marcos Standard Specification
       2.15.2. Modified City of Austin Specifications
       2.15.3. Special Specifications

3. Deliverables
   3.1. 60% Plan Set (4 hard copies-11”x17” Sets & 1 PDF)
       3.1.1. Plan Set
           3.1.1.1. Project Cover Sheet
           3.1.1.2. Plan Sheets
           3.1.1.3. List of CoSM and CoA Standards
           3.1.1.4. List of Standard CoSM Div 1 and CoA Specifications
3.1.1.5. Project Specific/Special Specifications
3.1.1.6. Project Specific/Special Details
3.1.2. 60% OPCC

90% Design Phase

1. Meetings
   1.1. Attend monthly progress meetings with City Staff
   1.2. Meetings and Coordination with TxDOT (One meeting)
   1.3. Coordination with UPRR
   1.4. Attend 90% Design Review Meeting
   1.5. Sub Consultant Coordination

2. Design Sheets
   2.1. Finalize Cover Sheet
   2.2. Update Index of Sheets
   2.3. Update Project Layout
   2.4. Update Proposed Typical Sections
   2.5. Update General Notes
   2.6. Update Summary of Quantity and add sheet quantities
   2.7. Traffic Control Sheets
       2.7.1. Schedule of Advanced Warning Signs
       2.7.2. Update Construction Phasing
       2.7.3. Update Work Zone Typical Sections
       2.7.4. Special Notes for Construction Phasing Plan
       2.7.5. Update Sequence of Work Narrative
       2.7.6. Temporary Signal
       2.7.7. Timing & Phasing Plan
       2.7.8. Traffic Control Standards
   2.8. Road Design
       2.8.1. Update Demolition Plan
       2.8.2. Update Roadway modifications with Parking layouts
       2.8.3. Update Pedestrian Mobility
       2.8.4. Update Driveway Management
       2.8.5. Update Water Quality Features
       2.8.6. Update Pedestrian/Bike path railroad crossings including signals
   2.9. Traffic Signal Plans
   2.10. Utility Layout
   2.11. Signing and Pavement Markings
   2.12. Design Standard Sheets
   2.13. 90% OPCC by Sheet
       2.14.2. Modified City of Austin Specifications
       2.14.3. Special Specifications
   2.15. Prepare Bid Form
3. **Deliverables**
   3.2 90% Plan Set (4 hard copies-11”x17” Sets & 1 PDF)
      3.2.1 Plan Set (Include Items from 60%)
         3.2.1.1 Profiles
         3.2.1.2 Quantities (by Sheet)
         3.2.1.3 OPCC (by Sheet)
         3.2.1.4 Specifications
      3.2.2 Bid Forms

100% Design Phase
1. **Meetings**
   1.1. Coordination with TxDOT
   1.2. Coordination with UPRR
   1.3. Attend 100% Design Review Meeting
   1.4. Sub Consultant Coordination

2. **Design Sheets**
   2.1. Sign and Seal plans and Specifications
   2.2. Finalize OPCC for 100% plans
   2.3. Finalize Bid Form

3. **Deliverables**
   3.3 100% Submittal Sealed (2-11”x17” Sets, 1 PDF, 1 CAD)
      3.3.1 Sealed Plan Set
      3.3.2 Construction Check List (1 PDF)
      3.3.3 Bid Form (Word version)
      3.3.4 Technical Specifications (1 PDF)

Bid Phase
1.1. Attend Pre-Bid Meeting
1.2. Respond to Questions
1.3. Prepare and Issue Addenda to Purchasing
1.4. Attend Bid Opening
1.5. Preform Bid Tabulation and Prepare Recommendation of Award
1.6. Reference check for bid qualification
   1.6.1. Check for Debarment and perform a background check (only required for Federal Funded Jobs)
   1.6.2. Prepare Letter of recommendation (add statement that debarment has been checked)
   1.6.3. Provide copy of above information to the city
1.7. Prepare and submit Conformed Plans and Specifications (1 PDF, 1 CAD, 2-22”x34” Sets, 4-11”x17” Sets)
**Construction Phase (Assumed to be 12 months)**

1.1. Attend Pre-Construction Conference  
1.2. Attend Monthly Project Meetings  
1.3. Shop Drawing Review  
1.4. Respond to RFI’s  
1.5. Respond to Request for Proposals  
1.6. Review Change Orders  
1.7. Maintain Shop Drawing Review log  
1.8. Perform site visits on as needed basis and prepare and submit Site Visit Reports (assume 4 visits)  
1.9. Attend monthly Construction meetings  
1.10. Perform Substantially Complete walkthrough  
1.11. Perform Final Completion walkthrough  

**Project Closeout**

1.1. Review Final Pay Estimate  
1.2. Prepare Draft Plan of Record Drawings (1 full size, 1 pdf 11” x 17” Set, 1 Dwg)  
1.3. Prepare Final Plan of Record Drawings (1 pdf, 1 Dwg, 2-22”x34” sets, 2-11”x17” Sets)  
1.4. Surface to grid conversion scale factor for GIS  
1.5. Prepare GIS Shape file  

**Exclusions: If requested services can be provided as Additional Services**

I. Preliminary Phase (30%)  
   A. Meetings  
      i. Utility Coordination Meeting(s)  
   B. Data Collection/Review  
      iii. Staff Meeting(s)  
   C. Field Investigations  
      v. Subsurface Utility Locate  
      vi. Geotechnical  
      vii. Geological Assessment  
      viii. Environmental Clearance  
      ix. Archeological  
   D. Pipelines – water/sanitary sewer  
      i. Determine Alignment(s)  
      ii. Preliminary Hydraulics/Modeling  
   E. Plants/Facilities  
      i. Develop Design Parameters  
   F. Streets  
      i. Traffic Counts  
   G. San Marcos Electric (SMEU)  
      i. Underground Conduit  
      ii. Photometric for Street Lighting
iii. If effected by project, coordination required

H. Drainage
   i. Watershed Analysis
   ii. Determine Alignments
   iii. Preliminary Hydraulics/Modeling
   iv. LID/Water Quality

I. Determine Easement/Land Acquisition Requirements
   i. Prepare Exhibits
   ii. Field Notes
   iii. Negotiations of Easements

N. Deliverables – (Must follow COSM CADD standards)
   i. Monthly Status Report

II. Design Phase 99%
EXHIBIT 2

AUTHORIZATION OF CHANGE IN SERVICES
CITY OF SAN MARCOS, TEXAS

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

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

Previous contract amount: $________ (NTE annual fee)
Net increase/decrease in contract amount: $_______-0-
Revised annual Agreement amount: $_________ (NTE annual fee)

Contractor Name

By: __________________________ Date: ________________

______________________________
Printed Name, Title

Approved by:

City of San Marcos:

Date: ________________

By: __________________________

______________________________
Printed Name, Title

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

Account Number(s):

Previous Changes in Service:
#_____; date; amount
#_____; date; amount
#_____; date; amount
EXHIBIT 3
DETAILED FEE SCHEDULE
## Project Work Plan and Fee Proposal Breakdown

### Project:
S. Guadalupe St- University Dr. to Grove St

### Prime Consultant:
Maestas & Associates, Inc.

### Proposal Date:
4/2/2018

### Prepared By:
Ernest Maestas

### Work Classification and Hourly Rate

<table>
<thead>
<tr>
<th>Work Classification</th>
<th>Principal</th>
<th>Project Manager</th>
<th>EIT I</th>
<th>EIT II</th>
<th>EIT III</th>
<th>CADD Tech I / Eng Tech I</th>
<th>CADD Tech II / Eng Tech II</th>
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### Task Code and Description

#### Preliminary Design

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<th>HOURS</th>
<th>HOURS</th>
<th>HOURS</th>
<th>HOURS</th>
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<td>1.2. Attend bi-weekly progress meetings with City Staff</td>
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<td>0</td>
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<td>1.3. Prepare exhibits for public maps &amp; coordinate with City Staff</td>
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#### Data Collection Review

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<th>HOURS</th>
<th>HOURS</th>
<th>HOURS</th>
<th>TASK FEES</th>
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<tbody>
<tr>
<td>2.1. Review Reports/Studies/Drawings</td>
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<td>4</td>
<td>4</td>
<td>4</td>
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<td>2.2. Make site visits (minimum of 2 site visits)</td>
<td>4</td>
<td>4</td>
<td>8</td>
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#### Field Investigations

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<th>HOURS</th>
<th>HOURS</th>
<th>HOURS</th>
<th>TASK FEES</th>
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<tr>
<td>3.1. Topographic Surveying to be provided by Bym Surveying, Services provided under City Contract</td>
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#### Roadway Design

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<th>HOURS</th>
<th>HOURS</th>
<th>HOURS</th>
<th>TASK FEES</th>
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<tbody>
<tr>
<td>4.1. Develop Typical Roadway Sections for the locations below. All proposed improvements will be developed to fit within existing ROW limits.</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>7</td>
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<tr>
<td>4.1.1. S. Guadalupe Street from University Drive to Hutchinson St</td>
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#### Establish Horizontal Roadway alignment and Stationing for S. Guadalupe Street showing:

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<th>HOURS</th>
<th>HOURS</th>
<th>TASK FEES</th>
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# Project Work Plan and Fee Proposal Breakdown

**Project:** S. Guadalupe St.- University Dr. to Grove St  
**Prime Consultant:** Maestas & Associates, Inc.  
**Prepared By:** Ernest Maestas  
**Proposal Date:** 4/2/2018

## Work Classification

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## Task Code and Description

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## Deliverables

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<th>CADD Tech III / Eng Tech III HOURS</th>
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City of San Marcos  
S. Guadalupe St.- University Dr. to Grove St  
Fee Proposal Breakdown  
Revised 11/9/17  
Page 2 of 8
# PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

**Project:** S. Guadalupe St.-University Dr. to Grove St  
**Prime Consultant:** Maestas & Associates, Inc.  
**Proposal Date:** 4/2/2018  
**Prepared By:** Ernest Maestas  

## Work Classification

<table>
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<tr>
<th>Principal</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>EIT I</th>
<th>EIT II</th>
<th>EIT III</th>
<th>CADD Tech I / Eng Tech I</th>
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## TASK CODE AND DESCRIPTION

### 60% Design Phase

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City of San Marcos  
S. Guadalupe St.-University Dr. to Grove St  
Fee Proposal Breakdown  
Revised 11/9/17
**City of San Marcos**  
**PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN**

**Project:** S. Guadalupe St.-University Dr. to Grove St  
**Prime Consultant:** Maestas & Associates, Inc.  
**Proposal Date:** 4/2/2018  
**Prepared By:** Ernest Maestas

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# City of San Marcos
## PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN
### Project:
S. Guadalupe St- University Dr. to Grove St
### Prime Consultant:
Maestas & Associates, Inc.
### Proposal Date:
4/2/2018
### Prepared By:
Ernest Maestas

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## City of San Marcos
### PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

**Project:** S. Guadalupe St.-University Dr. to Grove St  
**Prime Consultant:** Maestas & Associates, Inc.  
**Prepared By:** Ernest Maestas  
**Proposal Date:** 4/2/2018

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City of San Marcos
PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: S. Guadalupe St- University Dr. to Grove St
Prepared By: Ernest Maestas
Proposal Date: 4/2/2018

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City of San Marcos
S. Guadalupe St- University Dr. to Grove St
Fee Proposal Breakdown
Revised 11/9/17
## Project: S. Guadalupe St.-University Dr. to Grove St.
### Prime Consultant: Maestas & Associates, Inc.
### Proposal Date: 4/2/2018
### Prepared By: Ernest Maestas

### Work Classification
- Principal
- Project Manager
- Project Engineer
- EIT I
- EIT II
- EIT III
- CADD Tech I / Eng Tech I
- CADD Tech II / Eng Tech II
- CADD Tech III / Eng Tech III
- Admin/ clerical

### Hourly Rate
- Principal: $190.00
- Project Manager: $165.00
- Project Engineer: $155.00
- EIT I: $105.00
- EIT II: $115.00
- EIT III: $125.00
- CADD Tech I / Eng Tech I: $95.00
- CADD Tech II / Eng Tech II: $105.00
- CADD Tech III / Eng Tech III: $115.00
- Admin/ clerical: $75.00

### Task Code and Description

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### Total Base Fee with Hour Breakdown
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<td>Review Record Drawings</td>
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EXHIBIT 5
FEDERAL, STATE, AND LOCAL REQUIRED PROVISIONS
AGENDA CAPTION:
Consider approval of Resolution 2018-91R, approving the award of an Engineering Contract to Lockwood, Andrews & Newnam, Inc., for the Purgatory Creek project, in the estimated amount of $467,440; authorizing the City Manager or his designee to execute the said agreement on behalf of the City; and declaring an effective date.

Meeting date: 6/5/2018

Department: Engineering & CIP

Amount & Source of Funding
Funds Required: $467,400
Account Number: C679
Funds Available: $500,000
Account Name: Purgatory Creek Improvements

Fiscal Note:
Prior Council Action: NA

City Council Goal: [Please select goal from dropdown menu below]
Goal #5 Maintain & Improve City's Infrastructure
Choose an item.

Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☒ Land Use - Direct Growth, Compatible with Surrounding Uses
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☒ Not Applicable
Background Information:
The work to be performed will consist of developing preliminary designs to improve existing flooding conditions for approximately 6,100 linear feet along Purgatory Creek from South Mitchell Avenue to the San Marcos River. The Preliminary Engineering Report (PER) results will provide conceptual options to reduce the water surface elevations and improve water quality and current erosion and sedimentation issues to support outside funding requirements. The limits of the study extend from NRCS Dam No. 5 to the San Marcos River. The improvements to be evaluated include:

- Bridge/culvert modifications or replacements at Mitchell Avenue, Jackman Street, Guadalupe Street, South LBJ Street, CM Allen Parkway and Comal Street.
- Curb cuts along Mitchell Avenue.
- Extension of storm drains near South LBJ and Cheatham Street and the 100 block of Edward Gary Street.
- Channel improvements.
- Replacement of wastewater main along Jackman Street from Valley Street to Gravel Street, along Gravel Street from Jackman Street to Patton Street and along Patton Street to the railroad.
- Mill and overlay of street pavement impacted by proposed improvements
- Sidewalk improvements including new sidewalks along S. Mitchell Avenue and Gravel Street.

The Purgatory Creek watershed has had a history of previous flooding during various storm events. This project will develop improvements that result in a reduction to flooding conditions, improvement to water quality and greenway connectivity as identified in the Transportation Mater Plan.

The Purgatory Creek Improvement project will be conducted in phases with the first phase consisting of a preliminary engineering evaluation and preparing a PER. During the PER phase we will evaluate the Purgatory Creek watershed and develop recommended improvements that result in a reduction of existing flooding conditions and improve water quality. Proposed improvements will consider channel modifications, bridge/culvert modifications or replacements, and storm drain modifications.

The PER phase will include conducting public meetings to solicit citizen comments regarding flooding concerns and ideas regarding improvements. The project will also include conducting a hydraulic analysis considering previous developed hydraulic models for the watershed and new 2D analysis models to reflect conditions at and near the confluence of Purgatory Creek and the diversion to Willow Springs Creek. The hydraulic models will also reflect proposed improvements and determine impacts to the 25- and 100-year storm events considered to be effective by FEMA. The PER phase will also include determining right-of--way and easement requirements, identifying potential impacts between existing utilities and proposed improvements, environmental and permitting requirements, and developing preliminary probable cost to construct proposed improvements.

The PER will be completed within 8 months including time for City review of submittals.
File #: Res. 2018-91R, Version: 1

Council Committee, Board/Commission Action:
NA

Alternatives:
NA

Recommendation:
Staff recommends approval of design contract
RESOLUTION 2018-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF AN ENGINEERING CONTRACT TO LOCKWOOD, ANDREWS & NEWMAN, INC., FOR THE PURGATORY CREEK PROJECT, IN THE ESTIMATED AMOUNT OF $467,440; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of an engineering contract to Lockwood, Andrews & Newnam, Inc., for the Purgatory Creek project, in the estimated amount of $467,440 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
PROFESSIONAL FIRM FOR
ENGINEERING SERVICES
PURGATORY CREEK IMPROVEMENTS

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

The Owner: The City of San Marcos, Texas

and

The Professional Firm: Lockwood, Andrews & Newnam, Inc.

for

The Project: Purgatory Creek Improvements

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

Further;

The Owner and the Professional Firm agree as follows:

ARTICLE 1
PROFESSIONAL FIRM’S SERVICES

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

ARTICLE 2
PROFESSIONAL FIRM’S RESPONSIBILITIES

Professional Firm agrees to use Professional Firm's best efforts, skill, judgment, and abilities so as to perform Professional Firm's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Professional Firm shall at all times provide sufficient personnel to accomplish Professional Firm's Services in a timely manner. Professional Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Professional Firm’s obligations under this Agreement.
Professional Firm agrees to perform Professional Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

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

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

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

**ARTICLE 3**
**THE OWNER'S RESPONSIBILITIES**

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

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

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

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Firm's Services.
The Owner designates John Espinoza, PE, CFM, as its representatives authorized to act in the Owner's behalf with respect to the Project. The contact information for Owner’s representative is listed below:

Name: John Espinoza, PE, CFM  
Title: Project Engineer  
630 East Hopkins  
San Marcos, Texas 78666  
Ph. 512-393-8241  
E-mail: jespinoza@sanmarcostx.gov

ARTICLE 4
OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Professional Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner’s use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm.

ARTICLE 5
DISPUTE RESOLUTION

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Professional Firm agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Professional Firm will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Professional Firm.

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Professional Firm hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. Professional Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Professional Firm understands that those Owner funds for the payment for work performed by the Professional Firm under this Agreement have been provided through the Owner’s budget approved by Owner Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Owner cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Professional Firm acknowledges and agrees that it will have no recourse against the Owner for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters; No Financial Interest. Professional Firm and its employees, agents, representatives, and subcontractors have read and understand Owner’s Ethics Policy available at http://www.sanmarcostx.gov/380/Ethics, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner’s Conflicts of Interest Policy, provisions described by Owner’s Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.
Mutual Waiver of Consequential Damages. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Texas Tax Code 171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:

1. Prior to commencing performance under this Agreement, Professional Firm will provide the City with a list of proposed subconsultants, subcontractors, or agents to be used in Professional Firm’s services under this Agreement. The City shall have the right to accept or reject the use of any subconsultant, subcontractor, or agent on the Professional Firm’s list. Such acceptance or rejection shall be given within a commercially reasonable time from the date the Professional Firm delivers it.

2. Any payment made by the Owner to Professional Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Professional Firm’s use of any such subconsultant, subcontractor or agent of Professional Firm under this Agreement.

Limitation of Liability. In recognition of the relative risks and benefits of the Agreement to both the Owner and Professional Firm, to the fullest extent permitted under applicable law, Owner agrees that Professional Firm's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the Professional Firm's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

Force Majeure. Professional Firm shall have no liability for any delay caused by an event of force majeure, the Owner or any of its consultant's or contractors, or circumstances outside of its reasonable control.

Termination for Convenience. The Owner may terminate the Agreement at any time upon 30-calendar days notice in writing to Professional Firm. Upon receipt of such notice, Professional Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Professional Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

If to Owner: The City of San Marcos
630 East Hopkins  
San Marcos, Texas 78666  
Attn: Engineering & Capital Improvements  
jespinoza@sanmarcostx.gov

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

If to Professional Firm  
[Brian K. Reis, PE, CFM]  
[Lockwood, Andrews, & Newnam, Inc.]  
[407 S. Stagecoach Trail, Suite 207]  
[San Marcos, TX 78666]  
[BKReis@lan-inc.com]

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Changes in Service. If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization on Change in Services Form in Exhibit 2 to do so. The Authorization on Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

ARTICLE 8
REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Professional Firm’s Services and include actual and reasonable expenses incurred by the Professional Firm, that are (i) outside the services listed in Exhibit 1; and (ii) solely and directly in connection with the performance of Professional Firm’s Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Professional Firm.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.
Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Professional Firm.

**ARTICLE 9**
**ADDITIONAL SERVICES**

Additional Services are services not included in the Professional Firm’s Services and not reasonably inferable from Professional Firm’s Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Professional Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

**ARTICLE 10**
**PAYMENTS TO PROFESSIONAL FIRM**

Professional Firm shall present monthly Applications for Payment to the Owner detailing the Professional Firm’s Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Professional Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Professional Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner’s representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Professional Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of Professional Firm to perform its obligations under this Agreement.
ARTICLE 11
PROFESSIONAL FIRM’S ACCOUNTING RECORDS

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

ARTICLE 12
INSURANCE

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

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

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

ARTICLE 13
INDEMNITY

Professional Firm shall hold Owner, The City of San Marcos, and its City Council, officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner, and its City Council, officers, agents and employees, customers, agents, successors and assigns against any damage or claim of any type arising to the extent caused by the negligent or intentional acts or omission of Professional Firm, its employees, agents and/or assigns.
ARTICLE 14
PROFESSIONAL FIRM’S COMPENSATION

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

Service Fees: The maximum fee for Professional Firm’s Services shall not exceed Four hundred sixty-seven thousand four hundred forty and 0/100 dollars ($467,440.00).

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and Exhibit 3), Professional Firm shall be compensated for the actual expense incurred by Professional Firm. Notwithstanding the foregoing, Owner’s payment to Professional Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services: The Professional Firm’s Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

The Owner and Professional Firm have entered into this Agreement as of the Effective Date.

OWNER:

THE CITY OF SAN MARCOS

By: __________________________
Name: __________________________
Title: City Manager
Date: __________________________

PROFESSIONAL FIRM:

LOCKWOOD, ANDREWS, & NEWSAM, INC

By: __________________________
Name: Brian K. Reis
Title: Manager
Date: 04/27/2018

Exhibits:
EXHIBIT 1 – Scope of Services and Deliverables
EXHIBIT 2 – Authorization of Change in Service Form
EXHIBIT 3 – Detailed Fee Schedule
EXHIBIT 4 – Project Schedule
EXHIBIT 5 – Other Language as Required by Federal, State, or Local Laws
EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES
EXHIBIT 1
CITY OF SAN MARCOS
PURGATORY CREEK IMPROVEMENTS
SCOPE OF SERVICES

Project Understanding

The work to be performed by Lockwood Andrews & Newnam, Inc. (LAN or the Consultant) under this contract will consist of providing Preliminary Engineering Services for the Purgatory Creek Improvements project. The work consists of the development of a preliminary engineering report (PER) for the Purgatory Creek Improvement project. Development of design documents (60%, 90%, 99% and 100%), bid phase services, construction phase services and record drawings will be authorized under a separate authorization.

The purpose of this project is to develop preliminary designs that improve existing flooding conditions for approximately 6,100 linear feet along Purgatory Creek from South Mitchell Avenue to the San Marcos River (see Attachment A.1). PER results will provide conceptual options to reduce the water surface elevations and improve water quality and current erosion and sedimentation issues to support outside funding requirements. The limits of the study extend from NRCS Dam No. 5 to the San Marcos River; however, these improvements are part of the City’s Capital Improvement Project # 679 and #477. Other adjacent drainage projects will be evaluated for appropriateness to be included with this creek improvement project or as a separate project. The Purgatory Creek Improvement project also consists of the following improvements:

1. Drainage improvements described in the City of San Marcos Drainage Master Plan for the following Purgatory Creek project options. (These improvements are part of the City’s Capital Improvement Project # 679)
   a. Drainage Master Plan Project # 6 – Modification to the Jackman Street low water crossing over Purgatory Creek. Possible modifications could include removal of culvert grates and creek improvements near the low water crossing. This would address flooding starting during the 2 year event due to grade restriction near D/S RR crossing.
   b. Drainage Master Plan Project #13 – Modification to Children’s Park low water crossing over Purgatory Creek (Comal Street). Possible modification could include installation of culvert to improve level of service and creek stabilization to improve water quality.
   c. Drainage Master Plan Project #14 – Bridge upgrade at the South LBJ crossing and creek improvements. These improvements would address erosion downstream of Purgatory Creek crossing at South LBJ Drive; damage to the retaining wall next to the wing wall on the upstream face, and crossing being flooded during the 2-year storm event.
   d. Drainage Master Plan Project # 15 - Curb cuts along Mitchell Avenue and creek improvements due to the area being flat, large drainage area and lack of storm drain infrastructure. In addition, stabilize scour occurring on the downstream side of the crossing.
   e. Drainage Master Plan Project #25 – This project is located near the 300 block of S LBJ Drive and Cheatham Street. Possible options include extending the storm drain pipe along S. LBJ Drive, constructing a drainage channel along railroad tracks, and or constructing a culvert under the railroad. These improvements would address flooding along the area since the local storm drain system has no outfall.

2. In addition to the Drainage Master Plan Purgatory Creek projects, the following drainage improvements would also be considered as part of this project. The design engineer will develop a recommendation regarding if these projects would be beneficial to be included as part of the Purgatory Creek Improvements project. These improvements are part of the City’s Capital Improvement Project # 477.
EXHIBIT 1
CITY OF SAN MARCOS
PURGATORY CREEK IMPROVEMENTS
SCOPE OF SERVICES

a. Drainage Master Plan Project #19 – Storm drain pipe, curb inlets and channel improvements along the 100 block of Edward Gary to address flooding on the roadway and adjacent properties.

b. Drainage Master Plan Project #21 – Culvert repair and channel improvements for the area located north of the railroad between S. Guadalupe Street and South LBJ.

3. Purgatory Creek improvement concepts for the project area identified in the San Marcos Comprehensive Watershed Master Plan which include:
   a. Bride/culvert modifications or replacements at: Mitchell Street, Jackman Street, Guadalupe Street, LBJ Street, CM Allen Parkway and Comal Street.
   b. Channel improvements that include: top width of 160 feet to 200 feet, bottom width approximately 100 feet to 140 feet, pilot channel for low flows and 4:1 (horizontal to vertical) side slopes.

4. The following improvements may also be required:
   a. Wastewater Master Plan Project #4 – Replace the existing 12” wastewater main along Jackman Street from Valley Street to Gravel Street, 12” wastewater main along Gravel Street from Jackman Street to Patton Street and along Patton Street the railroad. The downstream segment (south) has already been designed and constructed.
   b. Mill and overlay of street pavement impacted by the proposed improvements.
   c. Sidewalk improvements as identified in the City’s Sidewalk Plan including new sidewalks along S. Mitchell Avenue and Gravel Street.

Basic Scope of Services

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

2. Meetings
   a. Project Meetings: Eight (8) project meetings have been budgeted for the PER Phase.
   b. Public Meetings: One (1) public meeting is budgeted in the PER phase which includes preparing exhibits and attendance.

3. CDBG-DR Infrastructure Feasibility Support: LAN will provide support to the City including ranking of this project and the prioritization matrix methodology from the Feasibility Study dated September 2017 by AECOM.

4. Tasks
   a. Property Ownership Map: Conduct research for the area along Purgatory Creek from the confluence with the San Marcos River to South Mitchell Avenue to determine property ownership. Research will be conducted using data from the Hays County Appraisal District and summarized for presentation on a property ownership map.
   b. Utility Coordination:
      i. Conduct utility coordination including contracting area utility providers via email to request utility records and information regarding the planned project.
ii. The design engineer will identify potential conflicts between existing utilities and proposed improvements. Findings will be summarized in a utility conflict matrix.

c. Hydraulic Analysis:

i. Review of Purgatory Creek hydraulic model currently being developed for the Comprehensive Watershed Master Plan.

ii. Evaluate existing storm drainage systems, culverts and channels to determine whether sufficient capacity exists to collect and convey flows during the 25-year storm event within this reach of Purgatory Creek.

iii. Prepare 2D analysis (Infoworks 2D or HEC-RAS 2D) as appropriate to reflect conditions at and near the confluence of Purgatory Creek, the Purgatory diversion and Willow Springs Creek to reflect flow characteristics during project analysis storm events.

iv. Determine proposed project improvements impacts to the Purgatory Creek flooding conditions including the 25- and 100-year storm events considered to be effective by the City and FEMA.

v. Provide hydraulic models and calculations to support proposed improvements.

d. Permitting:

i. Determine if permits and/or reviews may be required from other agencies such as Federal Emergency Management Agency (FEMA), US Environmental Protection Agency (EPA), US Army Corps of Engineers, etc. (see also Attachment A.2, RPS).

5. Deliverables:

a. Monthly Status Report: LAN will provide a monthly status report, including a brief summary of work completed as well as a status plan set.

b. Preliminary Engineering Report (PER): LAN will provide two (2) hard copies and one (1) PDF electronic copy of a concise report summarizing the following:

i. An evaluation of previous recommended Drainage Master Plan, Wastewater Master Plan and Comprehensive Watershed Master Plan improvements and confirm previous recommendations are still viable for this project. This evaluation could also identify other improvements not previously recommended. Proposed drainage improvements should consider criteria as defined in the Stormwater Technical Manual and the updated Land Development Code including designs to mitigate their impact to water quality through use of approved controlled strategies to control erosion, sediment, naturalize contaminants and despite energy, whenever practical.

ii. Schematics of proposed improvements including drainage, wastewater, streets, sidewalks and other recommended improvements.
iii. Location of existing utilities including water, wastewater, storm water, gas, electric and communications.

iv. Hydraulic calculations of proposed improvements including the 100-year floodplain boundary.

v. Environmental and permitting considerations.

vi. Existing and proposed easement and right-of-way requirements (temporary and permanent)

vii. Erosion and sedimentation controls

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

ix. Utility conflict matrix

Schedule

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

- Preliminary Engineering Report Submittal (240 days)

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

City Responsibilities

1. The City will contact Union Pacific Railroad and coordinate any improvements that may impact their facilities.

2. The City will provide to LAN all data in the City’s possession relating to LAN’s services on the Project. LAN will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City. This includes copies of the following:
   a. Copies of sections from the City of San Marcos Drainage and Wastewater Master Plans pertinent to this project.
   b. Copy of the ongoing San Marcos Comprehensive Watershed Master Plan report including hydraulic models.
   c. Plan Review Check List.
   d. Purgatory Creek hydraulic models.

3. The City will give prompt notice to LAN whenever the City observes or becomes aware of any development that affects the scope or timing of LAN’s services.

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

5. The City will obtain all necessary right-of-entries from required landowners.
6. The City will provide Title Reports for properties with proposed easements.

7. The City will obtain all permanent, 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 topographic and tree surveys.

2. Performing Geotechnical Investigation or Subsurface Utility Engineering.

3. Performing Environmental Investigation or Environmental permit preparation and submittal.

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

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

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

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

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

9. Preparing applications and supporting documents that may be required to request a letter of map revision from FEMA.

10. 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.

11. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
Lockwood, Andrews & Newnam Inc. makes no representations or warranties regarding accuracy or completeness of the information depicted on this map or the data from which it was produced.

This map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure where survey data is available and field locations have been established.
March 30, 2018

Lockwood, Andrews & Newnam, Inc.
8911 N. Capital of Texas Hwy., Bldg. 2, Suite 2300
Austin, TX 78759

Re: Purgatory Creek Improvements – Preliminary Engineering Report
City of San Marcos
Proposal for Professional Services

Dear Sirs:

RPS appreciates the opportunity to submit the following proposal to Lockwood, Andrews, and Newnam, Inc. (LAN) for professional services in support of their the Purgatory Creek Improvement Project with the City of San Marcos (Client). The City has proposed to improve existing flooding conditions for approximately 6,100 linear feet along Purgatory Creek from South Mitchell Avenue to the San Marcos River within the City of San Marcos. The proposed project will impact the FEMA floodplain/Special Flood Hazard Zone and involves work within Waters of the US, Waters of the State. This scope of services includes HEC-RAS modeling support and technical review, and environmental evaluation and permit assessment to mitigate adverse impacts as may be caused by the project as defined by FEMA, USACE, USFWS, and the TCEQ.

For this project, RPS proposes Thomas W. Mountz, PE, D.WRE, CFM as Project Manager. Mr. Mountz has more than 45 years’ experience on flooding and drainage projects. He will be the primary point of contact and will manage all work and deliverables required to complete this scope of services on time and within budget.

This proposal includes a scope of services, general understanding of the work, estimated fees, and schedule. The specific tasks to complete this work are further described in the following scope of services.

SCOPE OF SERVICES

Task 1 Floodplain Analysis and Review

RPS will assist LAN with hydraulic modeling and technical review of existing and proposed HEC-RAS models developed by RPS as part of the San Marcos Stormwater master Plan for the Preliminary Engineering Report (PER) phase of the project. RPS evaluate models for design alternatives providing technical guidance and QAQC Review. RPS will study the impacts from the proposed site and floodplain improvements and a maximum of two (2) design alternatives, as needed.

RPS will coordinate with LAN on the selection of the proposed alternatives and review the Draft and Final Preliminary Engineering Report submissions. Task work products include technical guidance and QAQC of:

- Hydraulic modeling; and
- PER
This scope does not include preparation of construction plans or specifications for proposed alternative site improvement measures within the regulatory flood zones. Should the Client desire detailed plans, an Additional Services request can be developed and submitted upon request.

**Task 2 PER Environmental Evaluation**

RPS will meet with LAN and the Client evaluate specific courses of action with regard to performing environmental evaluations of the project site in preparation for the permitting of the proposed channel and bridge construction project. The findings of this analysis will be provided in a stand-alone report to be included as an appendix to the PER submittal to the City of San Marcos.

### 2.1 Data Collection

RPS will perform a site visit to the Purgatory Creek Improvement project reach in San Marcos to investigate existing and adjacent conditions. LAN will provide copies of proposed channel design and project limits proposed to local and federal agencies, as appropriate, upstream and downstream of the reach. RPS will obtain from LAN and/or other resources the most recent digital data files for LiDAR aerial topography and land use, effective FEMA floodplain models, and other current development and floodplain information as is available. **RPS will review the provided data for completeness regarding the proposed flood study.** Should additional information be required, it will be requested in writing from LAN and reviewed for completeness when received.

Based on the conceptual design prepared by RPS, it is believed that the project will result in impacts to wetlands and other special aquatic sites. Section 404(b)(1) Guidelines requires that a United States Corps of Engineers (USACE) permit cannot be issued if a practicable alternative exists that would have less adverse impact on the aquatic ecosystem (known as the Least Environmentally Damaging Practicable Alternative). The reach is 6100 linear feet, and it is preliminarily proposed that channel improvements be made that include modification of the channel to a top width of 160 feet to 200 feet, bottom width approximately 100 feet to 140 feet, pilot channel for low flows and 4:1 (horizontal to vertical) side slope, and bridge/culvert replacements at Mitchell Street, Jackman Street, Guadalupe Street, LB Street, CM Allen Parkway, and Comal Street. This activity will result in the need to coordinate with the USACE, and ultimately to apply for and secure an Individual Permit (IP) before any work is done. As such, a preliminary data collection design, and all QA/QC data requirements will need to be met for not only Section 404 IP submittal, but also evaluation of preliminary designs as Least Environmentally Damaging Practicable Alternatives. **RPS therefore suggests a preapplication consultation with the USACE be scheduled before collection of data.** In the PER phase to evaluate possible alternative drainage plans in relation to Section 404(b)(1), existing stream drainage banks and centerlines will be needed to be geolocated, all sensitive features will need to be identified and geolocated, and wetlands and other special aquatic sites will need to be delineated. This data will allow the estimation of impacts due to channel modification, bridge/culvert replacement, and all drainage master plan improvements under #679 (#6, #13, #14, #15, and #25), under #477 (#19, and #21), and possible relocation of a wastewater main (waste water master plan #4). This task does not include actual filing and securing the issuance of a Section 404 permit, but is the collection of the baseline data needed for the Client and the USACE to assess improvement designs under Section 404(b)(1). Should additional meetings be required it will be requested as Additional Services with prior authorization.

### 2.2 Biologic Assessment

The proposed project is also a reach of Purgatory Creek identified as potentially involving up to 20 threatened, endangered, or candidate species (surface and sub-surface), and the reach contains 3 critical habitats. **A Biological Assessment is required for projects that are major Federal actions as defined in the National**
Environmental Policy Act (42 U.S.C. 4332(2) (c)). This project would be a federally permitted IP activity under the USACE Section 404, and as such the USACE is required to consult with the United States Fish and Wildlife Service (USFWS) pursuant to 50 CFR 402. It is unlikely that the USACE will determine will not jeopardize any listed species or result in the destruction or adverse modification of any designated critical habitat state without concurrence from USFWS. Therefore consultation with the USFWS on a determination of jeopardy or adverse modification should be undertaken in this PER stage. This will allow solutions to be worked out prior to the structured process mandated by formal Section 7 consultation of Reasonable and Prudent Measures, to minimize incidental take. The USFWS also assists the USACE with the determination to authorize a project. All USACE permits with Section 7 concerns, include special conditions on the permit requiring for compliance with the terms and conditions of the biological opinion and mitigation measures in the letter of concurrence. One informal consultation in this PER phase will be made to evaluate sampling designs and possible alternative drainage plans in relation to Section 7.

This task does not include formal Section 7 consultation, which may be required. Should additional meetings be required it will be requested as Additional Services with prior authorization.

2.3 Archeological Investigation

The San Marcos River and Purgatory Creek have several known archeological sites, including the Zatopec site on Purgatory creek upstream of this project reach, which is stated to have been intermittently occupied throughout the last 10,000 years. The project is locally funded and would take place on land and easements controlled by a political subdivision of the State of Texas. Therefore the Antiquities Code of Texas (ACT) will apply to the project. Federal permitting or consultation under the Clean Water Act and the Endangered Species Act will likely be required and consequently Section 106 of the National Historic Preservation Act (Section 106) will also apply. AmaTerra, as a subconsultant to RPS, proposes to consult with RPS and LAN in complying with the ACT and Section 106 prior to construction. AmaTerra assumes that Area of Potential Effects for the project is limited to the footprint of ground disturbing alterations. See the attached subconsultant scope and fee proposal attached.

2.4 Other/Report

RPS will review requirements of, and coordinate with LAN and the resource agencies concerning development within the action area. We will perform one pre-collection and one post collection site visit with LAN representatives and will meet with LAN to discuss and review regulatory issues, requirements, and proposed site modification to provide direction for the flood study options and investigations. RPS will prepare an Environmental Assessment report with Executive Summary to be included in the Appendix of the draft and final PER for submittal to the City of San Marcos for review and approval.

Work products for this task include:
- Information Evaluation
- Field Data Gathering
- Environmental Assessment Document (Draft/Final)
  - Executive Summary
  - Field Data Inventory
  - Information Evaluation
  - Archeological investigation and report
  - Federal, State, Regional Permitting Authority Coordination
REIMBURSABLE EXPENSES
Miscellaneous expenses including printing, mileage, courier, etc. will be provided for this project and reimbursed by the Client as outlined on the attached effective rate schedule.

GENERAL UNDERSTANDING OF WORK
In preparing this proposal, RPS has made the following assumptions:

- Any additional work not specifically included in the above scope of services will be accomplished as Additional Services per the attached effective rate schedule.
- This proposal does not include the preparation, submittal, processing for approval of an Individual Permit with the Fort Worth USACE.
- No services for obtaining a USACE IP, or design or calculations for any mitigation that might be required by the USACE are included.
- This proposal does not include the preparation, submittal, processing for approval of a Section 7 consultation with the USFWS.
- This proposal does not include the preparation, submittal, processing for approval of a LOMR to the City and/or FEMA.
- This proposal excludes design fees or the preparation of construction plans and specifications.
- The dedication of any easements is not included.
- Review fees and fees associated with permitting, review, and approval will be paid directly by the City and/or LAN.
- Survey work required for the study will be provided in a timely manner upon request. All topography and boundary information will be taken from existing data provided by the City.
- Geotechnical and Structural engineering services are not included.
- Analysis or design of secondary conveyance systems (i.e. storm sewer); or tributary channels unless specifically mentioned in the tasks outlined above are excluded.

FEE ESTIMATE
The total Estimated Fee budget for labor and expenses is $103,964.20. Payments for services of the Engineer will be based on time & materials not to exceed One Hundred Three Thousand, Nine Hundred Sixty-Four Dollars & 20 Cents ($103,964.20). Charges for Basic Services of RPS will be based on payroll costs of salaries and wages times a factor for general overhead and profit of 2.5. This budget represents an estimated maximum; RPS will not exceed the budgeted amount without prior notification and approval by LAN. The budget breakdown is as follows:

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SCHEDULE

The proposed schedule for completion of the tasks is as follows:

Task 1  8 weeks after NTP with receipt of Client provided site data.
Task 2  10 weeks after NTP with receipt of Client provided site data.

At your direction and in an effort to complete this project as soon as possible, RPS will begin work on this project when notified by mail or email of contract signature.

RPS thanks you for this opportunity to provide this proposal and we look forward to working with you and your representatives. If you have any questions or need to discuss any aspect of this proposal, please contact the Project Manager, Thomas Mountz, P.E., D.WRE, CFM at (512) 328-5771 or by email at tom.mountz@rpsgroup.com.

Sincerely,

[Signature]

Nieves C. Alfaro, III P.E.
Department Manager

Attachments:   AmaTerra – Proposal for Archeological Assessment
# Purgatory Creek Design Analysis
San Marcos, Texas
Professional Services Fee Schedule

**Date:** 3/30/2018

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| TOTAL HOURS | 524 | 0 | 92 | 0 | 382 | 48 | 0 | 0 | 0 | 2 |
| TOTAL LABOR COST | | $0 | $21,160 | $0 | $55,390 | $5,760 | $0 | $0 | $180 |
| TOTAL SUBCONTRACTOR | | $16,397.00 | $1,639.70 | $18,036.70 | $3,125.00 | $3,437.50 |
| EXPENSES + 10% | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| TOTAL COST | | $103,964.20 |

Purgatory Creek PER- Cost Estimate 3302018

3/30/2018
Proposal for Archeological Assessment: Purgatory Creek
Improvements in San Marcos
Hays County, Texas

Introduction and Project Understanding

The City of San Marcos (the City) is planning to make improvements to Purgatory Creek from its confluence with the San Marcos River to Johnston Avenue in San Marcos, Hays County, Texas. The total length of the project is about 1.2 miles (1.9 kilometers). The improvements would involve bank modifications, channelization, and a high flow bypass to control flooding. The project is locally funded and would take place on land and easements controlled by a political subdivision of the State of Texas. Therefore the Antiquities Code of Texas (ACT) will apply to the project. Federal permitting or consultation under the Clean Water Act and the Endangered Species Act will likely be required and consequently Section 106 of the National Historic Preservation Act (Section 106) will also apply. AmaTerra proposes to assist the City’s consulting engineer, RPS Group (RPS) in complying with the ACT and Section 106 prior to construction. AmaTerra assumes that Area of Potential Effects for the project is limited to the footprint of ground disturbing alterations.

Proposed Scope Items

Archeological Resources Survey

Following background review and consultation with the Texas Historical Commission (THC), an archeological survey will likely be warranted for the project area. The cultural resources survey would be performed under a state Antiquities Permit. AmaTerra will prepare a permit application and submit it for approval to the Texas Historical Commission. Once a permit has been issued for field investigations, AmaTerra will conduct the field survey in accordance with the THC’s standards. The survey would involve visual inspection and shovel testing at a rate of about one test every 328 feet (100 meters) along both sides of the creek and along the high flow bypass to identify cultural materials and disturbances. It is estimated that up to 45 tests may be excavated as part of the discovery tactic with additional shovel tests excavated in support of archeological site delineation. Located with the floodplain of Purgatory Creek deep alluvial deposits are anticipated. Additionally, sites within the vicinity of the project area contain deeply buried deposits extending to a depth of over eight feet (2.5 meters) below the surface. Thus, backhoe trenching may be used to assess the potential for deeply buried cultural materials within the project area. AmaTerra anticipates excavating up to 10 backhoe trenches within the proposed project area.
Any artifacts that are identified will be recorded in the field then returned to their find location. Archeological sites will be defined at the field crews' discretion within the study area; sites will be assessed for their potential for inclusion as State Antiquities Landmarks (SALs) or listed on the National Register of Historic Places (NRHP). Following field survey, these sites will be submitted to the Texas Archeological Research Laboratory (TARL) for a trinomial.

**Reporting Consultation and Curation**

Following field investigations, AmaTerra will prepare a draft cultural resource survey report that will summarize cultural background data, previous investigations, current investigation findings, and regulatory recommendations. This report will be submitted electronically for review by RPS, revised according to that review, then submitted to the City for final review and approval. Following draft final revision, AmaTerra will submit the report to the THC for regulatory review. AmaTerra will revise the draft final in accordance with any THC comments then provide RPS with a final report. In accordance with antiquities permit requirements, all field-generated documents, forms, and photographs will be prepared and submitted for formal curation.

**Budget**

To complete the work described above, AmaTerra proposes a total project budget of $16,397.00. For a breakdown of costs, see the attached spreadsheet. AmaTerra would bill monthly, based on percentage complete of the total lump sum amount.

**Assumptions**

AmaTerra has prepared this scope of services with the following assumptions. Any deviation from those listed below may be considered supplemental.

1. The project is assumed to extend along Purgatory Creek for about 1.2 miles and include portions of Children's Park. The APE would be limited to the footprint of disturbance.
2. AmaTerra assumes visual inspection and shovel testing with up to 45 tests; and excavation of up to 10 backhoe trenches as needed.
3. The project is locally funded with the potential for federal involvement.
4. Mitigation for adverse effects to Historic Properties and/or SALs is not included.
5. Rights of entry will be acquired by others prior to initiating field survey and all fieldwork will be completed in a single mobilization.
6. AmaTerra assumes timely review of all submittals.
# Purgatory Creek Improvements

**San Marcos, Texas**

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<th>Prefield</th>
<th>Field</th>
<th>Draft Report</th>
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**TOTAL** | $16,397.00 |
EXHIBIT 2

AUTHORIZATION OF CHANGE IN SERVICES
CITY OF SAN MARCOS, TEXAS

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

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

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

Contractor Name

By: ___________________________ Date: ________________

__________________________________________
Printed Name, Title

Approved by:

City of San Marcos:

Date: ______________________

By: ___________________________

__________________________________________
Printed Name, Title

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

Account Number(s): __________________________

Previous Changes in Service:
#_____; date; amount
#_____; date; amount
#_____; date; amount
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<td>PM 140</td>
<td>Engineer 40</td>
</tr>
<tr>
<td>2a Project Meetings (8)</td>
<td>Prin 32</td>
<td>PM 64</td>
<td>Engineer 32</td>
</tr>
<tr>
<td>2b Public Meetings (1)</td>
<td>Prin 8</td>
<td>PM 12</td>
<td>Engineer 8</td>
</tr>
<tr>
<td>3 CDBG-DR Infra. Feasibility Support</td>
<td>Prin 24</td>
<td>PM 40</td>
<td>Engineer 40</td>
</tr>
<tr>
<td>4a Property Ownership Map</td>
<td>Prin 2</td>
<td>PM 8</td>
<td>Engineer 40</td>
</tr>
<tr>
<td>4b Utility Coordination</td>
<td>Prin 1</td>
<td>PM 8</td>
<td>Engineer 16</td>
</tr>
</tbody>
</table>

#### 4c Hydraulic Analysis

- i Review (RPS) | Prin 4 | PM 24 | Engineer 24 | 52 | 7,800 |
- ii Existing Conditions | Prin 4 | PM 40 | Engineer 40 | EIT 8 | 172 | 22,640 |
- iii Split Flow Analysis (Purgatory / Willow) | Prin 12 | PM 40 | Engineer 80 | EIT 24 | 156 | 23,520 |
- iv Proposed Conditions | Prin 24 | PM 40 | Engineer 80 | EIT 40 | 224 | 31,160 |
- v Summarize & Provide Hydraulic Models | Prin 8 | PM 40 | Engineer 80 | EIT 24 | 152 | 19,360 |

#### 4d Permitting

- i FEMA, USEPA, USACE, etc. (RPS) | Prin 4 | PM 40 | Engineer 40 | 84 | 12,360 |

#### 5a Monthly Status Report | Prin 8 | PM 40 | 48 | 9,320 |

#### 5b Preliminary Engineering Report

- i Project definition/scope | Prin 24 | PM 40 | Engineer 16 | EIT 40 | 136 | 19,960 |
- ii Schematic designs | Prin 8 | PM 40 | Engineer 40 | EIT 40 | 128 | 18,320 |
- iii Existing utilities | Prin 8 | PM 8 | Engineer 16 | EIT 24 | 16 | 2,600 |
- iv Hydraulic calculations | Prin 2 | PM 8 | Engineer 24 | EIT 24 | 58 | 6,400 |
- v Environmental and permitting | Prin 4 | PM 16 | Engineer 20 | EIT 20 | 20 | 3,920 |
- vi Existing and proposed easements/ROW | Prin 8 | PM 40 | Engineer 40 | EIT 40 | 128 | 18,320 |
- vii Erosion / sedimentation controls | Prin 4 | PM 8 | Engineer 24 | EIT 52 | 52 | 8,040 |
- viii Engineer’s opinion of probable cost | Prin 16 | PM 40 | Engineer 40 | EIT 40 | 136 | 15,960 |
- ix Utility conflict matrix | Prin 2 | PM 4 | Engineer 40 | EIT 46 | 46 | 6,820 |

Total approximate billing rate: $240 $185 $140 $100 $110 $85 $80 $53,520 $132,460 $72,800 $48,800 $11,440 $25,160 $6,400

### II EXPENSES (e.g. mileage, reprographics, etc.)

- $2,500

### III SUBCONSULTANTS (includes 10% markup)

- RPS h/h support and environmental permitting | $103,964 | $114,360 |

TOTAL: $467,440
EXHIBIT 4
PROJECT SCHEDULE
<table>
<thead>
<tr>
<th>TASK</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
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<tbody>
<tr>
<td>Task 1: Project Management and QA/QC</td>
<td>4</td>
<td>11</td>
<td>18</td>
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<td>Task 2a: Public Meetings</td>
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<td>Task 2b: Project Meetings</td>
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<td>Task 3: CDBG-DR Infra. Feasibility Support</td>
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<td>Task 4a: Property Ownership Map</td>
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<td>Task 4b: Utility Coordination</td>
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<td>Task 4c: Hydraulic Analysis</td>
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<td>Task 4d: Permit Coordination</td>
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<td>Task 5b: Preliminary Engineering Report</td>
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</table>

*approximate weeks for scheduled meetings*
EXHIBIT 5
FEDERALLY REQUIRED PROVISIONS

A. NATIONAL OBJECTIVES
All activities funded with CDGB-DR funds must meet one of the CDBG-DR program’s National Objectives: (a) benefit low- and moderate- income persons; (b) aid in the prevention or elimination of slums or blight; or (c) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Engineer certifies that the activities carried out under this Agreement will meet a National Objective.

B. COPELAND ANTI-KICKBACK ACT COMPLIANCE
The Professional Firm will comply with the requirements of 29 CFR Part 3 (the Copeland Act). The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee -- in any manner -- to give up any part of his/her compensation to which he/she is entitled under his/her contract of employment.

C. CONFLICTS OF INTEREST (24 CFR 570.611; 2 CFR 200.112 AND 200.318(c); 24 CFR 85.35; AND 24 CFR 84.42

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients (funded applicants), is the procurement regulations located at 24 CFR 84.42 and 85.36. The second set of provisions is located at 24 CFR 570.611(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the Professional Firm must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

1) Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:

   a) An employee, officer, or agent of the Professional Firm;
   b) Any member of an employee's, officer's, or agent's immediate family;
   c) An employee's, agent's, or officer's partner; or
   d) An organization which employs or is about to employ any of the persons listed in the preceding sections.

2) Require that employees, agents, and officers of the Professional Firm neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to sub-agreements. However, Professional Firms may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
3) Provide for disciplinary actions to be applied for any violations of such standards by employees, agents or officers of the subrecipient.

With respect to all other CDBG-assisted activities, the general standard is that no employee, agent or officer of the subrecipient, who exercises decision-making responsibility with respect to CDBG funds and activities is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds for the activities. Specific provisions include that:

a) This requirement applies to any person who is an employee, agent, Professional Firm, officer, or elected or appointed official of the City, a designated public agency, or a subrecipient, and to their immediate family members and business partner(s).

b) The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee or subrecipient organization.

c) Upon written request, exceptions may be granted by HUD on a case-by-case basis.

D. CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to the Invitation for Bids, the Professional Firm certifies that at the time of submission, he/she/it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p 235), "Debarment and Suspension".

1) In the event of placement on the list between the time of bid/proposal submission and time of contract award, the bidder/proposer will immediately notify the City.

2) Professional Firm certifies that its subcontractors are not presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

3) Placement of Professional Firm on the federal government's list of suspended, ineligible, or debarred contractors, false certification, or failure to notify City as required may result in City's termination of this Contract for default.

4) Contractor will furnish a copy of the certification in accordance with 24 C.F.R. Part 24 (Debarment and Suspension). The Contractor and all subcontractors will be active and not debarred on the website, www.sam.gov and provide a copy of the certification to the City before the entity performs work under this contract.

The Contractor must ensure that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" and the UAR. Contractor will have each contractor and subcontractor complete a contractor eligibility form in a format that is provided or approved by the City. This form will provide the information necessary to verify contractor eligibility.

E. NON-COLLUSION CERTIFICATION
The Professional Firm certifies that, if a proposal was provided that resulted in a contract, that proposal was made without collusion with any other person, firm or corporation.

F.   BYRD ANTI-LOBBYING AMENDMENT

(31 U.S.C. 1352) Contractors that bid for an award exceeding $100,000 must file the required certification that it will not and has not used Federal appropriated funds to pay any persons or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

G.   SECTION 3 COMPLIANCE

Compliance with Section 3 [These provisions are applicable to projects for which the amount of HUD assistance exceeds $200,000 and the contract or subcontract exceeds $100,000.]

1) The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2) The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment
opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.

6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

7) When required, Contractor shall furnish the City or HUD with satisfactory proof of its compliance herewith.

H. COMPLIANCE WITH RULES AND REGULATIONS

Funding for the Project has been made available by HUD through the CDBG-DR Program. The Professional Firm will comply with all of the applicable uniform administrative regulations related to the application, acceptance and use of federal funds as contained in 2 CPR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Professional Firm is encouraged to obtain the necessary information but failure to do so will not relieve it from compliance with the applicable regulations. The Professional Firm will be responsible for compliance and conformance with applicable federal and state laws, rules, regulations and codes, City permitting requirements, and City ordinances currently in effect. Federal and state laws, rules, regulations and codes include but are not limited to:

a. WORKERS COMPENSATION LAWS:

1) Minimum and maximum salary and wage statutes and regulations, including but not limited to:
   a) Fair Labor Standards Act of 1938, as amended;
   b) Equal Pay Act of 1963, PL 88-38; and
   c) All applicable regulations implementing the above laws;

2) Non-discrimination statutes and regulations, including but not limited to:
   a) Title VII of the Civil Rights Act of 1964, as amended;
   b) Section 504 of the Rehabilitation Act of 1973, as amended;
   c) The Age Discrimination Act of 1975, as amended; and
   d) all applicable regulations implementing the above laws;

3) Licensing laws and regulations;
   a) Compliance with Texas Accessibility Standards ("TAS") and ADA requirements, issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, or other applicable Texas law;

4) Requirements under the Architectural Barriers Act and the Americans with Disabilities Act set forth in 24 C.F.R. Section 570.614;

5) All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C.7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended.

6) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PUB L 94-163, 89 Stat. 871) codified at 42 U.S.C.A. Section 6321 et seq.;
7) National Environmental Policy Act ("NEPA") including Environmental Protection Agency regulations (40 C.F.R. Part 15), applicable HUD regulations set forth in 24 C.F.R. Parts 50 and 58 including authorities cited therein, and National Historic Preservation Act of 1966, including Federal Historic Preservation Regulations (36 C.F.R. Part 800), which require environmental clearance of federal aid projects; and in connection with NEPA requirements, Professional Firm is responsible for the preparation of NEPA documents required for environmental clearance of the Project covered hereunder; G) 24 C.F.R. Section 5.105, including applicable authorities cited therein, as well as applicable provisions of 24 C.F.R. Part 58, including Section 58.5 and applicable authorities cited therein and Section 58.6 and applicable authorities cited therein.

b. **AFFIRMATIVE ACTION - WOMEN-AND MINORITY-OWNED BUSINESSES (W/MBE)**

The Contractor will take all necessary affirmative steps to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources.

iii. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

iv. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

v. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

c. **LABOR STANDARDS**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work
Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

d. **USE OF ASSETS AND ASSET REVERSION**

City assets used by the Contractor during the contract shall be given back to the City at the conclusion of the contract.

e. **PROGRAM INCOME**

The City will accept and report program income to the federal government.

f. **FEDERAL FUNDING AND ACCOUNTABILITY TRANSPARENCY ACT (FFATA)**

Contracts equal to or greater than $25,000 must be entered into the Federal Service Reporting System. Contractor information is needed to complete the compliance reporting for the Federal Funding and Accountability Transparency Act. The Contractor will complete the Federal Funding and Accountability Transparency Act form attached to this Contract.

g. **LOBBYING**

The Contractor hereby certifies that:

(i.) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the
making of any Federal grant, the making of any Federal loan, the entering into of any
cooperative agreement, and the extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or cooperative agreement;

(ii.) If any funds other than Federal appropriated funds have been paid or will be
paid to any person for influencing or attempting to influence an officer or employee of
any agency, a Member of Congress, an officer or employee of Congress, or an
employee of a Member of Congress in connection with this Federal contract, grant,
loan, or cooperative agreement, it will complete and submit Standard Form-LLL,
"Disclosure Form to Report Lobbying," in accordance with its instructions; and

(iii.) It will require that the language of paragraph (d) of this certification be included
in the award documents for all subawards at all tiers (including subcontracts, subgrants,
and contracts under grants, loans, and cooperative agreements) and that all Contractors
shall certify and disclose accordingly:

(iv.) Lobbying Certification
This certification is a material representation of fact upon which reliance was placed
when this transaction was made or entered into. Submission of this certification is a
prerequisite for making or entering into this transaction imposed by section 1352, title
31, U.S.C. Any person who fails to file the required certification shall be subject to a
civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

h. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures
with assistance provided under this Agreement shall be subject to HUD Lead-Based
Paint Regulations at 24 CPR 570.608, and 24 CPR Part 35, Subpart B. Such regulations
pertain to all CDBG-DR-assisted housing and require that all owners, prospective
owners, and tenants of properties constructed prior to 1978 be properly notified that
such properties may include lead-based paint. Such notification shall point out the
hazards of lead-based paint and explain the symptoms, treatment and precautions that
should be taken when dealing with lead-based paint poisoning and the advisability and
availability of blood lead level screening for children under seven. The notice should
also point out that if lead-based paint is found on the property, abatement measures may
be undertaken. The regulations further require that, depending on the amount of Federal
funds applied to a property, paint testing, risk assessment, treatment and/or abatement
may be conducted.

i. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42
U.S.C. 4001), the Contractor shall assure that for activities located in an area identified
by the Federal Emergency Management Agency (FEMA) as having special flood
hazards, flood insurance under the National Flood Insurance Program is obtained and
maintained as a condition of financial assistance for acquisition or construction
purposes (including rehabilitation).

j. HISTORIC PRESERVATION
The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CPR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

k. RELIGIOUS ACTIVITIES

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CPR 570.200G), such as worship, religious instruction, or proselytization. The acquisition, construction, or rehabilitation of structures used for inherently religious activities is not allowable under this program.

l. COPYRIGHT

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

m. EQUAL EMPLOYMENT OPPORTUNITY

Victory Gardens
Bicentennial Park
Childrens Park
Purgatory Creek
San Marcos River
Purgatory Creek
San Marcos River
Dunbar Park
Willow Springs Creek

LEGEND
PROJECT AREA
CREEK CENTERLINES
10ft CONTOURS
2009
EXISTING 100YR FLOODPLAIN

This map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure where survey data is available and field locations have been established.

Lockwood, Andrews & Newnam Inc. makes no representations or warranties regarding accuracy or completeness of the information depicted on this map or the data from which it was produced.
AGENDA CAPTION:
Consider approval of Resolution 2018-92R, approving the award of a contract to Denbow Company, Inc. for services to reroute storm water run-off from residential areas to Coers Creek for an amount estimated at $1,690,365.03; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: June 5, 2018

Department: Capital Improvements - Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $1,690,365.03
Account Number: C597
Funds Available: $1,700,000
Account Name: Coers Drive Improvements

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Stormwater
Goal #5 Maintain & Improve City's Infrastructure
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Background Information:

In 2015, the City asked Halff Associates to investigate the storm water runoff associated with the Old Ranch Road 12 Bike/Pedestrian and Widening project. It was determined that there will be a negligible increase in runoff associated with the road widening; however the Coers Drive area was a known area with drainage issues. Since a portion of the RR12 project drains to Coers Drive, the design engineer investigated the current drainage on Coers and determined a large amount of run-off crosses through residential lots. The Coers Drainage Project will capture the run-off at Old Ranch Road 12 and re-route it around the residential lots into the existing creek behind Coers Drive. Due to the large size of the box culvert required to convey the storm water, the water and sewer must be replaced as well. The final scope of work includes the installation of 5’ x 3’ storm drain culverts; replace 1,300 LF of wastewater main and 1,400 LF of water main on Coers Drive, from Old Ranch Road 12 to Owens Street. The scope also includes the installation of a 5’ sidewalk and a water quality system.

The construction of Coers will be completed in early 2020 in advance of the Old Ranch Road 12 Bike/Pedestrian and Widening project, which is scheduled to start in 2022.

On April 12, 2018 the City received a total of eight (8) bids for the Project in accordance with City Purchasing Policy and statutory requirements for sealed competitive bids. Bids were evaluated by City staff as well as design engineer Travis Michel, P.E. of LAN, Inc. Mr. Michel recommends award to the lowest responsible responsive bid, Denbow Company, Inc., in the amount of $1,690,365.03.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of a construction contract with Denbow Company
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT TO DENBOW COMPANY, INC. FOR SERVICES TO REROUTE STORM WATER RUN-OFF FROM RESIDENTIAL AREAS TO COERS CREEK FOR AN AMOUNT ESTIMATED AT $1,690,365.03; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a contract to Denbow Company, Inc for services to reroute storm water run-off from residential areas to Coers Creek in the estimated amount of $1,690,365.03 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
## BID TABULATION
Coers Drive Drainage Improvements
April 12, 2018, at 2:00 P.M.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Total Bid</th>
<th>Bid Bond</th>
<th>SBQ</th>
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<tbody>
<tr>
<td>Denbow Company, Inc.</td>
<td>$1,690,365</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Dripping Springs, Texas</td>
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<tr>
<td>Harper Brothers Construction, LLC</td>
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<td>Yes</td>
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<tr>
<td>Smith Contracting Company, Inc.</td>
<td>$2,110,459.55</td>
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<tr>
<td>Austin Underground, Inc.</td>
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<td>Lago Vista, Texas</td>
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<td>Qro Mex Construction, Inc.</td>
<td>$2,367,451.10</td>
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<td>Cox Commercial Construction</td>
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<td>Yes</td>
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<td>Austin, Texas</td>
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<td></td>
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<tr>
<td>D Guerra Construction</td>
<td>$2,546,680.90</td>
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<tr>
<td>Underground Water Solutions Co.</td>
<td>$2,141,897.85</td>
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<td>Elgin, Texas</td>
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WITNESSED BY: [Signatures]

[Handwritten signatures]
April 27, 2018

Shaun Condor, PE, PMP
Capital Improvements/Engineering
City of San Marcos
630 E Hopkins
San Marcos, TX 78666

Via email: SCondor@sanmarcostx.gov

RE: Coers Dr. Drainage Improvements - Recommendation for Construction Award

Dear Mr. Condor,

The City of San Marcos opened bids for the Coers Dr. Drainage Improvements project (IFB No. 218-012) on April 12, 2018. A total of eight (8) bids were received. The final tabulation of bids is attached. A summary of the eight bids is provided below:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BID</th>
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<tr>
<td>Denbow Company, Inc.</td>
<td>$1,690,365.03</td>
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<td>Austin Underground, Inc.</td>
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<td>M.A. Smith Contracting Company, Inc.</td>
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<td>Underground Water Solutions, Co.</td>
<td>$2,141,897.85</td>
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<tr>
<td>Cox Commercial Construction, LLC</td>
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<td>Harper Brothers Construction, LLC</td>
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<td>Qro Mex Construction Co., Inc.</td>
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</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$2,546,680.90</td>
</tr>
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LAN performed a due diligence review of the bid information provided, confirmed the bid amounts and checked references for the apparent low bidder, Denbow Company, Inc. has completed projects of similar size and scope, and is available to complete the project within the specified schedule. Therefore, LAN recommends that the contract for construction of the Coers Dr. Drainage Improvements project be awarded to the lowest responsive bidder, Denbow Company, Inc.

Please contact me at TMMichel@lan-inc.com or 512-396-4040 should you have any questions or need any further information.

Sincerely,

Travis M. Michel, P.E.
Sr. Project Manager

Attachments:
1. Official Bid Tabulation
<table>
<thead>
<tr>
<th>No.</th>
<th>Spec Reference</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
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<td>Preparing Right of Way</td>
<td>SF</td>
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<td>Remove P.C. Concrete Curb</td>
<td>LF</td>
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<td>1045-C</td>
<td>Remove P.C. Concrete Sidewalks and Driveways</td>
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<td>1045-G</td>
<td>Remove Miscellaneous P.C. Concrete (Heads)</td>
<td>1 LS</td>
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<td>Steel Excavation, Plan Quantity</td>
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<td>Flexible Base (6 Inches) at 146 Coers Dr</td>
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<td>Removed and Installed Metal Fencing, Ornamental Railings and Siderail</td>
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<td>7.0638</td>
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<td>13</td>
<td>4145-C</td>
<td>Storm Drains, Sumps, Baffles, Wet Weather Pits or Void Spaces Under Driveways and Sidewalks, 0.25 Inch Diameter</td>
<td>LF</td>
<td>52.88</td>
<td>$10,973.47</td>
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Total amount: $117,640.00
### BID TABULATION

#### 70
**S10-AW2B**
- LF 9,816.43
- 340.23
- Removing and Relocating Existing 6 Ft. x 10 Ft. Chain Link

#### 71
**S10-JR 12" and Smaller**
- EA 3,673.65
- 11,020.95
- Relocating, Extending and Extending F, Chain Link Fence (Lift Station, Complete to Place)

#### 72
**Luko**
- Ton 5,061.21
- 5,061.21
- Concrete Fencing (Typical Application—High Damage Potential)

#### 73
**S10-SGRW-W 1" Dia**
- EA 649.60
- 1,948.90
- 1" Dia. Short Water Service Relay

#### 74
**S10-LGRS-W 1" Dia**
- EA 812.21
- 812.24
- 1" Dia. Long Water Service Relay

#### 75
**S10-LGRS-DW 1" Dia**
- EA 728.50
- 9,816.43
- 1" Dia. Short Water Service Relay - Dual

#### 76
**S10-LGRS-DW 1" Dia**
- EA 996.04
- 996.08
- 1" Dia. Long Water Service Relay - Dual

#### 77
**S10-JUS-W 1" Dia**
- EA 730.50
- 730.55
- 1" Dia. Long Water Unrelated Service

#### 78
**S10-SSLW-W 6" Dia**
- EA 672.12
- 6,432.72
- 6" Dia. Short Sanitary Sewer Service, PVC ASTM D 2241 LN

#### 79
**S10-SSLW-W 6" Dia**
- EA 783.74
- 5,498.84
- 6" Dia. Long Sanitary Sewer Service, PVC ASTM D 2241 LN

#### 80
**SP9-1WCC**
- EA 1,493.64
- 4,526.40
- Dam Lock/Existing Dam Lock and Install New Dam Lock, complete to place

#### 81
**S11-AW2**
- EA 711.07
- 711.07
- Valves, Concrete Iron Receptacle AAW2-AW2-CUS Valve Gate, 2" Diameter

#### 82
**S11-AW8**
- EA 1,863.12
- 9,419.60
- Valves, Concrete Iron Receptacle AAW8-AW8-CUS Valve Gate, 4" Diameter

#### 83
**S11-B5**
- EA 4,790.78
- 19,093.12
- Fire Hydrant w/6" Gage Valve

#### 84
**595x3c**
- LF 252.26
- 228,495.04
- Precast Concrete Box Culverts (5'7" X 3' FT)

#### 85
**591-A**
- EA 130.27
- 21,640.00
- Dry Rock Rips (C56, 24")

#### 86
**602-D**
- SY 4.36
- 8,711.28
- Grate Slotting

#### 87
**603-B**
- EA 340.23
- 1,701.15
- Planting, Tree All Types - 2" Caliper

#### 88
**603-D**
- LS 8,184.13
- 8,184.13
- Impaction System (Temporary)

#### 89
**601-A**
- EA 2,518.43
- 5,415.50
- Protective Fencing Type A Chain Link Fence (Typical Application—High Damage Potential)

#### 90
**601-R**
- EA 437.96
- 7,883.28
- Removal of Existing Trees

#### 91
**640-B**
- LF 96.86
- 96.87
- Stormwater Block Wall (24" x 24" x 38")

#### 92
**640-B**
- SF 44.60
- 44,800.00
- Mortared Rock Wall (7" x 12" x 24") (Chamfer)

#### 93
**SP4405-123-Coors Drive**
- LF 39.04
- 3,904.00
- Mortared Rock Wall - Match Existing (123 Coors Drive)

#### 94
**682-C**
- EA 102.15
- 6,340.40
- Fiber Curb Inlet Protection (New Inlet)

#### 95
**695-B**
- EA 31.25
- 215.00
- Stone Riprap (30 Tons, 3"")

#### 96
**641**
- EA 1,952.13
- 1,952.13
- Sheet Pile Construction Embankment

#### 97
**642**
- EA 2,898.00
- #5 Fencing for Erosion Control

#### 98
**7025-A-A**
- LF 64.34
- 1,286.80
- Removing and Replacing Existing 4 Ft. Chain Link Fence (Lift Station, Complete to Place)

#### 99
**7025-A-B**
- LF 64.34
- 5,217.00
- Removing and Replacing Existing 10 Ft. Chain Link Fence (Lift Station, Complete to Place)

#### 100
**7025-A-CA**
- LF 64.34
- 5,217.00
- Removing and Replacing Existing 12 Ft. Chain Link Fence (Lift Station, Complete to Place)

#### 101
**7025-A-L**
- LF 64.34
- 5,217.00
- Removing and Replacing Existing Security Fence (Lift Station)

#### 102
**7025-A-ns**
- EA 505.90
- 505.95
- Removing and Replacing Existing 4 Ft. to 10 Ft. Chain Link Pedestrian Gate (117 Coors Drive)

#### 103
**7025-B-ns**
- EA 384.40
- 384.40
- Removing and Replacing Existing 2 Ft. to 6 Ft. Chain Link Pedestrian Gate (Lift Station)

#### 104
**7025-C-S**
- EA 617.49
- 617.49
- Installing New Handrail Structures - Valley Guard Pile In No Parking Zones

#### 105
**805-C-SP**
- EA 580.07
- 1,960.14
- C.I.P. Project Sign

#### 106
**803-8-MY**
- MC 2,138.30
- 42,787.00
- Barcaddles, Signs and Traffic Handling

#### 107
**826**
- EA 572.16
- 7,128.00
- Traffic Sign

---

**Coors Dr. Drainage Improvements Project - BID TABULATION**

**BID DATE: 04/12/2018**

---

**LAN, Inc**

4/27/2018
<table>
<thead>
<tr>
<th>No.</th>
<th>Spec Reference</th>
<th>Unit Description</th>
<th>Unit Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>BS15-EW</td>
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<td>BS15-EV</td>
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<td>1370 LF</td>
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<td>640 LF</td>
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<td>123</td>
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<td>BS15000</td>
<td>Modular Subsurface Flow Wetland System - Complete in Place</td>
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</table>

**TOTAL BID:** $1,680,385.03

*Total dollar amount for bid item No. 122 - "Asbestos Cement Pipe Removal, Transportation, and Disposal" was corrected from Austin Underground's bid schedule. Total bid amount increased by $20,520 from the original bid.*

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**BID TABULATION**

**BID DATE:** 04/12/2018

**PAGE 4 OF 4**

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**L&N Inc.**

4/27/2018
AGENDA CAPTION:
Consider approval of Resolution 2018-93R, approving the award of a Construction Contract to Cox Commercial Construction, LLC., for the Victory Gardens Neighborhood Improvements Project for the estimated amount of $8,260,891.20; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: June 5, 2018

Department: Capital Improvements - Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $8,260,891.20
Account Number: C281
Funds Available: $13,000,000
Account Name: Victory Gardens Subdivision Improvements

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Choose an item.
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☒ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
The scope of work for this Project includes the complete installation of all new water, drainage and wastewater lines, and either a full reconstruction or mill/overlay of all streets within project limits as well as 5’ concrete connectivity throughout. This Project also includes the addition of three (3) rain gardens. The Engineer and Owner have estimated the cost for construction of this Project to be approximately $10,716,497.07

On April 26, 2018 the City received eight (8) sealed bids in accordance with the City’s Purchasing Policy as well as state statutes. Bids were reviewed and evaluated by City Staff as well as design engineer Carl Bain. After evaluation, award is recommended to the lowest responsible responsive bidder, Cox Commercial Construction, LLC, for the amount of $8,260,891.20.

The project is expected to begin construction in June and be completed in approximately 2 years. Prior to starting construction and neighborhood meeting will be held to introduce the contractor, discuss schedule and answer resident questions.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends award of the construction contract to Cox Commercial Construction, LLC
RESOLUTION 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO COX COMMERCIAL CONSTRUCTION, LLC, FOR THE VICTORY GARDENS NEIGHBORHOOD IMPROVEMENTS PROJECT FOR THE ESTIMATED AMOUNT OF $8,260,891.20; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The award of a construction contract to Cox Commercial Construction, LLC, for the Victory Gardens Neighborhood Improvements Project for the estimated amount of $8,260,891.20 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 5th day of June 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
## BID TABULATION
### Victory Gardens Subdivision Improvements
April 26, 2018, at 2:00 P.M.

**IFB 218-016**

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Total Bid</th>
<th>Addenda 1,2,&amp;3</th>
<th>Bid Bond</th>
<th>SBQ</th>
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<tr>
<td>Cox Commercial</td>
<td>$8,260,891.20</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<tr>
<td>Austin, Texas</td>
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<tr>
<td>MA Smith Contracting Co, Inc.</td>
<td>$8,938,703</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<tr>
<td>Austin, Texas</td>
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<tr>
<td>Capital Excavation Co.</td>
<td>$9,316,078.29</td>
<td>YES</td>
<td>YES</td>
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<td>Austin, Texas</td>
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<td>Harper Brother Construction</td>
<td>$9,806,716.90</td>
<td>YES</td>
<td>YES</td>
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<tr>
<td>San Antonio, Texas</td>
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</table>

WITNESSED BY: [Signature] [Signature]
May 9, 2018

Mr. Rey Garcia, P.E.
City of San Marcos
630 E. Hopkins
San Marcos, TX 78666

Re: Victory Gardens Subdivision Improvements-North Section Recommendation of Award

Dear Mr. Garcia:

Please see below regarding the bid results and contractor recommendation.

Bid Results:

Attached is the detailed Bid Tabulation for the four lowest bids received April 26, 2018 for the referenced project. When considering all items the lowest bid received was from Cox Commercial Construction, LLC ($8,260,891.20), followed by M.A. Smith Contracting Company, Inc. ($8,938,703), Capital Excavation Company ($9,316,078.29), and Harper Brothers Construction ($9,806,716.90). The detailed Bid Tabulation was prepared using the estimated quantity in each bid multiplied by the unit price submitted by each bidder.

Background:

Victory Gardens Subdivision Improvements-North Section is a relatively large project involving the total reconstruction or mill and overlaying of numerous streets along with pertinent concrete flat work (i.e. sidewalks, curb and gutter, etc.). Water, wastewater, and storm sewer utilities will be improved and replaced. Traffic signals will be added to the intersection of Roosevelt St. and Guadalupe St. Electrical and telecommunication conduits along with decorative light poles will be added along Patton St. from Roosevelt St to the existing railroad. Finally, the construction of three rain gardens at the end of Arizona St., Georgia, St, and Wavell St. will be done. The contractor selected must have a thorough knowledge of these elements in order to ensure success. Therefore, contractor references were checked carefully considering experience with project of comparable size and scope.

Contractor Qualifications:

The low bidder (Cox Commercial Construction, LLC) provided multiple references comparable to Victory Gardens Subdivision Improvements-North Section in size (> $5,000,000) and scope including roadway widening, utilities, and paving. References were successfully contacted and confirmed Cox Commercial Construction, LLC’s experience and qualifications.
Contractor Recommendation:

Based on the information received, we recommend award of a contract for the referenced project to Cox Commercial Construction, LLC for the Bid Amount of $8,260,891.20 which will include all bid items.

Please contact me if you have any questions about this recommendation.

Sincerely,

[Signature]

Carl Bain, P.E. | Vice-President
Bain Medina Bain, Inc.
Engineers & Surveyors
HUB, SBE, WBE, TxDOT Pre-Certified Firm
TBPSE Registered Firm Engineering Number: F-1712
TBPLS Firm Surveying Number: 10020900
cbain@bmbi.com

Attachment: Victory Gardens North Subdivision Itemized Bid Tabulation
<table>
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<tr>
<th>Item No</th>
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**DIVISION B: DRAINAGE**

- **Division B Subtotal:** $2,424,838.00

**DIVISION C: WATER**

- **Division C Subtotal:** $3,000,000.00

**Total:** $7,600,000.00
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<th>Unit</th>
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<th>Price</th>
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**DIVISION C: WASTEWATER**

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**DIVISION D: UNDERGROUND ELECTRICAL**

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*All Primary/Communication Bends, Risers, and Caps Shall Be Submittal to the Contractor. 2.500 ft pulling tape/hole tape to be installed with conduit.

**DIVISION E: TRAFFIC SIGNALS**

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**DIVISION F: GARDEN GARDENS**

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*All Primary/Communication Bends, Risers, and Caps Shall Be Submittal to the Contractor. 2.500 ft pulling tape/hole tape to be installed with conduit.*
<table>
<thead>
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Grand Total: $4,116,703.70

*All plants to be provided by the City of San Marcos.
AGENDA CAPTION:
Consider approval of Resolution 2018-94R, approving the change of the Fuel Flowage Fee rate for the San Marcos Regional Airport from 4% of the cost of fuel delivered to $0.09 per gallon of fuel delivered; and declaring an effective date.

Meeting date: June 5, 2018

Department: San Marcos Regional Airport

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:

Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
N/A
Choose an item.
Choose an item.

Comprehensive Plan Element (s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☒ Economic Development - Promote & Support Potential of San Marcos Municipal Airport
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
**Background Information:**
The current adopted fuel flowage fee for the airport is 4% of the cost of fuel delivered to FBOs (Fixed Base Operators - commercial operators who sell aviation fuel to the public). Both fuel providers, Berry Aviation and Redbird Skyport, have requested the rate be changed to a flat fee to be more consistent with other airports in Texas. Texas Aviation Partners reviewed fuel flowage fees at surrounding airports and determined that $0.09 per gallon of fuel delivered was an appropriate rate. (For reference, Austin Bergstrom's fee is $0.10 per gallon and New Braunfels' fee is $0.07 per gallon.)

A flat fee allows an FBO to more accurately predict future costs and allows San Marcos Regional Airport to be more competitive with nearby airports.

**Council Committee, Board/Commission Action:**
N/A

**Alternatives:**
N/A

**Recommendation:**
Texas Aviation Partners recommends approval.
RESOLUTION NO. 2018-  R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE CHANGE OF THE FUEL FLOWAGE FEE FOR THE SAN MARCOS REGIONAL AIRPORT FROM 4% OF THE COST OF FUEL DELIVERED TO $0.09 PER GALLON OF FUEL DELIVERED; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The City approves the change of the Fuel Flowage Fee for the San Marcos Regional Airport from 4% of the cost of fuel delivered to $0.09 per gallon of fuel delivered.

PART 2. This resolution shall be in full force and effect from and after its passage.

ADOPTED on June 5, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
### San Marcos Regional Airport Fuel Flowage Comparison
**Existing 4% Fee vs. Proposed $0.09 Per Gallon**

#### BERRY AVIATION

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<tr>
<th>Month</th>
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<th>Jet A</th>
<th>4% Fee (Actuals/Paid Quarterly)</th>
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**TOTAL** | $65,048.22 | $77,506.02

#### REDBIRD SKYPORT

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**TOTAL** | $35,665.29 | $42,063.93
AGENDA CAPTION:
Consider approval of Resolution 2018-95R, approving a subordination agreement with Goldman Sachs Mortgage Company and JPMorgan Chase Bank that subordinates the City’s Deed of Trust lien against the Embassy Suites Hotel Property securing a note in the principal amount of $1,500,000 to the lien of such entities securing their loan to JDHQ Hotels, LLC. (a subsidiary of Atrium Hospitality) for the purchase of the hotel from JQH-San Marcos Development (a subsidiary of John Q. Hammons Hotels and Resorts); authorizing the City Manager to execute the subordination agreement on behalf of the City; and declaring an effective date.

Meeting date: June 5, 2018

Department: Administration

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action Click or tap here to enter text:

City Council Strategic Initiative: [Please select from the dropdown menu below]
City Facilities
Choose an item.

Choose an item.

Comprehensive Plan Element (s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☒ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
In April of 2018, the City of San Marcos received notice that John Q. Hammons was selling their portfolio of hotels, including their interest in the Embassy Suites Hotel, to Atrium Hospitality group. Atrium Hospitality has an extensive nationwide portfolio of hotels. JDHQ Hotels, LLC is the subsidiary of Atrium Hospitality that will be assuming the interest in and will be the owner of the San Marcos property. City staff has met with representatives of the company and are very encouraged by their hotel operating experience and excitement in taking over this property.

There are two agenda items for consideration in connection with the sale of the San Marcos property from JQH-San Marcos Development (a Hammons subsidiary) to JDHQ Hotels (Atrium). The first item is for consideration of approval of a Subordination Agreement with Goldman Sachs Mortgage and JP Morgan Chase Bank. These two entities are the lenders financing the purchase of the San Marcos property by JDHQ Hotels. The second item is for consideration of approval of a Loan Assignment and Assumption Agreement.

Subordination: As part of the original transaction with JQH (Hammons), the City has a deed of trust lien on the Embassy Suites Hotel property that secures a note in the amount of $1.5 million. The amount due under the note is forgivable as long as there are no defaults under the terms of the Conference Center Lease Agreement or related loan documents through the year 2026. As part of the original transaction, the City’s lien was subordinated to the first lien of Metropolitan National Bank. Goldman Sachs Mortgage and JP Morgan Chase Bank are now providing a loan to JDHQ Hotels (Atrium) in the amount of $63 million to finance the purchase of the San Marcos property from JQH (Hammons). JDHQ Hotels and its lenders are asking the City to subordinate the City’s $1.5 million lien to the lien of Goldman Sachs Mortgage and JP Morgan Chase Bank securing their loan to JDHQ Hotels.

Loan Assignment and Assumption: As part of the original transaction for development of the Embassy Hotel and Conference Center, JQH (Hammons) entered into various agreements with the City, including a Chapter 380 Economic Development Grant and Loan Agreement, a Note and Deed of Trust. Collectively,
these loan agreements secure the $1.5 million loan from the City to JQH and establish performance obligations for JQH in relation to operation of the Hotel and Conference Center. The Loan Assignment and Assumption Agreement assigns the obligations of JQH under the various loan agreements over to JDHQ (Atrium). The City’s consent to the Loan Assumption and Assignment is necessary to allow JDHQ to step into the shoes of JQH and continue to operate the Hotel and Conference Center without interruption. The agreement provides that JDHQ will assume all of the duties and obligations under the original loan agreements, as amended from time to time.

**Council Committee, Board/Commission Action:**
Click or tap here to enter text.

**Alternatives:**
Click or tap here to enter text.

**Recommendation:**
City staff recommends approval of both JDHQ Hotels, LLC agenda items.
SUBORDINATION AGREEMENT

Property Commonly Known As
The San Marcos Embassy Suites

This SUBORDINATION AGREEMENT (this “Agreement”) is made as of ________ , 2018, between THE CITY OF SAN MARCOS, TEXAS, a municipal corporation of the State of Texas (“Landlord”) and GOLDMAN SACHS MORTGAGE COMPANY and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with their respective successors and assigns, collectively, “Lender”).

RECITALS

A. The Landlord and JQH - San Marcos Development, LLC, a Missouri limited liability company (together with its successors and assigns, the “Original Lessee”), have entered into that certain Conference Center Lease Agreement, dated as of September 10, 2007 (the “Lease”). Lessee has transferred its interest in the Lease to JDHQ HOTELS LLC, a Delaware limited liability company, whose address is 2398 East Camelback Road, Suite 1000, Phoenix, Arizona 85016 (“Purchaser”). Landlord executed that certain Conference Center Lessor Estoppel, as of April 17, 2018 for the benefit of Purchaser and Lender (the “Estoppel”).

B. Original Lessee entered into that certain Deed of Trust (so called herein) dated as of January 17, 2007 in favor of Landlord, recorded at Volume 3109, Page 365 of the Real Property Records of Hays County, Texas, and evidenced by that certain Financing Statement recorded at Volume 3109, Page 383 of the Real Property Records of Hays County, Texas, to secure the payment and performance of the obligations described in said Deed of Trust, including, without limitation, the terms of that certain Deed of Trust Note dated July 15, 2005 by John Q. Hammons, as Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, in the original principal amount of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) as said note has heretofore been modified and amended, (said lien and security interests created under the Deed of Trust being herein collectively the “City Lien”).

C. Purchaser is mortgaging its interest in the Lease to Lender pursuant that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the “Mortgage”) dated as of May 17, 2018, by Purchaser, as grantor to DAVID M. RATCHFORD, an individual, having an address at 601 Travis Street, Suite 1875, Houston, TX 77002, as trustee, in trust of the benefit of Lender to secure debt in the amount of $63,000,000 (the “Loan”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby agree as follows:

AGREEMENT

Landlord does hereby agree to subordinate and make inferior the City Lien to the lien held by Lender on Tenant’s hotel in San Marcos, Texas, and no other property, pursuant to the Mortgage. It is hereby expressly acknowledged that the Mortgage is paramount and superior to the City Lien.
2. Lender hereby represents to Landlord that the Mortgage creates a lien on Tenant’s hotel property in San Marcos, Texas, currently known as the San Marcos Embassy Suites, and no other property.

3. Landlord and Lender acknowledge and agree as follows: (i) so long as any portion of the Loan remains outstanding, Landlord shall not demand payment under or seek foreclosure of the City Lien, except with the prior written consent of Lender, and acknowledges that any such exercise without the prior written consent of Lender is an event of default under the Loan entitling Lender to foreclose on the Mortgage (for the avoidance of doubt, the foregoing clause (i) shall not affect Landlord’s rights pursuant to the terms and conditions of the Lease, including, but not limited to, its exercise of remedies, under the Lease); (ii) Landlord will accept the exercise of rights by Lender under the City Lien (including a cure of any default thereunder) as if they had been exercised by Purchaser; (iii) the Landlord shall not, directly or indirectly, transfer, pledge or assign the City Lien or any of the rights or beneficial, economic or other interests of Landlord therein to any Person; (iv) the terms of the City Lien will not be amended or otherwise modified in any respect without the consent of Lender, which consent may be withheld in Lender’s sole discretion; (v) a copy of all notices with respect to the City Lien delivered by Landlord to Tenant shall be promptly delivered to Lender; (vi) Landlord shall give prompt notice to Lender of any default under the City Lien; (vii) the Mortgage may be extended and modified without notice to Landlord and that any such extension or modification will not affect the priority of the Mortgage or this subordination of the City Lien to the Mortgage; (viii) so long as any portion of the Loan remains outstanding, Landlord shall not initiate any bankruptcy or similar proceeding in respect of Tenant; (ix) upon any insolvency of Tenant or the commencement of any bankruptcy or similar proceeding by or against the Tenant, Landlord shall cooperate with Lender in any action for the liquidation, composition, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any of the Loan or the City Lien, or the application of the assets of Tenant to the payment or liquidation thereof to make elections with respect to the assets of Tenant, including, without limitation, elections with respect to any proposed plan of reorganization; (x) Lender agrees that upon any insolvency of Tenant or the commencement of any bankruptcy or similar proceeding by or against the Tenant, Landlord shall cooperate with Lender in any action for the liquidation, composition, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any of the Loan or the City Lien, or the application of the assets of Tenant to the payment or liquidation thereof to make elections with respect to the assets of Tenant, including, without limitation, elections with respect to any proposed plan of reorganization; (xi) Landlord hereby further agrees that it shall not take any action in bad faith, to frustrate, delay or hinder the recovery or payment of Lender under the Loan. Furthermore, Landlord consents to, and agrees that in the future it shall consent to and shall not object to or take any other action to oppose any motion or request seeking (1) relief for Lender against any stay or injunction therein against collection of the Loan, including, but not limited to, any motion made by or on behalf of Lender therein to lift such stay or injunction for the purposes of foreclosing the Mortgage and (2) use of cash collateral pledged in favor of Lender. Notwithstanding anything to the contrary contained in the Estoppel, any transfer of the Lease or the equity interest in Purchaser, as applicable, by Lender (or anyone whose title derives directly or indirectly from a Lender, including a purchaser at any foreclosure sale) following the acquisition of the Lease or such equity interest through foreclosure or assignment in lieu of foreclosure, shall be subject to the terms and provisions of Section 7.1(a) of the Lease.

4. Notices. Any notice, communication, request or other document or demand required or permitted under this Agreement with respect to Landlord or Lender shall be in writing.
and shall be deemed delivered on the earlier to occur of (i) receipt or (ii) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to (or to such other addresses as such party may hereafter designate by written notice to Lessor):

If the case of the Lender:

Goldman Sachs Mortgage Company
Attention: General Counsel
200 West Street
New York, NY 10282

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza
New York City, NY 10006
Attention: John V. Harrison
Email: jharrison@cgsh.com

JPMorgan Chase Bank, National Association
383 Madison Avenue
New York, New York 10179
Attention: Thomas Nicholas Cassino

JPMorgan Chase Bank, National Association
383 Madison Avenue
New York, New York 10179
Attention: Nancy Alto

In the case of the Landlord:

Attn: City Manager
City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Telephone: (512) 393-8100
Facsimile: (512) 396-4656

With a copy to:

Attn: City Attorney
City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Telephone: (512)393-8000
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

3. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Lessor and delivered to the Lender.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the parties hereto have caused this Subordination Agreement to be duly executed and delivered as of the day and year first above written.

LANDLORD:

THE CITY OF SAN MARCOS, TEXAS, a municipal corporation of the State of Texas and a home rule city,

By: ______________________________
    Name: __________________________
    Title: ___________________________
ACKNOWLEDGMENTS

STATE OF ___________ )
             : ss.: 
COUNTY OF ___________ )

On the _____ day of ___________ in the year 2018, before me, the undersigned, personally appeared ________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.
LENDER:

GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership

By: ________________________________
   Name: ____________________________
   Title: ____________________________
ACKNOWLEDGMENTS

STATE OF _____________)

: ss.:  
COUNTY OF _____________  )

On the _____ day of _____________ in the year 2018, before me, the
undersigned, personally appeared ______________, personally known to me or proved to me
on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by his
signature on the instrument, the individual, or the person upon behalf of which the individual acted,
executed the instrument.
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States

By: ______________________________
Name: __________________________
Title: ___________________________
STATE OF ______________ )

: ss.: 

COUNTY OF ______________  )

On the _____ day of ______________ in the year 2018, before me, the
undersigned, personally appeared ______________, personally known to me or proved to me
on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by his
signature on the instrument, the individual, or the person upon behalf of which the individual acted,
exeected the instrument.
JQH - SAN MARCOS DEVELOPMENT, LLC
300 John Q. Hammons Parkway, Suite 900
Springfield, Missouri 65806

City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Telephone: (512) 393-8100
Facsimile: (512) 396-4656
Attn: City Manager

City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Telephone: (512) 393-8100
Facsimile: (512) 396-4656
Attn: City Attorney

RE: Transfer of Embassy Suites, San Marcos, TX (the “Property”)

To Whom It May Concern:

JQH - San Marcos Development, LLC (“Assignor”) intends to transfer its interest in the Property to JDHQ Hotels LLC. In connection therewith please find attached the below documents.

1. Lessor Consent to that Certain Assignment and Assumption of Conference Center Lease Agreement
2. Assignment and Assumption of Conference Center Lease Agreement (for reference only, no signature required)
3. Conference Center Lessor Estoppel
4. Consent to that Certain Assignment and Assumption of Master Development Agreement
5. Assignment and Assumption of Master Development Agreement (for reference only, no signature required)
6. Estoppel Certificate (for Master Development Agreement)
7. Corrective Memorandum of Lease for Conference Center Lease Agreement
8. Release of Lien

At your earliest convenience, please execute the documents listed above, as applicable, and return the original signed documents to Kirkland & Ellis LLP, 300 N LaSalle, Chicago, IL 60654, Attn: Michael Shultz. If you have any questions or comments, please contact Michael Shultz of Kirkland & Ellis LLP at (312) 862-2833 or michael.shultz@kirkland.com. Thank you.

Sincerely,

JQH - San Marcos Development, LLC

KR 53005647.1
RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A SUBORDINATION AGREEMENT WITH GOLDMAN SACHS MORTGAGE COMPANY AND JPMORGAN CHASE BANK THAT SUBORDINATES THE CITY’S DEED OF TRUST LIEN AGAINST THE EMBASSY SUITES HOTEL PROPERTY SECURING A NOTE IN THE PRINCIPAL AMOUNT OF $1,500,000 TO THE LIEN OF SUCH ENTITIES SECURING THEIR LOAN TO JDHQ HOTELS, LLC (A SUBSIDIARY OF ATRIUM HOSPITALITY) FOR THE PURCHASE OF THE HOTEL FROM JQH-SAN MARCOS DEVELOPMENT (A SUBSIDIARY OF JOHN Q. HAMMONS HOTELS AND RESORTS); AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBORDINATION AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The City Council of the City of San Marcos hereby approves the Subordination Agreement attached hereto.

PART 2. The City Manager is authorized to execute the Subordination Agreement on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on June 5, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
AGENDA CAPTION:
Consider approval of Resolution 2018-96R, approving a loan assignment and assumption agreement between the City, JQH-San Marcos Development, LLC. (a subsidiary of John Q. Hammons Hotels and Resorts) and JDHQ Hotels LLC. (a subsidiary of Atrium Hospitality) that assigns the duties and obligations of JQH Development LLC under various loan documents with the City related to the development of the Embassy Suites Hotel and Conference Center to JDQH Hotels, LLC. in connection with the sale of the hotel from JQH-San Marcos Development, LLC to JDQH Hotels LLC.; authorizing the City Manager to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: June 5, 2018

Department: Administration

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
City Facilities
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☒ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
Background Information:
In April of 2018, the City of San Marcos received notice that John Q. Hammons was selling their portfolio of hotels, including their interest in the Embassy Suites Hotel, to Atrium Hospitality group. Atrium Hospitality has an extensive nationwide portfolio of hotels. JDHQ Hotels, LLC is the subsidiary of Atrium Hospitality that will be assuming the interest in and will be the owner of the San Marcos property. City staff has met with representatives of the company and are very encouraged by their hotel operating experience and excitement in taking over this property.

There are two agenda items for consideration in connection with the sale of the San Marcos property from JQH-San Marcos Development (a Hammons subsidiary) to JDHQ Hotels (Atrium). The first item is for consideration of approval of a Subordination Agreement with Goldman Sachs Mortgage and JP Morgan Chase Bank. These two entities are the lenders financing the purchase of the San Marcos property by JDHQ Hotels. The second item is for consideration of approval of a Loan Assignment and Assumption Agreement.

Subordination: As part of the original transaction with JQH (Hammons), the City has a deed of trust lien on the Embassy Suites Hotel property that secures a note in the amount of $1.5 million. The amount due under the note is forgivable as long as there are no defaults under the terms of the Conference Center Lease Agreement or related loan documents through the year 2026. As part of the original transaction, the City’s lien was subordinated to the first lien of Metropolitan National Bank. Goldman Sachs Mortgage and JP Morgan Chase Bank are now providing a loan to JDHQ Hotels (Atrium) in the amount of $63 million to finance the purchase of the San Marcos property from JQH (Hammons). JDHQ Hotels and its lenders are asking the City to subordinate the City’s $1.5 million lien to the lien of Goldman Sachs Mortgage and JP Morgan Chase Bank securing their loan to JDHQ Hotels.

Loan Assignment and Assumption: As part of the original transaction for development of the Embassy Hotel and Conference Center, JQH (Hammons) entered into various agreements, including a Chapter 380
Economic Development Grant and Loan Agreement, a Note and Deed of Trust. Collectively, these loan agreements secure the $1.5 million loan from the City to JQH and establish performance obligations for JQH in relation to operation of the Hotel and Conference Center. The Loan Assignment and Assumption Agreement assigns the obligations of JQH under the various loan agreements over to JDHQ (Atrium). The City’s consent to the Loan Assumption and Assignment is necessary to allow JDHQ to step into the shoes of JQH and continue to operate the Hotel and Conference Center without interruption. The agreement provides that JDHQ will assume all of the duties and obligations under the original loan agreements, as amended from time to time.

**Council Committee, Board/Commission Action:**
Click or tap here to enter text.

**Alternatives:**
Click or tap here to enter text.

**Recommendation:**
City staff recommends approval of both JDHQ Hotels agenda items.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN THE CITY, JQH-SAN MARCOS DEVELOPMENT, LLC (A SUBSIDIARY OF JOHN Q. HAMMONS HOTELS AND RESORTS) AND JDHQ HOTELS LLC (A SUBSIDIARY OF ATRIUM HOSPITALITY) THAT ASSIGNS THE DUTIES AND OBLIGATIONS OF JQH DEVELOPMENT LLC UNDER VARIOUS LOAN DOCUMENTS WITH THE CITY RELATED TO THE DEVELOPMENT OF THE EMBASSY SUITES HOTEL AND CONFERENCE CENTER TO JDHQ HOTELS, LLC IN CONNECTION WITH THE SALE OF THE HOTEL FROM JQH-SAN MARCOS DEVELOPMENT, LLC TO JDHQ HOTELS LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The Loan Assignment and Assumption Agreement attached hereto is hereby approved.

PART 2. The City Manager is authorized to execute said Agreement on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on June 5, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

JQH - SAN MARCOS DEVELOPMENT, LLC,
a Missouri limited liability company,
Original Grantor,

having an office at
300 John W. Hammons Parkway, Suite 900
Springfield, Missouri 65806

JDHQ HOTELS, LLC
a Delaware limited liability company
Assuming Grantor,

having an office at
c/o Atrium Holding Company
2398 E. Camelback Road, Suite 1000
Phoenix, Arizona 85016

and

THE CITY OF SAN MARCOS, TEXAS,
a Texas municipal corporation,
Mortgagee,

having an office
630 E. Hopkins
San Marcos, Texas 78666
This Loan Assignment and Assumption Agreement ("Agreement"), is entered into as of the ___ day of _______________, 2018 (the "Effective Date"), by and among JQH - SAN MARCOS DEVELOPMENT, LLC, an Missouri limited liability company ("Original Grantor"), JDHQ HOTELS, LLC, a Delaware limited liability company ("Assuming Grantor"), and THE CITY OF SAN MARCOS, TEXAS, a Texas municipal corporation ("Mortgagee").

RECITALS:

A. Pursuant to (i) that certain Deed of Trust Note dated as of July 15, 2005 (the "Note") and (ii) that certain Chapter 380 Economic Development Grant and Loan Agreement dated as of July 15, 2005, (as amended from time to time, the "Original Loan Agreement") by and between Mortgagee and John Q. Hammons, as Trustee of the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as amended and restated ("JQH"), Mortgagee made a loan (the "Loan") in the original principal amount of $1,500,000 to JQH.

B. The Original Loan Agreement was subsequently amended by (i) that certain First Modification to Chapter 380 Economic Development Grant and Loan Agreement dated as of October 14, 2005 by and between JQH and Mortgagee, (ii) that certain Second Modification to Chapter 380 Economic Development Grant and Loan Agreement dated December 27, 2005 by and between JQH and Mortgagee, (iii) that certain Third Modification to Chapter 380 Economic Development Grant and Loan Agreement dated March 10, 2006 by and between JQH and Mortgagee, (iv) that certain Fourth Modification to Chapter 380 Economic Development Grant and Loan Agreement dated as of September __, 2007, by and between Mortgagee, JQH and Original Grantor (the "Fourth Modification"), and (v) that certain Modification Agreement dated as of September __, 2007 by and between Mortgagee, JQH and Original Grantor (the Original Loan Agreement, as so amended, the "Loan Agreement").

C. Pursuant to the Fourth Modification, Original Grantor was added as a "Maker" under the Note, and Original Grantor assumed the rights, duties and obligations of JQH under the Note and Loan Agreement.

D. The Loan is secured by the Land and the other Mortgaged Property, each as more particularly described in that certain Deed of Trust (And Security Agreement, Assignment of Rents and Financing Statement) dated as of January 17, 2007 executed by Original Grantor and recorded in the records of the Clerk’s Office of Hays County, Texas on February 15, 2007 in Volume 3109 Page 365, as Document No. 70004541 (the “Deed of Trust”).

E. Assuming Grantor has agreed to acquire the Mortgaged Property and other assets of Original Grantor, and to assume all liabilities of Original Grantor under the Note, the Loan Agreement, and the Deed of Trust (collectively, the "Assumed Loan Documents").

F. Original Grantor and Assuming Grantor desire to set forth with particularity the assignment and assumption of the Loan.

G. Mortgagee has agreed to consent to the conveyance of the Mortgaged Property by Original Grantor to Assuming Grantor subject to the Assumed Loan Documents (the "Conveyance"), as set forth in this Agreement.
NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

2. **Definitions.** Terms defined in the applicable Assumed Loan Documents shall have the same meaning when used herein, unless defined otherwise in this Agreement.

3. **Assignment and Assumption.** With regard to the Conveyance from Original Grantor to Assuming Grantor:

   (a) Original Grantor, by this Agreement, assigns, sets over and transfers unto Assuming Grantor all of its rights, duties, obligations and liabilities accruing or arising under the Assumed Loan Documents, or any of them.

   (b) Assuming Grantor, by this Agreement, for itself and its successors and assigns, accepts the assignment from Original Grantor of all rights, duties, obligations and liabilities accruing and arising under the Assumed Loan Documents, or any of them, and assume and agree to perform all of the duties, obligations and liabilities to be performed and paid by Original Grantor pursuant to the Assumed Loan Documents, from and after the date hereof, and join in all assignments, indemnities, grants and conveyances of real and personal property, and grants of security interests as set forth in each and all of the Assumed Loan Documents.

   (c) Mortgagee, by this Agreement, consents to the Conveyance and to the assignment and assumption of Original Grantor’s duties and obligations under the Assumed Loan Documents. Mortgagee acknowledges that any conditions set forth in the Assumed Loan Documents for obtaining Mortgagee’s consent to any transfer or conveyance of the Mortgaged Property and the assignment and assumption of the Assumed Loan Documents have been satisfied.

   (d) Mortgagee, by this Agreement, certifies that (i) there are no documents or agreements evidencing the Loan other than the Assumed Loan Documents, (ii) the Assumed Loan Documents have not been modified or amended except as set forth in the Recitals to this Agreement, (iii) the Assumed Loan Documents are in full force and effect, (iv) there is no default under the Assumed Loan Documents and no condition exists which, with the giving of notice or the lapse of time or both, will constitute an actionable default under the Assumed Loan Documents, and (v) Original Grantor and Assuming Grantor are in currently compliance with the “Forgiveness Conditions” (as defined in the Loan Agreement), and such Forgiveness Conditions have been complied with at all times from and after the making of the Loan.

4. **General Modifications to Assumed Loan Documents.** With regard to the Conveyance from Original Grantor to Assuming Grantor:

   (a) Any reference in any of the Assumed Loan Documents to “Borrower” or “Grantor” or the like shall hereafter refer to the Assuming Grantor as the Borrower or Grantor from and after the date hereof, and any obligation of Borrower under any of the Assumed Loan Documents shall apply to the Assuming Grantor.

   (b) Any notice required or permitted to be given under the Assumed Loan Documents to Assuming Grantor, as assignee of Original Grantor shall be addressed to the following addresses:
If to Borrower/Grantor:

JDHQ HOTELS, LLC
c/o Atrium Holding Company
2398 E. Camelback Road, Suite 1000
Phoenix, Arizona 85016
Attn: President

With a copy to

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: Andrew Small

5. Fixture Filing Provisions. For the avoidance of doubt, the Deed of Trust shall continue to be effective as a financing statement filed as a fixture filing under Section 9.502 of the Texas Business and Commercial Code. Accordingly, information concerning the security interest herein granted may be obtained at the addresses set forth below:

(a) Name and address of Debtor (Grantor) and record owner of the Mortgaged Property:

JDHQ HOTELS, LLC
c/o Atrium Holding Company
2398 E. Camelback Road, Suite 1000
Phoenix, Arizona 85016

(b) Name and address of Secured Party (Mortgagee):

THE CITY OF SAN MARCOS
630 East Hopkins
San Marcos, Texas 78666

(c) Debtor is organized under the laws of the State of Delaware.

(d) Information concerning the security interest evidenced by this Deed of Trust may be obtained from the Secured Party at its above address.

(e) This document covers goods which are to become fixtures.

6. Representations and Warranties. Assuming Grantor hereby represents and warrants to Mortgagee as follows:

(i) Assuming Grantor is a limited liability company duly organized and validly existing under the laws of the State of Delaware and has full power and authority to own and operate the Mortgaged Property and to enter into this Agreement;
(ii) This Agreement, and, except as may be modified by this Agreement, the Assumed Loan Documents constitute the legal, valid and binding obligations of Assuming Grantor, enforceable in accordance with their respective terms; and

(iii) Contemporaneously with the execution of this Agreement, Assuming Grantor has acquired from Original Grantor all of Original Grantor’s right, title and interest in the Mortgaged Property; and

7. Release of Original Grantor and JQH. Original Grantor and JQH shall be and are hereby released from the obligations under the Assumed Loan Documents for liability arising out of events or circumstances first occurring after the date of this Agreement.

8. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Assumed Loan Documents shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to release, discharge, alter or affect the priority of the lien or title created by the Assumed Loan Documents, it being the expressly declared intention of the parties hereto that no novation of the Assumed Loan Documents be created hereby. A default under this Agreement will constitute a default under the Assumed Loan Documents.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives and assigns.

10. Governing Law. This Agreement shall be construed and enforced according to, and governed by, the laws of the State of Texas without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, each of the parties have executed this Agreement on the date of the acknowledgment set forth below, to be effective as of the Effective Date.

**ORIGINAL GRANTOR:**

**JQH - SAN MARCOS DEVELOPMENT, LLC,**

a Missouri limited liability company

By: **REVOCABLE TRUST OF JOHN Q. HAMMONS DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED**

By: ________________________
Name: Jacqueline A. Dowdy
Title: Co-Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated

By: ________________________
Name: Greggory D. Groves
Title: Co-Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated
STATE OF MISSOURI )
COUNTY OF__________________ ) ss

On this _____ day of ______________ 2018, before me appeared Jacqueline A. Dowdy, to me known, who, being by me duly sworn, did say that she is the Co-Successor Trustee of The Revocable Trust John Q. Hammons, dated December 28, 1989, as Amended and Restated, being the sole member of JQH - San Marcos Development, LLC, a limited liability company of the State of Missouri, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement; and said Co-Successor Trustee acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

______________________________
My Commission Expires:    Notary Public

STATE OF MISSOURI )
COUNTY OF__________________ ) ss

On this _____ day of ______________ 2018, before me appeared Greggory D. Groves, to me known, who, being by me duly sworn, did say that he is the Co-Successor Trustee of The Revocable Trust John Q. Hammons, dated December 28, 1989, as Amended and Restated, being the sole member of JQH - San Marcos Development, LLC, a limited liability company of the State of Missouri, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement; and said Co-Successor Trustee acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

______________________________
My Commission Expires:    Notary Public
ASSUMING GRANTOR:

JDHQ HOTELS LLC, a Delaware limited liability company

By: _________________________________
Name: ______________________________
Title: _______________________________

STATE OF ____________________________
____________________________________
COUNTY OF __________________________

THIS INSTRUMENT was acknowledged before me on ________________ ___, 2018,
by __________________, the ______________ of __________________, a
_______________, on behalf of said __________________.

WITNESS my hand and official seal.

____________________________________
Notary’s Signature

Printed Name: _________________________
My commission expires: ________________
CITY:

THE CITY OF SAN MARCOS TEXAS

By: ______________________________
Name: ____________________________
Title: ____________________________

STATE OF _________________________

COUNTY OF ________________________

THIS INSTRUMENT was acknowledged before me on ________________ ___, 2018, by ____________________, the ___________________ of ____________________, a _____________________, on behalf of said ____________________.

WITNESS my hand and official seal.

_______________________________
Notary’s Signature

Printed Name: ______________________
My commission expires: ______________

(SEAL)
JQH - SAN MARCOS DEVELOPMENT, LLC
300 John Q. Hammons Parkway, Suite 900
Springfield, Missouri 65806

City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Telephone: (512) 393-8100
Facsimile: (512) 396-4656
Attn: City Manager

City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
Telephone: (512) 393-8100
Facsimile: (512) 396-4656
Attn: City Attorney

RE: Transfer of Embassy Suites, San Marcos, TX (the “Property”)

To Whom It May Concern:

JQH - San Marcos Development, LLC (“Assignor”) intends to transfer its interest in the Property to JDHQ Hotels LLC. In connection therewith please find attached the below documents.

1. Lessor Consent to that Certain Assignment and Assumption of Conference Center Lease Agreement
2. Assignment and Assumption of Conference Center Lease Agreement (for reference only, no signature required)
3. Conference Center Lessor Estoppel
4. Consent to that Certain Assignment and Assumption of Master Development Agreement
5. Assignment and Assumption of Master Development Agreement (for reference only, no signature required)
6. Estoppel Certificate (for Master Development Agreement)
7. Corrective Memorandum of Lease for Conference Center Lease Agreement
8. Release of Lien

At your earliest convenience, please execute the documents listed above, as applicable, and return the original signed documents to Kirkland & Ellis LLP, 300 N LaSalle, Chicago, IL 60654, Attn: Michael Shultz. If you have any questions or comments, please contact Michael Shultz of Kirkland & Ellis LLP at (312) 862-2833 or michael.shultz@kirkland.com. Thank you.

Sincerely,

[Signature]
JQH - San Marcos Development, LLC

KR 53005647.1
AGENDA CAPTION:
Receive a Staff update and hold a Public Hearing to receive comments on the 2018 CDBG Annual Action Plan, and provide direction to the City Manager.

Meeting date: June 5, 2018

Department: Planning and Development Services

Amount & Source of Funding
Funds Required: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Workforce Housing
Goal #2 Beautify & Enhance the Quality of Place
Goal #5 Maintain & Improve City's Infrastructure

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☒ Neighborhoods & Housing - Choose an item.
☒ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.
**Background Information:**
The City’s Community Development Block Grant (CDBG) Action Plan process includes a public hearing hosted by the City Council to receive citizen comments and will also provide the Council an opportunity to receive a presentation from each applicant. On May 1, 2018 the City was notified of their award of $649,948 for Program Year 2018. This represents a 15% increase from PY 2017.

Seven funding applications have been submitted. The total amount requested, including the proposed program administration allowance, is $720,239; this amount exceeds the allocation by $70,291. The attached presentation details the applications that were submitted.

The Human Services Advisory Board reviewed the applications in the Public Services category and favorably recommended funding applications for CASA and PARD Summer Fun Youth Scholarships.

Council will review and make final funding recommendation during the June 19, 2018 council meeting.

**Council Committee, Board/Commission Action:**
Human Services Advisory Board

**Alternatives:**
Click or tap here to enter text.

**Recommendation:**
Click or tap here to enter text.
CDBG PROGRAM
2018 Action Plan

Tuesday, June 5, 2018
• **City Council Action:**
  
  – Present CDBG applications
  
  – Hold a Public Hearing on CDBG 2018 Action Plan
• **Timeline**
  
  – Present CDBG Applications & Hold a public hearing  
    June 5\(^{th}\)
  – Adopt resolution establishing 2018 Action Plan  
    June 19\(^{th}\)
  – 30-day Public Comment Period on Draft Action Plan  
    July 1-31\(^{st}\)
  – Submit final Action Plan to HUD  
    Aug 15\(^{th}\)
• Program Year 2018 Allocation is $649,948

• 15% Increase from Program Year 2017
• 2018 Action Plan Summary
  – Priority Programs
  – Program Administration – Up to 20%
  – Public Services – Up to 15%
  – Non-Public Services – 65% or more
2015-2019 Priority Needs

- Housing
- Public Facilities
- Infrastructure
- Transportation
- Public Services (Program Support)
- Clearance Activities (Demolitions)
- Program Administration
Public Services
Court Appointed Special Advocates (CASA)

- Provides direct client advocacy services for abused and neglected children
- Funds will be used as working capital to pay portions of staff salaries
- PY 2018 request - $45,000
City of San Marcos – Parks & Recreation Youth Scholarships

- Long-running program offered annually to children of low to moderate income families living within the City of San Marcos
- Funds will be used to offset the cost to attend any of the 29 fee-based PARD Recreation Programs including Summer Fun Camp
- PY 2018 request - $10,500
Human Services Advisory Board - Recommendation

- CASA of Central Texas $45,000
- City-Parks & Rec $10,500

Total request: $55,500
Percentage: 9%
Non-Public Services
Non-Public Services Summary

- BR3T $220,000
- Southside Community Center $100,000
- City – Anita Reyes Park $125,000
- City – Tree Planting $9,750
- City – Down Payment Assistance $80,000

Total request: $534,750
Blanco River Regional Recovery Team

- BR3T assists in the long term recovery of survivors of the Memorial Day Weekend and All Saints Weekend Floods.
- Funds will be used for roof repairs and/or the leveling of the home to provide a safe and livable dwelling that meets the City’s health and safety standards for low-to-moderate income families.
- PY 2018 request - $220,000.
Southside Community Center

- Non-profit organization that is committed to improving the living conditions and personal dignity of those in need in San Marcos.
- Funds will be used to renovate/rehab 7 existing substandard homes.
- PY 2018 request - $100,000.
City – Anita Reyes Park

- Funds will be used to construct a concrete assessable path within the park and install a new play structure.
- PY 2018 request - $125,000
City – Tree Planting Project

- Funds will be used to have a community tree planting event to plant 25-30 trees around the Children’s Park playscape and install an irrigation system to support the establishment of the trees.
- PY 2018 request - $9,750
AGENDA CAPTION:
Discuss and consider appointments to fill vacancies on the Convention and Visitor Bureau Board (CVB) and provide direction to Staff.
Meeting date: 6/5/2018

Department: City Clerk

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action: N/A

City Council Goal: [Please select goal from dropdown menu below]
Choose an item.
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☒ Not Applicable

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.
**Background Information:**

The Convention and Visitor Bureau Board is seeking appointments to fill the following vacancies:

- Dan Alden currently serves as the Food/Beverage Establishment Representative on CVB Board (owner of H2O Tree Store). We are asking Council to appoint him to the Texas State Representative Position and fill the Food/Beverage Establishment Role outlined below.

<table>
<thead>
<tr>
<th>Position to be filled</th>
<th>Name of Qualified Applicant(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel/Motel 90+ Rooms</td>
<td>Ruth Buck (filling vacancy left by Sandy Clinton)</td>
</tr>
<tr>
<td>(term expires 02/28/2021)</td>
<td></td>
</tr>
<tr>
<td>Heritage Association/Museum</td>
<td>James Martin, LBJ Museum</td>
</tr>
<tr>
<td>(term expires 02/28/2019)</td>
<td>(filling vacancy left by Rafael Garcia)</td>
</tr>
<tr>
<td>TX State Representative</td>
<td>Dan Alden</td>
</tr>
<tr>
<td>(term expires 02/28/2021)</td>
<td>Director of Procurement and Strategic Sourcing</td>
</tr>
<tr>
<td>Food/Beverage Establishment Rep.</td>
<td>Monte Sheffield, Palmers Restaurant</td>
</tr>
<tr>
<td>(term expires 02/28/2020)</td>
<td></td>
</tr>
</tbody>
</table>

Applications have been sent to Council.

**Council Committee, Board/Commission Action:**

N/A

**Alternatives:**
Recommendation:
Appoint Members to fill the specified roles.
AGENDA CAPTION:
Executive Session item in accordance with Section §551.072 of the Texas Local Government Code which allows deliberations regarding the purchase, exchange, lease or value of Real Property:
Discuss and deliberate possible options available to the City related to the property in the vicinity of the intersection of South Edward Gary Street and South LBJ Drive purchased from Union Pacific Railroad Company in 2013.
AGENDA CAPTION:
Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Section §551.072 of the Texas Local Government Code which allows deliberations regarding the purchase, exchange, lease or value of Real Property: Discuss and deliberate possible options available to the City related to the property in the vicinity of the intersection of South Edward Gary Street and South LBJ Drive purchased from Union Pacific Railroad Company in 2013.