

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM**

**CONSENT AGENDA
ITEM NO. 20**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works; David D. Garza, Director of Neighborhood Action

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Jelynn LeBlanc Burley, Andrew Martin, Louis A. Lendman, Milo D. Nitschke, Andrew Cameron; and file

SUBJECT: Engineer (Poznecki-Camarillo and Associates, Inc.) for Council District 6 Affordable Showcase of Homes Project

DATE: December 4, 2003

SUMMARY AND RECOMMENDATION

This ordinance accepts a proposal and awards a Community Development Block Grant (CDBG) funded professional services contract in the amount of \$181,830.00 payable to Poznecki-Camarillo and Associates, Inc., an MBE firm, for engineering services and \$18,183.00 for engineering contingency for an overall total amount of \$200,013.00 in connection with the Affordable Showcase of Homes project located in Council District 6. This ordinance also authorizes the execution of an engineering contract, appropriates funds and authorizes payment for these services.

Staff recommends approval of this ordinance.

BACKGROUND

The Affordable Showcase of Homes was established in 1995, and continues to seek to revitalize quality of life in the inner city by providing quality affordable homes. The City has completed four Affordable Showcase of Homes developments which include Coliseum Oaks (1995), Villas de Esperanza (1997), Historic Gardens (1997) and Pasadena Heights (1999).

The Neighborhood Action Department traditionally partners with private and non-profit organizations, as well as other city departments to provide the highest quality product possible for low and moderate-income San Antonio residents. Supported by CDBG funding, the City acts as the developer for the proposed single-family subdivision. The funds support the engineering and construction of infrastructure for the project including streets, utilities, sidewalks, drainage, and street lighting.

This ordinance would authorize the execution of an engineering services contract with Poznecki-Camarillo and Associates, Inc. for basic engineering services that include master planning, design, platting, construction documents, bidding, and oversight of construction. The selection of this consultant was accomplished through a Request for Qualifications with nine (9) firms responding by the deadline of April 30, 2003. The Architects and Engineering Selection Committee, headed by the Director of Public Works, selected Poznecki-Camarillo and Associates, Inc. on September 4, 2003.

The rating sheet for the proposals is included as Attachment 1. The standard architectural and engineering contract will initiate the design phase of this project. The projected completion of the infrastructure construction is September 2004, with the Affordable Showcase of Homes being held in December 2004.

POLICY ANALYSIS

Affordable housing continues to be a priority for the City of San Antonio. This engineering services contract would support the proposed affordable housing development and further the goals of the City Council.

FISCAL IMPACT

The proposed engineering services contract with Poznecki-Camarillo and Associates, Inc. totals \$200,013.00 which includes a 10% retainer for the project. These funds are currently available from CDBG funds currently allocated for this project.

COORDINATION

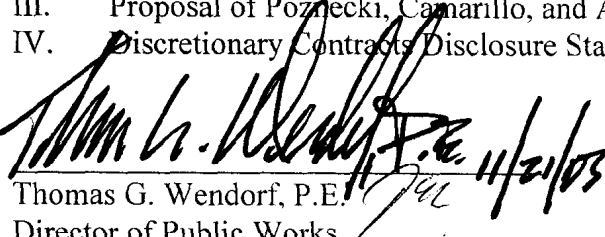
This item has been coordinated with the Office of Management and Budget, the Public Works Department, Housing and Community Development Department and the Finance Department.

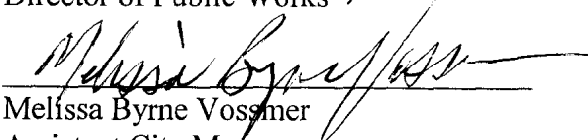
SUPPLEMENTARY COMMENTS

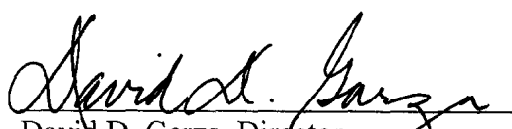
The Discretionary Contracts Disclosure Statement required by the Ethics Ordinance is attached.

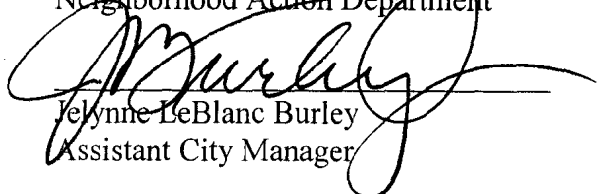
ATTACHMENTS

- I. Architects/Engineers Rating Form
- II. Project Map
- III. Proposal of Poznecki, Camarillo, and Associates Inc.
- IV. Discretionary Contracts Disclosure Statement

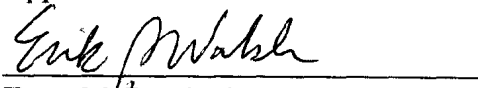

Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager


David D. Garza, Director
Neighborhood Action Department


Jelynn LeBlanc Burley
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

Master Rating Sheet

**THE AFFORDABLE SHOWCASE OF HOMES
ARCHITECT/ENGINEER STATEMENT OF INTEREST REVIEW
CITY OF SAN ANTONIO**

[illegible]

This is a black and white aerial photograph of a residential neighborhood in Monterey Park, California. The image shows a dense grid of streets and houses. A large, dark, irregularly shaped area in the center-right of the image represents a park or undeveloped land. The streets are labeled with names such as Erlene, Linda, Laverne, Midsett, Elsie, Glendale, Neich, and others. A compass rose is located in the bottom left corner, and a label 'Monterey Park' is in the bottom right corner.



INDEX

Attachment "A" (Scope of Services)

Attachment "B" (Schedule of Events)

Attachment "C" (Consultant's Fee Proposal)

Attachment "D" (Payment Schedule for Construction Staking & AsBuilts)

Payment Schedule

Other Additional Services

Principal's Hourly Rates

Sub-Consultant's Proposal

ATTACHMENT "A"

SCOPE OF SERVICES

1. Street and Lot Layout

The CONSULTANT shall:

- a. Meet with CITY officials to determine the scope of the proposed project.
- b. Provide through Sub-Consultant (C.F. Zavala Group) and as described in attached proposal, architectural services for developing a Street and Lot Layout and Landscape Infrastructure.
- c. Contact the Right-of-Way Division CITY if any easements, fee title right-of-way, or fee title land acquisition is to be involved in the project. Confer with CITY's Right-of-Way division on possible alternate routes or sites, if any, that may result in cost savings. CONSULTANT shall advise CITY on Right-of-Way and land cost alternatives as weighed against any increased construction costs entailed as a part of this Phase.
- d. Make personal contact with each of the Utility Company Coordinators whose utility services may be affected by this Project and request the most current records showing the location of facilities. CONSULTANT shall identify particular problems and conflicts arising from such facilities affecting the Project and shall make recommendations with respect thereto. In accordance with an Agreement existing between CITY and City Public Service, documents will be furnished by the City Public Service Utility Coordinator at no cost to CONSULTANT upon request by CONSULTANT. CITY will assist CONSULTANT in obtaining data and services requested from the Utility Companies by CONSULTANT after diligent effort has been made by CONSULTANT to no avail.
- e. Perform boundary and topographic surveys, required to plat the project and to establish existing right-of-way or easement boundaries (but not right-of-way acquisition surveys) and, where necessary, additional topography required to collect information needed for the preparation of reports required by approving agencies and the design of the Project, establishing or locating at least two bench marks set to U.S. Coast and Geodetic Survey Datum within the job site in accordance with sound engineering practices. Detailed measurements and surveys for exploration for utilities, if required, will be additional services.
- f. Meet with CITY's Drainage Engineer to review existing preliminary drainage studies that include the project area with consideration for the relative location of the project within the watershed as well as upstream and downstream drainage facilities. Study the existing drainage conditions for the project. Determine drainage area impacting the project limits, and prepare preliminary calculation of drainage flows within the project limits. Review, study and report adequacy of existing drainage systems and drainage design alternative for the project including street drainage, storm sewer system, detention and/or combinations thereof. Provide schematic presentation of proposed design solutions to address all drainage issues within the project limits and

associated upstream and downstream of the project. Prepare a Storm Water Management Plan.

- g. Assist Architect in Master Planning the project.
- Coordinate with the Architect/Planner to determine street type and dimensions as well as lot type and size as applied to the City of San Antonio Unified Development Code. Based on the boundary, topographic and tree survey of the site, prepare a computerized street and lot layout of the entire project. Obtain City's approval.
 - Based on the computerized street and lot layout approved by the CITY, provide services related to Master Planning for water distribution and sanitary sewer collection.
 - Assist CITY in retaining Sub-consultants for services such as Traffic Impact Analysis (TIA), Environmental, Geotechnical, Historical, Archeological, or any other related services, if applicable.
 - Based on all of the above, provide opinions of probable construction costs.

2. **The Design, Platting and Construction Documents Phase**

The CONSULTANT shall:

- a. Prepare, submit, coordinate and process for approval, a subdivision plat and construction documents for street, drainage, water distribution, sanitary sewer collection, utility overalls, grading plans, detail and standard drawings, profiles, cross sections, S.A.W.S. packages, SWPPP's and utility layouts.
- b. Plot and submit the energy grade lines and hydraulic grade lines on one set of points for review by CITY's Drainage Engineer.
- c. Furnish an opinion of probable construction costs based on the plan and supporting documents of the proposed construction, excluding land costs. The opinion of probable construction costs will be based on the latest unit prices provided by CITY for similar work, and when approved by CITY, include adjustments to reflect the level of complexity of construction the project.
- d. Plan and coordinate CONSULTANT services for foundation investigations, soil borings, and other tests required for design of the project. Furnish locations and elevations of the borings. CONSULTANT will include paving details designed and/or recommended by the Geotechnical Consultant.
- e. Furnish data required by CITY for the development of any applications or supporting documents for State or Federal Government permits, grants, or planning advances, provided that such data shall not extend beyond that actually developed in the performance of other provisions of the Contract.
- f. Conduct preliminary investigation of the need for a 404 Permit. As additional service, if necessary, assist CITY by preparing documents as required.
- g. Prepare documentation and application forms for the obtaining of highway permits and railroad agreements, and furnish to CITY. Include approved permits or forms and agreements in specifications.

- h. Prepare detailed contract drawings, specifications, instruction to bidders, general provisions, proposal and other documents necessary for CITY to advertise for bids for construction, all based on guides furnished CONSULTANT by CITY after authorization has been received from Director to proceed with the final plans.
- i. Provide final plans to CITY's Development Services Department for review and comments. If the plans as submitted by CONSULTANT for final review are deemed by Director to be incomplete, CONSULTANT shall make the corrections as specified and resubmit revised sheets only for this review. CONSULTANT shall bear the expense of the additional revised sheets required for this review.

Final plans will include:

- Plan and Profile Sheets for street, sanitary sewer and drainage improvements showing horizontal alignment, features and elevations at every fifty (50) feet. These plans will be at a scale of 1" = 50' horizontally and 1" = 5' vertically.
 - Overall drawings for water design, sanitary sewer, grading plans, drainage overalls and utility layouts at a scale of 1" = 100'.
 - Hydrology and hydraulic design reports.
 - Providing a maximum of three (3) sets of plans for approval.
 - Storm Water Management Plan.
 - Storm Water Pollution Prevention Plan (SWPPP).
 - Integrating utility and drainage easements into the plat.
 - All required forms and approvals from reviewers.
 - Estimate platting, impact and any other applicable fees.
 - Preparing construction specifications.
- j. Attend Planning Commission meeting for final plat approval.
 - k. Set property corners prior to plat recordation.

3. **Bid Phase**

The CONSULTANT shall:

- a. A sample copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to CONSULTANT by CITY for incorporation in the specifications for the proposed project.
- b. Prepare and provide one complete set of the bid package, including plans, specifications, instructions to bidders, general provisions, proposal, opinion of probable construction cost (O.P.C.C.) and other documents necessary for the CITY to advertise for bids for construction, all based on guides furnished to CONSULTANT by CITY after authorization has been received from the CITY to proceed with the final plans. The O.P.C.C. shall include Street and Drainage costs, Water and Sanitary Sewer costs and CPS costs.
- c. In consultation with CITY, set a CONSULTANT's charge for the deposit of the plans and specifications (bid documents) based on the cost of printing, materials and

handling. Said charge to be assessed by all bidders and vendors. The deposit shall be non-refundable and kept by the CONSULTANT.

Upon the direction of CITY, issue Plans and Specifications for bidding purposes, issue and deliver all addenda required to perfect the bid documents, maintain a record of issuance and receipt of same. Attend the Pre-Bid Conference if scheduled by the CITY to provide clarification and interpretation to bidders.

- d. Attend a formal opening of bids by CITY's Clerk and tabulate and furnish to CITY an original and five (5) copies of the bid tabulation together with written recommendation regarding the award of the contract.

4. **Construction Phase**

The CONSULTANT shall:

- a. Attend a Pre-Construction conference with the representatives of the CITY, S.A.W.S., CITY and the Contractor.
- b. Perform the necessary services in connection with the construction layout on the ground for the Project. The services under this paragraph shall be for a one-time construction staking and shall include staking and identifying the stationing. During the Pre-Construction Conference, if the Contractor, CITY and CONSULTANT agree that certain points are not needed during construction, then those points will not be set. Staking for horizontal control shall consist of hubs; however, during the Pre-Construction Conference, if the Contractor, CITY and CONSULTANT agree that certain points are not needed during construction, then those points will not be set. The services under this paragraph shall also include providing cut sheets for various phases of the project. Staking and preparation of cut sheets shall be performed within seven (7) calendar days of notification, weather permitting and amount of staking requested permitting.

Construction staking is anticipated to be as follows:

- Stake for rough street cutting and for construction of water mains, provide cut sheets (one set of stakes will be used for both streets and water).
 - Stake easements for clearing and final grade, provide cut sheets if applicable.
 - Stake for sanitary sewer, provide cut sheets.
 - Stake for water services.
 - Stake for drainage, provide cut sheets.
 - Stake for street curbs, provide cut sheets.
 - Stake for driveways, if applicable (CITY to provide location).
 - Stake for C.P.S.B. construction.
 - Stake for lots.
 - Stake for water meter boxes.
 - Reset property corners.
- c. Make periodic visits (estimating three (3) months of construction, a maximum of twelve (12) visits or 24 hours) to the project site to observe, as an experienced and qualified design professional, the progress and quality of the executed work, and to determine in general, if the work is proceeding in accordance with the plans and specifications. CONSULTANT shall not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the work. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor. CONSULTANT shall not be responsible for the failure of the Contractor to perform the construction work in accordance with plans and specifications and the Contractor's contract; however, CONSULTANT shall report to the CITY any deficiencies in the work actually detected by CONSULTANT. If more than four visits are required in any month, CONSULTANT may request **additional compensation**.

- d. After Contractor's approval, CONSULTANT shall review and take appropriate action (approve with modifications, reject, etc.) on the Contractor's submittals, such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. CONSULTANT shall take such with reasonable promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- e. Review monthly estimates and recommend approval or other appropriate action on estimates to the Contractor.
- f. Perform in company with CITY, S.A.W.S. or CITY representative(s) a "conditional approval" and a "final" inspection of the project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the Contract Documents. Assist CITY in consultation and discussion with Contractor(s) concerning such deficiencies, and make recommendations as to replacement or correction of the defective work.
- g. After completion of the work, and before final payment to the Contractor, CITY shall require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the project was constructed.
- h. CONSULTANT shall prepare and submit to S.A.W.S. for approval record drawings for water distribution and sanitary sewer collection.

All services described herein are to be provided based on the following understandings:

- That services outlined herein are exclusively related to the infrastructure of the project within existing or proposed right-of-way and do not include any services related to the improvements within individual existing or proposed single or multiple family lots other than the master grading plan.
- That no revisions will be made by the CITY to the Street and Lot Layout after CITY's approval.
- That any revisions made by the CITY after approval will increase the estimated fee.
- That property corners for all lots within the subdivision will be set on the ground by the time of plat approval and prior to recordation of the plat as dictated by the Texas Board of Professional Land Surveying.

- That services do not include any service related to off-site improvements such as: existing adjacent streets, off-site storm sewer systems, off-site water mains and off-site sanitary sewers outside and beyond the limits of the project.
- That no zoning/rezoning is required.
- That any additional iron pin setting will be considered as Additional Services.
- That CITY will provide CONSULTANT with a recent boundary survey and that fees will be adjusted in the event no survey is provided.
- That the CITY will provide CONSULTANT with record drawings and hydrology and hydraulic computations for the existing Zarzamora Creek Channel adjacent to the project.
- That CITY will promptly provide CONSULTANT, as requested, with applicable fees or its equivalent, information and executed documents such as:
 - Plat Applications
 - Impact Fees
 - Platting Fees
 - Recording Fees
 - CPS information and execution of forms
 - Southwestern Bell information and execution of forms
 - San Antonio Water System information and execution of forms
 - Street names
 - Any other applicable documents required for the plat processing and approval
- That the lack of prompt response by CITY to CONSULTANT requests may be reflected in delays on the approval of the plat.
- Fire flow tests and calculations will be ordered by CONSULTANT and invoiced as a direct expense in addition to the fees shown in this proposal.
- Should this project encounter historical, archeological or other unknown features during construction, significant coordination with regulatory agencies will be required to conserve and/or abandon such features. Should CITY require CONSULTANT to assist in such events, an Additional Services Work Order must be executed prior to proceeding with related services.
- Any replat will be proposed under a separate cover.
- That CITY will bid the project.

ATTACHMENT "B"
PRODUCTION SCHEDULE

Project Name: AFFORDABLE SHOWCASE OF HOMES

FILED 2013 10 45 Connecticut Superior Court Case No. SC-13-0018, 2013-10-45, CJS

ATTACHMENT "C"

CONSULTANT'S FEE PROPOSAL

Estimate based on estimated 9.4 acres in two tracts as shown on attached aerial photo.

Survey and Street and Lot Layout

Architectural/Planning Services.....	\$ 8,000.00
*Boundary and Topographic Survey Services.....	\$ 28,200.00
*Civil Engineering Services.....	\$ 14,800.00
SUBTOTAL	\$ 51,000.00

Design and Platting Unit One

Architectural Services.....	\$ 4,725.00
*Civil Engineering, Platting and Processing Services.....	\$ 62,200.00
SUBTOTAL	\$ 66,925.00

Bidding Phase

Architectural Services.....	\$ 945.00
Civil Engineering Services.....	\$ 3,500.00
SUBTOTAL	\$ 4,445.00

Construction Phase

Architectural/Construction Administration.....	\$ 3,360.00
Construction Staking.....	\$ 38,500.00
As-Built Plans.....	\$ 5,000.00
Construction Inspection for SAWS Utilities.....	\$ 3,000.00
Civil Construction Administration.....	\$ 9,600.00
SUBTOTAL	\$ 59,460.00

UNIT ONE TOTAL \$181,830.00

*Hours are tabulated on attached forms

See attached proposal for Architectural/Planning Services Fees.

Engineering services for existing Pharis and Fridell Streets are not included in this proposal.

SUBDIVISION PLATTING/DESIGN

DATE: NOV. 14, 2003

INVOICE NO. 03045-01-00

SHOWCASE JOE BLANKS

JOB NO. 03045-01

NO. OF LOTS 60

SUBDIVISION

DATE AUTHORIZED FOR PLATTING

PERCENTAGE OF UNIT COMPLETION:

0%

ACRES

9.4

SCHEDULE APPROVAL DATE:

AS PER SCHEDULE

DESCRIPTION	PRIN	PEPLS	DES	CAD	CLE	RUN	SUR	TOTAL TO DATE	PREV. BILLED	COST THIS BILL	COMP	ESTIMATED
BOUNDARY SURVEY	2	8	32	18	2	4	40	\$13,732.00	\$0.00	\$13,732.00	0%	\$14,100.00
TOPOGRAPIHC SURVEY	0	1	4	16	0	0	20	\$14,437.00	\$0.00	\$14,437.00	0%	\$14,100.00
ADDITIONAL SURVEY	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
PRELIMINARY DRAINAGE STUDY	1	8	1	4	0	0	0	\$1,653.00	\$0.00	\$1,653.00	0%	\$1,600.00
STORM WATER PARTICIPATION REPORT	1	32	12	29	8	4	0	\$8,520.00	\$0.00	\$8,520.00	0%	\$8,500.00
WATER AND SEWER MASTER PLANS	0	1	4	8	0	0	0	\$1,167.00	\$0.00	\$1,167.00	0%	\$1,200.00
STREET AND LOT LAYOUT	2	4	2	32	0	0	0	\$3,486.00	\$0.00	\$3,486.00	0%	\$3,500.00
SURV. SET-OUT LAYOUT SUBTOTAL	6	54	55	107	10	8	110	\$42,995.00				\$43,000.00
STREET PLANS	2	8	32	48	0	0	0	\$8,466.00	\$0.00	\$8,466.00	0%	\$8,500.00
REVISIONS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
GRADING PLANS	0	4	32	40	0	0	0	\$6,996.00	\$0.00	\$6,996.00	0%	\$7,000.00
REVISIONS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
SEWER PLANS ON-SITE	1	4	30	40	0	0	0	\$6,945.00	\$0.00	\$6,945.00	0%	\$7,000.00
REVISIONS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
SEWER PLANS OFF-SITE	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
REVISIONS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
WATER PLANS ON-SITE	0	4	40	54	0	0	0	\$8,910.00	\$0.00	\$8,910.00	0%	\$9,000.00
REVISIONS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
WATER PLANS OFF-SITE	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
REVISIONS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
UTILITY PLANS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
REVISIONS	0	4	14	40	0	0	0	\$5,052.00	\$0.00	\$5,052.00	0%	\$5,000.00
DRAINAGE PLANS	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
REVISIONS	1	32	20	32	0	0	0	\$9,045.00	\$0.00	\$9,045.00	0%	\$9,100.00
SUBDIVISION PLAN	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
REVISIONS	1	20	46	76	0	0	0	\$13,533.00	\$0.00	\$13,533.00	0%	\$13,500.00
COST ESTIMATE	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	0%	\$0.00
STORM WATER POLLUTION PREV. PLAN	0	2	4	16	4	0	0	\$2,004.00	\$0.00	\$2,004.00	0%	\$2,000.00
CIVIL ENG./PLATTING SUBTOTAL	5	80	226	346	4	0	0	\$62,175.00				\$62,200.00
TOTALS	11	134	281	453	14	8	110		TOTALS	1097		

TOTALS

\$105,170.00

\$105,170.00

\$105,200.00

ESTIMATED COST PER LOT

\$1,753.33

TOTAL BILLING TO DATE

\$105,170.00

COST PER LOT TO DATE

\$1,752.83

PREVIOUSLY BILLED

\$0.00

REVISIONS CONTRACT PRICE/SHOWCASE DESIGN SUBTOTALS

PAY THIS AMOUNT

\$105,170.00

ATTACHMENT "D"
PAYMENT SCHEDULE FOR CONSTRUCTION PHASE

ATTACHMENT "D"
PAYMENT SCHEDULE FOR CONSTRUCTION STAKING

INVOICE NO.

PROJECT:SHOWCASE @ JOE BLANKS

NO OF LOTS

CONSTRUCTION PHASE

CONSTRUCTION REPORT NO.

ENDING:

DESCRIPTION	TOT. EST. COST	TOTAL TO DATE	PREV. BILLED	NET THIS BILLING
STAKE STREETS ROUGH CUT	\$5,000.00	\$0.00	\$0.00	\$0.00
RESTAKE STREETS	\$0.00	\$0.00	\$0.00	\$0.00
STAKE REAR LOTS	\$3,000.00	\$0.00	\$0.00	\$0.00
RESTAKE REAR LOTS	\$0.00	\$0.00	\$0.00	\$0.00
STAKE SEWER	\$5,000.00	\$0.00	\$0.00	\$0.00
RESTAKE SEWER	\$0.00	\$0.00	\$0.00	\$0.00
STAKE WATER SERVICES	\$4,500.00	\$0.00	\$0.00	\$0.00
RESTAKE WATER SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
STAKE STREET CURBS	\$5,900.00	\$0.00	\$0.00	\$0.00
RESTAKE CURBS	\$0.00	\$0.00	\$0.00	\$0.00
STAKE DRAINAGE	\$2,500.00	\$0.00	\$0.00	\$0.00
RESTAKE DRAINAGE	\$0.00	\$0.00	\$0.00	\$0.00
STAKE CPS	\$3,800.00	\$0.00	\$0.00	\$0.00
RESTAKE CPS	\$0.00	\$0.00	\$0.00	\$0.00
STAKE METER BOXES	\$2,800.00	\$0.00	\$0.00	\$0.00
RESTAKE METER BOXES	\$0.00	\$0.00	\$0.00	\$0.00
STAKE LOTS	\$4,000.00	\$0.00	\$0.00	\$0.00
RESTAKE LOTS	\$0.00	\$0.00	\$0.00	\$0.00
STAKEOUT DRIVEWAYS	\$2,000.00	\$0.00	\$0.00	\$0.00
RESTAKE DRIVEWAYS	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$38,500.00	\$0.00	\$0.00	\$0.00

TOTAL BILLING TO DATE	\$0.00
PREVIOUS BILLING	\$0.00
NET THIS BILLING	\$0.00

REV 11/12/03

H:\Jobs\03045\Contract\Prime\SHOWCASECONST.xls>Showcase

B U D G E T

PROJ NAME: AFFORDABLE SHOWCASE OF HOMES
 CLIENT:
 DATE:.. 13-Nov-03
 PURPOSE: SURVEYING SERVICES FOR CONSTRUCTION STAKING

	B U D G E T				A C T U A L			
DISCIPLINE	RATES	HRS	AMOUNTS	SUBTOTALS	HRS	AMOUNTS	SUBTOTALS	
PRINC/ASSOC	\$165.00		\$0.00	\$0.00	0	\$0.00	\$0.00	
PE/RPLS	\$135.00		\$0.00	\$0.00	0	\$0.00	\$0.00	
SEN. DES.	\$108.00		\$0.00	\$0.00	0	\$0.00	\$0.00	
BIT/TEC II	\$75.00		\$0.00	\$0.00	0	\$0.00	\$0.00	
CAD TEC I	\$60.00		\$0.00	\$0.00	0	\$0.00	\$0.00	
CONST. REP.	\$75.00		\$0.00	\$0.00	0	\$0.00	\$0.00	
CLERICAL	\$48.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	
RUNNER	\$45.00		\$0.00	\$0.00	0	\$0.00	\$0.00	
SUBS.			\$0.00	\$0.00	0	\$0.00	\$0.00	
TOTAL ENGINEERING				\$0.00		\$0.00	\$0.00	
PRINC/ASSOC	\$165.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	
RPLS	\$135.00	0	\$0.00	\$0.00		\$0.00	\$0.00	
SURV. MGR.	\$108.00	0	\$0.00	\$0.00		\$0.00	\$0.00	
TEC II	\$75.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	
CAD TEC I	\$60.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	
2 MAN CREW	\$100.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	
3 MAN CREW	\$121.00	318	\$38,478.00	\$38,478.00	0	\$0.00	\$0.00	
4 MAN CREW	\$145.00	0	\$0.00	\$38,478.00	0	\$0.00	\$0.00	
GPS	\$70.00	0	\$0.00	\$38,478.00	0	\$0.00	\$0.00	
RESEARCH	\$0.00	0.0	\$0.00	\$38,478.00	0	\$0.00	\$0.00	
MATERIALS	\$0.00	0.0	\$0.00	\$38,478.00	0	\$0.00	\$0.00	
SUBTOTAL				\$38,478.00	SUBTOTAL			
TAX (IF APPL)				\$0.00	TAX (IF APPL)			
TOTAL SURVEYING				\$38,478.00				
GRAND TOTAL.....				\$38,478.00				

U:\jgavza\JAM\cost estimates\Estimates-2003\COSAAFFORDABLE SHOWCASEOFHOMES.xls[BUDMASTER

(To Be Inserted into Base Contract)

PAYMENT SCHEDULE

1. **STREET AND LOT LAYOUT/SURVEYING:** 70% of this phase total fee due CONSULTANT at first submission of documents. 30% of this phase total fee due CONSULTANT at final CITY approval and completion of all survey work. Both shall be payable by the CITY no later than thirty (30) days from invoice date.
2. **DESIGN/PLATTING AND CONSTRUCTION DOCUMENTS PHASE:** 70% of this phase total fee due CONSULTANT at first submission of documents. 30% of this phase total fee due CONSULTANT at final submission of package for plat approval. Both shall be payable by the CITY no later than thirty (30) days from invoice date.
3. **BID PHASE:** 100% of this phase total fee due CONSULTANT shall be payable not later than thirty (30) days following acceptance of the Bid Documents by CITY.
4. **CONSTRUCTION PHASE:** Fees due CONSULTANT shall be payable by CITY in monthly installments for services performed and construction staking shall be payable by the CITY in accordance with completion of services as per Attachment "D" Payment Schedule for Construction Phase and payable by the CITY no later than thirty (30) days from invoice date.

(To Be Inserted into Base Contract In Addition to Those Listed Under V, 5.5, B)

OTHER ADDITIONAL SERVICES

21. Preparation of separate bid documents for different funding requirements.
22. Restaking for construction.
23. Reset of iron pins for property corners.
24. Design for off-site streets, drainage and utilities over one hundred feet from site.
25. Demolition Plans.
26. Resurvey due to silt removal.
27. Services related to detention facilities.
28. Services related to sedimentation ponds.
29. Services related to sanitary sewer lift stations and force mains.
30. Services related to zoning or rezoning.
31. Services related to geotechnical services.
32. Services related to Traffic Impact Analysis (TIA).
33. Attendance at Public Meetings
34. Services related to existing Pharis and Fridell Streets

(To Be Inserted Into Base Contract)

Principals of the Consulting Firm - For the purpose of this provision, the Principals of the Consulting Firm and their total hourly charge will be as follows, except as stated previously for testimony as expert witnesses:

<u>Principal Name</u>	<u>Hourly Charge</u>
Andrew W. Poznecki, Jr., P.E.	\$ 170.00
Adalberto Canatillo, R.P.L.S.	\$ 170.00

C • F • ZAVALA GROUP
Landscape Architecture & Planning

11824 RADIUM • SAN ANTONIO, TX 78216 • (210) 366-1911 • Fax: (210) 366-0376

November 12, 2003

Adalberto Camarillo, P.L.S.
Poznecki-Camarillo & Associates Inc.
1603 Babcock Rd.
San Antonio, TX 78229

**Re: Street Layout and Streetscape Design for
The Affordable Showcase of Homes, San Antonio, TX**

Dear Beto,

C.F. Zavala Group, C.F.Z. (CONSULTANT) is pleased to provide this proposal for the Affordable Showcase of Homes project located in San Antonio, TX. It is our understanding that C.F.Z.'s scope of services consist of developing conceptual street and lot layout plan, landscape design and site irrigation design for approximately 12.3 acres for 50 +/- single-family and cottage homesites. Also to assist in providing a phasing plan as required to meet the City of San Antonio's implementation requirements.

We propose to develop the project in five phases: 1) Inventory Phase, 2) Street and Lot Layout Plan Phase, 3) Contract Documents Phase, 4) Bidding Phase, 5) Construction Administration Phase. Upon the notice to proceed, C. F. Zavala Group shall begin the design process by:

Task 1 – Inventory Phase

CONSULTANT will undertake site visits as required to become familiar with existing site conditions.

Task 2 – Street and Lot Layout Plan Phase

The CONSULTANT will develop a conceptual site plan addressing the subdivision's lot layout, street configuration, greenspace requirements, linkages to adjacent neighborhoods, streetscape landscaping / and irrigation requirements. The plan will also provide phasing recommendations as required to meet the City of San Antonio's development program.

Task 3 – Contract Documents Phase

Based on the Client's approval of the Street and Lot Layout Plan, the CONSULTANT will proceed into landscape and irrigation contract documents by preparing plans, details and technical specifications as required to implement the landscaping and site irrigation improvements. The CONSULTANT will prepare specifications on an 8 1/2"x11" sheet format and 22"x34" format for plans and details. Contract Documents will include but not limited to:

Task 3.1-Construction Plans

Task 3.1.1-Landscape Plans and Details: Plans will locate, identify all plant materials to be used. Also to locate any existing materials to be preserved. A plant list, including quantities, sizes botanical and common names, and any special installation requirements will be provided as necessary.

Task 3.1.2-Irrigation Plans and Details: Plans will be developed to implement site irrigation system as required to meet the City of San Antonio's UDC.

Task 3.1.3-Review sidewalks and curb ramps for ADA issues with Civil Engineer.

Task 3.2-Specifications

Task 3.2.1- Technical specifications will be generated in a CSI format for C.F. Zavala Group's scope of services for inclusion into the civil engineer's contract documents

Task 3.3- Addendums

Task 3.3.1- Prepare addendum items as required to update contract documents

Task 4 -Bidding Phase

CONSULTANT will prepare documents as required for bidding and negotiating the landscape and irrigation scope of work.

Task 5-Construction Administration

Upon the notice to proceed, the CONSULTANT will provide construction administration services. Services shall include

Task 5.1-Construction Administration

Task 5.1.1- Review and process Contractor submittals, field alternations, pay estimates and request for information for landscaping and site irrigation scope of work.

Task 5.1.2-Provide Site Observations to observe the implementation progress of the landscape/irrigation construction activities. Site Observations will be documented in writing and distributed to the design team and client.

Task 6- Public and Client Meetings

CONSULTANT will attend the following meetings:

Quantity	Meeting Description	Hours/Meeting
2	Public Input Meetings	2
2	Parks and Recreation Department	2
1	City Planning Department	2
1	City Public Works	1
3	Environmental Development Services	1
1	Bidding Meetings	1
5	Construction Observations	2

The following tasks are not included in the basic scope of services.

1. Work or scope items not specifically described in this scope of services.
2. Environmental services.
3. Permitting services (Unless otherwise stated elsewhere in this scope of services)
4. Acquisition of preliminary title reports.
5. Individual parcel surveys, boundary resolutions, or determination of riparian boundaries.
6. Acquisition or negotiation of rights of entry

- ## FORM AND FORMAT

AutoCAD 2000 for drawings

Microsoft Excel 2000 for spreadsheets

COMPENSATION

Phased Fee Breakdown

Prepared by:

Primer

DOI: 10.1002/for

City of San Antonio Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

Adalberto Camarillo, R.P.L.S.

(2) the identity of any **business entity** that would be a party to the discretionary contract:

Poznecki-Camarillo and Assoc., Inc.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract:

C.F.Zavala Group

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract:

Andrew W. Poznecki, Jr., P.E.

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

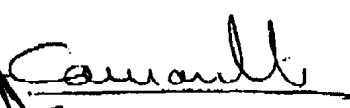
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
Ed Garza	\$2,000.00	March, 2003
Sandra Martinez	\$1,300.00	April, 2003

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: President Company: Poznecki-Camarillo and Assoc., Inc.	Date: November 18, 2003

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

1. The name of the individual or business entity seeking the discretionary contract.

Cullen Coltrane, ASLA

2. The name of the individual or business entity that is the owner of the discretionary contract.

C.F. Zavala Group

and the name of:

3. The name of the individual or business entity that is the person or entity that is the owner of the discretionary contract.

N/A

and the name of:

4. The name of the individual or business entity that is the person or entity that is the owner of the discretionary contract.

Cullen Coltrane, Partner
Leticia Zavala, Partner
Albert B. Fernandez, Partner

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

N/A

To Whom Made:

N/A

Amount:

N/A

Date of Contribution:

N/A

Signature:



Title: Partner

Company: C.F. Zavala Group

Date:

11/18/03

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.