

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PUBLIC WORKS DEPARTMENT**

**CONSENT AGENDA**  
**ITEM NO. 13**

**TO:** Mayor and City Council

**FROM:** Thomas G. Wendorf, P.E., Director of Public Works

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Melissa Byrne Vossmer; Andrew Martin; Peter Zanoni; Milo D. Nitschke; file

**SUBJECT:** Henderson Pass Low Water Crossing

**DATE:** March 25, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the proposal and awards a professional service contract in the amount of \$321,221 payable to Structural Engineering Associates, Inc. (SEA), a MBE and SBE, for engineering services and authorizes \$32,122 for design contingency expenses, for an overall total amount of \$353,343 in connection with the Henderson Pass Low Water Crossing project, an authorized 2003-2007 Storm Water Revenue Bond funded project located in City Council District 9.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This ordinance authorizes compensation to Structural Engineering Associates, Inc. (SEA), for engineering services to include design, plan preparation and bid documents, construction phase services and additional services to include Texas Department of Licensing and Regulation (TDLR) review and inspection, traffic control, tree surveying, soil borings, record drawings, Storm Water Pollution Prevention Plan (SW3P), and U.S. Army Corps of Engineers (USACOE) 404 permit, as shown in the Professional Services Agreement included herein as Attachment 2. The project is anticipated to be complete by December of 2006.

This project will provide for the construction of a bridge and street approaches on Henderson Pass over Lorence Creek. The bridge will accommodate two lanes of traffic in each direction and will include sidewalks for pedestrian traffic. The project will also accommodate a bicycle path under the bridge and will include the necessary regrading of the existing channel.

**POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to design previously approved 2003-2007 Storm Water Revenue Bond funded Capital Improvement Projects.

## **FISCAL IMPACT**

This is a one-time capital improvement expenditure within budget and not included in the FY 04-09 Capital Improvement Program Budget. Funds in the amount of \$353,343 are available from 2003 Storm Water Revenue Bonds, and are authorized payable as follows:

\$321,221.00	payable to Structural Engineering Associates, Inc. (SEA) for engineering services
\$ 32,122.00	payable for design contingency expenses

## **COORDINATION**

This request for ordinance has been coordinated with the Finance Department and the Office of Management and Budget.

## **SUPPLEMENTARY COMMENTS**

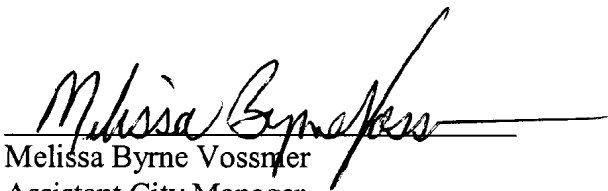
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

## **ATTACHMENTS**

- 1) Project Map
- 2) Professional Services Agreement
- 3) Discretionary Contracts Disclosure Form

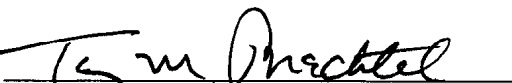


Thomas G. Wendorf, P. E.  
Director of Public Works

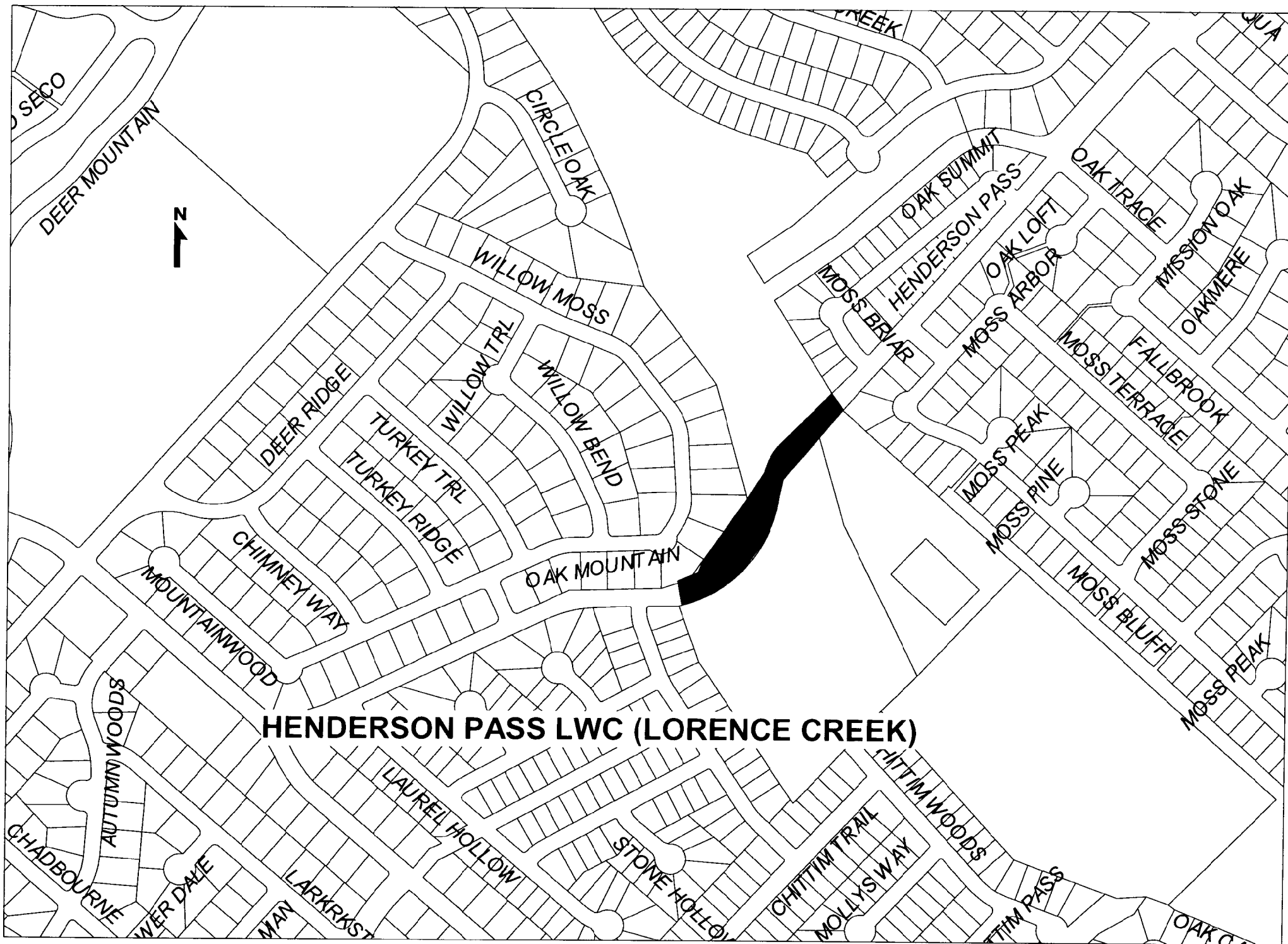


Melissa Byrne Vossmer  
Assistant City Manager

Approved:



Terry M. Brechtel  
City Manager



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES**

**STATE OF TEXAS**

**COUNTY OF BEXAR**

**AGREEMENT FOR  
HENDERSON PASS LOW WATER CROSSING**

This **AGREEMENT** is made and entered into by and between the City of San Antonio (hereinafter referred to as "**CITY**"), a Texas Municipal Corporation acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_, passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2004 and Structural Engineering Associates, Inc. (SEA) (hereinafter referred to as "**CONSULTANT**"), both of which may be referred to herein collectively as the "**PARTIES**".

**IN CONSIDERATION** of the mutual covenants, terms, conditions, privileges and obligations herein contained, **CITY** and **CONSULTANT** do hereby agree as follows:

**I. DEFINITIONS**

As used in this **AGREEMENT**, the following terms shall have meanings as set out below:

1.1 "Director" means the director of **CITY**'s Public Works Department, or the designated project manager identified by the Notice to Proceed.

1.2 "Project" means the capital improvement/construction development undertaking of **CITY** for which **CONSULTANT**'s design services, as stated in the Scope of Services, are to be provided pursuant to this **AGREEMENT**.

1.3 "Ab Initio" means from the beginning; from the first act; from the inception. *See Black's Law Dictionary, 5<sup>th</sup> Ed., © 1983.*

1.4 "Respondeat Superior" means let the master answer. This maxim means that a master is liable in certain cases for the wrongful acts of his servant, and a principal for those of his agent. *See Black's Law Dictionary, 5<sup>th</sup> Ed., © 1983.*

**II. PERIOD OF SERVICE**

This **AGREEMENT** shall take effect on the eleventh (11<sup>th</sup>) calendar day after it is approved by the San Antonio City Council or upon execution by both parties, whichever date is later, and

continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services.

### **III. SCOPE OF SERVICES**

3.1 **CONSULTANT** shall not commence work until **CONSULTANT** has been thoroughly briefed on the scope of Project, and has been notified in writing by Director to proceed. **CONSULTANT** shall provide a written summary of the scope meeting, including a description of the Project's scope and **CONSULTANT's** services required by said scope. Should the scope subsequently change, either party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot exceed the maximum allowed for additional services in Article V, Compensation, and cannot substantially alter the original scope of this **AGREEMENT**.

3.2 **CONSULTANT**, in consideration for the compensation herein provided, shall render the professional services necessary for the development of the Project to substantial completion, including plans and specifications, construction services and any special and general conditions and instruction to bidders as acceptable to Director.

3.3 **CONSULTANT** shall be represented by a professional engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings and other meetings as may be required by the Project development process. All design submittals shall carry the signature and seal or, in the case of progress, or incomplete submittals, an appropriate disclaimer with the professional engineer's name and license number, with the date of the submittal adjacent thereto of a licensed professional engineer.

3.4 **CONSULTANT** shall complete the various phases of work listed in this Article III "Scope of Services", including all attachments hereto, in accordance with the Production Schedule in Attachment "B" of this **AGREEMENT**. Director may, in writing, extend any delivery dates contained in said Attachment "B", Production Schedule, as requested by **CONSULTANT**.

3.5 Upon acceptance and approval of the plans, reports or other producibles required for a phase of work, as set forth in the Scope of Services, Director shall authorize **CONSULTANT**, in writing, to proceed with the next phase of work.

3.6 The following is a list of all the documents that comprise the Scope of Services for this Project: Each such document is attached hereto and incorporated herein for all purposes. **CONSULTANT** agrees to perform all work required by this Scope of Services.

3.6.1 ATTACHMENT "A" (Scope of Services)

3.6.2 ATTACHMENT "B" – (Production Schedule)

3.6.3 ATTACHMENT "C" – (Consultant's Fee Proposal and SBEDA Participation Statement From Consultant's Interest Statement)

#### **IV. COORDINATION WITH THE CITY**

4.1 **CONSULTANT** shall hold periodic conferences with Director, so that the project, as developed, shall have the full benefit of **CITY's** experience and knowledge of existing needs and facilities and be consistent with its current policies and standards. No more than two conferences shall be held per phase, unless otherwise agreed to by Parties. **CITY** shall make available, for **CONSULTANT's** use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this Project as may be requested by **CONSULTANT** at no cost to **CONSULTANT**.

4.2 Director shall act on behalf of **CITY** with respect to the work performed under this **AGREEMENT**. He shall have complete authority to transmit instructions, receive information, and interpret and define **CITY's** policies and decisions with respect to materials, equipment elements and systems pertinent to **CONSULTANT's** services.

4.3 **CITY** shall provide written notice to the **CONSULTANT** of any errors or omissions discovered in the **CONSULTANT's** services, or performance, or of any development that affects the scope or timing of **CONSULTANT's** services.

4.4 **CONSULTANT** shall complete all applications and furnish all required data, as set forth in the Scope of Services, compiled by **CONSULTANT** for **CITY's** use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Project as may be necessary for completion of the Project. **CONSULTANT** shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article V, entitled "Compensation".

#### **V. COMPENSATION**

5.1 For and in consideration of the services to be rendered by **CONSULTANT**, **CITY** shall pay **CONSULTANT** the fee set forth in this Article V, Compensation. **CITY** may request **CONSULTANT** to perform an engineering study to refine the Project scope. Payment for such a study will be negotiated in accordance with Article V, Section 5.5 herein.

5.2 Nothing contained in this **AGREEMENT** shall require **CITY** to pay for any unsatisfactory work, as determined by Director, or for work that is not in compliance with the terms of this **AGREEMENT**. **CITY** shall not be required to make any payments to **CONSULTANT** at any time **CONSULTANT** is in default under this **AGREEMENT**.

##### **5.3 BASIS FOR COMPENSATION**

A. The total fee for **CONSULTANT's** work as defined in the Scope of Services shall be **three hundred twenty-one thousand two hundred twenty-one and no/100 dollars (\$321,221.00)**.

B. **CONSULTANT** may submit invoices for partial payment prior to submittal of review documents as outlined below. **CONSULTANT** must submit a written progress report detailing work performed for the billing period reflected in the invoice. A partial payment made must be in proportion to the work performed as reflected in the report and approved by Director. Partial payments shall be payable no later than thirty (30) days following acceptance by Director. Partial payments shall not exceed 70% of each phase prior to acceptance of that phase by **CITY**. The balance due for that phase will be paid upon acceptance of the phase by **CITY**. **CITY** shall have no more than 45 days from the date of submittal within which to review and approve or reject said phase. If no action has been taken by Director at the expiration of the 45 day review period, said phase shall be deemed approved. If any phases are authorized to be omitted then the percentage allocation will be applied to the next appropriate phase. Payments shall be made to the **CONSULTANT** in accordance with the following:

- 1) PRELIMINARY PHASE "A": 30% of the total fee due **CONSULTANT** shall be payable no later than thirty (30) days following acceptance of the Preliminary Phase "A" work by **CITY**;
- 2) PRELIMINARY PHASE "B": 30% of the total fee due **CONSULTANT** shall be payable no later than thirty (30) days following acceptance of the Preliminary Phase "B" work by **CITY**.
- 3) FINAL DESIGN: 20% of the total fee due **CONSULTANT** shall be payable no later than thirty (30) days following acceptance of the Final Design by **CITY**.
- 4) BID PHASE & DOCUMENTS: 5% of the total fee due **CONSULTANT** shall be payable no later than thirty (30) days following acceptance of the Bid Documents by **CITY**.
- 5) CONSTRUCTION PHASE: 15% of the total fee due **CONSULTANT** shall be payable by **CITY** in monthly installments in accordance with the percentage of construction completed as determine by Director in his sole discretion.

5.4 **MODIFICATIONS** - **CONSULTANT** and **CITY** acknowledge the fact that the base fee as determined in section 5.3(A) above has been established predicated upon the total estimated costs of services to be rendered under the **AGREEMENT**. For additional services, compensation shall be subject to renegotiations in accordance with section 5.5 below.

#### 5.5 **COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

**CONSULTANT** may be required to perform the additional services listed in 5.5(B) below, subject to appropriations having been made therefore, in connection with this **AGREEMENT**. Should **CONSULTANT** be directed in writing by Director to perform these services, compensation shall be paid by **CITY** to **CONSULTANT** as authorized in writing by Director, as follows:

- A. The basis for compensation for additional services may be in one or more of the following forms:

- (1) Rate for testimony of principals to be negotiated.
- (2) Non-Principal - Salary cost times a multiplier of 2.5 with a stated maximum not to be exceeded.
- (3) Principal – hourly rate set forth in 5.5(D) herein with a stated maximum not to be exceeded.
- (4) Reimbursement of non-labor expenses and **CITY** directed subcontract expenses at invoice cost plus a 15% service charge.
- (5) Lump sum per item of work to be negotiated.
- (6) Lump sum to be negotiated.

B. Additional services include, but are not limited to the following:

- (1) Assistance to **CITY** as an expert witness in any litigation with third parties, arising from the development or construction of the Project including the preparation of engineering data and reports.
- (2) Preparation of plats and field notes for acquisition of property required for the construction of the project.
- (3) Site visits for ROW pin locating and/or setting for utility companies.
- (4) Preparation of applications and supporting documents for governmental grants, loans, or advances in connection with the Project.
- (5) Preparation or review of environmental assessments and impact statements.
- (6) Review and evaluation of the effect on design requirements of the Project of any assessments, statements, or documents prepared by others.
- (7) Assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (8) Revising previously accepted studies, reports, design documents or **AGREEMENT** documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards, design criteria or orders enacted subsequent to the preparation of such studies, reports, and documents, or are due to causes beyond **CONSULTANT's** control.
- (9) Preparation of feasibility studies not required in the base **AGREEMENT**.
- (10) Detailed quantity surveys of materials, equipment and labor during or after construction phase.
- (11) Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions by **CITY** proposed by the **CONTRACTOR** retained to construct the designed Project; and services after the award of each **CONTRACT** in evaluating and determining the acceptability of an unreasonable and excessive number of substitutions proposed by **CONTRACTOR**.
- (12) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
- (13) Additional copies of reports, drawings and specifications over the number specified in the base **AGREEMENT**.
- (14) Preparation of all documents dealing with 404 permits, highway permits, and railroad agreements.
- (15) Preparation of driveway plats.



- (16) Obtaining Right of Entry Agreements on behalf of **CITY** for driveway penetrations.
- (17) Detailed measurements and surveys for exploration for utilities, if required.
- (18) Preparation of record drawing after completion of work by **CONTRACTOR**.
- (19) Actual performance of test borings and other soil or foundation investigations and related analysis.
- (20) Tree surveys.

C. Salary Cost - Salary cost is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc. for time directly chargeable to the Project, plus customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation and holiday pay applicable thereto.

- a. The amount of customary and statutory benefits of all personnel other than Principals of the Consulting Firm will be considered equal to 39.12 % of salaries or wages.

D. 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>
<u>Jesse S. Covarrubias</u>	<u>\$ 191.51</u>

5.6 **MAXIMUM COMPENSATION FOR ADDITIONAL SERVICES** – Total cumulative costs for the additional services listed in Section 5.5 or in Article VI below shall not exceed that amount appropriated by **CITY** as set forth in the ordinance authorizing this **AGREEMENT**, without prior authorization of the San Antonio City Council by passage of an ordinance therefore.

## **VI. REVISIONS TO DRAWINGS AND SPECIFICATIONS**

**CONSULTANT** shall provide, at no expense to **CITY**, reasonable minor revisions to any phase, whether previously approved and accepted, as may be required to satisfy the scope of services established by this **AGREEMENT**. Approval of any phase constitutes **CITY's** acceptance of the design presented. After acceptance of each phase of the Project, any revisions, additions, or modifications made at **CITY's** request which constitute a change in the Scope of Services shall be subject to additional compensation to **CONSULTANT** as agreed upon by **CITY**, subject to Article V, Section 5.6 above.

## **VII. OWNERSHIP OF DOCUMENTS**

7.1 **CONSULTANT** acknowledges and agrees that **CITY** shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this **AGREEMENT** and shall be used as **CITY** desires and shall be delivered to **CITY** at no additional cost to **CITY** upon request or completion or termination of this **AGREEMENT** without restriction on future use.

7.2 **CONSULTANT** agrees and covenants to protect any and all proprietary rights of **CITY** in any materials provided to **CONSULTANT**. Such protection of proprietary rights by **CONSULTANT** shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to **CITY**. Additionally, any materials provided to **CONSULTANT** by **CITY** shall not be released to any third party without the consent of **CITY** and shall be returned intact to **CITY** upon completion or termination of this **AGREEMENT**.

7.3 **CONSULTANT** hereby assigns all statutory and common law copyrights to any copyrightable work that in part or in whole was produced from this **AGREEMENT** to **CITY**, including all moral rights. No reports, maps, documents or other copyrightable works produced in whole or in part by this **AGREEMENT** shall be subject of an application for copyright by **CONSULTANT**. All reports, maps, project logos, drawings or other copyrightable work produced under this **AGREEMENT** shall become the property of **CITY** (excluding any instrument of services, unless otherwise specified herein). **CONSULTANT** shall, at its expense, defend all suits or proceedings instituted against **CITY** and pay any award of damages or loss resulting from an injunction, against **CITY**, insofar as the same are based on any claim that materials or work provided under this **AGREEMENT** constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

7.4 **CONSULTANT** may make copies of any and all documents and items for its files. **CONSULTANT** shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers, or other persons, subsequent to the completion of the Project. **CITY** shall require that any such change or other use shall be appropriately marked to reflect what was changed or modified.

7.5 Copies of documents that may be relied upon by **CITY** are limited to the printed copies (also known as hard copies) that are sealed and signed by **CONSULTANT**. Files in electronic media format of text, data, graphics, or other types that are furnished by **CONSULTANT** to **CITY** are only for convenience of **CITY**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

## **VIII. TERMINATION AND/OR SUSPENSION OF WORK**

8.1 For purposes of this **AGREEMENT**, termination of this **AGREEMENT** shall mean termination by expiration of the **AGREEMENT** term or earlier termination pursuant to any of the provisions hereof.

## **8.2 TERMINATION WITHOUT CAUSE.**

8.2.1 This **AGREEMENT** may be terminated by either party upon written notice in accordance with Article XVIII, Notice. Such notice must specify an effective date of termination, which shall be not less than thirty (30) calendar days after the date of receipt of the notice by the other Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other Party.

8.2.2 This **AGREEMENT** may be terminated by **CITY** prior to Director giving **CONSULTANT** written notice to proceed pursuant to Article III, Section 3.1, should Director, at his sole discretion, determine that it is not in **CITY's** best interest to proceed with this **AGREEMENT**. Such notice shall be provided in accordance with Article XVIII, Notice and shall be effective upon delivery by **CITY** in accordance with Article XVIII.

8.2.3 **CITY** shall equitably compensate **CONSULTANT** in accordance with the terms of this **AGREEMENT** for the Services properly performed prior to the effective date of termination, following inspection and acceptance of same by **CITY**. **CONSULTANT** shall not, however, be entitled to lost or anticipated profits should **CITY** choose to exercise its option to terminate.

## **8.3 DEFAULTS WITH OPPORTUNITY FOR CURE.**

Should **CONSULTANT** fail to provide the required designs and/or documents required by Article III, Scope of Services by the due dates establish in Article III, Attachment B, Production Schedule, in acceptable form, as indicated in said Scope of Services as approved by Director, same shall be considered a default. However, Parties agree that no default shall be considered to occur where **CONSULTANT's** failure to provide the designs and/or documents is directly caused by the actions of **CITY**. **CITY** shall deliver written notice of said default specifying such matter(s) in default. **CONSULTANT** shall have ten (10) days after receipt of the written notice, in accordance with Article XVIII, Notice, to cure such default. If **CONSULTANT** fails to cure the default within such ten-day cure period, **CITY** shall have the right, without further notice, to terminate this **AGREEMENT** in whole or in part as **CITY** deems appropriate, and to **CONTRACT** with another contractor to complete the work required in this **AGREEMENT**. **CITY** shall also have the right to offset the cost of said new **CONTRACT** with a new contractor against **CONSULTANT's** future or unpaid invoice(s), subject to the duty on the part of **CITY** to mitigate its losses to the extent required by law.

## **8.4 TERMINATION FOR CAUSE.** Upon written notice, **CITY** may terminate this **AGREEMENT** upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this **AGREEMENT**:

8.4.1 **CONSULTANT** makes or allows to be made any material misrepresentation or provides any materially misleading information in connection with this **AGREEMENT**, including, but not limited to, **CONSULTANT's** Interest Statement, or any covenant, obligation, term or condition contained in this **AGREEMENT**; or

8.4.2 **CONSULTANT** violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this **AGREEMENT**, except those events of default for which an opportunity to cure is provided herein; however, if such default as provided in Section 8.3, Defaults with Opportunity for Cure, exceeds the following, same shall be considered an Event for Cause, subject to the remedies as provided herein:

(A) **CONSULTANT** fails to cure a default listed in Section 8.3 within the time period required for cure; or

(B) **CONSULTANT** is in default as provided in Section 8.3 on more than one occasion in any consecutive twelve (12) month period.

8.4.3 **CONSULTANT** attempts to assign this **AGREEMENT** contrary to the terms hereof; or experiences a change in ownership interest greater than thirty percent (30%), or control of its business entity; or

8.4.4 **CONSULTANT** ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this **AGREEMENT** shall continue); or if a receiver, trustee or liquidator is appointed for it or any substantial part of **CONSULTANT's** assets or properties; or

8.4.5 **CONSULTANT** fails to comply in any respect with the insurance requirements set forth in this **AGREEMENT**; or

8.4.6 **CONSULTANT** violates any rule, regulation or law by which **CONSULTANT** is bound or shall be bound while and in performing the services required under this **AGREEMENT**.

8.5 **TERMINATION BY LAW.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this **AGREEMENT** shall automatically terminate as of the effective date of such prohibition.

8.6 **EFFECT OF TERMINATION.** Notwithstanding Section 8.3, Defaults with Opportunity for Cure, upon a decision to terminate by **CITY**, written notice of such shall be immediately provided to **CONSULTANT** specifying the effective date of termination, notice of which shall be given in accordance with Article XVIII, Notice.

8.6.1 Regardless of how this **AGREEMENT** is terminated, and subject to 8.6.2, **CONSULTANT** shall affect an orderly transfer to **CITY** or to such person(s) or firm(s) as the **CITY** may designate, at no additional cost to **CITY**, all completed or partially completed specifications and reproducibles of all completed or partially completed designs

and plans prepared pursuant to this **AGREEMENT**, documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by **CONSULTANT**, or provided to **CONSULTANT**, hereunder in accordance with Article VII, Ownership of Documents. Any record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at **CONSULTANT**'s sole cost and expense. Payment of compensation due or to become due to **CONSULTANT** is conditioned upon delivery of all such documents.

8.6.2 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this **AGREEMENT**, **CONSULTANT** shall submit to **CITY** its claims, in detail, for the monies owed by **CITY** for services performed under this **AGREEMENT** through the effective date of termination. Failure by **CONSULTANT** to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of **CITY** and constitute a **Waiver** by **CONSULTANT** of any and all right or claims to collect moneys that **CONSULTANT** may rightfully be otherwise entitled to for services performed pursuant to this **AGREEMENT**.

8.6.3 Upon the effective date of expiration or termination of this **AGREEMENT**, **CONSULTANT** shall cease all operations of work being performed by **CONSULTANT** or any of its subcontractors pursuant to this **AGREEMENT**.

8.6.4 **Termination not sole remedy.** In no event shall **CITY**'s action of terminating this **AGREEMENT**, whether for cause or otherwise, be deemed an election of **CITY**'s remedies, nor shall such termination limit, in any way, at law or at equity, **CITY**'s right to seek damages from or otherwise pursue **CONSULTANT** for any default hereunder or other action.

8.7 **RIGHT OF CITY TO SUSPEND GIVING RISE TO RIGHT OF CONSULTANT TO TERMINATE.**

8.7.1 **CITY** may suspend this **AGREEMENT** at the end of any phase for the convenience of **CITY** by issuing a signed, written notice of suspension (citing this paragraph) as provided in Article XVIII, Notice, which shall outline the reasons for the suspension and the duration of the suspension. However, it is understood and agreed by the Parties that the total number of days of suspension as reflected in said notice is not guaranteed, and in fact, may be shorter or longer. Such suspension shall take effect upon the date set forth in the notice, or if no date is set forth, immediately upon **CONSULTANT**'s receipt of said notice.

8.7.2 **CONSULTANT** may terminate this **AGREEMENT** in the event such suspension exceeds one hundred and twenty (120) calendar days. **CONSULTANT** may exercise this right to terminate by issuing a signed, written notice of termination, in accordance with Article XVIII, Notice, (citing this paragraph) to **CITY** after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by **CITY**.

## **8.8 PROCEDURES FOR CONSULTANT TO FOLLOW UPON RECEIPT OF NOTICE OF SUSPENSION.**

- 8.8.1 Upon receipt of written notice of suspension, **CONSULTANT** shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this agreement and cancel all existing orders and contracts.
- 8.8.2 **CONSULTANT** shall prepare a statement showing in detail the services performed under this agreement prior to the effective date of suspension.
- 8.8.3 All completed or partially completed designs, plans and specifications prepared under this agreement prior to the effective date of suspension shall be prepared for possible delivery to **CITY** but shall be retained by **CONSULTANT** until such time as **CONSULTANT** may exercise the right to terminate.
- 8.8.4 In the event that **CONSULTANT** exercises the right to terminate after the suspension date as provided by this Article, within thirty (30) calendar days after receipt by **CITY** of **CONSULTANT**'s notice of termination, **CONSULTANT** shall submit the above referenced statement showing in detail the services performed under this agreement prior to the effective date of suspension. Nothing in this section 8.8.4 shall prevent **CONSULTANT** from submitting invoices for partial payments for work performed prior to the termination date as provided by Article V, Compensation.
- 8.8.5 Additionally, any documents prepared in association with this **AGREEMENT** shall be delivered to **CITY** by **CONSULTANT**, as a pre-condition to final payment, within thirty (30) calendar days after receipt by **CITY** of **CONSULTANT**'s notice of termination.
- 8.8.6 Upon the above conditions being met, **CITY** shall pay **CONSULTANT** that proportion of the prescribed fee which the services actually performed under this agreement bear to the total services called for under this agreement, less previous payments of the fee.
- 8.8.7 **CITY**, as a public entity, has a duty to document the expenditure of public funds. **CONSULTANT** acknowledges this duty on the part of **CITY**. To this end, **CONSULTANT** understands that failure of **CONSULTANT** to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by **CONSULTANT** of any portion of the fee for which **CONSULTANT** did not supply such necessary statements and/or documents.

## **IX. INSURANCE REQUIREMENTS**

- 9.1 Prior to the commencement of any work under this **AGREEMENT**, **CONSULTANT** shall furnish an original completed Certificate of Insurance to **CITY**'s Public Works Department and **CITY**'s Risk Management Division, and shall be clearly labeled "**HENDERSON PASS LOW WATER CROSSING**", which shall be completed by an agent authorized to bind the named

underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to **CITY**. **CITY** shall have no duty to pay or perform under this **AGREEMENT** until such certificate shall have been delivered to **CITY's** Public Works Department and **CITY's** Risk Management Office, and no officer or employee shall have authority to waive this requirement.

9.2 **CONSULTANT's** financial integrity is of interest to **CITY**, therefore, subject to **CONSULTANT's** right to maintain reasonable deductibles in such amounts as are approved by **CITY**, **CONSULTANT** shall obtain and maintain in full force and effect for the duration of this **AGREEMENT**, and any extension hereof, at **CONSULTANT's** sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to **CITY**, in the following types and amounts:

<u>TYPE</u>	<u>MINIMUM AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General (public) Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual liability	<u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per; General Aggregate limit of \$2,000,000 occurrence or its equivalent in umbrella or excess liability coverage
4. Business Automobile Liability a. Owned/Leased Vehicles b. Non-Owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims made form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error or omission in professional services.

9.3 **CITY** shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by **CITY**. **CONSULTANT** shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to **CITY** at the address provided in Article IX herein within 10 days of the requested change.

9.4 **CONSULTANT** agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name **CITY** and its officers, employees, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with **CITY**, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where **CITY** is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of **CITY**.

9.5 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by **CITY**, **CONSULTANT** shall notify **CITY** of such and shall give such notices not less than thirty (30) days prior to the change, if **CONSULTANT** knows of said change in advance, or ten (10) days notice after the change, if the **CONSULTANT** did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to **CITY** at the following addresses:

City of San Antonio	City of San Antonio
Public Works Department – Capital Programs	Risk Management
P.O. Box 839966	111 Soledad, 10 <sup>th</sup> Floor
San Antonio, Texas 78283-3966	San Antonio, Texas 78205

9.6 If **CONSULTANT** fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, **CITY** may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the AGREEMENT; however, procuring of said insurance by **CITY** is an alternative to other remedies **CITY** may have, and is not the exclusive remedy for failure of **CONSULTANT** to maintain said insurance or secure such endorsement. In addition to any other remedies **CITY** may have upon **CONSULTANT**'s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, **CITY** shall have the right to order **CONSULTANT** to stop work hereunder, and/or withhold any payment(s) which become due to **CONSULTANT** hereunder until **CONSULTANT** demonstrates compliance with the requirements hereof. A stop work order given to **CONSULTANT** by **CITY** in accordance with this Article shall not constitute a Suspension of Work pursuant to Article VIII, Section 8.7.

9.7 Nothing herein contained shall be construed as limiting in any way the extent to which **CONSULTANT** may be held responsible for payments of damages to persons or property resulting from **CONSULTANT**'s or its subcontractors' performance of the work covered under this AGREEMENT.



9.8 It is agreed that **CONSULTANT's** insurance shall be deemed primary with respect to any insurance or self insurance carried by **CITY** of San Antonio for liability arising out of operations under this **AGREEMENT**.

## **X. INDEMNIFICATION**

10.1 **CONSULTANT**, whose work product is the subject of this **AGREEMENT** for engineering services, agrees to **INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES HARMLESS** against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES** while in the exercise of performance of the rights or duties under this **AGREEMENT**. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of **CITY**, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.2 **CONSULTANT** shall advise **CITY** in writing within 24 hours of any claim or demand against **CITY** or **CONSULTANT** known to **CONSULTANT** related to or arising out of **CONSULTANT's** activities under this **AGREEMENT**.

10.3 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **XI. ENGINEER'S LIABILITY**

11.1 Acceptance of the final plans by **CITY** shall not constitute nor be deemed a release of the responsibility and liability of **CONSULTANT**, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by **CITY** for any defect in the designs, working drawings, specifications or other documents and work prepared by said **CONSULTANT**, its employees, subcontractors, and agents.

11.2 Standard of Care: Services provided by **CONSULTANT** under this **AGREEMENT** will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

## **XII. LICENSING**

**CONSULTANT** shall utilize qualified personnel to complete the work to be performed under this **AGREEMENT**, and all work performed under this **AGREEMENT** is to be executed under the direct supervision of a licensed professional engineer as required by state law. Persons retained to perform work pursuant to this **AGREEMENT** shall be the employees or subcontractors of **CONSULTANT**. **CONSULTANT** or its subcontractors shall perform all necessary work.

## **XIII. ASSIGNMENT OF RIGHTS OR DUTIES**

13.1 By entering into this **AGREEMENT**, **CITY** has approved the use of any subcontractors identified in **CONSULTANT**'s Interest Statement. No further approval shall be needed for **CONSULTANT** to use such subcontractors as are identified in **CONSULTANT**'s Interest Statement.

13.2 Except as otherwise required herein, **CONSULTANT** may not sell, assign, pledge, transfer or convey any interest in this **AGREEMENT** nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of **CITY**. Actual engineering services, those required by law to be performed by a licensed engineer, or services to be performed which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the written approval of the San Antonio City Council, by approval and passage of an ordinance therefore. Any other services to be performed under this **AGREEMENT** may be subcontracted upon the written approval of Director.

13.3 As a condition of consent, if same is given, **CONSULTANT** shall remain liable for completion of the services outlined in this **AGREEMENT** in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this **AGREEMENT** to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by **CITY** in accordance with this Article.

13.4 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this **AGREEMENT**, without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should **CONSULTANT** assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this **AGREEMENT**, **CITY** may, at its option, terminate this **AGREEMENT** in accordance with Article VIII, Termination, and all rights, titles and interest of **CONSULTANT** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this **AGREEMENT**. The violation of this provision by **CONSULTANT** shall in no event release **CONSULTANT** from any obligation under the terms of this **AGREEMENT**, nor shall it relieve or release **CONSULTANT** from the payment of any damages to **CITY**, which **CITY** sustains as a result of such violation.

13.5 **CONSULTANT** agrees to notify Director of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to **CITY** under this **AGREEMENT**, any such change of ownership interest or control of its business entity may be grounds for termination of this **AGREEMENT** in accordance with Article VIII, Termination.

#### **XIV. INDEPENDENT CONTRACTOR**

14.1 **CONSULTANT** covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of **CITY**; that **CONSULTANT** shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between **CITY** and **CONSULTANT**, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between **CITY** and **CONSULTANT**.

14.2 No Third Party Beneficiaries - For purposes of this **AGREEMENT**, including its intended operation and effect, the Parties specifically agree and **CONTRACT** that: (1) this **AGREEMENT** only affects matters/disputes between the Parties to this **AGREEMENT**, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with **CITY** or **CONSULTANT** or both, or that such third parties may benefit incidentally by this **AGREEMENT**; and (2) the terms of this **AGREEMENT** are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either **CITY** or **CONSULTANT**.

#### **XV. EQUAL EMPLOYMENT OPPORTUNITY**

**CONSULTANT** shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, **CONSULTANT** agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

#### **XVI. SBEDA REQUIREMENTS**

16.1 **CONSULTANT** hereby acknowledges that it is the policy of the **CITY** of San Antonio to assist in increasing the competitiveness and qualifications of small ("SBE"), women ("WBE"), handicapped and minority-owned business ("MBE") enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by **CITY**. This policy and its implementation is known as the Small Business Economic Development Advocacy Program (hereinafter referred to as "SBEDA Program").

16.2 **CONSULTANT** agrees to implement the plan submitted in **CONSULTANT's** response to **CITY's** Request for Interest Statement under the SBEDA Program for Small, Minority and Women-owned Business Participation in this **AGREEMENT**, thereby meeting the percentages for participation of those groups as submitted therein. **CONSULTANT** agrees to be in full compliance with this article by meeting the percentages listed in **CONSULTANT's** Interest Statement no later than 60 days from the date of execution of this **AGREEMENT**, and to remain in compliance throughout the term of this **AGREEMENT**. **CONSULTANT** further agrees to continue to make every effort to utilize businesses for subcontracting and supplying during the duration of this **AGREEMENT**, as may be approved pursuant to this **AGREEMENT**, that will meet the percentages submitted in **CONSULTANT's** Interest Statement. Changes in contract value by changes in work orders, **AGREEMENT** amendments, or use of contract alternatives, which result in an increase in the value of the **AGREEMENT** by 10% or greater require the **CONSULTANT** to increase its use of business enterprises described in this section, if such is necessary to maintain the same percentages as exist in **CONSULTANT's** Interest Statement. However, the delegation of any duties hereunder by any means must be approved by **CITY** as stated herein.

16.3 **CONSULTANT** shall maintain records showing all contracts, subcontracts, and supplier awards to SBE/MBE/WBE's. **CONSULTANT** shall submit annual reports to **CITY's** Department of Economic Development, identifying the above activity and other efforts at increasing SBE/MBE/WBE participation in the **AGREEMENT**. Further, such records shall be open to inspection by **CITY** or its authorized agent at all reasonable times. Should **CITY** find that **CONSULTANT** is not in compliance with this article, **CITY** shall give notice of non-compliance to **CONSULTANT**. **CONSULTANT** shall have 30 calendar days to correct any and all deficiencies in compliance with this article. Failure to comply with this article and/or to correct any deficiencies within the time allotted shall be considered a material breach of this **AGREEMENT** and may subject **CONSULTANT** to any of the penalties listed in **CITY** of San Antonio Ordinance No. 77758, at **CITY's** option. Further, such failure may be considered a default for which **CITY** may terminate this **AGREEMENT** in accordance with Article VIII, Termination.

16.4 **CONSULTANT** shall appoint a representative of its company to administer and coordinate its efforts to carry out these requirements.

16.5 In all events, **CONSULTANT** shall comply with the **CITY's** Small, Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 77758, and the amendments thereto. Said ordinances are incorporated herein for all purposes, as if fully set forth herein.

16.6 It is **CITY's** understanding, and this **AGREEMENT** is made in reliance thereon, that **CONSULTANT**, in the performance of services required hereunder, will use the subcontractor(s) listed in its response to **CITY's** Request for Interest Statement.

16.7 Any work or services subcontracted by **CONSULTANT** shall be by written contract, and unless specific waiver is granted in writing by **CITY**, shall be subject by its terms to each and every provision of this **AGREEMENT**. Compliance by subcontractor with the provisions of said contract shall be the responsibility of **CONSULTANT**.

16.8 **CITY** shall in no event be obligated to any third party, including any subcontractor of **CONSULTANT**, for performance or services or payment of fees.

## **XVII. ESTIMATES OF COST**

Because **CONSULTANT** has no control over the cost of construction labor, materials or equipment or over the construction contractor's methods of determining prices, or over competitive bidding or market conditions, **CONSULTANT's** opinions of probable construction cost provided herein shall be made on the basis of **CONSULTANT's** experience and qualifications and represent **CONSULTANT's** best judgment as a design professional familiar with the construction industry. **CONSULTANT** cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by **CONSULTANT**.

## **XVIII. NOTICES**

Unless otherwise expressly provided elsewhere in this **AGREEMENT**, any election, notice or communication required or permitted to be given under this **AGREEMENT** shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

### **If intended for CITY, to:**

CITY of San Antonio  
Public Works Department - Capital Programs  
Attn: William E. Krause, Capital Programs Mgr.  
P.O. Box 839966  
San Antonio, Texas 78283-3966

### **If intended for CONSULTANT, to:**

Jesse S. Covarrubias, P.E.,  
President  
Structural Engineering Associates, Inc. (SEA)  
3838 N.W. Loop 410  
San Antonio, Texas 78229

## **XIX. INTEREST IN CITY CONTRACTS PROHIBITED**

19.1 **CONSULTANT** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with **CITY** or any **CITY** agency such as **CITY** owned utilities. An officer or employee has a "prohibited financial interest" in a contract with **CITY** or in the sale to **CITY** of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a **CITY** officer or employee;

his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a **CITY** contract, a partner or a parent or subsidiary business entity.

19.2 **CONSULTANT** warrants and certifies, and this **AGREEMENT** is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of **CITY**. **CONSULTANT** further warrants and certifies that it has tendered to **CITY** a Discretionary Contracts Disclosure Statement in compliance with **CITY**'s Ethics Code.

## **XX. SOLICITATION**

**CONSULTANT** warrants and represents that he has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, to solicit or secure this **AGREEMENT**, nor paid or agreed to pay any company or person, other than a bona fide employee working solely for **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this **AGREEMENT**. This representation constitutes a substantial part of the consideration for the making of this **AGREEMENT**.

## **XXI. CONTRACT CONSTRUCTION**

All parties have participated fully in the review and revision of this **AGREEMENT**. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this **AGREEMENT**.

## **XXII. FAMILIARITY WITH LAW AND CONTRACT TERMS**

**CONSULTANT** represents that, prior to signing this **AGREEMENT**, **CONSULTANT** has become thoroughly acquainted with all matters relating to the performance of this **AGREEMENT**, all applicable laws, and all of the terms and conditions of this **AGREEMENT**.

## **XXIII. APPLICABLE LAW**

This **AGREEMENT** shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **XXIV. VENUE**

The obligations of the parties to this **AGREEMENT** shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

## **XXV. SEVERABILITY**

In the event any one or more paragraphs or portions of this **AGREEMENT** are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this **AGREEMENT**, but such shall be confined to the specific section, sentences, clauses or portions of this **AGREEMENT** held invalid or unenforceable.

## **XVI. FORCE MAJEURE**

In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

## **XVII. SUCCESSORS**

This **AGREEMENT** shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this **AGREEMENT**, their assigns.

## **XXVIII. NON-WAIVER OF PERFORMANCE**

28.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this **AGREEMENT** shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this **AGREEMENT**, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this **AGREEMENT** shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of **CITY**, such changes must be approved by the San Antonio City Council.

28.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XXIX. PARAGRAPH HEADINGS**

The headings of this **AGREEMENT** are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

### **XXX. LEGAL AUTHORITY**

The signer of this **AGREEMENT** for **CITY** and **CONSULTANT** each represents, warrants, assures and guarantees that he has full legal authority to execute this **AGREEMENT** on behalf of **CITY** and **CONSULTANT** respectively, and to bind **CITY** and **CONSULTANT** to all of the terms, conditions, provisions and obligations herein contained.

### **XXXI. INCORPORATION OF ATTACHMENTS**

**CONSULTANT** understands and agrees that all attachments, including appendices thereto, referred to in this **AGREEMENT** are intended to be and hereby are incorporated herein and specifically made a part of this **AGREEMENT** for all purposes. Said attachments are as follows:

ATTACHMENT "A" (Scope of Services)

ATTACHMENT "B" – (Production Schedule)

ATTACHMENT "C" – (**CONSULTANT**'s Fee Proposal and SBEDA Participation Statement from **CONSULTANT**'s Interest Statement)

In the event of a conflict or inconsistency between any attachment and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall govern and prevail. In the event of a conflict or inconsistency between Attachment "A" and Attachments "B" and/or Attachment "C", the terms of Attachment "A" shall control over the terms of Attachment "B" and Attachment "C". In the event of a conflict or inconsistency between Attachment "B" and Attachment "C", the terms of Attachment "B" shall control over the terms of Attachment "C".

### **XXXII. ENTIRE AGREEMENT**

32.1 This **AGREEMENT**, together with its authorizing ordinance and Attachments, as listed in Article XXXI, Incorporation of Attachments, embodies the complete **AGREEMENT** of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties and approved by ordinance passed by the San Antonio City Council.



32.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this **AGREEMENT** and that any such changes shall be automatically incorporated into this **AGREEMENT** without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

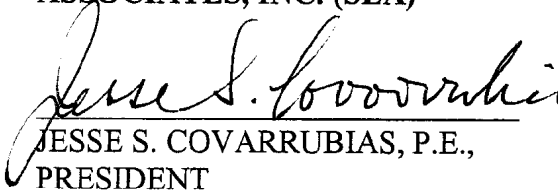
EXECUTED ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

**CITY OF SAN ANTONIO**

**CONSULTANT:**

**STRUCTURAL ENGINEERING  
ASSOCIATES, INC. (SEA)**

\_\_\_\_\_  
CITY MANAGER

  
JESSE S. COVARRUBIAS, P.E.,  
PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

## ATTACHMENT "A"

### SCOPE OF SERVICES

#### A. The Preliminary Phase:

#### CONSULTANT SHALL:

##### 1. Phase "A"

- a. Meet with CITY officials to determine the scope of the proposed project.
- b. 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.
- c. 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 and CONSULTANT shall attach a copy of documentation to the Preliminary Phase "A" Report. 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.
- d. Perform any field surveys, required to establish existing right-of-way or easement boundaries (but not right-of-way acquisition surveys), and, where necessary, site topography required to collect information needed in 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.
- e. 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 alternatives 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. Include these solutions in the Phase "A" report for determining project feasibility.
- f. Develop a program for the project including schematic layouts and drawings in sufficient detail to determine Project feasibility and give opinions of probable construction costs of the various components or portions of the Project. Include a statement addressing any anticipated right-of-way needs. After determining that sufficient data and information has been compiled, and to the extent that a recommendation can be made, prepare a report of findings and recommendations and furnish CITY with fourteen (14) copies of said report. Upon review of said report and after approval of same, CITY will furnish to CONSULTANT, in writing, authority to proceed with the completion of Preliminary Phase "B."

2. Phase "B"

- a. Prepare a preliminary plan and supporting documents of the proposed project, including plan and profile, in sufficient detail to indicate clearly the problems involved, including trees of 6" caliper or greater, if tree survey has been authorized as an additional service, and approximate locations of the existing utilities within the project site or right-of-way, and anticipate the design, if appropriate, of solutions to minimize conflicts.
- b. Prepare a complete hydrologic and hydraulic design report for the drainage system. This report must include computer models and hydraulic and energy lines plotted on a set of drawing profiles, if applicable.
- c. Show on the preliminary plan existing topographical features and improvements within and outside the right-of-way, necessary for the design of the project. Show any fence or structural encroachments; identify whether or not removal is necessary for construction and/or utility relocation, and show house numbers of each residence on the plans.
- d. When applicable, show adequate existing property lines elevations, proposed top of curb elevations, proposed top of channel elevations and all adequate proposed flow line elevations on the profiles.
- e. Under separate cover, submit one set of pavement design calculations to support the proposed roadway design. Plot and submit the energy grade lines and hydraulic grade lines on one set of prints for review by CITY's Drainage Engineer.
- f. Where applicable, under separate cover, provide supporting documents for design of corrugated pipe to support the proposed design loads.
- g. When both drainage and street reconstruction are included in the project, show the proposed drainage facilities and street improvements on the same plan and profile sheets with the proposed or existing sanitary sewer inverts shown in dashed lines on the profile. Proposed sanitary sewers must be shown on separate plan and profile sheets including proposed top of curb elevations, channel flow lines elevation, drainage crossings, wherever applicable, and storm sewers dashed double line thereon.
- h. Where no drainage improvements are required, show the street and sanitary improvements on the same plan and profile sheets.
- i. Unless directed otherwise by Director, the CONTRACT drawings shall include, but not be limited to, plan and profile sheets with the plan portion at a scale of 1" = 20'-0" horizontally and 1" = 5'-0" vertically. All drawings shall be submitted on standard 22" by 34" sheets, untrimmed, trim line to trim line.
- j. Furnish an opinion of probable construction cost based on the plan and supporting documents of the proposed construction, excluding land costs. The opinion of probable construction cost 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 constructing the project.
- k. 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.
- l. Furnish CITY with fourteen (14) copies of the Preliminary Phase plans and supporting documents including any and all of those mentioned immediately above. Upon review of said plan and supporting documents and after approval of same, CITY may furnish to CONSULTANT, in writing, approval of such plan, opinion of probable construction cost and authority to proceed with the Design Phase of the Project.

**B. Design Phase:**

**The Consultant Shall:**

1. Attend not more than three (3) citizen meetings, and, as deemed necessary by Director in his sole discretion, meet with City officials.
2. 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 this CONTRACT.
3. Conduct preliminary investigation of the need for a 404 Permit. As additional service, if necessary, assist CITY by preparing documents as required.
4. 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.
5. Perform additional field surveys, including, but not limited to one-time staking of design center-line control at each intersection and points of inflection, but not right-of-way acquisition surveys. Site topography required to collect information needed in the design of the Project.
6. 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.
  - a. Street and drainage cross sections shall be included for every fifty foot station (plus any intermediate stations if field conditions so dictate) at a scale of 1" = 10'-0" horizontally and 1"=5'0' vertically unless otherwise directed by Director. These designs shall combine the application of sound engineering principles with a high degree of economy. Design standards of other agencies, when approved by CITY shall be used when so directed by Director.
  - b. Detailed specifications shall be developed using CITY's standard Specifications for Public works Construction, and other necessary special specifications.
7. Provide fifteen (15) sets of final plans to CITY's Engineering Division of the Public Works 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 fifteen (15) sets of revised sheets only for this review. CONSULTANT shall bear the expense of the additional fifteen (15) sets of revised sheets required for this review.

**C. Bid Phase:**

**The Consultant Shall:**

1. 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.
2. Prepare and provide one complete set of the bid package, including plans, specifications, instructions to bidders, general provisions, proposal, cost estimates, and other documents necessary for CITY to advertise for bids for construction, all based on guides furnished to CONSULTANT by CITY after authorization has been received from Director to proceed with the final plans. The cost estimate shall include Public Works costs, SAWS Water and Sanitary Sewer costs, and CPS costs, if applicable.

3. Furnish not more than twenty (20) sets of bidding documents, including those specified in this paragraph.
  - a. Upon notification by CITY, CONSULTANT shall provide and submit, prior to a bid opening, ten (10) sets of plans and specifications to CITY's Plans & Records Section, Engineering Division, Public Works Department.
  - b. After the bid opening, CONSULTANT shall provide all remaining sets of plans and specifications to CITY's Capital Programs Division office, Public works Department.
4. In consultation with CITY, set a charge for plans and specifications (bid documents) based on the cost of printing, materials and handling, said charge to be assessed all bidders and vendors.

Upon the direction of CITY, issue Plans and Specifications for bidding purposes, receive and record plan depositions, 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 as scheduled by CITY to provide clarification and interpretation to bidders

5. Attend the 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.

#### **D. Construction Phase:**

#### **The Consultant Shall:**

1. Attend a Pre-Construction conference with the representative of the interested CITY Department and the Contractor.
2. Make periodic visits, no less than twice a month, 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. During such visits and on the basis of on-site observations, consult and advise CITY during construction, and submit monthly reports to CITY relating to such visits, indicating progress of construction. 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 or the safety precautions and programs incident to the work of the contractor. CONSULTANT shall provide CONSULTANT's best judgment in providing advice to CITY so that the completed project will conform to the plans and specifications. 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 CITY any deficiencies in the work actually detected by CONSULTANT. If more than six visits are required in any month, CONSULTANT may request additional compensation.
3. 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 time is a component.
4. Prepare and deliver one (1) set of driveway plats to Project Manager for approval and furnish four (4) approved copies for CITY's Inspector, if requested by Director pursuant to Article 5, section 5.5(B)(15) in the main body of this AGREEMENT.
5. Receive and review certificates of inspections, testing (to include Field, Laboratory, shop and Mill testing of materials), and approvals required by law, rules, regulations, ordinances, codes, orders, or the Contract Documents to determine generally that the results certified substantially comply with the Contract

Documents. CONSULTANT shall recommend to CITY special inspection or testing when deemed necessary to assure that materials, products, assemblages and equipment conform to the design concept and the Contract Documents.

6. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor(s).
7. Review monthly estimates and recommend approval or other appropriate action on estimates to the Contractor.
8. Observe the initial startup of the Project and the necessary performance tests required by the specifications of any machinery or equipment installed in and made a part of the Project. CONSULTANT shall advise CITY if in CONSULTANT's opinion the machinery or equipment is not operating properly and make recommendations for corrections of perceived problems.
9. Perform in company with 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 discussions with Contractor(s) concerning such deficiencies, and make recommendation as to replacement or correction of the defective work.
10. 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. CONSULTANT, after receiving the record drawings, shall transfer the information to a set of "Mylar" tracings as "Record Drawings" or documents for the CITY's permanent file. CONSULTANT shall also provide electronic files of "Record Drawings" to the CITY.
11. CITY shall require the Contractor to submit to CONSULTANT, who shall review and deliver to CITY, manufacturer's warranties or bonds on materials and equipment incorporated in the project of which such warranties or bonds were required by the specifications.
12. Develop, at the request of CITY, any changes, alterations or modifications to the Project, which appear to be advisable and feasible, and in the best interest of CITY. CONSULTANT shall be cognizant that any such change may affect one or more of the various utilities and every effort shall be made to avoid creating a conflict because of the change. Such alterations shall appear on or be attached to CITY's form "Field Alteration Request." A supply of these forms will be furnished to CONSULTANT by CITY for this purpose. At the direction of CITY's Inspector, CONSULTANT shall obtain the Contractor's price of the proposed alteration prior to submitting it to CITY for its approval. No work shall be authorized to be done by the Contractor prior to receipt of CITY's approval of the "Field Alteration Request."

**ATTACHMENT B**

**PRODUCTION SCHEDULE**

**ATTACHMENT B**  
**PROFESSIONAL SERVICES CONTRACT**  
**PRODUCTION SCHEDULE**

Project: Henderson Pass Low Water Crossing

Architect/Engineer Firm: Structural Engineering Associates, Inc. (SEA)

**SECTION 1 (Not applicable to total time)**

	<u>SCHEDULED</u>	<u>ACTUAL</u>
PRELIMINARY PHASE A: (Days to be Negotiated)		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>90</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

**SECTION 2**

**PRELIMINARY PHASE B:**

Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>90</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

**DESIGN PHASE**

Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>75</u> Days	_____ Days
Total Contract Time:	_____ Days	_____ Days

**BID PHASE & DOCUMENTS**

Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>45</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

**SEE ALSO ATTACHED CONSULTANT FEE PROPOSAL**

BY: \_\_\_\_\_

Jesse S. Covarrubias, P.E.,  
President



**ATTACHMENT C**

**CONSULTANT'S FEE PROPOSAL AND SBEDA PARTICIPATION STATEMENT FROM  
CONSULTANT'S INTEREST STATEMENT**



**STRUCTURAL ENGINEERING  
ASSOCIATES, INC.  
CONSULTING ENGINEERS**

3838 N.W. LOOP 410  
SAN ANTONIO, TX 78229

E-mail: (210) 735-9202  
sea@sbcglobal.net FAX (210) 735-2074

JESSE S. COVARRUBIAS, P.E.  
SALVADOR H. LOPEZ  
JOHNNIE C. CHING, P.E.  
ERNEST J. MECHE, P.E.  
MARTIN R. COVARRUBIAS, P.E.  
HUGO A. ALVAREZ, P.E.  
ING. ALBERTO KING

DAVID T. COVARRUBIAS, P.E.  
CHARLES F. GARZA  
SIDNEY "SID" A. MIELKE, P.E.  
LEON A. BERDUGO, P.E.  
ADRIAN M. ROMERO, P.E.  
MELVIN K. LARA, P.E.

March 9, 2004

Mr. Jim Clements, P.E.  
City of San Antonio Public Works Dept.  
Capital Programs Division  
114 W. Commerce St, 5<sup>th</sup> Floor  
San Antonio, TX 78283-3966

PROJ: Henderson Pass Bridge @ Lorence Creek  
RE: **Revised Fee Proposal**

Dear Mr. Clements,

As requested, herein, please find a copy of our revised fee proposal for the above captioned project. **Our proposed lump sum fee to provide professional services for the design of the Henderson Pass Bridge at Lorence Creek is \$321,221 as summarized on the pages following.**

The above fee is based on discussions with the City and assumptions noted in the proposals from the individual firms, which are attached. Please review the proposals from the individual firms for more detail regarding effort for each task. Particularly, please review the assumptions, which may be provided with each firm's proposal.

Below are listed some issues, which should be kept in mind when evaluating the revised fee:

1. Based on previous discussions, it is our understanding that the City wants a project that will be constructed quickly and that will minimize the amount of channel modification. It is our opinion that really only one bridge type will satisfy these criteria. Therefore, we have eliminated the detailed consideration of multiple bridge types.
2. Of the total fee amount, \$49,167.44 is for services that are typically considered additional, such as geotechnical services, TDLR review and inspection, tree survey, furnishing record drawings, SW3P and USACOE 404 Permit. That means that \$272,053.56 is for the basic services.
3. The bridge construction cost used in the project construction estimate is adequate for a typical bridge. A typical bridge would be straight and would have relatively long spans (>100 ft) with no limitation on structure depth. The bridge for this project will be curved and will require a shallow structure depth. Due to the shallow structure depth, the spans will be shorter resulting in an increased substructure cost. A more reasonable estimate of the bridge cost would add approximately \$500,000 to the project construction cost estimated by the City.

Structural Engineering Associates, Inc.

March 9, 2004

Page 2

4. The curvature of the bridge makes the design more difficult due to the lack of repetition and the resulting increase in required details.

Thank you for the opportunity to submit this proposal. If you have any questions, please call.

Sincerely,



David T. Covarrubias, P.E.

Cc: Ernest Meche, P.E. - SEA

file: c:\HendPass\Proposals\SEA\CLEMitr04.doc

*Henderson Pass Bridge at Lorence Creek*

Summary of Proposed Fees			
Consultant	Basic Services	Additional Services	Total Services
Structural Engineering Associates, Inc.	\$162,494.56	\$3,202.44	\$165,697.00
Civil Engineering Consultants	\$73,324.00	\$26,570.00	\$99,894.00
Bain Medina Bain, Inc.	\$36,235.00	\$0.00	\$36,235.00
Arias & Associates, Inc.	\$0.00	\$18,510.00	\$18,510.00
TDLR Inspection	\$0.00	\$885.00	\$885.00
Totals	\$272,053.56	\$49,167.44	\$321,221.00

March 8, 2004

PG. 1 OF 6

**HENDERSON PASS BRIDGE AT LORENCE CREEK**  
**STRUCTURAL ENGINEERING ASSOCIATES, INC.**

	NO. OF SHEETS	PRINCIPAL \$191.51	PROJECT ENGR/MGR \$137.65	STRUCT. ENGINEER \$105.48	ENGINEER- IN-TRAINING \$69.33	CADD TECH. \$62.27	ADMIN. ASST. \$48.00	TOTAL HOURS
<b>PRELIMINARY PHASE A - STUDY OF BRIDGE OPTIONS</b>								
Meetings			3	6	6			15
Site Visits			3	3	3			9
Develop Alternative Bridge Alignments		2	4	12		8		26
Conceptual Bridge Layout Sheets	2	1	6	28	10	28		73
Conceptual Beam Framing Details	3			12	24	24		60
Conceptual Span Details Sheets	3			10	20	24		54
Prepare Conceptual Const. Cost Estimate of Bridge Only			2	16	8			26
Compile Const Cost Estimate of Project				6	2			8
Prepare, Compile and Submit Report to City				4	4	4		12
Prepare for & Attend - Phase A Report Review Meeting w/City			4	6				10
Address Review Comments				4		8		12
Subtotal Hours	8	3	22	107	77	96	0	305
Subtotal Dollars		\$574.52	\$3,028.21	\$11,286.21	\$5,338.53	\$5,977.90	\$0.00	\$26,205.37
<b>PRELIMINARY PHASE A SUBTOTAL</b>								<b>\$26,205.37</b>

March 8, 2004

PG. 2 OF 6

**HENDERSON PASS BRIDGE AT LORENCE CREEK**  
**STRUCTURAL ENGINEERING ASSOCIATES, INC.**

	NO. OF SHEETS	PRINCIPAL \$191.51	PROJECT ENGR/MGR \$137.65	STRUCT. ENGINEER \$105.48	ENGINEER- IN-TRAINING \$69.33	CADD TECH. \$62.27	ADMIN. ASST. \$48.00	TOTAL HOURS
<b>PRELIMINARY PHASE B</b>								
Meetings			3	6	6			15
Preliminary Estimated Project Quantities Sheet & Const Cost Est	1		2	16	12	12		42
Preliminary Bridge Layout Sheets	2			8	4	12		24
Furnish soil boring locations and elevations and information needed				8	4			12
Preliminary Estimated Bridge Quantities & Bearing Seat Elev. Sheet	1			4	16	8		28
Preliminary Abutment Details Sheets	4			20	40	44		104
Preliminary Bent Details Sheets	5			20	32	40		92
Preliminary Beam Framing Details	3			12	20	16		48
Preliminary Span Details Sheets	3			8	16	16		40
Preliminary Slab Beam Design Sheet	1			12	24	4		40
Preliminary Bridge Sidewalk Details	1			6	12	8		26
Preliminary Abutment Backfill	1			4	8	8		20
Preliminary Standard Bridge Rail modified for sidewalk	2			6	12	8		26
Two Conferences w/City			6	6				12
Address Review Comments				2	4	6		12
Subtotal Hours	24	0	11	138	210	182	0	541
Subtotal Dollars		\$0.00	\$1,514.10	\$14,556.04	\$14,559.63	\$11,333.10	\$0.00	\$41,962.88
<b>PRELIMINARY PHASE B SUBTOTAL</b>								<b>\$41,962.88</b>

March 8, 2004

PG. 3 OF 6

**HENDERSON PASS BRIDGE AT LORENCE CREEK**  
**STRUCTURAL ENGINEERING ASSOCIATES, INC.**

	NO. OF SHEETS	PRINCIPAL \$191.51	PROJECT ENGR/MGR \$137.65	STRUCT. ENGINEER \$105.48	ENGINEER- IN-TRAINING \$69.33	CADD TECH. \$62.27	ADMIN. ASST. \$48.00	TOTAL HOURS
<b>DESIGN PHASE</b>								
Meetings			3	6	6			15
Estimated Project Quantities Sheet & Const Cost Estimate	1		2	8	16	8		34
Bridge Layout Sheets	2			4	8	8		20
Estimated Quantities & Bearing Seat Elev. Sheet	1			2	4	2		8
Abutment Details Sheets	4			12	24	32		68
Bent Details Sheet	5			16	32	48		96
Beam Framing Details	3			8	16	12		36
Span Details Sheets	3			12	20	20		52
Slab Beam Design Sheet	1			8	16	2		26
Bridge Sidewalk Details	1			4	6	6		16
Abutment Backfill	1			2	4	4		10
Standard Bridge Rail modified for sidewalk	2			6	12	8		26
Unmodified Bridge Std Shts (Bm Details, Riprap, Bearing & Exp Jt)	4			2	4	6		12
Prepare Special Provisions/Specifications for Bridge Items		2	12	32	12			58
Compile Special Provisions/Specifications from Subconsultants			4	12				16
Attend Two (2) Conferences w/City			6	6				12
Attend Three (3) Citizens Meetings			9	9				18
Furnish Data to City for Applications for Permits, Grants etc.				4				4
Disseminate and Address TDLR comments				4		8		12
Address City Review Comments				2	4	8	1	15
Subtotal Hours	28	2	36	159	184	172	1	554
Subtotal Dollars		\$383.01	\$4,955.25	\$16,771.09	\$12,757.01	\$10,710.40	\$48.00	\$45,624.77
<b>DESIGN PHASE SUBTOTAL</b>								<b>\$45,624.77</b>

March 8, 2004

PG. 4 OF 6

**HENDERSON PASS BRIDGE AT LORENCE CREEK**  
**STRUCTURAL ENGINEERING ASSOCIATES, INC.**

		PRINCIPAL \$191.51	PROJECT ENGR/MGR \$137.65	STRUCT. ENGINEER \$105.48	ENGINEER- IN-TRAINING \$69.33	CADD TECH. \$62.27	ADMIN. ASST. \$48.00	TOTAL HOURS
<b>BID PHASE</b>								
Incorporate Gen Provisions, Instr to Bidders & Wage Rates into specifications		1	2	12	6			21
w/City consultation, set charge for bid documents			1	4				5
Administer issuance of bid documents				6	12		6	24
Prepare for and Attend Pre-bid Conference			3	4				7
Issue Clarifications			2	4	2			8
Prepare and issue any addenda				8	4	4	2	18
Attend Formal Bid Opening			3	3				6
Bid Tabulation and Recommendation of Award			1	4	12			17
Subtotal Hours		1	12	45	36	4	8	106
Subtotal Dollars		\$191.51	\$1,651.75	\$4,746.54	\$2,495.94	\$249.08	\$383.97	\$9,718.78
<b>BID PHASE SUBTOTAL</b>								<b>\$9,718.78</b>



March 8, 2004

PG. 5 OF 6

**HENDERSON PASS BRIDGE AT LORENCE CREEK  
STRUCTURAL ENGINEERING ASSOCIATES, INC.**

		PRINCIPAL	PROJECT ENGR/MGR	STRUCT. ENGINEER	ENGINEER- IN-TRAINING	CADD TECH.	ADMIN. ASST.	TOTAL HOURS
		\$191.51	\$137.65	\$105.48	\$69.33	\$62.27	\$48.00	
<b>CONSTRUCTION PHASE</b>								
Attend Pre-construction Conference			3	3				6
Customary Site Visits (2.5/mo. - 30 visits) & Visit Report			2	150				152
Monthly Report to City regarding Site Visits			4	18				22
Shop Drawing Review			2	24				26
Review Product Data and Samples			1	3				4
Review certificates of inspection and testings			1	3				4
Evaluate and Determine acceptability of substitute materials			1	4				5
Review monthly estimates and make recommendation (12 est.)				12	18			30
Address Comments from TDLR Subconsultant Inspection				2	8	4		14
"Conditional Approval" site visit and "punch-list"			4	8				12
"Final" site visit and "punch-list"			4	8				12
Preparation and Submittal of Record Drawings			2	8	4	16		30
Electronic file of record drawings.				4	2	4		10
Review of manufacturer's warranties or bonds			1	3				4
Responding to RFI's and preparation of Field Alterations		2	6	12	18			38
Two conferences w/City			6	6				12
Subtotal Hours		2	37	268	50	24	0	381
Subtotal Dollars		\$383.01	\$5,092.89	\$28,268.26	\$3,466.58	\$1,494.47	\$0.00	\$38,705.22
<b>CONSTRUCTION PHASE SUBTOTAL</b>								<b>\$38,705.22</b>
<b>TOTAL HOURS</b>		<b>8</b>	<b>118</b>	<b>717</b>	<b>557</b>	<b>478</b>	<b>9</b>	<b>1887</b>
<b>TOTAL DOLLARS</b>		<b>\$1,532.06</b>	<b>\$16,242.20</b>	<b>\$75,628.14</b>	<b>\$38,617.70</b>	<b>\$29,764.95</b>	<b>\$431.97</b>	<b>\$162,217.01</b>

ADDITIONAL SERVICES

Printing	=	\$3,400.00
Deliveries	=	\$80.00
<b>Subtotal Additional Services</b>		<b>\$3,480.00</b>

**TOTAL**

**\$165,697.01**

March 8, 2004

PG. 6 OF 6

**HENDERSON PASS BRIDGE AT LORENCE CREEK  
STRUCTURAL ENGINEERING ASSOCIATES, INC.**

**Assumptions for Services to be Performed by SEA (For Assumptions for Services to be performed by Subconsultants, please see their portion of proposal):**

1. Affected roadway will be closed to traffic. Construction Phasing is not included.
2. Consideration of alternate bridge types will be based on experience. Detailed studies of bridge alternates are not included.
3. Bridge will be approximately 64' wide with 2~ 12' interior lanes, 2 ~ 14' exterior lanes, 2~ 5' sidewalks and 2 ~ 1' nominal width rails.
4. Bridge will be approximately 520' long. Therefore, bridge area is approximately 33280 sf.
5. To minimize structure depth, the spans will be short, which results in an increase of construction cost of approximately \$500,000.
6. Bridge Layout and Details will not change significantly after preliminary phase.
7. Any water on bridge deck may be drained directly to flood plain. No bridge deck drainage system is required.
8. TxDOT State standards may be used for such items as rail, riprap at bridge ends, beam bearings and beam details.
9. For the bridge, TxDOT technical specifications may be used and will be incorporated as special provisions.
10. No signs or bridge lighting will be required on bridge.

**Assumptions for Project Team:**

1. Materials Testing is not included
2. Subsurface utility exploration is not included
3. Archeological Investigation not included
4. No geotechnical services will be required for determining if project affects Edwards Aquifer. Structural design and details will not be affected by Edwards Aquifer.
5. No hazardous materials exist at site
6. City shall obtain for consultant 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.
7. Land Acquisition is not included.
8. Observation of initial start-up is not included since no equipment or machinery is to be furnished by contractor.
9. Construction time is assumed to be 12 months.
10. Microstation CAD System will be used
11. No environmental services are included.

# CIVIL ENGINEERING CONSULTANTS HENDERSON PASS BRIDGE

## Engineering Fee Proposal

January 14, 2004

TASK AND DESCRIPTION		SHEETS	PRINC	PROJ MGR	EIT	CADD TECH	CLER	TOTAL	COST
HOURLY RATE			\$150	\$110	\$75	\$58	\$40		
<b>PRELIMINARY PHASE "A"</b>									
I.	<b>GENERAL</b>	0	0	12	12	0	0	24	\$ 2,220.00
1.	Site visits			2	2			4	\$ 370
2.	Project Meetings and Coordination			6	6			12	\$ 1,110
3.	Team meetings			4	4			8	\$ 740
II.	<b>ROADWAY DESIGN</b>	3	4	18	40	38	8	108	\$ 8,104.00
1.	Meet with CoSA traffic engineer to obtain existing data available		2	2				4	\$ 520
2.	Review/Coordination topographic survey			2	4	4		10	\$ 752
3.	Develop alternative alignments for new bridge & roadway	1		4	12	12		28	\$ 2,036
4.	Prepare initial Typical Sections	1		2	4	4		10	\$ 752
5.	Prepare cost opinions for the various options	1		2	4	2		8	\$ 636
6.	Prepare draft report		2	4	8	8	4	26	\$ 1,964
7.	Attend Schematic Design Workshop with CoSA		0	0				0	\$ -
8.	8 Address comments from Schematic Design Workshop			0	0	0		0	\$ -
9.	Assemble and plot Schematic Plan			2	8	8	4	22	\$ 1,444
III.	<b>DRAINAGE</b>	1	1	37	92	38	4	172	\$ 13,484.00
1.	Meet with CoSA drainage engineer to obtain existing data available			3				3	\$ 330
2.	Develop the existing hydraulic model for the Lorenz Creek			6	36	8		50	\$ 3,824
3.	Prepare initial Hydraulic studies of the various structural types and elevations	1	1	6	12	8		27	\$ 2,174
4.	Initiate Permit discussions with USACOE, TCEQ, and City Arborist			6	8	4		18	\$ 1,492
5.	Prepare initial Typical Sections			2	4	4		10	\$ 752
6.	Prepare cost opinions for the various options			2	8	2		12	\$ 936
7.	Prepare draft report			8	16	4	4	32	\$ 2,472
8.	Attend Schematic Design Workshop with CoSA		0	0				0	\$ -
9.	Address comments from Schematic Design Workshop			0				0	\$ -
10.	Assemble and plot Preliminary Phase "A" plans and Report			4	8	8		20	\$ 1,504
<b>SUBTOTAL PRELIMINARY PHASE "A"</b>		<b>4</b>	<b>5</b>	<b>67</b>	<b>144</b>	<b>76</b>	<b>12</b>	<b>304</b>	<b>\$ 23,808.00</b>
<b>PRELIMINARY PHASE "B"</b>									
I.	<b>GENERAL</b>	0	0	3	6	0	0	9	\$ 780.00
1.	Site visits			1	2			3	\$ 260
2.	Project Meetings and Coordination			1	2			3	\$ 260

# CIVIL ENGINEERING CONSULTANTS HENDERSON PASS BRIDGE

## Engineering Fee Proposal

January 14, 2004

TASK AND DESCRIPTION		SHEETS	PRINC	PROJ MGR	EIT	CADD TECH	CLER	TOTAL	COST
HOURLY RATE			\$150	\$110	\$75	\$58	\$40		
3.	Team meetings			1	2			3	\$ 260
<b>II.</b>	<b>ROADWAY DESIGN</b>	<b>6</b>	<b>4</b>	<b>34</b>	<b>54</b>	<b>80</b>	<b>0</b>	<b>172</b>	<b>\$ 13,030.00</b>
1.	Refine Horizontal & Vertical Alignments		2	4	8	12		26	\$ 2,036
2.	Refine roadway plan/profile sheets	4		12	24	40		76	\$ 5,440
3.	Refine Typical Sections	2		2	4	4		10	\$ 752
4.	Develop initial roadway cross sections			4	8	16		28	\$ 1,968
5.	Coordinate Pavement Design			2				2	\$ 220
6.	Prepare updated cost opinion			2	4	2		8	\$ 636
7.	Attend Preliminary Phase "B" review meeting with CoSA		2	2				4	\$ 520
8.	8 Address comments from Preliminary Phase "B" review meeting			6	6	6		18	\$ 1,458
<b>III.</b>	<b>DRAINAGE</b>	<b>8</b>	<b>4</b>	<b>64</b>	<b>122</b>	<b>94</b>	<b>0</b>	<b>284</b>	<b>\$ 22,242.00</b>
1.	Refine Horizontal & Vertical Alignments		2	4	8	8		22	\$ 1,804
2.	Refine Typical Sections	1		2	4	4		10	\$ 752
3.	Refine drainage plan/profile sheets	1		4	8	12		24	\$ 1,736
4.	Prepare initial drainage cross sections	4		4	8	8		20	\$ 1,504
5.	Prepare Scour analysis of new bridge			16	24	12		52	\$ 4,256
6.	Develop Initial Stormwater Pollution Prevention plans /Water Pollution Abatement Plan			12	24	32		68	\$ 4,976
7.	Initiate permit applications with USACOE and TCEQ, and City Arborist			8	20			28	\$ 2,380
8.	Develop initial Tree Mitigation Plan	2		4	12	8		24	\$ 1,804
9.	Update cost opinion for drainage improvements			4	8	4		16	\$ 1,272
10.	Attend Preliminary Phase "B" review meeting with CoSA		2	2				4	\$ 520
11.	Address comments from Preliminary Phase "B" review meeting			4	6	6		16	\$ 1,238
<b>SUBTOTAL PRELIMINARY PHASE "B"</b>		<b>14</b>	<b>8</b>	<b>101</b>	<b>182</b>	<b>174</b>	<b>0</b>	<b>465</b>	<b>\$ 36,052.00</b>
<b>FINAL DESIGN PHASE</b>									
<b>I.</b>	<b>GENERAL</b>	<b>0</b>	<b>3</b>	<b>11</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$ 2,110.00</b>
1.	Site visits			1	2			3	\$ 260
2.	Project Meetings and Coordination			2	2			4	\$ 370
3.	Team meetings			2	2			4	\$ 370
4.	Public Meetings (3)		3	6				9	\$ 1,110
<b>II.</b>	<b>ROADWAY DESIGN</b>	<b>6</b>	<b>6</b>	<b>20</b>	<b>58</b>	<b>78</b>	<b>0</b>	<b>162</b>	<b>\$ 11,974.00</b>
1.	Finalize Horizontal & Vertical Alignments		2	2	8	12		24	\$ 1,816
2.	Finalize roadway plan/profile sheets		2	4	16	32		54	\$ 3,796
3.	Finalize Typical Sections			2	16	8		26	\$ 1,884
4.	Finalize roadway cross sections	6		2	8	16		26	\$ 1,748
5.	Prepare Pavement Marking and Signage plans and details			2				2	\$ 220
6.	Update cost opinion			2	4	2		8	\$ 636
7.	Attend Final Design review meeting with CoSA		2	2				4	\$ 520
8.	8 Address comments from Final Design review meeting			4	6	8		18	\$ 1,354
<b>III.</b>	<b>DRAINAGE</b>	<b>6</b>	<b>6</b>	<b>40</b>	<b>88</b>	<b>86</b>	<b>0</b>	<b>220</b>	<b>\$ 16,888.00</b>
1.	Finalize Horizontal & Vertical Alignments		2	2	8	8		20	\$ 1,584
2.	Finalize Typical Sections & Details	6	2	2	4	4		12	\$ 1,052

# CIVIL ENGINEERING CONSULTANTS HENDERSON PASS BRIDGE

## Engineering Fee Proposal

January 14, 2004

TASK AND DESCRIPTION	SHEETS	PRINC	PROJ MGR	EIT	CADD TECH	CLER	TOTAL	COST
<b>HOURLY RATE</b>		<b>\$150</b>	<b>\$110</b>	<b>\$75</b>	<b>\$58</b>	<b>\$40</b>		
3. Finalize drainage plan/profile sheets			2	8	12		22	\$ 1,516
4. Finalize drainage cross sections			2	8	8		18	\$ 1,284
5. Finalize Scour analysis of new bridge			8	12	4		24	\$ 2,012
6. Finalize Stormwater Pollution Prevention plans / Water Pollution Abatement Plan			6	12	24		42	\$ 2,952
7. Finalize permit applications with USACOE and TCEQ, City Arborist			8	12	4		24	\$ 2,012
8. Finalize Tree Mitigation Plan			2	16	16		34	\$ 2,348
9. Update cost opinion for drainage improvements			2	4	2		8	\$ 636
10. Attend Final Design review meeting with CoSA		2	2				4	\$ 520
11. Address comments from Final Design review meeting			4	4	4		12	\$ 972

<b>SUBTOTAL FINAL DESIGN PHASE</b>	<b>12</b>	<b>15</b>	<b>71</b>	<b>152</b>	<b>164</b>	<b>0</b>	<b>402</b>	<b>\$ 30,972.00</b>
------------------------------------	-----------	-----------	-----------	------------	------------	----------	------------	---------------------

<b>BID PHASE</b>								
<b>I. GENERAL</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>30</b>	<b>\$ 2,684.00</b>
1. Attend Prebid Conference			4				4	\$ 440
2. Prepare any addenda		1	4	8	8		21	\$ 1,654
3. Assist in Bid Evaluation		1	4				5	\$ 590
<b>SUBTOTAL BID PHASE</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>30</b>	<b>\$ 2,684.00</b>

<b>CONSTRUCTION PHASE</b>								
<b>I. GENERAL</b>	<b>0</b>	<b>3</b>	<b>40</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>67</b>	<b>\$ 6,378.00</b>
1. Attend Preconstruction conference			4				4	\$ 440
2. Make every other month site visits and prepare reports		1	24				25	\$ 2,790
3. Attend Final Inspection		1	6				7	\$ 810
4. Prepare Record Drawings		1	6	8	16		31	\$ 2,338
<b>SUBTOTAL CONSTRUCTION PHASE</b>	<b>0</b>	<b>3</b>	<b>40</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>67</b>	<b>\$ 6,378.00</b>

<b>TOTALS</b>	<b>30</b>	<b>33</b>	<b>291</b>	<b>494</b>	<b>438</b>	<b>12</b>	<b>1268</b>	<b>\$ 99,894.00</b>
	<b>SHEETS</b>	<b>PRINC</b>	<b>PROJ MGR</b>	<b>EIT</b>	<b>CADD TECH</b>	<b>CLER</b>	<b>TOTAL</b>	<b>COST</b>

### DIRECT COSTS

Traditionally an Additional Service

ITEM	SHEET	COST	Unit	TOTALS
Plotting/printing			per sheet	
Cross Sections			per roll	
Mylars			per sheet	
Travel				
<b>TOTAL DIRECT COST</b>				<b>\$ -</b>

**TOTAL CEC FEE ESTIMATE \$ 99,894**

Refer also to scope and assumptions section.

**Civil Engineering Consultants Fee \$ 99,894**

## CEC Assumptions (3-8-04)

### Assumptions for Scope, Required Work, and Work Sequence

#### Roadway

1. The major focus of Phase A will be to develop a single, workable roadway and bridge configuration compatible with what drainage modeling indicates. Work will include a limited consideration of alternative configurations.
2. Typical roadway sections will only be prepared for the recommended roadway and bridge configuration
3. The Phase A Report will discuss, describe and depict alternatives considered, but will only have cost estimates and graphics for the recommended configuration.
4. COSA will provide comments and feedback prior to the finalization of the Phase A report.
5. Phase B and Design Phase work will not significantly change from the configuration decision made in Phase A.
6. Subsurface investigations to determine precise location of utilities is not included. Presumption is that locations and record drawings will be provided in a timely way by utility companies.
7. Survey work will be provided by another firm on the design team.

Specifications will generally be COSA standard or will provided for the project.

#### Drainage

1. Electronic 3D Topographic CADD files will be provided for use in hydraulic modeling sufficient for cutting cross sections and plan sheet development. All survey work will be provided by others on the team. Number of cross-sections needed for existing channel modeling will not exceed 12.
2. COSA Drainage information provided does not require modeling more than the immediate project area. The hydraulic model will be developed in HEC-RAS with flow and boundary condition elevation data provided by COSA. COSA to provide data/models they have for consultants use in hydraulic modeling (WASP, HEC-1, HEC-2...)
3. The limits of the hydraulic study required are 1500 feet downstream and 1000 feet upstream of Henderson Pass within Lorence Creek. Impacts are not anticipated in tributaries and therefore are not included.
4. An existing conditions hydraulic model will be developed initially to duplicate conditions of the current FPS provided by COSA. Trees will be modeled using standard Manning's n-values for channel and over bank roughness.
5. A corrected conditions model will be developed as required to adjust flows and hydraulic factors to match current field conditions. This model will provide the basis of comparison for the proposed modeling.
6. Encroachments will be added to the corrected existing conditions model to determine initial tolerance of the stream to the addition of a bridge and structure. These will be summarized for use in selection of the preferred bridge and configuration.
7. The water surface may not be increased more than the accuracy of the model being used (0.10 ft).
8. Detailed proposed conditions hydraulic modeling is not required for more than the selected configuration.
9. COSA will handle the LOMR to FEMA if necessary, so no need to model the 10, 50 or 500 year flood condition. Bridge "low steel" elevation to be the higher of the 25 yr. ultimate Q plus freeboard OR 100 year ultimate Q condition. Q25 ultimate is 10,546 cfs, and Q100 ultimate is 13,486 cfs. 100 yr existing Q is 12,802 cfs. Proposed bridge will

## CEC Assumptions (3-8-04)

need to show it does not impact 100 year existing conditions. Impact will be defined as not increasing CWSEL more than 0.1 foot, the accuracy of the model. Proposed bridge will have ultimate 100 year Q and pass/fail test. Since ultimate 100 Q flood plain information / elevation data is not available, a more subjective pass/fail test will be required. Essentially, anything more than a few tenths for an increase in Q of about 5% would be of concern in Lorence Creek at this location. The expectation is a very minor increase in WSEL or more may be cause for some type of adjustment to limit the change in proposed water surface elevation. Consultant will prepare Flood Plain Development Permit based in the above information.

10. Coordination with the City Arborist is assumed to not involve extensive investigations for tree locations. Direction from COSA in conjunction with the development of the hydraulic modeling and roadway alignment is presumed.
11. Phase A Reports, estimates, and schematics will include the same limitations as included above.
12. COSA will provide direction after Phase A on a single drainage configuration prior to proceeding into Phase B.
13. SW3P and controls required by a WPAP are presumed to be ordinary with standard details provided by COSA.
14. Corps Permitting/TCEQ is limited to permit application for a nationwide/state permit.
15. There are no requirements for location of the Edwards Recharge or related zones. If location determination is required, such work will be an additional service.
16. Channel work is not anticipated into areas of significant tree growth and tree protection is paramount for this project.

### Bidding and Construction Phase

1. Contractor investigations, if any, will be done by others.
2. Construction meetings will not exceed 1 per month
3. Construction duration (active work) will not exceed 12 months.
4. Cut sheet surveys and preparation will be done by others with Review by the Engineer.
5. Monthly Estimate/Testing review will be by others with input as requested.
6. Submittals review will be limited to design role.
7. Construction services limited to required monthly meetings and related reports.
9. Required hydraulic modeling and related activities beyond limits indicated herein will be an additional service.

February 11, 2004

**BREAKDOWN OF FOR SERVICES - BAIN MEDINA BAIN, INC.****Henderson Pass Low Water Crossing**

LIMITS: Oak Summit to Cypress Hollow

TASKS	SURVEY RPLS	SURVEY TECHNICIAN	CADD TECHNICIAN	ABTRACTOR Coordinator	THREE MAN SURVEY CREW	3 GPS UNITS	CLERICAL	SUBTOTALS Costs
	\$120.00	\$75.00	\$75.00	\$60.00	\$125.00	\$75.00	\$45.00	
<b>PHASE A</b>								
<b>Field Survey Services</b>								
Site visit to develop scope.	4.0							\$480.00
Establish horizontal (NAD83) and vertical control (NGVD29)	2.0	4.0			8.0	8.0		\$2,140.00
Research ownership and R.O.W.	2.0		8.0	8.0				\$1,320.00
Tie property corners and monumentation.	2.0	4.0			12.0			\$2,040.00
Tie into COSA survey control	2.0	2.0			2.0			\$640.00
Locate bore holes		1.0			1.0			\$200.00
Tie existing utilities and utility paint marks.	2.0	2.0			8.0			\$1,390.00
Cross section channel , 3 d/s, 2 u/s at 500ft and 1000ft.	2.0	2.0			25.0			\$3,515.00
Topographic Survey of Road between Oaks Summit and Cypress Hollow to include all features, utilities, and existing low water crossing .	3.0	8.0			20.0			\$3,460.00
Topographic survey of 150 ft. to each each side of centerline to include trees, and elevations. Trees will be described by number, caliper, canopy and variety.	4.0	8.0			24.0			\$4,080.00
Solicit right of entry onto adjoining stables property	1.0			2.0			2.0	\$330.00
Provide survey of above property for Design impact considerations (ie driveway, fill)	4.0	2.0			8.0			\$1,720.00



**Henderson Pass Low Water Crossing**  
LIMITS: Oak Summit to Cypress Hollow

TASKS	SURVEY RPLS	SURVEY TECHNICIAN	CADD TECHNICIAN	ABSTRACTOR Coordinator	THREE MAN SURVEY CREW	3 GPS UNITS	CLERICAL	SUBTOTALS Costs
<b>Base Map Preparation</b>								
Obtain Utilities maps and Asbuilt plans from utility stake holders.				4.0			4.0	\$420.00
Contact and coordinate utility marking with Texas One Call.	1.0			12.0			4.0	\$1,020.00
Compile utility locations from survey and record data.	4.0	6.0	8.0					\$1,530.00
Right of way and property line resolution.	8.0	8.0	8.0					\$2,160.00
Prepare and annotate 2D Microstation drawing showing data from field survey, right of way and plat maps, deeds, trees and utility records.	2.0		24.0					\$2,040.00
Prepare a 3D Microstation drawing showing cross section data from field survey.	1.0	4.0	4.0					\$720.00
Provide an ASCII file of the points obtained in the field work for use by the engineer.		1.0	1.0					\$150.00
Prepare a vertical and horizontal control sheet to be included in the plans.	2.0	8.0	8.0					\$1,440.00

**Henderson Pass Low Water Crossing**  
LIMITS: Oak Summit to Cypress Hollow

TASKS	SURVEY RPLS	SURVEY TECHNICIAN	CADD TECHNICIAN	ABTRACTOR Coordinator	THREE MAN SURVEY CREW	3 GPS UNITS	CLERICAL	SUBTOTALS Costs
<b>Construction Phase</b>								
Stake centerline prior to construction from geometry provided by engineer.	1.0	2.0			4.0			\$770.00
Stake street for construction (one time).	1.0	2.0			6.0			\$1,020.00
Prepare street cut sheet.	1.0	1.0						\$195.00
Stake bridge for construction (two times).	1.0	2.0			7.0			\$1,145.00
Prepare bridge cut sheet.	1.0	1.0						\$195.00
Stake Channel for construction (one time).	1.0	2.0			4.0			\$770.00
Prepare cut sheet for channel construction.	1.0	1.0						\$195.00
Stake storm drainage pipes and Inlets for construction (one time).	1.0	1.0			4.0			\$695.00
Prepare cut sheet for storm drainage structures.	1.0	1.0						\$195.00
	55.0	73.0	61.0	26.0	133.0	8.0	10.0	
	\$6,600.00	\$5,475.00	\$4,575.00	\$1,560.00	\$16,625.00	\$600.00	\$450.00	
Misc. Expendables								\$200.00
Misc. Printing (costs + 10%)								\$150.00
						<b>Total</b>		<b>\$36,235.00</b>

**This scope has been revised as follows:**

Right of entry onto private property for cross sections will be obtained by others.

Cross sections requiring measurements onto these properties will be accomplished after the proper entry rights have been obtained.

Topographic data to from other sources will not be post processed in this scope.\*

\*The Professional Land Surveying Practices Act & General Rules of Procedures and Practices requires that Professional Land Surveyors have personal knowledge of survey data shown on their work " ... that the surveyors whose seals, signatures, or professional identification appear thereon, have personal knowledge thereof and that they are professionally responsible therefor." Section 663.9. Professional conduct, paragraph ( c ).



# ARIAS & ASSOCIATES

Geotechnical • Environmental • Testing

January 15, 2004 (Revised 2/2/04)

A&A File No: 04SA-2004P

Mr. David Covarrubias, P.E.  
Structural Engineering Associates Inc  
3838 N W Loop 410  
San Antonio, Texas 78229

RE: Proposal for Geotechnical Engineering Services  
Proposed Henderson Pass Low Water Crossing  
San Antonio, Texas

Dear Mr. Covarrubias:

Thank you for the opportunity to submit this proposal for geotechnical engineering services for the proposed project. We understand that the prospective development is to consist of a bridge across the existing low water crossing Lorence Creek between Oak Summit and Cypress Hollow on Henderson Pass. Various bridge types will be studied. We will consider both spread footing and drilled pier type foundations. The bridge will be approximately 520 feet long with approximately 600 feet of street approaches.

As requested, Arias & Associates, Inc. proposes the following geotechnical services for the project:

1. We will perform 4 soil borings to a maximum depth of 60 feet each within the new bridge area. Should bedrock be encountered, the boring will be continued at least 25 feet into rock. Two (2) borings will be taken through the existing roadway to a depth of 5 feet in the street approach areas. It is understood that TxDOT requirements for geotechnical work are not required for this job, therefore conventional SPT testing will be performed and not TxDOT cone data. Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations by a representative of our firm.
2. The subsurface soils will be characterized in accordance with their physical and engineering characteristics by means of Atterberg Limits, moisture content, density, strength tests, PVR and grain size analysis, as appropriate. Additional complete grain size tests will be provided for scour analysis to be performed by others.
3. A description of the site and general soil and geologic conditions encountered will be described and assessed.
4. Cost-effective foundation type or types for the proposed foundations including spread foot and drill pier types will be recommended in conjunction with respective geotechnical design criteria.
5. Site preparation, fill, backfill and placement criteria will be provided.

762 Wilson  
Eagle Pass, Texas 78852  
(830) 757-8891  
(830) 757-8899 Fax

10821 Gulfdale  
San Antonio, Texas 78216  
(210) 308-5884  
(210) 308-5886 Fax

1030 Logandale  
Houston, Texas 77032  
(281) 227-2243  
(281) 227-7088 Fax

6. Pavement thickness design for the street approaches will be provided in accordance with City of San Antonio Pavement Standards.
7. The results of the scope of work will be submitted in a formalized report prepared by a registered professional engineer in the State of Texas.

We propose that the fee for the performance of the scope of work for this project as described in this proposal be **\$18,510.00** and that the work be performed pursuant to the attached General Conditions. Utility clearance and obtained city permits generally require approximately 2 weeks. The field work will take approximately 3 working days. Boring elevation will be determined by others. A Geotechnical Cost Breakdown Table is shown below.

### GEOTECHNICAL COST BREAKDOWN

	Description	Qty	Unit	Unit Cost	Total
<b>FIELD</b>					
	Mobilization	1	ea	\$350.00	\$350.00
	Drilling & sampling (4 borings @ 60 foot depth, 2 borings @ 5 foot depth)	250	ft	\$12.00	\$3,000.00
	Drill Rig Geologist/Logger	45	hrs	\$50.00	\$2,250.00
	<b>SUBTOTAL FIELD:</b>				<b>\$5,600.00</b>
<b>LABORATORY</b>					
	Moisture Content	90	ea	\$3.00	\$270.00
	Atterberg limits test	20	ea	\$45.00	\$900.00
	Minus #200 sieve test	22	ea	\$25.00	\$550.00
	Complete Grain Size for Scour Analysis	4	ea	\$90.00	\$360.00
	Unconfined Compression tests	20	ea	\$25.00	\$500.00
	CBR	1	ea	\$450.00	\$450.00
	<b>SUBTOTAL LAB:</b>				<b>\$3,030.00</b>
<b>ENGINEERING</b>					
	Senior engineer - analysis, report & consultation	12	hr	\$110.00	\$1,320.00
	Project Engineer	34	hr	\$90.00	\$3,060.00
	Geotechnical Geologist	30	hr	\$65.00	\$1,950.00
	Report Preparation	1	ls	\$500.00	\$500.00
	Drilled Pier Construction Observations	4	trips	\$150.00	\$600.00
	<b>SUBTOTAL ENGINEERING:</b>				<b>\$7,430.00</b>
<b>OTHER</b>					
	City Permit for Street Excavation	3	ea	\$350.00	\$1,050.00
	Traffic Control	2	days	\$700.00	\$1,400.00
	<b>SUBTOTAL OTHER:</b>				<b>\$2,450.00</b>
	<b>TOTAL:</b>				<b>\$18,510.00</b>

This proposal does not include global slope stability analyses or other geotechnical engineering relating to MSE wall installation. This proposal also does not include any geotechnical engineering relating to construction on the Edwards Aquifer.

Our final written report will be delivered to you within three (3) weeks of performance of the field exploration. If this schedule does not meet your needs, please inform us since we can typically accommodate an expedited schedule.

We will begin this work upon receipt of a signed copy of this proposal as signified below. We appreciate the opportunity to be of service to you and look forward to working with you on this project.

Sincerely,  
**ARIAS & ASSOCIATES, INC.**



Dexter Bacon, P.E.  
Vice-President - Engineering

Attachment: General Conditions

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2004

By: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

(Please Provide the Following Additional Project Information)

Architect: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Civil Engineer: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Structural Engineer: \_\_\_\_\_

Phone No.: \_\_\_\_\_

ARIAS & ASSOCIATES INC  
GENERAL CONDITIONS

1. Scope of Work. The scope of work is outlined in the Proposal, which constitutes the Agreement. "Work" means the specific analytical, testing or other service to be performed by ARIAS & ASSOCIATES INC, hereinafter referred to as A&A as set forth in A&A's proposal, Client's acceptance thereof and these General Conditions. The verbal or written ordering of work of A&A shall constitute acceptance of the terms of ARIAS & ASSOCIATES INC'S proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. Parties. CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by A&A and accepts responsibility for payment as stated in these General Conditions. A&A is the Design Professional who will provide the proposed services to the CLIENT.
3. On-Site Responsibilities and Risks. Unless otherwise agreed, CLIENT will furnish right-of-entry and obtain permits as required for us to perform the fieldwork. A&A will take reasonable precautions to minimize damage to land and other property caused by our operations, but we have not included in our fee the cost of restoration of damage that may occur. If CLIENT desires us to restore the site to its former condition, we will undertake the repairs and add the cost to our fee.
4. Toxic and Hazardous Materials. CLIENT will provide us with all information within their possession or knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If toxic or hazardous materials are encountered though not anticipated as stated in our Proposal, we reserve the right to demobilize our field operations at CLIENT's expense. Remobilization may proceed following consultation with CLIENT's acceptance of proposed safety fee adjustments.
5. Utilities and Pipelines. While performing our fieldwork, we will take reasonable precautions to avoid damage to subsurface structures, pipelines and utilities. CLIENT agrees to hold A&A and its officers, agents, employees and subcontractors harmless from all claims, suits, losses, costs and expenses including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to the performance of our work and arising from subsurface conditions which are not called to our attention and correctly shown on plans furnished.
6. Representation. Services performed by A&A will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the geotechnical profession practicing under similar conditions. CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We are not responsible for the interpretation by others of the information provided to our CLIENT.
7. Limitation of Liability. In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and A&A the risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, the liability of A&A to the CLIENT, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement for any cause or causes shall not exceed \$50,000. Such causes include but are not limited to the firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
8. Invoices and Payment. An invoice will be submitted bi-weekly or upon completion of our scope of our work. Terms - Net 30 (1%, 10, Net 30). CLIENT agrees to pay a finance charge of 1% per month on past due accounts.
9. Construction Observation. A&A does not guarantee the performance of, and shall have no responsibility for, the act or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained A&A to provide exhaustive or continuous project review and observation services.
10. Termination of Services. This Agreement may be terminated by the CLIENT or A&A upon 10 days prior written notice. In the event of termination, the CLIENT shall pay A&A for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.
11. Changed Conditions. The CLIENT shall rely on A&A's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to A&A. Should A&A call for contract renegotiation, A&A shall identify the changed conditions necessitating renegotiation and the CLIENT shall promptly and in good faith enter into renegotiation of the Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
12. Indemnification. The CLIENT agrees to indemnify and hold harmless A&A, its officers, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT'S negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

9. **FIRM'S AVAILABILITY: (When can firm start work? Is there any concurrent commitment that would impede progress on this project, i.e. other jobs?)**

SEA and it's team of highly qualified engineers and surveyors are available to begin work immediately upon a Notice to Proceed and will commit the necessary resources and staff to meet the project schedule.

**CAN YOU MEET THE PROPOSED TIME SCHEDULE FOR DESIGN OF THIS PROJECT?**

**Prime (SEA)**

    X     YES            NO

**Subs**

CEC     X     YES            NO

BMB     X     YES            NO

A&A     X     YES            NO

In questions 10-15 please refer to the definitions on the attached definition sheet in order to answer the questions properly.

10. **ARE YOU A SMALL BUSINESS ENTERPRISE? (SBE)**  
(IF YES, INDICATE BELOW)

**Prime (SEA)**

    X     YES            NO

**Subs**

CEC     X     YES            NO

BMB     X     YES            NO

A&A     X     YES            NO

11. **DO YOU OR YOUR TEAM QUALIFY AS A MINORITY BUSINESS ENTERPRISE? (MBE)**

**Prime (SEA)**

    X     YES            NO

**Subs**

CEC            YES     X     NO

BMB            YES     X     NO

A&A     X     YES            NO

IF YES: CERTIFICATION NO. 99-10-0228 SEA  
99-12-0474 A&A

       BLACK  
       AMERICAN INDIAN OR ALASKAN NATIVE  
       ASIAN OR PACIFIC ISLANDER  
SEA, A&A HISPANIC  
       TWO OR MORE DIFFERENT MINORITY GROUPS

12. ARE YOU CERTIFIED BY THE SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY (SCTRCA) AS A WOMEN-OWNED BUSINESS ENTERPRISE? (WBE)

Prime (SEA):

       YES X NO

Subs

CEC        YES X NO

BMB X YES        NO

A&A        YES X NO

IF YES: CERTIFICATION NO. 201-01-1320 BMB

13. ARE YOU CERTIFIED BY THE SCTRCA AS A DISADVANTAGED BUSINESS ENTERPRISE? (DBE)

Prime (SEA):

X YES        NO

Subs

CEC        YES X NO

BMB X YES        NO

A&A X YES        NO

IF YES: CERTIFICATION NO. 99-10-0228 SEA  
201-01-1320 BMB  
99-12-0474 A&A



14. IF YES TO ANY OF THE QUESTIONS 10-13, LIST OWNERS AND PERCENTAGE OF OWNERSHIP.

Prime (SEA):

DBE CERTIFICATE NO. 99-10-0228

Jesse S. Covarrubias, P.E.	69.5 %
Salvador H. Lopez	16.95%
Charles F. Garza	13.55%

Subs

CEC:

Don Durden, P.E., R.P.L.S.	85.834%
Ken Thomas, P.E., R.P.L.S.	3.75%
Chester Varner, R.P.L.S.	2.75%
Alan Lindskog, P.E., R.P.L.S.	2.50%
Ken Koch, P.E.	1.9%
Joe Nix, P.E., R.P.L.S., P.T.O.E.	1.25%
Garland Galm, P.E.	1.22%
Mike Haberer, R.P.L.S.	0.55%
Matt Van Wicklen, P.E.	0.25%

BMB:

DBE CERTIFICATE NO. 201-01-1320

Pamela Bain	70%
Carl Bain	25%
Raymond Medina	5%

A&A:

DBE CERTIFICATE NO. 99-12-0474

Robert Arias, P.E.	100%
--------------------	------

15. PLEASE INDICATE TOTAL NUMBER OF EMPLOYEES IN YOUR FIRM.

Prime (SEA): 40

Subs

CEC:	60
BMB:	35
A&A:	64

16. ARE YOU A LOCAL BUSINESS ENTERPRISE HEADQUARTERED WITHIN BEXAR COUNTY?

Prime (SEA):

X  YES

NO



STRUCTURAL ENGINEERING  
ASSOCIATES, INC.  
CONSULTING ENGINEERS

**Subs**

CEC	<u>  X  </u>	YES	<u>          </u>	NO
BMB	<u>  X  </u>	YES	<u>          </u>	NO
A&A	<u>  X  </u>	YES	<u>          </u>	NO

**ARE YOU A LOCAL BUSINESS HEADQUARTERED WITHIN THE CORPORATE SAN ANTONIO CITY LIMITS?**

**Prime (SEA):**

<u>  X  </u>	YES	<u>          </u>	NO
--------------	-----	-------------------	----

**Subs**

CEC	<u>  X  </u>	YES	<u>          </u>	NO
BMB	<u>  X  </u>	YES	<u>          </u>	NO
A&A	<u>  X  </u>	YES	<u>          </u>	NO

- 17. IF YES TO QUESTION 16, FOR WHAT PERIOD OF TIME HAS THE OFFICE BEEN HEADQUARTERED IN THIS AREA?**

**Prime (SEA):**

<u>  27  </u>	YEARS	<u>          </u>	MONTHS
---------------	-------	-------------------	--------

**Subs**

<b>CEC:</b>	<u>  20  </u>	YEARS	<u>          </u>	MONTHS
-------------	---------------	-------	-------------------	--------

<b>BMB:</b>	<u>  44  </u>	YEARS	<u>    6  </u>	MONTHS
-------------	---------------	-------	----------------	--------

<b>A&amp;A:</b>	<u>    7  </u>	YEARS	<u>    3  </u>	MONTHS
-----------------	----------------	-------	----------------	--------

- 18. IF NO TO QUESTION 16, DO YOU HAVE A BRANCH OFFICE LOCATED WITHIN BEXAR COUNTY?**

N/A

- 19. IF YES TO QUESTION 18, FOR WHAT PERIOD OF TIME HAS THE BRANCH OFFICE BEEN LOCATED IN THIS AREA?**

N/A



**STRUCTURAL ENGINEERING  
ASSOCIATES, INC.**  
CONSULTING ENGINEERS

## GOOD FAITH EFFORT PLAN

(for contracts greater than \$200,000)

NAME OF COMPANY: Structural Engineering Associates, Inc.

PROJECT NAME: Henderson Pass Low Water Crossing

1. Indicate all MBE-WBE-AABE-SBE subcontractors proposed for this contract. (Use additional sheets as needed.)

NAME OF SUBCONTRACTOR	CONTRACT AMOUNT	% LEVEL OF PARTICPATION	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)
(Prime) Structural Engineering Associates, Inc.	TBD	Approx. 55%	MBE 99-10-0228	Y
Civil Engineering Consultants	TBD	Approx. 30%	n/a	Y
Bain Medina Bain, Inc.	TBD	Approx. 10%	WBE 201-01-1320	Y
Arias & Associates, Inc.	TBD	Approx. 5%	MBE 99-12-0474	Y

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Certified List of Subcontractors form).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

In determining all areas of work necessary for completion of the project, SEA put together a qualified team that also meets contracting goals, with the exception of the AABE goal. At this time, all disciplines necessary to complete the project have been fulfilled. However, in the event that additional services are deemed necessary for the successful completion of the project, SEA will make every effort to select a qualified firm, that meets the remaining SBEDA goals.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

---

---

---

---

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

---

---

---

---

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

---

---

---

---

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE s.  
No advertisement mediums were used.

---

---

---

---

Good Faith Effort Plan

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION
n/a			

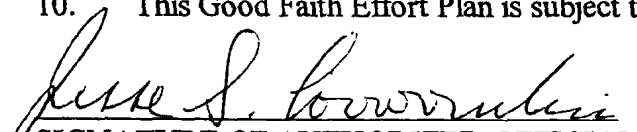
8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

*SEA has a policy of providing equal employment opportunities without regard to race, color, religion, sex, age, handicap or national origin. We apply this policy to the hiring of our employees along with selecting subconsultants for teaming opportunities on potential projects. Internally, SEA is proud to have a diverse staff that includes women and minorities.*

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

Jesse S. Covarrubias (210)735-9202

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

  
SIGNATURE OF AUTHORIZED OFFICIAL

President  
TITLE OF OFFICIAL

September 29, 2003      (210)735-9202  
DATE                              PHONE

\*\*\*\*\*  
**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:      Approval \_\_\_\_\_      Denial \_\_\_\_\_

Action Taken:              Approved \_\_\_\_\_      Denied \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT

## 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;

Jesse S. Covarrubias  
Salvador H. Lopez  
Charles F. Garza

(2) the identity of any business entity<sup>1</sup> that would be a party to the discretionary contract:

Structural Engineering Associates, Inc.

and the name of:

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

Civil Engineering Consultants  
Bain Medina Bain, Inc.  
Arias & Associates, Inc.

(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;

N/A

(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

<sup>1</sup> 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.

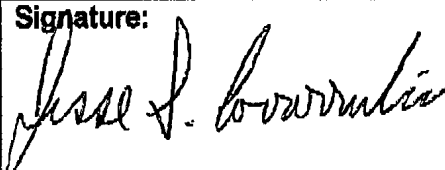
**Political Contributions**

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:
Richard Perez Campaign	\$ 100.00	9/17/2003
Roger Flores Campaign	\$ 100.00	9/17/2003
Phil Cortez Campaign	\$ 100.00	5/14/2003
Julian Castro Campaign	\$ 100.00	5/14/2003
Art Hall Campaign	\$ 100.00	5/14/2003
Chip Haas Campaign	\$ 100.00	5/14/2003
Patti Radle Campaign	\$ 100.00	5/14/2003
Joel Williams Campaign	\$ 100.00	5/14/2003
Ed Garza Campaign	\$ 200.00	5/14/2003
Roger Flores Campaign	\$ 100.00	5/14/2003
Enrique Barrera Campaign	\$ 100.00	4/29/2003
Toni Moorhouse Campaign	\$ 100.00	4/29/2003
Carroll Schubert Campaign	\$ 100.00	4/29/2003
Julian Castro Campaign	\$ 100.00	10/30/2002
Enrique Barrera Campaign	\$ 100.00	10/30/2002
Toni Moorhouse Campaign	\$ 75.00	8/16/2002
David Carpenter Campaign	\$ 75.00	8/16/2002
Ed Garza Campaign	\$ 200.00	8/5/2002
Bobby Perez Campaign	\$ 60.00	7/24/2002
Carroll Schubert Campaign	\$ 60.00	7/24/2002
CECPAC (Bonnie Conner)	\$ 60.00	7/19/2002

**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 question<sup>2</sup> 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.

<b>Signature:</b> 	<b>Title:</b> President  <b>Company:</b> Structural Engineering Associates, Inc.	<b>Date:</b>  March 9, 2004

<sup>2</sup> 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&amp;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:

Don Durden, P.E., R.P.L.S., 85.834% Ownership, President  
 Ken Thomas, P.E., R.P.L.S., 3.75% Ownership, Principal - Municipal Division Manager  
 Chester Varner, R.P.L.S., 2.75% Ownership, Principal - Senior Project Surveyor  
 Alan Lindskog, P.E., R.P.L.S., 2.50% Ownership, Principal - Development Division Manager  
 Ken Koch, P.E., 1.9% Ownership, Principal - V.P./Director of Business Development  
 Joe Nix, P.E., R.P.L.S., P.T.O.E., 1.25% Ownership, Principal - Senior Project Engineer  
 Garland Galm, P.E., 1.22% Ownership, Principal - Transportation Division Manager  
 Mike Haberler, R.P.L.S., 0.55% Ownership, Principal - Survey Division Manager  
 Matt Van Wicken, P.E., 0.25% Ownership, Principal - Vice President Employee Benefits

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

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

N/A

(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;

N/A

(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 member of 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 include, but are not limited to, contributions made through the officers, owners, or registered lobbyists of the entity.

Whom Made To:	Amount:	Date of Contribution:
Bobby Perez	\$100	8/6/02
Bonnie Conner	\$100	8/6/02
Carroll Schubert	\$100	8/6/02
Toni Moorhouse	\$100	8/14/02
Ed Garza	\$300	8/14/02
David Carpenter	\$100	10/21/02
Enrique Barrera	\$100	10/21/02


CEC



Whom Made To:	Amount:	Date of Contribution:
Carroll Schubert	\$150	5/1/03
Julian Castro	\$100	5/1/03
Enrique Barrera	\$150	5/1/03
Toni Moorhouse	\$150	5/1/03
John Clamp	\$150	5/1/03
Ed Garza	\$150	5/1/03
Roger Flores	\$150	5/21/03
Joel Williams	\$150	5/21/03
Richard Perez	\$150	5/21/03
Patty Radle	\$150	5/21/03
Art Hall	\$150	5/21/03
Chip Haas	\$150	5/21/03
Richard Perez	\$150	9/26/03

**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 question<sup>1</sup> as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

<b>Signature</b> 	<b>Title:</b> Principal <b>Company:</b> Civil Engineering Consultants	<b>Date:</b> 12/19/03

<sup>1</sup> For purpose of this rule, facts are "reasonably understood to raise a question" about the appropriateness of official action if a disinterested person would conclude that 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, Section 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 91), (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:

--

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

--

and the name of:

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

Bain Medina Bain, Inc.
------------------------

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;

Not Applicable
----------------

**Discretionary Contracts Disclosure**

- (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.~~

**Not Applicable**

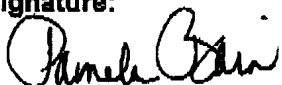
**Political Contributions**

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 part twenty-four (24) months made directly or indirectly or indirectly to any *current or former member* of City Council, and *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 entity 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:
David Carpenter	\$140.00	April 2001
CECPAC	\$360.00	March 2001
Friends of Ed Garza and Nelson Wolff	\$150.00/each	September and October 2002
Friends of Bonnie Conner, Robert Tejeda, Carroll Schubert, Bobby Perez, Toni Moorehouse, Lyle Larson, David Carpenter, Julian Castro, Paul Elizondo and Enrique Barrera	\$50.00/each	July thru October 2002
Toni Moorehouse, Enrique Barrera and Carroll Schubert	\$70.00/each	May 2003

**Disclosure in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<b>Signature:</b> 	<b>Title:</b> President  <b>Company:</b> Bain Medina Bain, Inc.	<b>Date:</b>  March 9, 2004

**ATTACHMENT 3**  
**City of San Antonio**  
**Discretionary Contracts Disclosure\***

*For use of this form, see City of San Antonio Ethics Code, Part D, Section 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 this 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 identify of any individual who would be a party to the discretionary contract;

None

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

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

None

(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 part to the discretionary contract;

None

(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

None


**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 member of 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 entity include but are not limited to contributions made through the officers, owners, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
John Clamp (candidate)	\$100.00	March 24, 2003
Josh Copeland Campaign (District 8)	\$100.00	March 13, 2003
Carroll W. Schubert Campaign (District 9)	\$150.00	March 24, 2003
Antoinette Morehouse (District 3)	\$150.00	March 24, 2003

**Disclosure in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question <sup>1</sup> as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

Signature: 	Title: Vice President  Company: Arias & Associates, Inc.	Date:  March 9, 2004
---	--	----------------------------

<sup>1</sup> 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, required recusal or required careful consideration of whether or not recusal is required.