

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

AGENDA ITEM NO. **23(A)**

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 Zanon; Milo D. Nitschke; file

SUBJECT: Marney Plaza Outfall

DATE: April 8, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the proposal and awards a professional service contract in the amount of \$443,196.53 payable to Don Durden, Inc., dba Civil Engineering Consultants (CEC), a SBE, for engineering services and authorizes \$44,319.65 for design contingency expenses, for an overall total amount of \$487,516.18 in connection with the Marney Plaza Outfall project, an authorized 2003-2007 General Obligation Drainage Improvement Bond funded project located in City Council District 3.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This ordinance authorizes compensation to Don Durden, Inc., dba Civil Engineering Consultants (CEC), for engineering services to include design, plan preparation and bid documents, construction phase services and additional services to include geotechnical engineering services related to proposed structures and to pavement design, Traffic Control Plan (TCP), storm water and drainage permitting, design enhancement professional services, tree surveying/protection/mitigation permit, record drawings and structural design related to power pole bracing as shown in the Professional Services Agreement included herein as Attachment 2. The project is anticipated to be advertised for construction in June of 2005 and to be completed by February of 2007.

This project will increase the drainage capacity of the underground storm drain system under Marney Plaza from the existing two-barrel 10'x 6' multiple box culvert (MCB) system to the equivalent of a five barrel 9'x 7' MCB system and for the reconstruction of Marney Plaza with a forty-foot pavement section from Canavan to Burcham including curbs and 4-foot sidewalks. This project is part of the RipRap #69 project. Rip-Rap #69 is a multiphase project that upgrades the Rip-Rap #69 channel by reconstructing and providing the necessary drainage for many of the streets enclosed by Harding, Pleasanton, Brunswick and Commercial. The project began in 1987. Seven of the ten phases have been completed to date at a cost of \$16.7 million. The Marney Plaza Outfall

project is the eighth phase of the RipRap #69 project. Two more phases remain to be completed, which are currently unfunded, with an estimated cost of \$18.7 million.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 2003-2007 General Obligation Drainage Improvement Bond projects.

FISCAL IMPACT

This project was approved as a result of the November 4, 2003 bond election. Although this project was not included in the FY 04-09 Capital Improvement Program Budget, approval of this ordinance will appropriately modify the capital budget. Funds in the amount of \$487,516.18 are available from 2003-2007 General Obligation Drainage Improvement Bonds, and are authorized payable as follows:

\$443,196.53	payable to Don Durden, Inc., dba Civil Engineering Consultants (CEC) for engineering services
\$ 44,319.65	payable for design contingency expenses

COORDINATION

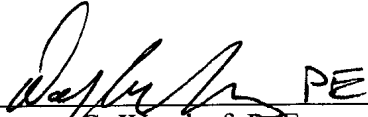
This request for ordinance has been coordinated with the Finance Department and the Office of Management and Budget.

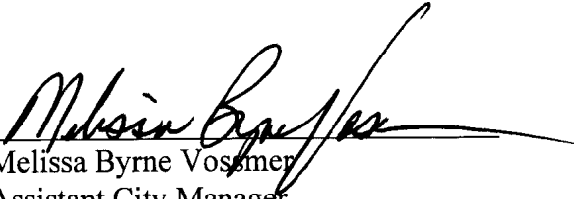
SUPPLEMENTARY COMMENTS

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

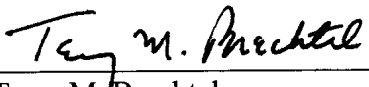
ATTACHMENTS

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


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


Melissa Byrne Vosmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

MARNEY PLAZA OUTFALL

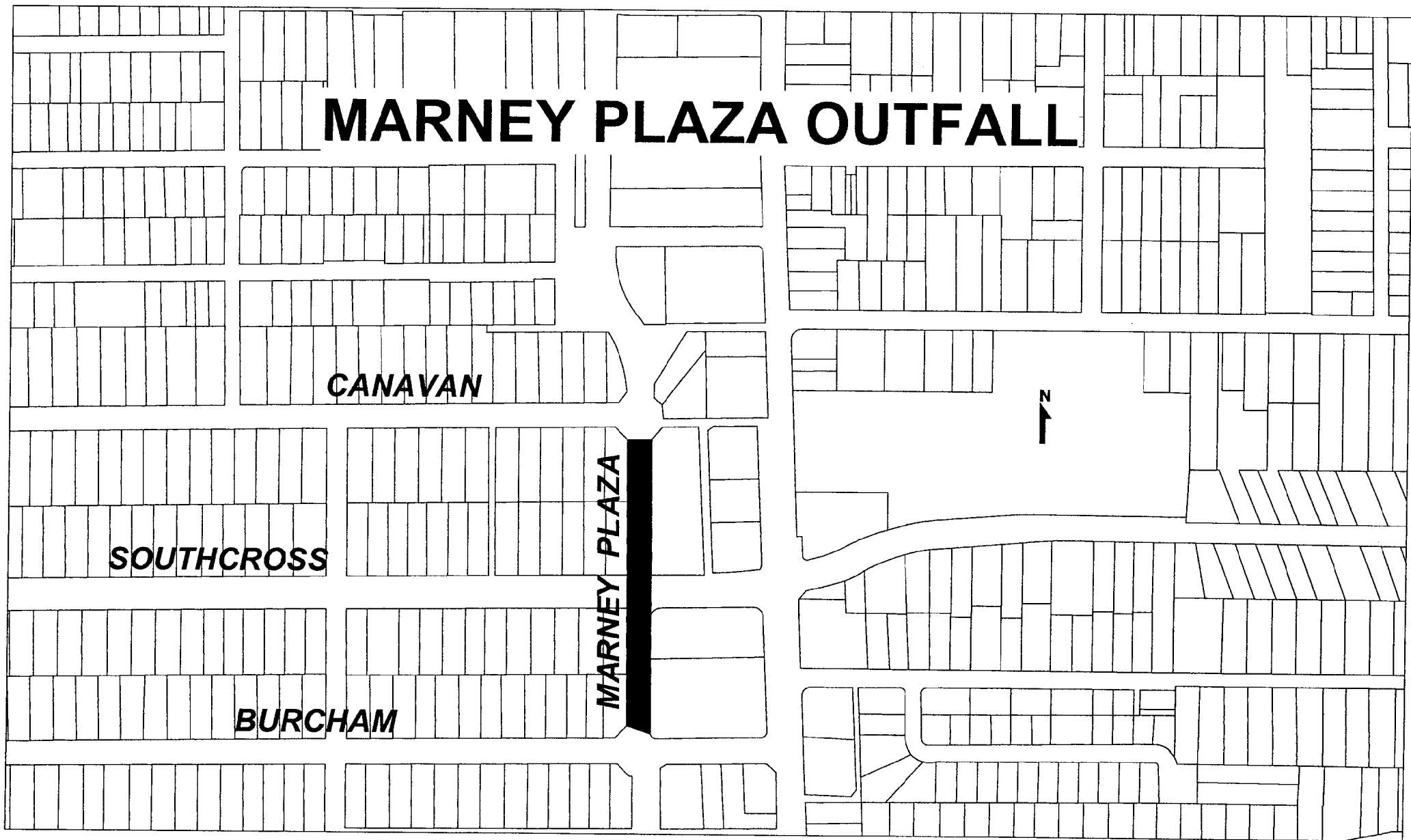
CANAVAN

SOUTHCROSS

BURCHAM

MARNEY PLAZA

N



**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES**

STATE OF TEXAS

COUNTY OF BEXAR

COPY

AGREEMENT FOR

MARNEY PLAZA OUTFALL PROJECT

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 Don Durden, Inc., dba Civil Engineering Consultants (CEC) (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, 5th 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, 5th Ed., © 1983.*

II. PERIOD OF SERVICE

This **AGREEMENT** shall take effect on the eleventh (11th) 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 **four hundred eighty thousand five hundred sixteen and 18/100 dollars (\$487,516.18)**.

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, surveyors, 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 42 % 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>Don Darden</u>	<u>150.00</u>
<u>Ken Thomas</u>	<u>150.00</u>
<u>Mike Haberer</u>	<u>135.00</u>
<u>CHESTER VARNER</u>	<u>135.00</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 "**MARNEY PLAZA OUTFALL**", 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 th 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:

Kenneth W. Thomas, Jr., P.E., R.P.L.S.,
Principal/Public Works Division Manager
Civil Engineering Consultants (CEC)
11550 I.H. 10 West, Suite 395
San Antonio, Texas 78230-1037

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.

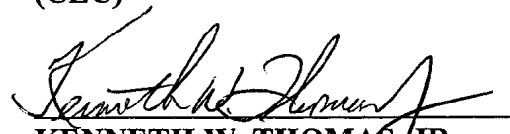
EXECUTED ON THIS, THE _____ DAY OF _____, 2004.

CITY OF SAN ANTONIO

CONSULTANT:

**DON DURDEN, INC., DBA CIVIL
ENGINEERING CONSULTANTS
(CEC)**

CITY MANAGER


**KENNETH W. THOMAS, JR.,
P.E., R.P.L.S.
PRINCIPAL/PUBLIC WORKS
DIVISION MANAGER**

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 item 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: Marney Plaza Outfall

Architect/Engineer Firm: Civil Engineering Consultants (CEC)

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>120</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>90</u> Days	_____ Days
Total Contract Time:	_____ Days	_____ Days

BID PHASE & DOCUMENTS

Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>30</u> 120 <u>90</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

SEE ALSO ATTACHED DESIGN SCHEDULE

BY: _____

Kenneth W. Thomas, Jr., P.E., R.P.L.S.
Principal/Public Works Division Manager

ATTACHMENT C

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

CONSULTANT FEE PROPOSAL SUMMARY

PROJECT: Marney Plaza Outfall Project
DATE: March 15, 2004

Please provide the fee amounts that you are requesting compensation for in the blanks as shown below. The line items that are eligible for compensation will be "checked" in the corresponding box adjacent to the description.

A. ☐ BASE FEE (as per Professional Services Agreement) = \$ Amount:
384,379.97

B. ADDITIONAL SERVICES FEES:		Amount:
<input type="checkbox"/> 1.	Geotechnical and Structural Analysis of Existing Box Culverts	\$ 12,741.15 *
<input type="checkbox"/> 2.	Geotechnical Engineering Services Related to Proposed Structures and to Pavement Design (Estimate)	\$ 12,000.00 **
<input type="checkbox"/> 3.	Traffic control plan (TCP) preparation	\$ 5,790.00
<input type="checkbox"/> 4.	Design Enhancement Artist Professional Services	\$ 5,000.00 **
<input type="checkbox"/> 5.	Stormwater and Drainage Permit Related	\$ 8,611.00
<input type="checkbox"/> 6.	Tree survey/protection/mitigation/permit	\$ 3,646.00
<input type="checkbox"/> 7.	Record Drawings	\$ 9,304.61
<input type="checkbox"/> 8.	Structural Design Related to Power Pole Bracing	\$ 1,723.80
<input type="checkbox"/> 9.	USACE 404 Permit	na
<input type="checkbox"/> 10.	Railroad Permit	na
<input type="checkbox"/> 11.	TxDOT Permit	na
Subtotal		\$ 58,816.56

* Only used if hydraulic analysis of existing boxes shown a benefit

** COSA to authorize separately. Cost is an assumed value.

Additional Services Fee Subtotal = \$ 58,816.56

TOTAL PROFESSIONAL SERVICES FEE = \$ 443,196.53

C. For the purpose of establishing a unit rate fee for certain design efforts that are understood to be additional services, the following unit rates are requested:

<input type="checkbox"/> 1.	Preparation of driveway plats	\$ 125.00 / ea.
<input type="checkbox"/> 2.	Preparation of plats and field notes for property acquisition or easement procurement	\$ 1,140.00 / parcel
<input type="checkbox"/> 3.	Optional Construction staking	\$ 9,230.00

MARNEY PLAZA OUTFALL PROJECT

CEC TEAM

Includes CEC, Maestas and Bailey, Structural Engineering Associates, Bender Wells Clark, and CEC Survey

With Estimates and Items for Geotechnical Engineering Services and Artist for Design Enhancement Component

March 15, 2004

MARNEY PLAZA TOTALS	CEC PM- Design	MBI HHDRAIN	SEA Structural	Bender Wells Clark	CEC Survey	GEO- TECHNICAL	ARTIST	Team Total
Phase A	\$ 69,427.00	\$ 25,321.70	\$ 10,782.66	\$ 8,267.00	\$ 18,400.00	\$ 18,855.00	\$ 2,500.00	\$ 153,553.36
Phase B	\$ 58,951.60	\$ 17,702.68	\$ 16,324.22	\$ 8,347.60	\$ 1,445.00	\$ -	\$ 1,500.00	\$ 104,271.10
Final Design	\$ 64,593.80	\$ 8,087.79	\$ 18,093.14	\$ 5,403.80	\$ 2,755.00	\$ -	\$ 1,000.00	\$ 99,933.53
Bid Phase	\$ 11,497.90	\$ -	\$ 2,135.90	\$ 877.90	\$ -	\$ -	\$ -	\$ 14,511.70
Construction Phase	\$ 56,119.00	\$ -	\$ 11,911.45	\$ 2,896.40	\$ -	\$ -	\$ -	\$ 70,926.85
Project Total	\$ 260,589.30	\$ 51,112.17	\$ 59,247.36	\$ 25,792.70	\$ 22,600.00	\$ 18,855.00	\$ 5,000.00	\$ 443,196.54
	58.80%	11.53%	13.37%	5.82%	5.10%	4.25%	1.13%	100.00%

CEC 64%
Others 36%

MARNEY PLAZA ADD'L SVCS	CEC PM- Design	MBI HHDRAIN	SEA Structural	Bender Wells Clark	CEC Survey	GEO- TECHNICAL	ARTIST	Team Total
Phase A	\$ 2,879.00	\$ -	\$ 3,549.53	\$ 1,430.00	\$ 570.00	\$ 18,855.00	\$ 2,500.00	\$ 29,783.53
Phase B	\$ 6,200.00	\$ -	\$ 1,599.26	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 9,299.26
Final Design	\$ 7,708.00	\$ -	\$ 2,461.17	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 11,169.17
Bid Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Phase	\$ 7,520.00	\$ -	\$ 1,044.61	\$ -	\$ -	\$ -	\$ -	\$ 8,564.61
Project Total	\$ 24,307.00	\$ -	\$ 8,654.57	\$ 1,430.00	\$ 570.00	\$ 18,855.00	\$ 5,000.00	\$ 58,816.57

MARNEY PLAZA STD SERVICES	CEC PM- Design	MBI HHDRAIN	SEA Structural	Bender Wells Clark	CEC Survey	GEO- TECHNICAL	ARTIST	Team Total
Phase A	\$ 66,548.00	\$ 25,321.70	\$ 7,233.13	\$ 6,837.00	\$ 17,830.00	\$ -	\$ -	\$ 123,769.83
Phase B	\$ 52,751.60	\$ 17,702.68	\$ 14,724.95	\$ 8,347.60	\$ 1,445.00	\$ -	\$ -	\$ 94,971.84
Final Design	\$ 56,885.80	\$ 8,087.79	\$ 15,631.98	\$ 5,403.80	\$ 2,755.00	\$ -	\$ -	\$ 88,764.36
Bid Phase	\$ 11,497.90	\$ -	\$ 2,135.90	\$ 877.90	\$ -	\$ -	\$ -	\$ 14,511.70
Construction Phase	\$ 48,599.00	\$ -	\$ 10,866.84	\$ 2,896.40	\$ -	\$ -	\$ -	\$ 62,362.24
Project Total	\$ 236,282.30	\$ 51,112.17	\$ 50,592.79	\$ 24,362.70	\$ 22,030.00	\$ -	\$ -	\$ 384,379.97

By Phase	Cumu.	COSA	Std %'s
32.2%	32.2%	30%	30%
24.7%	56.9%	30%	60%
23.1%	80.0%	20%	80%
3.8%	83.8%	5%	85%
16.2%	100%	15%	100%
100.0%			

Standard Services Percentage Breakdown								
Phase A	28.16%	49.54%	14.30%	28.06%	80.94%	--	--	32.20%
Phase B	22.33%	34.63%	29.10%	34.26%	6.56%	--	--	24.71%
Final Design	24.08%	15.82%	30.90%	22.18%	12.51%	--	--	23.09%
Bid Phase	4.87%	0.00%	4.22%	3.60%	0.00%	--	--	3.78%
Construction Phase	20.57%	0.00%	21.48%	11.89%	0.00%	--	--	16.22%
Project Total	100.00%	100.00%	100.00%	100.00%	100.00%	--	--	100.00%

FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT CEC DESIGN TEAM March 12, 2004				# of sheets	Principal	Project Manager	Project Engineer	E.I.T. 2	Engineering CADD Tech	Clerical	Task Hours	TOTAL
Labor Rate \$/hour				150	125	90	80	58	40			
ITEM	TASK	#	HOURS									Extension
Preliminary Design Phase A				20	26	155	87	280	255	20	823	\$ 69,095.00
4 Mos												
1.	Site visits			1	2		2	2			7	\$ 676.00
2.	Project Meetings, Coordination, Project Mgt & Administration			4	24	6	6	6	8		54	\$ 5,288.00
3.	Team meetings / Conference Calls			2	6	6	6	3			23	\$ 2,244.00
4.	Drainage Design Meetings and Site Visits				2	8	2				12	\$ 1,130.00
5.	Drainage Coordination, Brainstorming and QC			1	4		8				13	\$ 1,290.00
6.	Structural coordination, brainstorming and QC				6		3				9	\$ 990.00
7.	Existing Box culvert analysis coordination and recommendation			1	3	4					8	\$ 885.00
8.	Roadway Design initial layout concepts and graphics										0	\$ -
9.	Survey Coordination					2	2	2			6	\$ 456.00
10.	Horiz and Vert Alignment						3	6			9	\$ 588.00
11.	Initiate Plan Sheets				1		8	8			17	\$ 1,229.00
12.	Initiate Typical Sections				2		8	8			18	\$ 1,354.00
13.	Initiate Cross Section development					2	8	8			18	\$ 1,284.00
14.	Design Enhancements Coordination, QC, and depictions			1	6	2	2	4			15	\$ 1,472.00
15.	Utilities										0	\$ -
16.	Contact Utilities (SAWS, CPSE / G, BMet, SBC, TWC, DigTess)				1	2	4				7	\$ 625.00
17.	Gather Record Drawings					2	8				10	\$ 820.00
18.	Coordination / Field Meetings for Markings, Verifications					6	10				16	\$ 1,340.00
19.	Correlation of Utilities to Survey and Record Drawings						8	8			16	\$ 1,104.00
20.	Preparation of Base Mapping for all utilities and QC					8	8	16			32	\$ 2,288.00
21.	Survey Coordination				1	2	2				5	\$ 465.00
22.	Permits Coordination and Investigation (FPDP, SW3P)				1		1				2	\$ 205.00
23.	Pavement Design										0	\$ -
24.	Geotechnical Design Investigation, Coordination, Resolution			1	2						3	\$ 400.00
25.	Develop Initial Pavement Thickness			1	2		2				5	\$ 560.00
26.	Traffic Coordination										0	\$ -
27.	Meeting with Traffic Engineer				2		2				4	\$ 410.00
28.	Development of initial Traffic Plan, Detour Plan and Needs Assessment				4		8	8			20	\$ 1,604.00
29.	Environmental (tracking, coordination, investigation, synopsis)			1	2						3	\$ 400.00
30.	Coordination with COSA Environmental Personnel				2						2	\$ 250.00
31.	Tree Protection (identification, application, coordination, suggestions)				2		2				4	\$ 410.00
32.	Public Meetings (design enhancements, community input)			2	4						6	\$ 800.00
33.	Constructability Analysis (investigation, review, recommendations)				8		4	8			20	\$ 1,784.00
34.	ROW needs assessment										0	\$ -
35.	Options analysis and synopsis			1	2						3	\$ 400.00
36.	Meeting with COSA ROW/related personnel				2		4				6	\$ 570.00
37.	Graphics and recommendations			1	2		4	4			11	\$ 952.00
38.	ROW tax record research, initial values, etc						3				3	\$ 240.00
39.	Construction Schematic Plan Preparation										0	\$ -
40.	Base maps completion, area maps, etc				2	2	16	24			44	\$ 3,102.00
41.	Proposed Plans Set Planning and Overall Coordination				3	3	4				10	\$ 965.00
42.	Cover, Index, Quantities and Legend			3		3	8	12			23	\$ 1,711.00
43.	Sequencing Sheet Initiation				2		4	8			14	\$ 1,034.00
44.	Overall Layout			2		2	8	16			26	\$ 1,818.00
45.	Street Plan Profile			3		2	16	24			44	\$ 3,102.00
46.	Drainage Plan Profile and Details Coordination			2		6	4	20	24		54	\$ 4,102.00
47.	Utility Plan Profile Composite			2		2	8	8			18	\$ 1,354.00
48.	Cross sections / Alternatives, Etc			8		12	12	16	24		64	\$ 5,252.00
49.	Report Preparation with Recommendations				2	12	12	24	8	8	66	\$ 5,584.00
50.	Specifications Initial Review, Investigation, and Recommendations				2	4		8		4	18	\$ 1,600.00
51.	Cost Opinion Coordination and For Misc Items				1	4		8	8		21	\$ 1,754.00
52.	Quantities and Costs for Roadway Related work					4	2	8	8		22	\$ 1,784.00
53.	Attend Phase A Review Meeting				4	4		4			12	\$ 1,420.00

EXPENSES	#	Sheets		
PRINTING: SPECS/REPORTS/Photographs	20	sets	20	8 1/2" x 11" @ \$0.05 /sheet + binding
PRINTING PLAN SETS	20	sets	20	11" x 17" @ \$0.10 /sheet + binding
				Miles
TRAVEL	8	trips	30	@ \$ 0.30/ mile
SUBTOTAL LUMP SUM EXPENSES				\$332.00
TOTAL PRELIMINARY PHASE A				\$ 69,427.00

FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT CEC DESIGN TEAM March 12, 2004				# of sheets	Principal	Project Manager	Project Engineer	E.I.T. 2	Engineering CADD Tech	Clerical	Task Hours	TOTAL
Labor Rate \$/hour					150	125	90	80	58	40		
ITEM	TASK	#	HOURS									Extension
Preliminary Design Phase B				0	20	136	28	279	233	12	708	\$ 58,834.00
3 Mos												
1.	Phase A Comments, Incorporate and Response letter		1	4			8	2			15	\$ 1,406.00
2.	Site visits		1	2			2	2			7	\$ 676.00
3.	Project Meetings, Coordination, Project Mgt & Administration		3	6	2		6	4			21	\$ 2,092.00
4.	Team meetings / Conference Calls		2	6	2		6				16	\$ 1,710.00
5.	Drainage Design Meetings and Site Visits			4	4		4				12	\$ 1,180.00
6.	Structural coordination, refinement, and QC			4	4		2				10	\$ 1,020.00
7.	Roadway Design										0	\$ -
8.	Horiz and Vert Alignment Refinement			2			4	8			14	\$ 1,034.00
9.	Plan Sheets refinement			2			4	8			14	\$ 1,034.00
10.	Development and Refinement of Typical Sections			2			4	4			10	\$ 802.00
11.	Cross sections / Alternatives, Etc						4	4			8	\$ 552.00
12.	Design Enhancements Coordination, QC, and depictions		1	6			2				9	\$ 1,060.00
13.	Utilities										0	\$ -
14.	Coord with SAWS, CPSE / G, BMet, SBC, TWC, DigTess			8			12				20	\$ 1,960.00
15.	Depictions and development of proposed utility work			4			12	8			24	\$ 1,924.00
16.	Preparation of Utility Layouts and QC			2			24	16			42	\$ 3,098.00
17.	Survey Coordination			4			4				8	\$ 820.00
18.	Permits Coordination and Investigation (FPDP, SW3P)			1			1				2	\$ 205.00
19.	Pavement Design			4	4		6	2			16	\$ 1,456.00
20.	Coordination for Geotechnical data		1	2			2				5	\$ 560.00
21.	Modify pavement concept per Geotechnical Recommendations		1	2			2	2			7	\$ 676.00
22.	Traffic Coordination										0	\$ -
23.	Refinement and Development of Detour and Phasing plans			2			4	8			14	\$ 1,034.00
24.	Coordination with Traffic Department			4			4				8	\$ 820.00
25.	Environmental (tracking, coordination, investigation, synopsis)		1	2							3	\$ 400.00
26.	Coordination with COSA Environmental Personnel			1			2				3	\$ 285.00
27.	Tree Protection (sheets, details, depictions, recommendations)			2			2	1			5	\$ 468.00
28.	Public Meetings (community updates and input)		2	4							6	\$ 800.00
29.	SWPPP Plans, document, details, spec, gather, initiate			4	4		20	16			44	\$ 3,388.00
30.	Constructability Analysis (refinement and outside review)			8			8	4			20	\$ 1,872.00
31.	ROW Coordination, Analysis and Refinements, where needed										0	\$ -
32.	Meeting w ROW personnel		2	2			2				6	\$ 710.00
33.	Construction Phase B Plan Preparation										0	\$ -
34.	Proposed Plans Set Planning and Overall Coordination			4			16	16			36	\$ 2,708.00
35.	Cover, Index, Quantities, Legend and Notes, Refinements			4			8	12			24	\$ 1,836.00
36.	Overall Layout refinements and development			2			8	8			18	\$ 1,354.00
37.	Base sheets refinement						8	8			16	\$ 1,104.00
38.	Street Plan Profile refinement			4			16	24			44	\$ 3,172.00
39.	Utility Plan Profile Composite, updates and refinement			2			8	8			18	\$ 1,354.00
40.	Drainage Plan Profile sheets, updates and refinements										0	\$ -
41.	Drainage Sections and Details, updates and refinements			4	4		8	24			40	\$ 2,892.00
42.	Cross sections / Alternatives, Etc			4			16	16			36	\$ 2,708.00
43.	Report Supplements, Any Final recommendations		2	4			8	8	8		30	\$ 2,224.00
44.	Specifications List and further Recommendations as needed.			4			8		4		16	\$ 1,300.00
45.	Draft Versions of Non-COSA Specifications, Coordination			2	4		4				10	\$ 930.00
46.	Quantity updates			1	2		8	8			19	\$ 1,504.00
47.	Cost Opinion Coordination			1	2		4	4			11	\$ 952.00
48.	Cost Opinion updates			1	4		8	8			21	\$ 1,754.00

EXPENSES	#	Sheets			
PRINTING: SPECS/REPORTS	1	sets	20	8 1/2" x 11" @ \$0.05 /sheet + binding	\$6.00
PRINTING PLAN SETS	1	sets	16	11" x 17" @ \$0.10 /sheet + binding	\$6.60
				Miles	
TRAVEL	5	trips	30	@ \$ 0.30/ mile	\$105.00
SUBTOTAL EXPENSES					\$117.60
TOTAL PRELIMINARY PHASE B					\$ 58,951.60

FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT CEC DESIGN TEAM March 12, 2004			# of sheets	Principal	Project Manager	Project Engineer	E.I.T. 2	Engineering CADD Tech	Clerical	Task Hours	TOTAL
	Labor Rate \$/hour			150	125	90	80	58	40		
ITEM	TASK	#	HOURS								Extension
Final Design Phase			0	24	145	54	303	227	12	765	\$ 64,471.00
		3 mos									
1.	Phase B Comments, Incorporate and Response letter		1	4		8	2		15	\$	1,406.00
2.	Site visits		1	2		2	2		7	\$	676.00
3.	Project Meetings, Coordination, Project Mgt & Administration		3	6	2	6	4		21	\$	2,092.00
4.	Team meetings / Conference Calls		2	6	2	6			16	\$	1,710.00
5.	Drainage Design Meetings and Site Visits			2	2	2			6	\$	590.00
6.	Structural coordination, refinement, and QC			2	2	2			6	\$	590.00
7.	Roadway Design								0	\$	-
8.	Horiz and Vert Alignment Refinement			1		4	4		9	\$	677.00
9.	Plan Sheets refinement			1		4	4		9	\$	677.00
10.	Development and Refinement of Typical Sections			1		4	4		9	\$	677.00
11.	Cross sections / Alternatives, Etc					4	8		12	\$	784.00
12.	Design Enhancements Coordination, QC, and depictions		1	4		2			7	\$	810.00
13.	Utilities								0	\$	-
14.	Coord with SAWS,CPSE / G, BMet,SBC,TWC,DigTess			4		6			10	\$	980.00
15.	Refinement of Utility Layouts and QC			2		24	8		34	\$	2,634.00
16.	Survey Coordination			2		2			4	\$	410.00
17.	Permits Coordination and Investigation (FPDP, SW3P)			1		1			2	\$	205.00
18.	Pavement Design								0	\$	-
19.	Final coordination for Geotechnical data, if needed		1	2		2			5	\$	560.00
20.	Pavement design updates, finalize		1	2		2	2		7	\$	676.00
21.	Traffic Coordination								0	\$	-
22.	Finalize Detour and Phasing plans			2		4	4		10	\$	802.00
23.	Final coordination with Traffic Department			4		4			8	\$	820.00
24.	Environmental (tracking, coordination, investigation, synopsis)		1	2					3	\$	400.00
25.	Coordination with COSA Environmental Personnel			1		2			3	\$	285.00
26.	Tree Protection (sheets, details, trips, notes, etc)			6	4	8	1		19	\$	1,808.00
27.	Public Meetings (community updates and input)		2	4					6	\$	800.00
28.	SWPPP Plans, document, details, spec, gather, initiate			4	4	20	16		44	\$	3,388.00
29.	Constructability Analysis (refinement and outside review)		4	8	4	12	4		32	\$	3,152.00
30.	ROW Coordination, Analysis and Refinements, where needed			8		8			16	\$	1,640.00
31.	Meeting w ROW personnel, coordination, documentation, follow-up		2	8		8			18	\$	1,940.00
32.	Final Construction Plans Preparation								0	\$	-
33.	Proposed Plans Set Planning and Overall Coordination			4	4	8	8		24	\$	1,964.00
34.	Finalize Cover, Index, Quantities, Legend and Notes, Control			4	4	8	8		24	\$	1,964.00
35.	Finalize Overall Layout sheets, notes, etc			2	2	8	8		20	\$	1,534.00
36.	Finalize Base sheets			4	4	8	8		24	\$	1,964.00
37.	Finalize Street Plan Profile Sheets			4	4	16	24		48	\$	3,532.00
38.	Finalize Utility Plan/ Profile Composite information			2		16	16		34	\$	2,458.00
39.	Finalize 'Drainage PNP, notes, etc			6	8	24	32		70	\$	5,246.00
40.	Finalize 'Drainage Sections and Detail			4	4	8	24		40	\$	2,892.00
41.	Finalize Cross sections, Sequencing, Etc			4		16	16		36	\$	2,708.00
42.	Report Supplements, Any Final recommendations		2	4		8	8	8	30	\$	2,224.00
43.	Specifications Completed			8		16			28	\$	2,440.00
44.	Final Versions of Non-COSA Specifications, Coordination			2	4	4			10	\$	930.00
45.	Quantities completed		1	2		6	6		15	\$	1,228.00
46.	Final Design Cost Opinion Coordination		1	2		4			7	\$	720.00
47.	Final Design Cost Opinion		1	4		6	6		17	\$	1,478.00

EXPENSES	#	Sheets			
PRINTING: SPECS/REPORTS	1	sets	20	8 1/2" x 11" @ \$0.05 /sheet + binding	\$6.00
PRINTING PLAN SETS	2	sets	9	11" x 17" @ \$0.10 /sheet + binding	\$11.80
				Miles	
TRAVEL	3	trips	30	@ \$ 0.30/ mile	\$105.00
SUBTOTAL EXPENSES					\$122.80
TOTAL FINAL DESIGN PHASE					\$ 64,593.80

FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT CEC DESIGN TEAM March 12, 2004				# of sheets	Principal	Project Manager	Project Engineer	E.I.T. 2	Engineering CADD Tech	Clerical	Task Hours	TOTAL
Labor Rate \$/hour					150	125	90	80	58	40		
ITEM	TASK	#	HOURS									Extension
Bid Phase				0	0	28	16	52	20	28	144	\$ 11,380.00
1	Prepare Bid Sets, incorporate COSA Std GP, ITB, Wages..					2	2	8	0	4	16	\$ 1,230.00
2	Prepare one Complete Bid set, P/S/ITB/GP & Bid Proposal (w utils)							4	4	6	14	\$ 792.00
3	Provide Engr Opinion of Probable Constr. Costs					2	2	8	8	2	22	\$ 1,614.00
4	Provide up to 20 sets of PSE to COSA per Contract Att A.C.3.a&b.							8			8	\$ 640.00
5	Resp. to Questions, Pre-Bid conference, Distribute Bid Pkgs, Addenda					16	8	8	8	16	56	\$ 4,464.00
6	Attend Bid Opening and Tabulate Bids.					4	4	8			16	\$ 1,500.00
7	Complete Drive Plat Preparation, Deliver to COSA					4		8			12	\$ 1,140.00
				=====	=====	=====	=====	=====	=====	=====	=====	

EXPENSES		#	Sheets			
PRINTING: SPECS/REPORTS		1	sets	40	8 1/2" x 11" @ \$0.05 /sheet + binding	\$7.00
PRINTING PLAN SETS		1	sets	9	11" x 17" @ \$0.10 /sheet + binding	\$5.90
					Miles	
TRAVEL		1	trips	30	@ \$ 0.30/ mile	\$105.00
SUBTOTAL EXPENSES						\$117.90
TOTAL BID PHASE						\$ 11,497.90

Construction Phase				44	0	288	0	208	48	0	544	\$ 55,424.00
1	Attend Preconstruction conference					2		2			4	\$ 410.00
2	Answer Questions on Plans Re Contractor's Cut Sheets..)					4					4	\$ 500.00
3	Periodic Site Visits (Use 4 per Month for Budget purposes)	16	4 /mo			128					128	\$ 16,000.00
4	Site Visit Reports and Inspector Coordination					64		32			96	\$ 10,560.00
5	Review and Process Shop Drawings, and Inspection Reports	10	4			16		60			76	\$ 6,800.00
6	Coordination regarding Driveway Plats, as needed					8		8	8		24	\$ 2,104.00
7	Evaluation of Substitute Materials/Products Submitted					8		16			24	\$ 2,280.00
8	Review Monthly Estimates					10		18			28	\$ 2,590.00
9	Conditional Approval", and "Final" Inspections, Punch list					8		8			16	\$ 1,640.00
10	Coordinate and Prepare Record Drawings, Warranties, Bonds,		40			16		40	40		96	\$ 7,520.00
11	Review and evaluate change requests and make					24		24			48	\$ 4,920.00
				=	=====	=====	=====	=====	=====	=====	=====	

EXPENSES		#	Sheets			
PRINTING: SPECS/REPORTS		0	sets	0	8 1/2" x 11" @ \$0.05 /sheet + binding	\$0.00
PRINTING PLAN SETS		50	sets	9	11" x 17" @ \$0.10 /sheet + binding	\$295.00
PRINTING PLAN SETS		50	sets	9	11" x 17" @ \$0.10 /sheet + binding	\$295.00
					Miles	
TRAVEL		4	trips	30	@ \$ 0.30/ mile	\$105.00
SUBTOTAL EXPENSES						\$695.00
TOTAL CONSTRUCTION PHASE						\$ 56,119.00

Total Labor Items \$ 259,204.00

Total Expenses \$ 1,385.30

Marney Plaza Outfall Project CEC DESIGN Total				70	752	185	1122	783	72	2984	\$ 260,589.30
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FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT MAESTAS AND BAILEY, INC March 4, 2004				Project Manager	Project Engineer	Engr Tech	CADD Technician	Clerical	Task Hours	TOTAL
Labor Rate \$/hour				\$121.11	\$121.11	\$55.98	\$43.88	\$32.66		

ITEM	TASK	HOURS						Extension
Preliminary Design Phase A		59	103	60	40	18	280	\$ 25,321.70
1	Field visits	6		4			10	\$ 950.58
2	Gather and analyze utility map information	2				2	4	\$ 307.53
3	Gather Existing Drainage Information	8				2	10	\$ 1,034.19
4	Inventory exist. storm sewer & drainage system	2			2		4	\$ 329.98
1. Hydrologic Study								
5	Define & verify watersheds	2	8		2		12	\$ 1,298.87
6	Prepare Drainage Area Maps		2		12		14	\$ 768.78
	Runoff determination (prior projects, 25 yr, 100yr.)							
7	TR 55		8	8			16	\$ 1,416.72
8	Rational		8	8			16	\$ 1,416.72
2. Preliminary Hydraulic Analysis & Design								
9	Determine downstream starting water surface	2	8				10	\$ 1,211.11
10	Determine capacity of existing system	2	8				10	\$ 1,211.11
11	Analyze alt's for system w/ & w/out existing MBC	4	24				28	\$ 3,391.10
12	Analyze impact of 100 year event on prop system	1	8				9	\$ 1,090.00
13	Analyze impact on upstream systems		2	8			10	\$ 690.06
							0	\$ -
14	Cost estimates for each alternative		8	16			24	\$ 1,864.56
15	Document analysis findings	4	8	16	8	8	44	\$ 2,961.29
16	Meetings and coordination with Team members	12				2	14	\$ 1,518.64
17	Preliminary storm sewer pipe sizing & layout	2	8		16		26	\$ 1,913.19
18	Size stub outs for storm sewer up side streets		3				3	\$ 363.33
19	Project Management	10				4	14	\$ 1,341.73
20	Attend preliminary review meeting	2					2	\$ 242.22
		=====	=====	=====	=====	=====	=====	=====

Preliminary Design Phase B		46	83	16	24	4	173	\$ 17,702.68
1	Address Preliminary Review Comments	3					3	\$ 363.33
2	Modify DAM		2		12		14	\$ 768.78
3	Refine discharge calculations on selected alternative	1	4				5	\$ 605.55
4	Storm sewer modelling	8	40	16			64	\$ 6,708.99
5	Inlet locations and lateral sizing		8				8	\$ 968.88
6	Storm sewer layout & sizing		8				8	\$ 968.88
7	Develop Miscellaneous Drainage Details	1	8				9	\$ 1,090.00
8	Prepare Hydraulic calculation sheets		8		8		16	\$ 1,319.92
9	Prepare HGL/EGL sheets		1		4		5	\$ 296.63
10	Review drainage details	2	2				4	\$ 484.44
11	Attend 60% review meeting	3					3	\$ 363.33
12	Project Management	10				4	14	\$ 1,341.73
13	Meetings and coordination with Team members	16					16	\$ 1,937.77
14	QAQC review	2	2				4	\$ 484.44
		=====	=====	=====	=====	=====	=====	=====

Final Design Phase		25	36	0	10	8	79	\$ 8,087.79
1	Attend review meeting	3					3	\$ 363.33
2	Address Review Comments	1	4				5	\$ 605.55
3	Adjust plans for Review Comments	1			4		5	\$ 296.63
4	Final drainage details	1	4				5	\$ 605.55
5	Revise storm sewer modelling	2	12				14	\$ 1,695.55
6	Revise Hydraulic calculation sheets		4		2		6	\$ 572.20
7	Project Management	4				2	6	\$ 549.75
8	Meetings and coordination with Team members	4					4	\$ 484.44
9	QAQC review	2	2				4	\$ 484.44
10	Assist in development of specifications	2	2			4	8	\$ 615.06
11	Attend final review meeting	3					3	\$ 363.33
12	Final adjustment	2	8		4	2	16	\$ 1,451.94
		=====	=====	=====	=====	=====	=====	=====

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FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT MAESTAS AND BAILEY, INC March 4, 2004				Project Manager	Project Engineer	Engr Tech	CADD Technician	Clerical	Task Hours	TOTAL
Labor Rate \$/hour				\$121.11	\$121.11	\$55.98	\$43.88	\$32.66		

ITEM	TASK	HOURS					Extension
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Bid Phase		0	0	0	0	0	0	\$ -
1	task							\$ -
		=====	=====	=====	=====	=====	=====	=====

Construction Phase		0	0	0	0	0	0	\$ -
1	task							\$ -
		=====	=====	=====	=====	=====	=====	=====

Total Labor Items \$ 51,112.17
Total Expenses \$ -

MAESTAS AND BAILEY, MARNEY TOTAL		130	222	76	74	30	532	\$ 51,112.17
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MBI HHDrain

Phase A	\$ 25,321.70
Phase B	\$ 17,702.68
Final Design	\$ 8,087.79
Bid Phase	\$ -
Construction Phase	\$ -
Project Total	\$ 51,112.17

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MARNEY PLAZA OUTFALL PROJECT STRUCTURAL ENGINEERING ASSOCIATES March 9, 2004	NO. OF SHEETS	PRINCIPAL	PROJECT ENGR / MGR	STRUCTURAL ENGINEER	ENGINEER IN TRAINING	CADD TECH	ADMIN. ASST.	TOTAL HOURS
		\$191.51	\$137.65	\$105.48	\$69.33	\$62.27	\$48.00	

PRELIMINARY DESIGN PHASE A

1. Meetings			4	4				8
2. Site Visit and Inspection of Existing Culvert			3	8	8			19
3. Furnish Required Information to Conc Coring Consultant			4	2				6
4. Determine Structural Capacity of Existing Culverts				4	8			12
5. Provide input on Constructability		2		4	2			8
6. Conceptual Box Culvert Layout Sheets	3			8	4	12		24
7. Conceptual Box Culvert Construction Staging Details	2			8	4	12		24
8. Prepare for & Attend - Phase A Report Review Meeting with City			2	5				7
9. Address Review Comments				2		6	1	9
								0
Subtotal Hours	5	2	13	45	26	30	1	117
Subtotal Dollars		383.01	1,789.40	4,746.54	1,802.62	1,868.09	48.00	10,637.66

PRELIMINARY DESIGN PHASE A SUBTOTAL**\$10,637.66****PRELIMINARY DESIGN PHASE B**

1. Meetings			3	3				6
2. Furnish Geotech with Soil Boring Locations and Information Required				2				2
3. Preliminary Estimated Box Culvert Quantities Sheet	1				4	8		12
4. Preliminary Box Culvert Layout Sheets	3			8	4	12		24
5. Preliminary Box Culvert Construction Staging Details	2			8	4	12		24
6. Preliminary Repair Details for Existing Culverts	1			2	4	4		10
7. Preliminary Culvert Vertical Wall Transition Details Sheet	2			4	8	12		24
8. Preliminary Interior Vert Wall Opening Details	1			4	8	12		24
9. Preliminary Utility Pole Temporary Bracing Sheet	1			2	4	6		12
10. Preliminary Retaining Wall (Culvert Wings) - Layout and Details	3			8	16	24		48
11. TxDOT Box Culvert Standard - P/C Misc. Details	1				1	1		2
12. TxDOT Box Culvert Standard - P/C 10' Span Boxes	1				1	1		2
13. TxDOT Box Culvert Standard - Rail anchorage curb details	2				2	2		4
14. TxDOT Rail Standard	2				2	2		4
15. Two Conferences with City				8				8
16. Address Review Comments				2	2	4		8
								0
Subtotal Hours	20	0	3	51	60	100	0	214
Subtotal Dollars		-	412.94	5,379.41	4,159.90	6,226.98	-	16,179.22

PRELIMINARY DESIGN PHASE B SUBTOTAL**\$16,179.22****FINAL DESIGN PHASE**

1. Meetings				4				4
2. Estimated Box Culverts Quantities Sheet	1			4	6	6		16
3. Box Culvert Layout Sheets	3			4	2	6		12
4. Box Culvert Construction Staging Details	2			4	2	10		16
5. Repair details for Existing Culvert	1			4	8	10		22
6. Culvert Vertical Wall Transition Details	2			8	14	18		40
7. Interior Vert Wall Opening (& Conn of P/C Openings) Details	1			2	4	10		16
8. Utility Pole Temporary Bracing Sheet	1			2	4	6		12
9. Retaining Wall (Culvert Wings) - Layout and Details	3			12	24	36		72
10. TxDOT Box Culvert Standard - P/C Misc. Details	1				1	1		2
11. TxDOT Box Culvert Standard - P/C 10' Span Boxes	1				1	1		2
12. TxDOT Box Culvert Standard - Rail anchorage curb details	2				2	2		4
13. TxDOT Rail Standard	2				2	2		4
14. Prepare Special Provisions/Specifications				4	8			12
15. Furnish Data to City for Applications for Permits, Grants etc.				1	2			3
16. Address City Review Comments				2		4	1	7
								0
Subtotal Hours	20	0	0	51	80	112	1	244
Subtotal Dollars		-	-	5,379.41	5,546.53	6,974.21	48.00	17,948.14

FINAL DESIGN PHASE SUBTOTAL**\$17,948.14**

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MARNEY PLAZA OUTFALL PROJECT STRUCTURAL ENGINEERING ASSOCIATES March 9, 2004	NO. OF SHEETS	PRINCIPAL	PROJECT ENGR / MGR	STRUCTURAL ENGINEER	ENGINEER IN TRAINING	CADD TECH	ADMIN. ASST.	TOTAL HOURS
		\$191.51	\$137.65	\$105.48	\$69.33	\$62.27	\$48.00	

BID PHASE

1. Prepare for and Attend Pre-bid Conference				6				6
2. Prepare and Issue any Addenda				2	4	2	1	9
3. Answer questions regarding structural plans			2	4				6
								0
Subtotal Hours		0	2	12	4	2	1	21
Subtotal Dollars		-	275.29	1,265.74	277.33	124.54	48.00	1,990.90
BID PHASE SUBTOTAL								\$1,990.90

CONSTRUCTION PHASE

1. Attend Pre-construction Conference				6				6
2. Site Visits (10 visits total) & Prepare Visit Reports			1	50				51
3. Shop Drawing Review				2	8			10
4. Evaluate and Determine Acceptability of Substitute Materials				4				4
5. "Conditional Approval" Site Visit and "Punch-list" for Struct Items					8			8
6. "Final" Site Visit and "Punch-list" for Struct Items					8			8
7. Preparation and Submittal of Record Drawings				4		10		14
8. Responding to RFI's				12	6			18
9. Two Conferences with City				8				8
Subtotal Hours		0	1	86	30	10	0	127
Subtotal Dollars		-	137.65	9,071.16	2,079.95	622.70	-	11,911.45
CONSTRUCTION PHASE SUBTOTAL								\$11,911.45

TOTAL HOURS		2	19	245	200	254	3	723
TOTAL DOLLARS		383.01	2,615.27	25,842.25	13,866.32	15,816.52	143.99	\$58,667.36

ADDITIONAL SERVICES BY SEA

Printing	=	\$500.00
Deliveries	=	\$80.00
Subtotal Additional Services	=	\$580.00

TOTAL BY SEA \$59,247.36**Assumptions for Services to be Performed by SEA**

- Adjacent new box culverts will be the same size.
- The only options to be explored are cast in place vs. precast and all new culverts vs. utilizing the existing culverts.
- The proposed box culvert and associated retaining walls will extend from Canavan to Burcham, a distance of approximately 1000 feet.
- The design of temporary bridges is not included.
- Box culvert layout and details will not change significantly after preliminary phase A.
- Unmodified TxDOT State standards will be used for box culverts.
- TxDOT technical specifications may be used and will be incorporated as special provisions.
- Geotechnical information will be provided to SEA.
- Construction time is assumed to be 18 months.
- Excavation required for boxes will not undermine utility poles. Pole bracing details & limits of contractor's designed shoring will be shown, as applicable.
- Utilities and/or utility relocation will not affect box culvert design.
- Contractor constructability comments on plans to be obtained by others on design team.
- Channel lining will use standard details and will not be designed for any vehicle loads.
- Above standards are considered unmodified unless specifically stated otherwise.
- SEA is NOT required to:
 - attend Citizen's Meetings or bid opening
 - prepare construction cost estimates or construction time determinations
 - Required to prepare sidewalk plans and details.
 - Review product data, samples and certificates of inspection and testings.
 - Review monthly estimates
 - Design, analyze or specify construction trenching
- CEC will provide SEA with electronic file of basic plan and elevation of box culvert, which SEA will modify and make part of the box culvert layout sheets.
File: C:\Marney Plaza\FeeProposal03.doc, Assumptions modified with permission by CEC.

ADDITIONAL SERVICES

Arias and Associates	
Coring & Related Services	\$6,855.00
	\$6,855.00

FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT BENDER WELLS CLARK DESIGN March 4, 2004				# of sheets			Landscape Architect	Planner	Intern	Clerical	Task Hours	TOTAL
Labor Rate \$/hour							95	95	60	35		
ITEM	TASK	#	HOURS									Extension

Preliminary Design Phase A		10	0	0	52	26	10	4	92	\$	8,150.00
1	Mtgs to develop community consensus	0			6	6	0	0	12	\$	1,140.00
2	Mtgs with Engineer & City	0			4	4	0	0	8	\$	760.00
3	Identify potential artists	0			2	2	0	0	4	\$	380.00
4	coordination with Design Enhancement staff	0			2	2	0	0	4	\$	380.00
5	Identify enhancement space needs	2			8	2	0	0	10	\$	950.00
6	verify base information	0			4	4	0	0	8	\$	760.00
7	Vehicular and pedestrian circulation sketches	3			8	0	4	0	12	\$	1,000.00
8	tree mitigation & protection	2			4	2	2	0	8	\$	690.00
9	Schematic concept plans (LA & enhancements)	3			10	4	4	0	18	\$	1,570.00
10	Phase A text and drawings	0			4	0	0	4	8	\$	520.00
		====	=====	=====	=====	=====	=====	=====	=====	=====	=====

EXPENSES		#	Sheets			
PRINTING: SPECS/REPORTS	1	sets	20	8 1/2" x 11" @ \$0.05 /sheet + binding		\$6.00
PRINTING PLAN SETS	1	sets	10	11" x 17" @ \$0.10 /sheet + binding		\$6.00
			Miles			
TRAVEL	5	trips	30	@ \$ 0.30/ mile		\$105.00
			SUBTOTAL EXPENSES			\$117.00
			TOTAL PRELIMINARY PHASE A \$			8,267.00

Preliminary Design Phase B		16	0	0	52	22	20	0	94	\$	8,230.00
1	Obtain consensus on enhancement concepts	1			4	2	0	0	6	\$	570.00
2	mtg with Design Enhancement staff	0			2	2	0	0	4	\$	380.00
3	Identify artist for enhancements	0			4	0	0	0	4	\$	380.00
4	review previous work	0			2	2	0	0	4	\$	380.00
5	Further develop plan drawings	6			10	4	4	0	18	\$	1,570.00
6	Landscape architectural & art plan concepts	1			8	2	8	0	18	\$	1,430.00
7	Participate in public meetings	1			6	0	0	0	6	\$	570.00
8	coordination with Engineer & staff	1			6	2	0	0	8	\$	760.00
9	Phase B submittals	6			10	8	8	0	26	\$	2,190.00
		====	=====	=====	=====	=====	=====	=====	=====	=====	=====

EXPENSES	#	Sheets				
PRINTING: SPECS/REPORTS	1	sets	20	8 1/2" x 11"@ \$0.05 /sheet + binding		\$6.00
PRINTING PLAN SETS	1	sets	16	11" x 17" @ \$0.10 /sheet + binding		\$6.60
			Miles			
TRAVEL	5	trips	30	@ \$ 0.30/ mile		\$105.00
			SUBTOTAL EXPENSES			\$117.60
			TOTAL PRELIMINARY PHASE B			\$ 8,347.60

Final Design Phase		9	0	0	40	0	20	8	68	\$	5,280.00
1	Landscape Architectural Plans	4			20	0	8	0	28	\$	2,380.00
2	details and specifications	2			8	0	4	4	16	\$	1,140.00
3	Enhancement Plan layout sheets	2			8	0	4	0	12	\$	1,000.00
4	details and specifications	1			4	0	4	4	12	\$	760.00
		====	=====	=====	=====	=====	=====	=====	=====	=====	=====

EXPENSES		#	Sheets			
PRINTING: SPECS/REPORTS		1	sets	40	8 1/2" x 11"@ \$0.05 /sheet + binding	\$7.00
PRINTING PLAN SETS		2	sets	9	11" x 17" @ \$0.10 /sheet + binding	\$11.80
				Miles		
TRAVEL		3	trips	30	@ \$ 0.30/ mile	\$105.00
				SUBTOTAL EXPENSES		\$123.80
				TOTAL FINAL DESIGN PHASE		\$ 5,403.80

2

FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT BENDER WELLS CLARK DESIGN March 4, 2004				# of sheets				Landscape Architect	Planner	Intern	Clerical	Task Hours	TOTAL
Labor Rate \$/hour								95	95	60	35		
ITEM	TASK	#	HOURS										Extension

Bid Phase				9	0	0	8	0	0	0	8	\$	760.00
1	Prepare plans & specs for printing by Engineer	9					4	0	0	0	4	\$	380.00
2	respond to questions	0					2	0	0	0	2	\$	190.00
3	Attend pre-bid conference	0					2	0	0	0	2	\$	190.00
				=====	=====	=====	=====	=====	=====	=====	=====		

EXPENSES	#	Sheets				
PRINTING: SPECS/REPORTS	1	sets	40	8 1/2" x 11" @ \$0.05 /sheet + binding		\$7.00
PRINTING PLAN SETS	1	sets	9	11" x 17" @ \$0.10 /sheet + binding		\$5.90
			Miles			
TRAVEL	1	trips	30	@ \$ 0.30/ mile		\$105.00
SUBTOTAL EXPENSES						\$117.90
TOTAL BID PHASE						\$ 877.90

Construction Phase				9	0	0	20	4	6	4	34	\$	2,780.00
1	Review shop drawings	0					4	2	0	0	6	\$	570.00
2	submittals, respond to questions	0					4	2	0	0	6	\$	570.00
3	Observe construction (3 visits)	0					6	0	0	0	6	\$	570.00
4	Final walkthrough and punchlist	0					2	0	0	4	6	\$	330.00
5	Transfer contractor as-builts to plan sheets	9					4	0	6	0	10	\$	740.00
				=====	=====	=====	=====	=====	=====	=====	=====		

EXPENSES		#	Sheets			
PRINTING: SPECS/REPORTS	1	sets	10	8 1/2" x 11"@ \$0.05 /sheet + binding		\$5.50
PRINTING PLAN SETS	1	sets	9	11" x 17" @ \$0.10 /sheet + binding		\$5.90
			Miles			
TRAVEL	4	trips	30	@ \$ 0.30/ mile		\$105.00
SUBTOTAL EXPENSES						\$116.40
TOTAL CONSTRUCTION PHASE						\$ 2,896.40

Total Labor Items \$ 25,200.00
Total Expenses \$ 592.70

Marney Plaza Outfall Project Total							172	52	56	16	296	\$	25,792.70
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FEE ESTIMATE FOR MARNEY PLAZA OUTFALL PROJECT CEC SURVEY SERVICES March 4, 2004				Senior RPLS	S.I.T.	Survey Tech	Survey Crew-3	Survey Crew-4	GPS CREW	Task Hours	TOTAL
Labor Rate \$/hour				\$135	\$100	\$75	\$120	\$145	\$175		

ITEM	TASK	HOURS							Extension
Preliminary Design Phase A		12	4	16	8	86	10	136	\$ 18,400.00
1	Set Control and Bench Marks	\$540	\$0	\$300	\$960	\$0	\$1,750	\$3,550	
	Coordination	2							\$ 270.00
	Set Bench Marks				8				\$ 960.00
	Set Survey Control						10		\$ 1,750.00
	Data Processing			4					\$ 300.00
	Quality Control	2							\$ 270.00
2	Topographic Survey	\$540	\$400	\$150	\$0	\$9,570	\$0	\$10,660	
	Coordination	2							\$ 270.00
	Topographic survey					50			\$ 7,250.00
	Utility survey Coordination and Crew			2		16			\$ 2,470.00
	Data Processing		4						\$ 400.00
	Quality Control	2							\$ 270.00
3	Marney ROW Location	\$540	\$0	\$750	\$0	\$2,900	\$0	\$4,190	
	Coordination	1							\$ 135.00
	Survey Analysis /Research	2		6					\$ 720.00
	Data Processing			4					\$ 300.00
	Topography					20			\$ 2,900.00
	Quality Control	1							\$ 135.00

Preliminary Design Phase B		1	0	2	0	8	0	11	\$ 1,445.00
1	Additional Survey and Data Processing	1		2		8		11	\$ 1,445.00

Final Design Phase		1	0	4	0	16	0	21	\$ 2,755.00
1	Additional Survey and Data Processing	1		2		8		11	\$ 1,445.00
2	One Time C/L Staking and Set Final Control for Contractors Use			2		8		10	\$ 1,310.00

Bid Phase		0	0	0	0	0	0	0	\$ -
1									\$ -

Construction Phase		0	0	0	0	0	0	0	\$ -
1	Construction Staking Services (1000 ft street, boxes, channels)								\$ -
	Coordination								
	Survey Crew								
	Data Processing								
	Cut Sheet Preparation								
	Quality Control								

Total Labor Items \$ 22,600.00
Total Expenses \$ -

CEC Survey Services Total		14	4	22	8	110	10	168	\$ 22,600.00
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Survey	
Phase A	\$ 18,400.00
Phase B	\$ 1,445.00
Final Design	\$ 2,755.00
Bid Phase	\$ -
Construction Phase	\$ -
Project Total	\$ 22,600.00

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CEC SURVEY ADDITIONAL SERVICES		Senior RPLS	S.I.T.	Survey Tech	Survey Crew-3	Survey Crew-4	GPS CREW	Task Hours	TOTAL
		\$135	\$100	\$75	\$120	\$145	\$175		
Preliminary Design Phase B (Add'l Svcs)		1	2	3	0	4	0	10	\$ 1,140.00
1	Approx Cost for a "Per Parcel" Survey w Plat and field notes	\$135	\$200	\$225	\$0	\$580	\$0	\$1,140	
	Will vary with complexity of property, size, etc	1	2	3		4		10	\$ 1,140.00
		=====	=====	=====	=====	=====	=====	=====	=====
Construction Phase (Additional Services)		8	20	24	0	30	0	82	\$ 9,230.00
1	Construction Staking Services (1000 ft street, boxes, channels)	\$1,080	\$2,000	\$1,800	\$0	\$4,350	\$0	\$9,230	
	Coordination	4	12					16	\$ 1,740.00
	Survey Crew					30		30	\$ 4,350.00
	Data Processing			12				12	\$ 900.00
	Cut Sheet Preparation			12				12	\$ 900.00
	Quality Control	4	8					12	\$ 1,340.00
		=====	=====	=====	=====	=====	=====	=====	=====

MARNEY PLAZA: OTHER CONSULTANTS / ADDITIONAL SERVICES

Description of Work Effort		Consultant	Totals	
Phase A				
1	Core Existing Box Culverts	Geotechnical	6,855.00	Arias
2	Street Geotechnical	Geotechnical	4,000.00	Estim
3	Structural Geotechnical	Geotechnical	8,000.00	Estim
Geotechnical Subtotal			18,855.00	
4	Artist Selection, Initial Concepts	Artist	2,500.00	
Artist Subtotal			2,500.00	
Phase A Total			21,355.00	
Phase B				
1	Artist Concept Devop, Presentations	Artist	1,500.00	
Phase B Total			1,500.00	
Final Design				
1	Artist Final Design, Etc	Artist	1,000.00	
Final Design Total			1,000.00	
Bid Phase				
1	Bidding Services	Artist	0	
Final Design Total			0	
Construction Phase				
1	Contractor Coordination	Artist	0	
Construction Total			0	
PROJECT TOTAL			\$ 23,855.00	

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CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

MUNICIPAL • DEVELOPMENT
SURVEYING • TRANSPORTATION

March 16 2004

Mr. Sam Hutchins, P.E.
Project Manager
Municipal Plaza Building
114 W. Commerce, 5th Floor
San Antonio, TX 78205

Marney Plaza Outfall Project, Project No. 089-D-03-II
Our Understanding of Scope of Work

Dear Mr. Hutchins:

I am pleased on behalf of the CEC Team to provide the cost proposal for the Marney Plaza Outfall Project. The items herewith provided are a result of the collective efforts of each member firm and reflects the results of several meetings that have been conducted over the past two weeks.

We look forward to working with you and your staff on this important project and please do not hesitate to call me should you have any questions.

Sincerely,

CIVIL ENGINEERING CONSULTANTS

Terry L. Conn, P.E.
Public Works Division Project Manager

cc Ken Thomas, Principal, Municipal Division Manager, CEC
Tom Bailey, PE, MBI
David Covarrubias, PE, SEA
Beth Wells, Bender Wells Clark Design

Attachments: Project Scope and Understanding
City of San Antonio Discretionary Contracts Disclosure Document
Proposal Details

MARNEY PLAZA OUTFALL PROJECT PROJECT SCOPE AND UNDERSTANDING

The following represents our understanding of the scope for the Marney Plaza Outfall Project. This scope is intended to be complimentary of and provide additional clarity to the scope in the standard contract as is applicable to this project.-

General Description: This project involves the construction of drainage and related street and design enhancement improvements along Marney Plaza from Burcham Avenue to Canavan Avenue. Additional descriptions and phasing is provided below.

Preliminary Phase A

The objectives of Phase A will be to develop workable alternatives for the drainage, roadway, and enhancement improvements at Marney Plaza; to work with the City and community to decide on the project enhancements for further development during Phase B; to identify real estate needs prior to beginning of Preliminary Phase B; and to coordinate and communicate with utility companies on the implications of the proposed project. The results of the Phase A study will be summarized in a Phase A report and will be reviewed at a review meeting upon completion of this phase. The primary component of the Phase A report will be a recommendation for the configuration of the box culvert and roadway and the scope for the design enhancements component, along with recommendations for all real estate acquisitions required for the project.

Drainage Design: Developing workable drainage alternatives will involve gathering, analyzing, and making an inventory of existing drainage information for the area; performing hydrologic analysis; preparing drainage area maps, running hydrologic models; determination of starting water surface elevation; and creation of the existing conditions hydraulic model and related analysis.

Proposed conditions will then be modeled and scenarios developed for the proposed drainage plan. This will involve creation of several proposed models with varying sizes and numbers of proposed box culverts, including an evaluation of whether the existing MBCs can remain in place.

(Initial visual inspection during a field trip on Wednesday February 25, 2004 indicated no substantial problems with the existing MBCs other than concrete that popped due to rebar being too close to the surface.)

If the existing boxes can remain in place hydraulically, they will then be assessed structurally with the use of several cores, with the intent of verifying they can remain in place with current design loading conditions. This item is included as an additional service. If the boxes pass this test, and the option is chosen to leave them, they will require some repair work that will be further detailed in Phase B. Phase A services will

include location of the existing storm drain boxes and related exposed features under Marney Plaza.

The proposed drainage analysis will include location of the 100 year flood plain for existing and ultimate conditions, and unless it is above the apparent slab elevations of several homes in the area and widespread, the design of proposed box culverts will use the 25 year ultimate development flow rates to determine size. Standards will be those of the City and will be provided by City Drainage.

The proposed box culverts will be optimally sized so that their total conveyance is consistent with the conveyance of the existing drainage system, including the outfall channel and existing downstream box culverts. This will assure the new boxes are not too small so as to be a choke point for upstream future projects, and not too large so that they are too costly and underutilized.

Development of the starting water surface elevation for the hydraulic analysis will be done utilizing data previously provided for the City in a HEC-2 analysis performed by Jim Wehman, P.E. Where applicable this model will be updated to reflect current flows. The HEC-2 analysis was recently provided by City Drainage to Tom Bailey of MBI in hard copy and 5-1/4 inch floppy disk format. The model is dated May, 1990. Drainage maps were also provided and will be referenced for substantiating the downstream water surface elevations applicable to the Marney Project proposed box culvert hydraulic design.

Included in Phase A will also be a comparison of pre-cast and cast-in-place box culverts. The additional width required for the pre-cast option will be a prime consideration with limited available right of way. Efforts will also include development of typical sections and cross sections.

It is understood that there will not be an impact on FEMA mapping since this area is not currently shown on FEMA flood maps and is designated as Zone X. (reference Map # 48029C0607E, Dated February 16, 1996). It is assumed that if for some reason this situation were to change, FEMA map revisions would be accomplished by others.

Structural Design: The structural design will involve providing new box culverts that are designed in accordance with City and TXDOT standards, and are industry standard sizes. Details will be provided from available sources where possible or will be developed to fit the requirements of the project. Box culvert details will be unmodified TXDOT standards. Conceptual details will be included in the Phase A.

Roadway Design: It is understood that there may be some latitude for width of the proposed pavement, with a minimum of 30 feet. Designs must provide for maintaining 2-way traffic on Marney Plaza, installing sidewalks. During construction traffic guidance as obtained in a meeting on Thursday February 26, 2004 was to 1) maintain 2 way (1 lane each way) traffic on Southcross at all times, 2) it is understood and OK to close Marney Plaza, Canavan and Burcham during construction work, 3) work should not be done

concurrently on adjacent intersections, 4) pedestrian crossing at intersections is very important especially for school kids, and will likely require crossing guards and temporary sidewalks may be needed as well, and 5) it will be necessary to work with adjacent landowners for access and to maintain truck access as is necessary. Efforts will include development of typical sections and cross sections. Standards will be those of the City

Design Enhancements: It is understood that since this project involves design enhancements, coordination with the community and involved City staff will be required. Opportunities will be sought to provide the type of enhancement that is consistent with the combined needs of the project and the preferences of the community. The goal in Phase A will be to identify a single set of design enhancement concepts to be further developed during Phase B. Early in Phase A community input will be requested and coordinated by the City with the goal of 1) identifying the concepts desired by the community; 2) selection of an artist for concept development, 3) presenting the concept to the community, and 4) requesting community buy-in for the concept. As requested by City staff, an additional service item has been added to provide a method of payment for the artist designated by the City and community. Community buy-in is to occur prior to initiation of Phase B so that the impact of the concept on plan development can be anticipated and if necessary worked around utilities and other concerns. Designated design team members will participate in the community input and consensus building process.

Utilities: Utility companies will be contacted during Phase A after alternatives have been identified. Where applicable, the goal will be to obtain utility input and to assist in comparing and contrasting the design alternatives. Utility record drawings will be requested and correlated to surveys and available mapping information. Utilities requiring depth verification and potholing will be identified.

Survey: Topographic surveys will be obtained for the immediate project area from Burcham to Canavan and at intersections will extend at least 100 feet from the projected ROW line. Surveys will include all surface features and utilities. On the north end, surveys will extend 200 feet upstream of the headwall of the existing box culverts at Canavan. Surveys will include horizontal and vertical interior and exterior information of the existing box culverts and drainage appurtenances, and it will extend downstream of Burcham to and including the existing 6 box culverts under Gerald Avenue. Right of way survey and associated information will be limited to the identification of existing right of way limits. It is presumed that the City ROW will be providing right of way information on publicly owner properties owned in proximity to this project. Additionally, buildings and facilities adjacent to the COSA rights of way will be surveyed as will limited areas where right of way acquisition is anticipated for temporary or permanent construction easements. Survey services for acquisition of temporary and permanent rights of way and associated preparation of any real estate documents are included herein. These will be available as an additional service after parcels are identified at the end of Phase A.

Permits: No permits are anticipated.

Pavement Design: Pavement thickness will be determined during design, with a minimum 5" ATB and 2" Type D. Geotechnical data will be provided by a geotechnical consultant as an additional service, unless Consultant and City agree that adequate geotechnical data is already available. Geotechnical work will be initiated during Phase A.

Traffic Signals/Bike Lanes: Not involved in this project.

Environmental: The City will be performing all environmental related research work and investigations associated with the project. Should activity be required involving the Consultant, it will be as an additional service.

Tree Protection: It is anticipated there will be impact on several trees located within the parkway of this project. It is anticipated that in accordance with City requirements trees will be mitigated, possibly by negotiating with land owners to allow tree planting on their property. Design services will involve the identification of these trees and potential future locations consistent with the design enhancement of the project and with ordinance requirements. Coordination with or negotiating with land owners if required will be an additional service.

Public Meetings: It is anticipated that a workshop and/or public meetings will be required to obtain consensus in the community for the design enhancement to be further developed in Phase B. If there are differences in right of way requirements of each alternative, they will be identified and evaluated so this is considered by the stakeholders. Up to 3 public meetings will be required during the project per the standard contract with additional meetings available as an additional service.

Constructability: The City desires an emphasis on Constructability. Design plans will be reviewed with attention to Constructability. In addition, comments from contractors will be requested and documented during design to make sure of a constructible design.

Deliverables: Phase A deliverables will be provided as indicated in the standard contract.

Schematic Plans and Phase A Report: Plan sheets with typical cross sections will be developed sufficient to indicate alternative design concepts and identify real estate needed for anticipated ROW acquisition purposes. Plans will be provided in half scale format. The results of the drainage configuration, enhancement, roadway configuration and related evaluations will be summarized along with providing a proposed recommendation. The Phase A report will then be reviewed and comments received will provide the basis for proceeding into Phase B.

Specifications: Refer to standard contract requirements.

Costs: Costs for favored alternatives will be developed in Phase A. Costs will include drainage, roadway, and enhancement features and will to the extent available and applicable utilize City unit price criteria as is consistent with a Phase A Cost Opinion.

Preliminary Phase B

The objective of Phase B will be to further develop the concept presented and approved during Phase A, including layouts and details for the approved configuration of the box culverts and roadway. The design enhancement component will also be further clarified with the selected artist from concepts developed in large part by the community. The goal is to work through all issues and to develop sufficient detail on each so that work can proceed into Final Design, and to be able to give Utility companies the authorization to begin required utility adjustments at the end of Phase B. Incorporation of significant alignment, layout, or detail changes after selection of the preferred Phase A configuration is not anticipated or included. A Phase B review meeting will be held upon completion of this phase to report progress, obtain comments, and further define the direction prior to proceeding into Final Design.

Drainage Design: Activities will involve refining hydrologic and hydraulic models, addressing comments, refining reports where necessary, updating displays/graphics, storm sewer modeling, locating and sizing inlets, locating and sizing laterals, development of plan sheets, horizontal and vertical alignments and details, typical sections and cross sections, attendance at Phase B review meeting and required coordination among team members.

Consultant will recommend location of drainage ties to proposed drainage facilities so as to reduce future street cuts and utility adjustments.

Hydraulic design and associated plan sheets, cross sections, and details will also be provided for transitions between existing channels and the proposed box culverts. A low flow debris removal device located upstream of the proposed box culverts requested by City Drainage staff in the February 25 field meeting will **NOT** be included. .

Structural Design: Box culverts and related details will be further developed during Phase B. Where applicable, details will include connection to downstream culverts, retaining wall design where applicable, transitions and ties to existing structures and channels, subsurface drain system, rip-rap and channel slab details, bracing for utility poles, and location of limits of contractor-designed shoring (special shoring) for protection of facilities adjacent to excavations.

Roadway Design: Roadway design activity will involve development of roadway plan and profile sheets, development of horizontal and vertical alignments, tying into existing adjacent streets at curb returns, coordination with design enhancements for sidewalk locations, development of details, and compilation of standard details. Activities will involve refinement of plan sheets, details, alignments, typical sections and cross sections. Work will be initiated on phasing and detour sheets.

Design Enhancements: Activities will be further developed during Phase B to include final location of features, development of plans, and development of details, typical sections and cross sections. Should an outside source be required for art work or similar, details as are available will be included in Phase B deliverables.

Utilities: Activities during Phase B will continue. Efforts will concentrate on communicating to involved utilities the scope of the project and coordination of improvements. Discrepancies in record drawings, maps and surveys will be clarified. Utility potholing will be completed. If utility potholing is not performed by the utility and it is in the opinion of the Engineer and City a requirement, the use of a SUE will be considered and will be available as an additional service. Efforts will focus on identifying the scope of any utility adjustments sufficient that work could begin if required upon completion of Phase B.

ROW Plats: Development of ROW plats and field notes will be an additional service based on those selected prior to Phase A

Pavement Design: Pavement design thickness will be determined and indicated on typical sections and cross sections with data furnished by the Geotechnical consultant, as applicable.

SW3P: Consultant will prepare initial SW3P sheets and associated plans and details and calculations.

Public Meetings: Representatives of the consultant team will participate as requested in public meetings required for the project consistent with the project scope and need to obtain final consensus for design enhancements incorporated within the project.

Deliverables: Phase B deliverables will be provided as indicated in the standard contract.

Phase B Plans: Plan sheets development will include additional detail sheets, plan profile sheets, initial construction sequencing sheets, initial SW3P sheets and a listing of standard detail sheets. An unbound half-scale set of plans along with 16 full size plan sets will be provided for review purposes.

Specifications: Refer to standard contract requirements. Specifications not available from the City will be provided in the Master Format or TXDOT format.

Costs: Costs will be further developed and refined for the Phase B Cost Opinion.

Final Design

The objective of the Final Design Phase will be to complete development of all plans, details, specifications, costs, and reports sufficient to satisfy contract requirements. Incorporation of alignment, layout, or significant detail changes after Phase B is not anticipated nor included. A Final Design review meeting will be held upon completion of this phase to report progress, obtain final comments and further define the direction prior to proceeding in to the bidding phase.

Drainage Design: Activities will involve refinement of all plan and detail sheets, details, typical sections, and cross sections, as well as final detailing for inlets and laterals and connections for existing and future projects. Efforts will involve addressing comments, and providing final design report modifications and calculations (if applicable).

Structural Design: Efforts during final design will be to complete all details associated with depicting structural elements.

Roadway Design: Activities will involve refinement of plan sheets, details, alignments, typical sections and cross sections. Work will also conclude on phasing and detour related sheets.

Design Enhancements: Activities will be further developed during Phase B to include final location of features, development of plans, and development of details, typical sections and cross sections. If applicable, details of other art work or other enhancements by others will be indicated on the Final Design deliverables.

Utilities: Efforts will involve continued communication and coordination with involved utilities and where applicable depiction on plans, typical sections, details, and cross sections. The impact of utilities and associated issues will be detailed and included in related plan sheets and construction sequence sheets. If applicable, Consultant will coordinate with other utilities making adjustments.

Driveway Plats: Development of driveway plats will begin in earnest in the design phase with the determination of the cut required in private driveways. .

Pavement Design: Comments will be addressed and pavement design will be finalized

SW3P: Consultant will incorporate comments and complete preparation of SW3P sheets and associated plans and details and calculations, as applicable.

Public Meetings: The consultant will participate in final public meetings to present the final project to the community and answer any questions, if applicable.

Deliverables: Final Design deliverables will be provided as indicated in the standard contract.

Final Design Plans: As per contract, except consultant will provide 15 copies instead of 16 full size, with 1 set half size unbound, to facilitate a final review of the plans.

Specifications: Refer to standard contract requirements.

Costs: Costs will be further developed and refined for the Final Design Cost Opinion.

Bid Phase

Driveway plats will be prepared and delivered to the City for the Inspector's use and acquisition of permissions to cut and tie-in private property driveway penetrations.

Deliverables: Bid sets and specification deliverables will be provided as indicated in the standard contract after incorporation of final design comments.

Construction Phase

Services will be per the typical contract, except survey work will be deleted/re-defined to be by Contractor. Site visits will include visits by the structural and landscaping consultant regarding areas of design for which they have responsible charge. Engineering services are included through a period no longer than 18 months after start of construction.

Utility Company Impacts

SAWS: SAWS has two sanitary sewer siphons that cross this project, one at Canavan, and one at Southcross. SAWS desires to eliminate the siphons if possible, but a direction has not yet been set. Options that exist are 1) to replace the siphons in the approximately the same location, 2) extend the sanitary sewer lines through and across the box culverts (potentially impeding flow), OR 3) run the sewer lines parallel to the box culverts as has been consistent with the downstream box culverts and upstream channel construction. It is not clear according to discussions with Joe Carreno at SAWS on March 3, which option will be pursued or who will be providing the engineering services. A decision as to their preference will also depend on an analysis of downstream line capacities involved in SAWS master plan which SAWS is currently investigating.

CPS Gas: There are gas conflicts involved at Canavan and Southcross. Gas design will likely be done in house at CPS, but this has yet to be determined. A concern was expressed about cutting mains, and may depend on the time of year cuts are to be made.

CPS Electric: All electric facilities are overhead, and a significant number of poles will be impacted by the project. Effort will be required to support poles in available right of way or acquire right of way for poles. Consideration may be given to temporary right of way for bracing of poles during adjacent excavation for box culverts. Some questions remain as to overhead easements and who obtains them if required. The approximate number of poles involved is 15.

BexarMet: No meeting was held, but the understanding is there is a parallel water line in Marney located according to mapping at 8 feet off of the west right of way line. Questions regarding BexarMet needs and concerns have not been resolved as of March 3, 2004 but investigations are to be done, according to David Williams of BexarMet. The level of coordination and who will be doing design is to be determined.

SW Bell Telephone: SBC facilities are located on power poles, and will be subject to reimbursement. All facilities are overhead, and as of February 26 a letter was to be sent to the City to provide this detail in writing.

Time Warner Cable TV: All cable television facilities are on poles and will be adjusted after poles are relocated. Coordination will be done at a later date.

Other Utilities: No other utilities are known to exist in the project area.

Other Assumptions:

- A. Refer to task descriptions provided in cost proposal spreadsheets.
- B. Assumptions for Services to be Performed by SEA
 1. Adjacent new box culverts will be the same size.
 2. The only options to be explored are cast in place vs. precast and all new culverts vs. utilizing the existing culverts.
 3. The proposed box culvert and associated retaining walls will extend from Canavan to Burcham, a distance of approximately 1000 feet.
 4. The design of temporary bridges is not included.
 5. Box culvert layout and details will not change significantly after preliminary Phase A.
 6. Unmodified TxDOT State standards will be used for box culverts.
 7. TxDOT technical specifications may be used and will be incorporated as special provisions.
 8. Geotechnical information will be provided to SEA.
 9. Construction time is assumed to be 18 months.
 10. Excavation required for boxes will not undermine utility poles. Pole bracing details & limits of contractor's designed shoring will be shown, as applicable.
 11. Utilities and/or utility relocation will not affect box culvert design.
 12. Contractor constructability comments on plans to be obtained by others on design team.
 13. Channel lining will use standard details and will not be designed for any vehicle loads.
 14. Above standards are considered unmodified unless specifically stated otherwise.
 15. SEA is NOT required to:
 - a. attend Citizen's Meetings or bid opening
 - b. prepare construction cost estimates or construction time determinations

- c. Required to prepare sidewalk plans and details.
 - d..Review product data, samples & certificates of inspection & testing.
 - e. Review monthly estimates
 - f. Design, analyze or specify construction trenching
16. CEC will provide SEA with electronic file of basic plan and elevation of box culvert, which SEA will modify and make part of the box culvert layout sheets.

SECTION 3
GOOD FAITH EFFORT PLAN
(for contracts greater than \$200,000)

NAME OF COMPANY: Don Durden, Inc., dba Civil Engineering Consultants (CEC)

PROJECT NAME: Professional Engineering Services for Drainage Improvements

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

NAME OF SUBCONTRACTOR	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)
Maestas & Bailey, Inc. (MBI)	TBD	31% (Olympia)	99020569	Y
		31% (San Pedro/Huisache)		
		21% (Marney Plaza)		
Structural Engineering Associates (SEA)	TBD	10% (Marney Plaza)	99100228	Y
Bender Wells Clark Design (BWCD)	TBD	10% Marney Plaza	201011233	Y

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.

Marney Plaza –MBE, WBE & SBE have been met fully. AABE has not been met since no other segment of work can be matched with a suitable subconsultant.

Olympia & San Pedro/Huisache –MBE & SBE have been fully met. WBE & AABE have not been met since no other segment of work can be matched with suitable subconsultants.

As stated below, CEC has numerous women and minority employees who will be utilized in these projects.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.
CEC's Subconsultants Directory

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

None

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.
See Question 2

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

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
NONE			

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

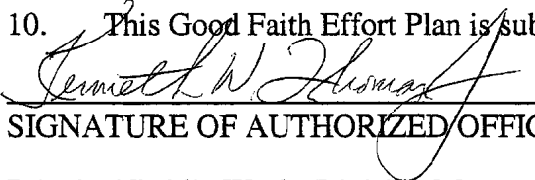
It is the policy of CEC to provide equal employment opportunities without regard to race, color, creed, sex, age, handicap, religion, national origin, or marital status. This policy applies to all areas of employment including subcontracting solicitations, recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws, and with the basic dictates of human dignity. CEC is proud of it diverse staff which includes both women and minorities in all staff categories:

- | | |
|--|--|
| 2 Minority Licensed Professional Engineers | 8 Minority Field Crew Members |
| 1 Minority Registered Professional Land Surveyor | 2 Women Field Crew Members |
| 2 Minority Engineers-In-Training | 4 Minority CADD Technicians |
| 1 Women Engineer-In-Training | 1 Minority Administrative Staff Member |
| 1 Minority Surveyor-In-Training | 4 Women Administrative Staff Members |

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

Ms. Cecilia Mendoza or Mr. Ken Thomas – 210-641-9999

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


SIGNATURE OF AUTHORIZED OFFICIAL

Principal/Public Works Division Manager
TITLE OF OFFICIAL

1/9/04 210-641-9999
DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

10. ARE YOU A SMALL BUSINESS ENTERPRISE? (SBE)

CEC - No
MBI - Yes
SEA - Yes
BWCD - Yes

11. DO YOU OR YOUR TEAM QUALIFY AS A MINORITY BUSINESS ENTERPRISE?

CEC - No
MBI - Yes
SEA - Yes
BWCD - No

IF YES, CERTIFICATION NO. - (MBI) 99020569 (SEA) 99100228

 BLACK

 AMERICAN INDIAN OR ALAKAN

 ASIAN OR PACIFIC ISLANDER

 X **HISPANIC**

 TWO OR MORE DIFFERENT MINORRIY GROUPS

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

CEC - No
MBI - No
BWCD - Yes
SEA - No

IF YES, CERTIFICATION NO. - (BWCD) 201011233

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

CEC - No
MBI - Yes
BWCD - Yes
SEA - Yes

IF YES, CERTIFICATION NO. - (MBI) 99-02-0569, (BWCD) 201011233, (SEA) 99100228

SECTION 4
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:

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 Haberer, R.P.L.S., 0.55% Ownership, Principal-Survey Division Manager
Matt Van Wicklen, 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

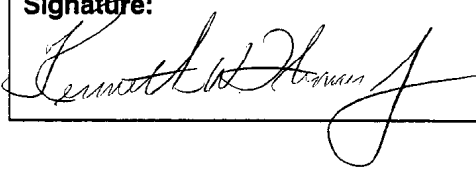
Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any 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 by an disclosed under (1), (2) or (3) above. Indirect contributions entity 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:
Toni Moorhouse	\$500	1/28/02
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

Whom Made To:	Amount:	Date of Contribution:
David Carpenter	\$100	10/21/02
Enrique Barrera	\$100	10/21/02
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 question¹ 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: Principal Company: Civil Engineering Consultants	Date: 1/9/04

¹ 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.