

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

**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 Zaroni ; Milo D. Nitschke;  
Rebecca Waldman; file

**SUBJECT:** Indefinite Delivery Professional Services Agreements for Engineering  
Services

**DATE:** September 2, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts the terms and conditions and authorizes the execution of three (3) Indefinite Delivery Professional Services Agreements for engineering consulting services with Bill Reiffert & Associates, Inc., Jaster-Quintanilla San Antonio, LLP, and Raba-Kistner Consultants, Inc., each in an amount not to exceed \$100,000, for a total ordinance amount of \$300,000, for as-needed services regarding potentially time sensitive situations in connection with City-owned facilities and improvements, potential property acquisitions and construction projects. Each of these agreements will be for a term of one year, with an option to extend all or any one of the agreements for two (2) additional one (1) year periods.

This ordinance also ratifies the emergency structural engineering services of two firms under these agreements and provides for payment in the amount of \$39,197.15 to Raba-Kistner Consultants, Inc. from a receivable account established for the reimbursement of the costs by Union Pacific Railroad, and provides for payment in an amount not to exceed \$1,500.00 to Jaster-Quintanilla San Antonio, LLP from Certificates of Obligation.

Staff recommends approval of this ordinance.

## **BACKGROUND INFORMATION**

The Public Works Department released a solicitation for stand-by, or indefinite delivery engineering professional services in order to enable immediate response to time-sensitive situations that may arise in connection with City-owned property and construction projects. Based on recommendations from the Citizen's Bond Oversight Commission (CBOC) and as part of the department's continuing efforts to improve efficiency, Public Works will utilize services under these agreements to expedite project delivery and completion. These professional services may be utilized as needed during the execution of City projects, as these agreements allow consultants to assemble team members of various disciplines to address the potential issues, and to commence services immediately upon the City's recognition of the requirement for services. The professional engineering services provided under these agreements may include, but are not limited to engineering, forensic examinations, materials testing, assessment of the mechanical, electrical, and plumbing systems necessary to complete the requested task(s), and may also include the structural assessment of facilities, documented recommendations for repairs or corrective measures, preparation of construction documents, periodic field observations and letters of certification for corrective measures implemented as required. These assessments may also be utilized preliminary to renovation or improvements to City facilities to enable the development of an accurate scope of work for the project.

Bill Reiffert & Associates, Inc., Jaster-Quintanilla San Antonio, LLP and Raba-Kistner Consultants, Inc. were selected by the Public Works Architectural and Engineering Selection Committee as the best-qualified of nine respondents to the City's solicitation. Each of the three firms selected is recognized as having individual talents and specialties that make them specifically suited for the different types of anticipated consulting services. The Evaluation/Rating Summary Sheet is included herein as Attachment 1.

This ordinance will approve the execution of three Indefinite Delivery Professional Services Agreements with these firms, each in an amount not to exceed \$100,000. The actual work activities will be allocated in the form of work orders, approved by the Director of Public Works, and delivered by the City on a rotating basis, with the exception of specialized engineering work activities in an instance where the proposed work requires certain qualifications held by a particular firm. Every effort will be made to distribute the individual work orders evenly, so that the amounts expended under these agreements remain equitable among the three firms. In those circumstances where it is necessary to take a firm out of the rotation for a specialized work order, the rotation will be reinstated as quickly as possible.

The term of each of these three Indefinite Delivery Professional Services Agreements shall be for a period of one (1) year from the date of the fully executed agreement, with the option to renew any or all of the agreements for two additional one-year periods, upon approval of the Director of Public Works. The appropriation of any funding exceeding this original authorized amount will require City Council approval.

This ordinance will also ratify emergency structural engineering services provided by Raba-Kistner Consultants, Inc., and provide for payment in the amount of \$39,197.15 under this stand-by agreement from a receivable account established for the reimbursement of the costs by Union Pacific Railroad for the assessment of damages, recommendations for remediation, and the preparation of construction documents for the necessary repairs to the South St. Mary's Street underpass retaining walls and architectural elements that were damaged by the Union Pacific train collision and derailment on May 3, 2004. The proposal of Raba-Kistner Consultants, Inc. is included herein as Attachment 5.

This ordinance will also provide for the ratification of structural engineering services provided by Jaster-Quintanilla San Antonio, LLP, and provide for payment under this stand-by agreement in an amount not to exceed \$1,500 from Certificates of Obligation, for an emergency assessment of the structural integrity of the Instituto de Mexico in HemisFair Park. A crack in the first floor ceiling was observed and appeared to be rapidly lengthening and widening. The consultant was called upon to evaluate the building and site conditions and to provide a letter of safe occupancy should there be no threat to the tenants or visitors. The assessment was performed and the building was determined to be safe for occupancy. Further assessments have been performed that include recommendations for corrective measures to halt the structural distress caused by the movement and/or settling of the building's foundation. The consultant's letters of assessment and recommendations are included herein as Attachment 6.

### **POLICY ANALYSIS**

Approval of this ordinance will be consistent with City Council policy to ensure public safety and will enable prompt response to issues that may arise in or around City-owned facilities and during the execution of City construction projects.

### **FISCAL IMPACT**

This is a one-time capital improvement expenditure and not included in the FY 04-09 Capital Improvement Program Budget. Funds for these services in an amount not to exceed \$100,000 for each of the three professional services agreements are authorized payable to Bill Reiffert & Associates, Inc., Jaster-Quintanilla San Antonio, LLP, and Raba-Kistner Consultants, Inc. respectively, and shall be allocated as required from project funds. The Director of Finance is authorized to make the necessary transfers when the specific work orders are identified and assigned. As part of the total, not to exceed, authorized agreement amount of \$100,000, funds in the amount of \$39,197.15 are available from a receivable account established for the reimbursement of the costs by Union Pacific Railroad for emergency services, and are authorized payable to Raba-Kistner Consultants, Inc. for emergency services. As a part of the total, not to exceed, authorized amount of \$100,000, funds in the amount not to exceed \$1,500.00 are available from Certificates of Obligation for HemisFair Park Arena Renovation and are authorized payable to Jaster-Quintanilla San Antonio, LLP for emergency services.

## COORDINATION

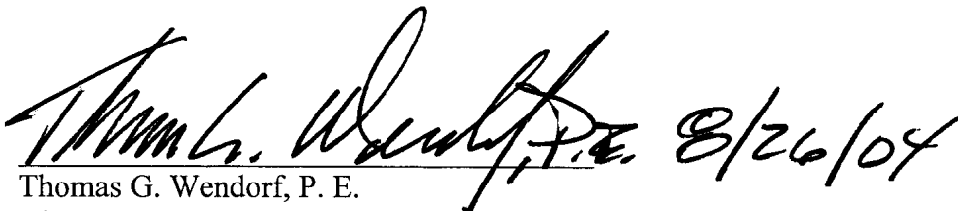
This request for ordinance has been coordinated with the City Attorney's Office, the Finance Department and the Office of Management and Budget.

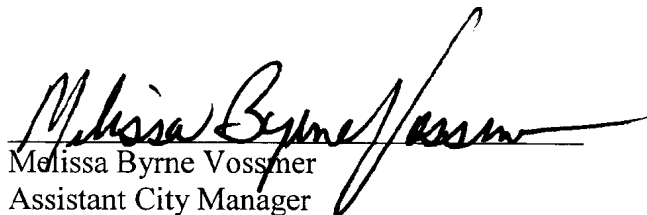
## SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Forms as required by the Ethics Ordinance are included herein as Attachment 7.


## ATTACHMENTS

1. Rating/Evaluation Summary Sheet
2. Professional Services Agreement, Bill Reiffert & Associates, Inc.
3. Professional Services Agreement, Jaster-Quintanilla San Antonio, LLP
4. Professional Services Agreement, Raba-Kistner Consultants, Inc.
5. Proposal of Raba-Kistner Consultants, Inc. for emergency services
6. Letters of Assessment, Jaster-Quintanilla San Antonio, LLP
7. Discretionary Contracts Disclosure Forms

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

  
Melissa Byrne Vossner  
Assistant City Manager

Approved:

  
Terry M. Brechtel  
City Manager

**Evaluation of Qualification Statements for**  
**Summary: On-Call Professional Engineering Consulting Services**  
**CITY OF SAN ANTONIO - ARCHITECT/ENGINEER REVIEW**

[illegible]

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
STAND-BY PROFESSIONAL ENGINEERING SERVICES**

**STATE OF TEXAS** }

**COUNTY OF BEXAR** }

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 **Bill Reiffert & Associates, Inc., by and through its President, William C. Reiffert** (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 professional services, as stated in the Scope of Services, are to be provided pursuant to this AGREEMENT.

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

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

### **II. PERIOD OF SERVICE**

2.1 **CONSULTANT** shall complete the work described in the Contract Documents, being Exhibits "A" and "B" incorporated herein. The City guarantees neither a particular volume of work nor a minimum number of units of work. This is a stand-by agreement and specific requirements as to types, numbers, conditions, procedures and locations pertaining to the work or services provided hereunder will be established by the municipal project manager of the requesting City Department on a case by case basis for each job, request or Work Task provided by the City.

2.2 The term of this AGREEMENT shall commence on the eleventh (11<sup>th</sup>) calendar day after it is approved by the San Antonio City Council or upon execution by both parties, whichever date is later, and shall remain in force for the period of one year. As the enabling Ordinance provides, the City shall retain an option to renew this contract for two (2) additional one (1) year periods. The Director of Public Works shall have the authority to exercise such options at his discretion. In the event such options are exercised and any material provision of the AGREEMENT is modified, such amendment must be approved by the City Council.

2.3 The City may authorize additional calendar days or make adjustments to the Project Schedule and related deliverables, within the existing scope of this AGREEMENT, upon mutual AGREEMENT in writing, between the Director of the Department of Public Works, or his designee and **CONSULTANT**, as to the reasonableness of said additional time or adjustment.

2.4 Both the City and the **CONSULTANT** agree that additional services may be required for this project based upon the duration of construction activities, extended working hours by the **CONSULTANT**, and additional services required by the Owner and that this Contract may be amended to increase the scope of work to include said additional services upon mutual AGREEMENT, and written notification of approval and understanding, from the City and the **CONSULTANT** as to the reasonableness of the scope of work, period of service, and fees for such additional services. Such increase in scope of work and associated payment shall be subject to the approval of the City Council as evidenced by the passage of a City ordinance.

### III. SCOPE OF SERVICES

3.1 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 the Scope of Services set forth herein and in the attached documents.

3.1.1 ATTACHMENT "A": (Scope of Services)

3.1.2 ATTACHMENT "B": (CONSULTANT's Fee Proposal/Price Schedule)

3.1.3 ATTACHMENT "C": (Compensation)

3.2 Where applicable, **CONSULTANT** shall be represented by a registered professional licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings and review meetings.

3.2.1 The **CONSULTANT** under this contract shall provide services that constitute the practice of engineering and additional services within the meaning of Title 6 of the Texas Occupations Code.

3.2.2 Where applicable, all completed documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional.

#### IV. COORDINATION WITH THE CITY

4.1 **CONSULTANT** shall hold periodic conferences with Director, so that the Project will have the full benefit of **CITY's** experience and knowledge of existing needs and be consistent with its current policies and standards. Conferences shall be scheduled as agreed to by Parties. **CITY** shall make available, for **CONSULTANT's** use, all existing data in its possession relative 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 In consideration of the professional services performed by **CONSULTANT**, as stated and contained herein, the City shall pay the **CONSULTANT** fees based on the Exhibits attached hereto and, in no event shall the total dollar amount of all invoices during the term of this AGREEMENT exceed one hundred thousand and no/100 dollars (\$100,000).

5.2 A negotiated fixed price, or lump-sum amount for each Work Task may be derived based on the scope of services, and will be based substantially on contractual pre-described and not to exceed pre-priced tasks and or hourly rates included in Exhibit "B".

5.3 Payment may also be made based solely on the units of work completed and approved by the Director, and the associated unit price for each Work Task as may be described in **CONSULTANT's** proposal/fee schedule (Exhibit "B").

5.4 Monthly payments for work performed in the various Work Tasks will be made to Consultant upon Consultant's furnishing itemized invoices reflecting past due amounts invoiced, current billing periods and amounts, and the balance of approved contract funds remaining, in a form acceptable to the Director and indicating the value of services performed to date.

5.5 Consultant must obtain the prior written approval of the City for any additional line items not described in the Contract Documents. Invoices for additional services which are not included in the Documents (not described in the Exhibits hereto), must be supported with letters from the Director approving said services as being appropriately within the scope of this AGREEMENT.



5.4 Payments to the consultant shall be in the amount shown by the monthly billings and other documentation submitted and shall be subject to the City's approval. All services shall be performed to the City's satisfaction, which satisfaction shall be judged by the Director in his or her sole discretion, and the City shall not be liable for any payment under this AGREEMENT for services which are unsatisfactory and which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data, and documents have been submitted, received, accepted and approved by the City.

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

6.1 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.

### **6.2 Termination Without Cause.**

6.2.1 This AGREEMENT may be terminated by either party upon written notice in accordance with Article VI. 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.

6.2.2 This AGREEMENT may be terminated by **CITY** prior to Director giving **CONSULTANT** written notice to proceed should the 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 VI, and shall be effective upon delivery by **CITY** in accordance with Article VI.

6.2.3 **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.

6.3 **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:

6.3.1 **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

6.3.2 **CONSULTANT** violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this AGREEMENT.

- 6.3.3 **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
- 6.3.4 **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
- 6.3.5 **CONSULTANT** fails to comply in any respect with the insurance requirements set forth in this AGREEMENT; or
- 6.3.6 **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.
- 6.4 **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.
- 6.5 **Effect of Termination.** 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 VI.
- 6.5.1 Regardless of how this AGREEMENT is terminated, and subject to 6.5.2, **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 documents, papers, records, charts, and reports prepared pursuant to this AGREEMENT and any other materials or information produced as a result of or pertaining to the services rendered by **CONSULTANT**, or provided to **CONSULTANT**. 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.
- 6.5.2 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.

6.5.3 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.

6.5.4 **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.

6.6 Right of **CITY** to Suspend Giving Rise to Right of **CONSULTANT** to Terminate.

6.6.1 **CITY** may suspend this AGREEMENT by issuing a signed, written notice of suspension (citing this paragraph) as provided in Article VI, 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.

6.6.2 **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 VI, 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**.

6.7 Procedures for **CONSULTANT** to follow upon Receipt of Notice of Suspension.

6.7.1 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.

6.7.2 **CONSULTANT** shall prepare a statement showing in detail the services performed under this AGREEMENT prior to the effective date of suspension.

6.7.3 All completed or partially completed 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.

6.7.4 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 6.74 shall prevent **CONSULTANT** from submitting invoices for partial payments for work performed prior to the termination date as provided by Article V, Compensation.

- 6.7.5 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.
- 6.7.6 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.
- 6.7.7 **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.

## **VII. INSURANCE REQUIREMENTS**

7.1 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 executed 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.

7.2 **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	Combined Single Limit for Bodily Injury and Property Damage 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.

7.3 **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 VII herein within 10 days of the requested change.

7.4 **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**.

7.5 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, Suite 1000
San Antonio, Texas 78283-3966	San Antonio, Texas 78205

7.6 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 VI, Section 6.7.

7.7 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.

7.8 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.

## **VIII. INDEMNIFICATION**

8.1 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.

8.2 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.

8.3 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.

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

9.1 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.

9.2 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.

9.3 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.

9.4 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 VI, 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.

9.5 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 VI, Termination.

## **X. INDEPENDENT CONTRACTOR**

10.1 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.



10.2 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**.

## **XI. 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.

## **XII. SBEDA REQUIREMENTS**

12.1 **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").

12.2 **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.

12.3 **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. 96754, 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.

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

12.5 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.

12.6 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.

12.7 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.

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

### **XIII. 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 – City Architect's Office  
Attn: Jesse Fernandez  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

Bill Reiffert & Associates, Inc.  
800 N. W. Loop 410, Suite 512N  
San Antonio, Texas 78216  
Attn: Bill Reiffert, P.E., President

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

14.1 **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.

14.2 **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.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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.

## **XVIII. APPLICABLE LAW**

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

## **XIX. 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.

## **XX. 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.

## **XXI. 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.

## **XXII. 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.

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

23.1 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.

23.2 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.

#### **XXIV. 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.

#### **XXV. 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.

#### **XXVI. INCORPORATION OF ATTACHMENTS**

26.1 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" (CONSULTANT's Fee Proposal/Price Schedule)

ATTACHMENT "C" (Compensation)

26.2 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.

#### **XXVII. ENTIRE AGREEMENT**

27.1 This AGREEMENT, together with its authorizing ordinance and Attachments, as listed in Article XXVI, 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.

27.2 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 26 DAY OF July, 2004.

**CITY OF SAN ANTONIO**

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

**CONSULTANT  
BILL REIFFERT & ASSOCIATES, INC.**

William C. Reiffert  
WILLIAM C. REIFFERT, P.E.,  
PRESIDENT

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

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

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

## ATTACHMENT "A"

### (SCOPE OF SERVICES)

#### Scope of Work

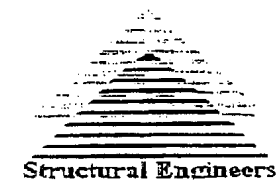
- 1.1 The scope of services provided in a Work Task may include professional services required to complete non-emergency minor improvements and repairs to City-owned facilities as determined necessary by the Director of Public Works, and/or investigative emergency services such as structural assessments, civil and forensic examinations, materials testing, roofing, mechanical, electrical and plumbing assessments, and the development of recommendations for repairs, the preparation of plans and specifications for, and the oversight of, any required construction, repair, rehabilitation or alteration of a facility or public works improvement as necessary.
- 1.2 The scope of work will be specifically identified in Work Tasks provided by the City and in the subsequent individually negotiated and City-accepted Consultant proposals. The negotiated amount for each specific scope of services may be derived as a fixed price, or lump-sum based substantially on contractual pre-described and not to exceed pre-priced tasks and or hourly rates included in Exhibit "B".
- 1.3 Payment may also be made based solely on the units of work completed and approved by the Director, and the associated unit price for each Work Task as may be described in **CONSULTANT** 's proposal/fee schedule (Exhibit "B").
- 1.4 The Consultant shall commence work on the project once it has been thoroughly briefed regarding the scope of the specific project and has been notified in writing to proceed with the Work.
- 1.5 The Consultant, in consideration for the compensation herein provided, shall render professional engineering consulting services necessary for the development of the Project to final completion.

**ATTACHMENT “B”**

**(CONSULTANT'S FEE PROPOSAL/PRICE SCHEDULE)**



**ATTACHMENT B**  
**Fee Proposal/Price Schedule for**  
**Bill Reiffert & Associates, Inc.**



***BILL REIFFERT & ASSOCIATES, INC.***

GPM Building  
800 N.W. Loop 410, Suite 512N  
San Antonio, TX 78216

(210) 366-9313  
FAX (210) 366-9318

July 7, 2004

Mr. Jesse Fernandez, Architect  
Public Works Department  
City Architects Office  
P. O. Box 839966  
San Antonio, TX 78283-5966

Re: Professional Engineering Services for On Call Engineering Consulting Services  
City of San Antonio

Dear Mr. Fernandez:

It is our understanding that Bill Reiffert and Associates, Inc. has been selected as one of three firms awarded the On-Call Engineering Consulting Services for the City of San Antonio. We look forward to working with the City on any projects that may arise during the duration of this contract. The team that we submitted in response to the Request for Qualifications (RFQ) for Professional Engineering Services for On-Call Engineering Consulting Services consists of the following:

Structural Engineering Services  
Geotechnical Services  
Roofing Consultants  
Civil Engineering Services  
MEP Engineering Services

Bill Reiffert & Associates, Inc.  
Arias & Associates, Inc.  
Austech Roof Consultants, Inc.  
Garcia & Wright Consulting Engineers, Inc.  
Joshua Engineering Group, Inc.

We are attaching our hourly billing rates, scope unit fees, and listing of reimbursables as well as for the support firms. All fee schedules are effective through August 1, 2005.

We look forward to a good working relationship with the Public Works Department and City of San Antonio.

Sincerely,

Bill Reiffert, P.E.

Attachment

**BILL REIFFERT & ASSOCIATES, INC.**  
**Structural Engineers**

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**Compensation Attachment**

**Bill Reiffert & Associates, Inc.**  
**Labor Hourly Billing Rates, Unit Costs and Reimbursables**

**Section 1:**

**Wage classifications for hourly billing**

Senior Engineer/Principal	\$125.00/hour
Senior Structural Engineer	\$ 85.00/hour
CADD Operator/Engr. Technician	\$ 50.00/hour
Jr. CADD Operator	\$ 30.00/hour
Word Processor/Typist.	\$ 27.00/hour

**Section 2:**

**Scope Unit Fee Schedules**

N/A

**Section 3:**

**Reimbursable Expenses**

Mileage Reimbursement Rate		\$0.36/mile
Drawing and Document Reproduction (in office)		\$0.50/ft <sup>2</sup>
Drawing and Document Reproduction (out of office)		
	24"x36"	\$2.10/each
	30"x42"	\$3.15/each
15% Cost Plus Administrative Fee		

**BILL REIFFERT & ASSOCIATES, INC.****Structural Engineers****Compensation Attachment**

Arias &amp; Associates, Inc.

Labor Hourly Billing Rates, Unit Costs and Reimbursables

**Section 1:****Wage classifications for hourly billing**

Principal Engineer	\$150.00/hour
Senior Project Engineer	\$100.00/hour
Engineer-In-Training	\$ 60.00/hour
Senior Engineering Geologist	\$ 60.00/hour
Senior Engineering Technician	\$ 40.00/hour
Secretarial Services	\$ 35.00/hour

**Section 2:****Scope Unit Fee Schedules**Field Testing

Soil Drilling and Sampling Up to 40 Feet - Per Foot	\$ 15.00/foot
Soil Drilling and Sampling Up to 60 Feet - Per Foot	\$ 16.00/foot
Shelby Tube Sample - Each	\$ 8.00/each
Interior Soil Boring Up to 10 Feet - Each	\$480.00/each
Rock Core Sampling - Per Foot Up to 40 Feet Deep	\$ 30.00/foot
Rock Core Sampling - Per Foot From 40 to 100 Feet Deep	\$ 34.00/foot
Rock Core Setup Charge	\$200.00
Installation of Observation Well	Per Request
Patch Holes - Each	\$100.00/each
Grout Boring Hold - Per Foot	\$ 7.50/foot
Standard Penetration Test - Each	\$ 10.00/each

Laboratory Testing

Atterberg Limits Determination	\$ 55.00
Bearing Ratio Test	\$400.00
Hydrometer Analysis	\$ 90.00
Grain Size Analysis Mechanical	\$ 55.00
Hand Penetrometer Test	\$ 6.00
Material Finer than No. 200 Sieve	\$ 35.00
Moisture Content Test & Visual Classification	\$ 14.00
Moisture Density Relationship	\$165.00
Percent Swell - Each	\$110.00
Unconfined Compressive Strength - Each	\$ 37.00
Unit Dry Density	\$ 19.00

**Section 3:****Reimbursable Expenses**Project Preparation and Travel Expenses

In Town Mobilization - Personnel & Equipment Per Day	\$250.00/day
Out-of-Town Mobilization - Personnel & Equipment Per Mile	\$ 3.50/mile
Boring Layout, Per Hour	\$ 50.00/hour
Per Diem Charge - Per Person Day	\$ 90.00/day
Site Clearing Cost + 15%	

**BILL REIFFERT & ASSOCIATES, INC.**  
**Structural Engineers**

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**Compensation Attachment**

**Austech Roofing Consultants, Inc.**  
**Labor Hourly Billing Rates, Unit Costs and Reimbursables**

**Section 1:**

**Wage classifications for hourly billing**

Principal Roof Consultant	\$125.00/hour
Senior Roof Consultant	\$ 90.00/hour
Roof Consultant	\$ 75.00/hour
Roof Observer	\$ 60.00/hour
Secretarial Services	\$ 35.00/hour

**Section 2:**

**Scope Unit Fee Schedules**

Infrared Roof Scans for Moisture Detection	\$0.04/ft <sup>2</sup> (\$1,500.00 minimum charge)
Capacitance Roof Scans for Moisture Detection	\$0.04/ft <sup>2</sup> (\$1,000.00 minimum charge)
Laboratory Testing of Roof Samples	\$550.00/each (\$1,000 minimum charge)
Roof Cores(performed by a professional roofing contractor)	\$250.00/core (\$750.00 minimum charge)

**Section 3:**

**Reimbursable Expenses**

Additional Copy of Report	\$ 50.00/each
Mileage Reimbursement Rate	\$ 0.25/mile (Portal to Portal)

**BILL REIFFERT & ASSOCIATES, INC.**  
**Structural Engineers**

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**Compensation Attachment**

**Garcia & Wright Consulting Engineers**  
**Labor Hourly Billing Rates, Unit Costs and Reimbursables**

**Section 1:**

**Wage classifications for hourly billing**

Principal/RPLS	\$150.00/hour
Project Manager	\$125.21/hour
Design Engineer	\$ 81.36/hour
Engineering Tech	\$ 87.42/hour
CADD Operator	\$ 45.83/hour
Survey Crew	\$150.17/hour
Secretary	\$ 52.88/hour

**Section 2:**

**Scope Unit Fee Schedules**

Preparation of Driveway Plats	\$ 90.00/each
Preparation of Plats or Field Notes for	
Property Acquisition or Easement Procurement	\$900.00/parcel

**Section 3:**

**Reimbursable Expenses**

Mileage Reimbursement Rate	\$0.40/mile
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Other additional service fees will be determined by the Service provided on an hourly basis.

**BILL REIFFERT & ASSOCIATES, INC.**  
**Structural Engineers**

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**Compensation Attachment**

**Joshua Engineering Group, Inc.**  
**Labor Hourly Billing Rates, Unit Costs and Reimbursables**

**Section 1:**

**Wage classifications for hourly billing**

Principal	\$120.00/hour
Project Manager	\$ 98.00/hour
Senior Engineer	\$ 98.00/hour
Project Engineer	\$ 80.00/hour
Senior Designer	\$ 68.00/hour
Designer/Technician	\$ 60.00/hour
Administrative Assistant	\$ 58.00/hour
Secretary	\$ 48.00/hour

**Section 2:**

**Scope Unit Fee Schedules**

N/A

**Section 3:**

**Reimbursable Expenses**

Mileage Reimbursement Rate                      \$0.36/mile

## **ATTACHMENT "C"**

### **(COMPENSATION)**

On or after the last day of each month, CONSULTANT shall provide City a written invoice for the work performed by CONSULTANT, requested by City during that month, and for which the services have been reviewed and approved by the City. The invoice amount shall be based on the unit prices agreed as shown on Attachment "B". In no event shall the total dollar amount of all invoices during the term of this contract exceed one hundred thousand and no/100 dollars (\$100,000).

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
STAND-BY PROFESSIONAL ENGINEERING SERVICES**

STATE OF TEXAS }

COUNTY OF BEXAR }

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 Jaster-Quintanilla San Antonio, L.L.P. by and through its General Partner, Augustine Tellez, (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 professional services, as stated in the Scope of Services, are to be provided pursuant to this AGREEMENT.

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

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

### II. PERIOD OF SERVICE

2.1 CONSULTANT shall complete the work described in the Contract Documents, being Exhibits "A" and "B" incorporated herein. The City guarantees neither a particular volume of work nor a minimum number of units of work. This is a stand-by agreement and specific requirements as to types, numbers, conditions, procedures and locations pertaining to the work or services provided hereunder will be established by the municipal project manager of the requesting City Department on a case by case basis for each job, request or Work Task provided by the City.



2.2 The term of this AGREEMENT shall commence on the eleventh (11<sup>th</sup>) calendar day after it is approved by the San Antonio City Council or upon execution by both parties, whichever date is later, and shall remain in force for the period of one year. As the enabling Ordinance provides, the City shall retain an option to renew this contract for two (2) additional one (1) year periods. The Director of Public Works shall have the authority to exercise such options at his discretion. In the event such options are exercised and any material provision of the AGREEMENT are modified, such amendment must be approved by the City Council.

2.3 The City may authorize additional calendar days or make adjustments to the Project Schedule and related deliverables, within the existing scope of this AGREEMENT, upon mutual AGREEMENT in writing, between the Director of the Department of Public Works, or his designee and CONSULTANT, as to the reasonableness of said additional time or adjustment.

2.4 Both the City and the CONSULTANT agree that additional services may be required for this project based upon the duration of construction activities, extended working hours by the CONSULTANT, and additional services required by the Owner and that this Contract may be amended to increase the scope of work to include said additional services upon mutual AGREEMENT, and written notification of approval and understanding, from the City and the CONSULTANT as to the reasonableness of the scope of work, period of service, and fees for such additional services. Such increase in scope of work and associated payment shall be subject to the approval of the City Council as evidenced by the passage of a City ordinance.

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

3.1 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 the Scope of Services set forth herein and in the attached documents.

3.1.1 ATTACHMENT "A": (Scope of Services)

3.1.2 ATTACHMENT "B": (CONSULTANT's Fee Proposal/Price Schedule)

3.1.3 ATTACHMENT "C": (Compensation)

3.2 Where applicable, CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings and review meetings.

3.2.1 The CONSULTANT under this contract shall provide services that constitute the practice of engineering and additional services within the meaning of Title 6 of the Texas Occupations Code.

3.2.2 Where applicable, all completed documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional.

#### IV. COORDINATION WITH THE CITY

4.1 **CONSULTANT** shall hold periodic conferences with Director, so that the Project will have the full benefit of **CITY's** experience and knowledge of existing needs and be consistent with its current policies and standards. Conferences shall be scheduled as agreed to by Parties. **CITY** shall make available, for **CONSULTANT's** use, all existing data in its possession relative 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 In consideration of the professional services performed by **CONSULTANT**, as stated and contained herein, the City shall pay the **CONSULTANT** fees based on the Exhibits attached hereto and, in no event shall the total dollar amount of all invoices during the term of this AGREEMENT exceed one hundred thousand and no/100 dollars (\$100,000).

5.2 A negotiated fixed price, or lump-sum amount for each Work Task may be derived based on the scope of services, and will be based substantially on contractual pre-described and not to exceed pre-priced tasks and or hourly rates included in Exhibit "B".

5.3 Payment may also be made based solely on the units of work completed and approved by the Director, and the associated unit price for each Work Task as may be described in **CONSULTANT's** proposal/fee schedule (Exhibit "B").

5.4 Monthly payments for work performed in the various Work Tasks will be made to Consultant upon Consultant's furnishing itemized invoices reflecting past due amounts invoiced, current billing periods and amounts, and the balance of approved contract funds remaining, in a form acceptable to the Director and indicating the value of services performed to date.

5.5 Consultant must obtain the prior written approval of the City for any additional line items not described in the Contract Documents. Invoices for additional services which are not included in the Documents (not described in the Exhibits hereto), must be supported with letters from the Director approving said services as being appropriately within the scope of this AGREEMENT.

5.4 Payments to the consultant shall be in the amount shown by the monthly billings and other documentation submitted and shall be subject to the City's approval. All services shall be performed to the City's satisfaction, which satisfaction shall be judged by the Director in his or her sole discretion, and the City shall not be liable for any payment under this AGREEMENT for services which are unsatisfactory and which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data, and documents have been submitted, received, accepted and approved by the City.

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

6.1 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.

### **6.2 Termination Without Cause.**

6.2.1 This AGREEMENT may be terminated by either party upon written notice in accordance with Article VI. 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.

6.2.2 This AGREEMENT may be terminated by CITY prior to Director giving CONSULTANT written notice to proceed should the 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 VI, and shall be effective upon delivery by CITY in accordance with Article VI.

6.2.3 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.

6.3 **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:

6.3.1 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

6.3.2 CONSULTANT violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this AGREEMENT.

- 6.3.3 **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
- 6.3.4 **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
- 6.3.5 **CONSULTANT** fails to comply in any respect with the insurance requirements set forth in this AGREEMENT; or
- 6.3.6 **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.
- 6.4 **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.
- 6.5 **Effect of Termination.** 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 VI.
- 6.5.1 Regardless of how this AGREEMENT is terminated, and subject to 6.5.2, **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 documents, papers, records, charts, and reports prepared pursuant to this AGREEMENT and any other materials or information produced as a result of or pertaining to the services rendered by **CONSULTANT**, or provided to **CONSULTANT**. 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.
- 6.5.2 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.

6.5.3 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.

6.5.4 **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.

6.6 Right of **CITY** to Suspend Giving Rise to Right of **CONSULTANT** to Terminate.

6.6.1 **CITY** may suspend this AGREEMENT by issuing a signed, written notice of suspension (citing this paragraph) as provided in Article VI, 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.

6.6.2 **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 VI, 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**.

6.7 Procedures for **CONSULTANT** to follow upon Receipt of Notice of Suspension.

6.7.1 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.

6.7.2 **CONSULTANT** shall prepare a statement showing in detail the services performed under this AGREEMENT prior to the effective date of suspension.

6.7.3 All completed or partially completed 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.

6.7.4 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 6.74 shall prevent CONSULTANT from submitting invoices for partial payments for work performed prior to the termination date as provided by Article V, Compensation.

- 6.7.5 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.
- 6.7.6 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.
- 6.7.7 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.

## **VII. INSURANCE REQUIREMENTS**

7.1 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 executed 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.

7.2 **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	Combined Single Limit for Bodily Injury and Property Damage 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.

7.3 **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 VII herein within 10 days of the requested change.

7.4 **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**.

7.5 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, Suite 1000
San Antonio, Texas 78283-3966	San Antonio, Texas 78205

7.6 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 VI, Section 6.7.



7.7 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**.

7.8 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**.

## **VIII. INDEMNIFICATION**

8.1 **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.**

8.2 **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**.

8.3 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.

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

9.1 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.

9.2 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.

9.3 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.

9.4 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 VI, 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.

9.5 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 VI, Termination.

## **X. INDEPENDENT CONTRACTOR**

10.1 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.

10.2 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.

## **XI. 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.

## **XII. SBEDA REQUIREMENTS**

12.1 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").

12.2 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.

12.3 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. 96754, 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.

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

12.5 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.

12.6 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.

12.7 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.

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

### **XIII. 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 – City Architect's Office  
Attn: Jesse Fernandez  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

Jaster-Quintanilla San Antonio, L.L.P.  
125 West Sunset Road, Suite 100  
San Antonio, Texas 78209  
Attn: Augustine Tellez

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

14.1 **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.

14.2 **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.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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.

### **XVIII. APPLICABLE LAW**

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

### **XIX. 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.

### **XX. 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.

### **XXI. 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.

### **XXII. 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.

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

23.1 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.

23.2 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.

#### **XXIV. 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.

#### **XXV. 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.

#### **XXVI. INCORPORATION OF ATTACHMENTS**

26.1 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" (CONSULTANT's Fee Proposal/Price Schedule)

ATTACHMENT "C" (Compensation)

26.2 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.

#### **XXVII. ENTIRE AGREEMENT**

27.1 This AGREEMENT, together with its authorizing ordinance and Attachments, as listed in Article XXVI, 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.

27.2 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  
JASTER-QUINTANILLA SAN  
ANTONIO, L.L.P.

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

  
\_\_\_\_\_  
AUGUSTINE TELLEZ, GENERAL  
PARTNER

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
DATE



**ATTACHMENT "A"**  
**(SCOPE OF SERVICES)**

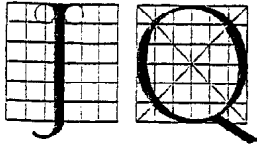
**Scope of Work**

- 1.1 The scope of services provided in a Work Task may include professional services required to complete non-emergency minor improvements and repairs to City-owned facilities as determined necessary by the Director of Public Works, and/or investigative emergency services such as structural assessments, civil and forensic examinations, materials testing, roofing, mechanical, electrical and plumbing assessments, and the development of recommendations for repairs, the preparation of plans and specifications for, and the oversight of, any required construction, repair, rehabilitation or alteration of a facility or public works improvement as necessary.
- 1.2 The scope of work will be specifically identified in Work Tasks provided by the City and in the subsequent individually negotiated and City-accepted Consultant proposals. The negotiated amount for each specific scope of services may be derived as a fixed price, or lump-sum based substantially on contractual pre-described and not to exceed pre-priced tasks and or hourly rates included in Exhibit "B".
- 1.3 Payment may also be made based solely on the units of work completed and approved by the Director, and the associated unit price for each Work Task as may be described in CONSULTANT 's proposal/fee schedule (Exhibit "B").
- 1.4 The Consultant shall commence work on the project once it has been thoroughly briefed regarding the scope of the specific project and has been notified in writing to proceed with the Work.
- 1.5 The Consultant, in consideration for the compensation herein provided, shall render professional engineering consulting services necessary for the development of the Project to final completion.

**ATTACHMENT "B"**

**(CONSULTANT'S FEE PROPOSAL/PRICE SCHEDULE)**

**ATTACHMENT B**  
**Fee Proposal/Price Schedule for**  
**Jaster Quintanilla San Antonio, LLP**



**JASTER-QUINTANILLA SAN ANTONIO, LLP**  
**CONSULTING ENGINEERS**  
125 WEST SUNSET □ SUITE 100 □ SAN ANTONIO, TX 78209  
V 210 349-9098 □ www.jaster-quintanilla.com □ F 210 349-0146

July 9, 2004

Mr. Jesse Fernandez, Architect  
Public Works Department  
City Architects Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**Re: Professional Engineering Services for On Call Engineering Consulting Services**  
**City of San Antonio**

Dear Mr. Fernandez:

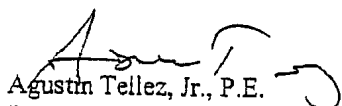
It is my understanding that Jaster-Quintanilla San Antonio, LLP has been selected as one of three firms awarded the On Call Engineering Services for the City of San Antonio. We look forward to working with the City on any projects that may arise during the duration of this contract. The team that we submitted in response to the Request for Qualifications (RFQ) for Professional Engineering Services for On-Call Engineering Consulting Services consists of the following:

<b>Prime Structural Engineering Firm:</b>	<b>Jaster-Quintanilla San Antonio, LLP</b>
<b>Roof Evaluation Services:</b>	<b>Qs Tech</b>
<b>Civil Engineering Support:</b>	<b>Bain Medina Bain</b>
<b>Mechanical/Electrical/Plumbing:</b>	<b>Joshua Engineering Group</b>
<b>Materials Testing:</b>	<b>Arias &amp; Associates, Inc.</b>
<b>Forensic Examination and Testing:</b>	<b>Drash Consulting Engineers</b>

We are attaching our hourly billing rates, scope unit fees, and listing of reimbursables as well as for the support firms.

We appreciate the opportunity to be of service and look forward to working with you on this indefinite delivery contract.

Respectfully Submitted,

  
Agustin Tellez, Jr., P.E.  
Jaster-Quintanilla San Antonio, LLP

Attachments

**Jaster-Quintanilla San Antonio, LLP****Labor Hourly Billing Rates, Unit Costs and Reimbursables through August 1, 2005.****Section 1:****Wage classifications for hourly billing**

Principal/Managing Partner	\$125.00/hour
Project Manager	115.00/hour
Senior Project Engineer	\$95.00/hour
Project Engineer	\$85.00/hour
Technician/CAD Operator	\$65.00/hour
Administrative	\$45.00/hour

**Section 2:****Scope Unit Fee Schedules**

N/A

**Section 3:****Reimbursable Expenses**

Paper Plots	\$2.50 Per Sheet
Single Side Copies	\$0.10 Per Sheet
Double Side Copies	\$0.15 Per Sheet
Binding	\$2.50 Per Book
Mileage	\$0.35 Per Mile

**Note:** Subconsultant fees will be as shown on the following fee schedules plus a 15% administrative fee.

**Qs Tech****Labor Hourly Billing Rates, Unit Costs and Reimbursables through August 1, 2005.****Section 1:****Wage classifications for hourly billing**

Principal in Charge	\$125.00/hour
Project Manager	115.00/hour
Technician/Auto CAD Tech	\$65.00/hour
Clerical	\$45.00/hour

**Section 2:****Scope Unit Fee Schedules**

N/A

**Section 3:****Reimbursable Expenses**

Paper Plots	\$2.50 Per Sheet
Single Side Copies	\$0.10 Per Sheet
Double Side Copies	\$0.15 Per Sheet

**Bain Medina Bain, Inc. - Fee Schedule****Labor Hourly Billing Rates, Unit Costs and Reimbursables through August 1, 2005.****Section 1:****Wage classifications for hourly billing**

Principal Engineer	\$125.00/hour
Project Manager	\$110.00/hour
Design Engineer	\$90.00/hour
Engineer in Training	\$75.00/hour
Registered Professional Surveyor	\$120.00/hour
Technician	
Design	\$75.00/hour
Cadd	\$75.00/hour
Survey	\$75.00/hour
Senior Draftsman	\$65.00/hour
Junior Draftsman	\$45.00/hour
Abstractor	\$59.00/hour
Inspector with Vehicle	\$60.00/hour
Survey Crew	
Four Person	\$145.00/hour
Three Person	\$125.00/hour
Two Person	\$100.00/hour
GPS Operator	\$60.00/hour
Administrative Assistant	\$50.00/hour
Clerical	\$50.00/hour
Non-Labor Expenses	Cost + 15%

**Section 2:****Scope Unit Fee Schedules****Rates For In-House Services****Computer and Cadd**

PC Cadd	\$10.00 Per Connect Hour
PC Stations	\$8.00 Per Connect Hour
Plotter	\$3.00 Per Plot

**Section 3:****Reimbursable Expenses**

Paper Plots	\$2.00 Per Sheet
Blue line	\$5.00 Per Sheet
Single Side Copies	\$0.12 Per Sheet
Double Side Copies	\$0.18 Per Sheet
GBC Type Binding	\$2.50 Per Book

**Joshua Engineering Group, Inc. – Rate Schedule**  
**Labor Hourly Billing Rates, Unit Costs and Reimbursables through August 1, 2005.**

**Section 1:**

**Wage classifications for hourly billing**

Principal	\$120.00/hour
Project Manager	\$98.00/hour
Senior Engineer	\$98.00/hour
Project Engineer	\$80.00/hour
Senior Designer	\$68.00/hour
Designer/Technician	\$60.00/hour
Administrative Assistant	\$58.00/hour
Secretary	\$48.00/hour

**Section 2:**

**Scope Unit Fee Schedules**

N/A

**Section 3:**

**Reimbursable Expenses**

N/A

**Arias & Associates – Unit Fee Schedule Construction Materials Services**  
**Labor Hourly Billing Rates, Unit Costs and Reimbursables through August 1, 2005.**

**Section 1:**

**Wage classifications for hourly billing**

Principal Engineer	\$135.00/hr
Senior Geotechnical Engineer	\$90.00/hr
Senior Geologist	\$65.00/hr
Project Manager	\$55.00/hr
Administrative Processing	\$35.00/hr
Report Preparation and Review	\$35.00/hr

**Section 2:**

**Scope Unit Fee Schedules**

<u>Field Services</u>	<u>Unit Price</u>
1.1 Concrete Placement Observation	\$33.50/hr
1.2 Soil Technician	\$33.50/hr
1.2.1 Soil Density Test	\$16.00/ea
1.2 Reinforcing Steel Observation	\$37.00/hr
1.3 Drilled Pier Observation	\$37.00/hr
1.4 Asphaltic Concrete Observation	\$37.00/hr
1.5 Structural Steel Observation (CWI)	\$65.00/hr
1.6 Vehicle Travel Charges (in-town)	\$15.00/per trip
1.7 Vehicle Travel Charges (out-of-town)	\$0.50/mile
1.8 Sample Pick-Up	\$33.50/hr

<u>Laboratory Soil Testing</u>	
2.1 Moisture Content Test and Visual Classification	\$14.00/ea
2.2 Atterberg Limits	\$58.00/ea
2.3 Sieve Analysis (wet sieve)	\$60.00/ea
2.4 Percent Passing No. 200 Sieve	\$30.00/ea
2.5 Moisture Density Relationship	\$175.00/ea
2.6 Percent Free Swell Test	\$110.00/ea

<u>Laboratory Testing-Concrete and Aggregate</u>	
3.1 Aggregate Sieve Analysis	\$60.00/ea
3.2 Specific Gravity of Aggregate	\$32.00/ea
3.3 Absorption of Aggregate	\$27.00/ea
3.4 Unit Weight of Aggregate	\$36.00/ea
3.5 Concrete Compressive Test (6" x 12" Cylinders)	\$15.00/ea
3.6 Contractor Made Concrete	
Compressive Test (6" x 12" Cylinders, minimum of 3)	\$22.00/ea
3.7 Beam Flexural Strength	\$29.00/ea

<u>Laboratory Testing-Asphalt</u>	
4.1 Mix Design (Hveem or Marshall Method)	On Request
4.2 Molding Test Specimens/Lab Densities (3 per set)	\$130.00/set
4.3 Determine Hveem or Marshall Stability (3 per set)	\$68.00/set
4.4 Determine Maximum Theoretical Density	\$68.00/ea
4.5 Extraction (percent of bitumen and aggregate gradation)	\$129.00/ea
4.6 Laboratory Density of Field Cut Specimen	\$27.00/ea

**Rates for other services quoted on request**

Notes: Minimum call-out charge for technician and equipment is 3 hours. Minimum call-out charge for sample pickup is 1.5 hours. Out-of-town vehicle charges applicable outside of Bexar County. Charges are accrued portal to portal from laboratory. Overtime rates of 1.4 times hourly rated noted are applicable to time worked in excess of 8 hours per day, Monday through Friday, hours worked before 6 a.m. or after 6:00 p.m., and all hours worked on Saturdays, Sundays, and holidays.

**Section 3:**

**Reimbursable Expenses**

N/A



**Drash Consulting Engineers, Inc. Schedule of Fees for Forensic Engineering Services  
Labor Hourly Billing Rates, Unit Costs and Reimbursables through August 1, 2005.**

**Section 1:**

**Wage classifications for hourly billing**

<b>Personnel:</b>	<b>Hourly Rate:</b>
CADD Technician/Draftsperson .....	\$40.00
Senior CADD Technician/Draftsperson.....	\$50.00
Project Secretary.....	\$40.00
Administrative Secretary .....	\$50.00
Engineering Technician .....	\$35.00
Senior Engineering Technician .....	\$50.00
Laboratory/Field Supervisor.....	\$65.00
Staff Engineer/Geologist (Graduate, E.I.T.).....	\$75.00
Project Engineer/Geologist.....	\$85.00
Project Manager, Senior Engineer.....	\$95.00
Engineering Manager .....	\$110.00
Consultant, Project Principal.....	\$130.00
Expert Testimony .....	\$185.00

Overtime rates of 1.3 times the standard hourly rate will be applicable for all hours worked before 6:00 am, after 6:00 pm, or over nine hours per day, Monday through Friday, and for all hours worked on Saturdays, Sundays, and holidays. There will be a three hour minimum charge for all field services.

Out-of-town subsistence and travel expenses incurred by an employee in connection with the project will be invoiced at cost plus 15 percent or at a Per Diem rate of \$100.00 per day per individual. Use of company vehicles will be charged on the basis of \$0.40 per mile.

**General Information**

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses.

Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.

Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

Invoices will be submitted monthly for work in progress and are due and payable 30 days from invoice date. Interest will be charged at the rate of 1.5 percent per month for late payments. Information and corresponding fees for special services and testing not presented herein will be furnished upon request.

**Section 2:**

**Scope Unit Fee Schedules**

### Geotechnical Field Services

#### Drilling and Sampling Operations - Truck Mounted Drill Rig

Soil Borings, (sampling with 3-inch thin-wall tube sampler or 2-inch split barrel sampler; sampling continuously from surface to 10 feet; 5-foot intervals thereafter to 50 feet; 10-foot intervals thereafter below the 51 foot depth):

0 to 50 feet, per linear foot .....\$12.00

51 to 100 feet, per linear foot .....\$14.00

Casing Installation/Removal (up to 10 feet), per linear foot .....\$8.00

Rock Coring (2 or 3-inch NX core barrel sampler):

Soft formation, per linear foot .....\$22.00

Hard formation, per linear foot\* .....\$28.00

Core Bit Wear:

Soft formation, per linear foot .....\$0.50

Hard formation, per linear foot\* .....\$1.00

Hourly Drilling Rate:

3-man crew, per hour .....\$150.00

2-man crew, per hour .....\$125.00

Rig Standby:

3-man crew, per hour .....\$150.00

2-man crew, per hour .....\$125.00

Grouting of Test Borings (maximum 6 inch nominal diameter hole):

3-man crew, per hour .....\$150.00

2-man crew, per hour .....\$125.00

Materials, cost plus ..... 15%

Standpipe/Observation Well Installation:

3-man crew, per hour .....\$150.00

2-man crew, per hour .....\$125.00

Materials, cost plus ..... 15%

Special sampling techniques (piston samples, etc.) ..... On request

Damaged or Lost Samplers, cost plus ..... 15%

\* For very hard rock formations such as granite, or unusual conditions such as karstic limestone, prices will be quoted upon request.

#### Mobilization, Travel Expenses and Site Access

Mobilization, Truck Mounted Drill Rig:

Local minimum charge .....\$200.00

Out-of-town, per mile .....\$2.50

Use of Additional Vehicle During Drilling:

Local minimum charge .....\$35.00

Out-of-town, per mile .....\$0.40

Per Diem, per man, per day .....\$70.00

Drayage, Permits For Equipment, cost plus ..... 15%

Rental of Special Equipment for Site Access, etc., cost plus ..... 15%

#### Notes:

Right of entry to exploration sites must be provided by the client unless other arrangements are made in advance. Site restoration, as required by the client and due to no fault of Drash Consulting Engineers, Inc. will be billed at cost plus 15 percent.

### Geotechnical Laboratory Testing Services

#### Strength and Volume Change Tests

Unconfined Compression Tests:

Soil, each .....\$30.00

Rock, each .....\$50.00

Vane Shear Test, each .....\$15.00

Pocket Penetrometer, each .....\$4.00

**Triaxial Tests:**

Unconsolidated-Undrained, per stage .....\$40.00

**Direct Shear Tests:**

Consolidated Undrained, each.....\$250.00

Consolidated Drained, each.....\$400.00

**One-Dimensional Swell Tests:**

Free Swell (no load), each.....\$65.00

Swell (with overburden load), each.....\$100.00

Swell Pressure (multiple loading), per test.....\$200.00

**Classification Tests****Liquid and Plastic Limits:**

Single point test, each.....\$35.00

Three-point test, each .....\$45.00

**Particle Size Analysis:**

Sieve Analysis through No. 200 Sieve, each.....\$75.00

Percent Finer than No. 200 Sieve (Washed), each .....\$30.00

Hydrometer (Includes No. 200 Sieve), each .....\$120.00

**Other Tests and Miscellaneous Items**

Water Content, each .....\$5.00

**Density of Undisturbed Samples:**

Soil, each .....\$10.00

Rock, each .....\$20.00

**Permeability:**

Flexible Wall Test-Triaxial Cell, each .....\$325.00

Falling Head, each.....\$85.00

**Moisture-Density Relationship, Standard or Modified:**

Soil (4 inch and 6 inch Mold), each .....\$125.00

Soil with Gravel, Base Materials (6 inch Mold), each .....\$140.00

Soil, Base Material with Chemical Admixtures (6 inch Mold), each.....\$160.00

Lime modification optimum (using pH), each .....\$85.00

Soil-lime mixture design (using plasticity index), each .....\$250.00

**Laboratory California Bearing Ratio (CBR) Tests, (excludes**

moisture-density relationship), each.....\$120.00

Shipment of Samples to Laboratory, cost plus ..... 15%

**Notes:** Tests not listed can be performed at either a quoted price or on an hourly basis. Rush test assignments requiring unscheduled overtime in the laboratory are subject to a 50 percent surcharge. Technician time for sample preparation will be \$30.00 per hour in addition to test charges. Special data presentation such as plotting stress-strain curves will be charged at the hourly rate of \$50.00 in addition to the test charges. Photograph of sample is \$8.00 for first copy, and \$4.00 for every additional photograph.

**Section 3:****Reimbursable Expenses**

Mileage

\$0.40 Per Mile

**ATTACHMENT "C"**

**(COMPENSATION)**

On or after the last day of each month, CONSULTANT shall provide City a written invoice for the work performed by CONSULTANT, requested by City during that month, and for which the services have been reviewed and approved by the City. The invoice amount shall be based on the unit prices agreed as shown on Attachment "B". In no event shall the total dollar amount of all invoices during the term of this contract exceed one hundred thousand and no/100 dollars (\$100,000).

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
STAND-BY PROFESSIONAL ENGINEERING SERVICES**

**STATE OF TEXAS** }

**COUNTY OF BEXAR** }

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 **Raba-Kistner Consultants, Inc. by and through its Vice Chairman, Richard W. Kistner, P.E.**, (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 professional services, as stated in the Scope of Services, are to be provided pursuant to this AGREEMENT.

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

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

### **II. PERIOD OF SERVICE**

2.1 **CONSULTANT** shall complete the work described in the Contract Documents, being Exhibits "A" and "B" incorporated herein. The City guarantees neither a particular volume of work nor a minimum number of units of work. This is a stand-by agreement and specific requirements as to types, numbers, conditions, procedures and locations pertaining to the work or services provided hereunder will be established by the municipal project manager of the requesting City Department on a case by case basis for each job, request or Work Task provided by the City.

2.2 The term of this AGREEMENT shall commence on the eleventh (11<sup>th</sup>) calendar day after it is approved by the San Antonio City Council or upon execution by both parties, whichever date is later, and shall remain in force for the period of one year. As the enabling Ordinance provides, the City shall retain an option to renew this contract for two (2) additional one (1) year periods. The Director of Public Works shall have the authority to exercise such options at his discretion. In the event such options are exercised and any material provision of the AGREEMENT is modified, such amendment must be approved by the City Council.

2.3 The City may authorize additional calendar days or make adjustments to the Project Schedule and related deliverables, within the existing scope of this AGREEMENT, upon mutual AGREEMENT in writing, between the Director of the Department of Public Works, or his designee and CONSULTANT, as to the reasonableness of said additional time or adjustment.

2.4 Both the City and the CONSULTANT agree that additional services may be required for this project based upon the duration of construction activities, extended working hours by the CONSULTANT, and additional services required by the Owner and that this Contract may be amended to increase the scope of work to include said additional services upon mutual AGREEMENT, and written notification of approval and understanding, from the City and the CONSULTANT as to the reasonableness of the scope of work, period of service, and fees for such additional services. Such increase in scope of work and associated payment shall be subject to the approval of the City Council as evidenced by the passage of a City ordinance.

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

3.1 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 the Scope of Services set forth herein and in the attached documents.

3.1.1 ATTACHMENT "A": (Scope of Services)

3.1.2 ATTACHMENT "B": (CONSULTANT's Fee Proposal/Price Schedule)

3.1.3 ATTACHMENT "C": (Compensation)

3.2 Where applicable, CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings and review meetings.

3.2.1 The CONSULTANT under this contract shall provide services that constitute the practice of engineering and additional services within the meaning of Title 6 of the Texas Occupations Code.

3.2.2 Where applicable, all completed documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional.

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

4.1 **CONSULTANT** shall hold periodic conferences with Director, so that the Project will have the full benefit of **CITY's** experience and knowledge of existing needs and be consistent with its current policies and standards. Conferences shall be scheduled as agreed to by Parties. **CITY** shall make available, for **CONSULTANT's** use, all existing data in its possession relative 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 In consideration of the professional services performed by **CONSULTANT**, as stated and contained herein, the City shall pay the **CONSULTANT** fees based on the Exhibits attached hereto and, in no event shall the total dollar amount of all invoices during the term of this AGREEMENT exceed one hundred thousand and no/100 dollars (\$100,000).

5.2 A negotiated fixed price, or lump-sum amount for each Work Task may be derived based on the scope of services, and will be based substantially on contractual pre-described and not to exceed pre-priced tasks and or hourly rates included in Exhibit "B".

5.3 Payment may also be made based solely on the units of work completed and approved by the Director, and the associated unit price for each Work Task as may be described in **CONSULTANT's** proposal/fee schedule (Exhibit "B").

5.4 Monthly payments for work performed in the various Work Tasks will be made to Consultant upon Consultant's furnishing itemized invoices reflecting past due amounts invoiced, current billing periods and amounts, and the balance of approved contract funds remaining, in a form acceptable to the Director and indicating the value of services performed to date.

5.5 Consultant must obtain the prior written approval of the City for any additional line items not described in the Contract Documents. Invoices for additional services which are not included in the Documents (not described in the Exhibits hereto), must be supported with letters from the Director approving said services as being appropriately within the scope of this AGREEMENT.

5.4 Payments to the consultant shall be in the amount shown by the monthly billings and other documentation submitted and shall be subject to the City's approval. All services shall be performed to the City's satisfaction, which satisfaction shall be judged by the Director in his or her sole discretion, and the City shall not be liable for any payment under this AGREEMENT for services which are unsatisfactory and which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data, and documents have been submitted, received, accepted and approved by the City.

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

6.1 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.

### **6.2 Termination Without Cause.**

6.2.1 This AGREEMENT may be terminated by either party upon written notice in accordance with Article VI. 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.

6.2.2 This AGREEMENT may be terminated by CITY prior to Director giving CONSULTANT written notice to proceed should the 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 VI, and shall be effective upon delivery by CITY in accordance with Article VI.

6.2.3 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.

### **6.3 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:

6.3.1 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

6.3.2 CONSULTANT violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this AGREEMENT.



- 6.3.3 **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
- 6.3.4 **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
- 6.3.5 **CONSULTANT** fails to comply in any respect with the insurance requirements set forth in this AGREEMENT; or
- 6.3.6 **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.
- 6.4 **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.
- 6.5 **Effect of Termination.** 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 VI.
- 6.5.1 Regardless of how this AGREEMENT is terminated, and subject to 6.5.2, **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 documents, papers, records, charts, and reports prepared pursuant to this AGREEMENT and any other materials or information produced as a result of or pertaining to the services rendered by **CONSULTANT**, or provided to **CONSULTANT**. 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.
- 6.5.2 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.

6.5.3 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.

6.5.4 **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.

6.6 Right of **CITY** to Suspend Giving Rise to Right of **CONSULTANT** to Terminate.

6.6.1 **CITY** may suspend this AGREEMENT by issuing a signed, written notice of suspension (citing this paragraph) as provided in Article VI, 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.

6.6.2 **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 VI, 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**.

6.7 Procedures for **CONSULTANT** to follow upon Receipt of Notice of Suspension.

6.7.1 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.

6.7.2 **CONSULTANT** shall prepare a statement showing in detail the services performed under this AGREEMENT prior to the effective date of suspension.

6.7.3 All completed or partially completed 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.

6.7.4 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 6.74 shall prevent **CONSULTANT** from submitting invoices for partial payments for work performed prior to the termination date as provided by Article V, Compensation.

- 6.7.5 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.
- 6.7.6 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.
- 6.7.7 **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.

## **VII. INSURANCE REQUIREMENTS**

7.1 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 executed 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.

7.2 **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	Combined Single Limit for Bodily Injury and Property Damage 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.

7.3 **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 VII herein within 10 days of the requested change.

7.4 **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**.

7.5 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, Suite 1000
San Antonio, Texas 78283-3966	San Antonio, Texas 78205

7.6 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 VI, Section 6.7.

7.7 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**.

7.8 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**.

#### **VIII. INDEMNIFICATION**

8.1 **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.**

8.2 **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**.

8.3 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.

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

9.1 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.

9.2 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.

9.3 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.

9.4 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 VI, 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.

9.5 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 VI, Termination.

## **X. INDEPENDENT CONTRACTOR**

10.1 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.

10.2 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.

## **XI. 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.

## **XII. SBEDA REQUIREMENTS**

12.1 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").

12.2 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.

12.3 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. 96754, 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.

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

12.5 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.

12.6 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.

12.7 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.

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

### **XIII. 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 – City Architect's Office  
Attn: Jesse Fernandez  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

Raba-Kistner Consultants, Inc.  
12821 West Golden Lane  
San Antonio, Texas 78249  
Attn: Richard W. Kistner, P.E.

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

14.1 **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.

14.2 **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.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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.

### **XVIII. APPLICABLE LAW**

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

### **XIX. 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.

### **XX. 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.

### **XXI. 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.

### **XXII. 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.

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

23.1 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.

23.2 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.

#### **XXIV. 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.

#### **XXV. 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.

#### **XXVI. INCORPORATION OF ATTACHMENTS**

26.1 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" (CONSULTANT's Fee Proposal/Price Schedule)

ATTACHMENT "C" (Compensation)

26.2 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.

#### **XXVII. ENTIRE AGREEMENT**

27.1 This AGREEMENT, together with its authorizing ordinance and Attachments, as listed in Article XXVI, 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.

27.2 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

RABA-KISTNER CONSULTANTS,  
INC.

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

  
\_\_\_\_\_  
RICHARD W. KISTNER, P.E.,  
VICE CHAIRMAN

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

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

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

## ATTACHMENT "A"

### (SCOPE OF SERVICES)

#### Scope of Work

- 1.1 The scope of services provided in a Work Task may include professional services required to complete non-emergency minor improvements and repairs to City-owned facilities as determined necessary by the Director of Public Works, and/or investigative emergency services such as structural assessments, civil and forensic examinations, materials testing, roofing, mechanical, electrical and plumbing assessments, and the development of recommendations for repairs, the preparation of plans and specifications for, and the oversight of, any required construction, repair, rehabilitation or alteration of a facility or public works improvement as necessary.
- 1.2 The scope of work will be specifically identified in Work Tasks provided by the City and in the subsequent individually negotiated and City-accepted Consultant proposals. The negotiated amount for each specific scope of services may be derived as a fixed price, or lump-sum based substantially on contractual pre-described and not to exceed pre-priced tasks and or hourly rates included in Exhibit "B".
- 1.3 Payment may also be made based solely on the units of work completed and approved by the Director, and the associated unit price for each Work Task as may be described in CONSULTANT 's proposal/fee schedule (Exhibit "B").
- 1.4 The Consultant shall commence work on the project once it has been thoroughly briefed regarding the scope of the specific project and has been notified in writing to proceed with the Work.
- 1.5 The Consultant, in consideration for the compensation herein provided, shall render professional engineering consulting services necessary for the development of the Project to final completion.

**ATTACHMENT "B"**

**(CONSULTANT'S FEE PROPOSAL/PRICE SCHEDULE)**

RECEIVED

Engineers, Geologists, Hygienists and Environmental Scientists

JUL 14 2004 *713*

CITY ARCHITECT'S  
July 13, 2004



**Raba-Kistner Consultants, Inc.**  
12821 W. Golden Lane  
P.O. Box 690287, San Antonio, TX 78269-0287  
(210) 899-9090 • FAX (210) 699-6426  
[www.rkci.com](http://www.rkci.com)

Mr. Jesse Fernandez, Architect  
Public Works Department, City Architect's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Re: Professional Engineering Services for On Call Engineering Consulting Services (or)  
Professional Architectural Services for On Call Architectural Consulting Services City of  
San Antonio.

Dear Mr. Fernandez:

It is our understanding that Raba-Kistner Consultants Inc., (R-K) has been selected as one of three firms awarded the On-Call Engineering or Architectural Consulting Services for the City of San Antonio. We look forward to working with the City on any projects that may arise during the duration of this contract. The team that we submitted on response to the Request for Qualifications for Professional Engineering or Architectural Services consists of the following:

1. Jaster Quintanilla & Associates Inc.
2. Alderson & Associates
3. Main Street Architects
4. M.W. Cude & Associates
5. Cochrane & Associates
6. Eagle Drilling, Inc.

We are attaching our hourly billing rates as attachments to this letter.

We look forward to being of service to you on this very important contract. If you have any questions or need additional information, please do not hesitate to call.

A handwritten signature in black ink, reading "Richard J. Timm II".

Richard J. Timm II, P.E.  
Manager of Facilities Engineering Services

RJT/jg

Copies Submitted: Above (1)

**Raba  
Kistner**  
1995



**RABA-KISTNER CONSULTANTS, INC.**

**LABOR RATES FOR ARCHITECT/ENGINEERING CONSULTING**

**ARCHITECT/ENGINEERING CONSULTING SERVICES**

Job Description	Contract Rate/hr
Principal	\$170
Senior Engineering Consultant	\$160
Senior Roofing Consultant	\$140
Senior Architect Consultant	\$160
Senior Environmental Consultant	\$150
Project Manager	\$150
Project Engineer	\$125
Project Architect	\$120
Environmental Consultant	\$125
Geologist	\$110
Field Engineer	\$95
Field Technician	\$45
Laboratory Manager	\$55
Materials Consultant	\$120
Roofing Consultant	\$120
CADD Operator	\$55
Clerical/Secretary	\$45

**REIMBURSABLE DIRECT EXPENSES**

Mileage	\$0.45/mile
Reproducible Drawings – D Size	\$25/sheet
Reproducible Drawings – E Size	\$30/sheet
High Volume Printing – 8-1/2" x 11"	\$0.25/page
High Volume Printing – 11" x 17" Mylar	\$2.00/sheet
Lodging	\$70.00/day
Meals	\$25.00/day
All Other Expenses	Cost plus 15%

**UNIT COSTS**

Add testing rates or other unit cost expense items as needed. As an example, we will have the following page on our submittal:

**RABA-KISTNER CONSULTANTS, INC.**

**UNIT RATES FOR ARCHITECT/ENGINEERING CONSULTING**

**FIELD SERVICES**

- |     |   |                      |
|-----|---|----------------------|
| (1) | <b>Auger Drilling</b>   |                      |
|     | soil.....   | \$11.50/ft           |
|     | soft rock .....   | \$12.50/ft           |
| (2) | <b>Standard Wet Rotary</b>  | \$15.50/ft           |
| (3) | <b>Nx Rock Core</b>   |                      |
|     | Soft rock (marl, shale) .....   | \$25.00/ft           |
|     | Hard rock (limestone, sandstone) .....  | \$34.00/ft           |
| (4) | <b>Non-conventional drilling</b> (barge drilling or unusual time<br>consuming drilling i.e. through bridge) ..... | \$210.00/hr          |
| (5) | <b>Field Logging Services</b>   |                      |
|     | Engineering Technician .....  | \$50.00/hr           |
|     | Geologists.....   | \$85.00/hr           |
|     | Engineer .....  | \$95.00/hr           |
| (6) | <b>Field Coordination</b>   |                      |
|     | Field Engineer.....   | \$95.00/hr           |
|     | Flagman.....  | \$45.00/hr           |
| (7) | <b>Mobilization</b>   |                      |
|     | Mobilization or truck-mounted rig, drill crew and support.....  | \$3.15/mile          |
|     | Field logger trip charge .....  | \$0.45/mile          |
|     | Mobilization non-standard equipment (ARDCO4x4 all terrain rig).....   | At Cost              |
|     | Barge mobilization and rental .....   | At Cost              |
| (8) | <b>Sampling</b>   |                      |
|     | Standard Penetration Test (ASTM D1586) .....  | \$30.00/test         |
|     | Shelby Tube (ASTM D1587) .....  | \$20.00/test         |
|     | Texas Cone Penetrometer Test (THD, Tex-132-E) .....   | \$30.00/test         |
| (9) | <b>Other Expenses/Charges</b>   |                      |
|     | Standby Time.....   | \$165.50/hr          |
|     | Logging Charges (per hour) .....  | At labor rates above |
|     | Backfill .....  | \$3.00/ft            |
|     | Dozer/clearing cost.....  | Cost + 15%           |
|     | Logger truck charge .....   | \$44.00/day          |
|     | Standard pavement coring .....  | \$66.00/ea           |
|     | Concrete/AC patch .....   | \$55.00/ea           |
|     | Traffic control - signs, barricades .....   | Cost + 15%           |
|     | All other outside expenses .....  | Cost + 15%           |

**RABA-KISTNER CONSULTANTS, INC.**

**UNIT RATES FOR ARCHITECT/ENGINEERING CONSULTING**

**GEOTECHNICAL LAB TESTING**

<b><u>REFERENCE</u></b>	<b><u>GEOTECHNICAL LABORATORY TESTING SERVICES</u></b>		
TEX-404-A	(1) Dry Unit Weights.....	\$	23.00/ea
	(2) Unconfined Compression (Includes Unit Dry Weight)		
ASTM D 2166	(a) Soil Shelby Tube Specimens .....	\$	35.00/ea
ASTM D 1938	(b) Rock Core Specimens .....	\$	37.00/ea
	Two Sawed Rock Core Specimens.....	\$	8.00/per end
	(3) Direct Shear		
ASTM D 2850	(a) Unconsolidated-Undrained (Modified).....	\$	172.00/ea
ASTM D 3080	(b) Consolidated-Drained (Sand).....	\$	364.00/ea
ASTM D 2435	(4) Consolidation, <b><u>Not Including</u></b> Specific Gravity .....	\$	447.00/ea
ASTM D 4546	(5) Swell Test .....	\$	234.00/ea
ASTM/TxDOT; TEX-121-E	(6) Lime Series Curve Determination Including Five Atterberg Limits .....	\$	273.00/ea
ASTM D 1883;	(7) California Bearing Ratio - Short Method; Includes		
AASHTO T-193	Moisture-Density Relationship and Three Test Specimens .....	\$	626.00/set
	Each Additional Specimen .....	\$	138.00/ea
TEX-128-E	(8) Soil pH .....	\$	35.00/ea
TEX-129-E	(9) Resistivity of Soil Material .....	\$	110.00/ea
TEX-101-E	(10) Soil and Flex Base Preparation .....	\$	22.00/ea
TEX-103-E	(11) Determination of Moisture Content in Soils.....	\$	10.50/ea
TEX-106-E	(12) Method of Calculating Plasticity Index of Soils Test.....	\$	65.00/ea
TEX-107-E	(13) Determination of Shrinkage Factors of Soils Test.....	\$	81.00/ea
TEX-108-E	(14) Determination of Specific Gravity of Soils Test.....	\$	66.00/ea
TEX-110-E	(15) Determination of Particle Size Analysis of Soils Test (Part I).....	\$	44.00/ea
TEX-110-E	(16) Determination of Particle Size Analysis of Soils Test (Part II).....	\$	174.00/ea
TEX-111-E	(17) Determination of Amount Minus No. 200 Sieve .....	\$	66.00/ea
TEX-113-E	(18) Determination of Moisture Density Relations of Soils and Base .....	\$	198.00/ea
TEX-114-E	(19) Compaction Ratio Method for Selection of Density In Place Test.....	\$	198.00/ea
TEX-116-E	(20) Ball Mill Method for Determination of Disintegration of Flex. Base	\$	164.00/ea

**RABA-KISTNER CONSULTANTS, INC.**

**UNIT RATES FOR ARCHITECT/ENGINEERING CONSULTING**

**GEOTECHNICAL LAB TESTING (Continued)**

<b><u>REFERENCE</u></b>	<b><u>GEOTECHNICAL LABORATORY TESTING SERVICES</u></b>		
TEX-117-E	(21) Triaxial Compression Test for Disturbed Soils (Part I) .....	\$	1,040.00/ea
TEX-117-E	(22) Triaxial Compression Test for Disturbed Soils (Part II) .....	\$	955.00/ea
TEX-201-F	(23) Bulk Specific Gravity of Water Absorption of Aggregate Test .....	\$	48.00/ea
TEX-202-F	(24) Apparent Specific Gravity of Material Finer Than No. 80 Sieve .....	\$	42.00/ea
TEX-203-F	(25) Sand Equivalent Test .....	\$	65.00/ea
ASTM D 2850	(26) Triaxial Compression (Unconsolidated -Undrained) 1-point .....	\$	62.00/ea
ASTM D 2850	(27) Triaxial Compression (Unconsolidated -Undrained) multi-stage .....	\$	194.00/ea
TEX-131-E	(28) Triaxial Compression (Consolidated - Undrained) per specimen .....	\$	495.00/ea

**RABA-KISTNER CONSULTANTS, INC.**

**SCHEDULE OF FEES FOR ROOF CUT AND ANALYTIC TESTING SERVICES**

**A. CLASSIFICATION TESTS**

1.	Roof Cores.....	\$120/ea
2.	ASTM D 2829 Roof Cut Analysis .....	\$200/ea
3.	Nuclear Gauge.....	\$50/day
4.	ASTM D 5076 Measuring Voids .....	\$125/ea
5.	Rilem Tube Test .....	\$40/day
6.	ASTM D 2523 Tensile Strength .....	\$275/ea
7.	ASTM D 146 Ply Tensile Strength .....	\$125/ea
8.	ASTM D 2178 Desaturated Felt Weight (Fiberglass).....	\$125/ea
9.	ASTM D 226 Desaturated Felt Weight (Organic Felt).....	\$125/ea
10.	ASTM D 36 Softening Point of Bitumen .....	\$125/ea
11.	ASTM D 1863 Gradation of Aggregate .....	\$125/ea
12.	Infrared Unit .....	\$500/ea

**MAINSTREET ARCHITECTS, INC.**

**LABOR RATES FOR ARCHITECTURE CONSULTING**

**ARCHITECT/ENGINEERING CONSULTING SERVICES**

Job Description	Contract Rate/hr
Principal Architect	\$150
Project Architect	\$60
Field Technician/Intern	\$45
CADD Operator	\$35
Clerical/Secretary	\$30

**REIMBURSABLE DIRECT EXPENSES**

Mileage	\$0.45/mile
Reproducible Drawings – D Size	\$25/sheet
Reproducible Drawings – E Size	\$30/sheet
High Volume Printing – 8-1/2" x 11"	\$0.25/page
High Volume Printing – 11" x 17" Mylar	\$2.00/sheet
Lodging	\$70.00/day
Meals	\$25.00/day
All Other Expenses	Cost plus 15%

**ALDERSON & ASSOCIATES, INC.**

**LABOR RATES FOR ARCHITECT/ENGINEERING CONSULTING**

**ARCHITECT/ENGINEERING CONSULTING SERVICES (Mechanical/Electrical Engineering)**

Job Description	Contract Rate/hr
Principal	\$150
Senior Engineering Consultant	\$115
Project Manager	\$100
Project Engineer	\$85
Graduate Engineer	\$75
Engineering Technician	\$65
CADD Operator	\$35
Clerical/Secretary	\$30

**REIMBURSABLE DIRECT EXPENSES**

Mileage	\$0.45/mile
Reproducible Drawings – D Size	\$25/sheet
Reproducible Drawings – E Size	\$30/sheet
High Volume Printing – 8-1/2" x 11"	\$0.25/page
High Volume Printing – 11" x 17" Mylar	\$2.00/sheet
Lodging	\$70.00/day
Meals	\$25.00/day
All Other Expenses	Cost plus 15%

**JASTER-QUINTANILLA SAN ANTONIO, LLP**

**LABOR RATES FOR ARCHITECT/ENGINEERING CONSULTING**

**ARCHITECT/ENGINEERING CONSULTING SERVICES**

Job Description	Contract Rate/hr
Principal/Partner	\$125
Project Manager	\$115
Senior Project Engineer	\$95
Project Engineer	\$85
Technician	\$65
CADD Technician	\$65
Administrative	\$45

**REIMBURSABLE DIRECT EXPENSES**

Mileage

\$0.32/mile

All Other Expenses

Cost plus 15%



**M.W. CUDE ENGINEERS, L.L.C.**

**LABOR RATES FOR ARCHITECT/ENGINEERING CONSULTING**

**ARCHITECT/ENGINEERING CONSULTING SERVICES**

Job Description	Contract Rate/hr
Principal	\$135
Project Manager	\$105
Project Engineer	\$100
CADD Operator	\$70
Clerical/Secretary	\$40

**REIMBURSABLE DIRECT EXPENSES**

Mileage	\$0.45/mile
Reproducible Drawings – D Size	\$25/sheet
Reproducible Drawings – E Size	\$30/sheet
High Volume Printing – 8-1/2" x 11"	\$0.25/page
High Volume Printing – 11" x 17" Mylar	\$2.00/sheet
Lodging	\$70.00/day
Meals	\$25.00/day
All Other Expenses	Cost plus 15%

**PROTECTION DEVELOPMENT, INC., DBA**  
**COCHRANE & ASSOCIATES**

**LABOR RATES FOR FIRE PROTECTION ENGINEERING CONSULTING**

**FIRE PROTECTION ENGINEERING/BUILDING & FIRE CODE CONSULTING SERVICES**

Job Description	Contract Rate/hr
Principal (P.E.)	\$200
Senior Fire Protection Engineer (P.E.)	\$175
Fire Protection Engineer (P.E.)	\$150
Fire Protection Systems Designer	\$90
CADD Operator	\$80
Field Technician	\$80
Permit Coordinator	\$60
Clerical/Secretary	\$50

**REIMBURSABLE DIRECT EXPENSES**

Mileage	\$0.375/mile
Reproducible Drawings – D Size	\$25/sheet
Reproducible Drawings – E Size	\$30/sheet
High Volume Printing – 8-1/2" x 11"	\$0.25/page
High Volume Printing – 11" x 17" Mylar	\$2.00/sheet
Lodging	\$100.00/day
Meals	\$30.00/day
All Other Expenses	Cost

**UNIT COSTS**

Fire Flow Test (San Antonio Water System)	\$350/each
Fire Flow Test (Bexar Metro. Water District)	\$450/each

## **ATTACHMENT "C"**

### **(COMPENSATION)**

On or after the last day of each month, CONSULTANT shall provide City a written invoice for the work performed by CONSULTANT, requested by City during that month, and for which the services have been reviewed and approved by the City. The invoice amount shall be based on the unit prices agreed as shown on Attachment "B". In no event shall the total dollar amount of all invoices during the term of this contract exceed one hundred thousand and no/100 dollars (\$100,000).

Proposal No. PSQ04-031-00  
July 9, 2004

RECEIVED

15 2004

CITY ARCHITECT'S  
OFFICE



**Raba-Kistner Consultants, Inc.**  
12821 W. Golden Lane  
P.O. Box 690287, San Antonio, TX 78269-0287  
(210) 699-9090 • FAX (210) 699-6426  
www.rkci.com

City of San Antonio  
Municipal Plaza Building, 8th Floor  
114 W. Commerce  
San Antonio, Texas 78298-2449

Attn: Mr. Jesse Fernandez  
City Architect's Office  
Public Works Department

Re: Consulting Engineering and Architectural Services  
Damage Assessment  
Union Pacific Rail Road and S. St. Mary's Street  
Union Pacific Rail Road and San Antonio River  
San Antonio, Texas

Dear Mr. Fernandez:

In accordance with your request, Raba-Kistner (R-K) and their subconsultants, are pleased to submit this proposal to provide Consulting Engineering and Architectural Services for the assessment of damage to the retaining walls at the Union Pacific railroad crossing on South St. Mary's Street and the retaining walls and concrete rip rap in the vicinity of the San Antonio River. This damage was caused when two train engines collided on May 3, 2004. This proposal includes a brief description of the Background, the Scope of Work, Fee, Schedule, and Assumptions, for this project. Raba-Kistner's Sub consultants include Jaster Quintanilla Associates (JQA) and Main Street Architects.

### **BACKGROUND**

On May 3, 2004, two Union Pacific Rail Road trains collided near South St. Mary's Street and Roosevelt Avenue in San Antonio, Texas spilling fuel and oil into the San Antonio River, damaging the South St. Mary's Street bridge, concrete retaining walls, railings and architectural design elements as well as damaging retaining walls and concrete flat work in the area of the San Antonio River crossing. The City of San Antonio, herein after referred to as "CITY", has requested that R-K provide a proposal for Consulting Engineering and Architectural Services to conduct an assessment of damage to the City owned and maintained structures in the area and to provide recommendations to repair the damage. It is our understanding that this work is being performed to help the City identify the damage to the structures caused by the rail road accident. Our proposed scope of services include: geotechnical review, visual observations, structural assessment, the preparation of construction documents for repair and reconstruction, and coordination with the Historic Design Preservation office for review and approval.

## **PURPOSE AND OBJECTIVES**

The objective of this project is to perform a damage assessment of the above referenced structures to help the City identify damage and needed repairs resulting from the rail road accident. In accordance with recent discussions, the Scope of Work for this project will consist of two phases each comprised of discrete and manageable tasks. The phases and tasks are listed below for convenience and are presented in detail in the following sections.

### **Phase One:**

1. Project scope development.
2. Review existing documentation relative to the structures that were damaged by the accident.
3. Perform a condition assessment of the above referenced damaged structures.
4. Prepare a report of our findings and an estimated opinion of probable design and construction costs.
5. Provide recommendations for repair that are in conformance with requirements of the City Historic Preservation's office.

### **Phase Two:**

Upon receiving the City's written approval to proceed with Phase Two, R-K will perform the following:

1. Prepare construction plans and specifications for the recommended repairs and reconstruction and a more detailed estimate of probable construction costs.
2. Assist the City with the bidding phase, evaluation of bids and provide construction contract administration.

## **SCOPE OF WORK**

In accordance with recent discussions, the Scope of Work for this project will consist of two phases each comprised of discrete and manageable tasks.

### **PHASE 1. DAMAGE ASSESSMENT**

#### **Task 1. Project Scope Development**

R-K will schedule and participate in preliminary meetings and telephone conversations with our project team, the owner, other owner's representatives, Union Pacific employees and/or their representatives to develop the required scope of work for this project. These meetings will be conducted to define the specific tasks needed to complete this project.

#### **Task 2. Document Review**

R-K will review existing geotechnical engineering reports on file in our office for representative soil conditions in the area of the accident. The R-K team will review existing documents provided to us by the CITY to assist in developing an understanding of the City maintained and operated structures that were damaged by the accident. These structures include:

- Retaining walls, sidewalks, railings, architectural details, and pavements associated with the Union Pacific bridges over S. St. Mary's Street.

- Retaining walls and concrete rip-rap associated with the east retaining walls of the Union Pacific Bridge over the San Antonio River.

### **Task 3. Damage Assessment, Observations and Testing**

The R-K team will visit the site to review the damage to the above referenced structures.

R-K proposes to observe the soil conditions behind the damaged retaining walls to better understand the existing soil pressures and to identify whether a drainage medium is present behind the walls. It is our understanding that the owner will provide suitable manpower and equipment necessary to excavate the soils from behind the walls. It may not be necessary to completely excavate the back side of the retaining walls, but there will need to be sufficient excavation to adequately identify the materials behind the damaged wall sections.

R-K proposes to sample the concrete materials used in the retaining wall and in the decorative railing and missing lamppost. The samples will be removed for the purpose of estimating the compressive strength of the concrete and estimating the mix design proportions. Mix design proportions will be estimated by petrographic analysis to attempt to match the existing 67-year old concrete that will remain. The petrographic analysis is an analysis of the physical composition of the concrete under the power of a microscope. Concrete strength will be estimated by destructive testing in the laboratory.

JQA will review the damage and provide structural repair recommendations to Raba-Kistner. In addition, JQA will provide preliminary opinions of construction cost for their recommended repairs.

### **Task 4. Report of Findings and Preliminary Probable Cost Estimate**

Based on the work included in Phase 1 of this project, the R-K team will provide the CITY with a report of our findings and a preliminary opinion of construction cost to implement the recommended repairs.

### **Task 5. Historic Design Preservation**

The R-K team will coordinate our efforts with our Historic Structure Consultant to ensure that the recommended repairs are presented in conformance with the guidelines of the City Historic Design Office. Main Street Architects will review the proposed repair recommendations for historic design preservation. This review will not be complete until the proposed repair recommendations are in accordance with the intent of the guidelines for historic preservation of the structures

## **PHASE 2 CONSTRUCTION DOCUMENTS AND PROJECT MANAGEMENT**

### **Task 1. Construction Documents**

The R-K team will prepare elevations of the three walls that are in need of repair which include the west and east walls of South Saint Mary's Street and the east wall of the San Antonio River Bridge Abutment. The elevations will delineate the extent of the proposed repairs in relation to the existing structures. We will include cross sections and details to illustrate the proposed repairs to the retaining walls, concrete railing, flatwork, and light standard. The deliverable product to the CITY will be a set of construction documents along with opinions of probable cost to repair the damage caused by the rail road accident. We will work with the CITY and the appropriate representative with the Union Pacific Rail Road to include necessary language relative to working in the rail road right of ways.

## **Task 2. Bidding and Construction Contract Administration Assistance**

At the request of the CITY, Raba-Kistner will assist the CITY in the evaluation of bids and the selection of a contractor to perform the work. Additionally, Raba-Kistner will assist the CITY, where requested, in the administration of the construction contract. This work is anticipated to include the following:

- Assist the CITY with administrative protocols for project communications, documentation, submittal process, and related procedures.
- Assist the CITY with the review of contractor pre- and post-job submittals.
- Assist the CITY with the needed project communication requirements.
- Assist the CITY in the coordination of contractor work schedules and hours.
- Assist the CITY in the interpretation of the Contract Documents as they are related to the project. Assist the CITY in answering Requests for Information.
- Assist the CITY in scheduling project progress meetings.

R-K will provide a representative working under the supervision of a registered engineer and/or architect to periodically observe the work to monitor that it is being performed in general accordance with the Contract Documents. Field reports will be generated for visits to the site as warranted. In the event any non-compliance is observed, it will be reported to the CITY's designated representative.

## **FEE**

R-K proposes a fee not to exceed \$39,197.15 for all of the services described in Phase 1 of the table below.

For Phase Two: The fee for the Phase 2 work scope is dependant on what is found in the Phase 1 work scope. We will provide a fee for Phase 2 once Phase 1 is complete.

The Consultant's fees are detailed below per task. Work will be provided on a time and material basis in accordance with the existing unit rates established in the contract referenced in the "ACCEPTANCE" section of this document. Raba-Kistner, Consultants Inc., or our sub-consultants will not exceed the costs provided herein for each task, or perform additional services without receiving prior written authorization from the CITY.

### **SCHEDULE OF SERVICES**

<b>TASK DESCRIPTIONS</b>	<b>Cost</b>
<b>Phase 1 Damage Assessment</b>	<b>\$39,197.15</b>
Task 1 Project Scope Development	\$4,702.80
Task 2 Document Review	\$3,981.80
Task 3 Damage Assessment, Observations & Testing	\$20,576.80
Task 4 Report of Findings and Preliminary Probable Cost Estimate	\$6,378.00
Task 5 Historic Design Preservation	\$3,557.75
<b>Phase 2 Construction Documents and Project Management</b>	
Task 1 Construction Documents	To Be Determined
Task 2 Bidding and Construction Contract Management Assistance	To Be Determined

### **REIMBURSABLE EXPENSES**

Our proposed consulting service fee is based on the scope of work outlined herein. R-K will notify the CITY of any revisions and additions to the scope of work that may impact our consulting service efforts and cost.

Reimbursable expenses are not included in the above referenced fees. Reimbursable expenses are may include the following:

- Civil Site Survey.
- Utility Plan Survey.
- Plan review meetings with the CITY.
- Meetings called by the CITY that are not a part of our scheduled site visits.
- TDLR plan review fees.
- Special Laboratory Testing Services.
- Construction Materials Testing.
- Reproductions, plots standard form documents, postage, handling and delivery of Instruments of Service.
- Renderings, models and mock-ups requested by the Owner.
- Other similar direct project-related expenditures.
- Project related mileage will be reimbursed to at a rate of \$0.50 per mile.



### SCHEDULE

R-K anticipates being able to begin the work described above within 5 days of receipt of written authorization to proceed with the proposed work. We anticipate being able to deliver a DRAFT report of our findings as required in Task 4 of Phase 1 no later than 60 days of receipt of the written notice to proceed.

### ACCEPTANCE

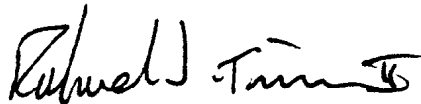
We appreciate the opportunity to work with you on this important assignment, which will be carried out in accordance with this letter and the final Professional Services Agreement for Stand-By Professional Engineering Services between the CITY and Raba-Kistner Consultants Inc.

R-K considers the data and information contained in this proposal to be proprietary. The information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. R-K understands that this project and all information related to this project is confidential in nature, and R-K will not disclose, divulge, discuss or present any findings or results with any person(s) or entities not previously approved in writing by the CITY.

Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Should you have any questions concerning this proposal or require additional information, please contact the undersigned.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

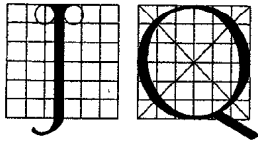


Richard J. Timm II, P.E.  
Manager of Facilities Engineering Services

RJT/jg

Copies Submitted: Above (2)

PRINTED NAME	Mr. Douglas W. Yerkes, Ph.D., P.E.		
TITLE	City Engineer		
COMPANY NAME (CLIENT)	City of San Antonio Public Works Department		
COMPANY ADDRESS	114 W. Commerce		
CITY, STATE, ZIP	San Antonio, Texas 78298-2449		
SIGNATURE	X	DATE	X



**JASTER-QUINTANILLA SAN ANTONIO, LLP**  
CONSULTING ENGINEERS  
125 WEST SUNSET □ SUITE 100 □ SAN ANTONIO, TX 78209  
V 210 349-9098 □ www.jaster-quintanilla.com □ F 210 349-0146

July 30, 2004

Mr. Gerlach T. Laven, Architect  
City of San Antonio  
Department of Public Works  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**RE: Observation of Interior Distress  
Mexican Cultural Institute  
San Antonio, Texas  
JQSA No. 1950184**

Dear Mr. Laven:

As per your request, the undersigned and Mr. Robert Barrera, P.E. of our office met with you at the Mexican Cultural Institute to observe the reported distress in the building. The following is a brief letter/report on the observations and conclusions we believe to be pertinent in the evaluation of the distress observed.

A crack was observed in the ceiling of the first floor exhibit area that extends the length of the room. It was reported that the crack may have initiated as a hairline crack approximately two to three months ago and may have been increasing in width and becoming more noticeable. It was also reported that the crack may have extended from the South end of the ceiling down to the wall on the South side of the room within the past week.

The floor was observed to slope downward towards the exterior wall on the East side of the room and similarly to the wall on the West side of the room. A crack was observed in the floor tile along the East side of the room along the line where the floor begins to slope. A section of floor tile across the width of the room appeared to have been removed and replaced where a repair may have been performed. The building occupants stated that the tile has been in that condition for approximately 12 to 15 years.

The floor framing for the second floor structure was observed to be unlevel in isolated areas. An area near the center of the room adjacent to the partition wall was observed to be higher than the adjacent floor framing. A similar area was observed near the West wall of this area. Several finish nails anchoring the wood flooring to the framing members were observed to becoming loose from the flooring.

Vegetation and landscaping were present along the exterior perimeter of the building. The soil in this area was observed to be fairly moist. We have experienced some rainfall in the past several days so some of the moisture present in the soil may be due to rainfall. However, there is a sprinkler system present in the landscaped areas that is reported to irrigate the grounds on a regular basis. Downspouts are present along the West side of the building that appear to collect all of the water discharging from the roof of the building. The downspouts appear to discharge the water directly adjacent to the building foundation. There does not appear to be adequate slope away from the edge of the foundation to provide positive

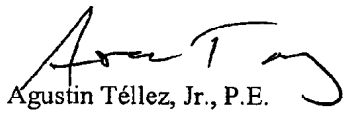
drainage. Water appears to collect near and adjacent to the base of the downspouts. One large tree was observed to be decaying on the East side of the building. It also appeared that a tree may have been removed in one bare area of landscaping on the East side of the building.

The foundation of the building in the recent addition is a grade supported foundation bearing on select fill material. The addition to the building was completed approximately 5 to 6 years ago. Although construction documents for the original portion of the building are not available it is believed that the foundation of this area of the building may also consist of a grade supported foundation. The soils present in the area are believed to be expansive clays which will have a tendency to expand or contract as the moisture content in the soil changes. The changes in the moisture content of the soil may be the result of the recent rains, the irrigation of the landscaping around the perimeter of the building or the loss of the trees along the East side of the building. The loss of the trees along the East side of the building may have a tendency to increase the moisture content of the soil since the trees are no longer drawing moisture from the soil. It is our understanding that the irrigation system was out of service while the construction of the addition to the building took place. The soils may have experienced a loss of moisture during the length of time that the addition was under construction.

The distress observed in the building is believed to minor in nature and should not pose a structural problem at the present time. It is our opinion that the building is safe to occupy. Further testing and analysis will be required in order to more accurately determine the cause of the distress but it is believed to be due to the expansion or contraction of the underlying soils as a result of a change in their moisture content.

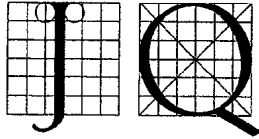
Please feel free to call our office if you have any questions regarding the matters addressed or if additional information is required.

Sincerely,

  
Agustin Téllez, Jr., P.E.  
Jaster-Quintanilla San Antonio, LLP



Cc: Mr. Gautam Dey, AIA, Kell Munoz Architects



**JASTER-QUINTANILLA SAN ANTONIO, LLP**  
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August 17, 2004

Mr. Gerlach T. Laven, Architect  
City of San Antonio  
Department of Public Works  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**RE: Interior Distress Recommendations for Repairs**  
**Mexican Cultural Institute**  
**San Antonio, Texas**  
**JQSA No. 1950184**

Dear Mr. Laven:

This letter serves as a follow up to our initial letter dated July 30, 2004 and provides recommendations for the repair and monitoring of the distress observed on the interior of the Mexican Cultural Institute. As noted in our initial letter, it is our opinion that the distress as reported by the building occupants and observed on July 30, 2004 is minor in nature and should not pose a structural problem at the present time. However, in order to keep the distress to a minimum and manage the distress currently present in the building the recommendations outlined in the Recommendations section of this report should be implemented.

Please note that the references to North, South, East and West were incorrectly noted in our initial letter dated July 30, 2004. The references indicated in the letter/report are based on the correct orientation of the building.

**EXISTING CONDITIONS:**

The Mexican Cultural Institute building is believed to be constructed of a conventionally steel framed roof and floor system supported on a grade supported concrete foundation. The addition completed in 2001 at the West end of the building is of similar construction. Drawings for the construction of the original building are not available. However, our office provided structural engineering services for the addition to the building and have referred to the Construction Drawings prepared for the project to review the conditions indicated on the drawings and comparing to what was observed.

As mentioned in our initial letter, the interior portion of the ground level floor slab appears to have heaved along the center of the floor in the East-West direction. A steel column is located in the exhibit area near the center of the room. It appears that the heaving may be transferring to the second floor framing through the column consequently creating the distress in the ceiling of the exhibit area.

The exterior walls along the South side of the building were covered with vegetation for the most part. However, there did not appear to be any major distress in the walls along the South side of the building. Similarly the remainder of the exterior walls were observed to be in good condition.

Landscaping was present all around the perimeter of the building. The drawings for the addition to the building indicate the landscaping to cover the entire perimeter. The drawings also indicate a total of 9 Elm trees to be located along the South side of the building. One Elm tree was observed to be missing while another was observed to be dead. These two trees occur directly along the area of exhibit hall where the distress is present in the building.

A sprinkler system is present providing for irrigation of the landscaping along the perimeter of the building which is also indicated on the drawings for the addition as well. It is reported that the sprinkler system is operational and waters the landscaping on a regular basis. The soil along the perimeter of the building was observed to be moist. It is reported that some rainfall had been experienced in the few days prior to our visit on July 30<sup>th</sup>. The moisture present on the surface of the soil may have been due to the recent rainfall. However, there did not appear to be positive drainage in the surface of the soil away from the building foundation.

The roof of the building was observed to slope from a high point along the South side of the building to a low point along the North side. The downspouts for the roof gutters were located along the North wall of the building discharging water directly adjacent to the building foundation. Similarly, there did not appear to be adequate slope in the landscaped areas along the North side of the building. Water was observed to collect near and around the base of the downspouts.

A transverse section of floor tile approximately 12 inches in width in the exhibit area was observed to have been replaced where a trench may have been cut through the floor tile. It is reported that the floor tile in this area has been in that condition for approximately 15 years. It was not readily apparent what the cause or the reason the repair was. No information was provided by the building occupants regarding the trench or floor tile in this area.

### **CONCLUSIONS:**

As previously mentioned, the foundation of the original building is believed to be a grade supported concrete foundation bearing on what is believed to be expansive clays. Expansive clays will have a tendency to expand or contract in response to the moisture content present in the soil. It is our opinion that the distress present in the interior of the building is the result of the change in volume of the underlying soils as a result of a change in the moisture content of the soil. The change in the moisture content may be the result of several factors or a combination thereof as outlined below.

The Landscape Drawings available for the addition at the West end of the building indicate 9 existing Elm trees to be located along the South side of the building. Only 7 trees were present at the time of our visit. One appeared to have been removed and the other was observed to be dead or dying. It is assumed since they are indicated to be existing trees on the drawings they were alive and thriving prior to the construction of the addition. The loss of the two trees will have a tendency to increase the moisture content of the soil since the trees are no longer drawing water from the surrounding subgrade.

The slope of the soil around the perimeter of the building appears to be inadequate to provide positive drainage away from the foundation of the building. The grades around the perimeter of the building appeared to be minimal allowing moisture to collect near and adjacent to the foundation. As previously mentioned, the base of the downspouts along the North side of the building discharge water directly adjacent to the building foundation. The grades immediately adjacent to the base of the downspouts

appeared to be lower than the adjacent grades where the water discharging from the downspouts may have washed some of the soil away.

It is our understanding that the irrigation system was out of service while the construction of the addition was completed in 2001 and may have been out of service for as much as a year and a half. The soils may have experienced a loss of moisture during the length of time that the addition was under construction.

#### **RECOMMENDATIONS:**

As mentioned in our initial letter, the distress observed in the building in our opinion is considered to be minor in nature and should not pose a structural problem at the present time. However, the following recommendations should be considered to minimize any future differential movement and provide some repairs to the existing distress.

It was not readily apparent what the purpose of the trench in the floor tile served. No information was available from the building occupants and none was indicated on the Construction Drawings for the Addition. Further testing or investigation may be required in this area to determine what the purpose of the trench is and whether or not it may be affecting the moisture content of the subgrade below. Similarly, testing of the plumbing systems may be required to identify any leaks if any that may be present in the plumbing lines. We can assist the city in providing these services if requested.

Additionally, testing of the soils around the perimeter of the building may become necessary in order to determine the moisture content of the soils surrounding the building and beneath the building. Soil samples should be taken along the North and South sides of the building as well as the interior of the building. It is believed that the moisture content of the soil around the South side of the building may need to be brought into a more desirable level since it appears that it may have experienced an increase in moisture content due to the loss of the trees and regular irrigation of the landscaping.

The grades around the perimeter of the building should be improved to provide positive drainage away from the foundation of the building and prevent water from accumulating adjacent to the building. This is especially true of the grades along the North side of the building where the downspouts discharge water directly into the soils adjacent to the foundation. The downspouts should be extended to discharge away from the soils and preferably onto the flatwork along the North side of the building.

The distress observed in the interior of the building may be cosmetically repaired by patching or removing and replacing sections of the ceiling beneath the second floor framing. The distress in this area should be monitored on a regular basis for signs of further movement. However, it should be noted that during the period of investigation and repairs and subsequent to the repairs, the building may continue to experience movement. This movement will also occur after the source(s) of water or moisture is identified and addressed. Further distress may be observed during this period but similarly should not pose a structural problem.

#### **LIMITS:**

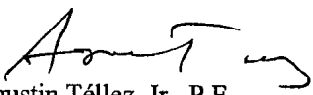
This assessment consisted of a partial visual observation only. Observation was limited to those areas specifically addressed in the body of this report, and should not be construed as involving an exhaustive review of all conditions present in the existing construction. Demolition of finish materials was not conducted to gain access to hidden framing or structural conditions, unless specifically noted otherwise in the report. No testing was performed to determine strength and or quality of in place materials.

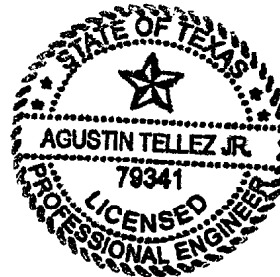
Unless specifically stated in this report we did not have access to "as-built" drawings, shop drawings, surveys, construction documentation reflecting actual in place construction, geotechnical studies, or engineering calculations to verify design assumptions and capacities. We performed no calculations to assess the structural adequacy of the building, unless specifically noted otherwise. Therefore, we made the assumption that the original building was constructed using construction techniques typical as we understand them for the time period when the building was constructed. Furthermore, our conclusions are based only upon our interpretations of our site observations.

Neither the observation nor the report is intended to cover Mechanical, Electrical, Plumbing, Landscaping or Architectural features. Notify this office of any questions or comments regarding the information contained in this report. If none are received it is concluded that no exceptions are taken regarding the professional opinion(s) rendered.

Please feel free to call our office if you have any questions regarding the matters addressed or if additional information is required.

Sincerely,

  
Agustin Téllez, Jr., P.E.  
Jaster-Quintanilla San Antonio, LLP



Cc: Mr. Gautam Dey, AIA, Kell Munoz Architects

**DISCRETIONARY CONTRACTS DISCLOSURE FORM****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;

Bill Reiffert and Associates, Inc.

(2) the identity of any **business entity**<sup>1</sup> 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;

Arias & Associates, Inc.  
Austech Roof Consultants, Inc.  
Garcia & Wright Consulting Engineers, Inc.  
Joshua Engineering Group, Inc.

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

N/A

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

N/A

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



**DISCRETIONARY CONTRACTS DISCLOSURE FORM, CONTINUED**


**Political Contributions**

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

To Whom Made:	Amount:	Date of Contribution:
N/A		

**Disclosures in Proposals**

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

N/A		
Signature: 	Title: Owner Company: Bill Reiffert and Associates, Inc.	Date: July 7, 2004

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

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

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2*

*Attach additional sheets if space provided is not sufficient.*

*State "Not Applicable" for questions that do not apply.*

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

**Disclosure of Parties, Owners, and Closely Related Persons**

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

Not Applicable

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

Jaster-Quintanilla San Antonio, LLP

and the name of:

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

QS Tech Bain Median Bain Joshua Engineering Group Arias & Associates	Drash Consulting Engineers
---	----------------------------

and the name of:

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

Not Applicable

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

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

Not Applicable

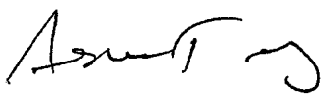
#### Political Contributions

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

To Whom Made:	Amount:	Date of Contribution:
John Clamp	\$100	2/21/03

#### Disclosures in Proposals

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

Not Applicable		
Signature: Agustin Tellez 	Title: Partner  Company: Jaster-Quintanilla San Antonio, LLP	Date:  July 19, 2004

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

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

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&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:

Not Applicable

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

Raba-Kistner Consultants, Inc.

and the name of:

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

Not Applicable

and the name of:

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

Not Applicable

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

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

Not Applicable


#### Political Contributions

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

To Whom Made:	Amount:	Date of Contribution:
See attached list		

#### Disclosures in Proposals

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

Signature: 	Title: Chairman and CEO  Company: Raba-Kistner Consultants Inc.	Date:  June 14, 2004

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

**ETHICS ORDINANCE REQUIRED DISCLOSURES**

**RABA-KISTNER CONSULTANTS, INC.  
POLITICAL CONTRIBUTIONS  
(Previous 24 Months)**

<u>Name</u>	<u>Date</u>	<u>Amount</u>
Enrique Barrera Campaign	06/11/02	1,000.00
Toni Moorhouse Campaign	06/25/02	250.00
Carroll Schubert Campaign	07/12/02	1,000.00
Bonnie Conner Campaign	07/12/02	110.00
Friends of Carroll Schubert	07/29/02	110.00
Bobby Perez Campaign	08/16/02	110.00
Ed Garza Campaign	08/16/02	330.00
Friends of Toni Moorhouse	08/21/02	110.00
Friends of David Carpenter	09/27/02	110.00
Friends of Enrique Barrera	10/04/02	110.00
Julian Castro Campaign	10/23/02	110.00
Ed Garza Campaign	02/12/03	1,000.00
Julian Castro for Council Campaign	03/05/03	500.00
Carroll Schubert Campaign	03/17/03	500.00
Toni Moorhouse Campaign	04/17/03	500.00
Enrique Barrera Campaign	04/17/03	500.00
Ron Segovia Campaign	06/17/03	500.00
Art A. Hall Campaign	07/22/03	500.00
Chip Haass Campaign	09/15/03	500.00
Julian Castro Campaign	10/16/03	250.00
Joel Williams Campaign	10/27/03	250.00
Enrique Barrera Campaign	11/10/03	500.00
Ron Segovia Campaign	02/06/04	500.00
Carroll Schubert Campaign	02/16/04	1,000.00
Joel Williams Campaign	03/29/04	500.00
Art A. Hall Campaign	03/29/04	500.00