

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA
ITEM NO. 9

TO: Mayor and City Council

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

SUBJECT: Mayfield: Zarzamora to IH-35

DATE: September 8, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts a proposal, appropriates funds, and amends a professional service agreement in the amount of \$41,858.58 payable to Maestas & Bailey, Inc., a MBE firm, for additional engineering services in connection with the Mayfield: Zarzamora to IH-35 project, an authorized Metropolitan Planning Organization (MPO) project and a 1999 General Obligation Street Improvement Bond project, located in Council District 4.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Maestas & Bailey, Inc. submitted this redesign proposal resulting from the Texas Department of Transportation (TxDOT) final plan review comments. The scope of this project consists of two parts. The first part provides for the redesign of the storm water bore underneath IH-35 to meet a minimum 5-foot of cover from the surface of the highway. Additionally, this part changes the construction of Mayfield on the east side of IH-35 from a mill and overlay pavement reconstruction to a full reconstruction with replacement of curbs and sidewalks and revamps the Traffic Control Plan to ensure that work is completed on the east side of the project before work is begun on the west side. The second part provides for the field location of a 36" storm drain in TxDOT's right of way and four utility conduits on the east side of the project in proximity to the proposed outlet. This project is currently under design and is scheduled to be advertised in October 2005, with construction to begin in February 2006, and anticipated completion in June 2007.

As part of the implementation of Metropolitan Planning Organization (MPO) State Transportation Program projects, it is the City's responsibility to fund engineering, right of way acquisition, 20% construction costs, and 100% of TxDOT's preliminary engineering costs. This ordinance accepts a proposal from Maestas & Bailey, Inc. and provides for compensation in the amount of \$41,858.58 for additional engineering services in connection with the Mayfield: Zarzamora to IH-35 project.

A previously executed professional service agreement with Maestas & Bailey, Inc., in the amount of \$245,200.25, was approved by City Council on May 25, 2000, through Ordinance No. 91828. Subsequent Council action has increased this contract amount to \$279,217.34. This ordinance will increase the total amount approved for this contract to \$321,075.92.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Metropolitan Planning Organization Capital Improvement projects and 1999 General Obligation Street Improvement Bond projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY 05-10 Capital Improvement Program Budget. Funds in the amount of \$22,980.00 are available from the project's design contingency and funds in the amount of \$18,878.58 are available from 1999 General Obligation Street Improvement Bond funds and are appropriated and authorized payable to Maestas & Bailey, Inc.

COORDINATION

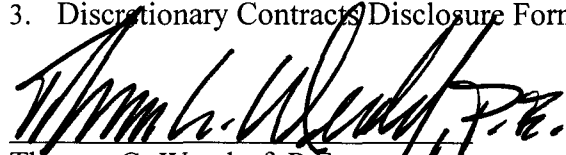
This request for ordinance has been coordinated with the Office of Management and Budget, the City Attorney's Office, the Finance Department, and the Texas Department of Transportation.

SUPPLEMENTARY COMMENTS

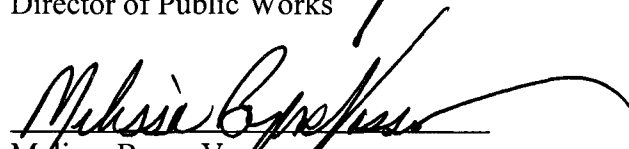
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

ATTACHMENTS


1. Project Map
2. Consultant's Proposal
3. Discretionary Contracts Disclosure Form



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

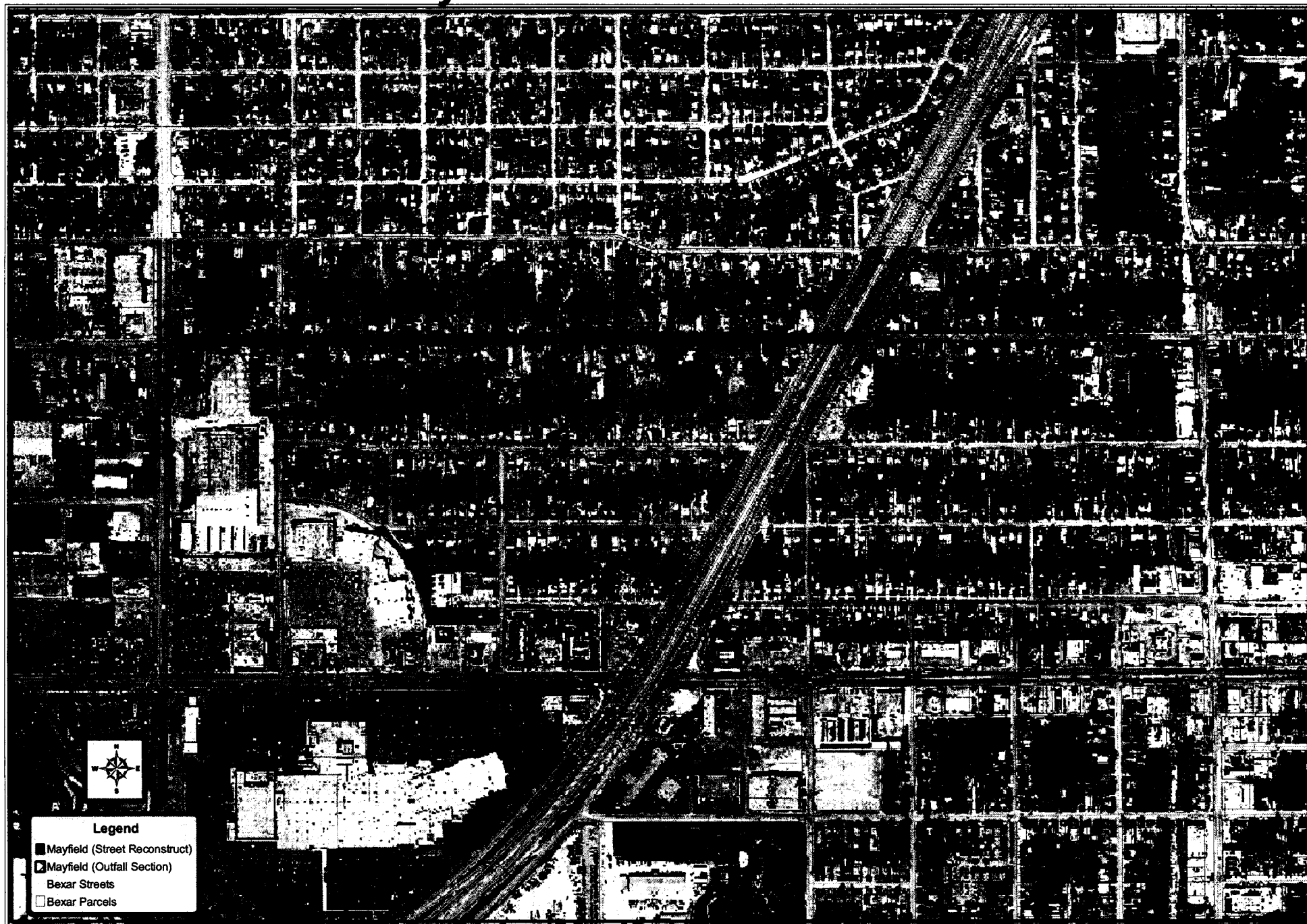


Melissa Byrne Vossmer
Assistant City Manager



J. Rolando Bono
City Manager

Mayfield--IH 35 to Zarzamora



MAESTAS & BAILEY, INC.

Consulting Engineers

Civil • Drainage • Construction Management

July 21, 2005

Mr. Samuel Hutchins, P.E.
Capital Projects, Project Manager
City of San Antonio
Department of Public Works
P.O. Box 839966
San Antonio, TX 78283-3966

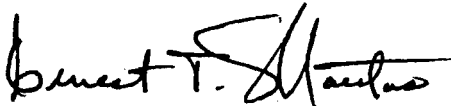
RE: Mayfield – Zarzamora to IH 35

Dear Mr. Hutchins:

This letter is our proposal for additional services and cost associated with lowering the storm drainage system and rehabilitation of Mayfield east of IH 35. Our proposal for the additional services is \$41,858.58. A spreadsheet detailing the services to be provided and their associated cost is attached. We understand that all revision must be completed and submitted to TxDOT no later than August 15, 2005.

Maestas & Bailey, Inc. is grateful for the opportunity to be of service to the City of San Antonio for this project. If you have any questions please call us.

Sincerely,
Maestas & Bailey, Inc.



Ernest T. Maestas, P.E.

attachments

PR#1000007436 7/22/05

518 EAST RAMSEY, SUITE 204
210/366-1988

FAX 210/366-1980

SAN ANTONIO, TEXAS 78216
E-mail: mbi@mbice.com

Mayfield: Zarzamora to IH 35
Proposed Adjustment to Engineering Fee

Justification: Revisions to plans requested by TxDOT. Revisions included; design of siphon for storm sewer crossing under IH 35; possible lowering of storm sewer from IH 35 to outfall at Commerical Channel; reconstruction of Mayfield east of IH 35 to include new curbs and sidewalks, driveways and pavement section; subsurface investigations to determine elevations of 36" RCP storm drain in southbound frontage road median of IH 35 and of telephone, gas and water utilities located at box culvert at Commerical Channel and revision to Phasing plans to combine sanitary sewer and storm sewer construction. Reconstruction of Mayfield will not include any drainage, new top of curb elevations will match existing top of curb elevations as much as possible and new sidewalks will be 4' wide, placed behind curb as per existing conditions. Proposed pavement section for Mayfield east of IH 35 will be 5" ATB with 2" Typ C (Surface).

TASK	TASK DESCRIPTION	Prin	Proj. Mgr.	Proj. Engr.	Cadd Tech3	Cadd Tech2	Cadd Tech1	Clerical	Total Hours	Total
	Hourly Rates	\$116.63	\$116.63	\$116.63	\$59.09	\$45.10	\$31.10	\$34.21		
1.0	Coordination with TxDOT			4					4	\$ 466.52
2.0	Coordination with CoSA			8					8	\$ 933.04
3.0	Modify Storm Sewer Modeling & Calculations			8	12				20	\$ 1,642.12
4.0	Revise Quantities			16	24	12	8		60	\$ 4,074.24
5.0	Develop Roadway Cross Sections			4	24				28	\$ 1,884.68
6.0	Place utility information on profiles & x-sections				1		4		5	\$ 183.49
7.0	Revise Construction Time Schedule			8						\$ 933.04
8.0	Prepare Construction Cost Estimate			4					4	\$ 466.52
9.0	QA/QC review		2	8	2	4	4		20	\$ 1,589.28
10.0	Assemble plans /furnish review set		2				8	2	12	\$ 550.48
11.0	Address Review Comments			3	6		2		11	\$ 766.63
12.0	Revision to Sheets									\$ -
12.1	Sheet 2 - Index of Sheets				1				1	\$ 59.09
12.2	Sheet 6 - Proposed Typical Sections Sheet 1 of 1						1		1	\$ 31.10
12.3	Sheet 10 - Grading and Removal Summaries			1	1				2	\$ 175.72
12.4	New Sheet - Earthwork Summary for Mayfield (East)						0.5		0.5	\$ 15.55
12.5	New Sheet - Driveway Summary for Mayfield (East)			1	16				17	\$ 1,062.07
12.6	Sheet 12 - Drainage Summary						0.5		0.5	\$ 15.55
12.7	Sheet 13 - Small Sign Summary				6		4		10	\$ 478.94
12.8	Sheets 19 thru 24 - TCP Typical Sections			1		8			9	\$ 477.43
12.9	Sheets 25 & 25A - Sequence of Work Narrative			4			0.5		4.5	\$ 482.07
12.10	Sheets 26 thru 38 - TCP Phasing Layouts			2	4	4	8		18	\$ 898.82
12.11	Sheet 68 - Zone Quantities			1	1	2			4	\$ 265.92
12.12	Sheet 78 thru 81 - Roadway Plan and Profiles			8	24	8	8		48	\$ 2,960.80
12.13	Sheet 98 & 99 - Hydraulic Computations						0.5		0.5	\$ 15.55
12.14	Sheet 107 thru 112 - Drainag Plan and Profile			2		16	4		22	\$ 1,079.26
12.15	New Sheets (3) Siphon Box Details			24	16	4	40		84	\$ 5,168.96
	Total Hours	0	4	107	138	58	93	2	394	
	Total Engineering Fee									\$ 26,676.87

13.0	Utility locates by So-Deep, Inc.									
13.1	4 test holes at Box Culvert									\$ 10,797.73
13.2	1 test hole at IH 35									\$ 4,383.98
	Total for So-Deep									\$ 15,181.71

Total for Additional Services	\$ 41,858.58
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The Subsurface
Utility Engineering
Company

Company

Headquarters

8397 Euclid Avenue
Manassas Park,
VA 20111

Voice: 703.361.6005
Fax: 703.361.7587



Texas District Office

10203 Kotzebue
Suite 224
San Antonio, TX
78217

Voice: 210.829.7388
Fax: 210.829.7782

Additional branch
offices in:

Virginia Beach, VA
Philadelphia, PA
Fishersville, VA
Harrisburg, PA
Richmond, VA
Raleigh, NC
Macon, GA
Avenel, NJ
Akron, OH

and field offices in:
Charlotte, NC
Bend, OR
Peoria, IL

www.sodeep.com

Resumes and insight work
available upon request

July 20, 2005

Ernest T. Maestas, P.E.
Maestas & Bailey, Inc.
518 E. Ramsey, Suite 204
San Antonio, Texas 78216

RE: W. Mayfield Blvd.
City of San Antonio, Texas

Dear Ernie:

Thank you for contacting us. Per your request, this letter and its attachments constitute our proposal to provide Quality Level "A" (QL-A) subsurface utility engineering services on the referenced project.

The Cost Estimate section of the attachments has been broken down and presented as (2) separate "stand alone" estimates. The first applies to (4) test holes located in W. Mayfield Blvd., just west of an existing box culvert. The second applies to a single test hole located at W. Mayfield Blvd., in the vicinity of an existing south bound IH 35 exit ramp. The precise locations of all (5) test holes shall be as indicated on the plans provided to us during our 7/14/05 meeting.

We are proceeding with the understanding that costs associated with City of San Antonio permits may be waived for our work on this project. Please note that estimated costs associated with permit related/required items are based upon our previous experience. However, both City and TxDOT inspectors do have the authority to determine specific requirements on a case-by-case basis.

Rates quoted in our Cost Estimate reflect those currently approved by the Texas Department of Transportation's San Antonio District. You will only be billed for actual work performed/services provided. We will not exceed our Total Estimated Cost(s) without written authorization from Maestas & Bailey, Inc.

We look forward to serving you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

Michael E. Rice
Director – Special Projects

Attachments

SCOPE OF WORK: QUALITY LEVEL "A" SERVICES W. MAYFIELD BLVD. – SAN ANTONIO, TX

Quality Level "A" (Test Hole) Services: Provides the precise horizontal and vertical locations of utilities, at specific points. Data is typically obtained through the employment of minimally intrusive vacuum excavation equipment to expose "target" utilities at points of potential design conflict. Accuracy is typically set at 0.05' vertical and to applicable horizontal survey standards.

In performing Quality Level "A" (QL-A) services hereunder, So-Deep shall:

1. Provide all equipment, personnel and supplies required to perform its QL-A services. So-Deep shall determine which equipment, personnel and supplies are required to perform such services.
2. Investigate site conditions.
3. Obtain permits from city, county, state or other municipalities as necessary to allow So-Deep to work in existing streets, roadways and Right Of Ways. However, So-Deep shall not be responsible to obtain permits for other excavating or boring work that is not performed by So-Deep pursuant to this Agreement.
4. Sweep proposed conflicts with appropriate surface geophysical equipment and perform surveying procedures as necessary to "set-up" test holes.
5. Excavate test holes to expose the utility to be measured in such a manner that insures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, So-Deep shall comply with applicable utility damage prevention laws and coordinate with utility inspectors, as required. Excavations will be performed through the application of specially developed vacuum excavation equipment and certain hand digging methods that are non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, So-Deep will so notify the client.
6. Investigate, evaluate, measure and record a) horizontal and vertical location of the top and/or bottom of the "target" utility, referenced to project datum, b) elevation of existing grade over the utility, at the test hole, referenced to project datum, c) outside diameter of pipes under 18" I.D. and d) configuration of non-encased, multi-conduit systems. References to project datum shall maintain vertical tolerances to +/- .05' based on benchmarks shown on So-Deep's deliverables and horizontal tolerances to applicable surveying standards.
7. Furnish and install a recoverable marker directly above the centerline of the "target" utility exposed in each test hole. Document offset distances wherever circumstances prevent placement of a marker directly over utility centerline.
8. Backfill around the exposed facility using screened, sifted or select material. Excavations will be backfilled and compacted in lifts. Compaction will comply with permit requirements, if any, and patching depth will equal or exceed 1½ times the thickness of the original paving, up to eighteen (18) inches.
9. Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as reasonably possible to the condition that existed prior to excavation.

SCOPE OF WORK: QUALITY LEVEL "A" (CONT.)

10. Evaluate and compare field information with utility information described in utility records and resolve conflicts.
11. Plot horizontal location and, if applicable, profile view of utility on project plans, profiles, and/or cross sections provided by the client.
12. Compile information described in Subparagraph 6 using So-Deep's automated systems and QA/QC procedures.
13. If requested, provide a CADD compatible design file containing critical information on each test hole. This file shall use the cell library, feature codes and other specifications of the client.
14. Final review and certification (seal) of proprietary Test Hole Certification Form(s) by a staff Professional Engineer, licensed in The State of Texas, who is in responsible charge.
15. Return and review certification forms, project plans and plotted test hole locations with the appropriate project manager or engineer.
16. So-Deep will provide all services to the prevailing standard of care applicable in the subsurface utility engineering profession.

With respect to the above services, So-Deep, the client and/or other members of the project team will need to work together to accomplish certain peripheral tasks necessary to accomplish the work. Specifically, the client and/or other members of the project team shall be responsible to:

1. Assist in coordination activities as necessary to facilitate the expeditious completion of the work.
2. Provide copies of all utility records and related information collected during the course of their work. (Received)
3. Provide the names and contact information for utility owner representatives as necessary.
4. Provide to So-Deep, plan sheets depicting property/ROW lines, existing and proposed features, utility information, etc. (Received)
5. Provide a listing of existing horizontal and vertical control points located throughout the project. Listings shall include the description, location, assigned elevation and coordinate values for each point.
6. Recover, re-establish and/or establish additional control points as necessary to provide a minimum of (2) intervisible horizontal and vertical control points in those areas where test holes have been selected. Our Cost Estimate does not typically anticipate the need to run traverses or level loops between existing control points.

**COST ESTIMATE: QUALITY LEVEL "A" SERVICES
WEST MAYFIELD BLVD.
CITY OF SAN ANTONIO, TEXAS**

W. Mayfield at Box Culvert - (4) Test Holes

Direct Labor

Project Manager - (20) Hours @ \$ 137.00 <u>Per Hour</u> *	\$ 2,740.00
Field Supervisor - (20) Hours @ \$ 96.00 <u>Per Hour</u> *	\$ 1,920.00
Field Technician - (40) Hours @ \$ 80.00 <u>Per Hour</u> *	\$ 3,200.00
CADD Technician - (6) Hours @ \$ 84.00 <u>Per Hour</u>	\$ 504.00
Professional Engineer - (3) Hours @ \$132.00 <u>Per Hour</u>	\$ 396.00
Clerical - (1) Hour @ \$ 65.73 <u>Per Hour</u>	\$ 65.73
Sub-Total:	\$ 8,825.73

Other Direct Costs

Vacuum Excavation Truck - (20) Hours @ \$ 25.60 <u>Per Hour</u> *	\$ 512.00
Equipped Support Vehicle - (100) Miles @ \$ 0.405 <u>Per Mile</u> *	\$ 40.50
Permits, Bonds, Insurance & Inspection Fees - At Cost**	\$ 250.00
Permit Required Traffic Control - At Cost**	\$ 560.00
Permit/Inspector Required Select Backfill & Paving Restoration - At Cost**	\$ 500.00
Express or Overnight Mail - At Cost	\$ 60.00
Reproduction of Plans and Deliverables - At Cost	\$ 50.00
Sub-Total:	\$ 1,972.50

Total Estimated Cost: Mayfield @ Box Culvert \$ 10,798.23

<p align="center">COST ESTIMATE: QUALITY LEVEL "A" SERVICES WEST MAYFIELD BLVD. (CONT.)</p>
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W. Mayfield at South Bound IH 35 - (1) Test Hole

Direct Labor

Project Manager - (6) Hours @ \$ 137.00 <u>Per Hour</u> *	\$ 822.00
Field Supervisor - (10) Hours @ \$ 96.00 <u>Per Hour</u> *	\$ 960.00
Field Technician - (20) Hours @ \$ 80.00 <u>Per Hour</u> *	\$ 1,600.00
CADD Technician - (2) Hours @ \$ 84.00 <u>Per Hour</u>	\$ 168.00
Professional Engineer - (1) Hours @ \$132.00 <u>Per Hour</u>	\$ 132.00
Clerical - (1) Hour @ \$ 65.73 <u>Per Hour</u>	\$ 65.73
Sub-Total:	\$ 3,747.73

Other Direct Costs

Vacuum Excavation Truck - (10) Hours @ \$ 25.60 <u>Per Hour</u> *	\$ 256.00
Equipped Support Vehicle - (50) Miles @ \$ 0.405 <u>Per Mile</u> *	\$ 20.25
Permits, Bonds, Insurance & Inspection Fees - At Cost**	\$ 50.00
Permit Required Traffic Control - At Cost**	\$ 100.00
Permit/Inspector Required Select Backfill & Paving Restoration - At Cost**	\$ 100.00
Express or Overnight Mail - At Cost	\$ 60.00
Reproduction of Plans and Deliverables - At Cost	\$ 50.00
Sub-Total:	\$ 636.25

Total Estimated Cost: Mayfield @ S.B. IH 35 \$ 4,383.98

* Charged portal-to-portal from our San Antonio, TX office

** Requirements for these items are determined by individual City of San Antonio inspectors or the Texas Department of Transportation on a case-by-case basis. Therefore, actual costs may vary from those estimated. The actual costs associated with these items will be billed "at cost".

Note:

This Cost Estimate is based upon best available information. You will only be billed for actual work performed/services provided.. We will not exceed our Total Estimated Cost without written authorization from Maestas & Bailey, Inc.

CONTRACTUAL INFORMATION

The accuracy of subsurface data can be influenced by factors beyond our control, such as conductivity of materials and their surroundings, moisture, proximity of other underground utilities or structures, depth, etc. Therefore, only the accuracy of subsurface utility data that is obtained by actual physical verification (through vacuum excavation or otherwise) and shown on So-Deep's certification forms can be guaranteed to applicable surveying/ engineering standards. Markings placed on the ground by So-Deep, Inc. are not to be used for excavation purposes. The use of information provided by So-Deep, Inc. does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations.

So-Deep, Inc. will exert its best efforts to overcome unforeseen contingencies, but all commitments are subject to weather or other conditions reasonably beyond our control. We will not exceed our estimate without prior written authorization from Maestas & Bailey, Inc.

Payment for work performed is due within ten (10) days of receipt of your payment from the City of San Antonio, Texas. Unless otherwise agreed, a one-and-one-half percent (1½%) per month service charge will apply to past due payments and So-Deep will be entitled to court costs and reasonable attorneys' fees if collection proceedings are necessary. If the work is canceled prior to completion, So-Deep will be paid for the percentage of the work completed prior to the notice of cancellation, plus any costs incurred in preparing to provide the service.

Prices quoted are good for thirty (30) days.

The foregoing proposal has been prepared to offer you quality services at competitive prices. We have taken into consideration our normal administrative costs. However, if significant revisions or substitutions to the proposal are suggested which require additional involvement by our contracts or legal departments, then we reserve the right to add reasonable Administrative and Attorney Fees to our price proposal. Furthermore, consideration of such revisions or substitutions may delay our mobilization and start of work.

AUTHORIZATION

If this proposal is accepted, we will utilize properly trained and qualified personnel to provide services. We will employ appropriate techniques and methods to obtain and provide the data and information specified. All services will be completed in a timely and workmanlike manner, and in accordance with applicable professional standards. Any services outside of the Scope of Work that may add additional costs will be performed only with your prior approval.

We trust that the foregoing is responsive to your request for proposal and that the terms and conditions defined herein meet with your satisfaction. If so, please sign and return this proposal to So-Deep, Inc. If not, please contact the undersigned to discuss any changes that may be desired.

SO-DEEP, INC.



Michael E. Rice

Director - Special Projects

7/20/05

Date

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

ACCEPTED:

Printed / Typed Name
Meastas & Bailey, Inc.

Date

Signature

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract:

Maestas & Bailey, Inc.

(2) Identify any individual or business entity which is a *partner, parent* or *subsidiary* business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

Ernest T. Maestas, P.E.
Tom C. Bailey, P.E.

(3) Identify any individual or business entity that would be a *subcontractor* on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

So-Deep, Inc.

(4) Identify any *lobbyist* or *public relations firm* employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Mr. Ernest Maestas	Mr. Lyle Larson	\$100.00	10/23/03

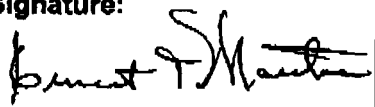
(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: 	Title: President Company or D/B/A: Maestas & Bailey, Inc.	Date: August 17, 2005
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.