

ORDINANCE 2022-06-23-0509

APPROVING AN AMENDMENT IN THE INCREASED AMOUNT NOT TO EXCEED \$1,353,016.00 TO THE \$1,402,500.00 CIVIL ENGINEERING DESIGN SERVICES CONTRACT WITH ARDURRA GROUP, INC. (FORMERLY LNV ENGINEERS), OF WHICH \$1,052,734.00 WILL BE FUNDED BY THE CITY, \$163,000.00 WILL BE FUNDED BY BEXAR COUNTY AND \$137,282.00 WILL BE REIMBURSED BY SAWS FOR ADDITIONAL DESIGN PHASE SERVICES FOR THE DESIGN OF AN EXTENSION OF THE BULVERDE ROAD FROM GREEN SPRING TO REDLAND ROAD; AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND BEXAR COUNTY IN AN AMOUNT NOT TO EXCEED \$1,615,257.13 FOR THE DESIGN, ENVIRONMENTAL AND CONSTRUCTION MANAGEMENT COSTS ASSOCIATED WITH THE BULVERDE ROAD DRAINAGE AND ROADWAY; AND AUTHORIZING THE APPROPRIATION AND AMENDING OF THE FY 2022 – FY 2027 CAPITAL IMPROVEMENT PROGRAM WITH FUNDS IN THE AMOUNT OF \$1,615,257.13 FROM BEXAR COUNTY TO THE BULVERDE ROAD PROJECT FOR DESIGN AND CONSTRUCTION OF BULVERDE ROAD IMPROVEMENTS FROM GREEN SPRING TO REDLAND ROAD.

* * * * *

WHEREAS, on May 6, 2017, voters approved the 2017 Bond Program, which authorized \$17,000,000.00 for the street improvements for the Bulverde Road Phase 1 from Butterleigh Drive to North of Quiet Meadow Street project located in Council District 10 for the reconstruction and widening of Bulverde Road including curbs, sidewalks, driveway improvements, traffic signals, and drainage improvements; and

WHEREAS, further evaluation of the current project budget, progress made to date and anticipated completion of Phase 1 of Bulverde Road project, it was determined there is sufficient funding within the current project's budget to complete the design of the Bulverde Road (Green Spring to Redland Road) 2022 Bond Project, a continuation of the 2017 Bond Bulverde Road Phase 1 (Butterleigh Drive to North of Quiet Meadow Street) Project; and

WHEREAS, on October 5, 2017, City Council approved professional services contracts for the 2017 General Obligation Bond Program and the FY 2018 Capital Budget. As part of the 2017-2022 Bond Civil Engineering Services mass selection contract awards, LNV, Inc. was assigned the Bulverde Road Phase 1 project located in Council District 10; and

WHEREAS, the proposed amendment for additional civil engineering design services will increase the contract by \$1,353,016.00 to a total contract amount of \$2,755,516.00. There have been no previous amendments to this contract; and

WHEREAS, this amendment will compensate Ardurra Group, Inc. (formerly LNV Engineers) for the design of the Bulverde Road (Green Spring to Redland Road) 2022 Bond Project, a

continuation of the 2017 Bond Bulverde Road Phase 1 (Butterleigh Drive to North of Quiet Meadow Street) Project; and

WHEREAS, Bexar County approved and initiated Civil Engineering Design Services for the Bulverde Road Drainage and Roadway project located within the project limits of the Bulverde Road (Green Spring to Redland Road) 2022 Bond project; and

WHEREAS, this project was included in the Bexar Regional Watershed Management Program between the County, City, and the San Antonio River Authority; and

WHEREAS, this project will provide roadway improvements as included in the 2022 Bond project consisting of roadway reconstruction, sidewalks, curbs, driveway approaches, drainage, bicycle facilities and other applicable improvements within available funding; and

WHEREAS, the project will also provide unflooded access on Bulverde Road near the Elm Waterhole Creek, located in an existing FEMA floodplain. This agreement allows the City to manage the design and construction of the County's Bulverde Road project along with City's 2022 Bond Bulverde Road (Green Spring to Redland Road) project; and

WHEREAS, the project construction began in April 2021 and is expected to be completed in February 2023; and

WHEREAS, this item will also appropriate and amend the FY 2022 – FY 2027 Capital Improvement Program with funds in the amount of \$1,615,257.13 from Bexar County to the Bulverde Road project for design and construction of Bulverde Road improvements from Green Spring to Redland Road; and

WHEREAS, ordinance approves an amendment in the increased amount not to exceed \$1,353,016.00 to the \$1,402,500.00 Civil Engineering Design Services Contract with Ardurra Group, Inc. (formerly LNV Engineers), of which \$1,052,734.00 will be funded by the City, \$163,000.00 will be funded by Bexar County and \$137,282.00 will be reimbursed by SAWS for additional design phase services for the design of an extension of the Bulverde Road from Green Spring to Redland Road; and approves an Interlocal Agreement between the City of San Antonio and Bexar County in an amount not to exceed \$1,615,257.13 for the design, environmental and construction management costs associated with the Bulverde Road drainage and roadway; and authorizes the appropriation and amending of the FY 2022 – FY 2027 Capital Improvement Program with funds in the amount of \$1,615,257.13 from Bexar County to the Bulverde Road project for design and construction of Bulverde Road improvements from Green Spring to Redland Road; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or his designee is hereby authorized to execute an Amendment to the Civil Engineering Design Services Contract with Ardurra Group, Inc. (formerly LNV Engineers) in an amount not to exceed \$1,353,016.00,), of which \$1,052,734.00 will be funded by the City, \$163,000.00 will be funded by Bexar County and \$137,282.00 will be reimbursed by SAWS for additional design phase services for the design of an extension of the Bulverde Road

from Green Spring to Redland Road, attached hereto as **Exhibit I**, and authorizes the appropriation and amending of the FY 2022 – FY 2027 Capital Improvement Program with funds in the amount of \$1,615,257.13 from Bexar County to the Bulverde Road project for design and construction of Bulverde Road improvements from Green Spring to Redland Road.

SECTION 2. The City Manager or designee, or the Director of the Public Works Department or designee, is authorized to execute an Interlocal Agreement between the City of San Antonio and Bexar County. Upon acceptance of the Interlocal Agreement funds in an amount not to exceed \$1,615,257.13 are authorized to be received from Bexar County, attached hereto as **Exhibit II**.

SECTION 3. Upon acceptance of the funds \$1,615,257.13 is appropriated and authorized to be transferred to Fund 45099000 General Obligation Capital Projects, Project 23-03867 Bulverde Road Phase 2 (Green Spring to Redland Road)

SECTION 4. The budget in Project 23-03867 shall be revised by increasing the WBS 23-03867-90-07 with GL 4502280 and WBS 23-003867-06-01-02-xx with GL 5201270 each by \$1,615,257.13.

SECTION 5. Payment is authorized to be encumbered and made payable to Ardurra Group, Inc. (formerly LNV Engineers) in an amount not to exceed \$1,353,016.00. Payment is in support of the Bulverde Road Phase 2 (Green Spring to Redland Road) Project using Fund 45099000 with the WBS element 23-03867-06-01-02-xx and GL account 5201270. Funding for this project is provided by GO Bonds, and Bexar County and is in the FY2022-FY2027 CIP Budget as amended above. Reimbursement of \$137,282.00 will be received from SAWS.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 7. This Ordinance shall be effective upon passage by eight affirmative votes; otherwise, it shall be effective on the tenth day after passage.

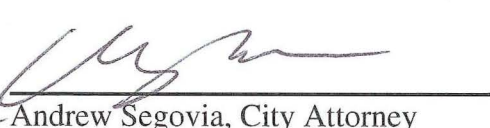
PASSED AND APPROVED this 23rd day of June, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council A Session Meeting June 23, 2022

19.

2022-06-23-0509

Ordinance approving an amendment in the increased amount not to exceed \$1,353,016.00 to the \$1,402,500.00 Civil Engineering Design Services Contract with Ardurra Group, Inc. (formerly LNV Engineers), of which \$1,052,734.00 will be funded by the City, \$163,000.00 will be funded by Bexar County and \$137,282.00 will be reimbursed by SAWS for additional design phase services for the design of an extension of the Bulverde Road from Green Spring to Redland Road; and approving an Interlocal Agreement between the City of San Antonio and Bexar County in an amount not to exceed \$1,615,257.13 for the design, environmental and construction management costs associated with the Bulverde Road drainage and roadway; and authorizing the appropriation and amending of the FY 2022 – FY 2027 Capital Improvement Program with funds in the amount of \$1,615,257.13 from Bexar County to the Bulverde Road project for design and construction of Bulverde Road improvements from Green Spring to Redland Road. [Roderick Sanchez, Assistant City Manager; Razi Hosseini, Director, Public Works]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Pelaez, Courage, Perry

Absent: Sandoval

Exhibit I

Amendment

**AMENDMENT
TO
CIVIL ENGINEERING DESIGN SERVICES CONTRACT
FOR ADDITIONAL SERVICES FOR THE
BULVERDE ROAD PHASE 1
(BUTTERLEIGH DRIVE TO NORTH OF QUIET MEADOW STREET)
PROJECT NUMBER: 23-01565-06**

This amendment to the Civil Engineering Design Services Contract for Bulverde Road Phase 2 (Green Spring to Redland Road) 2022 Bond Project, an extension of the Bulverde Road Phase 1 (Butterleigh Drive to North of Quiet Meadow Street) 2017 Bond Project authorized by **Ordinance No. 2022-_____**, is entered into by and between the **City of San Antonio ("City")**, a home rule municipal corporation, and **Ardurra Group, Inc. (formerly LNV Engineers) ("Consultant")**, referred to collectively herein as the "Parties".

WHEREAS, on May 6, 2017, voters approved the 2017 Bond Program which authorized \$17,000,000.00 for the street improvements for the Bulverde Road Phase 1 (Butterleigh Drive to North of Quiet Meadow Street) project located in Council District 10 for the reconstruction and widening of Bulverde Road including curbs, sidewalks, driveway improvements, traffic signals, and drainage improvements ("Original Agreement"); and

WHEREAS, with further evaluation of the current project budget, it was determined current project savings may be utilized to begin the design of proposed Bulverde Road Phase 2 (Green Spring to Redland Road) 2022 Bond Project, an extension of the Bulverde Road Phase 1 (Butterleigh Drive to North of Quiet Meadow Street) 2017 Bond Project; and

WHEREAS, the project construction began in April 2021 and is expected to be completed in February 2023; and

WHEREAS, the project requires additional design phase services for the proposed Bulverde Road Phase 2 (Green Spring to Redland Road) 2022 Bond Project, an extension of the Bulverde Road Phase 1 (Butterleigh Drive to North of Quiet Meadow Street) in the increased amount not to exceed **\$1,353,016.00**; and

WHEREAS, of this amendment amount, **\$137,282.00** will be reimbursed by San Antonio Water System (SAWS); and

WHEREAS, it is necessary to amend the Original Agreement to add additional engineering design phase services for the project modifications; and

WHEREAS, this amendment increases the total contract capacity by **\$1,353,016.00** to provide for the cost of the additional design phase services;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement is amended as follows:

1. **Attachment 1 - Fee Summary.** The not-to-exceed contract amount set out in Attachment 1 – Fee Summary of the Original Agreement is hereby increased by **ONE MILLION THREE**

HUNDRED FIFTY-THREE THOUSAND SIXTEEN AND 00/100 DOLLARS (\$1,353,016.00) as shown in Attachment 2 for a total not-to-exceed contract amount of TWO MILLION SEVEN HUNDRED FIFTY FIVE THOUSAND FIVE HUNDRED SIXTEEN AND 00/100 DOLLARS (\$2,755,516.00).

2. **Attachment 2.** The 2022 31 01 Ardurra Group, Inc. (formerly LNV Engineers) signed proposal attached hereto as Attachment 2 is hereby incorporated into and made a part of Attachment 1 of the Original Agreement.
3. **Attachment 3.** The Design Proposal (Project Work Plan) attached hereto as Attachment 3 is hereby incorporated into and made a part of Attachment 1 of the Original Agreement.
4. **Attachment 4.** The Fee Summary and Timeline attached hereto as Attachment 4 is hereby incorporated into and made a part of Attachment 1 of the Original Agreement.
5. **Attachment 5.** The SAWS Design Proposal and Approval Letter attached hereto as Attachment 5 is hereby incorporated into and made a part of Attachment 1 of the Original Agreement.

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

Ardurra Group, Inc.

(Signature)

Razi Hosseini, P.E., R.P.L.S.
Director/City Engineer
Public Works Department
Date: _____

DocuSigned by:

Byron Sanderfer

(Signature)

Printed Name: Byron Sanderfer
Title: Regional Public Works Practice Director
Date: 2/17/2022

Approved as to Form:

Assistant City Attorney

ATTACHMENT 1

Fee Summary of the Original Agreement

FEE SUMMARY AND TIMELINE FOR CIVIL ENGINEERING DESIGN SERVICES 2012-2017 BOND PROGRAM

Project Name: Bulverde Road Phase 1
Project Number: 23-05165
Project Manager: Sean D. Strong, P.E.

Summary of Not-to-Exceed Contract Amount

| | |
|---------------------------------------|-----------------------|
| COSA Basic Design Services | \$997,500.00 |
| COSA Additional Services / Allowances | \$405,000.00 |
| Total Not-to-Exceed Amount | \$1,402,500.00 |

COSA Fee Breakdown and Timeline for Basic Design Services

| Activity | Fee | Timeline in Calendar Days |
|--|---------------------|---------------------------|
| Preliminary Engineering Report | \$0.00 | N/A |
| 40% Design | \$332,438.50 | 120 |
| 70% Design | \$297,834.25 | 70 |
| 95% Design | \$225,583.25 | 45 |
| Bid Phase Services | \$30,388.25 | 30 |
| Construction Phase Services | \$94,250.25 | 720 |
| Project Closeout | \$17,005.50 | - |
| Total Basic Design Services Fee | \$997,500.00 | |

Additional Services and Allowances Breakdown

| | |
|---|---------------------|
| Terra Design Group (Landscape Architect) | \$20,000.00 |
| Plats and Field Notes (\$2,500 per Parcel) (Estimated 10 Parcels) | \$25,000.00 |
| Subsurface Utility Engineering (SUE) (Estimate 20 Locations) | \$40,000.00 |
| Additional Engineering Services | \$30,000.00 |
| LOMR | \$40,000.00 |
| Environmental Support | \$10,000.00 |
| Utility Design | \$240,000.00 |
| Total Additional Services and Allowances | \$405,000.00 |

Fee Summary and Timeline
 Bulverde Road Phase 1
 (Project Number 23-05165)

December 15, 2017
 Page 1 of 1

ATTACHMENT 2

The 2022 31 01 Ardurra Group, Inc. (formerly LNV Engineers) signed proposal



January 31, 2022

Sean Strong, P.E.
Senior Engineer
City of San Antonio
Public Works Department
100 W. Houston Street, 15th Floor
San Antonio, Texas 78205

Re: Proposal for Engineering Services
Bulverde Road Phase 2 (Green Spring to Redland Road)

Dear Mr. Strong,

Ardurra Group, Inc. is pleased to submit this fee proposal for engineering design services to the City of San Antonio (CoSA) for the Bulverde Road Phase 2 Project from Green Spring to Redland Road.

Ardurra will complete this work in the total amount of \$1,353,016 with the basic design services at \$898,275 and the additional services/allowances at \$454,741. A breakdown of the fee is in Attachment "A": Fee Summary and Timeline for Design Phase Services. Ardurra proposes to complete this work in accordance with the CoSA Design Guidance Manual except for the items listed in the scope exclusions and modifications, see Attachment B.

We look forward to working with you on this important project. If you have any questions or comments, please feel free to contact me at bsanderfer@ardurra.com or at 210.822.2232.

Sincerely,
Ardurra Group, Inc.
TBPE Firm No. F-10053

Byron Sanderfer, P.E., CFM
Regional Public Works Practice Director

Attachment: Attachment "A", Fee Summary and Timeline for Design Phase Services
Attachment "B", Scope Exclusions and Modifications

ATTACHMENT A

Fee Summary and Timeline for Design Phase Services

Project Name: Bulverde Road Phase II

Date: January 24, 2022

Prepared By: Ardurra Group, Inc.

Scope of Work: Reconstruct Bulverde Road from Green Springs to Redland

| Activity | Timeline in Calendar Days | Pricing |
|----------------------------|---------------------------|------------|
| 20% Utility Meeting | | \$ 21,143 |
| 1. Ardurra | | \$ 4,414 |
| 2. YPR | | \$ 16,729 |
| 40% Design Phase | 120 | \$ 277,202 |
| 1. Ardurra | | \$ 177,105 |
| 2. Halff (Task) | | \$ 82,800 |
| 3. SSA (Task) | | \$ 13,312 |
| 4. YPR | | \$ 3,985 |
| 70% Design Phase | 70 | \$ 269,152 |
| 1. Ardurra | | \$ 154,429 |
| 2. Halff (Task) | | \$ 76,265 |
| 3. SSA (Task) | | \$ 27,368 |
| 4. YPR | | \$ 11,090 |
| 95% Design Phase | 45 | \$ 193,981 |
| 1. Ardurra | | \$ 126,162 |
| 2. Halff (Task) | | \$ 44,255 |
| 3. SSA (Task) | | \$ 16,324 |
| 4. YPR | | \$ 7,240 |
| Bid Phase | 30 | \$ 27,132 |
| 1. Ardurra | | \$ 19,119 |
| 2. Halff (Task) | | \$ 4,200 |
| 3. SSA (Task) | | \$ 3,813 |
| Project Close-Out | 30 | \$ 15,336 |
| 1. Ardurra | | \$ 13,106 |
| 2. SSA (Task) | | \$ 2,230 |
| Construction Phase | 510 | \$ 94,329 |
| 1. Ardurra | | \$ 85,632 |
| 2. Halff (Task) | | \$ 6,690 |
| 3. SSA (Task) | | \$ 2,007 |
| BASE FEE TOTAL | 805 | \$ 898,275 |

| | | |
|---|--|--------------|
| Additional Services, Allowances & Design Contingency | | |
| 1. Preliminary Design Phase | | \$ 49,000 |
| 2. Plats and Field Notes for ROW Acquisition (\$3,500 per Parcel) (Est. 8 Parcels) (Ardurra) | | \$ 28,000 |
| 3. Geotechnical and Pavement Design (Rock) | | \$ 20,194 |
| 4. Subsurface Utility Engineering (SUE) Level A (\$2,000 per Location) (Est. 20 Locations) (Rios) | | \$ 40,000 |
| 5. Subsurface Utility Engineering (SUE) Level B (Rios) | | \$ 9,550 |
| 6. CLOMR (Halff) | | \$ 46,890 |
| 7. LOMR (Halff) | | \$ 33,650 |
| 8. WPAP (Halff) | | \$ 45,200 |
| 9. Traffic Study (AC Group) | | \$ 5,175 |
| 10. Traffic Signal Warrant Study (AC Group) | | \$ 4,800 |
| 11. Utility Design and Coordination (Ardurra/Mendez) | | \$ 137,282 |
| 12. Environmental Coordination | | \$ 10,000 |
| 13. Design Contingency | | \$ 25,000 |
| ADDITIONAL SERVICES TOTAL | | \$ 454,741 |
| GRAND TOTAL | | \$ 1,353,016 |

ATTACHMENT 3
The Design Proposal (Project Work Plan)

See attachment - 3. Design Proposal Project Work Plan

ATTACHMENT 4

The Fee Summary and Timeline

ATTACHMENT A

Fee Summary and Timeline for Design Phase Services

Project Name: Bulverde Road Phase II

Date: January 24, 2022

Prepared By: Ardurra Group, Inc.

Scope of Work: Reconstruct Bulverde Road from Green Springs to Redland

| Activity | Timeline in Calendar Days | Pricing |
|----------------------------|---------------------------|-------------------|
| 20% Utility Meeting | | \$ 21,143 |
| 1. Ardurra | | \$ 4,414 |
| 2. YPR | | \$ 16,729 |
| 40% Design Phase | 120 | \$ 277,202 |
| 1. Ardurra | | \$ 177,105 |
| 2. Halff (Task) | | \$ 82,800 |
| 3. SSA (Task) | | \$ 13,312 |
| 4. YPR | | \$ 3,985 |
| 70% Design Phase | 70 | \$ 269,152 |
| 1. Ardurra | | \$ 154,429 |
| 2. Halff (Task) | | \$ 76,265 |
| 3. SSA (Task) | | \$ 27,368 |
| 4. YPR | | \$ 11,090 |
| 95% Design Phase | 45 | \$ 193,981 |
| 1. Ardurra | | \$ 126,162 |
| 2. Halff (Task) | | \$ 44,255 |
| 3. SSA (Task) | | \$ 16,324 |
| 4. YPR | | \$ 7,240 |
| Bid Phase | 30 | \$ 27,132 |
| 1. Ardurra | | \$ 19,119 |
| 2. Halff (Task) | | \$ 4,200 |
| 3. SSA (Task) | | \$ 3,813 |
| Project Close-Out | 30 | \$ 15,336 |
| 1. Ardurra | | \$ 13,106 |
| 2. SSA (Task) | | \$ 2,230 |
| Construction Phase | 510 | \$ 94,329 |
| 1. Ardurra | | \$ 85,632 |
| 2. Halff (Task) | | \$ 6,690 |
| 3. SSA (Task) | | \$ 2,007 |
| BASE FEE TOTAL | 805 | \$ 898,275 |

| | | |
|---|-----------|------------------|
| Additional Services, Allowances & Design Contingency | | |
| 1. Preliminary Design Phase | \$ | 49,000 |
| 2. Plats and Field Notes for ROW Acquisition (\$3,500 per Parcel) (Est. 8 Parcels) (Ardurra) | \$ | 28,000 |
| 3. Geotechnical and Pavement Design (Rock) | \$ | 20,194 |
| 4. Subsurface Utility Engineering (SUE) Level A (\$2,000 per Location) (Est. 20 Locations) (Rios) | \$ | 40,000 |
| 5. Subsurface Utility Engineering (SUE) Level B (Rios) | \$ | 9,550 |
| 6. CLOMR (Halff) | \$ | 46,890 |
| 7. LOMR (Halff) | \$ | 33,650 |
| 8. WPAP (Halff) | \$ | 45,200 |
| 9. Traffic Study (AC Group) | \$ | 5,175 |
| 10. Traffic Signal Warrant Study (AC Group) | \$ | 4,800 |
| 11. Utility Design and Coordination (Ardurra/Mendez) | \$ | 137,282 |
| 12. Environmental Coordination | \$ | 10,000 |
| 13. Design Contingency | \$ | 25,000 |
| ADDITIONAL SERVICES TOTAL | \$ | 454,741 |
| GRAND TOTAL | \$ | 1,353,016 |

ATTACHMENT 5

The SAWS Design Proposal and Approval Letter



December 7, 2021

Sean Strong, P.E.
Project Manager - TCI
City of San Antonio (COSA)
114 W. Commerce
San Antonio, Texas 78205

Re: Bulverde Phase II (Green Springs to Redland Road)
2017-2022 Bond
Work Order No. 42.0 – Approval of PFS
SAWS Water Job No. 21-5046
SAWS Sewer Job No. 21-5543

Dear Mr. Strong,

Ardurra Group, Inc. proposal dated December 2, 2021, a copy of which is attached, for performing the Basic Engineering services along with Additional services for the above referenced project has been approved and accepted. Payment will be made per Section 2 – Method of Payment under the compensation for Professional Services section of attachment 5. Please forward a copy of the approved design schedule for our records.

The following is a breakdown of the fee:

Basic Engineering Services:

| Design Phase | \$ Water Fee | \$ Sewer Fee | \$ Total Fee | Days |
|--------------------|-----------------|-----------------|------------------|------------|
| Additional Service | | \$22,178 | \$22,178 | |
| 40% Design Phase | \$17,020 | \$21,042 | \$38,062 | 120 |
| 70% Design Phase | \$9,662 | \$16,168 | \$25,830 | 70 |
| 95% Design Phase | \$7,289 | \$10,378 | \$17,667 | 45 |
| Bid Design Phase | \$5,670 | \$5,949 | \$11,619 | 30 |
| Construction | \$6,727 | \$8,324 | \$15,051 | TBD |
| Close Out | \$3,427 | \$3,448 | \$6,875 | 20 |
| TOTAL | \$49,795 | \$87,487 | \$137,282 | 285 |

Additional Engineering Services: Sewage Collection Systems (SCS) Plan

It is understood that the fee as approved provides for all engineering services outlined in the SAWS Scope of Services, Attachment 5, to the City of San Antonio engineering contract, whether individually stated in the fee proposal or not. It is our understanding that the initial survey required for the design of SAWS facilities, as defined under the Base Mapping section of the Design Guidance Manual, has been included in the City's proposal. It is further understood that the design of SAWS facilities will be done in conformance with the requirements in the Design Guidance Manual.

You are hereby authorized to proceed with these services in conjunction with the city schedule.

Should additional information be required, please contact me at (210) 233-3734, or Stephen Morales, E.I.T. at (210) 233-3857, or Miranda Castillo at (210) 233-3943.

Sincerely,

Dustin Bolzle, P.E.
Project Engineer - Pipelines

Attachment
Copy of Proposal

Cc: Gail Hamrick-Pigg, P.E., Director - SAWS
Herminia C. Bittle, PE, Manager- SAWS
Stephen Morales, E.I.T. – SAWS
Miranda Castillo – SAWS
Byron Sanderfer, P.E. – Ardurra Group, Inc.
File



December 2, 2021

Dustin Bolzle, P.E.
Project Engineer – Pipelines
San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212

Re: Proposal for Engineering Services
Bulverde-Phase II: Green Springs to Redland Road
SAWS Water Job No. 21-5046
SAWS Sewer Job No. 21-5543

Dear Mr. Bolzle,

Ardurra Group, Inc. (Ardurra) is pleased to submit this lump sum proposal for engineering services to the San Antonio Water System for the above referenced project. We understand that this work will be joint bid and joint design with the City of San Antonio (COSA). We propose to perform work as described in "Attachment 5 - SAWS 2017 Bond Scope of Services" of the COSA Professional Service Agreement.

The Basic Service Fee of \$137,282 is based upon Attachment "A", SAWS Fee Breakdown – Mendez, Attachment "B", SAWS Fee Breakdown – Ardurra. The scope of services, Attachments "A" and "B" are based on SAWS Scoping Letter dated October 27, 2021. It is understood that these design services are based on a percent of construction estimate for water and sewer adjustments, which is estimated at \$68,549.43 for the water portion and \$849,390.86 for the sewer portion, see attached cost estimates within the corresponding attachment. It is understood that should the COSA project limits change the SAWS facilities in the revised limits shall be evaluated to determine if the SAWS scope of work has been impacted. If additional water and sewer adjustments are required during design then Ardurra will provide a fee amendment to include the change in scope of work.

We propose a lump sum fee to be paid as shown in the table below. Payment will be made as work is completed and approved by SAWS to include 40% plans, 70% plans, 95% plans, Bidding, Construction Services and Closeout Phase.

| Phase | \$ Water Fee | \$ Sewer Fee | Calendar Days |
|---------------------------|-----------------|-----------------|---------------|
| Base Fee | | | |
| Design Phase 40% | \$17,020 | \$21,042 | 120 |
| Design Phase 70% | \$9,662 | \$16,168 | 70 |
| Design Phase 95% | \$7,289 | \$10,378 | 45 |
| Bid Phase | \$5,670 | \$5,949 | 30 |
| Construction Phase | \$6,727 | \$8,324 | TBD |
| Close Out Phase | \$3,427 | \$3,448 | 20 |
| Base Fee Sub-Total | \$49,795 | \$65,309 | 285 |



December 2, 2021
Page 2 of 2

| Phase | \$ Water Fee | \$ Sewer Fee | Calendar Days |
|--------------------------|-----------------|-----------------|---------------|
| Additional Services | | | |
| SCS Plan | | \$22,178 | |
| Overall Fee Total | \$49,795 | \$87,487 | |

SAWS schedule of completion and production will be in phase with COSA's proposed design and advertising schedule.

Should you have any questions, please feel free to give me a call.

Sincerely,
Ardurra Group, Inc.
TBPE Firm No. F-10053



Byron Sanderfer

Byron Sanderfer, P.E., CFM
Regional Public Works Practice Director

Cc: Sean Strong, P.E., CoSA Project Manager

Attachments: Attachment A – SAWS Sewer Fee Breakdown – Mendez
Attachment B – SAWS Water Fee Breakdown – Ardurra

ATTACHMENT A

MENDEZ ENGINEERING

November 18, 2021
December 1, 2021 (Revised)

Mr. Byron Sanderfer, P.E.
Regional Public Works Practice Director
Ardurra
8918 Tesoro Drive, Suite 401
San Antonio, TX 78217

Re: Bulverde Road Phase 2
Green Spring to Redland Road
SAWS Water Job Number: 21-5046
SAWS Sewer Job Number: 21-5543
Mendez Engineering – Scope of Work and Fee Proposal

Dear Mr. Sanderfer:

As requested, Mendez Engineering is pleased to provide a scope and fee proposal for professional services associated with the above reference project. A summary of our services is included as follows Scope of Services (Attachment A), and Fee Breakdown (Attachment B). Our lump sum fee for the project is **\$121,122.00**.

Our scope and fee is based on our understanding of the project per our coordination with Ardurra on November 2, 2021 which consists of the following:

Water Main Replacements

- Approximately 262 LF of 12-inch asbestos cement pipe along Bulverde Road from the end of the proposed relocation in Phase I

Sewer Main Replacements

- Approximately 395 LF of 42-inch reinforce concrete pipe along Bulverde Road from SSMH 60634 to SSMH 60635
- Approximately 396 LF of 42-inch reinforce concrete pipe along Bulverde Road from SSMH 60635 to SSMH 60636

If there are any questions or further assistance is required, please do not hesitate to contact me by phone or email.

Sincerely,



Marcus G. Cantu, PE, PACP
Director of Infrastructure | Mendez Engineering

1.0– BASIC SERVICES ATTACHMENT A

Task 1.1: Project Management

Mendez Engineering (Engineer) will provide project management tasks which include:

- a. Development and monitoring of project tasks, schedule, and progress reports
- b. Project initiation and administrative – contracting, schedule, and monthly invoicing

Task 1.2: 40% Design Phase

Activities under this task include: [PLEASE SEE TASKS IDENTIFIED IN ATTACHMENT B]

Deliverables: An electronic pdf file of (40%) design plans, and an Engineer's opinion of probable, Utility Conflict Matrix, and SAWS QA/QC Checklists.

Task 1.3: 70% Design Phase

Activities under this task include: [PLEASE SEE TASKS IDENTIFIED IN ATTACHMENT B]

Deliverables: An electronic pdf file of (70%) design plans, and an Engineer's opinion of probable, Utility Conflict Matrix, and SAWS QA/QC Checklists, and 40% submittal review comments with responses.

Task 1.4: 95% Design Phase

Activities under this task include: [PLEASE SEE TASKS IDENTIFIED IN ATTACHMENT B]

Deliverables: An electronic pdf file of (95%) design plans, and an Engineer's opinion of probable, Utility Conflict Matrix, and SAWS QA/QC Checklists, Change of Service form, specifications, and 70% submittal review comments with responses.

Task 1.5: Final (100%) Phase Services/Bid Phase

Activities under this task include: [PLEASE SEE TASKS IDENTIFIED IN ATTACHMENT B]

Deliverables: An electronic pdf file of final (100%) design plans, final Engineer's opinion of probable, Utility Conflict Matrix, and SAWS QA/QC Checklists, Change of Service form, specifications, and 95% submittal review comments with responses.

Task 1.6: Construction and Closeout Phase Services

Activities under this task include: [PLEASE SEE TASKS IDENTIFIED IN ATTACHMENT B]

2.0 – SUPPLEMENTAL SERVICES

Task 1.7: Texas Commission on Environmental Quality (TCEQ) Organized Sewage Collection Systems (SCS) Permit Application

- a. Preparation of the SCS Permit Application
- b. Geological Assessment review and coordinate as necessary
- c. TCEQ coordination for scheduling Administrative and Technical Reviews

- Confirm and incorporate any new regulations
- Implement any existing guidelines updates
- d. Prepare and submit for the Administrative Review
 - Includes meeting with TCEQ representative(s) for application completion
 - Address any comments, as necessary
- e. Prepare and submit to SAWS for review
 - Review and address comments from SAWS review
- f. Prepare and submit for Technical Review
 - Review and address any comments from TCEQ Technical Review
 - Finalize SCS Application and includes preparation of comment response log justifying all revisions
- g. Prepare and submit SCS Permit Fee
- h. Obtain SCS Permit approval and provide the appropriate documentation to SAWS
- i. Prepare and submit a certification letter to TCEQ San Antonio Regional Office certifying wastewater lines have passed all required testing

3.0 – ASSUMPTIONS FOR BASIC ENGINEERING SERVICES

The Engineer's scope of services and fee proposal are based on the following assumptions:

- a. Project is identified as water and waste water replacement as part of CoSA Bulverde Phase II Project – Green Spring to Redland Road, design by Ardurra. Mendez Engineering project limits (Project) of water and sewer replacement are as follows:
 - Water Main Replacements
 - Approximately 262 LF of 12-inch asbestos cement pipe along Bulverde Road from the end of the proposed relocation in Phase I
 - Sewer Main Replacements
 - Approximately 395 LF of 42-inch reinforce concrete pipe along Bulverde Road from SSMH 60634 to SSMH 60635
 - Approximately 396 LF of 42-inch reinforce concrete pipe along Bulverde Road from SSMH 60635 to SSMH 60636
- b. Project will joint bid with CoSA, SAWS design schedule will match with CoSA design schedule and letting schedule.
- c. Construction duration for Project is estimated at 3 months, which is basis for development of construction phase services. If additional construction duration time is needed, Mendez Engineering will provide scope and fee proposal for additional construction phase services.
- d. All drawings will be prepared on 11" X 17" half size, B size drawings. Drawings will be provided to Ardurra in AutoCAD format.
- e. An SCS Permit will be required and prepared by Mendez Engineering for TCEQ due to Project limits within Edwards Aquifer Recharge Zone.

4.0 – BASIS OF COMPENSATION

Refer to Attachment B, for Professional Services Fee and detailed man-hour breakdown.

5.0 – SCHEDULE

A schedule will be provided once the notice to proceed (NTP) is issued.

**FEE ESTIMATE FOR
SAWS Bulverde Phase II Project
ATTACHMENT B**

ATTACHMENT A

| ITEM NO. | Project Name: SAWS Bulverde Road Phase II | No. Sheets | Principal | QA/QC Manager | Sr Project Manager | Project Manager | Sr Project Engineer | Project Engineer II | Project Engineer I | Designer | CADD Designer | CADD Technician | Admin | TOTAL COST |
|----------|---|------------|-----------|---------------|--------------------|-----------------|---------------------|---------------------|--------------------|-----------|---------------|-----------------|----------|--------------|
| | Date: December, 2021 (Revised) | | | | | | | | | | | | | |
| | Prepared By: Marcus G. Cantu, PE, PACP | | | | | | | | | | | | | |
| | | | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | |
| | | | \$ 193.00 | \$ 190.00 | \$ 188.00 | \$ 169.00 | \$ 138.00 | \$ 128.00 | \$ 122.00 | \$ 119.00 | \$ 107.00 | \$ 92.00 | \$ 71.00 | |
| | TASK | HOURS | | | | | | | | | | | | |
| | Project Management | 0 | 0 | 0 | 0 | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | \$3,450.00 |
| | 1. Water Design - Project Management | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | \$ 1,725.00 |
| 1.1 w | Development and Monitoring of Project Tasks and Schedule, Progress Reports | | | | | 4 | | | | | | | | \$ 672.00 |
| 1.2 w | Project Initiation & Administration - Contract/Schedule/Invoicing | | | | | 5 | | | | | | | 3 | \$ 1,053.00 |
| | 2. Sewer Design - Project Management | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | \$ 1,725.00 |
| 2.1 s | Development and Monitoring of Project Tasks and Schedule, Progress Reports | | | | | 4 | | | | | | | | \$ 672.00 |
| 2.2 s | Project Initiation & Administration - Contract/Schedule/Invoicing | | | | | 5 | | | | | | | 3 | \$ 1,053.00 |
| | | | | | | | | | | | | | | |
| | 40% Design Phase | 11 | 0 | 7 | 12 | 41 | 0 | 71 | 74 | 0 | 26 | 0 | 0 | \$31,372.00 |
| | 1. Water Design - 40% Design Phase | 5 | 0 | 3 | 6 | 20 | 0 | 25 | 33 | 0 | 13 | 0 | 0 | \$ 13,675.00 |
| 1.1 w | Obtain, review, and implement the latest rules and regulations, specifications, special specifications, ordinances, codes, TCEQ, EPA, and any other pertinent governing entity requirements for the development of design plans and supporting documents. | | | | | 1 | | 2 | | | | | | \$ 424.00 |
| 1.2 w | Design Coordination with Ardurra, SAWS, CoSA | | | | 4 | 4 | | | | | | | | \$ 1,424.00 |
| 1.3 w | Review Record Drawings & Block Maps | | | | | 1 | | 2 | 4 | | | | | \$ 912.00 |
| 1.4 w | Perform Site Visit / Field Reconnaissance to Review Survey and Record Drawings | | | | | 2 | | 2 | 1 | | | | | \$ 714.00 |
| 1.5 w | Utility Coordination, Assist with Developing Utility Conflict Matrix | | | | | 1 | | 1 | 3 | | | | | \$ 662.00 |
| 1.6 w | Develop Title Block, General Notes, Summary of Quantities, and Overall Utility Layout Sheets | 4 | | | | 2 | | 4 | 16 | | 8 | | | \$ 3,656.00 |
| 1.7 w | Develop Water Plan Sheet at 1" = 40' (H) | 1 | | | | 1 | | 4 | 8 | | 4 | | | \$ 2,084.00 |
| 1.8 w | Tabulate Quantities and Include Quantity Table Per Sheet | | | | | 1 | | 1 | | | 1 | | | \$ 403.00 |
| 1.9 w | Develop Engineer's Opinion of Probable Construction Cost (OPCC) | | | | | 1 | | 4 | | | | | | \$ 600.00 |
| 1.10 w | Prepare SAWS QA/QC Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.11 w | QA/QC Review | | | 3 | 1 | 1 | | | | | | | | \$ 926.00 |
| 1.12 w | Prepare 40% Design Submittal | | | | | 1 | | | 1 | | | | | \$ 290.00 |
| 1.13 w | Prepare and Attend SAWS 40% Workshop Meeting (Includes Developing Meeting Minutes) | | | | 1 | 2 | | | | | | | | \$ 524.00 |
| 1.14 w | Address SAWS 40% Comments/Redlines and Prepare Comment Response Sheet | | | | | 2 | | 4 | | | | | | \$ 842.00 |
| | 2. Sewer Design - 40% Design Phase | 6 | 0 | 4 | 6 | 21 | 0 | 46 | 41 | 0 | 13 | 0 | 0 | \$17,667.00 |
| | | | | | | | | | | | | | | |
| 2.1 s | Obtain, review, and implement the latest rules and regulations, specifications, special specifications, ordinances, codes, TCEQ, EPA, and any other pertinent governing entity requirements for the development of design plans and supporting documents. | | | | | 1 | | 2 | | | | | | \$ 424.00 |
| 2.2 s | Design Coordination with Ardurra, SAWS, CoSA | | | | 4 | 4 | | | | | | | | \$ 1,424.00 |

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ATTACHMENT B

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FEE ESTIMATE FOR SAWS Bulverde Phase II Project ATTACHMENT B

ATTACHMENT A

| ITEM NO. | Project Name: SAWS Bulverde Road Phase II Date: December, 2021 (Revised) Prepared By: Marcus G. Cantu, PE, PACP | No. Sheets | Principal | QA/QC Manager | Sr Project Manager | Project Manager | Sr Project Engineer | Project Engineer II | Project Engineer I | Designer | CADD Designer | CADD Technician | Admin | TOTAL COST |
|----------|---|---------------|-----------|------------------|-----------------------|--------------------|------------------------|------------------------|-----------------------|-----------|------------------|--------------------|----------|---------------|
| | | | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | |
| | | | \$ 193.00 | \$ 190.00 | \$ 188.00 | \$ 169.00 | \$ 138.00 | \$ 128.00 | \$ 122.00 | \$ 119.00 | \$ 107.00 | \$ 92.00 | \$ 71.00 | |
| 2.3 s | Review Record Drawings & Block Maps | | | | | 1 | | 2 | 4 | | | | | \$ 912.00 |
| 2.4 s | Perform Site Visit / Field Reconnaissance to Review Survey and Record Drawings | | | | | 2 | | 2 | 1 | | | | | \$ 714.00 |
| 2.5 s | Utility Coordination, Assist with Developing Utility Conflict Matrix | | | | | 1 | | 2 | 4 | | | | | \$ 912.00 |
| 2.6 s | Develop Title Block, General Notes, Summary of Quantities, and Overall Utility Layout Sheets | 4 | | | | 1 | | 4 | 8 | | 4 | | | \$ 2,084.00 |
| 2.7 s | Develop Sewer Plan & Profile Sheets at 1" = 40' (H), 1" = 5' (V) | 2 | | | | 2 | | 16 | 24 | | 8 | | | \$ 6,168.00 |
| 2.8 s | Tabulate Quantities and Include Quantity Table Per Sheet | | | | | 1 | | 2 | | | 1 | | | \$ 531.00 |
| 2.9 s | Develop Engineer's Opinion of Probable Construction Cost (OPCC) | | | | | 1 | | 8 | | | | | | \$ 1,192.00 |
| 2.10 s | Prepare SAWS QA/QC Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 2.11 s | QA/QC Review | | | 4 | 1 | 1 | | | | | | | | \$ 1,118.00 |
| 2.12 s | Prepare 40% Design Submittal | | | | | 1 | | 1 | | | | | | \$ 298.00 |
| 2.13 s | Prepare and Attend SAWS 40% Workshop Meeting (Includes Developing Meeting Minutes) | | | | 1 | 2 | | | | | | | | \$ 524.00 |
| 2.14 s | Address SAWS 40% Comments/Redlines and Prepare Comment Response Sheet | | | | | 3 | | 6 | | | | | | \$ 1,272.00 |
| | 70% Design Phase | 14 | 0 | 5 | 7 | 35.5 | 0 | 49 | 47 | 0 | 22 | 0 | 0 | \$ 22,590.00 |
| | 1. Water Design - 70% Design Phase | 6 | 0 | 2 | 3 | 16 | 0 | 18 | 12 | 0 | 6 | 0 | 0 | \$ 8,042.00 |
| 1.1 w | Design Coordination with Ardura, SAWS, CoSA | | | | 2 | 2 | | | | | | | | \$ 712.00 |
| 1.2 w | Utility Coordination, Update Utility Conflict Matrix | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.3 w | SUE Coordination | | | | | 1 | | 1 | | | 1 | | | \$ 403.00 |
| 1.4 w | Update Title Block, General Notes, Summary of Quantities, and Overall Utility Layout Sheets | 4 | | | | 1 | | 2 | 4 | | 2 | | | \$ 1,126.00 |
| 1.5 w | Update Water Plan Sheet 1" = 40' (H) | 1 | | | | 1 | | 2 | 4 | | 2 | | | \$ 1,126.00 |
| 1.6 w | Develop Details | 1 | | | | 1 | | 2 | 4 | | | | | \$ 912.00 |
| 1.7 w | Update Quantities and Quantity Table Per Sheet | | | | | 1 | | 1 | | | 1 | | | \$ 403.00 |
| 1.8 w | Update Engineer's Opinion of Probable Construction Cost (OPCC) | | | | | | | 4 | | | | | | \$ 680.00 |
| 1.9 w | Prepare SAWS QA/QC Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.10 w | QA/QC Review | | | 2 | 1 | 1 | | | | | | | | \$ 736.00 |
| 1.11 w | Prepare 70% Design Submittal | | | | | 1 | | | | | | | | \$ 168.00 |
| 1.12 w | Perform Walk-Through with SAWS Engineer(s) to Review 70% Design | | | | | 2 | | | | | | | | \$ 336.00 |
| 1.13 w | Prepare and Attend SAWS 70% Workshop Meeting (Includes Developing Meeting Minutes) | | | | | 2 | | | | | | | | \$ 336.00 |
| 1.14 w | Address SAWS 70% Comments/Redlines and Prepare Comment Response Sheet | | | | | 2 | | 4 | | | | | | \$ 848.00 |
| | 2. Sewer Design - 70% Design Phase | 8 | 0 | 3 | 4 | 19.5 | 0 | 31 | 35 | 0 | 16 | 0 | 0 | \$ 14,548.00 |
| 2.1 s | Design Coordination with Ardura, SAWS, CoSA | | | | 3 | 3 | | | | | | | | \$ 1,068.00 |
| 2.2 s | Utility Coordination, Update Utility Conflict Matrix | | | | | | | 1 | | | | | | \$ 128.00 |

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ATTACHMENT B

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FEE ESTIMATE FOR SAWS Bulverde Phase II Project ATTACHMENT B

ATTACHMENT A

| ITEM NO. | Project Name: SAWS Bulverde Road Phase II Date: December, 2021 (Revised) Prepared By: Marcus G. Cantu, PE, PACP | No. Sheets | Principal | QA/QC Manager | Sr Project Manager | Project Manager | Sr Project Engineer | Project Engineer II | Project Engineer I | Designer | CADD Designer | CADD Technician | Admin | TOTAL COST |
|----------|---|---------------|-----------|------------------|-----------------------|--------------------|------------------------|------------------------|-----------------------|-----------|------------------|--------------------|----------|---------------------|
| | | | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | |
| | | | \$ 193.00 | \$ 190.00 | \$ 188.00 | \$ 189.00 | \$ 138.00 | \$ 128.00 | \$ 122.00 | \$ 119.00 | \$ 107.00 | \$ 92.00 | \$ 71.00 | |
| 2.3 s | SUE Coordination | | | | | 1 | | 1 | | | 1 | | | \$ 403.00 |
| 2.4 s | Update Title Block, General Notes, Summary of Quantities, and Overall Utility Layout Sheets | 4 | | | | 1 | | 2 | 8 | | 4 | | | \$ 1,028.00 |
| 2.5 s | Update Sewer Plan & Profile Sheets at 1" = 40' (H), 1" = 5' (V) | 2 | | | | 2 | | 8 | 12 | | 4 | | | \$ 3,252.00 |
| 2.6 s | Develop Sanitary Sewer Bypass Plans | 1 | | | | 2 | | 4 | 8 | | 3 | | | \$ 2,145.00 |
| 2.7 s | Develop Details | 1 | | | | 1 | | 4 | 6 | | 2 | | | \$ 1,626.00 |
| 2.8 s | Update Quantities and Quantity Table Per Sheet | | | | | 1 | | 2 | | | 2 | | | \$ 638.00 |
| 2.9 s | Update Engineer's Opinion of Probable Construction Cost (OPCC) | | | | | 1 | | 4 | | | | | | \$ 680.00 |
| 2.10 s | Prepare SAWS QA/QC Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 2.11 s | QA/QC Review | | | 3 | 1 | 1 | | | | | | | | \$ 928.00 |
| 2.12 s | Prepare 70% Design Submittal | | | | | 1 | | | 1 | | | | | \$ 290.00 |
| 2.13 s | Perform Walk-Through with SAWS Engineer(s) to Review 70% Design | | | | | 1.5 | | | | | | | | \$ 252.00 |
| 2.14 s | Prepare and Attend SAWS 70% Workshop Meeting (Includes Developing Meeting Minutes) | | | | | 2 | | | | | | | | \$ 336.00 |
| 2.15 s | Address SAWS 70% Comments/Redlines and Prepare Comment Response Sheet | | | | | 2 | | 4 | | | | | | \$ 848.00 |
| | | | | | | | | | | | | | | |
| | 95% Design Phase | 15 | 0 | 4 | 5 | 24 | 0 | 38 | 20 | 0 | 13 | 0 | 0 | \$ 14,427.00 |
| | 1. Water Design - 95% Design Phase | 7 | 0 | 2 | 2 | 11 | 0 | 15 | 5 | 0 | 5 | 0 | 0 | \$ 5,669.00 |
| 1.1 w | Design Coordination with Ardura, SAWS, CoSA | | | | 1 | 1 | | | | | | | | \$ 356.00 |
| 1.2 w | Utility Coordination, Update Utility Conflict Matrix | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.3 w | Update Title Block, General Notes, Summary of Quantities, and Overall Utility Layout Sheets | 4 | | | | 1 | | 1 | 2 | | 2 | | | \$ 754.00 |
| 1.4 w | Update Water Plan Layout Sheet 1" = 40' (H) | 1 | | | | 1 | | 1 | 2 | | 2 | | | \$ 754.00 |
| 1.5 w | Update Details | 1 | | | | | | 1 | | | 1 | | | \$ 235.00 |
| 1.6 w | Update Quantities and Quantity Table Per Sheet | 1 | | | | 1 | | 1 | | | | | | \$ 296.00 |
| 1.7 w | Update Engineer's Opinion of Probable Construction Cost (OPCC) | | | | | 1 | | 2 | | | | | | \$ 424.00 |
| 1.8 w | Prepare Change of Service Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.9 w | Prepare SAWS QA/QC Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.10 w | Prepare Technical Specifications, Special Conditions, and General Provisions | | | | | 2 | | 4 | | | | | | \$ 848.00 |
| 1.11 w | QA/QC Review | | | 2 | 1 | 1 | | | | | | | | \$ 736.00 |
| 1.12 w | Prepare 95% Design Submittal | | | | | 1 | | | 1 | | | | | \$ 290.00 |
| 1.13 w | Prepare and Attend SAWS 95% Workshop Meeting (Includes Developing Meeting Minutes) | | | | | 1 | | | | | | | | \$ 168.00 |
| 1.14 w | Address SAWS 95% Comments/Redlines and Prepare Comment Response Sheet | | | | | 1 | | 2 | | | | | | \$ 424.00 |
| | 2. Sewer Design - 95% Design Phase | 8 | 0 | 2 | 3 | 13 | 0 | 23 | 15 | 0 | 8 | 0 | 0 | \$ 8,758.00 |
| 2.1 s | Design Coordination with Ardura, SAWS, CoSA | | | | 2 | 2 | | | | | | | | \$ 712.00 |

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ATTACHMENT B

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**FEE ESTIMATE FOR
SAWS Bulverde Phase II Project
ATTACHMENT B**

ATTACHMENT A

| ITEM NO. | Project Name: SAWS Bulverde Road Phase II Date: December, 2021 (Revised) Prepared By: Marcus G. Cantu, FE, PACP | No. Sheets | Principal | QA/QC Manager | Sr Project Manager | Project Manager | Sr Project Engineer | Project Engineer II | Project Engineer I | Designer | CADD Designer | CADD Technician | Admin | TOTAL COST |
|----------|---|---------------|--------------------|--------------------|-----------------------|--------------------|------------------------|------------------------|-----------------------|--------------------|--------------------|--------------------|-------------------|--------------------|
| | | | Hours \$ 193.00 | Hours \$ 190.00 | Hours \$ 188.00 | Hours \$ 168.00 | Hours \$ 138.00 | Hours \$ 128.00 | Hours \$ 122.00 | Hours \$ 119.00 | Hours \$ 107.00 | Hours \$ 92.00 | Hours \$ 71.00 | |
| 2.2 s | Utility Coordination, Update Utility Conflict Matrix | | | | | | | 1 | | | | | | \$ 128.00 |
| 2.3 s | Update Title Block, General Notes, Summary of Quantities, and Overall Utility Layout Sheets | 4 | | | | 1 | | 1 | 2 | | 1 | | | \$ 647.00 |
| 2.4 s | Update Plan & Profile Layout Sheets 1" = 40' (H) | 2 | | | | 1 | | 4 | 8 | | 4 | | | \$ 2,084.00 |
| 2.5 s | Update Sanitary Sewer Bypass Plans | 1 | | | | 1 | | 2 | 4 | | 2 | | | \$ 1,126.00 |
| 2.6 s | Update Details | 1 | | | | | | 1 | | | 1 | | | \$ 235.00 |
| 2.7 s | Update Quantities and Quantity Table Per Sheet | | | | | 1 | | 1 | | | | | | \$ 296.00 |
| 2.8 s | Update Engineer's Opinion of Probable Construction Cost (OPCC) | | | | | 1 | | 2 | | | | | | \$ 424.00 |
| 2.9 s | Prepare SAWS QA/QC Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 2.10 s | Prepare Technical Specifications, Special Conditions, and General Provisions | | | | | 2 | | 8 | | | | | | \$ 1,360.00 |
| 2.11 s | QA/QC Review | | | 2 | 1 | 1 | | | | | | | | \$ 736.00 |
| 2.12 s | Prepare 95% Design Submittal | | | | | 1 | | | 1 | | | | | \$ 290.00 |
| 2.13 s | Prepare and Attend SAWS 95% Workshop Meeting (Includes Developing Meeting Minutes) | | | | | 1 | | | | | | | | \$ 168.00 |
| 2.14 s | Address SAWS 95% Comments/Redlines and Prepare Comment Response Sheet | | | | | 1 | | 2 | | | | | | \$ 424.00 |
| | | | | | | | | | | | | | | |
| | Bid Phase | 15 | 0 | 0 | 4 | 17 | 0 | 27 | 10 | 0 | 4 | 3 | 1 | \$ 9,059.00 |
| | 1. Water Design - Bid Phase | 7 | 0 | 0 | 2 | 8.5 | 0 | 14 | 4 | 0 | 2 | 1 | 0 | \$ 4,390.00 |
| 1.1 w | Coordination with Ardura, SAWS, CoSA | | | | 1 | 1 | | | | | | | | \$ 356.00 |
| 1.2 w | Utility Coordination, Finalize Utility Conflict Matrix | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.3 w | Prepare and attend 100% Review Meeting (Includes Developing Meeting Minutes) | | | | 1 | | | | | | | | | \$ 168.00 |
| 1.4 w | Address Comments/Redlines from 100% Review Meeting | | | | 1 | | | 1 | 2 | | 2 | | | \$ 754.00 |
| 1.5 w | Finalize Signed & Sealed Plans | 7 | | | | 1 | | 2 | | | | | | \$ 424.00 |
| 1.6 w | Update Change of Service Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.7 w | Prepare SAWS QA/QC Form | | | | | | | 1 | | | | | | \$ 128.00 |
| 1.8 w | Review/Update Pre-Bid Agenda and Attend Pre-Bid Meeting | | | | 1 | 2 | | | | | | | | \$ 524.00 |
| 1.9 w | Prepare Signed & Sealed Addenda | | | | | 1 | | 4 | 2 | | | 1 | | \$ 1,016.00 |
| 1.10 w | Attend Bid Opening | | | | | 0.5 | | | | | | | | \$ 84.00 |
| 1.11 w | Prepare Bid Tabulation and Letter of Recommendation | | | | | 1 | | 4 | | | | | | \$ 600.00 |
| | 2. Sewer Design - Bid Phase | 8 | 0 | 0 | 2 | 8.5 | 0 | 13 | 6 | 0 | 2 | 2 | 1 | \$ 4,669.00 |
| 2.1 s | Coordination with Ardura, SAWS, CoSA | | | | 1 | 1 | | | | | | | | \$ 356.00 |
| 2.2 s | Utility Coordination, Finalize Utility Conflict Matrix | | | | | | | 1 | | | | | | \$ 128.00 |
| 2.3 s | Prepare and attend 100% Review Meeting (Includes Developing Meeting Minutes) | | | | 1 | | | | | | | | | \$ 168.00 |
| 2.4 s | Address Comments/Redlines from 100% Review Meeting | | | | 1 | | | 1 | 4 | | 2 | | | \$ 992.00 |

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ATTACHMENT B

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**FEE ESTIMATE FOR
SAWS Bulverde Phase II Project
ATTACHMENT B**

ATTACHMENT A

| ITEM NO. | Project Name: SAWS Bulverde Road Phase II Date: December, 2021 (Revised) Prepared By: Marcus G. Cantu, PE, PACP | No. Sheets | Principal | QA/QC Manager | Sr Project Manager | Project Manager | Sr Project Engineer | Project Engineer II | Project Engineer I | Designer | CADD Designer | CADD Technician | Admin | TOTAL COST |
|----------|---|---------------|-----------|------------------|-----------------------|--------------------|------------------------|------------------------|-----------------------|-----------|------------------|--------------------|----------|---------------|
| | | | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | |
| 2.5 s | Finalize Signed & Sealed Plans | 8 | \$ 103.00 | \$ 100.00 | \$ 188.00 | \$ 168.00 | \$ 138.00 | \$ 128.00 | \$ 122.00 | \$ 119.00 | \$ 107.00 | \$ 92.00 | \$ 71.00 | \$ 424.00 |
| 2.6 s | Prepare SAWS QA/QC Form | | | | | 1 | | 1 | | | | | | \$ 128.00 |
| 2.7 s | Review/Update Pre-Bid Agenda and Attend Pre-Bid Meeting | | | | 1 | 2 | | | | | | | | \$ 524.00 |
| 2.8 s | Prepare Signed & Sealed Addenda | | | | | 1 | | 4 | 2 | | | 2 | 1 | \$ 1,179.00 |
| 2.9 s | Attend Bid Opening | | | | | 0.5 | | | | | | | | \$ 84.00 |
| 2.10 s | Prepare Bid Tabulation and Letter of Recommendation | | | | | 1 | | 4 | | | | | | \$ 680.00 |
| | | | | | | | | | | | | | | |
| | Construction Phase | 0 | 0 | 0 | 6 | 34 | 0 | 43 | 0 | 0 | 1 | 0 | 0 | \$ 12,451.00 |
| | 1. Water Design - Construction Phase | 0 | 0 | 0 | 4 | 15 | 0 | 16 | 0 | 0 | 1 | 0 | 0 | \$ 5,427.00 |
| 1.1 w | Attend Pre-Construction Meeting & Develop Meeting Minutes | | | | 2 | 3 | | | | | | | | \$ 880.00 |
| 1.2 w | Site Visits (Three per Month) - Assume 1 Month Construction | | | | | 3 | | 3 | | | | | | \$ 888.00 |
| 1.3 w | Prepare Site Visit Reports | | | | | 1 | | 3 | | | | | | \$ 552.00 |
| 1.4 w | Review Material Submittals | | | | | 2 | | 4 | | | | | | \$ 848.00 |
| 1.5 w | Address RFI's and Change Orders | | | | | 2 | | 2 | | 1 | | | | \$ 699.00 |
| 1.6 w | Prepare RFP's, Independent Cost Estimate | | | | | 1 | | 4 | | | | | | \$ 600.00 |
| 1.7 w | Review Contractor's Pay Applications | | | | | 1 | | | | | | | | \$ 160.00 |
| 1.8 w | Substantial and Final Completion Inspection | | | | 2 | 2 | | | | | | | | \$ 712.00 |
| | 2. Sewer Design - Construction Phase | 0 | 0 | 0 | 2 | 19 | 0 | 27 | 0 | 0 | 0 | 0 | 0 | \$ 7,024.00 |
| 2.1 s | Site Visits (Three per Month) - Assume 2 Month Construction | | | | | 6 | | 6 | | | | | | \$ 1,778.00 |
| 2.2 s | Prepare Site Visit Reports | | | | | 2 | | 6 | | | | | | \$ 1,104.00 |
| 2.3 s | Review Material Submittals | | | | | 2 | | 4 | | | | | | \$ 848.00 |
| 2.4 s | Address RFI's and Change Orders | | | | | 3 | | 3 | | | | | | \$ 888.00 |
| 2.5 s | Prepare RFP's, Independent Cost Estimate | | | | | 2 | | 8 | | | | | | \$ 1,360.00 |
| 2.6 s | Review Contractor's Pay Applications | | | | | 2 | | | | | | | | \$ 336.00 |
| 2.7 s | Substantial and Final Completion Inspection | | | | 2 | 2 | | | | | | | | \$ 712.00 |
| | | | | | | | | | | | | | | |
| | Close Out Phase | 15 | 0 | 0 | 0 | 8 | 0 | 18 | 0 | 0 | 17 | 0 | 0 | \$ 5,595.00 |
| | 1. Water Design - Close Out Phase | 7 | 0 | 0 | 0 | 4 | 0 | 9 | 0 | 0 | 9 | 0 | 0 | \$ 2,787.00 |
| 1.1 w | Prepare Water Plan of Record | | | | | 2 | | 4 | | | 4 | | | \$ 1,276.00 |
| 1.2 w | Address SAWS Comments | | | | | 1 | | 3 | | | 4 | | | \$ 900.00 |
| 1.3 w | Finalize Water Plan of Record | 7 | | | | 1 | | 1 | | | 1 | | | \$ 403.00 |
| 1.4 w | Finalize Change of Service Form | | | | | | | 1 | | | | | | \$ 128.00 |
| | 2. Sewer Design - Close Out Phase | 8 | 0 | 0 | 0 | 4 | 0 | 10 | 0 | 0 | 8 | 0 | 0 | \$ 2,808.00 |
| 2.1 s | Prepare Sewer Plan of Record | | | | | 2 | | 5 | | | 5 | | | \$ 1,511.00 |

December 1, 2021 (Rev)

ATTACHMENT B

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**FEE ESTIMATE FOR
SAWS Bulverde Phase II Project
ATTACHMENT B**

ATTACHMENT A

| ITEM NO. | Project Name: SAWS Bulverde Road Phase II Date: December, 2021 (Revised) Prepared By: Marcus G. Cantu, PE, PACP | No. Sheets | Principal | QA/QC Manager | Sr Project Manager | Project Manager | Sr Project Engineer | Project Engineer II | Project Engineer I | Designer | CADD Designer | CADD Technician | Admin | TOTAL COST |
|----------|---|---------------|--------------------|--------------------|-----------------------|--------------------|------------------------|------------------------|-----------------------|--------------------|--------------------|--------------------|-------------------|---------------|
| | | | Hours \$ 193.00 | Hours \$ 190.00 | Hours \$ 188.00 | Hours \$ 168.00 | Hours \$ 138.00 | Hours \$ 128.00 | Hours \$ 122.00 | Hours \$ 119.00 | Hours \$ 107.00 | Hours \$ 92.00 | Hours \$ 71.00 | |
| 2.2 s | Address SAWS Comments | | | | | 1 | | 3 | | | 2 | | | \$ 766.00 |
| 2.1 s | Finalize Sewer Plan of Record | 8 | | | | 1 | | 2 | | | 1 | | | \$ 531.00 |
| | Supplemental Services | 0 | 0 | 0 | 0 | 16 | 0 | 110 | 32 | 0 | 8 | 0 | 0 | \$ 22,178.00 |
| | Preparation of TCEQ SCS Permit | | | | | 16 | | 110 | 32 | | 8 | | | \$ 21,528.00 |
| | TCEQ Permit Fees | | | | | | | | | | | | | \$ 650.00 |
| | OTHER (COMBINED) SUB-TOTAL | | | | | | | | | | | | | |
| | WATER SUB-TOTAL | | 0 | 7 | 17 | 83.5 | 0 | 97 | 54 | 0 | 38 | 1 | 3 | \$ 41,715.00 |
| | SEWER SUB-TOTAL | | 0 | 9 | 17 | 94 | 0 | 150 | 97 | 0 | 47 | 2 | 4 | \$ 57,229.00 |
| | SUPPLEMENTAL SERVICES SUB-TOTAL | | 0 | 0 | 0 | 16 | 0 | 110 | 32 | 0 | 8 | 0 | 0 | \$ 22,178.00 |
| | TOTAL FOR ENGINEERING FEE SAWS | | 0 | 16 | 34 | 193.5 | 0 | 357 | 183 | 0 | 91 | 3 | 7 | \$ 121,122.00 |

December 1, 2021 (Rev)

ATTACHMENT B

Page 6 of 6

ATTACHMENT A

SAN ANTONIO WATER SYSTEM
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
SAWS - Bulverde Phase II Project - OPCC Water
12/01/2021 (Revised)

SUBDIVISION NAME: Bulverde Road Phase 2 - Green Spring to Redland Road

ENGINEER: Mendez Engineering

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|------------------------------|---|------|-----|------------|-------------|
| 100.1 | MOBILIZATION (10%) | LS | 1 | \$5,960.82 | \$5,960.82 |
| 101.1 | PREPARING RIGHT OF WAY (5%) | LS | 1 | \$2,980.41 | \$2,980.41 |
| 413.2 | FLOWABLE BACKFILL (HIGH STRENGTH) | CY | 3 | \$165.00 | \$495.00 |
| 550.1 | TRENCH EXCAVATION SAFETY PROTECTION | LF | 276 | \$3.20 | \$883.20 |
| 814 | 12" DUCTILE IRON PIPE (WATERLINE, RESTRAINED AS REQUIRED) | LF | 276 | \$120.00 | \$33,120.00 |
| 836 | PIPE FITTINGS, ALL SIZES AND TYPES | TN | 1 | \$6,250.00 | \$6,250.00 |
| 840 | 12" WATER TIE-INS | EA | 2 | \$4,000.00 | \$8,000.00 |
| 841 | HYDROSTATIC TESTING | EA | 1 | \$1,774.00 | \$1,774.00 |
| 844 | 2" BLOWOFF, TEMPORARY | EA | 2 | \$1,583.00 | \$3,166.00 |
| 1020 | WATER MAIN BREAK, LEAK REPAIRS | EA | 1 | \$4,750.00 | \$4,750.00 |
| 3000 | HANDLING ASBESTOS CEMENT PIPE | LF | 26 | \$45.00 | \$1,170.00 |
| SUBTOTAL WATER IMPROVEMENTS: | | | | | \$68,549.43 |
| Contingency (0%) | | | | | \$0.00 |
| TOTAL WATER IMPROVEMENTS: | | | | | \$68,549.43 |

ATTACHMENT A

SAN ANTONIO WATER SYSTEM
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
SAWS - Bulverde Phase II Project - OPCC Sewer
12/01/2021 (Revised)

SUBDIVISION NAME: Bulverde Road Phase 2 - Green Spring to Redland Road

ENGINEER: Mendez Engineering

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|------------------------------|--|------|-----|-------------|--------------|
| 100.1 | MOBILIZATION (10%) | LS | 1 | \$73,860.08 | \$73,860.08 |
| 101.1 | PREPARING RIGHT OF WAY (5%) | LS | 1 | \$36,930.04 | \$36,930.04 |
| 550.1 | TRENCH EXCAVATION SAFETY PROTECTION | LF | 791 | \$3.20 | \$2,531.20 |
| 857 | 42-INCH FRP (ASTM D-3262) (PS 72) SANITARY SEWER LINE (14' TO 18') | LF | 791 | \$700.00 | \$553,700.00 |
| 850 | FIBER-REINFORCED SANITARY SEWER MANHOLE - TEE BASE FIBERGLASS | EA | 3 | \$25,000.00 | \$75,000.00 |
| 852 | FIBER-REINFORCED SANITARY SEWER MANHOLE - TEE BASE FIBERGLASS | VF | 30 | \$225.00 | \$6,750.00 |
| 858 | CONCRETE ENCASMENT, CRADLES, SADDLES, AND COLLARS | CY | 1 | \$170.00 | \$170.00 |
| 866 | SEWER MAIN PRE-TELEVISION INSPECTION | LF | 791 | \$5.75 | \$4,548.25 |
| 866 | SEWER MAIN POST TELEVISION INSPECTION (30" OR LARGER) | LF | 791 | \$4.30 | \$3,401.30 |
| 864-S1 | BYPASS PUMPING (SMALL DIAMETER SANITARY SEWER). | LS | 1 | \$27,500.00 | \$27,500.00 |
| 864-S2 | BYASS PUMPING (LARGE DIAMETER SANITARY SEWER) / PROJ. LOC. | LS | 1 | \$50,000.00 | \$50,000.00 |
| | CPS POLE BRACING ALLOWANCE | LS | 1 | \$15,000.00 | \$15,000.00 |
| SUBTOTAL WATER IMPROVEMENTS: | | | | | \$849,390.86 |
| Contingency (0%) | | | | | \$0.00 |
| TOTAL WATER IMPROVEMENTS: | | | | | \$849,390.86 |

**FEE ESTIMATE FOR
SAWS WORK
Attachment B**

| ITEM NO. | Project Name: Blueridge Road Phase II Date: 11/15/21 Prepared By: Byron Sandefer, PE | No. Sheets | Project Manager | Project Engineer | EIT II | EIT I | CADD Tech | Project Surveyor | Survey Tech | 2 Man Crew | 3 Man Crew | 4 Man Crew | Clerical/ Admin | Task Budget |
|----------|--|------------|-----------------|------------------|-----------|-----------|-----------|------------------|-------------|------------|------------|------------|-----------------|--------------|
| | | | | | | | | | | | | | | |
| | | | \$ 170.00 | \$ 150.00 | \$ 120.00 | \$ 110.00 | \$ 85.00 | \$ 145.00 | \$ 110.00 | \$ 160.00 | \$ 210.00 | \$ - | \$ 70.00 | |
| | TASK | | HOURS | | | | | | | | | | | TOTAL |
| | 40% Design Phase | 0 | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 3,240.00 |
| 1.1 w | 1. Water Design - 40% Design Phase | 0 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,820.00 |
| 1.2 w | Meetings - Not Covered by Section 5.0 of DGM | 2 | 2 | 2 | | | | | | | | | | \$ 840.00 |
| | QAVOC Review | 4 | 2 | 2 | | | | | | | | | | \$ 880.00 |
| 2.1 s | 2. Sewer Design - 40% Design Phase | 0 | 6 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,820.00 |
| 2.2 s | Meetings - Not Covered by Section 5.0 of DGM | 2 | 2 | 2 | | | | | | | | | | \$ 840.00 |
| | QAVOC Review | 4 | 2 | 2 | | | | | | | | | | \$ 880.00 |
| | 70% Design Phase | 0 | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 3,240.00 |
| 1.1 w | 1. Water Design - 70% Design Phase | 0 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,820.00 |
| 1.2 w | Meetings - Not Covered by Section 5.0 of DGM | 2 | 2 | 2 | | | | | | | | | | \$ 840.00 |
| | QAVOC Review | 4 | 2 | 2 | | | | | | | | | | \$ 880.00 |
| 2.1 s | 2. Sewer Design - 70% Design Phase | 0 | 6 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,820.00 |
| 2.2 s | Meetings - Not Covered by Section 5.0 of DGM | 2 | 2 | 2 | | | | | | | | | | \$ 840.00 |
| | QAVOC Review | 4 | 2 | 2 | | | | | | | | | | \$ 880.00 |
| | 85% Design Phase | 0 | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 3,240.00 |
| 1.1 w | 1. Water Design - 85% Design Phase | 0 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,820.00 |
| 1.2 w | Meetings - Not Covered by Section 5.0 of DGM | 2 | 2 | 2 | | | | | | | | | | \$ 840.00 |
| | QAVOC Review | 4 | 2 | 2 | | | | | | | | | | \$ 880.00 |
| 2.1 s | 2. Sewer Design - 85% Design Phase | 0 | 6 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,820.00 |
| 2.2 s | Meetings - Not Covered by Section 5.0 of DGM | 2 | 2 | 2 | | | | | | | | | | \$ 840.00 |
| | QAVOC Review | 4 | 2 | 2 | | | | | | | | | | \$ 880.00 |
| | Bld Phase | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 2,560.00 |
| 1.1 w | 1. Water Design - Bld Phase | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,280.00 |
| 1.2 w | Prepare 100% submittal | | | | | | | | | | | | | \$ - |
| | Prepare Sealed Plans & Specifications | | | | | | | | | | | | | \$ - |
| 1.3 w | Prepare Addendums | | | | | | | | | | | | | \$ - |
| 1.4 w | Review SAWS portion of bld tabulation | | | | | | | | | | | | | \$ - |
| 1.5 w | Prepare Sealed Plans & Specifications with Addendums | | | | | | | | | | | | | \$ - |
| 1.6 w | SAWS Coordination | 4 | 4 | | | | | | | | | | | \$ 1,280.00 |
| 2.1 s | 2. Sewer Design - Bld Phase | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,280.00 |
| 2.2 s | Prepare 100% submittal | | | | | | | | | | | | | \$ - |
| 2.3 s | Prepare Sealed Plans & Specifications | | | | | | | | | | | | | \$ - |
| 2.4 s | Prepare Addendums | | | | | | | | | | | | | \$ - |
| 2.5 s | Review SAWS portion of bld tabulation | | | | | | | | | | | | | \$ - |
| 2.6 s | Prepare Sealed Plans & Specifications with Addendums | | | | | | | | | | | | | \$ - |
| | SAWS Coordination | 4 | 4 | | | | | | | | | | | \$ 1,280.00 |
| | Construction Phase | 0 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 2,600.00 |
| 1.1 w | 1. Water Design - Construction Phase | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,300.00 |
| 1.2 w | Site Visits (Two per Month) & Prepare Report | | | | | | | | | | | | | \$ - |
| 1.3 w | Redline/Quantity Review - One per month | | | | | | | | | | | | | \$ - |
| 1.4 w | Review Material Submittals | | | | | | | | | | | | | \$ - |
| 1.5 w | Address RFI and Change Orders | | | | | | | | | | | | | \$ - |
| 1.6 w | SAWS Coordination | 4 | 2 | | | | | | | | | | | \$ 960.00 |
| | Final Walk Through | 1 | 1 | | | | | | | | | | | \$ 320.00 |
| 2.1 s | 2. Sewer Design - Construction Phase | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,300.00 |
| 2.2 s | Site Visits (Two per Month) & Prepare Report | | | | | | | | | | | | | \$ - |
| 2.3 s | Redline/Quantity Review - One per month | | | | | | | | | | | | | \$ - |
| 2.4 s | Review Material Submittals | | | | | | | | | | | | | \$ - |
| 2.5 s | Address RFI and Change Orders | | | | | | | | | | | | | \$ - |
| 2.6 s | SAWS Coordination | 4 | 2 | | | | | | | | | | | \$ 960.00 |
| | Final Walk Through | 1 | 1 | | | | | | | | | | | \$ 320.00 |
| | Close Out Phase | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,280.00 |
| 1.1 w | 1. Water Design - Close Out Phase | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 840.00 |
| 1.2 w | Prepare Record Drawings | | | | | | | | | | | | | \$ - |
| 1.3 w | Finalize Change of Service Form | | | | | | | | | | | | | \$ - |
| | SAWS Coordination | 2 | 2 | | | | | | | | | | | \$ 540.00 |
| 2.1 s | 2. Sewer Design - Close Out Phase | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 840.00 |
| 2.2 s | Prepare Record Drawings | | | | | | | | | | | | | \$ - |
| 2.3 s | Finalize Change of Service Form | | | | | | | | | | | | | \$ - |
| | SAWS Coordination | 2 | 2 | | | | | | | | | | | \$ 540.00 |
| | Supplemental Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - |
| | 1. Survey Outside Project Limits | | | | | | | | | | | | | \$ - |
| | 2. Potholes Requested by SAWS | | | | | | | | | | | | | \$ - |
| | 3. Prepare SC&S Permit for TCEQ | | | | | | | | | | | | | \$ - |
| | 4. Prepare metes and bounds for SAWS easements | | | | | | | | | | | | | \$ - |
| | 5. Design for temporary water main | | | | | | | | | | | | | \$ - |
| | 6. Traffic Control Plan outside CO&A Project Limits | | | | | | | | | | | | | \$ - |
| | 7. Additional Permits | | | | | | | | | | | | | \$ - |
| | WATER SUB-TOTAL | | 29 | 21 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 8,080.00 |
| | SEWER SUB-TOTAL | | 18 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 8,080.00 |
| | SUPPLEMENTAL SERVICES SUB-TOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - |
| | TOTAL FOR ENGINEERING FEE SAWS | | 47 | 33 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 16,160.00 |

Exhibit II

ILA with Bexar County



BEXAR COUNTY COMMISSIONERS COURT

PUBLIC WORKS DEPARTMENT Capital Improvement Projects

COURT ORDER

ORDER authorizing the discussion and appropriate action regarding approval of an Interlocal Agreement between Bexar County and the City of San Antonio in the amount of \$1,615,257 to assist the City in the continuation of the Bulverde Road Drainage and Roadway Project, Precinct 3.

Consent Agenda Item # 52

PASSED THIS 8TH DAY OF MARCH, 2022

STATE OF TEXAS
COUNTY OF BEXAR

§ INTERLOCAL AGREEMENT FOR THE
§ BULVERDE ROAD DRAINAGE AND
§ ROADWAY PROJECT

THIS INTERLOCAL AGREEMENT FOR THE BULVERDE ROAD DRAINAGE AND ROADWAY PROJECT (hereafter referred to as "Agreement") is effective as of the _____ day of _____, 2022 (hereafter referred to as "Effective Date"), by and between the CITY OF SAN ANTONIO, TEXAS (hereafter referred to as "City"), a Texas Home Rule municipality and the COUNTY OF BEXAR (hereafter referred to as "County"), a political subdivision of the State of Texas, acting by and through its officers, hereto duly authorized. City and County will collectively be referred to herein as "the Party" or "the Parties."

INTRODUCTION

- A. Included in the 2022-2027 City Bond Program, the Bulverde Road Phase 2 City Project will reconstruct and widen Bulverde Road from Green Spring to Redland Road with curbs, sidewalks, driveway approaches, and drainage improvements, and will also include CPS and San Antonio Water System (SAWS) joint-bid utility improvements.
- B. Bulverde Road is located in the northern part of the County, portions of that roadway being situated within the limits of the City.
- C. Bulverde Road is considered a secondary, arterial roadway in the City's 2021 Major Thoroughfare Plan and is currently configured as a 3-lane roadway asphalt pavement section, with one lane of traffic in each direction with a two-way left turn lane in the center and 2-foot shoulders.
- D. There is an existing drainage structure (i.e., a culvert) which runs underneath Bulverde Road near the intersection of an unnamed tributary and Elm Waterhole Creek (hereinafter called the "Bulverde Road Crossing"), all of which is located in an existing FEMA floodplain.
- E. County previously retained the services of Halff Associates Inc. (the "Design Consultant") to perform and provide engineering design services for County in connection with the proposed reconstruction of Bulverde Road and the Bulverde Road Crossing (collectively, the "Engineering Design Services") at a location situated in north Bexar County, from approximately 0.4 miles north of Green Spring Drive to a point approximately 0.3 miles north of Green Spring Drive (collectively, the "BRD&R Project Area").
- F. Based on the results of those Engineering Design Services, the Design Consultant prepared and submitted to County its "Bulverde Road Draft Drainage Report" dated as of October 8, 2021 (as such may have been updated prior to the Effective Date), a copy of which is attached to this Agreement as Exhibit A and made a part hereof for all purposes (the "Draft Report"), which recommends providing unflooded access throughout the BRD&R Project Area by improving both Bulverde Road and the Bulverde Road Crossing to convey the 1% Annual Chance Exceedance ultimate condition storm event by constructing up to 155 linear feet of channel improvements above the ordinary high water mark in the affected unnamed tributary (collectively, the "County Project").
- G. Under Chapter 561, Texas Local Government Code, the commissioners court of a Texas county may contract with a governmental unit, including a Texas municipality, to jointly construct or maintain improvements for the purpose of providing flood control or drainage as it relates to flood control.

H. County and City have historically worked together to fund and deliver watershed management projects to benefit the citizens of Bexar County which was accomplished through interlocal agreements between the Parties and by contracts with other governmental entities and private sector service providers.

I. County, City, and the San Antonio River Authority entered into an Interlocal Agreement in 2003 for the implementation of Bexar Regional Watershed Management Program for unified and equitable flood control, drainage, and storm water management, as such agreement may have been modified from time to time prior to the Effective Date (collectively, the "BRWMP ILA").

J. County has selected the County Project from the Bexar Regional Watershed Management Program (the "BRWMP").

K. City and County have agreed to incorporate the pending County Project into City's approved 2022 Bond Project, but mainly for the associated drainage design and construction costs (collectively, the "Bulverde Road Drainage and Roadway Project" or "BRD&R Project").

L. Still, County desires to assist with the BRD&R Project in accordance with the BRWMP through County's provision of funding and project management during any remaining design phase, as well as the entire construction phase, of the BRD&R Project by providing funding for a lump sum amount for the drainage design and construction of the BRD&R Project.

M. Upon such Substantial Completion of the BRD&R Project, City will provide funding for all future maintenance and repair of Bulverde Road and the Bulverde Road Crossing (i.e., post-Substantial Completion of the BRD&R Project) within the BRD&R Project Area.

N. County supports City's assumption of the BRD&R Project and desires to enter into this Agreement with City, in order to establish the rights and obligations of the Parties, with regard to the final design, engineering, construction, operations, and maintenance of, as well as project management for, the BRD&R Project and to establish the procedures for funding the BRD&R Project, all in accordance with the applicable provisions contained in Chapter 791, Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the receipt and sufficiency of which are hereby acknowledged, the Parties separately agree as follows:

ARTICLE 1 PURPOSE; PROJECT SCOPE

1.01 The purpose of this Agreement is to establish the terms and conditions for: (a) managing the construction services associated with the BRD&R Project, including construction disruption; (b) funding the design, and construction costs for the BRD&R Project; and (c) operating and maintaining the BRD&R Project Area upon completion. The scope of the BRD&R Project includes the removal of the existing low water crossing, channel improvements, and the reconstruction and widening of Bulverde Road within the BRD&R Project Area with curbs, sidewalks, driveway approaches, and drainage improvements, from Green Spring to Redland Road and may involve Joint-bid utilities which are situated within the BRD&R Project Area.

ARTICLE 2
TERM

- 2.01 Except as otherwise provided herein, this Agreement will commence upon the execution date of the last signatory party to this document. The performance period for this Agreement will begin no later than fifteen (15) days after the last signatory approves this Agreement and will end upon completion of the Project.
- 2.02 The duty and obligation to maintain the Project and to enforce any applicable representations, warranties, guarantees, and covenants are City's responsibilities and survives the termination of this Agreement.

ARTICLE 3
COUNTY'S FINANCIAL COMMITMENT

- 3.01 County will provide to City a total amount not-to-exceed **ONE MILLION, SIX HUNDRED FIFTEEN THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS AND THIRTEEN CENTS (\$1,615,257.13)** in connection with the BRD&R Project (hereafter referred to as the "County's Total Contribution").
- 3.02 The Parties acknowledge that the financial commitments stated in this Agreement are independent of the necessary operating and maintenance expenses that are the City's responsibilities during and after the BRD&R Project.
- 3.03 County funding for the BRD&R Project may only be used for: (a) any remaining amount to be paid to the Design Consultant in connection with Engineering Design Services, and (b) construction-related costs based on the Opinion of Probable Construction Cost for 30% design submittal, associated with the BRD&R Project.
- 3.04 **CITY ACKNOWLEDGES AND UNDERSTANDS THAT NO FUNDS OR OTHER CONSIDERATION OF ANY TYPE OR NATURE OTHER THAN THE COUNTY'S TOTAL CONTRIBUTION WILL BE PROVIDED BY OR ON BEHALF OF COUNTY IN CONNECTION WITH THE BRD&R PROJECT FOR ANY REASON WHATSOEVER.**

ARTICLE 4
OBLIGATIONS OF CITY

- 4.01 Pursuant to this Agreement, City must perform and provide each of the following duties and obligations in connection with BRD&R Project:
- a. Oversee and manage the construction of the BRD&R Project. [NOTE: Final construction documents for the BRD&R Project must be provided to County for its review and written approval. If County does not approve of the BRD&R Project as outlined in the final construction documents, City must refund all of the County's Total Contribution within 30 days after City receives written notice of County's rejection of such documents for any reason.]
 - b. Provide the design professional for the BRD&R Project, whose duties must include providing detailed design documents and construction phase services. All substantial changes in

connection with the BRD&R Project will be designed and signed and sealed by City's design professional. All applicable permit will be developed and submitted to the appropriate agencies for review by City's design professional and all construction phase services associated with the BRD&R Project will be performed or provided by City's design professional.]

- c. Participate in all BRD&R Project design meetings, as needed, either in-person or remotely via audio/video conferencing.
- d. Acquire all necessary real property for the BRD&R Project (includes, without limitation, possible fee ownership, lease, licensure, right-of-way, or a combination thereof of all or a portion of the BRD&R Project Area).
- e. Achieve the BRD&R Project goals to provide access on Bulverde Road for the 1% Annual Chance Exceedance ultimate condition storm event by at the crossing on a tributary of Elm Waterhole Creek. If City requests changes to the proposed drainage improvements design described in County's 30% design submittals, County will require that the same or better flood control benefits are achieved by the change before it approves the plans and specifications.
- f. Include all construction phases of the traffic control design that avoid street closures during construction as possible.
- g. Maintain the BRD&R Project Area, using reasonable efforts in order to keep the area free and clear of trash, construction debris, and other materials, supplies and items (including, without limitation, construction-related vehicles and earth-moving equipment) so as to not unnecessarily impede roadway traffic or pollute, contaminate, trespass upon, or unnecessarily disturb the operation, use, or enjoyment of any tracts of land which are located adjacent to the BRD&R Project Area; City will be solely responsible for the care, maintenance, clean-up, and associated operating expenses for such project area during the BRD&R Project.
- h. Provide County with timely review and approval of final design and construction contract documents for the BRD&R Project.
- i. Procure and submit the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) to COUNTY and any appropriate federal, Texas, or local governmental, administrative, or regulatory departments, agencies, or bureaus having jurisdiction for the BRD&R Project, if necessary.
- j. Obtain warranties from third parties associated with all work, services, materials, and supplies performed or provided in connection with the BRD&R Project, and promptly enforce each of those warranties on behalf of the Parties, if and when necessary or appropriate.
- k. Provide construction inspectors, material testing services, and any other construction related services required to complete the BRD&R Project per plans and specifications.

ARTICLE 5
OBLIGATIONS OF COUNTY

- 5.01 Pursuant to this Agreement, County must perform and provide each of the following duties and obligations:
- a. Provide a copy of the 30% design submittals (including, without limitation, the Draft Report) and any available construction documents (i.e., plans and specifications) for the BRD&R Project to City for review.
 - b. Designate the County Engineer, or her designee, as County's contact for City in connection with all matters arising from or relating to this Agreement or the BRD&R Project.
 - c. Provide funding for the BRD&R Project no later than thirty (30) days after the written approval of this Agreement by the Bexar County Manager and City Manager for the City of San Antonio, which date is later.

ARTICLE 6
JOINT OBLIGATIONS OF THE PARTIES

- 6.01 The Parties have agreed upon the design and construction of the drainage improvements to be integrated into the BRD&R Project, as reflected in the preliminary engineering report for County Project.
- 6.02 If substantial changes are requested in connection with the BRD&R Project, City must obtain County's prior written approval that the County's applicable flood control project goals are satisfied. The County will work responsibly and in good faith with the City to approve revised design. If County does not approve of the City's revised design after working responsibly and in good faith with the City, the City will promptly refund all unused portions of the County's Total Contribution.
- 6.03 City will refund the unused, allocable portion of the County's Total Contribution within sixty (60) days after the substantial completion of the BRD&R Project.

ARTICLE 7
DESIGNATION OF REPRESENTATIVES

- 7.01 City hereby appoints the City of San Antonio Public Works Director, or his/her designee, (hereafter referred to as "City Project Manager"), as its designated representative under this Agreement. City's Project Manager will be the primary point of contact for City.
- 7.02 County hereby appoints the Director of the Public Works Department, or his/her designee, (hereafter referred to as "County Project Manager"), as its designated representative under this Agreement. County's Project Manager will be the primary point of contact for County.

ARTICLE 8
COUNTY'S RIGHTS UNDER THIRD PARTY CONTRACTS

- 8.01 County agrees that City will have the authority to contract on behalf of the Parties for all services necessary for the construction of the BRD&R Project.

- 8.02 City will provide County with a fully executed copy of each contract entered into by City for the BRD&R Project.
- 8.03 In all BRD&R Project contracts entered into by City, in which County has a financial obligation, City will include provisions reflecting:
- a. With regard to insurance coverage, City must require all consultants, sub-consultants, contractors, subcontractors and suppliers to maintain the insurance coverage limits set out in the written notice to County's Risk Manager. A summary of BRD&R Project costs and BRD&R Project description also will be required. County must be named as an additional insured on all policies naming City as an additional insured and must be entitled to make claims, to the extent of County's interest in the BRD&R Project, under all insurance coverage. Prior to the commencement of any work by any service provider, vendor or contractor under this Agreement, City shall provide County's Risk Manager with copies of the completed Certificates of Insurance which Certificates completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. County shall have no duty to pay for any services or work performed under this Agreement until the Certificates of Insurance relating to the services or work for which payment is being requested have been delivered to County's Risk Manager. County reserves the right to review the insurance requirements during the effective period of this Agreement, any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by County's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. City shall not allow any modifications whereupon County may incur increased risks.
 - b. City must require all contractors and service providers including, but not limited to, all sub-consultants and subcontractors, to maintain statutory worker's compensation insurance for all of their employees with a waiver of subrogation in favor of City and County.
 - c. City must require in its contracts for services, construction, and materials that the contracting parties, along with all sub-consultants and subcontractors, be required to indemnify, County and City, their elected officials, employees, and agents for claims by third parties, as allowed by applicable law.
 - d. City must require all consultants, sub-consultants, contractors, and subcontractors to provide all statutorily required payment and performance bonds at no additional cost to the Parties. On services for which performance bonds are not statutorily required, City must determine whether to require performance bonds.
 - e. City must state in all agreements with third-parties that County is a third-party beneficiary to that agreement.

ARTICLE 9

PROJECT MANAGEMENT DURING CONSTRUCTION

- 9.01 City will manage, oversee, administer and carry out all of the activities and services required for construction of the BRD&R Project to ensure that it is constructed, equipped, furnished and completed with new materials in a good and workmanlike manner and in accordance with the terms

of this Agreement and the design and construction documents.

- 9.02 City will enforce substantial compliance with the terms of the agreements with the contractors and subcontractors and require that work continuously and diligently be performed to achieve substantial completion on or before the scheduled completion date set out in the BRD&R Project schedule.
- 9.03 Upon approval of this Agreement by the governing bodies of the Parties, the Parties' respective Directors will schedule a meeting to finalize the team structure and develop the procedures and processes necessary to coordinate design and construction in accordance with the standard business practices of those disciplines.
- 9.04 City's Project Manager must provide written notice to County's Project Manager a minimum of ten (10) business days prior to the issuance of a Notice to Proceed for the start of construction on the BRD&R Project. The City's Project Manager must provide County with written notice a minimum of five (5) business days prior to any street or sidewalk closures.
- 9.05 In addition to the requirements of Article 18, herein, City must promptly furnish County's Project Manager with copies of all legal notices received by City affecting the BRD&R Project including, without limitation, notices from governmental authorities, and notices from any party claiming default in any payment obligation and any other notice not of a routine nature. City must promptly give notice under Article 18 herein of any suit, proceeding, or action that is initiated or threatened in connection with the construction of the BRD&R Project or against City and/or County in connection with construction of the BRD&R Project.
- 9.06 For any environmental event that is caused by or at the direction of either City or County employees at the BRD&R Project Area, the party hiring the event-causing employee(s) will be liable. An "environmental event" means spills, discharge, leakage, pumpage, drainage, pourage, emission, emptying, injecting, dumping, disposing or other release of a hazardous material which may cause a threat or actual injury to human health or the environment.
- 9.07 Within sixty (60) business days following substantial completion of construction of the BRD&R Project, City must:
 - a. notify County, in writing, upon the substantial completion of construction, whereupon County may inspect the completed work to determine if construction has been completed in a satisfactory and workmanlike manner and substantially completed in accordance with the plans and specifications for such work.
 - b. submit all permits and inspection reports and, if applicable, obtain a Final Acceptance Letter and submit a copy of each of these documents to the County.
 - c. submit "record" drawings to County, along with copies of all warranties and operations documents.
- 9.08 Both City and County must participate in a walk through at the point of substantial completion of the BRD&R Project to identify the punch list items. City will supervise and coordinate the completion of punch list items and warranty work. Both Parties must participate in a final walk through to determine whether all punch list items have been resolved.

- 9.09 For information purposes, City must provide County's Project Manager, as and when available, the schedule for permitting, design and construction of the BRD&R Project. County must be furnished said schedule when revised from time to time throughout the duration of the BRD&R Project. The schedule(s) must establish a date for substantial completion of each phase in sufficient detail to allow County to monitor the progress of the construction of the BRD&R Project.
- 9.10 Within one hundred eighty (180) days after final completion of the BRD&R Project, City will deliver to County's Project Manager a final construction report which must set out the total costs incurred in connection with those portions of the BRD&R Project for which both County and City made financial contributions.
- 9.11 City must maintain the books, records, and documents pertaining to those portions of the BRD&R Project for which County and City have joint participation. County representatives must have access to and the right to examine same, upon reasonable notice to City's Project Manager. City's books, records and documents relating to the BRD&R Project must be maintained separately from other City projects so that an examination by County representatives will be limited to the documents for the BRD&R Project.

ARTICLE 10

DEFAULT

- 10.01 In the event of a material breach of this Agreement, the non-breaching Party must give the breaching Party written notice of such breach which must detail the nature of the breach. The Party receiving the notice of breach will be given thirty (30) days to cure the breach. If the breach is not corrected to the reasonable satisfaction of the non-breaching Party by the end of the thirty (30) day period, the non-breaching Party may give written notice of termination of this Agreement to the breaching Party and seek to recover damages not to exceed the amount paid by the non-breaching Party for the BRD&R Project.

ARTICLE 11

TERMINATION FOR CONVENIENCE

- 11.01 Whenever either Party, in its sole discretion, deems it to be in that Party's best interest, it may terminate this Agreement for convenience. Such termination shall be effective thirty (30) days after the terminating Party delivers written notice of termination of convenience to the other Party. If the Agreement is terminated by a Party prior to completion of the construction of the BRD&R Project, after payment of any unpaid obligations for completed work, City must refund to County any remaining portion of County's Contribution. The Parties will have no additional liability to one another for termination under this Article 11.

ARTICLE 12

PRIOR AGREEMENTS SUPERSEDED

- 12.01 This Agreement, including the exhibits, attachments, and schedules which are either attached hereto or incorporated herein by reference, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE 13
ASSIGNMENT OR TRANSFER OF INTEREST

- 13.01 Neither Party may assign its rights, privileges and obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempt to assign without such approval will be void.

ARTICLE 14
LEGAL CONSTRUCTION

- 14.01 In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision will not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 15
COMPLIANCE WITH LAWS AND ORDINANCES

- 15.01 Both Parties will comply with all applicable federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

ARTICLE 16
TEXAS LAW TO APPLY

- 16.01 This Agreement will be construed under and in accordance with the applicable laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE 17
AMENDMENT

- 17.01 No amendment, modification or alteration of the terms hereof will be binding unless the same be in writing, dated subsequent to the date hereof and be duly executed by the Parties hereto.

ARTICLE 18
NOTICES

- 18.01 All notices required to be given under this Agreement will be in writing and either will be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides a different address. All notices given by mail will be deemed to have been given at the time of deposit in the United States mail and will be effective from such date.

If to County: Bexar County Judge
 Bexar County Commissioners Court
 101 W. Nueva, 10th Floor
 San Antonio, Texas 78205

With a copy to: Director of Public Works
Bexar County Public Works Department
1948 Probandt Street
San Antonio, Texas 78214

If to City: City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Razi Hosseini, P.E., R.P.L.S.
Director/City Engineer
Public Works Department Improvements
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE 19

FORCE MAJEURE

- 19.01 Neither Party will be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, but not otherwise resulting from, arising out of, or caused by such entity's own negligence or willful misconduct including, without limitation, acts of God, fire, storm, flood, strikes or other labor disturbances or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses, or any epidemic or pandemic which have been declared by the federal, state, or local authority having jurisdiction. In the event of any delay or failure excused by this Article 19, the time of delivery or of performance will be extended for a reasonable time period to compensate for delay. Either Party must provide the other with prompt, written notice of any force majeure event which prohibits or restricts its ability to perform under this Agreement. Such notice, at a minimum, must state the known or suspected cause of the force majeure event, the known or suspected date such event began, and its known or estimated duration.

ARTICLE 20

MULTIPLE COUNTERPARTS

- 20.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and all such separate identical counterparts shall constitute but one and the same instrument.

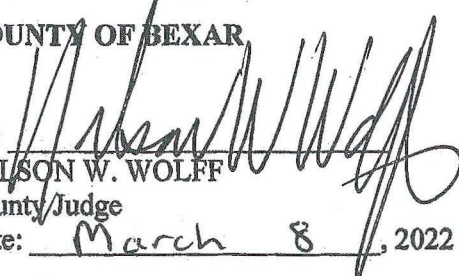
{The remainder of this page will intentionally remain blank.}

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 8 DAY OF March, 2022.

CITY OF SAN ANTONIO

By: _____
ERIC WALSH
City Manager
Date: _____, 2022

COUNTY OF BEXAR

By: 
NELSON W. WOLFF
County Judge
Date: March 8, 2022


APPROVED AS TO LEGAL FORM:

ANDREW SEGOVIA
City Attorney

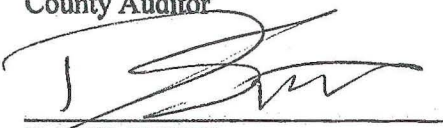
APPROVED AS TO LEGAL FORM:

/s/ Larry Roberson
For PAUL JACKSON
Asst. Criminal District Attorney—Civil Division

APPROVED AS TO FINANCIAL CONTENT ONLY:



LEO CALDERA, CIA CGAP
County Auditor



DAVID SMITH
County Manager

APPROVED AS TO GENERAL CONTENT ONLY:

Renee D. Green

RENEE D. GREEN, P.E.
Director of Public Works/County Engineer

Exhibit "A"

Bulverde Road Draft Drainage Report

{The first page of the Drainage Report begins on the following page.}



BULVERDE ROAD DRAINAGE ANALYSIS

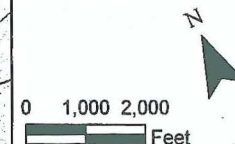
KEY TO FEATURES

- LIMITS OF CONSTRUCTION
- STREAM CENTERLINES

PROJECT LOCATION

EXHIBIT 1: LOCATION MAP

1 inch = 2,000 feet



HALFF

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA



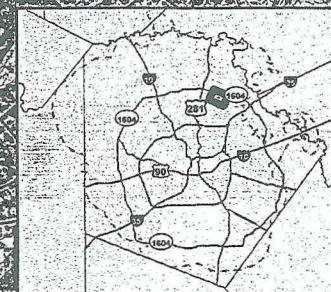
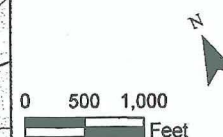
BULVERDE ROAD DRAINAGE ANALYSIS

KEY TO FEATURES

- PROJECT LOCATION
- BULVERDE RD
- STREAM CENTERLINES
- ZONE A
- ZONE AE
- 5' CONTOUR

EXHIBIT 3: EXISTING LOW WATER CROSSING

1 inch = 1,000 feet

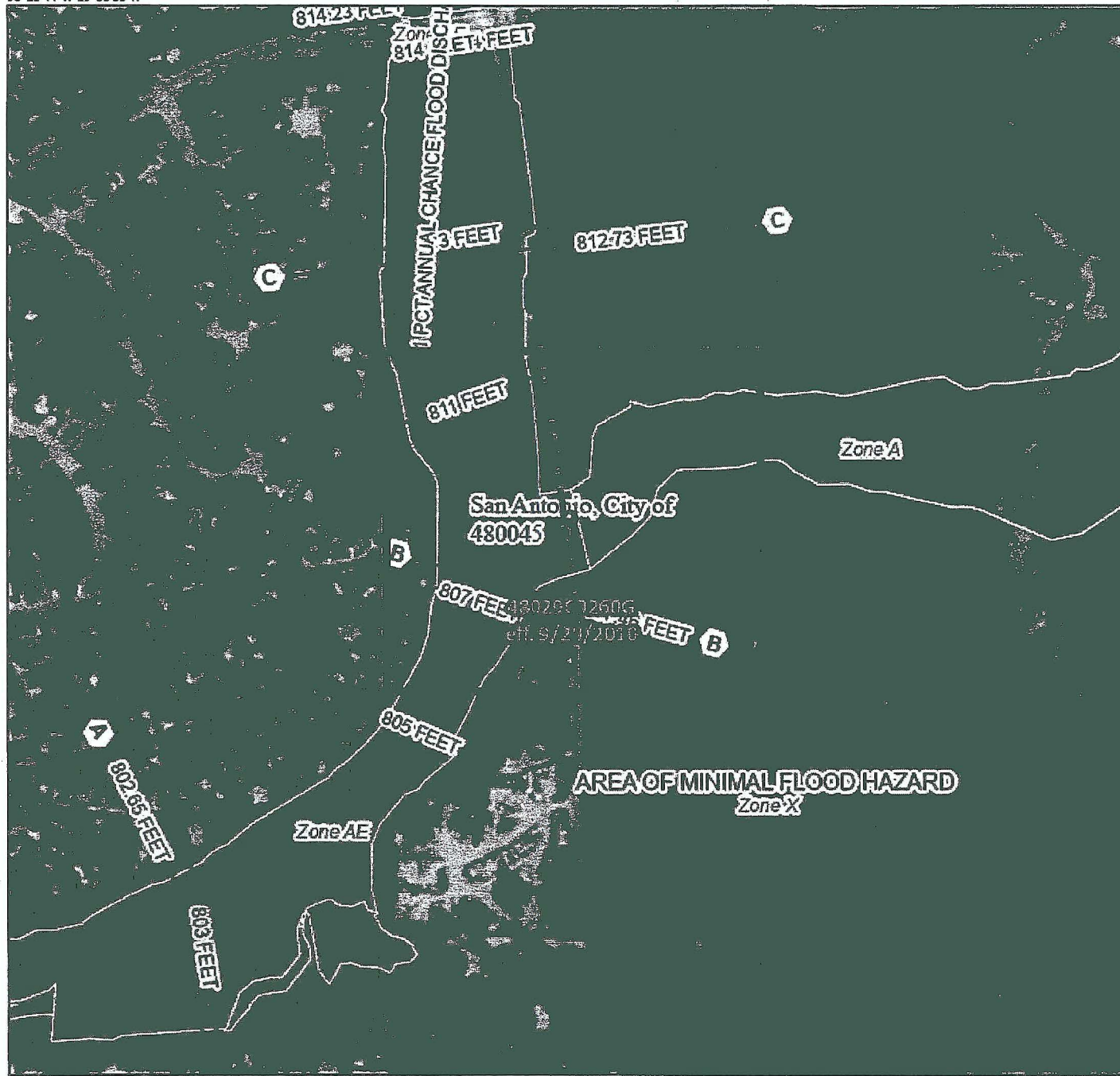


HALFF

National Flood Hazard Layer FIRMette



98°25'44"W 29°35'35"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

| | |
|-----------------------------|---|
| SPECIAL FLOOD HAZARD AREAS | Without Base Flood Elevation (BFE) Zone A, V, A99 |
| | With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
| | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| | Area with Reduced Flood Risk due to Levee. See Notes, Zone X |
| | Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | NO SCREEN Area of Minimal Flood Hazard Zone X |
| | Effective LOMRs |
| GENERAL STRUCTURES | Area of Undetermined Flood Hazard Zone D |
| | Channel, Culvert, or Storm Sewer |
| OTHER FEATURES | Levee, Dike, or Floodwall |
| | Cross Sections with 1% Annual Chance Water Surface Elevation |
| MAP PANELS | Coastal Transect |
| | Base Flood Elevation Line (BFE) |
| | Limit of Study |
| | Jurisdiction Boundary |
| | Coastal Transect Baseline |
| | Profile Baseline |
| | Hydrographic Feature |
| | Digital Data Available |
| | No Digital Data Available |
| | Unmapped |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

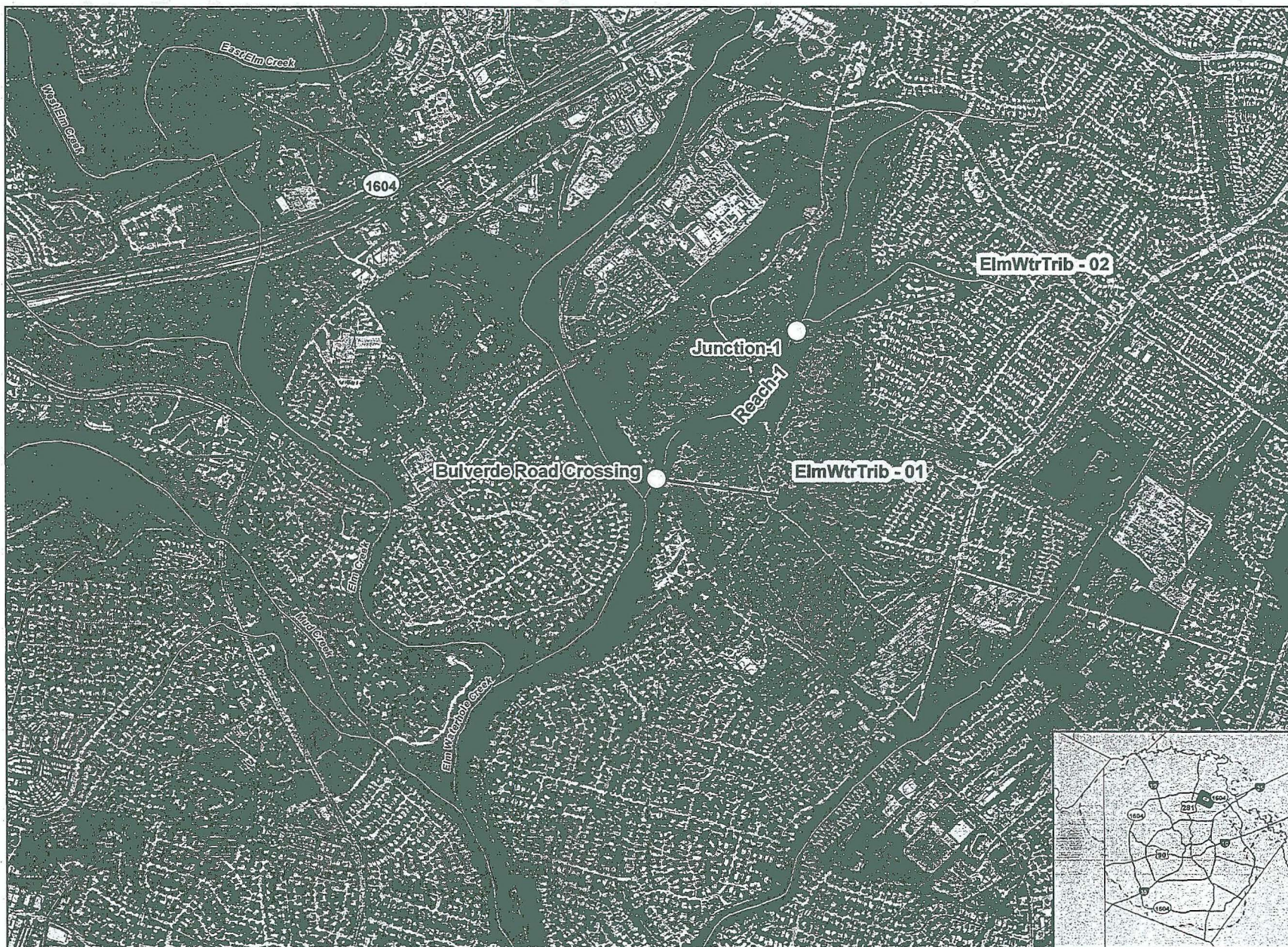
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/6/2021 at 3:08 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020



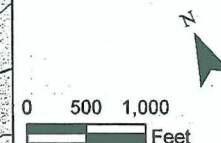
BULVERDE ROAD DRAINAGE ANALYSIS

KEY TO FEATURES

- Subbasins
- Junctions
- Reach
- BULVERDE RD
- SUBBASINS
- Salado Creek Subbasins
- STREAM CENTERLINES
- ZONE A
- ZONE AE
- 5' CONTOUR

EXHIBIT 5: DRAINAGE AREA MAP

1 inch = 1,000 feet



HALFF



BULVERDE ROAD DRAINAGE ANALYSIS

KEY TO FEATURES

Bulverde LFP

Type

- Channel
- Shallow
- Sheet

BULVERDE RD

SUBBASINS

5' CONTOUR

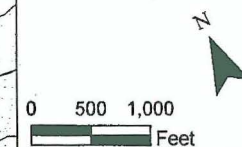
Land Cover

- Open Space
- Residential

STREAM CENTERLINES

EXHIBIT 6: LAND COVER MAP

1 inch = 1,000 feet



 **HALFF**

Source: Soil, Photo, Lidar, GeoBia, and Star GeoGraphics, GIS/Airphoto, USDA



BULVERDE ROAD DRAINAGE ANALYSIS

KEY TO FEATURES

Bulverde LFP

Type

- Channel
- Shallow
- Sheet

■■■■ BULVERDE RD

■■■■ SUBBASINS

..... 5' CONTOUR

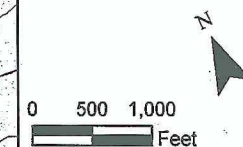
Land Use Type

- Residential
- Commercial
- Open Space

——— STREAM CENTERLINES

EXHIBIT 7: FULLY DEVELOPED LAND COVER MAP

1 inch = 1,000 feet



 **HALFF**

Source: San, Digital Data, County of San Antonio Geographics, GIS/Atlas 3.0, USA



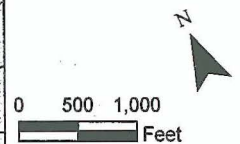
BULVERDE ROAD DRAINAGE ANALYSIS

KEY TO FEATURES

- BULVERDE RD
- SUBBASINS
- 5' CONTOUR
- HSG: B
- HSG: C
- HSG: D
- WATER
- STREAM CENTERLINES

EXHIBIT 8: SOILS MAP

1 inch = 1,000 feet



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA



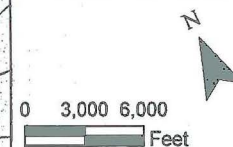
BULVERDE ROAD DRAINAGE ANALYSIS

KEY TO FEATURES

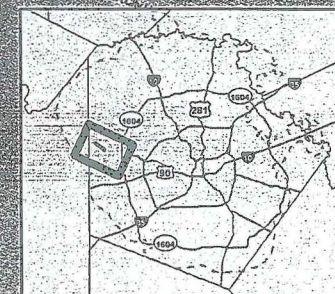
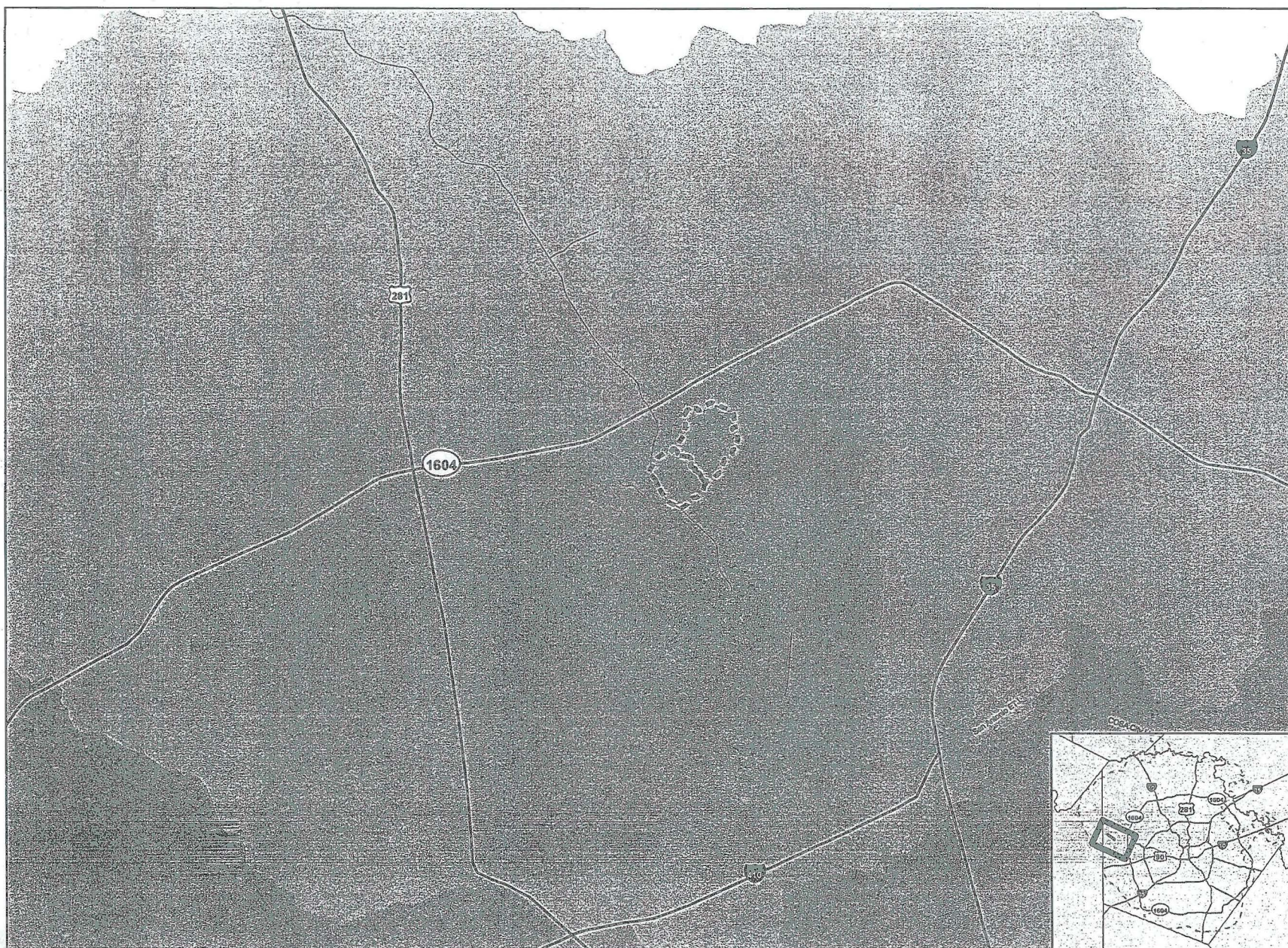
- LIMITS OF CONSTRUCTION
- - - SUBBASIN OUTER BOUNDARY
- Major Highways
- PA-2
- PA-3
- PA-4

EXHIBIT 9: PRECIPITATION AREA MAP

1 inch = 6,000 feet



HALFF





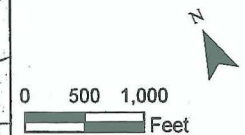
BULVERDE ROAD DRAINAGE ANALYSIS

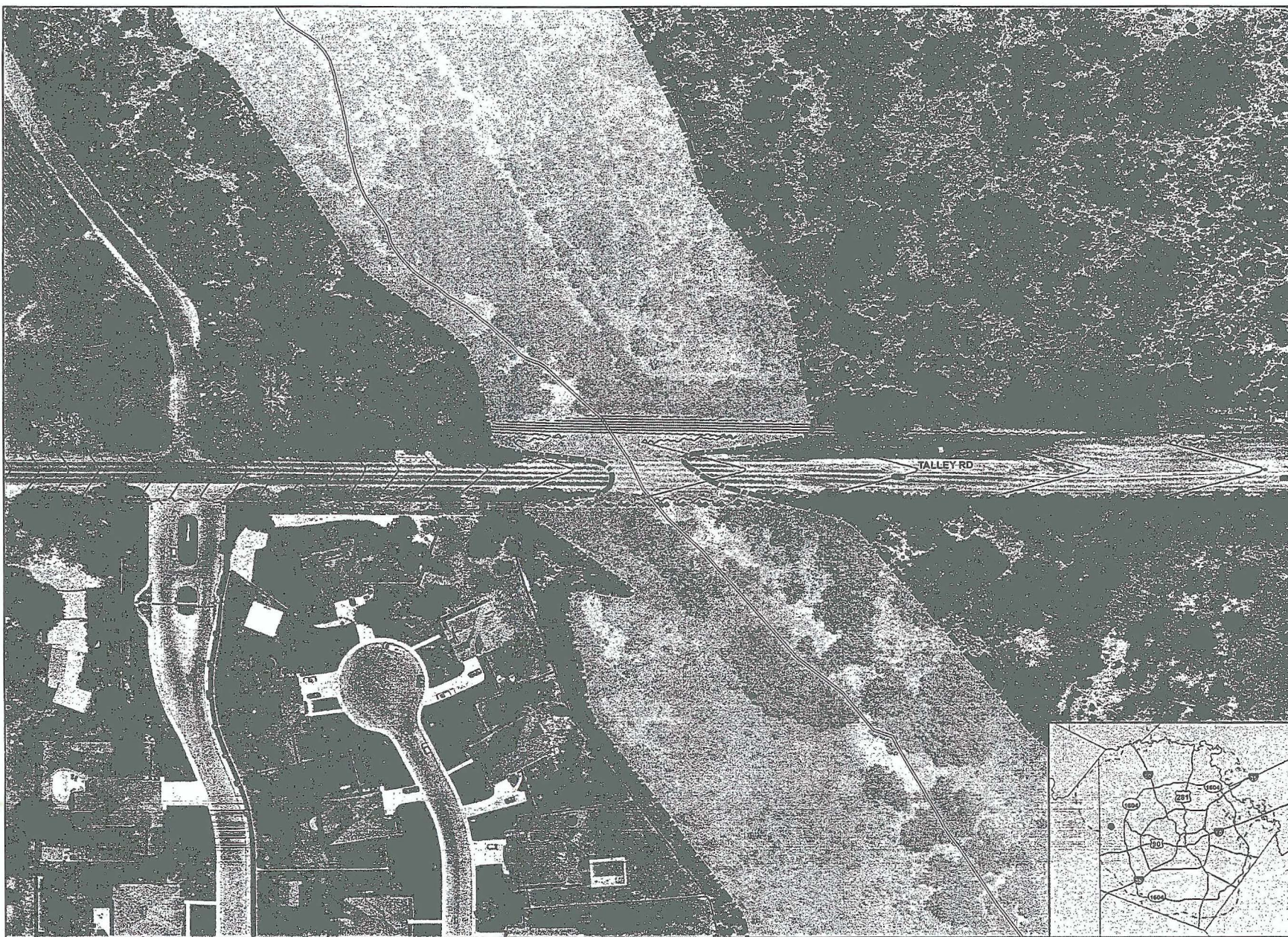
KEY TO FEATURES

- PROJECT LOCATION
- BULVERDE RD
- STREAM CENTERLINES
- ZONE A
- ZONE AE
- 5' CONTOUR

EXHIBIT 10: PROPOSED STRUCTURE MAP

1 inch = 1,000 feet





BULVERDE ROAD DRAINAGE ANALYSIS

KEY TO FEATURES

- STREAM CENTERLINES
- PROPOSED GRADING
- CE 100-YEAR FP
- ▨ PROJ 100-YEAR FP
- ▤ ZONE A
- ▥ ZONE AE
- 5' CONTOUR

EXHIBIT 11: PROPOSED 100-YR FLOODPLAIN MAP

1 inch = 100 feet

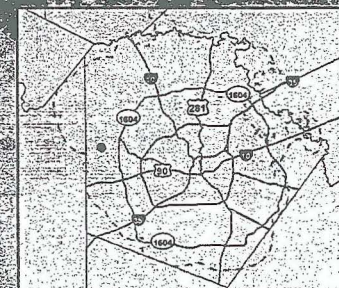
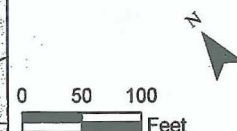


Exhibit "B"

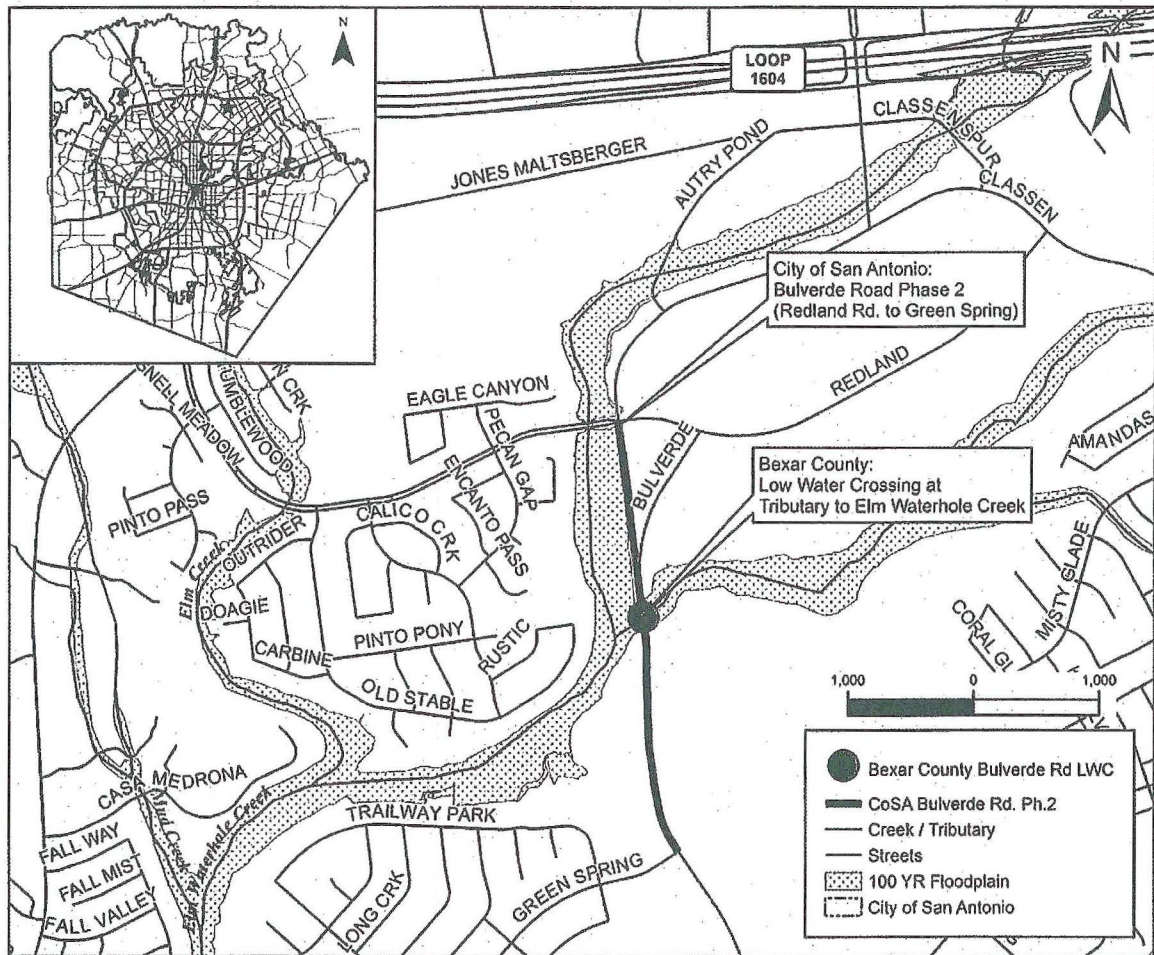
Project Cost Estimate and Funds

| Cost Allocation for the Bulverde Road Drainage and Roadway Project | | | |
|---|----------------------------------|---|---------------------------------------|
| Cost Category | Bexar County Contribution | City of San Antonio Estimated Project Budget | Total Estimated Project Budget |
| Design/Environmental | \$ 435,012.13 | \$ 1,353,016.00 | \$ 1,788,028.13 |
| Real Estate | \$ 0- | \$ 525,000.00 | \$ 520,000.00 |
| Construction | \$1,180,245.00 | \$ 8,309,175.00 | \$ 9,489,420.00 |
| | \$1,615,257.13 | \$ 10,187,191.00 | \$ 11,797,448.13 |

Exhibit "C"

BULVERDE ROAD

LOCATION MAP



Requester **NAOKO IKUMA**

USD

Requisition Number **Needs Approval**

Total **1615257.13**

Header Miscellaneous Lines Template Drop Ship PO Bill To User Fields Global

| FC | Line | Item | Quantity | UOM | Unit Cost | Curr |
|----------------------|--------------------------------|--|-----------------------------------|---------------------------------|---|----------------------------------|
| <input type="text"/> | <input type="text" value="1"/> | <input type="text" value="DESIGN"/> | <input type="text" value="1.00"/> | <input type="text" value="JA"/> | <input type="text" value="435012.1300"/> | <input type="text" value="USD"/> |
| <input type="text"/> | <input type="text" value="2"/> | <input type="text" value="CONSTRUCTION COST"/> | <input type="text" value="1.00"/> | <input type="text" value="JA"/> | <input type="text" value="1180245.0000"/> | <input type="text" value="USD"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1,615,257.13"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Line Detail Purchasing Classes/Code Miscellaneous Line User Fields Currency Global Back Order

Item Description **Needs Approval**

Vendor Item

Mult

Account

Dist Co

Activity

Bill Cat

Asset Template

Item Entry Code

Item

Requested Delivery Date

Priority

Create PO

Item Type

Cost Opt

Use Entered Cost

Has comments

Service Code

Amount

Alternate Item