PW:gg
10-29-2015
Item No. 25.A.

AN ORDINANCE 2015-10-29-0932

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY AND ACCEPTING $817,000.00 FROM BEXAR COUNTY STORM WATER QUALITY FUNDS FOR PUBLIC INFRASTRUCTURE AND WATER QUALITY IMPROVEMENTS FOR ENGINEERING AND CONSTRUCTION-RELATED COSTS FOR THE REGIONAL DRAINAGE AND WATER QUALITY PUBLIC INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT OF THE SSFCU HEADQUARTERS, LOCATED IN COUNCIL DISTRICT 8.

* * * * *

WHEREAS, Security Service Federal Credit Union (**SSFCU**) had acquired property in March 2014 to consolidate its San Antonio locations and construct a new headquarters facility at 14880 West IH-10 in San Antonio; and

WHEREAS, as part of the construction of its new headquarters facility, **SSFCU** will provide public infrastructure improvements to the area, which include Regional Drainage and Water Quality Public Infrastructure Improvements; and

WHEREAS, the drainage improvements at UTSA Boulevard and UTEX Boulevard will provide for improvements to the current drainage structures and enhance drainage flow of the surrounding areas and will eliminate the low water crossing at UTSA Boulevard; and

WHEREAS, UTSA Boulevard is currently functioning with four (4) six (6) foot by four (4) foot box culverts and this Project will add four (4) eight (8) foot by four (4) foot box culverts to, for a total of eight (8) box culverts; and

WHEREAS, the drainage improvements at UTEX Boulevard include replacing four (4) thirty (30) inch pipe culverts with eight (8) feet by four (4) feet box culverts; and

WHEREAS, on July 21, 2015, the Bexar County Commissioner's Court approved an Interlocal Agreement with the City of San Antonio in order to commit $817,000.00 from Storm Water Quality Funds in support of this Project and will help accomplish the County's objective of improving storm water quality management; and

WHEREAS, this Ordinance authorizes an Interlocal Agreement with Bexar County and accepting $817,000.00 from Bexar County Storm Water Quality Funds for Public Infrastructure and Water Quality Improvements for engineering and construction-related costs in relation to the Regional Drainage and Water Quality Public Infrastructure Improvements associated with the development of the SSFCU Headquarters; and

WHEREAS, if this Interlocal Agreement with Bexar County is not approved, SSFCU would not receive $817,000.00 for the Regional Drainage and Water Quality Public Infrastructure Improvements associated with the development of the SSFCU Headquarters; **NOW THEREFORE,**

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

SECTION 1. The City Manager or her designee is hereby authorized to execute an Interlocal Agreement with Bexar County for acceptance of an amount not to exceed $817,000.00 for the Regional Drainage and Water Quality Public Infrastructure Improvements associated with the development of the SSFCU Headquarters. A copy of the Interlocal Agreement is attached hereto as **EXHIBIT I** and incorporated herein for reference.

SECTION 2. The following financial adjustments are hereby approved:

a) Funds are authorized to be received from Bexar County to SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01504, UTEX Boulevard Improvements, and the budget shall be revised by increasing WBS element 23-01504-90-10-01, Bexar County Contribution and SAP General Ledger 4502280, Contribution from other Agencies, in the amount of $817,000.00.

b) The amount of $817,000.00is appropriated in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01504, UTEX Boulevard Improvements, SAP WBS Element 23-01504-05-02-01, Construction and SAP General Ledger 5201245.

c) The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 3. This Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this **29th** day of **October,** **2015.**

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**25A (in consent vote: 5, 6, 7, 8, 9A, 10, 12A, 12B, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25A, 25B)**
Date:	10/29/2015
Time:	10:27:24 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of an Interlocal Agreement with Bexar County and accepting $817,000.00 from Bexar County Storm Water Quality Funds for Public Infrastructure and Water Quality Improvements for engineering and construction related costs for the Regional Drainage and Water Quality Public Infrastructure Improvements associated with the development of the SSFCU Headquarters.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR**
	§	**REGIONAL DRAINAGE AND WATER**
COUNTY OF BEXAR	§	**QUALITY IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (hereafter referred to as "the Agreement" or "this Agreement") for Regional Drainage and Water Quality Public Infrastructure Improvements is effective as of the _____ day of _____, 2015 (hereafter referred to as "Effective Date"), by and between the **City of San Antonio, Texas**, a Texas Home Rule Municipality (hereafter referred to as "***CITY***") and the **County of Bexar**, a political subdivision of the State of Texas (hereafter referred to as "***COUNTY***"), acting by and through its officers, hereto duly authorized. CITY and COUNTY singularly or collectively shall be referred to herein as "Party" or "the Parties." This Agreement is entered into by CITY and COUNTY pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act by increasing the efficiency and effectiveness of local governments.

WITNESSETH

WHEREAS, the Bexar County Commissioner's Court approved a Storm Water Quality Budget in the amount of **EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND NO/100 ($817,000.00)** for the UTEX Boulevard Improvements, On-site Public Roadway Improvements and Regional Drainage and Water Quality Public Infrastructure Improvements (hereafter referred to as "the Project") Exhibit "A"; and

WHEREAS, the Security Service Federal Credit Union (hereafter referred to as "SSFCU" or "Developer") Headquarters includes Public Infrastructure and Water Quality Improvements; and

WHEREAS, COUNTY recognizes the Project as contributing to drainage and water quality improvements and believes the Project will help accomplish the COUNTY's objective of improving storm water quality management; and

WHEREAS, COUNTY shall provide said **EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND NO/100 ($817,000.00)** from the of Bexar County Storm Water Quality funds to CITY, in a lump sum amount, for the engineering, environmental, and construction-related costs of the Public Infrastructure and Water Quality Improvements, in connection with the Project see Exhibit "B"; and

WHEREAS, the acceptance of **EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND NO/100 ($817,000.00)** from COUNTY for Public Infrastructure and Water Quality Improvements, in connection with the Project, shall allow for scope changes to the Project, to include the alleviation of flooding in the Watershed Area upon the Project's completion; and

WHEREAS, CITY shall be responsible for the maintenance of the Project after its completion; and

WHEREAS, the Parties desire to enter into this Agreement, to establish the rights and obligations of the Parties for the engineering, construction, operations and maintenance of the Project and to establish the procedures for funding the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions for:

a. development of the Project;

b. funding the engineering and construction-related costs for the Project; and

c. maintaining the Project upon completion.

ARTICLE II
TERM

2.01 Except as otherwise provided herein, this Agreement shall commence upon the execution date of the last signatory party to the Agreement and shall end upon completion of the Project.

2.02 CITY has the duty to maintain the Project and to enforce warranties associated therewith. These duties shall survive the termination of this Agreement.

ARTICLE III
COUNTY'S FINANCIAL COMMITMENT

3.01 COUNTY shall provide funds to CITY not to exceed **EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND NO/100 ($817,000.00)** (hereafter referred to as "COUNTY's 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 and shall remain CITY's responsibilities during and after the Project.

3.03 **EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND NO/100 ($817,000.00)** is the total maximum COUNTY commitment to CITY for the Project. COUNTY funding for the Project shall be used for engineering, and construction-related costs of the Project. No other funds shall be available from COUNTY to CITY for the Project.

ARTICLE IV
OBLIGATIONS OF CITY

4.01 Pursuant to this Agreement, CITY shall perform and provide the following:

a. CITY shall be responsible for paying SSFCU, in accordance with a Developer Participation Contract, a draft of which is attached as Exhibit "C", all fees and expenses incurred in the design and construction of the Project.

b. Final construction documents for the Project shall be provided to COUNTY for review and approval. If the COUNTY does not approve the final construction documents of the Project, CITY shall refund all unused portions of COUNTY's funding.

c. CITY shall maintain the property included in the Project and CITY shall be responsible for the maintenance and operating expenses for such property upon completion of the Project.

d. CITY shall provide timely review and approval of design and construction contract documents for the Project.

e. CITY shall obtain warranties from third parties and enforce the warranties on behalf of the Parties, if necessary.

ARTICLE V
OBLIGATIONS OF COUNTY

5.01 Pursuant to this Agreement, COUNTY shall perform and/or provide the following:

a. COUNTY is responsible to provide **EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND NO/100 ($817,000.00)** for this Project no later than thirty (30) days after receipt of an invoice from the CITY for this Project.

b. COUNTY shall provide timely review and approval of design and construction contract documents for the Project. If no comments are provided within thirty (30) days of COUNTY receiving design/construction documents, CITY shall assume COUNTY has approved.

c. COUNTY shall participate in design Project meetings, as needed or requested by CITY.

d. COUNTY shall have no responsibility to maintain the Project.

ARTICLE VI
JOINT OBLIGATIONS OF THE PARTIES

6.01 The Parties shall agree upon the design, and construction of the improvements to be integrated into the Project.

6.02 If substantial changes are requested, CITY shall obtain COUNTY's approval that the storm water management project goals are satisfied.

ARTICLE VII
DESIGNATION OF REPRESENTATIVES

7.01 CITY hereby appoints the Transportation & Capital Improvements Department Director/City Engineer, or his/her designee, (hereafter referred to as "CITY Project Manager"), as its designated representative under this Agreement. CITY Project Manager shall be the primary point of contact for CITY.

7.02 COUNTY hereby appoints the Director of Public Works/County Engineer, or his/her designee, (hereafter referred to as "COUNTY Project Manager"), as its designated representative under this Agreement. COUNTY Project Manager shall be the primary point of contact for COUNTY.

ARTICLE VIII
COUNTY'S RIGHTS UNDER THIRD PARTY CONTRACTS

8.01 COUNTY agrees CITY shall have the authority to contract, on behalf of the Parties, for all services necessary for the completion of the Project.

8.02 CITY shall provide COUNTY, upon COUNTY's request, a fully executed copy of each contract entered into by CITY for the Project.

8.03 In all Project contracts entered into by CITY, CITY shall include provisions reflecting:

a. COUNTY shall be named as an additional insured on all policies naming CITY as an additional insured and shall be entitled to make claims, to the extent of COUNTY's interest in the Project, under all insurance coverage. Prior to the commencement of any work by any service provider, vendor, consultant, contractor, sub-consultant or subcontractor under this Agreement, CITY shall provide COUNTY's Risk Management office with copies of completed Certificates of Insurance and endorsements or policy materials necessary to document compliance with these requirements. Certificates shall be completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. 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 minimum limits when deemed necessary and prudent by COUNTY, 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 shall require all contractors, consultants 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 shall 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 officials, employees and agents, for claims by third parties, as allowed by law.

d. CITY shall 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 shall determine whether to require performance bonds.

e. CITY shall state in all agreements with third-parties that COUNTY is a third-party beneficiary to those agreements.

ARTICLE IX
PROJECT MANAGEMENT DURING DESIGN AND CONSTRUCTION

9.01 SSFCU, in accordance with a Developer Participation Contract, shall develop, construct and consolidate its current headquarters with its other San Antonio locations into a new headquarters facility located at 14880 West IH-10 in San Antonio. The SSFCU Headquarters includes UTEX Boulevard Improvements, On-site Public Roadway Improvements, and Regional Drainage Channel Improvements and SSFCU will design and construct the UTEX Boulevard Improvements, On-site Public Roadway Improvements and Regional Drainage Channel Improvements as part of the scope of the Project. CITY shall manage, oversee, administer and carry out all of the activities and services required for the design and construction monitoring of the Project, to ensure that this Project is designed, constructed, equipped, furnished and completed by Developer with new materials in a good and workmanlike manner and in accordance with the terms of this Agreement and the design and construction documents of the Project.

9.02 CITY shall enforce substantial compliance, pursuant to the terms of the agreement with the Developer, and require that work continuously and diligently be performed to achieve substantial completion on or before the scheduled completion date set out in the Project schedule.

9.03 Upon approval of this Agreement by the governing bodies of the Parties, the Parties' respective Directors shall 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 In addition to the requirements of **ARTICLE XVIII** herein, CITY promptly shall furnish COUNTY's Project Manager with copies of all legal notices received by CITY affecting the 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 promptly shall give notice under **ARTICLE XVIII** herein of any suit, proceeding or action that is initiated or threatened in connection with the

construction of the Project or against CITY and/or COUNTY in connection with construction of the Project.

9.05 For any environmental event that is caused by or at the direction of either CITY or COUNTY employees at the Project site, the Party hiring the event-causing employee(s) shall be liable. An environmental event shall mean 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.

9.06 Within thirty (30) business days following substantial completion of the Project, CITY shall:

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.

9.07 Both CITY and COUNTY shall participate in a walk through at the point of substantial completion of the Project to identify the punch list items. CITY shall supervise and coordinate the completion of punch list items and warranty work. Both Parties shall participate in a final walk through to determine whether all punch list items have been resolved.

9.08 For information purposes, CITY shall provide COUNTY's Project Manager, as and when available, the schedule for permitting, design and construction of the Project. COUNTY shall be furnished said schedule when revised from time to time throughout the duration of the Project. The schedule(s) shall establish a date for substantial completion of each phase in sufficient detail to allow COUNTY to monitor the progress of the construction of the Project.

9.09 Within one hundred eighty (180) days after final completion of the Project, CITY shall deliver to COUNTY's Project Manager a final construction report which shall set out the total costs incurred in connection with those portions of the Project for which both COUNTY and CITY made financial contributions.

9.10 CITY shall maintain the books, records and documents pertaining to those portions of the Project for which COUNTY and CITY have joint participation. COUNTY representatives shall 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

Project must be maintained separately from other CITY projects so that an examination by COUNTY representatives shall be limited to the documents for this Project.

ARTICLE X
DEFAULT

In the event of a material breach of this Agreement, the non-breaching party shall give the breaching party written notice of such breach which shall detail the nature of the breach. The party receiving the notice of breach shall 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 Project.

ARTICLE XI
TERMINATION FOR CONVENIENCE

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 the CITY prior to completion of the construction of the Project, COUNTY shall be refunded an amount in proportion to the work completed and the total costs. For example, if 80% of the work is completed, COUNTY should be refunded 20% of COUNTY's Contribution. The Parties shall have no additional liability to one another for termination under this **ARTICLE XI**.

ARTICLE XII
PRIOR AGREEMENTS SUPERSEDED

This Agreement, including the exhibits, 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 XIII
ASSIGNMENT OR TRANSFER OF INTEREST

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 shall be void.

ARTICLE XIV
LEGAL CONSTRUCTION

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

ARTICLE XV
COMPLIANCE WITH LAWS AND ORDINANCES

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

ARTICLE XVI
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar County, Texas.

ARTICLE XVII
AMENDMENT

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

ARTICLE XVIII
NOTICES

All notices required to be given under this Agreement shall be in writing and either shall 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 shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY:	County Judge 101 West Nueva, Suite 1019 San Antonio, Texas 78205-3482
With a copy to:	Public Works Director/County Engineer 233 North Pecos, Suite 420 San Antonio, Texas 78207
If to CITY:	City Clerk City of San Antonio P.O. Box 839966 San Antonio, Texas 78283-3966

With a copy to: Transportation & Capital Improvements Director/City Engineer
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE XIX
FORCE MAJEURE

Neither Party shall 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, including acts of God, strikes or other labor disturbances or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Article, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XX
MULTIPLE COUNTERPARTS

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.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original, on this _____ day of _____, 2015.

CITY OF SAN ANTONIO

By: _____
SHERYL SCULLEY
City Manager

Date: _____

ATTEST:

_____
LETICIA VACEK
City Clerk

APPROVED AS TO FORM:

_____
MARTHA SEPADA
City Attorney

COMMISSIONERS COURT AUTHORIZATION

This Agreement was approved by Order of the Commissioners Court dated 21st of July, 2015 authorizing the County Judge to execute this Agreement on behalf of COUNTY. IN WITNESS WHEREOF, this Agreement is executed in duplicate originals effective this 21 day of July, 2015.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF,
County Judge

ATTEST:

_____
for GERARD C. RICKHOFF,
County Clerk

APPROVED AS TO LEGAL FORM:

Criminal District Attorney
County of Bexar, Texas

By: _____
GERARD CALDERON,
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
SUSAN YEATTS,
County Auditor

_____
DAVID SMITH,
County Manager

APPROVED:

_____
RENEE GREEN,
Director of Public Works/County Engineer

EXHIBIT "A"

ON-SITE PUBLIC ROADWAY IMPROVEMENTS AND REGIONAL DRAINAGE AND WATER QUALITY IMPROVEMENTS

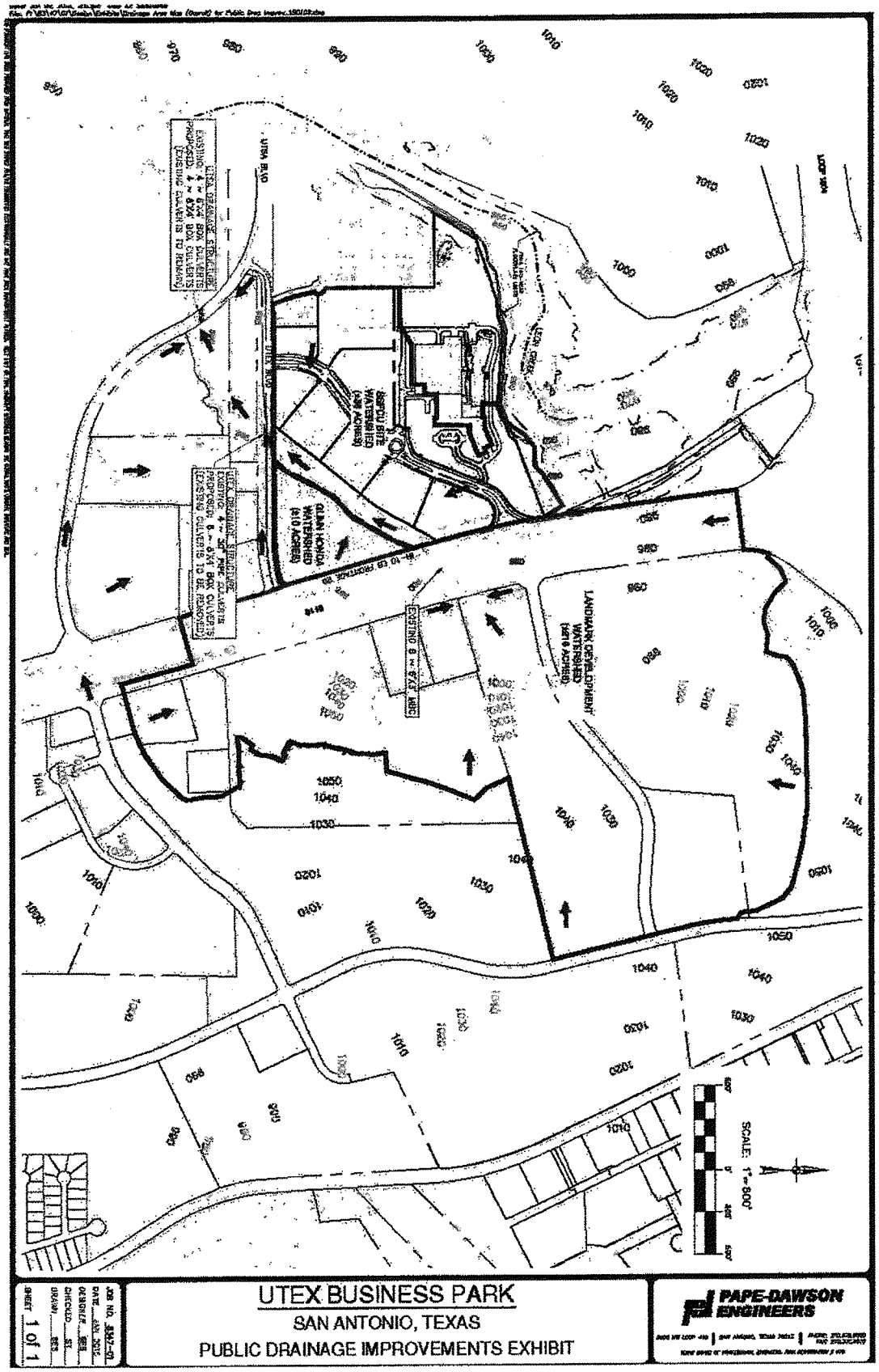

UTEX BUSINESS PARK
SAN ANTONIO, TEXAS
PUBLIC DRAINAGE IMPROVEMENTS EXHIBIT
PAPE-DAWSON ENGINEERS
SCALE: 1" = 800'
UTEX BLVD
LANDMARK CHEVROLET WATERSHED (AR 6 ACRES)
GUNN HONDA WATERSHED (10 ACRES)
SSFCU SITE WATERSHED (3.5 ACRES)
EXISTING 6 - 6'X4' BOX
UTEX DRAINAGE STRUCTURE
EXISTING: 4 - 6'X4' BOX CULVERTS
PROPOSED: 4 - 6'X4' BOX CULVERTS
(EXISTING CULVERTS TO REMAIN)
UTEX DRAINAGE STRUCTURE
EXISTING: 4 - 36" RCP CULVERTS
PROPOSED: 6 - 6'X4' BOX CULVERTS
(EXISTING CULVERTS TO BE REMOVED)
JOB NO. 8307-01
DATE: JULY 2014
DESIGNED: BEB
DRAWN: BCS
CHECKED: SL
SHEET 1 of 1

EXHIBIT "B"

ENGINEERING, ENVIRONMENTAL, AND CONSTRUCTION-RELATED COSTS

SECURITY SERVICE FEDERAL CREDIT UNION UTEX CAMPUS

OPINION OF PROBABLE COST
SUMMARY

I.	UTEX BOULEVARD IMPROVEMENTS	$3,685,737
II.	ON-SITE PUBLIC ROADWAY	$5,802,684
III.	REGIONAL DRAINAGE CHANNEL IMPROVEMENTS	$0
PROJECT TOTAL:		***$9,488,422***

- [x] NO DESIGN COMPLETED
- [ ] PRELIMINARY DESIGN
- [ ] FINAL DESIGN
- [ ] OTHER

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: 9/3/2014 (Revised 3/26/15)
JOB NO.: 8347-01

SECURITY SERVICE FEDERAL CREDIT UNION UTEX CAMPUS

PUBLIC DRAINAGE IMPROVEMENTS
OPINION OF PROBABLE COST
SUMMARY

I.	UTEX BOULEVARD DRAINAGE IMPROVEMENTS	$969,531
II.	UTSA BOULEVARD DRAINAGE IMPROVEMENTS	$388,310
PROJECT TOTAL:		***$1,357,841***

- ☐ NO DESIGN COMPLETED
- ☑ PRELIMINARY DESIGN
- ☐ FINAL DESIGN
- ☐ OTHER

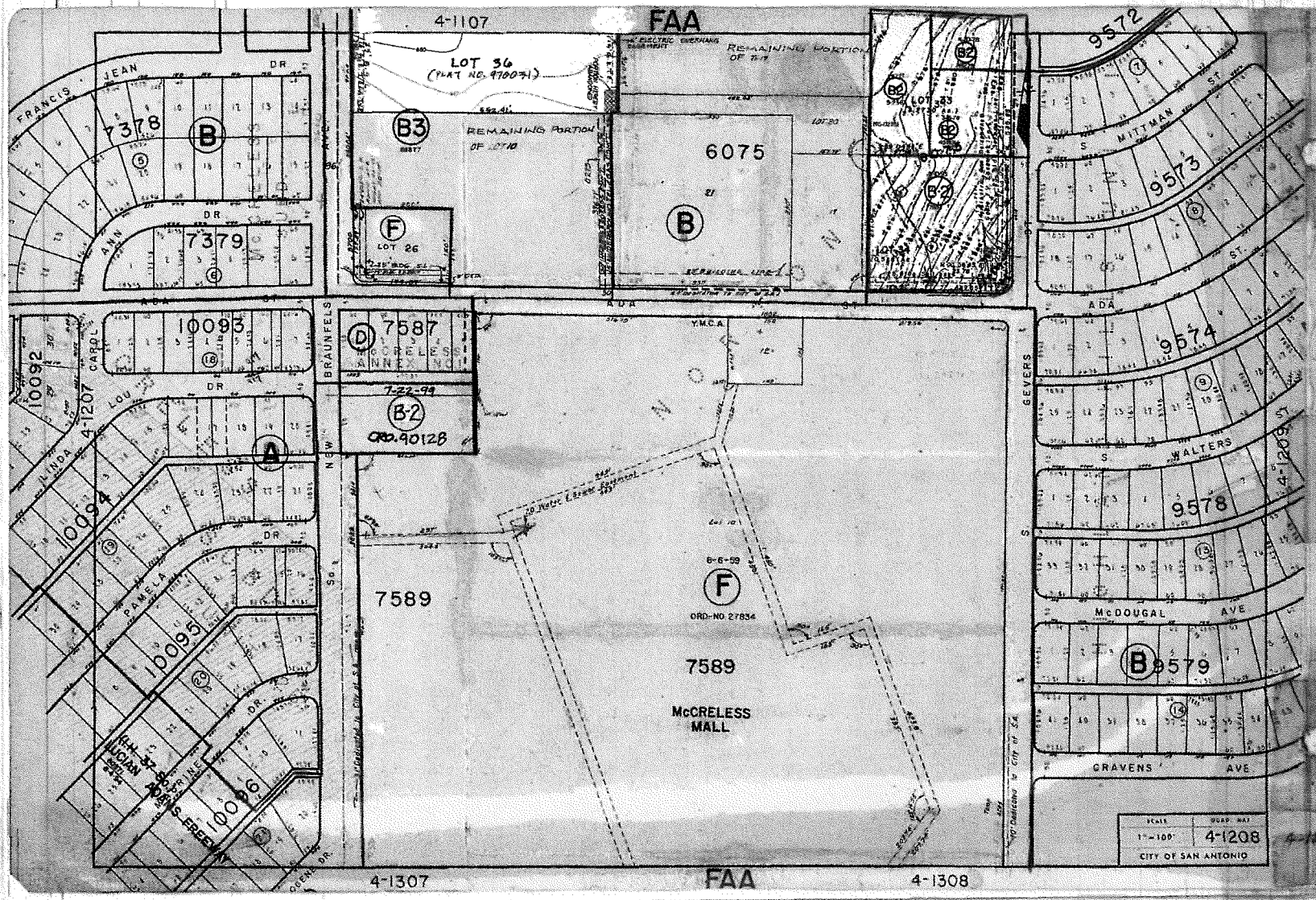
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: 1/9/2015 (Revised 3/26/15)
JOB NO.: 8347-01

Page 1 [illegible]

EXHIBIT "C"

DEVELOPER PARTICIPATION CONTRACT - DRAFT

[Attach Developer Participation Contract between the City of San Antonio and Security Service Federal Credit Union]


FAA
4-1107
LOT 36
(PLAT NO. 970071)
REMAINING PORTION OF 2710
REMAINING PORTION OF 2719
LOT 26
LOT 33
6075
7378
7379
10093
10092
10094
10095
10096
7587
McCRELESS ANNEX NO.
7-22-99
B-2
ORD. 90128
7589
6-6-59
ORD-NO. 27834
McCRELESS MALL
Y.M.C.A.
9572
9573
9574
9578
9579
FRANCIS
JEAN
ANN
ADA
CARL
LOU
LINDA
PAMELA
DR
BRAUNFELS
NEW
GEVERS
MITTMAN
ST
WALTERS
McDOUGAL
AVE
GRAVENS
4-1207
4-1208
4-1307
4-1308
SCALE
1"=100'
MAP NO.
4-1208
CITY OF SAN ANTONIO