

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement is made this the _____ day of _____ 2020, between the City of Seguin, Texas ("City"), 205 North River Street, Seguin, Texas 78155 and Dannenbaum Engineering Co-Austin, LLC ("Engineer"), 3409 Executive Center Dr. Suite 129 Austin, Texas 78731 for the provision of professional engineering services in connection with the City's Project to Complete a Letter of Map Revision ("LOMR") and approve through the Federal Emergency Management Agency ("FEMA").

ARTICLE 1 ENGINEER'S SERVICES AND RESPONSIBILITIES

1.1 STANDARDS OF PERFORMANCE

1.1.1 The Engineer will be responsible for the hydrologic and hydraulic analysis of existing conditions base flood determination for the Project. The Project consists of the drainage report and LOMR between from SH 46 to the Guadalupe River along Mays Creek in Seguin, Texas, as more fully set forth in the attached Exhibit "B," "Services to be Provided by Engineer."

1.1.2 The performance of all services by the Engineer in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Engineer will use that degree of care and skill ordinarily exercised for similar projects by professional Engineers who possess special expertise in the types of services involved under this Agreement.

1.1.3 No work under this Agreement will be subcontracted by the Engineer without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement. Persons hired by the Engineer or its subcontractors shall not be employees of or have any contractual interest with the City.

1.1.4 Any provisions in this Agreement pertaining to the City's review, approval or acceptance of written materials prepared by the Engineer or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Engineer's responsibility for the services set forth herein.

1.1.5 Engineer will perform all of its services in coordination with the City. The Engineer will advise the City of data and information the Engineer needs to perform its services and the Engineer will meet with City representatives at mutually convenient times to assemble this data and information.

1.2 ADDITIONAL SERVICES/CHANGE IN SERVICES

1.2.1 Since the Engineer's compensation is a fixed fee for Basic Services, including minor deviations from those described in this Agreement, compensation to the Engineer for Additional Services will only be for substantial deviations from the scope of services described in this Agreement. The Engineer will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services.

1.2.2 Each material change (deletion or addition) in the services to be provided by Engineer must be authorized by the City on the Authorization of Change in Services form attached to this Agreement as

Exhibit E. Compensation for additional services will be in addition to that specified for Basic Services in accordance with Article 12 of this Agreement. The approval of the City's governing body is necessary for all additional services in which compensation would exceed \$61,342.00.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

The City will:

- 2.1** Provide full information to the Engineer regarding the City's requirements for the Engineer's services under this Agreement. The City will furnish the Engineer with copies of official City design standards and construction standards, and other data and information in the City's possession needed by the Engineer at the Engineer's request.
- 2.2** Designate David Rabago, P.E., City Engineer, as the City's Project Manager and authorized representative to act on the City's behalf with respect to this Agreement. The City will examine the documents and information submitted by the Engineer and promptly render responses to the Engineer on issues requiring a decision by the City during the design phase of the project.
- 2.3** Provide access to and make all necessary provisions for the Engineer to enter public and private property as required for the Engineer to perform its services under this Agreement.
- 2.4** Furnish to the Engineer all items set forth in Exhibit "A," "Services to be Provided by City" that is attached to this Agreement.
- 2.5** Bear all costs incidental to this Article.

ARTICLE 3 PAYMENTS TO THE ENGINEER

3.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES Payments for Basic Services will be made to Engineer monthly following receipt by City of Engineer's invoices and appropriate payment requisitions. The amounts of these invoices will be based upon the extent of work completed by the Engineer on a percentage basis within each phase of services, in accordance with Article 12 of this Agreement, less any disputed amounts, pending resolution thereof.

3.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES Payments on account of the Engineer's Additional Services as defined in Section 3.1, and at the rates set forth in Exhibit "D" will be made monthly upon presentation of the Engineer's statement of services rendered or expenses incurred, less any disputed amounts, pending resolution thereof and an Authorization of Change in Services form executed by the Engineer and the City.

ARTICLE 4 ENGINEER'S RECORDS

4.1 All expense records of Engineer will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

4.2 The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

4.3 The Engineer will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

5.1 All documents prepared by Engineer in connection with this Agreement will become the property of the City whether any project related to this Agreement is executed or not. City agrees such documents are not intended or represented to be suitable for reuse for another project by City or others. Any such reuse by City or those who obtained said documents from City without written verification or adaptation by the Engineer will be without liability or legal exposure to the Engineer.

5.2 The Engineer will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Engineer goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

ARTICLE 6 TERM; TERMINATION OF AGREEMENT

7.1 The term of this Agreement begins on the effective date established in the first paragraph of the Agreement and will end upon the Engineer's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 7.2 or 7.3 below..

7.2 This Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

7.3 This Agreement may be terminated at will by the City upon at least 15 calendar days prior written notice to the Engineer.

7.4 In the event of termination as provided in this Article, the Engineer will be compensated for all services performed to termination date which are deemed by the City to be in accordance with this Agreement. This amount will be paid by the City upon the Engineer's delivering to the City all information and materials developed or accumulated by the Engineer in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

ARTICLE 7 INSURANCE AND INDEMNITY

7.1 The Engineer will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Engineer, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Engineer and/or its agents and/or employees. This obligation by Engineer will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7.2 The Engineer will procure and maintain at Engineer's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Engineer or Engineer's agents, subcontractors or employees. Before commencing the work the Engineer will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Engineer has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of Seguin, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000.00 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$250,000.00 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000.00 for property damage and (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$500,000.00.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Engineer's indemnity obligation, and it will be the Engineer's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Engineer from compliance with these requirements.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Guadalupe County, Texas.

8.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party

commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

8.3 The Engineer will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

8.4 The Engineer hereby affirms that Engineer and Engineer's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Engineers to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the Seguin City Code will not be considered as a valuable gift for the purposes of this Agreement.

8.5 In performing the services required under this Agreement, the Engineer will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Engineer agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Engineer of the Agreement.

8.6 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

8.7 Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

8.8 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.

8.9 In performing all services under this Agreement, the Engineer, its subcontractors, successors and assigns will comply with all local, state and federal laws.

8.10 The City's execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

8.11 The City of Seguin is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Engineer will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

8.12 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

8.13 In the event that the performance by either the City or the Engineer of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

8.14 In the event of a default or breach of this Agreement by the Engineer, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Engineer will not waive the City's ability to enforce the Agreement after that time.

ARTICLE 9 SUCCESSORS AND ASSIGNS

9.1 The City and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Engineer will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

9.2 The Engineer will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

ARTICLE 10 EXTENT OF AGREEMENT

10.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Engineer and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Engineer regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Proposals, the Engineer's proposal response and the public record of the City Council's approval of this agreement as applicable. The Engineer's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. Except as to a change in the scope of services, the compensation for which does not exceed \$50,000.00, this Agreement may be amended only by separate written instrument approved by the City's governing body and signed by both the City and Engineer.

10.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

10.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

ARTICLE 11
NOTICES

11.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:

Steve Parker
City Manager
205 N. River Street
Seguin, Texas 78155

To the Engineer:

Thomas C. Arndt
Dannenbaum Engineering Co. – Austin, LLC
3409 Executive Center Dr. Suite 129
Austin, TX 78731

ARTICLE 12
BASIS OF COMPENSATION

13.1 The City will compensate the Engineer, in accordance with Article 3, Payments to the Engineer, and the other terms and conditions of this Agreement, as set out in Exhibit C to this Agreement.

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of Seguin

Dannenbaum Engineering Co. – Austin, LLC



Steve Parker, City Manager

Thomas C. Arndt, President

EXHIBIT A

Services to be Provided by the City

To be provide by the City

1. City shall furnish fees required by the City, County and State agencies
2. City shall furnish record drawings and data of utilities within their possession.
3. City shall provide any right-of-entry require for the professional service firms and contractor involved in the project.

EXHIBIT B

Services to be Provided by the Engineer

Task 1 – Project Management

- 1) Provide project management services for the project including meetings, correspondence with project stakeholders. Engineer will attend and conduct meetings with stakeholders at City's request
- 2) Provide Quality Assurance/Quality Control (QA/QC)

Task 2 – Data Search, Collection, and Surveys

- 1) Collect existing hydrologic and hydraulic models
- 2) Collect data for adjacent LOMRs
- 3) Collect As-Built Plans from City of Seguin
- 4) Conduct Surveys for cross-section at 11 culvert/bridge structures under along Mays Creek. See Attached Proposal From McGray & McGray Surveyors

Task 3 – Update Hydrologic and Hydraulic Models

- 1) Hydraulics - Update Existing hydraulic models by supplementing with additional data collected in Task 2.
- 2) Hydrology- Develop new rating curves for culvert crossings and update routing in HEC-HMS model

Task 4 – Floodplain Mapping

- 1) Generate preliminary floodplain from Task 3 results. Review and modify preliminary floodplain maps
- 2) Develop base flood elevations (BFE's)
- 3) Refine Floodplain and Format Shapefiles to FEMA standards

Task 5 – Report Compilation

- 1) Text - Create project write-up
- 2) Tables - Generate Required Tables to compare Water Surface Elevations.
- 3) Prepare FEMA MT-2 Forms
- 4) Generate Public Notification 3 individual legal notices
- 5) Exhibits
 - I. Create and annotate Hydraulic Workmap showing, effective FEMA Flood Zones, Proposed 100yr Floodplain, Proposed Floodway, BFE's, Contours, Aerials, City Limits, and Hydraulic Model cross-sections
 - II. Create Overlay Map showing Effective Flood Insurance Rate Map (FIRM) and proposed 100yr Floodplain, Floodway, and BFE's
 - III. General Exhibits: Vicinity Map, Drainage Boundaries
 - IV. Create Flood Insurance Study (FIS) Profiles

Task 6 – FEMA Coordination

- 1) FEMA Coordination & Response to Comments
- 2) 6512 Documentation Notifying property owners that BFE's will be established along floodplain.

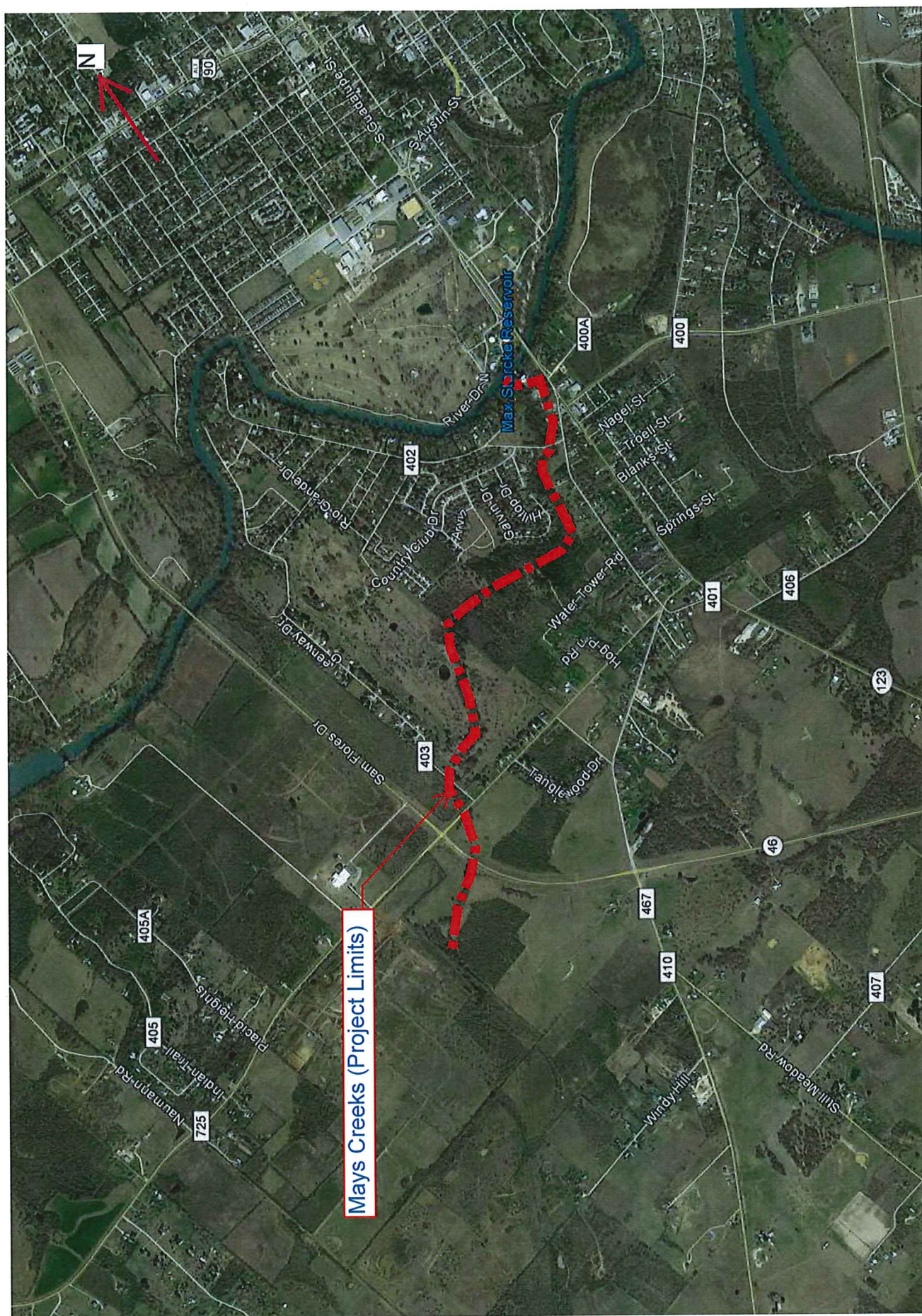


Exhibit D

City of Seguin
Texas

Guadalupe Tributary 15 LOMR from SH 46 to Gualuper River Confluence

December 19, 2019

ESTIMATED NOT TO EXCEED PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER

RATES:

Division Manager-	\$250.00 /hour
Project Manager-	\$200.00 /hour
Project Engineer -	\$110.00 /hour

CADD Technician -	\$95.00 /hour
Clerical -	\$75.00 /hour

LOMR Compilation :	\$42,450.00
---------------------------	--------------------

SUBCONSULTANTS:

McGray & McGray Surveying	\$ 17,842.00
---------------------------	--------------

Sub-Total	\$ 17,842.00
------------------	---------------------

EXPENSES:

ODC-Printing, Mileage, Newspaper:	\$ 1,050.00
-----------------------------------	-------------

TOTAL ESTIMATED FEE:	\$61,342.00
-----------------------------	--------------------

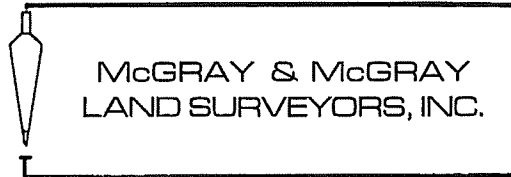
EXHIBIT B

LOMR

Guadalupe Tributary 15 LOMR from SH 46 to Guadalupe River Confluence

TASK		Division Manager	Project Manager	Project Engineer	CADD	Secretary	Total Hours	Total Cost
1.0	<u>Project Management</u>	8	8	8	0	4	28	\$ 4,560.00
	Meetings		4			2	6	\$ 940.00
	Correspondence		4	8		2	14	\$ 1,820.00
	QA/QC	8					8	\$ 1,800.00
2.0	<u>Data Collection</u>	0	2	4	0	0	6	\$ 840.00
	Collect existing Hydrologic and Hydraulic Models		2	4			6	\$ 840.00
	Collect Data for Adjacent LOMRs		2	4			6	\$ 840.00
	Collect As-Built for Culverts from City of Seguin		2	4			6	\$ 840.00
3.0	<u>Update Hydrologic and Hydraulic Models</u>	0	16	80	0	0	96	\$ 12,000.00
	Hydraulics		8	60			68	\$ 8,200.00
	Hydrology		8	20			28	\$ 3,800.00
4.0	<u>Floodplain Mapping</u>	0	12	24	0	0	36	\$ 5,040.00
	Generate Preliminary Floodplain from Task 3 Results		4	8			12	\$ 1,680.00
	Develop BFE		4	8			12	\$ 1,680.00
	Refine Floodplain and Format Shapefiles		4	8			12	\$ 1,680.00
5.0	<u>Report</u>	0	32	52	16	14	114	\$ 14,620.00
	Text - Create Project write-up		8	12		8	28	\$ 3,480.00
	-Tables		2	8		2	12	\$ 1,420.00
	-FEMA MT-2 Forms		2	4		2	8	\$ 980.00
	-Public Notification - 3 Individual Notices		2	2		2	6	\$ 760.00
	-Exhibits							
	+Hydraulic Workmap		8	10			18	\$ 2,700.00
	+Annotated FIRM Panel		8	10			18	\$ 2,700.00
	+General Exhibits				8		8	\$ 760.00
	+FIS profiles		2	6	8		16	\$ 1,820.00
6.0	<u>FEMA Coordination</u>	0	14	14	0	0	76	\$ 4,340.00
	FEMA Coordination & Response to Comments		10	10			76	\$ 3,100.00
	6512 Documentation Notifying Individual Property Owners		4	4				\$ 1,240.00
	<u>SUB-TOTAL</u>							\$ 42,450.00
7.0	<u>ODC</u>							\$ 1,050.00
	Newspaper Notification							\$ 800.00
	Mileage							\$ 250.00
	Supplies							
8.0	<u>Surveying (McGrav & McGrav Surveyors)</u>							\$ 17,842.00
	<u>GRAND TOTAL</u>							\$ 61,342.00

December 4, 2019



Rafael Beckmann
Dannenbaum Engineering
3409 Executive Center Drive, Suite 129
Austin, Texas 78731
(512) 427-3234

VIA EMAIL
Rafael.Beckmann@dannenbaum.com

RE: Proposal for Surveying Services for Mays Creek for the City of Seguin, Texas.

Dear Mr. Beckmann:

We appreciate the opportunity to present you with this proposal for the above referenced project. The following represents our understanding of the areas to survey and scope of services. Our fee proposal follows.

Areas of Surveys:

- As marked on Exhibits "A-D"

Scope of Services:

Survey Control:

- Horizontal Control: The survey will be provided in Texas State Plane, NAD 83, grid coordinates with a note defining the grid to surface conversion factor.
- Vertical Control: Elevations will be obtained using NAVD 88 and at least two (2) benchmarks will be established onsite and descriptions will be provided on the drawing.

Right-of-Entry:

- Right of Entry will be provided, by others, to McGray & McGray for all of the areas where surveying services are being requested.

Design Topographic Survey (Non-Taxable):

Exhibit "A" ~ Bridge Structure ~ Sam Flores Dr.:

- Obtain the flowline;
- Cross section 10' upstream and downstream from structure;
- Elevation of the centerline of SH 46 over structure and 50' either side;

Exhibit "B" ~ FM 725:

- Obtain elevations along the Edge of Pavement (EOP on both sides) at 200' intervals for the length of the area highlighted in "Yellow" on Exhibit "B".

Exhibit "C" ~ Bridge Structures at five (5) locations:

- Obtain the flowline;
- Obtain the Bridge Details (including wingwalls, low chord, etc.)
- Cross section 10' upstream and downstream from structure;
- Elevation of the centerline of roadway over structure and 50' either side;

Exhibit "D" ~ Bridge Structures at CR 402 and Parking Bridges 1 & 2:

- Obtain the flowline;
- Obtain the Bridge Details (including wingwalls, low chord, etc.)
- Cross section 10' upstream and downstream from structure;
- Elevation of the centerline of roadway over structure and 50' either side;

Exhibit "D" ~ Parking Lots & Berms:

- Obtain location & elevations of the EOP of both Parking Lots as noted on Exhibit "D".
- Obtain six (6) elevations at the top of each of the existing Berms as noted on Exhibit "D".

Fees:

Design Topo & Tree Survey - (Non-taxable):

2 Man Crew:	60 hrs @	\$150.00 /hr.= \$	9,000.00
GPS Processing:	4 hrs @	\$108.00 /hr.= \$	432.00
Field Coordinator:	3 hrs @	\$98.00 /hr.= \$	245.00
Senior Survey Tech:	20 hrs @	\$96.00 /hr.= \$	1,920.00
Survey Technician:	60 hrs @	\$82.00 /hr.= \$	4,920.00
RPLS:	8 hrs @	\$145.00 /hr.= \$	1,160.00
Project Manager:	1 hrs @	\$165.00 /hr.= \$	165.00
TOTAL = \$			17,842.00

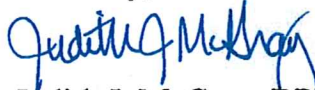
Deliverables:

- The final deliverable will be an AutoCAD Civil3D (.dwg) with GRID Coordinates.

Once we receive the notice to proceed, we will get the project scheduled.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let Joe Webber or Chris Conrad know.

Sincerely,



Judith J. McGray, RPLS
President
TBPELS Surv Firm #10095500

JJM:CIC:pft
encl.

EXHIBIT "A"

- SH 46
- Bridge Structure**
- Flowline Elevation
 - Cross section 10' Upstream & Downstream from Structure
 - Top of Road Elevation along SH 46 (Center & 50' up & down road)

725

Sam Flores Dr

46

403

Google Earth

© 2018 Google

600 ft



EXHIBIT "B"

FM 725

- Spot Elevations along the EOP at 200' intervals
to identify low spot.

1,120'

725

FM 725

Sam Flores Dr

19

500 ft



Google Earth

© 2018 Google

EXHIBIT "C"

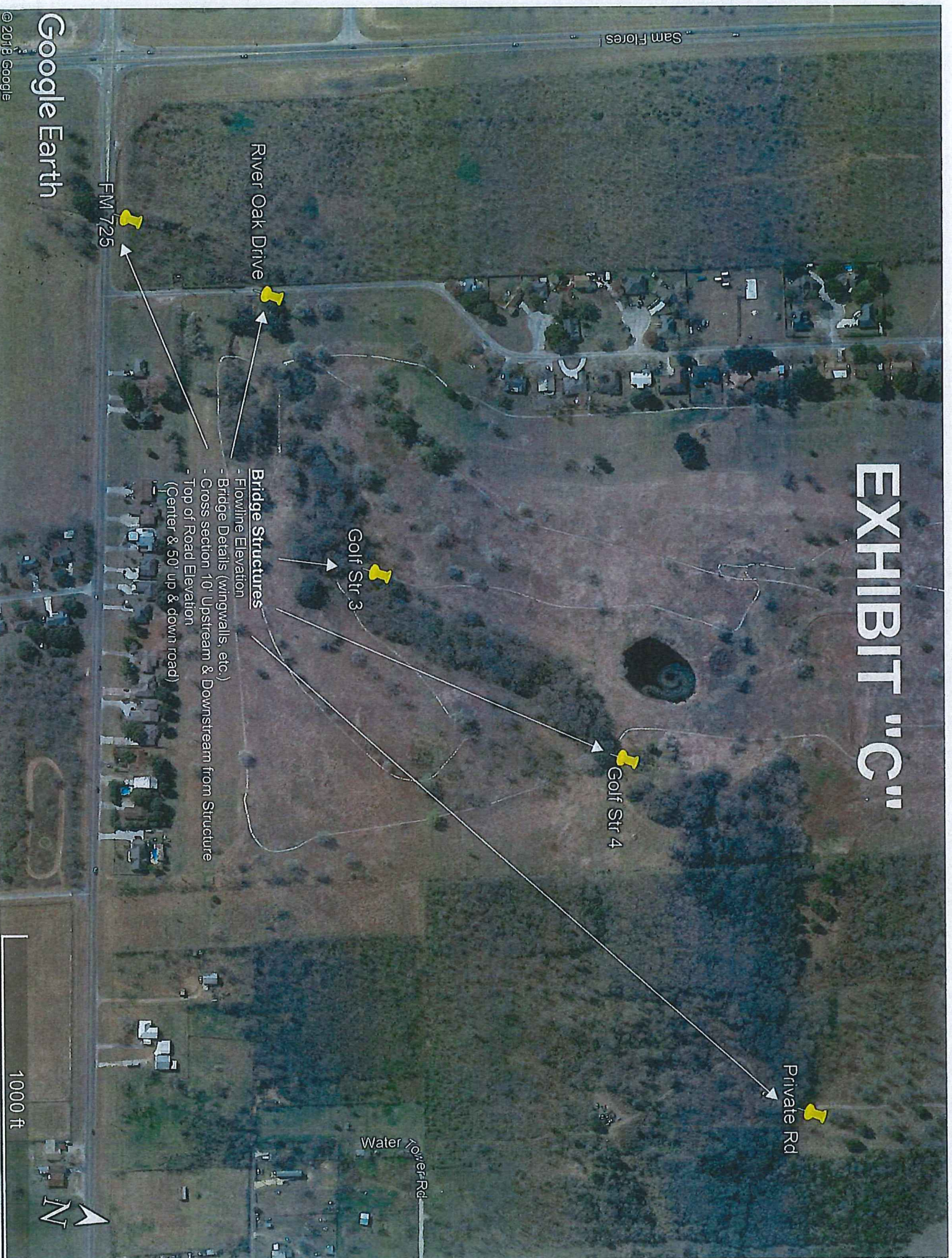
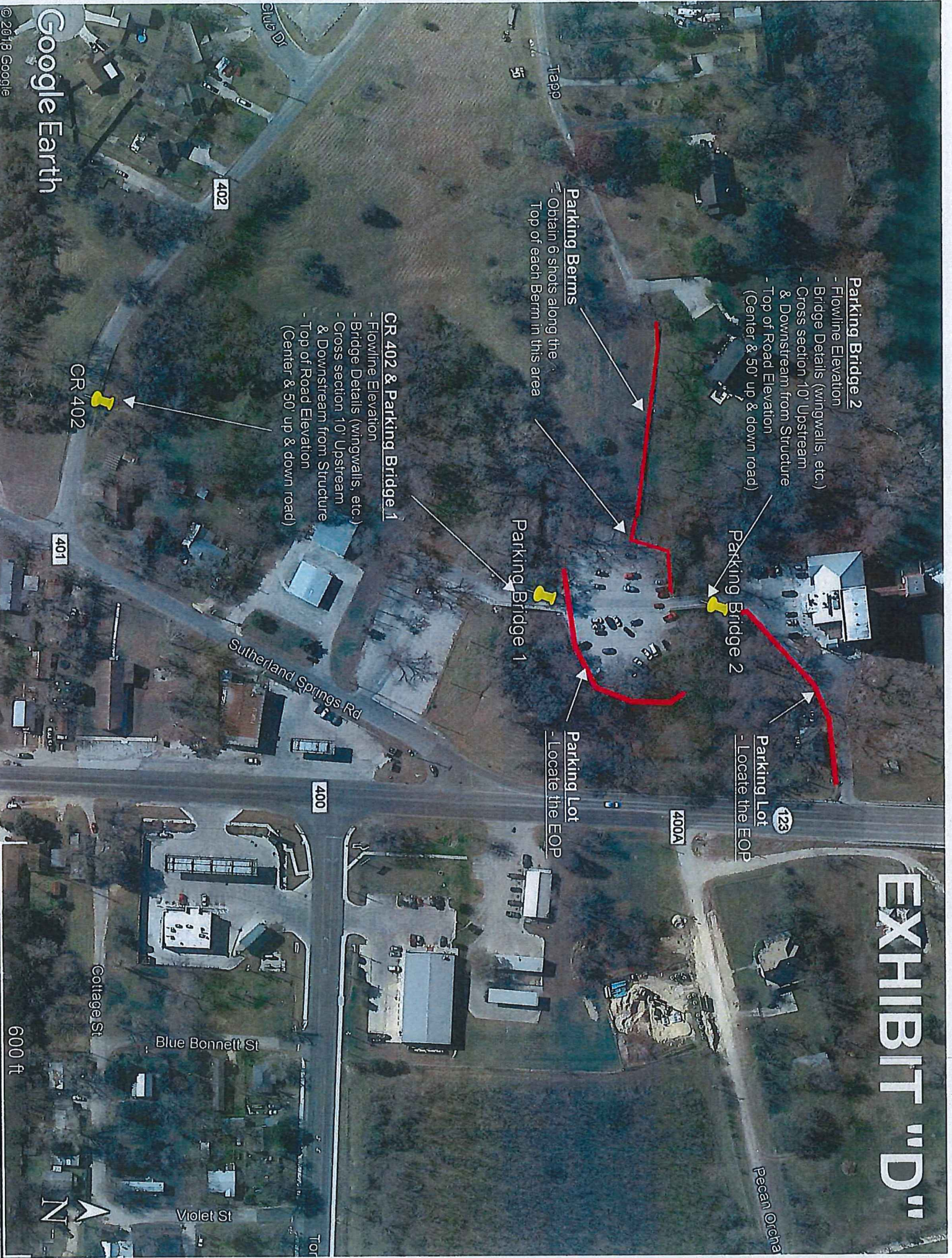


EXHIBIT "D"



Parking Bridge 2

- Flowline Elevation
- Bridge Details (wingwalls, etc.)
- Cross section 10' Upstream & Downstream from Structure
- Top of Road Elevation (Center & 50' up & down road)

Parking Bridge 1

- Obtain 6 shots along the Top of each Berm in this area

Parking Lot

- Locate the EOP

CR 402 & Parking Bridge 1

- Flowline Elevation
- Bridge Details (wingwalls, etc.)
- Cross section 10' Upstream & Downstream from Structure
- Top of Road Elevation (Center & 50' up & down road)