

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL CORRESPONDENCE SHEET
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA
ITEM NO. 9

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Andrew Martin, Louis A. Lendman, Milo D. Nitschke, and file

SUBJECT: Ogden from Dewey to Ashby and E. Courtland from Main to McCullough

DATE: March 6, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts a proposal and awards a Community Development Block Grant (CDBG) funded professional service contract in the amount of \$57,694.00 payable to Bain Medina Bain, Inc., a non-MBE firm, for engineering services and \$5,800.00 for engineering contingency for an overall total amount of \$63,494.00 in connection with the Ogden from Dewey to Ashby and E. Courtland from Main to McCullough projects located in Council District 1.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This ordinance authorizes compensation to Bain Medina Bain, Inc. for basic engineering services through final design phase, geotechnical service, pavement design, Texas Department of Licensing and Regulation (TDLR) review, and bidding phase service for the Ogden from Dewey to Ashby and E. Courtland from Main to McCullough projects. The scope for these projects provides for design only and will reconstruct the streets with curbs and sidewalks. The selection of this consultant was accomplished through a Request for Qualifications process for the 28th Year Community Development Block Grant projects with twenty (20) firms responding. The Architects and Engineering Selection Committee selected Bain Medina Bain, Inc., which rated 2nd highest of the 20 firms for one of three projects available. This contract will initiate the design phase of this project and is scheduled for completion by February 2004.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved CDBG funded Capital Improvements Projects.

FINANCIAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY03-08 Capital Improvement Program Budget. This item represents a portion of a total estimated City project cost of \$80,000.00. Funds in the amount of \$63,494.00 are available from CDBG funds and authorized payable as follows:

\$57,694.00	payable to Bain Medina Bain, Inc. for engineering services
\$ 5,800.00	payable for engineering contingency

COORDINATION

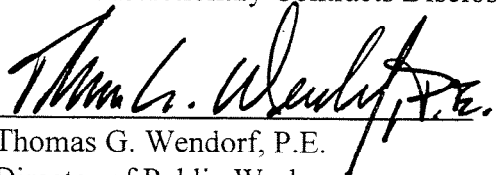
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, and the Department of Housing and Community Development.

SUPPLEMENTARY COMMENTS

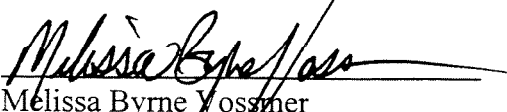
The Discretionary Contracts Disclosure statement required by the Ethics Ordinance is attached.

ATTACHMENT

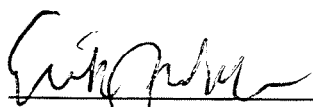
- I. Project Map
- II. Bain Medina Bain, Inc. Letter, dated December 4, 2002
- III. Discretionary Contracts Disclosure


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

2/20/03

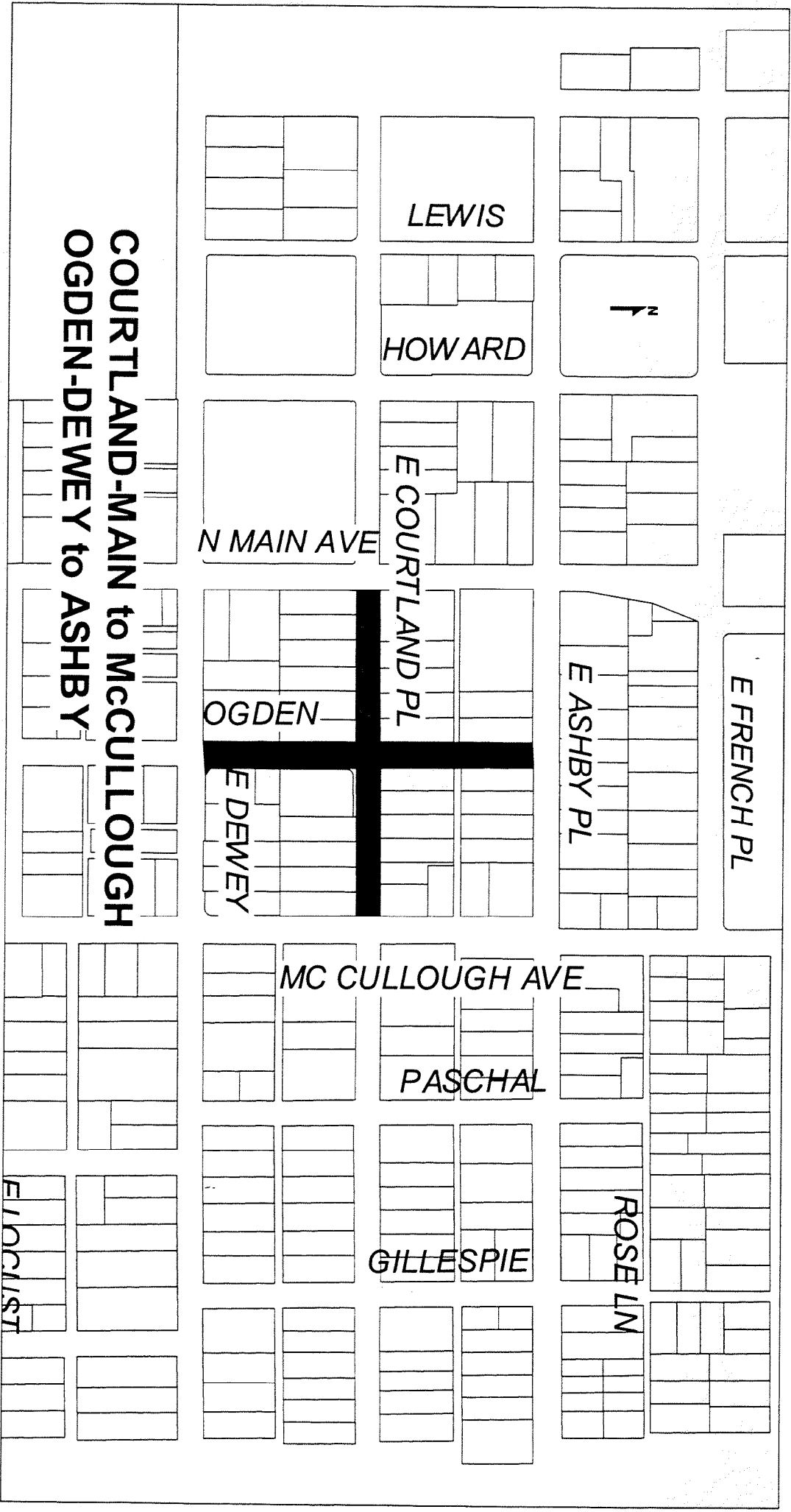

Melissa Byrne Yossner
Assistant City Manager

Approved:


for Terry M. Brechtel
City Manager

28th Year CDBG Projects
ARCHITECT/ENGINEER STATEMENT OF INTEREST REVIEW

Weight Factors						80	20	100
Architect/Engineer Candidates						PUBLIC WORKS AVERAGE	SBEDA	Total Rating
	San Antonio Design Group, Inc.	68	62	66	50	62	17	79
	Bain Medina Bain, Inc.	69	66	51	55	60	17	77
	Lockwood, Andrews & Newnam, Inc. (LAN)	77	67	66	59	67	9	76
	Maestas & Bailey, Inc.	69	62	52	53	59	17	76
	K.M. Ng & Associates, Inc.	67	54	49	53	56	17	73
	Hoyt Consulting Engineers, Inc.	75	58	49	49	58	14	72
	Turner Collie & Braden, Inc.	69	57	64	57	62	9	71
	GGI Engineers, Inc.	68	68	55	50	60	11	71
	SIA Engineering, Inc.	61	55	52	49	54	17	71
	Rosin Group, Inc.	66	72	49	46	58	11	69
	Claunch & Miller, Inc.	77	58	49	58	61	6	67
	Civil Engineering Consultants	58	63	48	55	56	10	66
	Ronnfeldt Engineering Consultants, Inc.	64	53	50	47	54	11	65
	Jaster-Quintanilla San Antonio, LLP	57	53	43	39	48	17	65
	Sunland Engineering Company	61	53	54	47	54	10	64
	GE Reaves Engineering, Inc.	62	53	48	44	52	11	63
	HVJ Associates, Inc.	56	53	48	32	48	15	63
	Givler Engineering, Inc.	58	53	49	40	50	11	61
	Abijah Engineering, Baker Surveying, and The Abijah Group, Inc.	52	54	48	42	49	11	60
	Dimensional Construction Consulting	49	53	50	36	47	11	58
Notes: * Special Considerations - special expertise regarding codes, ADA, rules, regulations, regulatory agency criteria, etc. of: TNRCC (Texas Natural Resource Conservation Commission), HDRC (Historic and Design Review Commission) and TxDOT as they relate to this project. ** Percentages for Locally Headquartered Businesses, DBE firms and Small Business Economic Development Advocacy policy compliance will be provided by Economic Development Department.								
	Reviewer:							



COURTLAND-MAIN to MCCULLOUGH
OGDEN-DEWEY to ASHBY

E LOCUST

Bain Medina Bain, Inc.



Engineers & Surveyors

December 4, 2002

Revised December 30, 2002

Jim Clements, P.E.
City of San Antonio
P. O. Box 839966
San Antonio, Texas 78283-3966

Re: Ogden - Dewey to Ashby and E. Courtland - Main to McCullough
BMB Project No. C-0935

Dear Mr. Clements:

Bain Medina Bain, Inc. (BMB) is pleased to submit this proposal to provide professional engineering services for the above referenced project. Attached is a breakdown by task, man hours and dollars for each phase. Also attached is the proposal for the geotechnical study. This fee is based on combining the plans and building both projects as one project.

<u>Phase</u>	<u>Labor</u>	<u>Expenses</u>	<u>Subconsultants</u>	<u>Total</u>
Preliminary Phase A	17,472.00	400.00		17,872.00
Preliminary Phase B	14,462.00	350.00	5,060.00	19,872.00
Final Design	13,146.50	710.00	793.50	14,650.00
Bid Phase and Documents	4,100.00	1,200.00		5,300.00
TOTAL	\$49,180.50	\$2,660.00	\$ 5,853.50	\$57,694.00

BMB is ready to begin as soon as we receive a Notice to Proceed. Please feel free to call if you have any questions or need further information.

Sincerely,

Pamela Bain
President

December 4, 2002

Revised December 30, 2002

COST BREAKDOWN FOR OGDEN AND E. COURTLAND			
I. BASIC ENGINEERING SERVICES - ESTIMATE OF COMPENSATION			
DIRECT SALARY COSTS			
EMPLOYEE CATEGORY	HOURS	DOLLARS	TOTAL
Project Manager	51	\$110.00	\$5,610.00
Design Engineer	79.5	\$95.00	\$7,552.50
Professional Surveyor	18	\$95.00	\$1,710.00
Engineer-In-Training	134	\$75.00	\$10,050.00
CADD Technician	196	\$68.00	\$13,328.00
Survey Technician	36	\$60.00	\$2,160.00
Drafting Technician	21	\$40.00	\$840.00
Three Person Survey Crew	50	\$110.00	\$5,500.00
Administrative Assistant	54	\$45.00	\$2,430.00
TOTAL DIRECT SALARY FOR BAIN MEDINA BAIN, INC.			\$49,180.50
EXPENSES			
Survey Expenses			\$300.00
Plots	180	\$3.00	\$540.00
Prints 22" x 34"	2,200	\$0.50	\$1,100.00
Copies 8 1/2" x 11"	9,000	\$0.08	\$720.00
TOTAL EXPENSES FOR BAIN MEDINA BAIN, INC.			\$2,660.00
SUBTOTAL BAIN MEDINA BAIN, INC.			\$51,840.50
SUBCONSULTANTS			
Arias & Associates	1.15	\$4,400.00	\$5,060.00
TDLR Review	1.15	\$690.00	\$793.50
SUBTOTAL SUBCONSULTANTS			\$5,853.50
FEE TOTAL			\$57,694.00

December 4, 2002
Revised December 16, 2002
Revised December 30, 2002

Page 1 of 3

OGDEN AND E. COURTLAND
BAIN MEDINA BAIN INC.

	PROJECT MANAGER \$110.00	DESIGN ENGINEER \$95.00	SURVEYOR (RPLS) \$95.00	ENGINEER- IN-TRAINING \$75.00	CADD TECHNICIAN \$88.00	SURVEY TECHNICIAN \$80.00	DRAFTING TECHNICIAN \$40.00	THREE MAN SURVEY CREW \$110.00	ADMIN. ASST. \$45.00	TOTAL HOURS
PRELIMINARY PHASE A										
Agency Scoping	2								2	4
Initial Investigation	2			2		2			2	8
Subtotal Hours	4	0	0	2	0	2	0	0	4	12
Subtotal Dollars	\$440.00	\$0.00	\$0.00	\$150.00	\$0.00	\$120.00	\$0.00	\$0.00	\$180.00	\$890.00
RIGHT-OF-WAY										
Establish Horizontal Control on State Plane Coordinate System (NAD-83)			2			2		2		6
Locate and Verify Control			1			2		2		5
Locate and Verify TBM's			1			2		2		5
Set Baseline Control at PC's, PI's and PT's			1			2		2		5
Establish/Set Permanent Benchmarks at 500' Intervals			1			2		2	2	7
Locate R.O.W. and Tie to Baseline			2			2		4		8
UTILITIES MAPPING										
Obtain Existing Records			1			2			2	5
Coordinate Marking and Field Locate Utilities			1			4		4	2	11
Evaluate Locates and Rectify Against Records			1		4	2		4		11
Develop Utility Mapping File			1		4	2				7
Subtotal Hours	0	0	12	0	8	22	0	22	6	70
Subtotal Dollars	\$0.00	\$0.00	\$1,140.00	\$0.00	\$544.00	\$1,320.00	\$0.00	\$2,420.00	\$270.00	\$5,694.00
FIELD SURVEY										
<u>Street Topography Survey:</u>										
Topographic Features in R.O.W., Mailboxes, Signs, Fences, Sidewalks, Driveways, Retaining Walls, Etc.			2		8	4		12		26
<u>Tree Survey:</u>										
Show Locations, Species, Trunk Diameter and Canopy Size			1		2	2		2		7
<u>Other Survey</u>										
Cross-sections at 50' Intervals Along Project Limits			1		4	2		4		11
Subtotal Hours	0	0	4	0	14	8	0	18	0	44
Subtotal Dollars	\$0.00	\$0.00	\$380.00	\$0.00	\$552.00	\$480.00	\$0.00	\$1,980.00	\$0.00	\$3,792.00
PHASE A REPORT										
Research Existing Drainage Information		2		2						4
Determine Existing and Proposed Hydrology		2		3	2					7
Analyze Existing Street Drainage		2		3	2					7
Existing Plan View		2		3	3					8
Proposed Plan View	1	2		3	6					12

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December 4, 2002
Revised December 16, 2002
Revised December 30, 2002

OGDEN AND E. COURTLAND
BAIN MEDINA BAIN INC.

	PROJECT MANAGER	DESIGN ENGINEER	SURVEYOR (RPLS)	ENGINEER- IN-TRAINING	CADD TECHNICIAN	SURVEY TECHNICIAN	DRAFTING TECHNICIAN	THREE MAN SURVEY CREW	ADMIN. ASST.	TOTAL HOURS
	\$110.00	\$95.00	\$95.00	\$75.00	\$68.00	\$60.00	\$40.00	\$110.00	\$45.00	
Profile	1	2		2	4					9
Cost Estimate	1	2		3	2				2	10
Quality Assurance/Quality Control	2	2		2	4					10
Submittal (14 copies)	1	2		2	2		4		1	12
Review Meeting	3								1	4
Revise and Resubmit per Comments	1	2		2	2				1	8
Subtotal Hours	10	20	0	25	27	0	4	0	5	91
Subtotal Dollars	\$1,100.00	\$1,900.00	\$0.00	\$1,875.00	\$1,836.00	\$0.00	\$160.00	\$0.00	\$225.00	\$7,096.00
PRELIMINARY PHASE A SUBTOTAL										\$17,472.00
PRELIMINARY PHASE B										
Coordinate Soil Borings and Pavement Design		1		1	1			2		5
Preliminary Title and Index of Sheets		1		2	4					7
Preliminary Sequence of Work for Traffic Control	1	3		4	6					14
Preliminary Plan and Profile	1	3		12	24					40
Preliminary Details	1	2		4	8					15
Preliminary Cross Sections	1	3		12	24					40
Cost Estimate	2	3		8	6				2	19
Quality Assurance/Quality Control	2	3		4	8				1	18
Submittal (14 copies)		2		4	4		6		4	20
Phase B Design Review Meeting	3									0
Revise and Resubmit per Comments	2	2		4	4				1	13
Subtotal Hours	13	23	0	53	68	0	6	2	8	194
Subtotal Dollars	\$1,430.00	\$2,185.00	\$0.00	\$3,975.00	\$6,052.00	\$0.00	\$240.00	\$220.00	\$360.00	\$14,462.00
FINAL DESIGN										
Title and Index of Sheets				0.5	1					1.5
Sequencing of Work	1	2		4	4					11
Summary of Quantities	1	2		4	6					13
Plan and Profile	1	1		2	3					7
Roadway Details		0.5		1	2					3.5
Wheelchair Ramp Details				0.5	1					1.5
SW3P Plan		1		1	2					4
Signing Layout	1	1		2	4					8
Cross Sections	1	2		6	12					21
Cost Estimate	1	2		2	1				2	8
Prepare Bid Proposal	1	2		2					4	9

December 4, 2002
Revised December 16, 2002
Revised December 30, 2002

Page 3 of 3

OGDEN AND E. COURTLAND
BAIN MEDINA BAIN INC.

	PROJECT MANAGER	DESIGN ENGINEER	SURVEYOR (RPLS)	ENGINEER- IN-TRAINING	CADD TECHNICIAN	SURVEY TECHNICIAN	DRAFTING TECHNICIAN	THREE MAN SURVEY CREW	ADMIN. ASST.	TOTAL HOURS
	\$110.00	\$95.00	\$95.00	\$75.00	\$68.00	\$60.00	\$40.00	\$110.00	\$45.00	
Prepare Specification Package	1	2		4					2	9
Centerline Staking for Utilities			2		2	4		8		16
Quality Assurance/Quality Control	2	3		4	8				2	19
Submittals (15 copies)	1	2		2	4		4		2	15
Design Review Meeting	3								2	5
Revise and Resubmit per Comments	2	4		4	8				2	20
Subtotal Hours	16	24.5	2	39	58	4	4	8	18	171.5
Subtotal Dollars	\$1,780.00	\$2,327.50	\$190.00	\$2,925.00	\$3,944.00	\$240.00	\$160.00	\$880.00	\$720.00	\$13,146.50
BID PHASE AND DOCUMENTS										
1. Prepare Bid Package		1		2					2	5
2. Submit One Advance Copy for Review		1		1			2		1	5
3. Revise per Comments		1		1			2		1	5
4. Submit Bidding Documents for Bid (20 sets)		1								1
5. Submit 9 sets for CSA		1								1
6. Attend Pre-Bid Conference	2									2
7. Answer Contractors' Questions	2	2		2					1	7
8. Attend Bid Opening	2									2
9. Tabulate Bids		1		2					4	7
10. Review Bids	1	1		2						4
11. Make Recommendation	1	1		2					2	6
12. Submit Tabulation of Bids and Recommendation (5 copies)		1		2			2		2	7
13. Submit Remaining sets of Plans and Specifications to CSA		1		1			1		1	4
Subtotal Hours	8	12	0	15	0	0	7	0	15	57
Subtotal Dollars	\$880.00	\$1,140.00	\$0.00	\$1,125.00	\$0.00	\$0.00	\$280.00	\$0.00	\$675.00	\$4,100.00
TOTAL HOURS	61	79.5	18	134	196	36	21	60	64	639.6
TOTAL DOLLARS	\$6,810.00	\$7,552.50	\$1,710.00	\$10,050.00	\$13,328.00	\$2,180.00	\$840.00	\$5,500.00	\$2,430.00	\$49,180.60

ADDITIONAL SERVICES

Geotechnical	4400 x \$1.15	"	\$5,060.00
TDLR Review	690 x \$1.15	"	\$793.50
Printing and Survey Supplies		"	\$2,680.00
Subtotal Additional Services			\$8,533.50

TOTAL

\$57,694.00



ARIAS & ASSOCIATES

Geotechnical • Environmental • Testing

December 3, 2002

A&A File No. 02 SA-2353P (Revised 12/17/02)

Mr. Carl Bain, Jr.
Bain Medina Bain, Inc.
1026 Central Parkway South
San Antonio, Texas 78232

RE: Proposal for Geotechnical Engineering Services
Proposed Reconstruction
East Courtland Street: McCullough to North Main
Ogden Street: East Dcwey to East Ashby Place
San Antonio, Texas

Dear Mr. Bain:

Thank you for the opportunity to submit this proposal for geotechnical engineering services for the proposed project. We understand that the prospective development is to consist of approximately 1,300 linear feet of roadway reconstruction total for both streets.

As requested, Arias & Associates, Inc., proposes the following geotechnical services for the project:

- 1) We will perform two (2) soil borings to a maximum depth of ten (10) feet each within the existing roadways. Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations by a representative of our firm.
- 2) The subsurface soils will be characterized in accordance with their physical and engineering characteristics by means of Atterberg Limits, moisture content, density, strength tests, CBR, and grain size analysis, as appropriate.
- 3) A description of the site and general soil and geologic conditions encountered will be described and assessed.
- 4) OSHA soil classification will be provided for trenching requirements.
- 5) Pavement recommendations utilizing DARWIN design software will be provided.
- 6) Site preparation, fill, backfill and placement criteria will be provided.
- 7) The results of the scope of work will be submitted in a formalized report prepared by a registered professional engineer in the State of Texas.

762 Wilson
Eagle Pass, Texas 78852
(830) 757-8891
(830) 757-8899 Fax

10821 Gulfdale
San Antonio, Texas 78216
(210) 308-5884
(210) 308-5886 Fax

1030 Logandale
Houston, Texas 77032
(281) 227-2243
(281) 227-7088 Fax

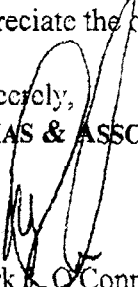
A&A engineers have conducted more than 3,500 geotechnical engineering projects in Texas. We are very familiar with the geotechnical design challenges of this project.

We propose that the fee for the performance of the scope of work for this project as described in this proposal be **\$4,400.00** and that the work be performed pursuant to the attached General Conditions. *We have assumed free access to the site in order to perform our field exploration. Costs required for gaining access to the site have not been included in our proposed fee.*

Our final written report will be delivered to you within three weeks of performance of the field exploration. If this schedule does not meet your needs, please inform us.

We will begin this work upon receipt of a signed copy of this proposal as signified below. We appreciate the opportunity to be of service to you during the design phase.

Sincerely,
ARIAS & ASSOCIATES, INC.


Mark J. O'Connor, P.E.
Vice-President - San Antonio Operations

Attachment: General Conditions

Agreed to this ____ day of _____, 2002

By: _____

Printed or Typed Name: _____

Title: _____

Company Name: _____

(Please Provide Us With The Following
Additional Project Information)

Architect: _____

Phone: _____

Civil Engineer: _____

Phone: _____

Structural Engineer: _____

Phone: _____

**ARIAS & ASSOCIATES INC
GENERAL CONDITIONS**

1. Scope of Work. The scope of work is outlined in the Proposal, which constitutes the Agreement. "Work" means the specific analytical, testing or other service to be performed by ARIAS & ASSOCIATES INC. hereinafter referred to as A&A as set forth in A&A's proposal. Client's acceptance thereof and these General Conditions. The verbal or written ordering of work of A&A shall constitute acceptance of the terms of ARIAS & ASSOCIATES INC'S proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. Parties. CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by A&A and accepts responsibility for payment as stated in these General Conditions. A&A is the Design Professional who will provide the proposed services to the CLIENT.
3. On-Site Responsibilities and Risks. Unless otherwise agreed, CLIENT will furnish right-of-entry and obtain permits as required for us to perform the fieldwork. A&A will take reasonable precautions to minimize damage to land and other property caused by our operations, but we have not included in our fee the cost of restoration of damage that may occur. If CLIENT desires us to restore the site to its former condition, we will undertake the repairs and add the cost to our fee.
4. Toxic and Hazardous Materials. CLIENT will provide us with all information within their possession or knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If toxic or hazardous materials are encountered though not anticipated as stated in our Proposal, we reserve the right to demobilize our field operations at CLIENT's expense. Remobilization may proceed following consultation with CLIENT's acceptance of proposed safety fee adjustments.
5. Utilities and Pipelines. While performing our fieldwork, we will take reasonable precautions to avoid damage to sub-surface structures, pipelines and utilities. CLIENT agrees to hold A&A and its officers, agents, employees and subcontractors harmless from all claims, suits, losses, costs and expenses including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to the performance of our work and arising from subsurface conditions which are not called to our attention and correctly shown on plans furnished.
6. Representation. Services performed by A&A will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the geotechnical profession practicing under similar conditions. CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We are not responsible for the interpretation by others of the information provided to our CLIENT.
7. Limitation of Liability. In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and A&A the risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, the liability of A&A to the CLIENT, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement for any cause or causes shall not exceed \$50,000. Such causes include but are not limited to the firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
8. Invoices and Payment. An invoice will be submitted bi-weekly or upon completion of our scope of our work. Terms - Net 30 (1%, 10, Net 30). CLIENT agrees to pay a finance charge of 1% per month on past due accounts.
9. Construction Observation. A&A does not guarantee the performance of, and shall have no responsibility for, the act or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained A&A to provide exhaustive or continuous project review and observation services.
10. Termination of Services. This Agreement may be terminated by the CLIENT or A&A upon 10 days prior written notice. In the event of termination, the CLIENT shall pay A&A for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.
11. Changed Conditions. The CLIENT shall rely on A&A's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to A&A. Should A&A call for contract renegotiation, A&A shall identify the changed conditions necessitating renegotiation and the CLIENT shall promptly and in good faith enter into renegotiation of the Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
12. Indemnification. The CLIENT agrees to indemnify and hold harmless A&A, its officers, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT'S negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

PROPOSAL**COST ESTIMATE WORK SHEET**

12/17/02

East to the Place

CLIENT:
ADDRESS:JOB NAME:
LOCATION:

PHONE NUMBER:

FAX:

CONTACT:

TYPE of JOB

I FIELD WORK**A. SAMPLING / FIELD EQUIPMENT**

NUMBER OF FEET

\$/FT + 20%

COST

2010
7 miles

20

10.50
160\$ 210-
\$ 160-
\$
\$
\$**B. FIELD PERSONNEL**

RATE / HR

NUMBER OF HRS

\$ 210
\$ 200
\$ 240
\$ 27
\$ 300Lopez & Flores
City of Miami - Port of Miami
City of Miami - Port of Miami
Traffic Control35
35
370/cashMILEAGE: (round trip)
300-MILES 150 X \$0.31
45

TOTAL:

\$ 2367-

II LABORATORY WORK**A. Moisture Content Tests**

NUMBER OF TESTS

UNIT RATE

COST

B. Atterberg Tests**C. Dry Density Tests****D. Unconfined Compression Tests****E. -200 Sieve Tests****F. Percent Swell Tests****G. Sample Prep Tests**12
60
2
3
3
256
1\$10
\$40
\$15
\$30
\$28
\$85
\$35
300\$ 120
\$ 240
\$ 30
\$ 60
\$ 84
\$ 21
\$ 72
\$ 300
\$ 904

TOTAL:

III REPORT

- A. ☒ Short Report..... DARWIN DESIGN
- B. ☐ Shallow Foundation Report.....
- C. ☐ Grade Beam Report.....
- D. ☐ Pier Report.....
- E. ☐ Combination Pier and Grade Beam Report.....
- F. ☐ Geologic Assessment Report.....
- G. ☐ Environmental Report.....

COST
\$ 1100-
\$
\$
\$
\$
\$
\$

TOTAL ESTIMATE OF COSTS: \$ 4371-

ESTIMATE QUOTED: \$ 4400-

PROPOSAL NUMBER: 22

City of San Antonio
Discretionary Contracts Disclosure

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

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

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

Pamela Bain, as President of Bain Medina Bain, Inc.

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

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

Bain Medina Bain, Inc. would be the sole business entity for this contract.

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

N/A

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

N/A

Political Contributions

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


To Whom Made:	Amount:	Date of Contribution:
David Carpenter	\$140.00	April 2001
CECPAC	\$360.00	March 2001
Friends of Ed Garza and Nelson Wolff	\$150.00/each	September and October 2002
Friends of Bonnie Conner, Robert Tejada, Carroll Schubert, Bobby Perez, Toni Moorehouse, Lyle Larson, David Carpenter, Julian Castro, Paul Elizondo and Enrique Barrera	\$50.00/each	July thru October 2002

City of San Antonio
Discretionary Contracts Disclosure

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Disclosure in Proposals

Any individual or business entity seeking a discretionary contract with the City of San Antonio shall disclose any known facts which, reasonably understood, raise a question* as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

Signature: 	Date: January 6, 2003

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