

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA  
ITEM NO. **12**

**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; Louis A. Lendman; Andrew Martin, Milo D. Nitschke; File

**SUBJECT:** Navidad from Martin to Salinas

**DATE:** June 19, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance amends a professional service contract and authorizes additional funds in the amount of \$7,100.00, payable to San Antonio Design Group, Inc., a non-MBE firm, for engineering services and \$710.00 for engineering contingency for an overall total amount of \$7,810.00 in connection with the Navidad from Martin to Salinas, an authorized Community Development Block Grant (CDBG) funded project, located in Council District 1.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This ordinance provides for additional compensation to San Antonio Design Group, Inc. for engineering services to increase the scope to include Beso Lane and construction administration. The addition to reconstruct Beso Lane is necessary to improve drainage and traffic accessibility. The Navidad from Martin to Salinas project provides for a 30-foot street section, sidewalk, necessary drainage, and to reconstruct 200 feet of Beso Lane. This project is currently under design and is scheduled for bid advertising in August 2003, start construction by September 2003, and be completed by December 2003.

This professional service contract was originally approved by City Ordinance No. 97036 on January 16, 2003 and initially authorized \$14,987.00 for services related to this project. This City Council action will increase the total, to date, authorized for this professional service contract to \$22,087.00.

**POLICY ANALYSIS**

Approval of this ordinance will be a continuation of Council policy to complete previously approved CDBG funded Capital Improvement projects.

## **FISCAL IMPACT**

This is a one-time capital improvement expenditure within budget and included in the FY03-05 Capital Improvement Program Budget. Funds in the amount of \$7,810.00 are available from CDBG funds to be allocated and authorized payable as follows:

\$7,100.00 payable to San Antonio Design Group, Inc. for engineering services

\$ 710.00 payable for engineering contingency

This item represents a portion of the total estimated City project cost of \$27,926.00.

## **COORDINATION**


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

## **SUPPLEMENTARY COMMENTS**

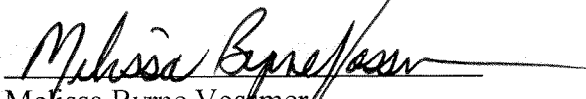
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

## **ATTACHMENTS**


- I. Project Map
- II. San Antonio Design Group, Inc. Letter, dated April 9, 2003
- III. Discretionary Contracts Disclosure Form

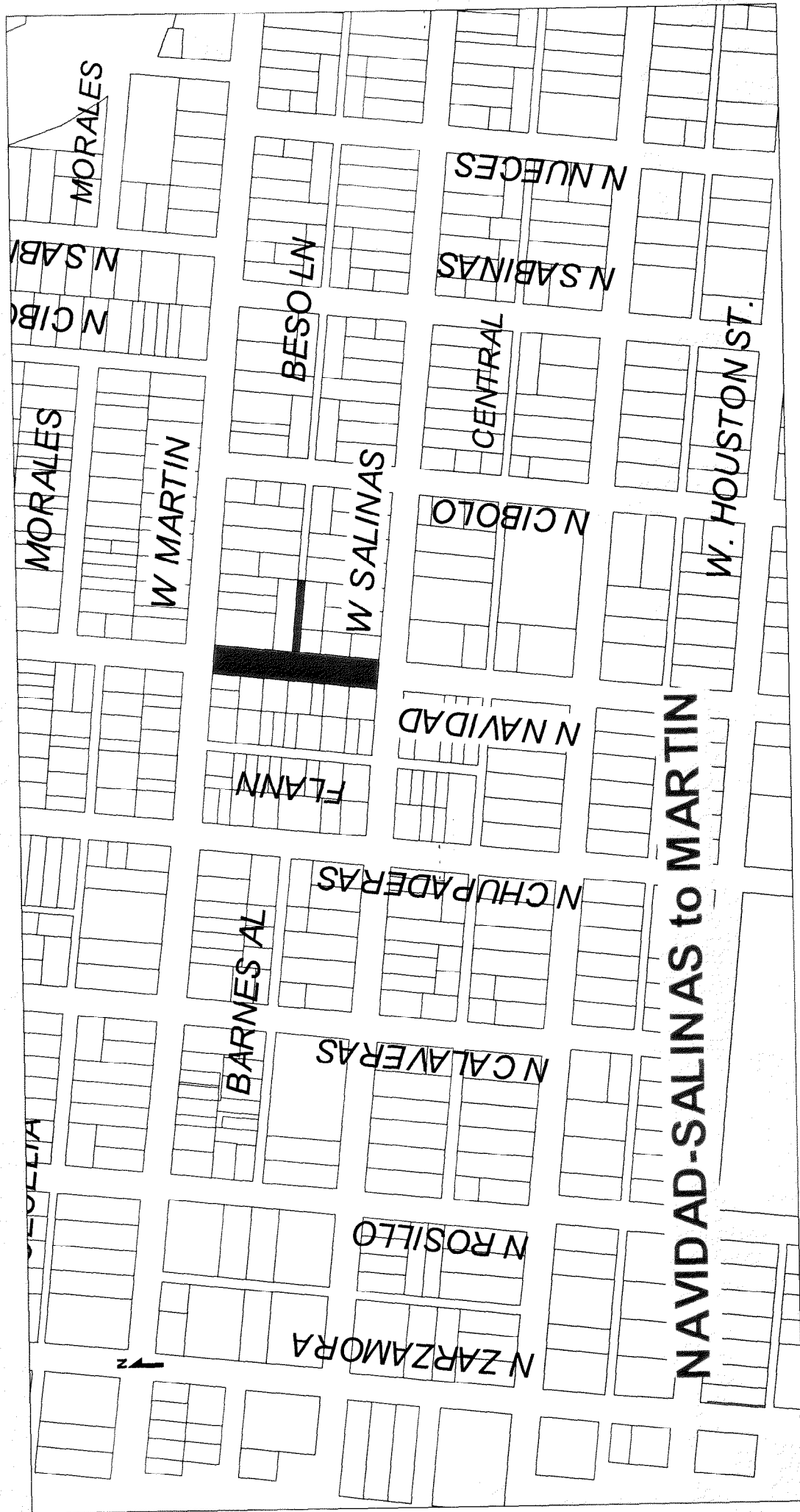
  
Thomas G. Wendorf, P.E.

Director of Public Works

  
Melissa Byrne Vosmer  
Assistant City Manager

Approved:

  
Terry M. Brechtel  
City Manager





**San Antonio  
Design Group Inc.**

DEVELOPMENT & INFRASTRUCTURE  
CONSULTING ENGINEERS

April 9<sup>th</sup>, 2003

SADG Project 02104

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

**RE: NAVIDAD – MARTIN TO SALINAS**

Dear Mr. Clements

The purpose of this letter is to provide an additional services fee proposal for including the reconstruction of approximately 200 feet of Beso Alley in the reference project.

San Antonio Design Group Inc. (SADG) proposes to provide all necessary work and documents, through Design Phase, for the reconstruction of approximately 200 feet of Beso Alley for the lump sum of **\$2000.00**.

Please call if you need any additional information or if you have any questions.

Sincerely

A handwritten signature in cursive script that reads 'J. A. Saucedo Jr.'.

J. A. Saucedo Jr.  
Principal

OK JAL



**San Antonio  
Design Group Inc.**

DEVELOPMENT & INFRASTRUCTURE  
CONSULTING ENGINEERS

April 9<sup>th</sup>, 2003

SADG Project 02104

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

**RE: NAVIDAD – MARTIN TO SALINAS**

Dear Mr. Clements

The purpose of this letter is to provide a fee proposal for the bidding and construction phases of the above referenced project.

San Antonio Design Group Inc. (SADG) proposes the following fees:

Bidding Phase	\$1,275.00
Construction Phase	<u>\$3,825.00</u>
<b>Total</b>	<b><u>\$5,100.00</u></b>

Please call if you need any additional information or if you have any questions.

Sincerely

A handwritten signature in cursive script that reads 'J. A. Saucedo Jr.'.

J. A. Saucedo Jr.  
Principal

*OK JML*

# City of San Antonio

## Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2  
Attach additional sheets if space provided is not sufficient.  
State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

### 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;

N/A

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:  
\_\_\_\_\_ a  
and the name of:

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

N/A

(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

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.


### 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 (24) months made directly or indirectly to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<b>Signature:</b> 	<b>Title: Principal</b>  <b>Company:</b> San Antonio Design Group Inc.	<b>Date:</b>  December 23, 2002

<sup>2</sup> 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.