

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

CONSENT AGENDA
ITEM NO. 13

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: Hillje from Avondale to Hot Wells

DATE: October 16, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance amends a professional service contract in the amount of \$7,791.00 payable to Lockwood, Andrews & Newnam, Inc., a non-MBE firm, for professional engineering services, in connection with the Hillje from Avondale to Hot Wells project, a Community Development Block Grant (CDBG) funded project located in City Council District 3.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This ordinance provides additional compensation to Lockwood, Andrews & Newnam, Inc. for additional professional engineering services involving the preparation of Right of Way (ROW) acquisition documentation for seven parcels identified as requiring surveying and platting along the project limits.

This professional service contract was originally approved by City Ordinance No. 97216 on February 20, 2003 and initially authorized \$36,700.00 for services related to this project. This Council action will increase the total authorized for this professional service contract to \$44,491.00.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Community Development Block Grant (CDBG) funded projects.

FISCAL IMPACT

Funds in the amount of \$7,791.00 are available from Community Development Block Grant (CDBG) funds and authorized payable to Lockwood, Andrews & Newnam, Inc. for engineering expenses.

COORDINATION

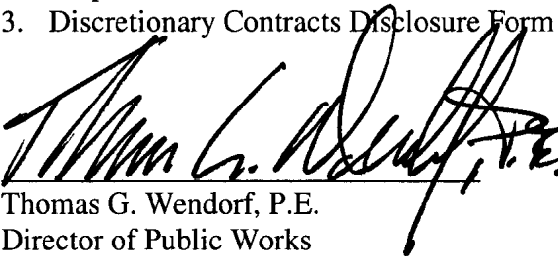
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

SUPPLEMENTARY COMMENTS

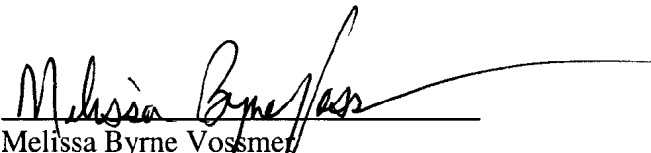
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

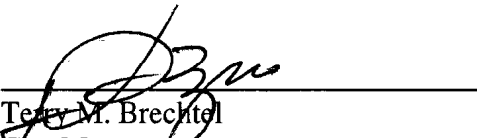
ATTACHMENTS

1. Project Map
2. Proposal
3. Discretionary Contracts Disclosure Form

 10/3/03
Thomas G. Wendorf, P.E.
Director of Public Works

Approved:


Melissa Byrne Vossmer
Assistant City Manager


Terry M. Brechtel
City Manager

HILLJE - AVONDALE TO HOT WELLS

AVONDALE

21

HILLJE

I.H. 37

HOT WELLS



Lockwood, Andrews
& Newnam, Inc.
A SUBSIDIARY OF LEO A DALY

RECEIVED

SEP 25 2003

CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

September 22, 2003

Mr. Samuel Hutchins IV, P.E.
City of San Antonio Public Works Department
114 W. Commerce, 5th Floor
San Antonio, Texas 78205

**RE: Fee Proposal for Preparation of ROW Acquisition Documentation
Hillje St: Avondale to Hot Wells**

Dear Mr. Hutchins:

Lockwood, Andrews & Newnam, Inc (LAN) is pleased to provide this revised fee proposal for professional services for the preparation of the Right-of-Way (ROW) Acquisition Documentation for the above referenced project. Per your request LAN asked the surveyor to revisit his fee compared to the fee given for the Avondale Project. Seven parcels have been identified as requiring platting along the project limits excluding the common parcel with the adjacent Avondale project. LAN proposes a revised lump sum fee of \$1113 per parcel, totaling \$7791 for the properties effected by the street improvements.

LAN has advised our surveyor that this work is urgent and is expected to be delivered within 3 weeks of notice to proceed.

Please call our office if we you have any questions or comments.

Sincerely,

Donald Lange, P.E.
Project Engineer



**Lockwood, Andrews
& Newnam, Inc.**

A SUBSIDIARY OF LEO A DALY

September 22, 2003

Mr. Samuel Hutchins IV, P.E.
City of San Antonio Public Works Department
114 W. Commerce, 5th Floor
San Antonio, Texas 78205

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LAN has advised our surveyor that this work is urgent and is expected to be delivered within 3 weeks of notice to proceed.

Please call our office if we you have any questions or comments.

Sincerely,

A handwritten signature in cursive script that reads 'Donald Lange'.

Donald Lange, P.E.
Project Engineer

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:

None

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

Lockwood, Andrews & Newnam, Inc.

and the name of:

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

Bain Medina Bain, Inc.

and the name of:

(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:

Leo A. Daly

¹ 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.

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(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.

None

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:
Ed Garza Campaign	\$150.00	August 9, 2002
Ed Garza Campaign	\$500.00	February 27, 2003
Thomas R. Aguilon Campaign	\$250.00	February 27, 2003
Friends of Toni Moorehouse	\$250.00	April 8, 2003
Friends of Enrique Barrera	\$100.00	April 8, 2003
Julian Castro Campaign	\$100.00	April 8, 2003
Carroll Schubert Campaign	\$250.00	April 8, 2003
John Clamp for City Council District 10	\$250.00	April 8, 2003
Joel Williams Campaign	\$250.00	May 12, 2003
Art Hall Campaign	\$250.00	May 15, 2003
Roger Flores Campaign	\$250.00	May 16, 2003
Friends of Toni Moorehouse	\$100.00	May 16, 2003
Councilman Ron Segovia	\$250.00	July 1, 2003

Disclosures in Proposals

City of San Antonio Discretionary Contracts Disclosure*


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Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question 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.

Signature: 	Title: Vice President Company: Lockwood, Andrews & Newnam, Inc.	Date: September 23, 2003

² 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.