

**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; Andrew Martin; Louis A. Lendman; Milo D. Nitschke; and file

SUBJECT: Goliad Road (Pecan Valley to Military), Phase I and Goliad Road Outfall, Phase II Projects

DATE: December 18, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance amends a professional service contract in the amount of \$245,922.19 from General Obligations of the City, payable to Civil Engineering Consultants, a non-MBE firm, for professional engineering services, and authorizes funds in the amount of \$24,592.22 for additional engineering contingency for a total amount of \$270,514.41, in connection with the Goliad Road (Pecan Valley to Military), Phase I project, an authorized 1994 Drainage Bond Project, and the Goliad Road Outfall, Phase II Project, an authorized 2003 Stormwater Revenue Bond project, located in Council District 3.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Goliad Road (Pecan Valley to Military) Phase I, Goliad Road Outfall Phase I, and Goliad Road Outfall Phase II are interrelated projects. Goliad Road Outfall, Phase I is being designed in-house and will include the construction of a 7,500-foot long earthen outfall channel on Brooks City-Base along Goliad Road from Military until the channel crosses Goliad. This channel will provide the drainage outfall for the Goliad Road (Pecan Valley to Military) Phase I Project. This project will also construct a new detention facility either on, or adjacent to Brooks-City Base and is scheduled to be advertised in February 2004 and to be completed in December 2004. The Goliad Road (Pecan Valley to Military) Phase I project will provide a typical 44-foot wide, 4 lane street section, curbs, sidewalks, driveway approaches and underground storm drain from Brooks City-Base north to Lasses depending on funding availability. This project also extends the underground culverts south on Brooks City-Base as funding permits, and is scheduled to be advertised in November 2004 and completed in May 2006. The Goliad Outfall Phase II project will construct a new concrete lined channel from IH 37 to Goliad Road, enlarge the existing 4 barrel 10' X 7' box culvert under Goliad Road and construct two crossings over the earthen channel on Brooks City-Base. This project is scheduled to be advertised in March 2006 and completed in December 2006.

This ordinance will provide additional compensation to Civil Engineering Consultants for professional engineering services that include the following modifications of the existing Goliad Road (Pecan Valley to Military) Phase I plans:

- Revise the design of the 9' x 6' box culvert under the Goliad/S.W. Military Drive intersection from accommodating a 25-year storm to a 100-year storm;
- Analyze the impact of the construction of the new earthen channel by the City on the current Goliad Road (Pecan Valley to Military) Phase I plans.

This ordinance will also provide for additional compensation to Civil Engineering Consultants for services related to the Goliad Outfall project to include:

- Design of the underground structure that converts the open channel to underground drainage;
- Design of a new concrete lined channel from IH 37 to Goliad;
- Design of the modifications to the existing 4-barrel 10'x 7' box culvert under Goliad Road to make the culvert capable of accommodating the run-off produced by a 100-year storm;
- Design of two crossings over the earthen channel on Brooks City-Base.

This professional service contract was originally approved by City Ordinance No. 81854 on March 16, 1995 and initially authorized \$180,000.00 for services related to this project. Subsequent Council action increased the total contract amount to \$293,824.08. This ordinance will increase the total authorized for this professional service contract to \$564,338.49. Drainage and Right of Way acquisition issues related to the additional design and construction of a suitable drainage outfall resulted in project delays and added costs.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1994 Drainage Bond and Stormwater Revenue Bond funded projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY 04-09 Capital Improvement Program Budget. Funds in the amount of \$21,249.80 are available from 1985 Drainage Improvement Bond funds, and \$249,264.61 is available from 2003 Stormwater Revenue Bond funds. This total amount of \$270,514.41 is authorized payable as follows:

\$245,922.19	Payable to Civil Engineering Consultants for engineering expenses
\$ 24,592.22	Payable for design contingency

COORDINATION

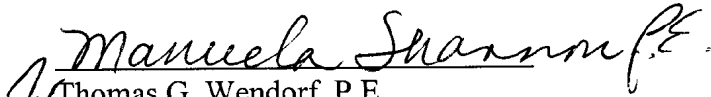
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

SUPPLEMENTARY COMMENTS

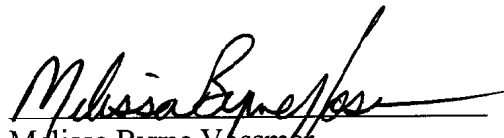
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

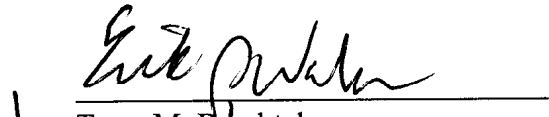
ATTACHMENTS

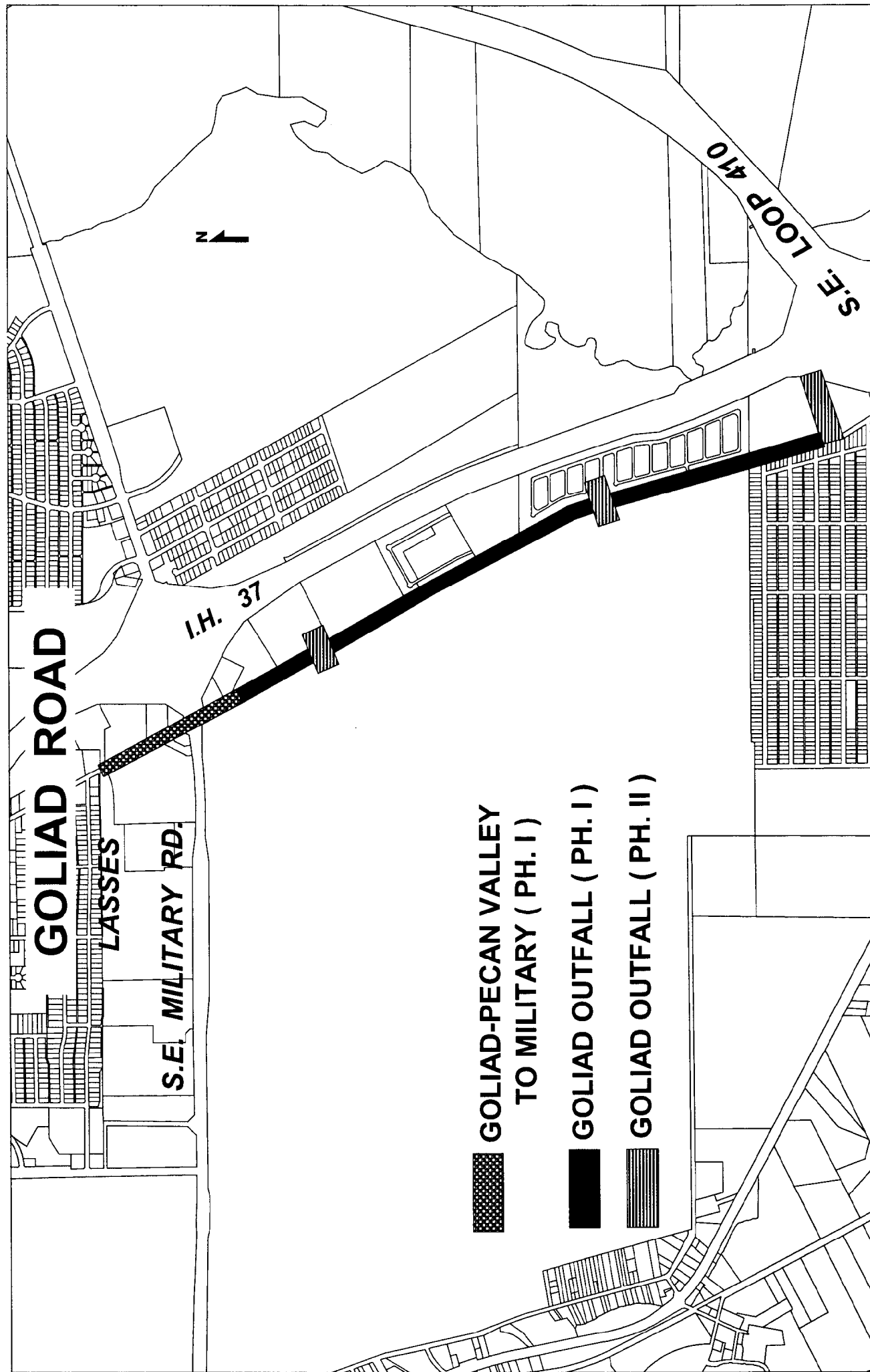
1. Project Map
2. Proposal
3. Discretionary Contracts Disclosure Form


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

Approved:


Melissa Byrne Vossmer
Assistant City Manager


Terry M. Brechtel
City Manager





CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

MUNICIPAL • DEVELOPMENT
SURVEYING • TRANSPORTATION

December 1, 2003

Mr. Samuel Hutchins IV, P. E.
Capital Projects Engineer
City of San Antonio, Department of Public Works
P. O. Box 839966
San Antonio, TX 78283-3966

Reference: **Goliad Road Outfall Channel**
CEC Project Number E0167305

Subject: **Updated Proposal for Engineering and Surveying Services**

Dear Mr. Hutchins:

Per your request, Civil Engineering Consultants (CEC) met with Doug Yerkes, Razi Hosseini, Maria Spongberg, Terrance Jackson, Samuel Carreon, Bill Krause, and you on November 19, 2003 regarding the scope of services for the completion of the project plans. Another meeting was held on November 25, 2003 to review the CEC proposal submitted for this project and to update the scope with the latest changes. The following is a updated description of how the project would be broken into three phases:

1. Phase I will consist of the design of the new 7,500 foot long drainage channel from S. E. Military Drive to the existing culvert under Goliad Road through Brooks City Base (BCB) by the City of San Antonio (CoSA). CEC will be provided both hard copy and electronic versions of the plans and cross-sections of the CoSA design to be used as existing conditions for use by CEC in Phase II of the project. CoSA will also design a new detention facility within BCB to handle the increased runoff from the ultimate development in this portion of the watershed. Electronic and hard copies of these calculations as well as the HEC-1 and HEC-RAS models for the watershed prepared by the City of San Antonio Drainage Department staff will be provided to CEC for inclusion in the final submittal to TxDOT to get permits to construct the Phase II and Phase III facilities.
2. Phase II would include the construction of a portion of the Goliad Road project from S. E. Military Drive to as far north as approximately \$2,500,000.00 will allow construction to progress. CEC will also prepare additive alternatives to the intersection of Goliad and Lasses to allow the City to award more construction as

11550 I.H. 10 WEST SUITE 395 SAN ANTONIO, TEXAS 78230-1037

TEL: 210.641.9999 FAX: 210.641.6440 EMAIL: CEC@CECTEXAS.COM

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WWW.CECTEXAS.COM



the funds will allow. The design of the proposed 9' x 6' box culvert under S.E. Military Drive will be increased to 10' x 6' to handle the runoff from a 100 year storm for that portion of the system and the design of a storm drainage junction structure and outfall culvert at Goliad Road and S. E. Military Drive inside BCB as far as \$800,000.00 will allow. CEC will also design the additive bid item for the outfall culvert as far as funding will allow(\$800,000.00 maximum).

The remainder of the proposed drainage system that will be constructed on Goliad Road will remain a 25 year frequency design. The new system on Goliad Road will help alleviate the drainage problems at the intersection of Goliad and S. E. Military Drive, but will not eliminate them until the remainder of the underground drainage system is constructed.

3. Phase III will consists of the design of a new concrete lined channel from IH 37 to Goliad Road, enlarge the 4 barrel 10' x 7' box culvert under Goliad Road to handle the 100 year storm, design two new driveways off Goliad Road and their associated drainage facilities for access into BCB, CEC will also provide topographic surveying from Goliad Road to IH 37 as a basis for the new construction as well as prepare field notes and survey plat to acquire the necessary drainage easement through the property.

To accomplish the completion of the project, CEC must accomplish the following tasks:

Phase II

1. Ascertain the impact of the design of the new outfall channel by the City on the current Goliad Plans.
2. Revise the design of the 9'x 6' box culvert under the Goliad/ SE Military Drive intersection to handle 100 year storm.
3. Design storm drainage junction structure and multiple box culvert outfall at Goliad & SE Military inside Brooks City Base as far as \$800,000.00 will allow.
4. Design an additive bid for additional multiple box culvert outfall as far as the funding will allow (\$800,000.00 maximum).

Phase III

1. Provide topographic surveying from IH 37 to the existing culvert under Goliad Road.
2. Design a new concrete lined channel from IH 37 to Goliad Road.

3. Revise the design of the 4 barrel 10' x 7' box culvert under Goliad to handle 100 year storm.
4. Design two new driveways off Goliad roadways and their associated bridges/drainage structures & channel modifications for access into Brooks City Base.
5. Prepare a study of various alternative bridge structures and opinions of probable construction cost for comparison to the construction of a multiple barrel box culverts under the two new roadways into BCB. CEC will study four alternative structural systems as the basis of this report - a precast structural bridge, a precast concrete bridge system, a corrugated multi-plate system and a reinforced earth structural system.
6. Provide additional survey plats and prepare field notes for easement acquisition through property between IH 37 and Goliad Road.
7. Prepare geotechnical investigation and report for the construction of bridges if this option is selected in Item Number 5 above.

Enclosed is a detailed scope of work that contains the items of work that comprise the tasks listed above. CEC is planning to submit the plan modifications in a variety of methods. Since the final plans for Phase II of the project have been completed except for the design of the new junction structure and outfall described above, only one submittal will be made to complete the design. The hydraulic calculations will be submitted early with the understanding that the City staff will perform an "on-board" review to speed up the process.

For Phase III, the engineering and surveying services normally completed in a standard City of San Antonio Professional Services Contract in Phase "A" and Phase "B" will be combined into one submittal including the modifications to the hydraulic reports. The only exception to this process is the development of the study for the alternative bridge structures under the two proposed entrances into BCB from Goliad Road. This study will be prepared prior to the submittal of the Phase "B" report so that the appropriate costs are recognized at that time. The second submittal for Phase III will be the final plans, specifications and opinion of probable construction cost. Also enclosed is a spreadsheet used to determine the cost of the engineering and surveying services to complete these tasks. A summary of these costs is shown below:

Phase II

- | | | |
|----|---|-------------|
| 1. | Ascertain the impact of the design of the new outfall channel by the City on the current Goliad Plans. | \$11,300.00 |
| 2. | Revise the design of the 9'x 6' box culvert under the Goliad/SE Military Drive intersection to handle the | |

100 year storm.	\$8,018.00
3. Design storm drainage junction structure and multiple box culvert outfall at Goliad & SE Military inside Brooks City Base as far as \$800,000.00 will allow.	\$56,750.00
4. Design an additive bid for additional multiple box culvert outfall as far as the funding will allow (\$800,000.00 maximum).	\$15,888.00
Subtotal	\$91,956.00

Phase III

	Phase "B" Fee	Final Design Fee
1. Provide topographic surveying from IH 37 to the existing culvert under Goliad Road.	\$1,330.00	\$0.00
2. Design a new concrete lined channel from IH 37 to Goliad Road including the culvert modifications under Goliad Road	\$21,394.00	\$11,520.00
3. Revise the design of the 4 barrel 10' x 7' box culvert under Goliad to handle the 100 year storm.	\$22,628.00	\$12,184.00
4. Design two new driveways off Goliad roadways and their associated multiple box culverts & channel modifications for access into Brooks City Base	\$35,409.00	\$19,067.00
5. Prepare a study of various alternative bridge structures	\$4,876.19	\$0.00
6. Provide additional surveying and prepare field notes for easement acquisition through property between IH 37 and Goliad Road.	\$0.00	\$4,894.00
7. Prepare geotechnical investigation and report for bridge foundations at a cost not to exceed	\$0.00	\$18,690.00
7. Prints and Miscellaneous	<u>\$0.00</u>	<u>\$1,974.00</u>

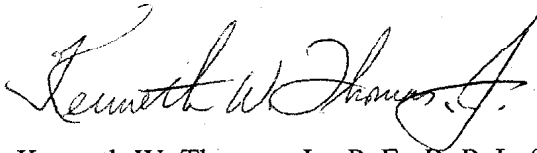
Subtotal	\$85,637.19	\$68,329.00
Subtotal Phase III		\$153,966.19
Total Fee		\$245,922.19

This proposal is based upon the payment of the remaining portion of the previous contract modification for the stormwater pumping station which was completed and will now be discarded. Payment for this modification will constitute the cost of final design and bidding. The fee for the construction phase services will be based on the existing Goliad Road Professional Services Contract based on the actual completed construction cost as determined by the Fee Table. If it is decided that items listed in this proposal are determined as unnecessary, the City of San Antonio will notify CEC as to the change and request that the work be deleted from the project. CEC will be reimbursed for the cost of its services incurred on any deleted item prior to such notification by the City.

The lump sum amount for each item for the Phase II items will be invoiced on the total cost per item. Partial payment of these services performed on Phase II and Phase III items will be made upon submittal of monthly invoices up to 50 % of the item. A total of 70% of the fee for this modification shall be due when the plans are submitted for review and the remaining 30% upon approval of the report. If this meets with your satisfaction, please send us a notice to proceed after City Council approves this modification to our contract. If you have any questions, please call me at 641-9999.

Very Truly Yours,

CIVIL ENGINEERING CONSULTANTS



Kenneth W. Thomas, Jr., P. E., R. P. L. S.
Principal & Public Works Division Manager



Proposal No. PSA03-C71
December 1, 2003

Raba-Kistner Consultants, Inc.

12821 W. Golden Lane
P.O. Box 690287, San Antonio, TX 78269-0287
(210) 699-9090 • FAX (210) 699-6426
www.rkci.com

AUTHORIZATION FORM

WE HEREBY AUTHORIZE RABA-KISTNER TO PERFORM THE FOLLOWING SERVICE(S):

Perform a geotechnical engineering study for the proposed bridge structures to be constructed on Brooks City Base in San Antonio, Texas; locate borings in the field utilizing tape and right angle measurements from existing landmarks (does not include surveying of boring locations); drill eight borings to a maximum depth of 70 ft below existing grade; perform laboratory characteristics testing; provide a written engineering report to include bridge foundation design and construction recommendations.

LOCATION WHERE SERVICES ARE TO BE PERFORMED: Brooks City Base, San Antonio, Texas.

LUMP SUM COST: \$18,690 (Assumes boring locations are accessible to truck mounted drill rigs and utilization of standard geotechnical drilling methods (non-environmental)).

ESTIMATED SCHEDULE: Report issued within 30 working days of receiving written authorization to proceed.

Historically, the cost of our field services is about 45 percent of our total cost. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent of the total cost as soon as the field exploration phase of our study is complete.

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the attachments. Please return one signed copy of this form to provide our firm with written authorization.

SIGNATURE	x	DATE	
PRINTED NAME	Mr. Ken Thomas		
COMPANY NAME (CLIENT)	Civil Engineering Consultants		
COMPANY ADDRESS	11550 IH-10 West, Ste 395		
CITY, STATE, ZIP	San Antonio, Texas 78230		
PHONE #	641-9999	FAX #	641-6440

RABA-KISTNER CONSULTANTS, INC.

Chris L. Schultz, P.E.
Vice President

CLS/mem

Attachments:

- I - Schedule of Fees for Professional Services
- II - Standard Terms and Conditions

ATTACHMENT I

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$125 to \$200/hour
	Professional	\$55 to \$165/hour
	Technical/Clerical/Administrative.....	\$35 to \$55/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

<u>EXPENSES:</u>	Use of computer hardware and software (additional charge)	
	Computer-aided drafting	\$15/hour
	Computerized word processing, database	\$15/hour
	and spreadsheet management, and modeling	

Use of company automobiles will be charged at \$0.50 per mile. Automobiles and light trucks assigned to field sites will be charged at \$50.00 per day, plus \$0.50 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is attachment is valid for 90 days from the date of the proposal.

SCHEDULE FOR FEES FOR GEOTECHNICAL LABORATORY TESTING SERVICES

A. CLASSIFICATION TESTS

1. Water Content and Visual Classification..... \$10.50/ea
2. Plastic and Liquid Limits \$65.00/ea
3. Unit Dry Weights \$23.00/ea
4. Hydrometer Analysis (including Specific Gravity) \$216.00/ea
5. Sieve Analysis
 - a. Through No. 200 Sieve..... \$66.00/ea
 - b. Percent Passing No. 200 Sieve..... \$44.00/ea
6. Specific Gravity..... \$66.00/ea

B. STRENGTH AND VOLUME-CHANGE TESTS

Note: These tests include determination of natural water content and unit dry weight of specimens.

1. Unconfined Compression (includes unit dry weight)
 - a. Soil Shelby Tube Specimens..... \$35.00/ea
 - b. Rock Core Specimens..... \$37.00/ea
 - (1) Sawed Specimen Ends..... \$7.50/end
2. Triaxial Compression
 - a. Unconsolidated-undrained, per specimen \$62.00/ea
 - b. Unconsolidated-undrained, multistage..... \$194.00/ea
3. Direct Shear
 - a. Unconsolidated-undrained..... \$172.00/ea
 - b. Consolidated-drained (Sand)..... \$364.00/ea
4. Consolidation, not including specific gravity..... \$447.00/ea
5. Swell Test
 - a. Pressure Method \$234.00/ea
 - b. Free Swell \$123.00/ea
6. Hydraulic Conductivity \$333.00/ea

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

STANDARD TERMS AND CONDITIONS

1. Raba-Kistner (R-K) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). R-K will be compensated largely on the basis of the time required in rendering these professional services—not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. R-K makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate do not include removal of any waste or cuttings from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate do not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said materials.

7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate do not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. R-K will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services.

In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information.

The report and other instruments of service are prepared for, and made available for the sole use of, the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

12. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.

13. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; b) The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

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:

Don Durden, P.E., R.P.L.S., 85.834% Ownership, President
Ken Thomas, P.E., R.P.L.S., 3.75% Ownership, Principal - Municipal Division Manager
Chester Varner, R.P.L.S., 2.75% Ownership, Principal - Senior Project Surveyor
Alan Lindskog, P.E., R.P.L.S., 2.50% Ownership, Principal- Development Division Manager
Ken Koch, P.E., 1.9% Ownership, Principal-V.P./Director of Business Development
Joe Nix, P.E., R.P.L.S., P.T.O.E., 1.25% Ownership, Principal - Senior Project Engineer
Garland Galm, P.E., 1.22% Ownership, Principal-Transportation Division Manager
Mike Haberer, R.P.L.S., 0.55% Ownership, Principal-Survey Division Manager
Matt Van Wicklen, P.E., 0.25% Ownership, Principal - Vice President Employee Benefits

(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;

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

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 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 by an disclosed under (1), (2) or (3) above. Indirect contributions entity include, but are not limited to, contributions made through the officers, owners, or registered lobbyists of the entity.

Whom Made To:	Amount:	Date of Contribution:
Toni Moorhouse	\$200	5/25/01
Toni Moorhouse	\$500	1/28/02
Bobby Perez	\$100	8/6/02
Bonnie Conner	\$100	8/6/02
Carroll Schubert	\$100	8/6/02
Toni Moorhouse	\$100	8/14/02
Ed Garza	\$300	8/14/02

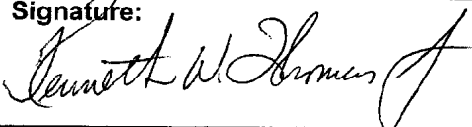
City of San Antonio
Discretionary Contracts Disclosure

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

Whom Made To:	Amount:	Date of Contribution:
David Carpenter	\$100	10/21/02
Enrique Barrera	\$100	10/21/02
Carroll Schubert	\$150	5/1/03
Julian Castro	\$100	5/1/03
Enrique Barrera	\$150	5/1/03
Toni Moorhouse	\$150	5/1/03
John Clamp	\$150	5/1/03
Ed Garza	\$150	5/1/03
Roger Flores	\$150	5/21/03
Joel Williams	\$150	5/21/03
Richard Perez	\$150	5/21/03
Patty Radle	\$150	5/21/03
Art Hall	\$150	5/21/03
Chip Haas	\$150	5/21/03
Richard Perez	\$150	9/26/03

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 question¹ as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

Signature: 	Title: Principal Company: Civil Engineering Consultants	Date: 12/1/03

¹ For purpose of this rule, facts are "reasonably understood to raise a question" about the appropriateness of official action if a disinterested person would conclude that facts, if true, require recusal or require careful consideration of whether or not recusal is required.