

CONSENT AGENDA
ITEM NO. 13

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

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

SUBJECT: Indefinite Delivery Professional Services Agreement – Bain Medina Bain & HNTB Corporation

DATE: April 21, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes payment in the amount not to exceed \$83,000.00, to Bain Medina Bain, Inc, and payment in the amount not to exceed \$215,000.00, to HNTB Corporation for professional engineering and construction administration services to be provided under a previously authorized Indefinite Delivery Professional Services Agreement, for a total ordinance amount of \$298,000, in connection with several projects located in Council Districts 1, 4, 5, 6 and 7.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Public Works Department released a solicitation for Indefinite Delivery Engineering Services to include professional program management, design, and construction administration services in connection with sidewalk and street improvement projects that are similar in nature and located City-wide. These projects may include the construction or reconstruction of sidewalks, ADA improvements, neighborhood traffic calming, drainage, streets, and other infrastructure improvements.

Ordinance No. 99636 approved on September 2, 2004 selected the firms of Bain Medina Bain, Inc. and HNTB Corporation to provide Indefinite Delivery Engineering Services, in an amount not to exceed \$400,000 each.

Bain Medina Bain will be utilized to provide professional services to scope and design the following projects with fees not to exceed the indicated amounts:

<u>Project Name</u>	<u>District</u>	<u>Not to Exceed</u>
Cincinnati – Fredericksburg to IH 10	1	\$ 2,000.00
Cornell – Brazos to Colorado	1	\$ 5,000.00
Adams Hill Sidewalks - Horal to Dead End	4	\$ 5,000.00
Demya – Hunt Lane to Loop 410	4	\$ 5,000.00
Elsie – Burbank Loop to S. Flores	5	\$ 33,000.00
W. Glenn – Burbank Loop S. Flores	5	\$ 33,000.00

HNTB Corporation will be utilized to provide professional services to scope and design the following projects with fees not to exceed the indicated amounts:

<u>Project Name</u>	<u>District</u>	<u>Not to Exceed</u>
Frio City Road – Brazos to Zarzamora	5	\$ 50,000.00
Cupples Sidewalks – Saltillo to Merida	6	\$ 5,000.00
El Jardin – Northington to Dead End	6	\$ 50,000.00
School Sidewalk Priority Program in District 7	7	\$110,000.00

The Cincinnati – Fredericksburg to IH 10 project provides for the reconstruction of curbs, sidewalks, and driveways and includes a mill and overlay of this segment of Cincinnati.

The Cornell – Brazos to Colorado project provides for the reconstruction of curbs, sidewalks, and driveways and includes a mill and overlay of this segment of Cornell.

The Adams Hill Sidewalks - Horal to Dead End project provides for the reconstruction of sidewalks to ADA standards, curbs, and driveways along Adams Hill from Horal Drive to the dead end.

The Demya – Hunt Lane to Loop 410 project provides for the construction of sidewalks and wheelchair ramps on the north side of Demya from Loop 410 to Tarasco, construction of sidewalks and driveway approaches on both sides of Demya from Tomar to Horal and the reconstruction of sidewalks and driveways on both sides of Demya from Horal to Concio. This project also provides for the construction of wheelchair ramps at the Demya intersections of Hunt, Concio and Tomar.

The Elsie – Burbank Loop to S. Flores project provides for the reconstruction of this street segment and includes new curbs and sidewalks.

The W. Glenn – Burbank Loop S. Flores project provides for the reconstruction of this street segment and includes new curbs and sidewalks.

The Frio City Road – Brazos to Zarzamora project provides for the development of a plan to provide improvements for this street segment.

The Cupples – Saltillo to Merida project provides for the construction of sidewalks on the west side of Cupples Rd from Saltillo to Merida St.

The El Jardin – Northington to Dead End project provides for the reconstruction of this street segment and includes new curbs and sidewalks.

The School Sidewalk Priority Program in District 7 project provides for the development of a plan to locate and construct new sidewalks at multiple locations in District 7.

As of March 31, 2005, \$47,700.00 has been expended for services provided under this Professional Services Agreement.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete neighborhood improvements to ensure pedestrian and traffic safety.

FISCAL IMPACT

This is a one-time capital improvement expenditure and is included in the FY 05-10 Capital Improvement Program Budget. Funds in the amount of \$298,000.00 are available from the following funding sources:

\$ 2,000.00	from 2003-2007 General Obligation Street Improvement Bond funds for Cincinnati – Fredericksburg to IH 10
\$ 5,000.00	from 2003-2007 General Obligation Street Improvement Bond funds for Cornell – Brazos to Colorado
\$ 5,000.00	from 2003-2007 General Obligation Street Improvement Bond funds for Adams Hill Sidewalks - Horal to Dead End
\$ 5,000.00	from 1999-2004 General Obligation Street Improvement Bond funds for Demya – Hunt Lane to Loop 410
\$ 33,000.00	from Community Development Block Grant funds for Elsie – Burbank Loop to S. Flores
\$ 33,000.00	from Community Development Block Grant funds for W. Glenn – Burbank Loop to S. Flores
\$ 50,000.00	from 1999-2004 General Obligation Street Improvement Bond funds for Frio City Road – Brazos to Zarzamora
\$ 5,000.00	from Community Development Block Grant funds for Cupples – Saltillo to Merida
\$ 50,000.00	from Community Development Block Grant funds for El Jardin – Northington to Dead End
\$ 110,000.00	from 2003-2007 General Obligation Street Improvement Bond funds for School Sidewalk Priority Program in District 7

and are payable as follows:

\$ 83,000.00	to Bain Medina Bain, Inc, for engineering services expenses
\$ 215,000.00	to HNTB Corporation for engineering services expenses

COORDINATION

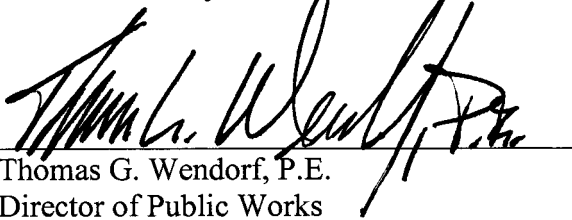
This request for ordinance has been coordinated with the Office of Management and Budget, Housing and Community Development and the Finance Department.

SUPPLEMENTARY COMMENTS

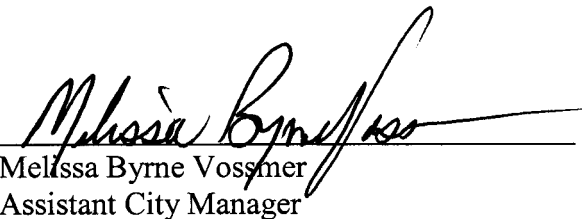
The Consultant's Proposal and their Discretionary Contracts Disclosure Form required by the Ethics Ordinance are included herein.

ATTACHMENTS

1. Project Maps
2. Consultant's Proposal
3. Discretionary Contracts Disclosure Form



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

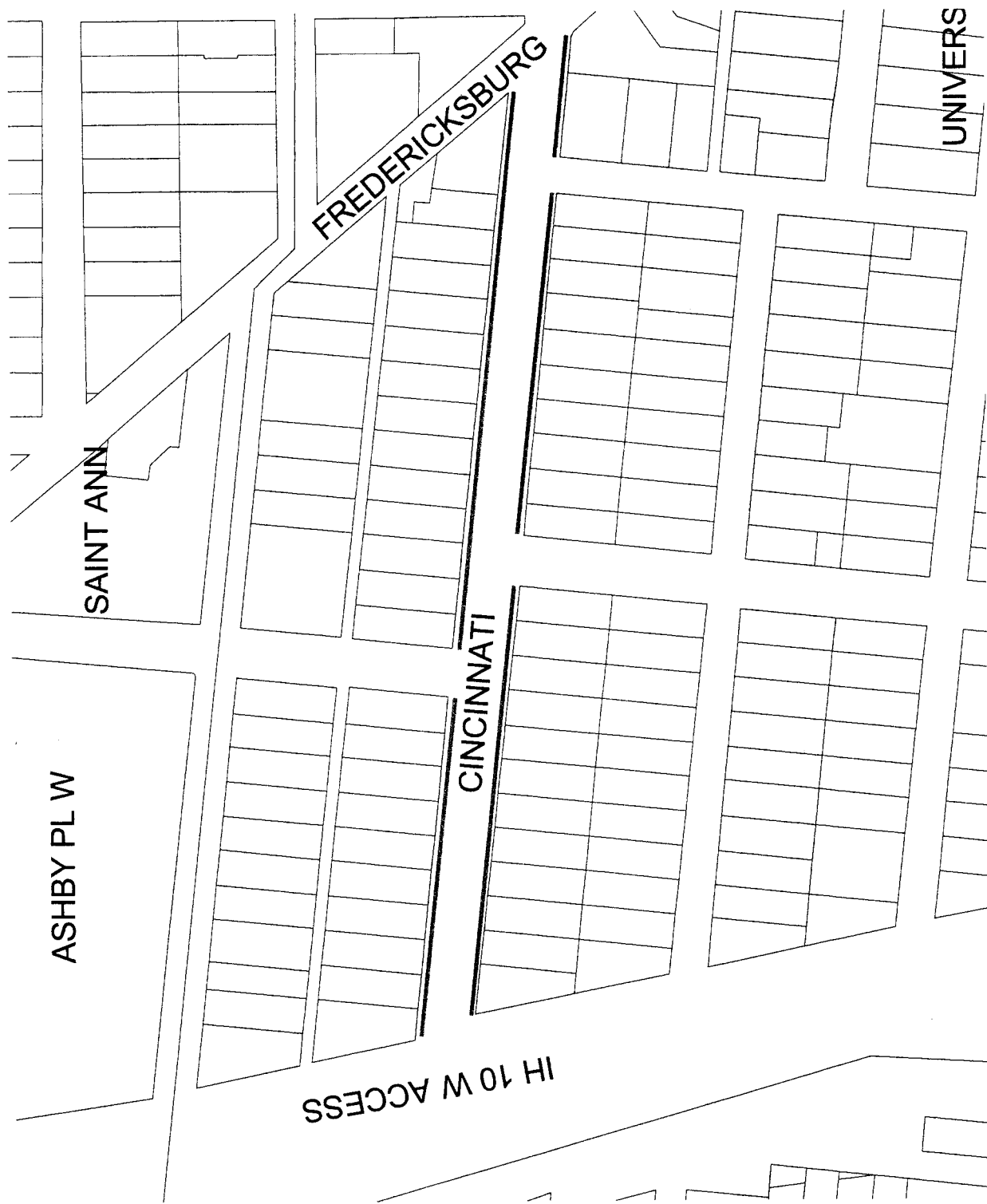


Melissa Byrne Vossmer
Assistant City Manager

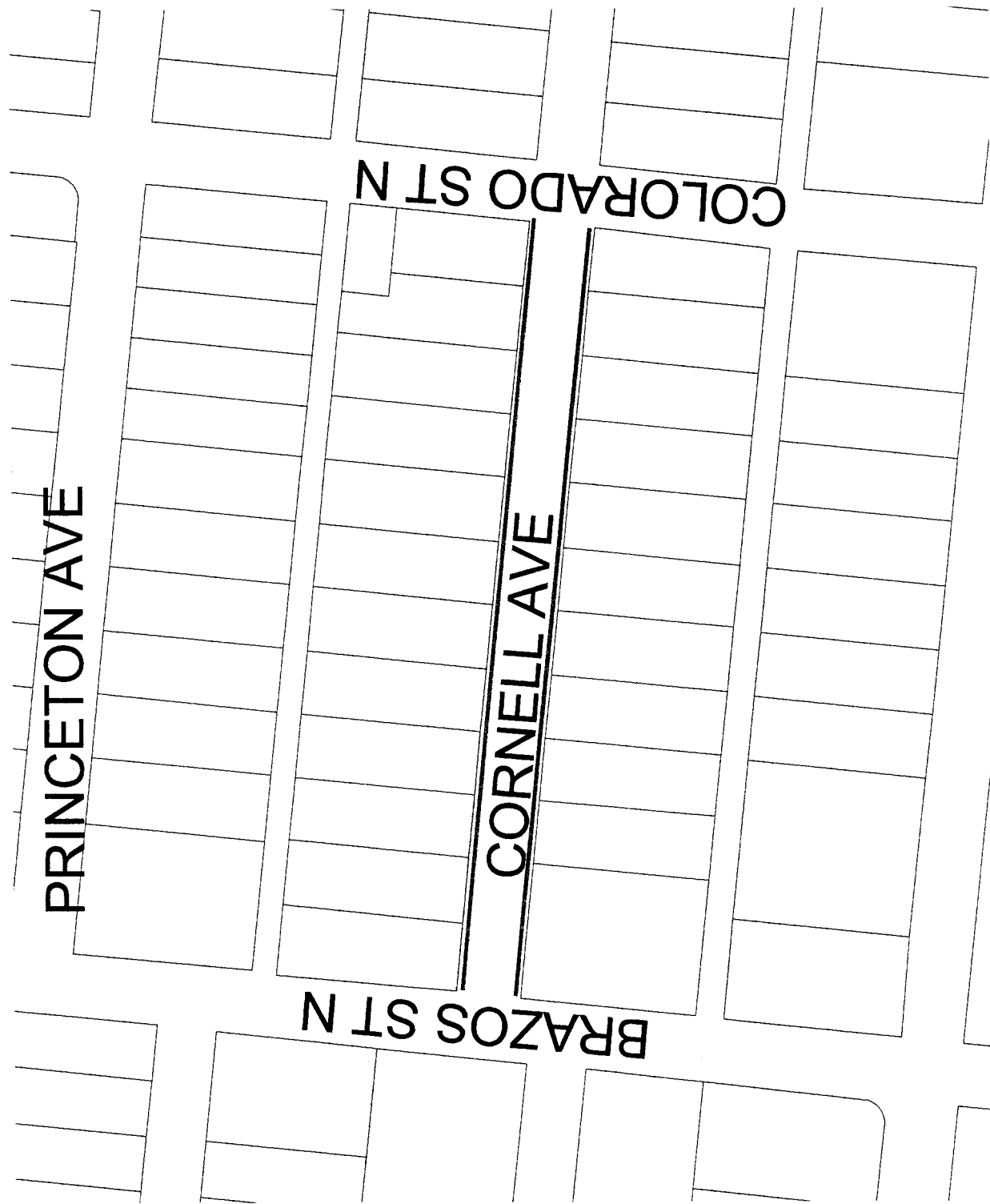


J. Rolando Bono
Interim City Manager

CINCINNATI - FREDERICKSBURG IH 10



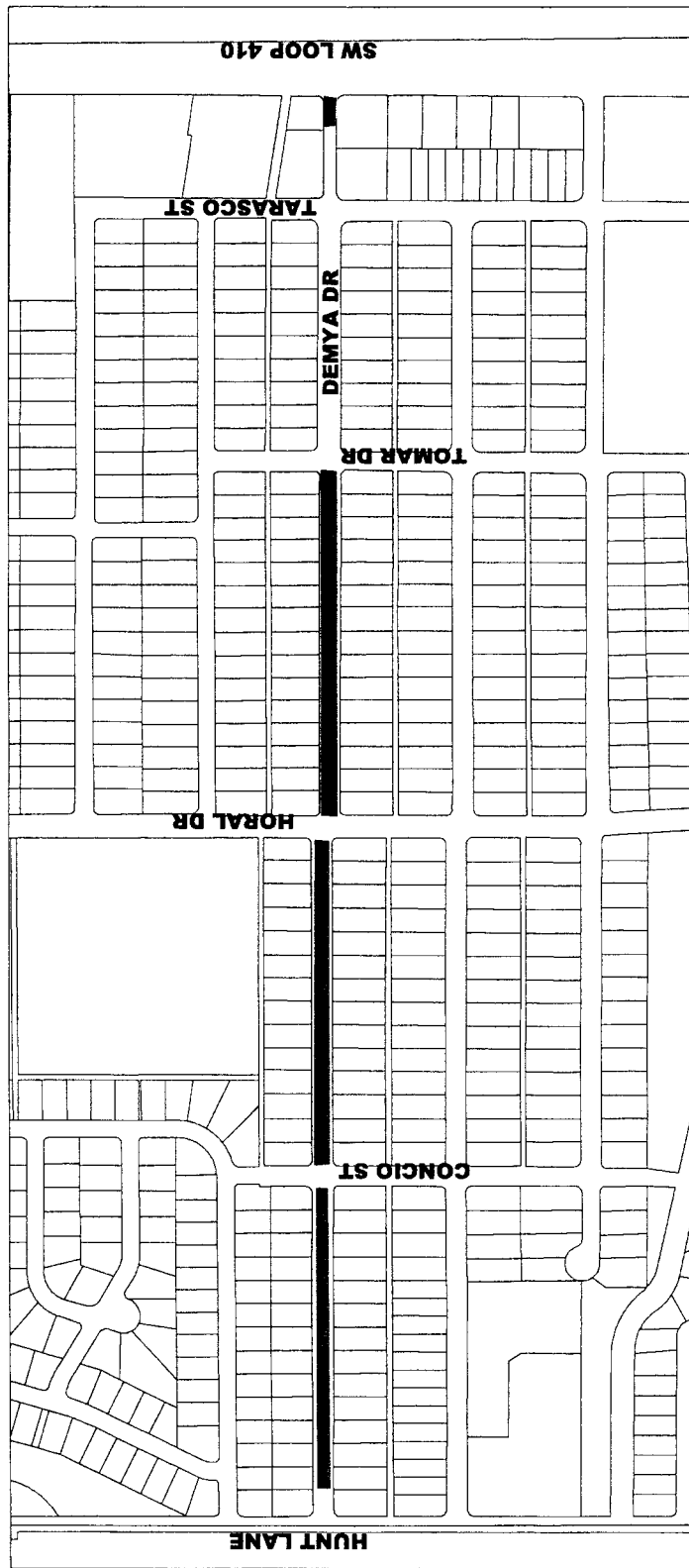
CORNELL - BRAZOS TO COLORADO



ADAMS HILL SIDEWALK



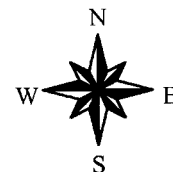
DEMYA - HUNT LN. TO LOOP 410

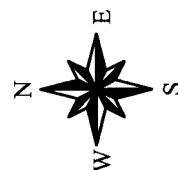




CITY OF SAN ANTONIO
Department of Public Works
Capital Programs Division

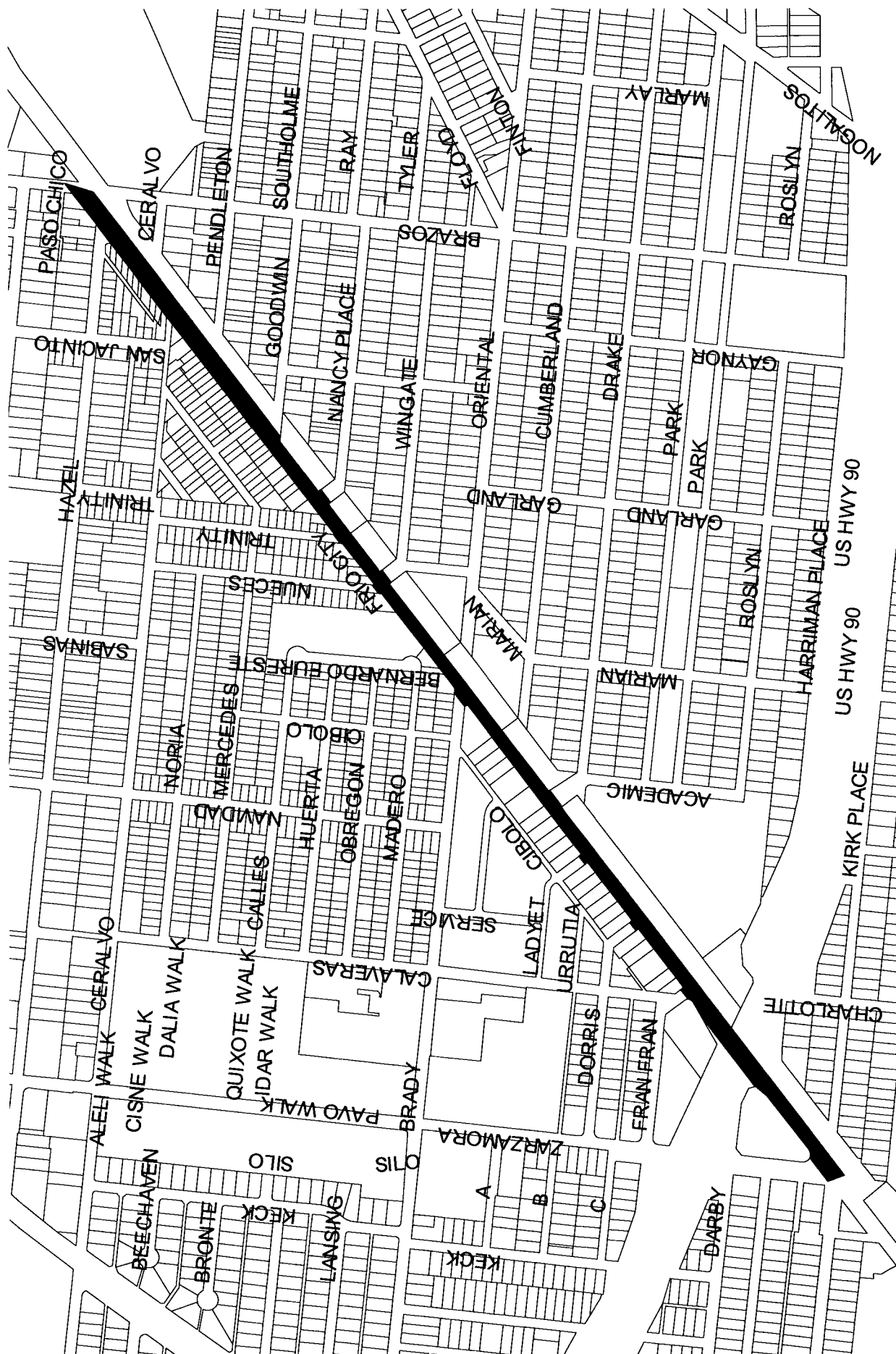
W. Glenn and Elsie Reconstruction



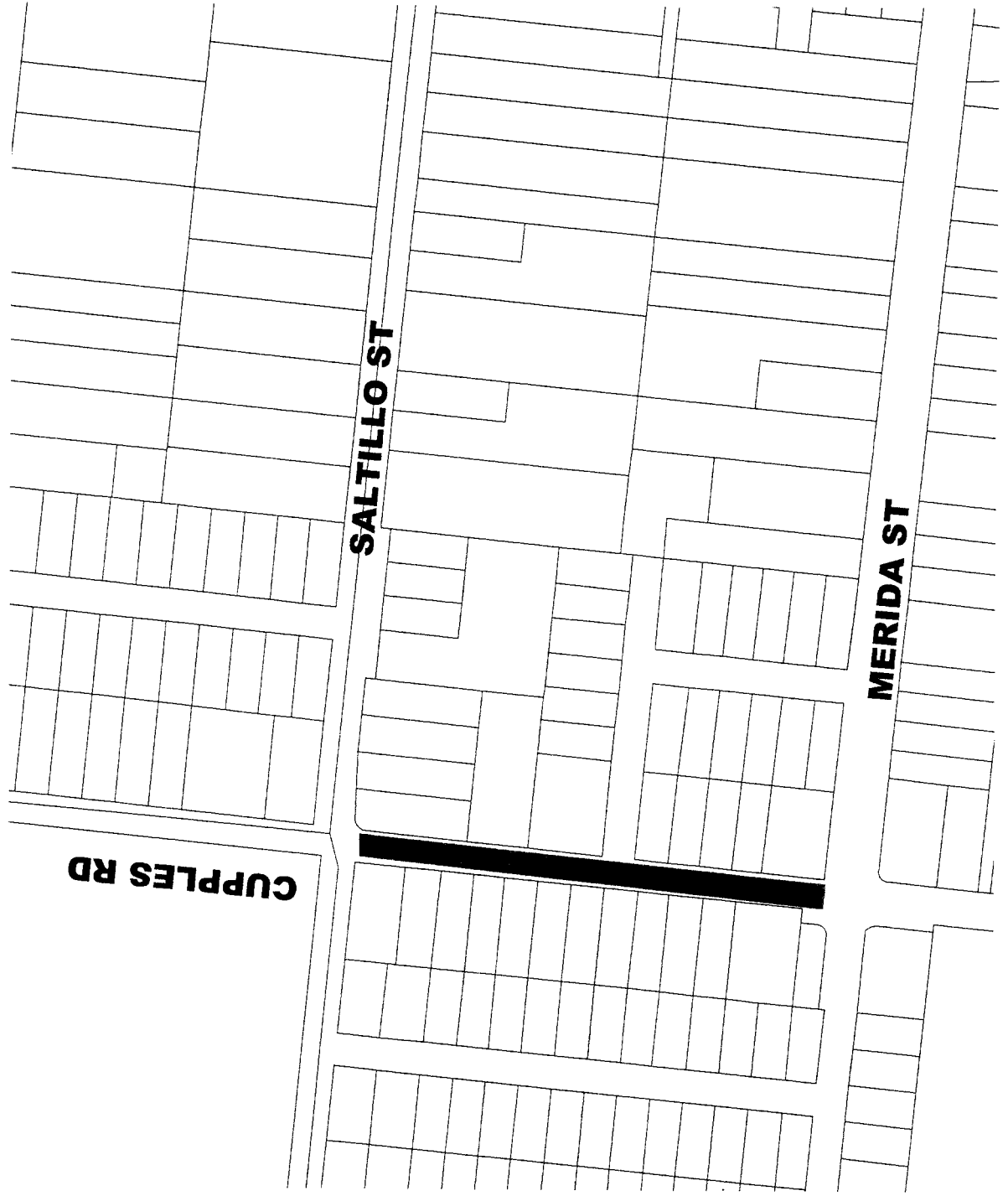


FRIO CITY ROAD - BRAZOS TO ZARZAMORA

CITY OF SAN ANTONIO
Department of Public Works
Capital Programs Division



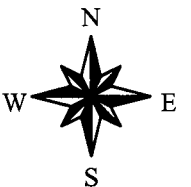
CUPPLES- SALTILLO TO MERIDA





CITY OF SAN ANTONIO
Department of Public Works
Capital Programs Division

EL JARDIN - NORTHINGTON TO DEAD END





BAIN MEDINA BAIN

ENGINEERS & SURVEYORS

7073 SAN PEDRO
SAN ANTONIO, TEXAS 78216
210-494-7223
FAX 210-490-5120
WWW.BMBI.COM

April 5, 2005

Mr. David E. Matney, P.E.
Project Manager
Public Works Department
City of San Antonio
P O Box 839966
San Antonio, Texas 78283-3966

RE: W. Glenn – Burbank Loop to S. Flores
BMB Project No. C-1002

Dear Mr. Matney:

Bain Medina Bain, Inc. (BMB) is pleased to submit this proposal to provide professional surveying and engineering services for designing street improvements for the above mentioned project. BMB proposes to survey, provide plans and specifications, assist in bidding and assist in construction administration.

BMB proposes the following services:

1. Meet with CSA to review project and visit the site.
2. Set local control.
3. Survey key features including sidewalks, pavement, curbs, utilities, etc.
4. Obtain any existing information of each site such as block maps, aerial photos, utilities, construction drawings, etc.
5. Prepare a base drawing showing existing information and survey information with a roadway profile.
6. Set a proposed roadway profile.
7. Show proposed roadway improvements on a plan view.
8. Submit to CSA for review and comment.
9. Meet with CSA to discuss comments.
10. Revise per comments and resubmit.
11. Prepare final plans and specs.
12. Prepare bid package.
13. Submit for review and comment.
14. Assist in bidding.
15. Assist in construction administration.

BMB's fee will be hourly plus cost and will be based on the agreed to hourly rates for the Citywide Sidewalk and Street Improvements Project. BMB estimates that the fee will not exceed \$33,000.00.

Services performed will be in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar conditions. No other warranty, expressed or implied is made.

If you have any questions or need additional information, please feel free to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carl R.", with a period at the end.

Carl Bain, P.E.
Vice President

CB/jta



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April 5, 2005

Mr. David E. Matney, P.E.
Project Manager
Public Works Department
City of San Antonio
P O Box 839966
San Antonio, Texas 78283-3966

RE: Elsie – Burbank Loop to S. Flores
BMB Project No. C-1002

Dear Mr. Matney:

Bain Medina Bain, Inc. (BMB) is pleased to submit this proposal to provide professional surveying and engineering services for designing street improvements for the above mentioned project. BMB proposes to survey, provide plans and specifications, assist in bidding and assist in construction administration.

BMB proposes the following services:

1. Meet with CSA to review project and visit the site.
2. Set local control.
3. Survey key features including sidewalks, pavement, curbs, utilities, etc.
4. Obtain any existing information of each site such as block maps, aerial photos, utilities, construction drawings, etc.
5. Prepare a base drawing showing existing information and survey information with a roadway profile.
6. Set a proposed roadway profile.
7. Show proposed roadway improvements on a plan view.
8. Submit to CSA for review and comment.
9. Meet with CSA to discuss comments.
10. Revise per comments and resubmit.
11. Prepare final plans and specs.
12. Prepare bid package.
13. Submit for review and comment.
14. Assist in bidding.
15. Assist in construction administration.

BMB's fee will be hourly plus cost and will be based on the agreed to hourly rates for the Citywide Sidewalk and Street Improvements Project. BMB estimates that the fee will not exceed \$33,000.00.

Services performed will be in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar conditions. No other warranty, expressed or implied is made.

If you have any questions or need additional information, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl Bain". The signature is fluid and cursive, with a prominent initial "C" and a stylized "B".

Carl Bain, P.E.
Vice President

CB/jta



BAIN MEDINA BAIN

ENGINEERS & SURVEYORS

April 5, 2005

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David E. Matney, P.E.
Project Manager
Public Works Department
City of San Antonio
P O Box 839966
San Antonio, Texas 78283-3966

RE: Demya Reconstruction – Hunt to Loop 410
BMB Project No. C-1001

Dear Mr. Matney:

Bain Medina Bain, Inc. (BMB) is pleased to submit this proposal to provide professional engineering services for preparing exhibits and cost estimates for the above mentioned project.

BMB proposes the following services:

1. Meet with CSA to review project and visit each project.
2. Prepare Exhibit.
3. Prepare Cost Estimate.
4. Submit to CSA for review and comment.
5. Meet with CSA to discuss comments.
6. Revise per comments and resubmit.

BMB's fee will be hourly plus cost and will be based on the agreed to hourly rates for the Citywide Sidewalk and Street Improvements Project. BMB estimates that the fee will not exceed \$5,000.00.

Services performed will be in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar conditions. No other warranty, expressed or implied is made.

If you have any questions or need additional information, please feel free to call.

Sincerely,

Carl Bain, P.E.
Vice President

CB/jta



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Project Manager
Public Works Department
City of San Antonio
P O Box 839966
San Antonio, Texas 78283-3966

RE: Cornell – Brazos to Colorado
BMB Project No. C-1000

Dear Mr. Matney:

Bain Medina Bain, Inc. (BMB) is pleased to submit this proposal to provide professional engineering services for preparing exhibits and cost estimates for the above mentioned project.

BMB proposes the following services:

1. Meet with CSA to review project and visit each project.
2. Prepare Exhibit.
3. Prepare Cost Estimate.
4. Submit to CSA for review and comment.
5. Meet with CSA to discuss comments.
6. Revise per comments and resubmit.

BMB's fee will be hourly plus cost and will be based on the agreed to hourly rates for the Citywide Sidewalk and Street Improvements Project. BMB estimates that the fee will not exceed \$5,000.00.

Services performed will be in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar conditions. No other warranty, expressed or implied is made.

If you have any questions or need additional information, please feel free to call.

Sincerely,

Carl Bain, P.E.
Vice President

CB/jta

April 5, 2005

David E. Matney, P.E.
Project Manager
Public Works Department
City of San Antonio
P O Box 839966
San Antonio, Texas 78283-3966

RE: Cincinnati – Fredericksburg to IH 10
BMB Project No. C-0999

Dear Mr. Matney:

Bain Medina Bain, Inc. (BMB) is pleased to submit this proposal to provide professional engineering services for preparing exhibits and cost estimates for the above mentioned project.

BMB proposes the following services:

1. Meet with CSA to review project and visit each project.
2. Prepare Exhibit.
3. Prepare Cost Estimate.
4. Submit to CSA for review and comment.
5. Meet with CSA to discuss comments.
6. Revise per comments and resubmit.

BMB's fee will be hourly plus cost and will be based on the agreed to hourly rates for the Citywide Sidewalk and Street Improvements Project. BMB estimates that the fee will not exceed \$2,000.00.

Services performed will be in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar conditions. No other warranty, expressed or implied is made.

If you have any questions or need additional information, please feel free to call.

Sincerely,



Carl Bain, P.E.
Vice President

CB/jta



BAIN MEDINA BAIN

ENGINEERS & SURVEYORS

April 5, 2005

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David E. Matney, P.E.
Project Manager
Public Works Department
City of San Antonio
P O Box 839966
San Antonio, Texas 78283-3966

RE: Adams Hill Sidewalks – Horal to Dead End
BMB Project No. C-0998

Dear Mr. Matney:

Bain Medina Bain, Inc. (BMB) is pleased to submit this proposal to provide professional engineering services for preparing exhibits and cost estimates for the above mentioned project.

BMB proposes the following services:

1. Meet with CSA to review project and visit each project.
2. Prepare Exhibit.
3. Prepare Cost Estimate.
4. Submit to CSA for review and comment.
5. Meet with CSA to discuss comments.
6. Revise per comments and resubmit.

BMB's fee will be hourly plus cost and will be based on the agreed to hourly rates for the Citywide Sidewalk and Street Improvements Project. BMB estimates that the fee will not exceed \$5,000.00.

Services performed will be in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar conditions. No other warranty, expressed or implied is made.

If you have any questions or need additional information, please feel free to call.

Sincerely,

Carl Bain, P.E.
Vice President

CB/jta

TASK ORDER NO. 1
Cupples Road Sidewalk

*Stand-by professional engineering services for
City-Wide Sidewalk, Street and Neighborhood Improvement Projects*

This Task Order is made as of _____, 2004, under the terms and conditions established in the AGREEMENT FOR PROFESSIONAL SERVICES, dated September 21, 2004 (the Agreement), between the *City of San Antonio* (City) and *HNTB Corporation* (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Section A. - Scope of Services

HNTB shall perform the Services and provide the submittals/deliverables as described in Attachment A – Scope of Services.

Section B. - Schedule

HNTB shall perform the Services and deliver the related Documents (if any) according to the Attachment B - Schedule

Section C. - Compensation

The City shall pay HNTB for those Services as described in Attachment C – Fee Schedule based upon the billing rates listed in the Agreement. The total compensation, including subconsultant costs, if any, will not exceed the total listed for such Services in Attachment C – Fee Schedule without prior written authorization by the City. The forgoing total compensation amount includes Reimbursable Expenses, payable according to the terms of the Agreement.

Section D. – Additional Services

Any services rendered by HNTB beyond those described in Attachment A - Scope of Services shall be compensated on the same basis set forth in Section C under a separate or supplemental Task Order.

IN WITNESS WHEREOF, City and HNTB have executed this Task Order.

City of San Antonio
(City)

HNTB Corporation
(HNTB)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

ATTACHMENT A SCOPE OF SERVICES

HNTB proposes to provide the following Scope of Services for the Cupples Road Sidewalk project (the Project):

1. Review the CIP Project Fact Sheet for the Cupples Road Sidewalks (West Side of Saltillo to Merida) project as the basis of the project design.
2. Investigate project area by means of City aerial mapping and determine usability in design drawing.
3. Conduct field inspection of project area to identify site details and make measurements needed for the sidewalk design.
4. Prepare construction drawing(s) providing the design details for the proposed sidewalk. The design is not to include specifications or bid documents.
5. Develop an estimated construction cost for the project.
6. Provide a copy of the sidewalk design document to the City for review and comment.
7. Finalize the sidewalk design, based on City input.
8. Provide one reproducible color print of the design drawing(s) to the City.

**ATTACHMENT B
SCHEDULE**

HNTB proposes to complete the Project final design within 45 days from receipt of Notice to Proceed.

**ATTACHMENT C
FEE SCHEDULE**

Fee Calculation

Project name: Cupples Sidewalk
Date: 4-Oct-2004

Labor

Name	Man-Hours	Contract Rate	Billable Cost
Department Manager	4	\$150	\$600
Project Manager	10	\$125	\$1,250
Engineer III	12	\$100	\$1,200
Engineer I	12	\$75	\$900
CAD Tech IV	10	\$80	\$800
CAD Tech III	0	\$65	\$0
Total man-hours	48		
Total labor			\$4,750

Expenses

Printing			\$200
Mileage	72	\$0.38	\$27
Administrative fee	10%		\$23
Total expenses			\$250

Total project cost \$5,000

TASK ORDER NO. 3
Frio City Rd. Street/Sidewalk

*Stand-by professional engineering services for
City-Wide Sidewalk, Street and Neighborhood Improvement Projects*

This Task Order is made as of _____, 2004, under the terms and conditions established in the AGREEMENT FOR PROFESSIONAL SERVICES, dated September 21, 2004 (the Agreement), between the *City of San Antonio* (City) and *HNTB Corporation* (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Section A. - Scope of Services

HNTB shall perform the Services and provide the submittals/deliverables as described in Attachment A – Scope of Services.

Section B. - Schedule

HNTB shall perform the Services and deliver the related Documents (if any) according to the Attachment B - Schedule

Section C. - Compensation

The City shall pay HNTB for those Services as described in Attachment C – Fee Schedule based upon the billing rates listed in the Agreement. The total compensation, including subconsultant costs, if any, will not exceed the total listed for such Services in Attachment C – Fee Schedule without prior written authorization by the City. The forgoing total compensation amount includes Reimbursable Expenses, payable according to the terms of the Agreement.

Section D. – Additional Services

Any services rendered by HNTB beyond those described in Attachment A - Scope of Services shall be compensated on the same basis set forth in Section C under a separate or supplemental Task Order.

IN WITNESS WHEREOF, City and HNTB have executed this Task Order.

City of San Antonio
(City)

HNTB Corporation
(HNTB)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

ATTACHMENT A SCOPE OF SERVICES

HNTB proposes to provide the following Scope of Services for the Frio City Road project (the Project):

1. Project Scoping: HNTB shall:

- a. Receive assigned project from the City Project Manager, who shall act as a single point of contact with sufficient availability and responsiveness to manage and coordinate the CONSULTANT'S efforts. The Project Manager shall provide the following information, when available:
 1. Written description of the project including type of work and approximate project limits.
 2. Council District Location and project number.
 3. Traffic Studies/Counts (if available)
 4. City Block Maps (electronic)
 5. Aerial Photography (electronic)
 6. Adjacent Project information (tie-ins, extension, etc.)
 7. Information on existing drainage systems, etc. that is available on City's GIS system.
- b. Upon notice to proceed, the CONSULTANT shall gather information, visit the site, develop a concept, estimate the cost and prepare a project summary for each initial candidate bond project identified and assigned by the City of San Antonio. This initial effort is intended to provide sufficient information for the City to cull projects from further consideration (estimated 90% of all candidate projects).

2. Mapping and Research: The CONSULTANT shall gather pertinent information for each candidate bond project. This information may include, but is not limited to the following:

- a. USGS quadrangle sheet (with delineated drainage area)
- b. Block Maps showing existing ROW and adjacent property
- c. FEMA floodplain maps
- d. Soil Survey
- e. Hazardous Material Database
- f. Functional classification of road

3. Site Visit: The CONSULTANT shall employ a licensed Professional Engineer to visit the site, make pertinent observations and photograph the project area. At a minimum, the CONSULTANT shall observe the following critical characteristics of the project area:

- a. Street Conditions (length, width, number of lanes, pavement, grades, sidewalks, driveways, curb, bike lanes and other amenities)
- b. Above ground utilities features

- c. Drainage patterns (ponding, flooding, water damage, existing structures, outfalls, etc)
- d. Soil conditions (undulations, heaving, plastic clays, etc.)
- e. Traffic conditions (congestion, safety problems, signals, school zones, bus routes, etc.)
- f. ROW (adjacent development, proximity to property line, access, etc.)
- g. Hazardous materials (potential nearby generators, gas stations, industrial sites, etc., and the presence of hazardous construction materials)
- h. Environmental impacts (wetlands, habitat, trees, parks, cemeteries, schools, churches, commercial centers, etc.)

4. Concept Development: Based on the information gathered and site visit, the CONSULTANT shall develop and establish the concept of the project. In doing so, the CONSULTANT shall identify the major components of the work and any notable problematic issues associated with the improvements. At a minimum, the CONSULTANT shall address the following components of work:

a. Drainage:

- 1. Storm water collection, laterals and trunk lines
- 2. Off-site drainage outfall systems
- 3. Cross-drainage structures and bridges
- 4. Detention systems
- 5. For buildings/facilities, site drainage

b. Roadway:

- 1. Demolition
- 2. Limits of pavement, number and width of lanes
- 3. Side streets, bike-lanes, on-street parking, turn lanes, etc.
- 4. Significant Cut and Fill
- 5. Curb, Sidewalks, Driveways, Ramps, Retaining Walls
- 6. Traffic/Pedestrian Signals
- 7. Special enhancements
- 8. Miscellaneous
- 9. For buildings/facilities, site access and parking

c. Right-of-way Requirements:

- 1. Approximate location and number of fee simple parcel acquisitions
- 2. Approximate location and number of easements required

d. Hazardous Material - Potential of encountering hazardous material from database information

e. Environmental Impacts:

- 1. Wetlands, trees
- 2. Parks, cemeteries
- 3. Schools, churches
- 4. Commercial centers

- 5. for buildings/facilities, the mitigation of hazardous construction materials
- f. Requirement for City cost associated with telecom utility relocation
- g. Project Subdividing - Ability to divide the project into phases

In the event that extra-ordinary complicating factors emerge on a project, the CONSULTANT shall request and participate in a special scope meeting with appropriate City of San Antonio staff.

- 5. **Preparation of Cost Opinion:** The CONSULTANT shall quantify the components and prepare an opinion of the probable construction cost of the project. Using the standard cost opinion format, City of San Antonio Unit Prices and standard contingencies, the CONSULTANT shall prepare the opinion of the probable construction cost of the project. The key elements of the project cost opinion shall include:

- a. Construction:

- 1. Demolition
- 2. Street
- 3. Drainage
- 4. Traffic
- 5. For buildings/facilities
 - i. Square footage costs
 - ii. Renovation costs, and/or
 - iii. Special construction costs
- 6. Miscellaneous (%)
- 7. Contingency (%)

- b. Engineering Fee (%)
- c. ROW Acquisition (land value per square foot provided by City)
- d. ROW (Surveys only) (\$/Parcel)
- e. Environmental
- f. Material Testing (%)
- g. Project Admin (%)
- h. Inflation (% - Duration)

- 6. **Project Summary:** The CONSULTANT shall prepare a brief and concise project summary that includes the following information:

- a. Name of Project and Limits
- b. Council District
- c. Cost Summary (Design, ROW & Construction)
- d. Project Scope
- e. Preliminary Cost Opinion
- f. Summary of Notable Issues
- g. Concerns
- h. Assumptions
- i. Extra-ordinary difficulties
- j. Project Layout

- k. Four representative photographs (.TIF Format)
- l. Project map showing project location and limits

This product will include back-up data in notebook form. Quad-sheet data will be provided in electronic format (Word and Excel), and Quad-sheet layout shall be as directed by the City Project Manager.

- 7. **Project Summary Review:** The CONSULTANT shall revisit, refine and resubmit Project Summary Information based on review comments provided by the City of San Antonio.

8. Geotechnical Investigation and Pavement Evaluation

9. Field Survey and Topography

- 10. **Preliminary Design based upon Pavement Evaluation** – The CONSULTANT will proceed to preliminary design phase to a level that meets the currently approved task order limit. After receipt of Geotechnical Investigation, Pavement Evaluation and Survey, CONSULTANT will provide detailed Preliminary design Scope that meets the balance of the approved task order amount. CONSULTANT will proceed to Preliminary design phase once pavement cross section is approved by City Project Manager and notice to proceed is given by same.

ATTACHMENT B SCHEDULE

Assignment to HNTB of the Level I study for the Frio City Road Street/Sidewalk project will be performed in accordance with the scope of services defined in Attachment A. HNTB will complete this work effort within 90 working days from the date of the City's notice to proceed.

**ATTACHMENT C
FEE SCHEDULE**

**Fee Calculation
Task Order 3.a**

Project name: Frio City Rd. S/S
Date: 5-Apr-2005

Labor

Name	Man-Hours	Contract Rate	Billable Cost
Department Manager	32	\$150	\$4,800
Project Manager	48	\$125	\$6,000
Engineer III	80	\$100	\$8,000
Engineer I	40	\$75	\$3,000
CAD Tech IV	36	\$80	\$2,880
CAD Tech III	8	\$65	\$520
Project Administrator	8	\$66	\$528
Total man-hours	252		
Total labor			\$25,728

Expenses

Printing			\$1,500
Mileage	292	\$0.38	\$111
Survey			\$14,000
Geotechnical Investigation/Pavement Evaluation			\$8,500
Administrative fee	10%		\$161
Total expenses			\$24,272

<u>Total project cost</u>	\$50,000
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TASK ORDER NO. 2
El Jardin Street/Sidewalk

*Stand-by professional engineering services for
City-Wide Sidewalk, Street and Neighborhood Improvement Projects*

This Task Order is made as of _____, 2005, under the terms and conditions established in the AGREEMENT FOR PROFESSIONAL SERVICES, dated September 21, 2004 (the Agreement), between the *City of San Antonio* (City) and *HNTB Corporation* (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Section A. - Scope of Services

HNTB shall perform the Services and provide the submittals/deliverables as described in Attachment A – Scope of Services.

Section B. - Schedule

HNTB shall perform the Services and deliver the related Documents (if any) according to the Attachment B - Schedule

Section C. - Compensation

The City shall pay HNTB for those Services as described in Attachment C – Fee Schedule based upon the billing rates listed in the Agreement. The total compensation, including subconsultant costs, if any, will not exceed the total listed for such Services in Attachment C – Fee Schedule without prior written authorization by the City. The forgoing total compensation amount includes Reimbursable Expenses, payable according to the terms of the Agreement.

Section D. – Additional Services

Any services rendered by HNTB beyond those described in Attachment A - Scope of Services shall be compensated on the same basis set forth in Section C under a separate or supplemental Task Order.

IN WITNESS WHEREOF, City and HNTB have executed this Task Order.

City of San Antonio
(City)

Signature _____

Name _____

Title _____

Date _____

HNTB Corporation
(HNTB)

Signature _____

Name _____

Title _____

Date _____

ATTACHMENT A SCOPE OF SERVICES

HNTB proposes to provide the following Scope of Services for the Level I Project Scoping and Cost Opinion for the El Jardin Street/Sidewalk project (the Project):

1. Project Scoping: HNTB shall:

- a. Receive assigned project from the City Project Manager, who shall act as a single point of contact with sufficient availability and responsiveness to manage and coordinate the CONSULTANT'S efforts. The Project Manager shall provide the following information, when available:
 1. Written description of the project including type of work and approximate project limits.
 2. Council District Location and project number.
 3. Traffic Studies/Counts (if available)
 4. City Block Maps (electronic)
 5. Aerial Photography (electronic)
 6. Adjacent Project information (tie-ins, extension, etc.)
 7. Information on existing drainage systems, etc. that is available on City's GIS system.
- b. Upon notice to proceed, the CONSULTANT shall gather information, visit the site, develop a concept, estimate the cost and prepare a project summary for each initial candidate bond project identified and assigned by the City of San Antonio. This initial effort is intended to provide sufficient information for the City to cull projects from further consideration (estimated 90% of all candidate projects).

2. Mapping and Research: The CONSULTANT shall gather pertinent information for each candidate bond project. This information may include, but is not limited to the following:

- a. USGS quadrangle sheet (with delineated drainage area)
- b. Block Maps showing existing ROW and adjacent property
- c. FEMA floodplain maps
- d. Soil Survey
- e. Hazardous Material Database
- f. Functional classification of road

3. Site Visit: The CONSULTANT shall employ a licensed Professional Engineer to visit the site, make pertinent observations and photograph the project area. At a minimum, the CONSULTANT shall observe the following critical characteristics of the project area:

- a. Street Conditions (length, width, number of lanes, pavement, grades, sidewalks, driveways, curb, bike lanes and other amenities)
- b. Above ground utilities features

- c. Drainage patterns (ponding, flooding, water damage, existing structures, outfalls, etc)
 - d. Soil conditions (undulations, heaving, plastic clays, etc.)
 - e. Traffic conditions (congestion, safety problems, signals, school zones, bus routes, etc.)
 - f. ROW (adjacent development, proximity to property line, access, etc.)
 - g. Hazardous materials (potential nearby generators, gas stations, industrial sites, etc., and the presence of hazardous construction materials)
 - h. Environmental impacts (wetlands, habitat, trees, parks, cemeteries, schools, churches, commercial centers, etc.)
4. **Concept Development:** Based on the information gathered and site visit, the CONSULTANT shall develop and establish the concept of the project. In doing so, the CONSULTANT shall identify the major components of the work and any notable problematic issues associated with the improvements. At a minimum, the CONSULTANT shall address the following components of work:
- a. Drainage:
 - 1. Storm water collection, laterals and trunk lines
 - 2. Off-site drainage outfall systems
 - 3. Cross-drainage structures and bridges
 - 4. Detention systems
 - 5. For buildings/facilities, site drainage
 - b. Roadway:
 - 1. Demolition
 - 2. Limits of pavement, number and width of lanes
 - 3. Side streets, bike-lanes, on-street parking, turn lanes, etc.
 - 4. Significant Cut and Fill
 - 5. Curb, Sidewalks, Driveways, Ramps, Retaining Walls
 - 6. Traffic/Pedestrian Signals
 - 7. Special enhancements
 - 8. Miscellaneous
 - 9. For buildings/facilities, site access and parking
 - c. Right-of-way Requirements:
 - 1. Approximate location and number of fee simple parcel acquisitions
 - 2. Approximate location and number of easements required
 - d. Hazardous Material - Potential of encountering hazardous material from database information
 - e. Environmental Impacts:
 - 1. Wetlands, trees
 - 2. Parks, cemeteries
 - 3. Schools, churches
 - 4. Commercial centers

- 5. for buildings/facilities, the mitigation of hazardous construction materials
- f. Requirement for City cost associated with telecom utility relocation
- g. Project Subdividing - Ability to divide the project into phases

In the event that extra-ordinary complicating factors emerge on a project, the CONSULTANT shall request and participate in a special scope meeting with appropriate City of San Antonio staff.

- 5. **Preparation of Cost Opinion:** The CONSULTANT shall quantify the components and prepare an opinion of the probable construction cost of the project. Using the standard cost opinion format, City of San Antonio Unit Prices and standard contingencies, the CONSULTANT shall prepare the opinion of the probable construction cost of the project. The key elements of the project cost opinion shall include:

- a. Construction:

- 1. Demolition
- 2. Street
- 3. Drainage
- 4. Traffic
- 5. For buildings/facilities
 - i. Square footage costs
 - ii. Renovation costs, and/or
 - iii. Special construction costs
- 6. Miscellaneous (%)
- 7. Contingency (%)

- b. Engineering Fee (%)
- c. ROW Acquisition (land value per square foot provided by City)
- d. ROW (Surveys only) (\$/Parcel)
- e. Environmental
- f. Material Testing (%)
- g. Project Admin (%)
- h. Inflation (% - Duration)

- 6. **Project Summary:** The CONSULTANT shall prepare a brief and concise project summary that includes the following information:

- a. Name of Project and Limits
- b. Council District
- c. Cost Summary (Design, ROW & Construction)
- d. Project Scope
- e. Preliminary Cost Opinion
- f. Summary of Notable Issues
- g. Concerns
- h. Assumptions
- i. Extra-ordinary difficulties
- j. Project Layout

- k. Four representative photographs (.TIF Format)
- l. Project map showing project location and limits

This product will include back-up data in notebook form. Quad-sheet data will be provided in electronic format (Word and Excel), and Quad-sheet layout shall be as directed by the City Project Manager.

- 7. **Project Summary Review:** The CONSULTANT shall revisit, refine and resubmit Project Summary Information based on review comments provided by the City of San Antonio.
- 8. **Field Survey and Topography:** The CONSULTANT will obtain survey data, defining the topography and drainage characteristics of the roadway corridor needed to design an appropriate street section and grade.
- 9. **Preliminary Design:** The CONSULTANT will prepare preliminary design drawings, based on the results of the field survey phase. This design will be submitted to the City for review and comment.
- 10. **Final Design:** The CONSULTANT will, upon completion of City review and comment, proceed to the final design phase, including construction drawings and specifications, bidding documents, and construction cost estimate.

ATTACHMENT B SCHEDULE

Assignment to HNTB of the Level I study for the El Jardin Street/Sidewalk project will be performed in accordance with the scope of services defined in Attachment A. HNTB will complete this work effort within 120 working days from the date of the City's notice to proceed.

**ATTACHMENT C
FEE SCHEDULE**

Fee Calculation

Project name: El Jardin Street/Sidewalk
Date: 19-Nov-2004

Labor

Name	Man-Hours	Contract Rate	Billable Cost
Department Manager	24	\$150	\$3,600
Project Manager	84	\$125	\$10,500
Engineer III	190	\$100	\$19,000
Engineer I	86	\$75	\$6,450
CAD Tech IV	26	\$80	\$2,080
CAD Tech III	0	\$65	\$0
Total man-hours	410		
Total labor			\$41,630

Expenses

Printing			\$1,600
Mileage	414	\$0.38	\$157
Survey			\$5,852
Administrative fee	10%		\$761
Total expenses			\$8,370

Total project cost

\$50,000

TASK ORDER NO. 4

District 7 Sidewalk Pilot Project

*Stand-by professional engineering services for
City-Wide Sidewalk, Street and Neighborhood Improvement Projects*

This Task Order is made as of _____, 2005, under the terms and conditions established in the AGREEMENT FOR PROFESSIONAL SERVICES, dated September 21, 2004 (the Agreement), between the *City of San Antonio* (City) and *HNTB Corporation* (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Section A. - Scope of Services

HNTB shall perform the Services and provide the submittals/deliverables as described in Attachment A – Scope of Services.

Section B. - Schedule

HNTB shall perform the Services and deliver the related Documents (if any) according to the Attachment B - Schedule

Section C. - Compensation

The City shall pay HNTB for those Services as described in Attachment C – Fee Schedule, based upon the billing rates listed in the Agreement. The total compensation, including subconsultant costs, if any, will not exceed the total listed for such Services in Attachment C without prior written authorization by the City. The forgoing total compensation amount includes Reimbursable Expenses, payable according to the terms of the Agreement.

Section D. – City Responsibilities

The City shall provide services as outlined in Attachment D – City Responsibilities.

Section E. – Other provisions

Attachment E – Other Provisions outlines additional provisions relative to this Task Order.

Section F. – Additional Services

Any services rendered by HNTB beyond those described in Attachment A - Scope of Services shall be compensated on the same basis set forth in Section C under a separate or supplemental Task Order.

In accordance with the provisions of the Agreement, HNTB is hereby authorized to proceed with the services as outlined in this Task Order.

IN WITNESS WHEREOF, City and HNTB have executed this Task Order.

City of San Antonio
(City)

HNTB Corporation
(HNTB)

Signature _____ Signature _____

Name _____ Name _____

Title _____ Title _____

Date _____ Date _____

ATTACHMENT A SCOPE OF SERVICES

HNTB will develop an ArcGIS based desktop application for the City of San Antonio's Sidewalk Improvement Program. This application will provide the ability to identify priority sidewalks in District 7, based on their proximity to schools, bus stops and routes, parks, collector roadways, city facilities, and 311 complaints. HNTB will also develop a handheld application which will allow the collection of ADA compliance information. In addition, the Consultant will geocode 311 sidewalk complaints recorded in 2004 and provide GIS support for sidewalk data development and analysis. The scope of Consultant services, anticipated schedule, compensation, City's responsibilities, and other provisions are outlined in the following Sections A through E.

1. Delineate approximately 376 miles of existing sidewalks based on the City's aerial photography and create a corresponding GIS dataset for existing sidewalks in District 7. The number of existing sidewalk miles is an estimate provided by the City, based on the number of miles of street in District 7. It is anticipated that approximately 85% of the sidewalks can be delineated from the City's 2003 mosaics as displayed in:

<http://imageserver.sanantonio.gov/Main.asp?Image=2001%20Mosaic&res=1024&ver=true>

The estimated remaining 15% of the sidewalks which are not visible on the aerial photography provided by the City will be collected using a GPS device. HNTB does not warrant that the sidewalks dataset will meet City's GIS data accuracy standards. The Consultant will rely on the accuracy of the GPS unit (Trimble GeoXT), resolution of the aerial photography, and the City's street centerline data.

2. Create a GIS dataset of sidewalk complaints recorded in 2004 by extracting the addresses of the complaints from the 311 complaints list provided by the City in Microsoft Excel format.
3. Develop a handheld application to inspect VIA routes for ADA compliance. The handheld application will be built on a GeoXT-based GPS device which will allow field crews to enter the ADA compliance and existing sidewalk-specific information.
4. Develop an ArcGIS-based desktop application for the City's Sidewalk Improvement Program. The application will allow for the determination of the sidewalk priority based on proximity to the following:
 - a. Schools – within a ¼-mile radius
 - b. Bus stops and routes
 - c. Parks – within a ½-mile radius
 - d. Collector roadways and greater
 - e. City facilities
 - f. 311 complaints

The map displayed within the desktop application will consist of the following data layers, as provided by the City:

- a. City of San Antonio streets
 - b. Bexar County streets
 - c. Cities
 - d. City Council districts
 - e. Parks
 - f. Schools
 - g. Existing sidewalks
 - h. Bus stops
 - i. Bus routes
 - j. City service facilities
 - k. Orthophotography
5. Analyze GIS data, determine the priority sidewalks using the desktop tool, and prepare reports which will include a map and the sidewalk-specific information.
6. HNTB will provide the following deliverables to the City:
- a. GIS data for existing and priority sidewalks and sidewalk-specific 311 complaints.
 - b. ADA compliance information on the VIA bus routes. (TBD)

ATTACHMENT B SCHEDULE

Assuming that a Notice to Proceed on this Scope of Services is obtained from the City by April 30, 2005, HNTB shall perform the tasks corresponding with paragraphs 1 through 5 of Attachment A and deliver the related deliverables according to the following schedule:

Task 1:	Completed by August 15, 2005
Task 2:	Completed by August 30, 2005
Task 3:	Completed by October 15, 2005
Task 4:	Completed by November 15, 2005
Task 5:	Completed by November 30, 2005

ATTACHMENT C FEE SCHEDULE

In consideration of the performance of the foregoing obligations, the City shall pay to HNTB an amount not to exceed \$110,000 as outlined in the following Fee Calculation.

Project name: District 7 Sidewalk Pilot Project
Date: 19-Jan-2005

Labor

Name	Man-Hours	Contract Rate	Billable Cost
Department Manager	40	\$150.00	\$6,000
Project Manager	60	\$125.00	\$7,500
Engineer I	160	\$75.00	\$12,000
Sr. Multimedia Comm. Dev.	24	\$135.00	\$3,240
Senior GIS Appl. Dev.	300	\$110.25	\$33,075
Junior GIS Analyst	480	\$60.00	\$28,800
Office Administrator	36	\$69.00	\$2,484
Total man-hours		1100	
Total labor			\$93,099

Expenses

Printing			\$1,500
Travel - 1 person, two 1-day trips			\$1,000
Travel - Sidewalk data collection	434	\$0.380	\$165
GPS Device Rental (4 mos.)			\$5,200
Subconsultant (RVK - provide sidewalk ADA information)			\$7,000
Miscellaneous			\$500
Administrative fee	10%		\$1,536
Total expenses			\$16,901

<u>Total project cost</u>	\$110,000
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ATTACHMENT D CITY'S RESPONSIBILITIES

The City shall perform and/or provide the following in a timely manner so as not to delay the services of HNTB. Unless otherwise provided in the Scope of Services, the City shall bear all costs incident to compliance with the following:

1. Assignment of a program manager or project point of contact from the Department of Public Works
2. Acquisition and maintenance of GIS map layers specified in Item 4 under Scope of Services section of this agreement
3. Rental cost of GPS equipment

ATTACHMENT E OTHER PROVISIONS

The parties agree to the following provisions with respect to the Scope of Services in this Task Order:

Data Issues:

1. The City will provide the GIS data specified in Item 4 of Attachment A - Scope of Services in ESRI's Shapefile format and 2003 mosaics.
2. The GIS data layers provided by the City are complete and accurate. The City's street data set includes a full set of attribute information including, but not limited to, address range (high, low, odd range, even range), street prefix, street name, street suffix, and street type.
3. The City will provide 311 complaints recorded in year 2004.

ATTACHMENT F ADDITIONAL SERVICES

The following related services, not included in this Scope of Services, can be provided in an additional services agreement, if authorized in writing by the City:

1. System:
 - a. Installation and configuration of the desktop application in City's network environment.
 - b. Maintenance of GIS data and ADA compliance information upon completion of scope of work.
2. Data:
 - a. Geographic Information System (GIS) data conversion.
 - b. Meet the City's GIS data accuracy requirements. The Consultant will rely on the accuracy of the GPS unit (Trimble GeoXT), resolution of the aerial photography, and the City's street centerline data.
 - c. QA/QC and maintenance of the delivered GIS data sets.

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**¹ that would be a party to the discretionary contract.

HNTB Corporation

and the name of:

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

Maestas & Bailey, Inc.
Bain Medina Bain, Inc.
Rehler Vaughn & Koone, Inc.
SAM, Inc.
Eagle Drilling
Proforma Sweet Promotions
Arias and Associates, 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.

HNTB Ltd. Is the parent company of HNTB Corporation
HNTB Corporation has a number of state specific subsidiaries, none of which are a party to this contract.

(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.

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.

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.

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:

None

Amount:

Date of Contribution:

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 question² 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.

None

Signature:

Thomas D. Ellis, P.E.

Title: Vice President

Company: HNTB Corporation

Date:

04/06/2005

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.

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.**

City of San Antonio
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Section 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 91), (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:

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;

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;

Not Applicable

- (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.

Not Applicable

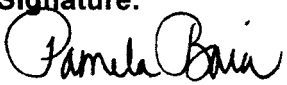
Political Contributions

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 part twenty-four (24) months made directly or indirectly or indirectly to any *current or former member* of City Council, and *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 entity 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:
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 Tejeda, Carroll Schubert, Bobby Perez, Toni Moorehouse, Lyle Larson, David Carpenter, Julian Castro, Paul Elizondo and Enrique Barrera	\$50.00/each	July thru October 2002
Toni Moorehouse, Enrique Barrera and Carroll Schubert	\$70.00/each	May 2003

Disclosure in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: President Company: Bain Medina Bain, Inc.	Date: March 22, 2005