# CITY OF SAN ANTONIO AVIATION DEPARTMENT CITY COUNCIL AGENDA MEMORANDUM

TO:

Mayor and City Council

FROM:

Mark H. Webb, Interim Aviation Director

**SUBJECT:** 

Amendment to the Professional Services Agreement for the New Terminal

Expansion Project at San Antonio International Airport

DATE:

February 2, 2006

### **SUMMARY & RECOMMENDATION**

An ordinance accepting the proposal of and amending the Professional Services Agreement with 3D/International (3DI) to provide for preparation of design modifications for the New Terminal Expansion Project at San Antonio International Airport in an amount not to exceed \$913,544.78 which represents a 7.32% increase in fees to the original contract amount of \$12,638,277.00; appropriating funds; revising the budget, and providing for payment. Funds are available for this action in the Airport System Construction Fund and Carter Burgess will reimburse the City in the amount of \$113,178.95 to pay for a portion of the design modifications.

Staff recommends approval of this ordinance.

### **BACKGROUND INFORMATION**

In the Five Year Capital Program, the City has identified a need to expand the San Antonio International Airport. The Airport Expansion Program consists of numerous major projects including two new terminals, as well as a 3,000-space car parking garage, new roadway system, utility infrastructure; aircraft apron paving, expansion of the central utility plant, and demolition of existing Terminal Two.

On May 29, 2003, City Council authorized a contract in the amount of \$12,638,227.00 for architectural services to the firm of 3DI in connection with the New Terminal Expansion Project at San Antonio International Airport. The starting point for the work of 3DI was the program and schematic design that had been prepared by Marmon-Mok/Gensler under a separate contract with the City.

As the design of the Airport Expansion Program progressed several program changes occurred that required additional services of the design team. Summaries of each Additional Service Request (ASR) Cost Proposal presented for action and the basis of Carter Burgess and City Staff recommendation are provided in Attachment I.

3DI submitted proposals for the preparation and execution of the Additional Services Requests described in this memorandum. Carter Burgess and City Staff reviewed 3DI's

scope of services to prepare these tasks, reviewed the proposed hours and fees and met with the 3DI to negotiate the proposals based on the Carter Burgess' estimates of fair and reasonable compensation for each ASR as listed below.

ASR No.	Brief Description	Negotiated Amount
1 4 10A 10B 11 12 15	Schematic Design Review Cost Reductions Alternatives Terminal B Baggage System SWA MEP Changes Permanent Hydronic System T2 Selective Demolition Terminal B Concession Mods Apron Package 8 Redesign	\$ 112,107.50 \$ 226,357.90 \$ 36,731.20 \$ 244,417.99 \$ 91,119.80 \$ 19,221.84 \$ 280,721.85 \$ 18,156.60
New Piedmont Parking Lot Subtotal  Reduction in original 3DI fee due to cancellation of T1/B Baggage Handling System Building at		\$\frac{10,935.10}{\$1,039,769.78}
completion	n of design development.  Total	\$ <126,225.00> \$ 913,544.78

The following is a summary of the 3DI contract and amendments including this action:

Total	\$ 13,931,321.27
This Amendment	\$ 913,544.78
Previous Amendments	\$ 379,549.49
Original Contract	\$ 12,638,227.00

This amendment represents a 7.23% increase in fees to the 3D/I contract. The revised fees represent 8.02% of the projected construction costs of the project.

### **POLICY ANALYSIS**

This action continues the policy of improving facilities at San Antonio International Airport.

### FISCAL IMPACT

This action will appropriate funds in the amount of \$913,544.78 for additional design expenses from the Airport System Construction Fund, 2002 General Airport Revenue Bonds. Sufficient funds are available for this action.

In an effort to demonstrate program support and to avoid a conflict resolution process regarding ASR No. 4, Carter Burgess has agreed to reimburse the City for one half of this

ASR in the amount of \$113,178.95 (to be in the form of a credit on future billings from Carter Burgess). Both Carter Burgess and the City have made staff and procedural improvements that will provide more proactive management of both the program and the program budget in the future.

### **COORDINATION**

This request for ordinance has been coordinated with the following departments: Finance, Management and Budget, and the City Attorney's Office.

### **SUPPLEMENTARY COMMENTS**

The required Discretionary Contracts Disclosure forms from 3D/International are attached.

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Mark H. Webb

**Interim Aviation Director** 

Roland A. Lozano

Assistant to the City Manager

Sheryl Sculley City Manager

#### Attachment I – ASR Summaries

### ASR No. 1 - Cost Reduction Alternatives - Schematic Design Review Phase

- 3D/I and Carter Burgess analyzed estimates prepared by Marmon-Mok/Gensler and determined that original estimates were understated and in excess of project budget
- Review of terminals' architectural program performed to determine what modifications could be made to substantially reduce projected construction costs without impact on functionality
- Architect evaluated, prepared and presented alternate architectural concepts, together with detailed cost models for each alternate
- Alternate that best addressed the Airport's current and future needs, was selected to be developed and incorporated into the detailed terminal designs
- Reviews and evaluations were not within the original scope of services of the 3D/I contract and represent additional services
- Additional compensation of \$112,107.50 has been determined by Carter Burgess to be fair and reasonable for these additional services

### ASR No. 4 - Cost Reduction Alternatives - Design Development Phase

- Program budget developed at the end of Schematic Design Review Phase (ASR No. 1) did not include construction contingency
- Lack of coordination/communication/direction during design development phase resulted in near completion of design drawings with different project budget assumptions that ultimately required 3D/I to revise design to bring within a project budget that included construction contingencies
- Design modifications were not within the original scope of services of the 3D/I contract and represent additional services
- Architect was directed to implement those changes that were appropriate, which necessitated substantial redesign effort
- Additional compensation of \$226,357.90 has been determined by Carter Burgess to be fair and reasonable for the additional services

### ASR No. 10A - Terminal B Baggage System and Miscellaneous Modification Studies

- Original terminal plans prepared for any airline
- Subsequently Southwest Airlines (SWA) requested to occupy Terminal B
- Architectural and baggage handling design studies resulting from SWA change request were performed
- Studies and evaluations were not within the original scope of services of the 3D/I contract and represent additional services

• Additional compensation of \$36,731.20 has been determined by Carter Burgess to be fair and reasonable for these additional services

### ASR No. 10B - Implementation of Terminal B Design Modifications

- Implementation of architectural and baggage handling design modifications to the Terminal B construction documents that resulted from the completion of SWA studies described in ASR No. 10A above
- Design modifications were not in the original scope of services of the 3D/I contract and represent additional services
- Additional compensation of \$244,417.99 has been determined by the Carter Burgess to be fair and reasonable for these additional services

### ASR No. 11 - Design of Permanent Hydronics System (Chilled Water Lines for Heating and Air Conditioning System) through Terminal B

- Work associated with the hydronic system routing through Terminal B to service Terminal 1 (as outlined in the Marmon Mok/Gensler schematic design report) incorporated into 3DI's scope of services in lieu of being designated as the responsibility of the parking structure architect
- Several solutions considered for temporary and future permanent hydronic routing to keep Terminal 1 operational during construction as well as designation of the final connection to Terminal 1
- Solution chosen was to design and construct the permanent hydronic system within the Terminal B footprint prior to the construction start of Terminal B, placing the hydronic trench and system within the Terminal B service level
- Design effort was not within the original scope of services of the 3D/I contract and represents additional services
- Additional compensation of \$91,119.80 has been determined by Carter Burgess to be fair and reasonable for these additional services

### ASR No. 12 - Terminal 2 West End Selective Demolition/Renovation Design

- Original Programming Study was not of such detail to identify a conflict with roadway system and west end Terminal 2
- Final Roadway alignment was reviewed to determine extent of encroachments (identified during the final design review) into the southwest corner of Terminal 2, in the area of the canopy and rental car counters
- Review determined necessity to demolish west end of the canopy and car rental ticket counters, prior to start of Roadway and Utilities project
- Review and design modification was not within the original scope of services of the 3D/I contract and represents additional services
- Additional compensation of \$19,221.84 has been determined by Carter Burgess to be fair and reasonable for these additional services

### ASR No. 15 - Terminal B Vertical Circulation and Concession Layout Modifications

- Re-design of portions of the Terminal B vertical circulation core to expand building to include provisions for future escalators from the Parking Garage Sky Bridge to the arrival and departure levels of the terminals
- Work includes modifications to the Concourse Layout to increase concession space allocation in Terminal B (area programmed for a future airline club will be utilized as additional concession space); modifications also require reconfiguration of TSA offices and changes to restroom layouts
- Associated design modification work impacted work currently designed to 90% construction drawings
- Design modifications were not within the original scope of services of the 3D/I contract and represent additional services
- Additional compensation of \$280,721.85 has been determined by Carter Burgess to be fair and reasonable for these additional services

### ASR No. 16 - Repackaging of Project 8 - Terminal Apron

- Work in response to elevated construction costs associated with multiyear, staggered
  phase construction that led to elevated bid results as well as the constraint of limited FAA
  funding
- Effort required to implement bid repackaging was not in the original scope of services for 3D/I and represents additional services
- Additional compensation of \$18,156.60 has been determined by Carter Burgess to be fair and reasonable for these additional services

### ASR No. 19 - Piedmont Hawthorne Replacement Parking Lot

- Due to final roadway design, parking lot for Piedmont Hawthorne would need to be reconstructed/reconfigured to return their leasehold to near pre-construction condition
- Addition of parking lot facility for Piedmont Hawthorne will replace existing parking lot scheduled to be taken out of service
- Design effort for this facility included site planning and layout for parking lot (site design included grading and drainage, and pavement design)
- Design effort was not within the original scope of services of the 3D/I contract and represents additional services
- Additional compensation of \$10,935.10 has been determined by Carter Burgess to be fair and reasonable for these additional services

dditional Service Request	3DI	
Description	Original Request	Negotiated Request
Cost Reduction Alternatives - Schematic Design Review Phase	\$249,943.60	\$112,107.50
Cost Reduction Alternatives - Design Development Phase	\$251,023.20	\$226,357.90
Terminal B Baggage System and Miscellaneous Modification Studies	\$36,731.20	\$36,731.20
Implementation of Terminal B Design Modifications	\$256,731.05	\$244,417.99
Design of Permanent Hydronics System Through Terminal B	\$91,119.80	\$91,119.80
Terminal 2 West End Selective Demolition/Renovation Design	\$22,500.95	\$19,221.84
Terminal B Vertical Circulation and Concession Layout Modifications	\$289,100.29	\$280,721.85
Repackaging of Project 8 - Terminal Apron	\$40,000.00	\$18,156.60
Piedmont Hawthorne Replacement Parking Lot	\$10,935.10	\$10,935.10
Total Outstanding 3D/I ASR Cost	\$1,248,085.19	\$1,039,769.78
Design Fee Credit From Cancellation of T1 Bag Bldg		\$ (126,225.00)
	Cost Reduction Alternatives - Schematic Design Review Phase Cost Reduction Alternatives - Design Development Phase Terminal B Baggage System and Miscellaneous Modification Studies Implementation of Terminal B Design Modifications Design of Permanent Hydronics System Through Terminal B Terminal 2 West End Selective Demolition/Renovation Design Terminal B Vertical Circulation and Concession Layout Modifications Repackaging of Project 8 - Terminal Apron Piedmont Hawthorne Replacement Parking Lot  Total Outstanding 3D/I ASR Cost	Cost Reduction Alternatives - Schematic Design Review Phase \$249,943.60  Cost Reduction Alternatives - Design Development Phase \$251,023.20  Terminal B Baggage System and Miscellaneous Modification Studies \$36,731.20  Implementation of Terminal B Design Modifications \$256,731.05  Design of Permanent Hydronics System Through Terminal B \$91,119.80  Terminal 2 West End Selective Demolition/Renovation Design \$22,500.95  Terminal B Vertical Circulation and Concession Layout Modifications \$289,100.29  Repackaging of Project 8 - Terminal Apron \$40,000.00  Piedmont Hawthorne Replacement Parking Lot \$10,935.10

## City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a party to the discretionary contract:
None
(2) Identify any individual or business entity which is a partner, parent or subsidiary business
entity, of any individual or business entity identified above in Box (1):
Gricky, or acry more and a business or king isorialised above an beauty.
No partner, parent or subsidiary; <i>or</i>
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
3D/International, Inc.
(3) Identify any individual or business entity that would be a <i>subcontractor</i> on the discretionary
contract.
No subcontractor(s); or
List subcontractors: Corgan Associates, Inc.
Shah Smith & Associates, Inc.
Jaster-Quintanilla San Antonio, LLP
Don Durden, Inc. dba Civil Engineering Consultants
CAGE, Inc.
Glover & Associates, Inc.
Hanscomb, Inc.
Schirmer Engineering Corporation
Dickensheets Design Associates, Inc.
Bos Lighting Design Lerch Bates & Associates, Inc.
Leich Dates & Associates, IIIC.

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

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No lobbyist or public relation	ns firm employed; or			
List lobbyists or public relations firms:				
(5) Political Contributions List all political contributions tot four (24) months made to any o Council, or to any political acti individual or business entity w above, or by the officers, owner	<i>current</i> or <i>former member</i> of ion committee that contribu- hose identity must be disc	of City Council, any ites to City Council closed under Box (1	candidate for City elections, by any l, (2), (3) or (4)	
No contributions made; If c	contributions made, list belo	w:		
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:	
See Attached Sheet (One Page)				
(6) Disclosures in Proposals Any individual or business entit known facts which, reasonably employee would violate Sectio participating in official action re Party not aware of facts whof the City Code; or Party aware of the following facts	ty seeking a discretionary of y understood, raise a quest on 2-43 of the City Code (Estating to the discretionary of the would raise a "conflict of the discretionary of the would raise a "conflict of the discretionary of the would raise a "conflict	stion <sup>2</sup> as to whether thics Code), ("confli- contract.	any city official or icts of interest") by	

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

### City of San Antonio Discretionary Contracts Disclosure For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

Signature:	Title: Senior Vice President	Date: 1/20/06
Alvaro Rizo-Patron	Company or D/B/A: 3D/International, Inc.	

### **Political Contributions**

03/10/04	Patti Radle	100
04/15/04	Joel Williams	100
04/29/04	Art Hall	150
06/10/04	Joel Williams	100
06/10/04	Chip Haass	250
07/02/04	Julian Castro	500
08/03/04	Carroll Schubert	250
08/19/04	Richard Perez	150
08/19/04	Kevin Wolf	150
10/01/04	Patti Radle	150
10/06/04	Phil Hardberger	300
10/08/04	Gerald Lee	200
10/18/04	Roger Flores	150
10/29/04	Ray Lopez	100
11/12/04	Art Hali	100
01/12/05	Julian Castro	500
01/12/05	Gerald Lee	100
01/13/05	Carroll Schubert	250
02/09/05	Ron Segovia	250
02/17/05	Richard Perez	100
02/17/05	Ed Garza	300
02/17/05	Ray Lopez	100
03/03/05	Art Hall	150
03/03/05	Cynthia Test	100
03/03/05	Patti Radle	100
03/16/05	Roger Flores	350
03/29/05	Joel Williams	200
03/29/05	Chip Haas	150
04/14/05	Noel Suniga	100
04/28/05	Kevin Wolff	100
04/28/05	Phil Hardberger	400
05/16/05	Julian Castro	250
05/16/05	Noel Suniga	150
05/16/05	Ray Lopez	150
05/31/05	Julian Castro	500
05/31/05	Phil Hardberger	500
06/20/05	Art Hall	200
06/20/05	Sheila McNeil	500
06/30/05		150
08/17/05	<del></del>	500
10/05/05		250
10/19/05		250
10/19/05	<del></del>	250
11/02/05		100
11/02/05		150
11/21/05	5   Art Hall	150

Discretionary Contracts Disclosure
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Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a party to the discretionary contract
Corgan Associates, Inc.
Architectural Sub-Consultant
(2) Identify any individual or business entity which is a partner, parent or subsidiary business
entity, of any individual or business entity identified above in Box (1):
No partner, parent or subsidiary; or
140 partites, parent of Substantity, or
List partner, parent or subsidiary of each party to the contract and identify the corresponding
party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary
contract.
No subcontractor(s); or
180 Subdona actor(a); C.
List subcontractors:
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary
contract for purposes related to seeking the discretionary contract.
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List lobbyists or public relations firms:

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

No contributions made; If contributions made, list below:				
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:	
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(5) Political Contributions

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Discretionary Contracts Disclosure
For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity! that is a party to the discretionary contract:

Shah Smith & Associates
2825 Wilcrest, Suite 350
Houston, Texas 77042
(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
X No partner, parent or subsidiary
(3) Identify any individual or business entity that would be a <i>subcontractor</i> on the discretionary contract.
Y. Na subsentente
X No subcontractor(s
(4) Idealify on the first or make the relations from a male and the constant to the discretion on
(4) Identify any <b>lobbyist</b> or <b>public relations firm</b> employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
X No lobbyist or public relations firm employed

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

X No contributions made By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate <u>Section 2-43 of the City Code (Ethics Code)</u>, ("conflicts of interest") by participating in official action relating to the discretionary contract.

X Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature:

Title:
Ajay C. Shah, PE
Principal

Date:

January 24, 2006

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<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Discretionary Contracts Disclosure
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Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a party to the discretionary contract:
Jaster-Quintanilla San Antonio, LLP
Subject Contracting Contracting, 22.
(2) Identify any individual or business entity which is a partner, parent or subsidiary business
entity, of any individual or business entity identified above in Box (1):
⊠No partner, parent or subsidiary; <i>or</i>
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
⊠No subcontractor(s); or
List subcontractors:
(4) Identify any lobbyist or public relations firm employed by any party to the
discretionary contract for purposes related to seeking the discretionary contract.
⊠No lobbyist or public relations firm employed; <i>or</i>
List lobbyists or public relations firms:

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5)	Po	litica	ì	Co	ntri	bı	ıtic	วก	s

List all political contributions totaling one hundred dollars (\$100) or more within the past twentyfour (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:					
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:		
Nove					

### (6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: Agustin Tellez

Title: Principal

Company or D/B/A: Jaster-Quintanilla San Antonio, LLP

Date:

January 24, 2006

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

P. 05/07

## City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-81 of the City Code (Ethics Code) Attach additional sheets if space provided is not sufficient.

### 

Don Durden, P.E., R.P.L.S., 74.81% Ownership, President
Ken Thomas, P.E., R.P.L.S., 5% Ownership, Principal - Municipal Division Manager
Ken Koch, P.E., 5% Ownership, Principal-V.P./Director of Business Development
Garland Galm, P.E., 3.33% Ownership, Principal-Transportation Division Manager
Mike Haberer, R.P.L.S., 3.11% Ownership, Principal-Survey 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
Terry Conn, P.E., 2% Ownership, Principal - Senior Project Manager
Joe Nix, P.E., R.P.L.S., P.T.O.E., 1.25% Ownership, Principal - Senior Project Engineer
Matt Van Wicklen, P.E., 0.25% Ownership, Principal - Vice President Employee Benefits

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⊠ No partner, parent or subsidiary; <i>or</i>
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
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⊠ No subcontractor(s); or
List subcontractors:
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☑ No lobbyist or public relations firm employed; or
List lobbyists or public relations firms:

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

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By Whom Made:	; If contributions made, list below To Whom Made:	Amount:	Date of Contribution:
	Carroll Schubert	\$500	02/16/04
	Ron Segovia	\$200	07/01/04
	Joel Williams	\$150	07/12/04
	Friends of Chip Hass	\$150	08/11/04
	Friends of Richard Perez	\$150	08/18/04
	Roger Flores	\$150	08/31/04
	Kevin Wolff	\$150	11/08/04
·	Art Hall	\$250	11/23/04
	Patty Radle	\$150	12/13/04
	Carroll Schubert	\$500	01/17/05
	CEPAC	\$100	02/01/05
	Kevin Wolff	\$100	04/27/05
	Phil Hardberger	\$1,000	05/20/05
	Ray Lopez Campaign	\$500	05/24/05
	Noel Suniga campaign	\$500	05/24/05
	Roland Gutierrez	\$150	10/31/05
_	Delicia Herrera	\$150	11/01/05
	Richard Perez	\$150	11/22/05

(6) Disclosures in Proposals

Any novidua or business entry seeking an screttonary owers with the city most disclose pay through all much passaged, understood naise a question as to an either any curving all of annotive work waste Section 2.4% of the City Code (Eithes, Gode) country or attends to be passaged in a section of the city Code (Eithes, Gode).

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature:

Title:

PIZESIDENT

Date:

Company or D/B/A:

Don Durden, Inc. DBA Civil

1/25/2006

Engineering Consultants

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to 'raise a question' about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether of not recusal is required.

Discretionary Contracts Disclosure
For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

CAGE, Inc., 6303 Commerce Drive, Suite 150, Irving, Texas 75063
X No partner, parent or subsidiary; or
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
X No subcontractor(s); or
List subcontractors:
X No lobbyist or public relations firm employed; or
List lobbyists or public relations firms:

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

X No contributions made; If c	ontributions made, list below:		
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
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This form is required to be supplemented in the event there is any change in the information 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 filled, whichever occurs first.

Signature!

David 870 10

Title: Controller

Company or D/B/A:

CROK INC

Date:

1/24/06

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Discretionary Contracts Disclosure
For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

Glover & Associates, Inc.	
No partner, parent or subsidiary; or	
List partner, parent or subsidiary of each party to the contract and identify the party:	corresponding
No subcontractor(s); or	
List subcontractors: Coffeen Fricke & Associates, Inc.	
No lobbyist or public relations firm employed; or	
List lobbyists or public relations firms:	
•	

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, If any.

No contributions made; if c	contributions made, list below:		
By Whom Made:	To Whom Made:	Amount	Date of Contribution:
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Party not a the City Code;	ware of facts which or	would raise a "c	conflicts-of-inter	est" issue und	er Section 2-43 of
Party aware of	the following facts:				
<b>3</b>					

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature:

Title:

and the same

Date:

Jun 1 Held

Company or D/B/A:

01/24/2006

GLOVER SASSOCIATES INC.

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disintensited person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal

Discretionary Contracts Disclosure
For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code) Attach additional sheets if space provided is not sufficient.

	(1) Identify any individual or business entity <sup>1</sup> that is a party to the discretionary contract:
	Faithful + Gould
	(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
	No partner, parent or subsidiary; or
	List partner, perent or subsidiary of each party to the contract and identify the corresponding party:  Parent = Atkins
	(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
	No subcontractor(s); or
/	List subcontractors: Apex Cost, Hanscomb, Inc
	(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
	No lobbylst or public relations firm employed; or

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

To Whom Made:	Amount:	Date of Contribution
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ch would raise a "conflicts-of-in	nterest" issue under	Section 2-43 of
	ably understood, raise a question 2-43 of the City Code (Entrelating to the discretionary of	als Intity seeking a discretionary contract with the city ably understood, raise a question as to whether tion 2-43 of the City Code (Ethics Code), ("confinite relating to the discretionary contract.  The would raise a "conflicts-of-interest" issue under

DAVID HENAMARE, VP

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

## City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

Schirmer Engineering Corporation, 707 Lake Cook Road, Deerfield, IL 60015
No partner, parent or subsidiary; or
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
Subsidiary of: Aon Corporation, 200 East Randolph Street, Chicago, IL 60601
No subcontractor(s); or
List subcontractors:
decentration and the second consideration and the second s
No lobbyist or public relations firm employed; or
List lobbyists or public relations firms:
,

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. A sole proprietor should list the name of the individual and the d/b/a, if any,

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No contributions made; If By Whom Made:	contributions made, list below	Amount:	Date of Contribution:
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Party not aware of facts which would raise a "conflicts-of-Interest" issue under Section 2-43
of the City Code; or
Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first. Signature: Title: Senior Vice President Date: January 23, 2006 Mark Rockholy Company or D/B/A: Mark Rochholz

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriatenass of official action if a disinterested person would conclude that the facts, if true, require regular or regular careful consideration of whether or not recusal is required.

Discretionary Contracts Disclosure
For use of this form, see Section 2-59 through 2-61 of the City Code (Eithics Code)
Attach edditional sheets if space provided is not sufficient.

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Dickensheets Design Associates
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No partner, parent or subsidiary; or
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
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No subcontractor(s); or
List subcontractors:
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No lobbyist or public relations firm employed; or
List lobbyists or public relations firms:

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

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Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

K.R. Dickensheets

Title:

Principal Consultant

Company or D/B/A:

Date:

23 Jan 2006

Dickensheets Design Associates

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

## City of San Antonio Discretionary Contracts Disclosure

Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a party to the discretionary contract:
John F. Bos, dba Bos Lighting Design
(2) Identify any individual or business entity which is a <i>partner</i> , <i>parent</i> or <i>subsidiary</i> business entity, of any individual or business entity identified above in Box (1):
No partner, parent or subsidiary; or
List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
No subcontractor(s); or
List subcontractors:
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary
contract for purposes related to seeking the discretionary contract.
No lobbyist or public relations firm employed; or
List lobbyists or public relations firms:
,

<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions List all political contributions to four (24) months made to any Council, or to any political act individual or business entity w above, or by the officers, owne	current or former member o ion committee that contribu- hose identity must be disc	of City Council, any tes to City Council Hosed under Box (*)	candidate for City elections, by any l, (2), (3) or (4)					
No contributions made; If contributions made, list below:								
By Whom Made: To Whom Made: Amount: Date of Contribu								
(6) Disclosures in Proposals  Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question <sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.  Real Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or  Party aware of the following facts:								
This form is required to be suppleme	ented in the event there is any cha	ange in the information t	pefore the discretionary					

Title: Owner	Date:
Company or D/B/A:	23 January 2006
Bos Lighting Design	
	Company or D/B/A:

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

### City of San Antonio Discretionary Contracts Disclosure For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a party to the discretionary contract

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(2) dentify any individual or business entity of any individual or business entit	entity which is a partner parent or subsidiary busines
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<sup>&</sup>lt;sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the dibla, if any, ....

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above or by the officers owners of any business entity listed in Box (4). (2) for (3) (A) 10 (C) (Z) (L) XOB EIGHUNDE PERINCE DE GISCHOE GROUNGE BOX (L) (Z) (Z) (A) (A) (A) (A) (A) (A) Council, or to any political action committee that continbutes to City Council elections by any tour (24) months made to any content of former member of City Council any candidate for City FIRE SIL BOILLICE COULDINGUE TORSING OUE FIND FIRE (2100) OF WORE WITH THE DESTANGUE.

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Date of Contribution:	danomA	To Whom Made:	у Whom Made:
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		Michael A. San	
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of the City Code; or 经数据 rot aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43

Party aware of the following facts:

Information is required to be filed, whichever occurs first contract is the subject of council schon, and no later than five (5) business days after any change about which This form is required to be supplemented in the event there is any change in the information before the discretionary

Company or L

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

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