

AN ORDINANCE 2006-06-15-0715

AUTHORIZING THE SELECTION AND EXECUTION OF THREE ONE-YEAR STANDBY PROFESSIONAL SERVICES AGREEMENTS WITH POST BUCKLEY SCHUH & JERNIGAN, INC. (PBSJ), ADAMS ENVIRONMENTAL, INC. (ADAMS), AND S & B INFRASTRUCTURE LTD (S&B), IN AN ANNUAL AMOUNT NOT TO EXCEED \$125,000.00 PER FIRM FOR NECESSARY "AS NEEDED" ENGINEERING SERVICES TO COMPLY WITH THE NATIONAL ENVIRONMENTAL POLICY ACT, WITH TWO ONE-YEAR EXTENSION OPTIONS, CONTINGENT UPON CITY COUNCIL APPROVAL.

* * * * *

WHEREAS, this Ordinance authorizes selection of professional engineers, accepts proposals, and authorizes the execution of three (3) Stand-By Professional Engineering Services Agreements for National Environmental Policy Act (NEPA) consulting, each in an amount not to exceed \$125,000.00 annually.

WHEREAS, these agreements will be used on an as-needed basis for various environmental consulting and remediation activities necessary to the City's compliance with National Environmental Policy Act (NEPA) requirements in performing Metropolitan Planning Organization (MPO) funded projects and City of San Antonio environmental projects for a term of one year each, with options, in the City's favor, to renew all or any one the agreements for up to two (2) additional one (1)-year periods upon the approval of the City Council and subject to funding available; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The following professional engineers are selected and their respective proposals accepted, in response to the City of San Antonio Request for Qualifications entitled "RFQ" for Stand-by Professional Engineering Services Agreement for National Environmental Policy Act (NEPA) Environmental Consulting 2006: Post, Buckley, Schuh & Jernigan, Inc. (PBS&J); Adams Environmental, Inc. (Adams); S&B Infrastructure Ltd. (S&B).

SECTION 2. The City Manager or her designee is authorized to execute three (3) Stand-By Professional Engineering Services Agreements, as recited above, each in an amount not to exceed \$125,000.00, with each of the foregoing engineering firms in comportment with Integration Agreements, **Attachments A, B, and C**, substantial copies of which are appended and incorporated herein verbatim for all purposes, which attachments incorporate the RFQ, all amendments and addenda thereto, and the respective responses and pricing schedules of the contracting firms. This Ordinance governs all contract documents.

SECTION 3. The subject agreements shall each be for a single annual term period to commence on or about June 25, 2006, and each shall expire on June 24, 2007. Upon expiration of the initial term, the Director of Environmental Services may execute up to two (2) optional one (1) year terms upon approval of the City Council, upon terms and conditions identical to those of the first contract, subject to funding available. In the event the City exercises one or more optional terms, and should amendments or material modifications be made to the existing provisions, the option exercise shall require City Council approval of such adjustments. Material changes to provisions require City Council approval regardless of when such amendments may be effected. Any optional terms exercised shall terminate on June 24 of the respective calendar years.

SECTION 4. The following financial adjustments are authorized as follows:

(a) Some, but not all, of the requested funds for this expenditure are available in Fund 55001000, SOLID WASTE OPERATING FUND, Fund Center 5556010000, Administration, as part of the carry forward budget.

(b) Payment not to exceed the budgeted amount is authorized for necessary "as needed" engineering services to comply with the National Environmental Policy Act to vendors Post Buckley Schuh & Jernigan, Inc. (PBSJ), Adams Environmental, Inc. (Adams), or S&B Infrastructure Ltd. (S&B). Payment should be encumbered with a purchase order.

(c) The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall be effective June 25, 2006.

PASSED and APPROVED this 15th day of June 2006.


M A Y O R
PHIL HARDBERGER

Attest: 
City Clerk

Approved as to form: 
City Attorney

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
ENVIRONMENTAL ENGINEER OR ENVIRONMENTAL
CONSULTANT**

Post Buckley Schuh & Jernigan (PBS&J), Inc.
for

"Stand-by Professional Engineering Services
Agreement for National Environmental Policy Act (NEPA)
Environmental Consulting 2006"

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

Post Buckley Schuh & Jernigan, Inc.
10100 Reunion Plance
Suite 850
San Antonio, Texas 78216

a corporation (hereinafter referred to as "PBS&J," duly incorporated under the laws of the state of Florida, said Agreement being executed by the City pursuant to Ordinance No. _____, passed and approved by the City Council on June 15, 2006.

Terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are **attached** and fully incorporated herein verbatim for all purposes:

1. Exhibit 1, a Request for Qualifications (RFQ) package for "Standby Professional Engineering Services Agreement for National Environmental Policy Act (NEPA) Environmental Consulting 2006," including Addendums I and II.
2. Exhibit 2, Consultant's responsive fee schedule.
3. Copy of enabling Ordinance No. _____.

Further, fully incorporated herein by reference, verbatim for all purposes is PBS&J's written submission in response to the City's RFQ.

All of which documents, those attached and incorporated; and those incorporated by reference, do constitute the contract documents for this Agreement. This Agreement

supersedes any previous agreement or understanding, whether written or oral. The RFP and its amendments, if any, govern the Engineer or Consultant's proposal. This Integration Agreement governs the RFP and Engineer or Consultant's proposal. The enabling Ordinance shall govern all documents;

Compensation. As authorized by the Ordinance, annual budget sums shall not exceed \$125,000.00 in payment for performance of this contract unless City Council action is taken to amend the enabling Ordinance. In regard to compensation, the City does not guarantee any minimum volume of work.

Work Start Date: Work shall start immediately upon instruction to Engineer or Consultant from the Department of Environmental Services, but no sooner than June 25, 2006, for performance of various City projects described in the RFQ's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: The first term of this Agreement shall commence on or about June 25, 2006. The first annual term of this Agreement shall terminate on June 24, 2007, subject to renewal for two (2) optional one-year terms to be effected and executed at the discretion of the City and upon approval by the City Council, and contingent upon funding available. Optional renewal terms, if exercised, shall run from June 25th and terminate on June 24th of the respective calendar years for purposes of calculating optional term periods.

Agreed, Consented to, and Executed this _____ day of June, 2006.

CITY OF SAN ANTONIO

CONTRACTOR
Post Buckley Schuh & Jernigan, Inc.

by _____
City Manager, Assistant City Manager or
an Assistant to the City Manager

by _____
Title: _____

Printed name: _____

Printed name: _____

Approved as to form:
Office of the City Attorney
Michael Bernard
City Attorney

by _____
Sally Clark Farris, Assistant City Attorney

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
ENVIRONMENTAL ENGINEER OR ENVIRONMENTAL
CONSULTANT**

Adams Environmental, Inc. (Adams)

for

"Stand-by Professional Engineering Services
Agreement for National Environmental Policy Act (NEPA)
Environmental Consulting 2006"

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

Adams Environmental, Inc.
c/o the Adams Environmental Team
12018 Las Nubes
San Antonio, Texas 78233

a corporation (hereinafter referred to as "Adams," duly incorporated under the laws of the state of Texas , said Agreement being executed by the City pursuant to Ordinance No. _____, passed and approved by the City Council on June 15, 2006.

Terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are **attached** and fully incorporated herein verbatim for all purposes:

1. Exhibit 1, a Request for Qualifications (RFQ) package for "Standby Professional Engineering Services Agreement for National Environmental Policy Act (NEPA) Environmental Consulting 2006," including Addendums I and II.
2. Exhibit 2, Consultant's responsive fee schedule.
3. Copy of enabling Ordinance No. _____.

Further, fully incorporated herein by reference, verbatim for all purposes is Adams' written submission in response to the City's RFQ.

All of which documents, those attached and incorporated; and those incorporated by reference, do constitute the contract documents for this Agreement. This Agreement supersedes any previous agreement or understanding, whether written or oral. The RFP

and its amendments, if any, govern the Engineer or Consultant's proposal. This Integration Agreement governs the RFP and Engineer or Consultant's proposal. The enabling Ordinance shall govern all documents;

Compensation. As authorized by the Ordinance, annual budget sums shall not exceed \$125,000.00 in payment for performance of this contract unless City Council action is taken to amend the enabling Ordinance. In regard to compensation, the City does not guarantee any minimum volume of work.

Work Start Date: Work shall start immediately upon instruction to Engineer or Consultant from the Department of Environmental Services, but no sooner than June 25, 2006, for performance of various City projects described in the RFQ's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: The first term of this Agreement shall commence on or about June 25, 2006. The first annual term of this Agreement shall terminate on June 24, 2007, subject to renewal for two (2) optional one-year terms to be effected and executed at the discretion of the City and upon approval by the City Council, and contingent upon funding available. Optional renewal terms, if exercised, shall run from June 25th and terminate on June 24th of the respective calendar years for purposes of calculating optional term periods.

Agreed, Consented to, and Executed this _____ day of June, 2006.

CITY OF SAN ANTONIO

**CONTRACTOR
Adams Environmental, Inc.**

by _____
City Manager, Assistant City Manager or
an Assistant to the City Manager

by _____
Title: _____

Printed name: _____

Printed name: _____

Approved as to form:

Office of the City Attorney
Michael Bernard
City Attorney

by _____
Sally Clark Farris, Assistant City Attorney

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
ENVIRONMENTAL ENGINEER OR ENVIRONMENTAL
CONSULTANT**

S&B Infrastructure, Ltd

for

"Stand-by Professional Engineering Services
Agreement for National Environmental Policy Act (NEPA)
Environmental Consulting 2006"

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

S&B Infrastructure, Ltd.,
A wholly owned subsidiary of S&B Holdings, Ltd.,
5805 Callaghan Road, Suite 202
San Antonio, Texas 78228,

a Texas limited partnership (hereinafter referred to as "S&B"), said Agreement being executed by the City pursuant to Ordinance No. _____, passed and approved by the City Council on June 15, 2006.

Terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are **attached** and fully incorporated herein verbatim for all purposes:

1. Exhibit 1, a Request for Qualifications (RFQ) package for "Standby Professional Engineering Services Agreement for National Environmental Policy Act (NEPA) Environmental Consulting 2006," including Addendums I and II.
2. Exhibit 2, Consultant's responsive fee schedule.
3. Copy of enabling Ordinance No. _____.

Further, fully incorporated herein by reference, verbatim for all purposes is Adams' written submission in response to the City's RFQ.

All of which documents, those attached and incorporated; and those incorporated by reference, do constitute the contract documents for this Agreement. This Agreement supersedes any previous agreement or understanding, whether written or oral. The RFP

and its amendments, if any, govern the Engineer or Consultant's proposal. This Integration Agreement governs the RFP and Engineer or Consultant's proposal. The enabling Ordinance shall govern all documents;

Compensation. As authorized by the Ordinance, annual budget sums shall not exceed \$125,000.00 in payment for performance of this contract unless City Council action is taken to amend the enabling Ordinance. In regard to compensation, the City does not guarantee any minimum volume of work.

Work Start Date: Work shall start immediately upon instruction to Engineer or Consultant from the Department of Environmental Services, but no sooner than June 25, 2006, for performance of various City projects described in the RFQ's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: The first term of this Agreement shall commence on or about June 25, 2006. The first annual term of this Agreement shall terminate on June 24, 2007, subject to renewal for two (2) optional one-year terms to be effected and executed at the discretion of the City and upon approval by the City Council, and contingent upon funding available. Optional renewal terms, if exercised, shall run from June 25th and terminate on June 24th of the respective calendar years for purposes of calculating optional term periods.

Agreed, Consented to, and Executed this _____ day of June, 2006.

CITY OF SAN ANTONIO

**CONTRACTOR
S&B Infrastructure, Ltd.**

by _____
City Manager, Assistant City Manager or
an Assistant to the City Manager

by _____
Title: _____

Printed name: _____

Printed name: _____

Approved as to form:
Office of the City Attorney
Michael Bernard
City Attorney

by _____
Sally Clark Farris, Assistant City Attorney

CITY OF SAN ANTONIO
ENVIRONMENTAL SERVICES DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM

TO: Sheryl Sculley, City Manager
FROM: Daniel V. Cárdenas, Director
SUBJECT: Three Stand-By Professional Engineering Services Agreements for National Environmental Policy Act (NEPA) Environmental Consulting 2006
DATE: June 15, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes selection of engineering professionals and execution of three Standby Professional Services Agreements with Post Buckley Schuh & Jernigan, Inc. (PBSJ), Adams Environmental, Inc. (Adams), and S & B Infrastructure Management, LLC. (S&B), to perform services necessary for compliance with the National Environmental Policy Act in an amount not to exceed \$125,000 annually, per firm. These agreements will be utilized on an as-needed basis for various public works projects for a period of one year, with options, in favor of the City, to extend the terms of the agreements for two (2) additional (1) year performance periods, one or both of which options may be exercised, upon the approval of the City Council.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The National Environmental Policy Act (NEPA) requires that federally funded projects have an assessment performed on the impacts of the proposed project on such things as air quality, noise, historical/pre-historical features, water quality, and endangered species. The majority of projects that require this type of work are the Public Works' transportation improvement projects. Other City construction projects also utilize this contract, such as drainage improvement projects and some parks projects.

Although some strictly City-funded projects are not subject to the federal NEPA procedures, they are subject to the same historical, water quality, and other environmental rules imposed by NEPA

The types of activities that these consultants will perform under this contract include the following:

1. Standing historical structure surveys;
2. Archeology research, surveys, testing and monitoring during construction;

3. Socioeconomic surveys addressing demographics, neighborhood cohesion, economy, environmental justice and other research that satisfy Section 4(f) of the 1966 federal Transportation Act;
4. Public involvement coordination;
5. Noise and air modeling;
6. Obtaining compliance of the United States Army Corp of Engineers Section 404 permits under the federal Clean Water Act;
7. Section 401 Water Quality, Clean Water Act and Edwards Aquifer Authority issues;
8. Vegetation identification;
9. Endangered species suitable habitats identification and agency consultation, if necessary, and;
10. Hazardous materials assessment.

PBSJ, Adams, and S & B were selected based on the City's standard Request for Qualification (RFQ) process. This selection process satisfies statutory requirements for engineering competency. A selection committee comprised of representatives from the Public Works Department, Planning Department and Environmental Services Department and Economic Development Department. The Contract Services Department assisted with the entire selection process. PBSJ, Adams, and S & B were selected as the best qualified firms out of seven (7) respondents. The submittals were evaluated based on the firm's qualifications, experience, quality of service and previous project performance. The evaluation committee placed emphasis on the core activities of this contract which are prior experience in the permit application process, mitigation plan design, historical investigations and habitat surveys. This type of experience was limited amongst several respondents. Additional categories of consideration included references and financial qualifications. The ranking and evaluation criteria are attached.

Additional points were given to firms based on their local presence, structure as a minority and/or woman-owned business and their commitment to the City's Small Business Economic Development Advocacy (SBEDA) policy.

The contract term of this agreement shall be for a period of one (1) year from the date recited in the enabling ordinance or recited in the final executed documents. Two (2) optional one (1) year performance periods with identical terms and conditions offering the same contract value may be exercised, upon approval by City Council.

POLICY ANALYSIS

Approval of this ordinance is consistent with City Council policy to address environmental issues in a safe and professional manner in accordance with state and federal regulations.

FISCAL IMPACT

Approval of this ordinance will authorize expenditures to be made under these agreements not to exceed \$125,000 annually, per contract. Funding shall be made from the actual project funds, as necessary.

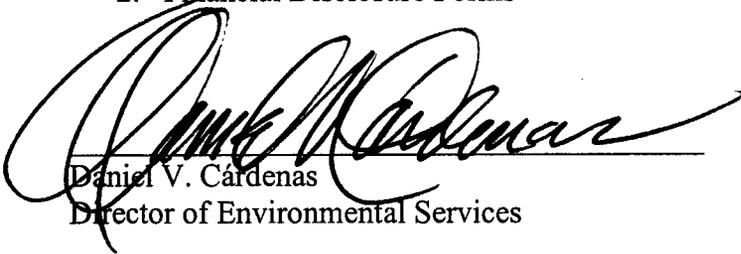
The three firms will be available to provide services on an as needed basis for various environmental monitoring and compliance evaluation and analysis. The cost for their services will be reimbursed in an established hourly rate.

COORDINATION

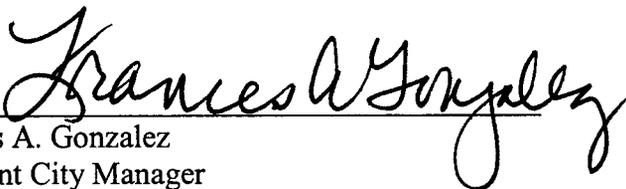
This request for ordinance has been coordinated with the Public Works, Parks and Recreation, Contract Services, Economic Development and Finance Department, as well as the Office of Management and Budget and the City Attorney's Office.

ATTACHMENTS

1. Evaluation Matrix
2. Financial Disclosure Forms



Daniel V. Cardenas
Director of Environmental Services



Frances A. Gonzalez
Assistant City Manager

Approved for consideration:



Sheryl Sculley
City Manager

SCORE SUMMARY
RFQ for Stand-by Professional Services for NEPA Environmental Consulting, 2006

	Maximum Points							
A - Qualifications	20	17.00	12.60	17.40	19.40	14.00	18.80	17.00
B - Experience	20	18.00	11.60	16.20	19.20	13.60	19.00	17.20
C - Quality of Service	20	16.00	11.60	16.00	18.60	14.20	17.20	14.80
D - Previous Project Performance	20	17.60	11.20	15.20	19.60	13.00	18.40	14.00
Sub-Total	80	68.60	47.00	64.80	76.80	54.80	73.40	63.00
E - Local Business Enterprise	10	10.00	10.00	6.00	6.00	10.00	1.00	6.00
E - Historically Underutilized Enterprise	5	5.00	2.25	1.50	2.75	2.00	1.65	1.75
E - Compliance w/SBEDA Policy	5	2.00	3.00	2.00	4.00	5.00	4.00	5.00
Sub-Total	20	17.00	15.25	9.50	12.75	17.00	6.65	12.75
TOTAL SCORE	100	85.60	62.25	74.30	89.55	71.80	80.05	75.75

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ATTACHMENT C
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:

Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J

(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, parent or subsidiary of each party to the contract and identify the corresponding party:
Not applicable.

(3) Identify any individual or business entity that would be a subCONSULTANT on the discretionary contract.

No subCONSULTANT(s); or

List subCONSULTANTS:
Bain Medina Bain, Inc.
Arias & Associates, Inc.
Ximenes & Associates, 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 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.

(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):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
John L. German	Councilmember Roger Flores, Jr.	\$75	08/04
John L. German	Councilmember Roger Flores, Jr.	\$75	10/04
John L. German	Councilmember Art Hall	\$200	05/05
John L. German	Councilmember Kevin Wolff	\$200	04/05
John L. German	Councilmember Roland Gutierrez	\$100	10/05
John L. German	Councilmember Richard Perez	\$125	11/05
John L. German	Councilmember Kevin Wolff	\$100	3/06
John L. German	Councilmember Art Hall	\$100	3/06
Larry Keith Pyron	Councilmember Kevin Wolff	\$100	3/06

(6) Disclosures in Submittals

Any individual or business entity seeking a discretionary contract with the CITY must disclose any known facts which, reasonably understood, raise a question² 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: 	Title: Vice President/District Director	Date: April 20, 2006
Printed name: John L. German, P.E.	Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J	

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 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 entity¹ that is a party to the discretionary contract:



Bain Medina Bain, Inc.

(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;

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

(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;

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. 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):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Pamela Bain Pamela Bain	Richard Perez Delicia Herrera	\$500.00 \$250.00	August 2005 November 2005

(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 question² 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

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: Company or D/B/A: Bain Medina Bain, Inc.	Date: February 27, 2006
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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.

ATTACHMENT C.
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 entity¹ that is a party to the discretionary contract:

Arias & Associates, Inc.

(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, 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 *subCONSULTANT* on the discretionary contract.

No subCONSULTANT(s); or

List subCONSULTANTS:

(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:

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. 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):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Robert & Nancy Arias	Friends of Nelson W. Wolfe	\$500.00	March 22, 2005
	Paul Elizondo Campaign	\$500.00	March 22, 2005
	Castro for Mayor Campaign	\$1,000.00	April 29, 2005

(6) Disclosures in Submittals

Any individual or business entity seeking a discretionary contract with the CITY must disclose any known facts which, reasonably understood, raise a question² 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: 	Title: Chief Financial Officer	Date: April 18, 2006
Printed name: Ron R. Salinas	Corporate Name or DBA for Proprietorship / Partnership <i>ARIAS ASSOCIATES INC</i>	

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.

ATTACHMENT C.
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 entity¹ that is a party to the discretionary contract:

Linda Ximenes

(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, parent or subsidiary of each party to the contract and identify the corresponding party:

Ximenes & Associates, Inc.

(3) Identify any individual or business entity that would be a *subCONSULTANT* on the discretionary contract.

No subCONSULTANT(s); or

List subCONSULTANTS: Ximenes & Associates, 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 lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

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. 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).

No contributions made; if contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

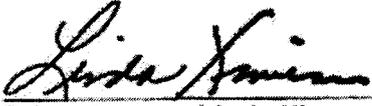
(6) Disclosures in Submittals

Any individual or business entity seeking a discretionary contract with the CITY must disclose any known facts which, reasonably understood, raise a question² 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:  Printed name: Linda Ximenes	Title: President Ximenes & Associates, Inc.	Date: March 27, 2006
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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 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 entity¹ that is a party to the discretionary contract:

Adams Environmental, Inc.

(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

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

SWCA, 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 lobbyist or public relations firm employed

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. 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):

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 question² 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

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: President Company or D/B/A: Adams Environmental, Inc.	Date: April 19, 2006
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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.

**ATTACHMENT C.
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 entity¹ that is a party to the discretionary contract:

SWCA, Inc.

(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, 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 *subCONSULTANT* on the discretionary contract.

No subCONSULTANT(s); or

List subCONSULTANTS:

(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:

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. 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):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Submittals

Any individual or business entity seeking a discretionary contract with the CITY must disclose any known facts which, reasonably understood, raise a question² 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:  Printed name: CHRISTINE A WESTERMAN	Title: PROGRAM DIRECTOR- NATURAL RESOURCES Corporate Name or DBA for Proprietorship / Partnership SWCA, Inc.	Date: 4/18/06
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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.

(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):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Submittals

Any individual or business entity seeking a discretionary contract with the CITY must disclose any known facts which, reasonably understood, raise a question² 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: 	Title: Senior Vice President	Date: April 20, 2005
Printed name: Daniel O. Rios, PE	Corporate Name or DBA for Proprietorship / Partnership: S&B Infrastructure, Ltd.	

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.