

Discretionary Contracts Disclosure Form

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

*1. Name of person submitting this disclosure form.

First: Stephen M.I. G Last: Berckenhoff Suffix: _____

*2. Contract information.

a) Contract or project name: On-Call Civil Engineering Services for Federally Funded Projects (RFQ1132017MT)

b) Originating department: _____

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

AECOM Technical Services, Inc

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

See attachment below for a list of AECOM Technical Services, Inc.'s Direct Subsidiaries, Affiliates, Officers, and Directors.

*5. List any individuals or entities that will be subcontractors on this contract.

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors, including the name of the owner(s), and business name:

RH Shackelford, Jerry J Shoemaker and Kent Power
Arias & Associates, Inc, Robert P Arias
MW Cude Engineers, LLC, Joshua Cude
Traffic Operations Support Group, Frank Fonseca

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

* = Required fields



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*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under [Section 2-309 of the Municipal Campaign Finance Code](#), the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under [Sections 2-43 or 2-44](#) of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

* = Required fields



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*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52](#) of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58](#) of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

*1. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61](#) of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields



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***3. Contribution Prohibitions for "High-Profile" Contracts**

- This is not a high-profile contract.
- This is a high-profile contract.

***4. Conflict of Interest Questionnaire (CIQ)**

[Chapter 176 of the Local Government Code](#) requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Stephen G Berckenhoff, PE Title: Vice President, Water Business Unit, Texas

Company Name or DBA: AECOM Technical Services, Inc Date: 04/19/2017

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

AFFILIATED AND/OR SUBSIDIARY COMPANIES

AECOM Information:

AECOM Technical Services, Inc. (ATS) is a wholly owned subsidiary of The Earth Technology Corporation (USA), itself a subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE). The following is a list, compiled after reasonable research and inquiry, of ATS U.S. subsidiaries and affiliates. The principal address for ATS is One California Plaza, 300 South Grand Ave., Los Angeles, CA 90071. All other companies can receive mail there as well.

ATS US Subsidiaries (100% owned)

AECOM C&E, Inc. (formerly AECOM, Inc.)
AECOM Infrastructure, Inc.
AECOM Services, Inc.
AECOM USA, Inc.
*CASS Water Engineering, Inc.
*Davis Langdon, Inc.
*DEGW North America Limited, LLC
*Economics Research Associates
*EDAW, Inc.
*Earth Tech Environment & Infrastructure, Inc.
*Earth Tech WE Holding, Inc.
Leeding Builders Group, LLC
The Hunt Corporation
Tishman Construction Corporation

ATS primary US Affiliates

AECOM Abu Dhabi, Inc.
AECOM Capital, Inc.
AECOM CM Holding Corporation
AECOM Consult, Inc.
AECOM Enterprises, Inc.
AECOM Global, Inc.
AECOM Global II, LLC
AECOM Government Services, Inc.
AECOM Gulf Corporation
AECOM International Development, Inc.
AECOM Management Services Corporation
ATC Services, Inc.
Austin-AECOM Corporation
*Holmes & Narver, Inc.
MT Holdings Corp
*STRAAM Corporation

Additional US Affiliates (Design + Consulting Services)

AECOM Libya Housing and Infrastructure, Inc.
AECOM Pacific, Inc.
AECOM USA of Massachusetts, Inc.
AECOM USA of Michigan, Inc.

AECOM Architects, PC
 AECOM Architects & Engineers (NJ), Inc.
 AECOM Design, a Professional Corporation
 AECOM Design Services, Inc.
 AECOM Louisiana, A Professional Corporation
 AECOM Services of DC, a Professional Corporation
 AECOM Services of Illinois, Inc.
 AECOM Services of Michigan, Inc.
 AECOM Services of NC, Inc.
 AECOM Services of Ohio, Inc.
 AECOM Services of PA, Inc.
 AECOM Technical Services Architects & Engineers, Inc.
 AECOM Technical Services of Michigan, Inc.
 AECOM Technical Services of North Carolina, Inc.
 AECOM North Carolina, Inc.
 ATC Architecture, Inc.
 ATC Engineering, Inc.
 EDAW Landscape Architecture, PC
 Aman Environmental Construction, Inc.
 *Banshee Construction Company, Inc.
 B.P. Barber & Associates, Inc.
 *Clay Street Properties
 Cleveland Wrecking Company
 Dames & Moore Group (NY), Inc.
 *D&M Consulting Engineers, Inc.
 *E.C. Driver & Associates, Inc.
 ForeRunner Corporation
 J.W. Williams, Inc.
 LopezGarcia Group, Inc.
 *Radian Engineering, Inc.
 URS Alaska, LLC
 URS Architects/Engineers, Inc.
 URS Architecture - Oregon Inc.
 URS Architecture & Engineering - New York, PC
 URS Caribe, LLP
 URS Corporation
 URS Corporation AES
 URS Corporation Architecture PC
 URS Corporation Design
 URS Corporation Great Lakes
 URS Corporation Services
 URS Corporation Southeast
 URS Corporation Southern
 URS Corporation-Maryland
 URS Corporation-New York
 URS Corporation-North Carolina
 URS Corporation-Ohio
 *URS Construction Services, Inc.
 *URS District Services, P.C.

URS Florida Advisory Services, Inc.
URS Global Holdings, Inc.
URS Greiner Woodward-Clyde Consultants, Inc.
URS Group, Inc.
URS International, Inc.
URS Operating Services, Inc.
URS Resources, LLC
URS-Stevenson Architecture, PC

Additional US Affiliates (Construction Services Group)

Tishman Construction Corporation of Florida
Tishman Construction Corporation of California
Tishman Construction Corporation of Maryland
Tishman Construction Corporation of Michigan
Tishman Construction Corporation of Massachusetts
Tishman Construction Corporation of Nevada
Tishman Construction Corporation of Missouri
Tishman Construction Corporation of New York
Tishman Construction Corporation of Pennsylvania
Tishman Construction Corporation of Tennessee
Tishman Construction Corporation of D.C.
Tishman Technologies Corporation
Tishman Construction Corporation of Illinois
Tishman Construction Corporation of New Jersey
Tishman Construction Corporation of New England
Tishman Construction Corporation of Virginia
Tishman Construction Corporation of Puerto Rico
Tishman Construction Canada, Inc.
Tishman Interiors Corporation
Trimco Insurance Company
Advatech, LLC
Badger Middle East, Inc.
Energy Overseas International, Inc.
Flint Energy Services, Inc.
Flint USA, Inc.
Northern Architects, Inc.
*Ralph Tyler Services, Ltd
Raytheon-Ebasco Overseas, Ltd
Rust Constructors Inc.
Rust Constructors Puerto Rico, Inc.
SGT PLLC
Sub-One Technology, Inc.
The Leasing Corporation
The Steam Generating Team LLC
United Mid-East, Inc.
URS Architects, LLC
URS Asia, Inc.
URS Constructors, LLC
URS E&C Holdings, Inc.

URS Energy & Construction, Inc.
URS Flint Industrial Services, Inc.
URS Global Services, Inc.
URS International Projects, Inc.
URS Michigan, LLC
URS Nuclear, LLC
URS Overseas Operations, LLC
Washington California, Inc.
Washington Construction Corporation
Washington Group Latin America, Inc.
Washington Infrastructure Corporation
Washington Ohio Services, LLC
Washington Quality Inspection Company
Washington-Catalytic, Inc.
WD Global, Inc.
WGI Global, Inc.
*WGI Industrial Services, Ltd
WGI Middle East, Inc.

Additional US Affiliates (Management Services Group)

AECOM Special Mission Services, Inc.
Pacific Contingency Services, LLC
AC First, LLC
Civilian Police International LLC
AECOM GSS, LTD
AGS Sudan, Ltd
CSA, Ltd
Atlantic Contingency Constructors, LLC
AECOM National Security Programs, Inc.
McNeil Security, Inc.
Global Linguist Solutions, LLC
Qbase-McNeil Integrated Solutions
Gulf Coast Petroleum Reserve Operations, LLC
AECOM International Development, Inc. (AID)
EG&G Defense Materials, Inc.
Global Energy Services LLC
Lear Siegler Logistics International, Inc.
Nuclear Production Partners, LLC
URS Federal Project Services, LLC
URS Federal Services, Inc.
URS Federal Services International, Inc.
URS FS Commercial Operations, Inc.
URS Professional Solutions, LLC
Washington Demilitarization Company, LLC
Washington Government Environmental Services Company, LLC
West Valley Nuclear Services Company, LLC
WSMS-MK, LLC

Litigation Disclosure Form

FORM 4 LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

AECOM Technical Services, Inc. ("ATS") performs thousands of contracts each year. From time to time, occasions arise when ATS does not complete the performance of an awarded contract. These situations include (i) where a client terminates the contract for its convenience; e.g. where the client is unable to secure continued funding for the underlying project and, as a result, terminates the associated contract, (ii) where ATS ceases performance under the contract in accordance with the applicable terms of the contract in response to the client's nonpayment or other breach, and the contract is ultimately terminated; and (iii) where one of the contracting parties terminated the contract for default.

Upon knowledge and belief, formed after reasonable inquiry, within the past three (3) years, ATS (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded ATS that right and (ii) ATS has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience, except in the following instance:

1. In August 2016, ATS received a letter from the Redevelopment Authority for the City of Milwaukee asserting that the Authority considered its contract with ATS terminated for cause. ATS believes the termination is unjustified and ignores relevant Project history. ATS is contesting the termination, and will actively work with the client to address the client's underlying concerns.

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

AECOM does not have any current litigation with the City of San Antonio or Bexar County.

However, AECOM Technical Services, Inc. ("AECOM") is a large design, engineering, planning and related professional services company that executes thousands of projects annually. As with any large services company, from time to time, AECOM is involved in claims and litigation, many of which involve third party personal injury and property damage claims. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution.

Upon knowledge and belief, formed after reasonable inquiry, AECOM Technical Services, Inc. has been involved in the disclosed litigation over the past five (5) years related to the performance of professional engineering, design, and construction services in the U.S. None of our current claims could reasonably be expected to have a material adverse effect on AECOM or its ability to perform under the contract contemplated by the proposal. If you require additional information, please contact Scott Hillman, West/Gulf Coast Region Chief Counsel, DCS Americas, at 512-419-6373.

| Claimant Name & Case Number | Date Filed & Venue | Status | Claim Description |
|---|---|---------|--|
| Green Bay Metropolitan Sewerage District v. PTS Contractors, et al. (including AECOM Technical Services, Inc.) Case No. 16CV449 | Filed March 29, 2016 Circuit Court of Brown County, WI | Pending | Fox River Fiber and Green Bay Metropolitan Sewerage District filed separate suits asserting breach of contract and negligence claims against AECOM Technical Services, Inc. ATS provided design and construction inspection services. The claims arise from a force main failure (leak) allegedly caused by corroded bolts. |
| Fox River Fiber v. AECOM, et al. / Green Bay Metropolitan Sewerage District v. M.P. Nexlevel, LLC, AECOM Technical Services, Inc., et al. Case No. 15CV1742 Green Bay Metropolitan Sewerage District v. M.P. Nexlevel, LLC, AECOM Technical Services, Inc., et al. Case No. 16CV2 | Filed Dec. 28, 2015 Circuit Court of Brown County, WI Filed Jan. 4, 2016 Circuit Court of Brown County, WI | Pending | Green Bay Metropolitan Sewerage District filed suit against AECOM Technical Services, Inc. asserting breach of contract. ATS provided design and construction inspection services. The claim arises from the discovery of corroded force main bolts, which GBMSD claims could create the risk of leakage of wastewater. |
| The Association of Apartment Owners of the Hawaii Kai Peninsula and Board of Directors of the Association of Apartment Owners of the Hawaii Kai Peninsula, etc., v. Peninsula Hawaii Kai, LLC et al., including AECOM Technology Corporation Case No. 101175108JHC | Filed Dec. 28, 2015 Circuit Court of the First Circuit, State of Hawaii | Pending | Complaint against multiple parties alleging negligence and breach of implied warranty in connection with the construction of a condominium project known as the Hawaii Kai Peninsula. |
| The Connecticut Light & Power Company dba Ever-source Energy v. Joken Development Corporation, et al., including AECOM Technical Services, Inc. Case No. UWY-CV-15-6027719-S | Filed July 1, 2015 Superior Court of Connecticut Judicial District at Waterbury | Pending | Claim for damages to electrical facilities related to the contractor's (Joken) excavation services. AECOM is tendering its defense to the contractor. |
| Penta Corporation v. Town of Newport v. AECOM Technical Services Inc. v. Westech Case No. 212-2015-CV-00011 | Filed March 31, 2015 New Hampshire Superior Court | Pending | Penta Corporation commenced an action against the Town of Newport for breach of contract alleging an unpaid balance of the contract price and monies due to an alleged differing site conditions claim. Newport asserted a counterclaim against Penta for failure to comply with the specifications and failure to achieve final completion. The Town of Newport brought a third party claim against ATS alleging negligence and breach of contract. |

| | | | |
|--|--|---|---|
| Trumbull Corporation v. CSX Transportation and AECOM Technical Services, Inc. Case No. GD 14-012294 | Filed Dec.19, 2014 Court of Common Pleas of Allegheny County, PA | AECOM Dismissed without Prejudice Nov. 2016 | Claim for property damage allegedly due to AECOM's failure to monitor or otherwise control the vertical clearance around the bridge project. |
| City of Rochester, NH v. Marcel A. Payeur, et al, incl. AECOM Technical Services, Inc. Case No. 219-2012-CV-00550 | Filed April 14, 2014 Strafford Superior Court, NH | Pending | Complaint filed by the City of Rochester alleging inadequate supervision of construction of a Water Storage Tank. Construction took place in 1985. |
| Valley Truck Service, Inc. v. Textron, Inc., et al., incl. AECOM Technical Services, Inc. Case No. 1:14-cv-00034-MOC-DLH | Filed Feb. 14, 2014 United States District Court Western District of North Carolina, Asheville Division | Settled May 2016 | Complaint against multiple parties alleging nuisance, negligence and injunctive relief, among others, related to soil and groundwater contamination. |
| The Charter County of Wayne, etc. and the Charter County of Wayne Building Authority v. AECOM Services of Michigan, Inc. et al., including AECOM Technical Services, Inc. Case No. 13-014183-CK | Filed Oct. 31, 2013 Wayne County Circuit Court, Michigan | Settled Aug. 2016 | Complaint against multiple parties alleging cost overruns, construction defects, and errors and omissions. |
| Time Warner Cable v. AECOM Management Services Corp, AECOM Technology Corporation, Herzog Contracting Corporation, et al. Case No. 30-2013-DD-00676796-CU-PO-CJC | Filed Sept. 20, 2013 Orange County Superior Court | Settled May 2014 | Claim for property damage to a fiber optic cable and utility vault during the installation of a sidewalk. |
| Waterstone Environmental Hydrology Engineering, Inc. v. Earth Tech, Inc., et al. Case No. 2013CV033347 | Filed July 29, 2013 District Court, City and County of Denver, Colorado | Settled Feb. 2015 | Complaint filed for Breach of Contract based on alleged promises made by Earth Tech to use Waterstone's services as a sub-consultant. No formal agreement was ever entered into. |
| Rothman Engineering, Inc. v. AECOM Technical Services, Inc., et al. Case No. NC58899 | Filed June 10, 2013 Superior Court of California, County of Los Angeles-South District | Settled March 2014 | Complaint filed by a subcontractor alleging breach of contract related to professional services rendered in connection with the POLB Middle Harbor Terminal Redevelopment, Operations and Maintenance Building Project. |
| City of Sarasota v. AECOM Technical Services, Inc., et al. Case Number 2013-CA-001728 NC | Filed Feb. 25, 2013 Circuit Court of the Twelfth Judicial Circuit for Sarasota County, FL | Pending | Complaint for damages in connection with the design and construction of sewage lift station and sewer line. |
| Taos County, New Mexico v. DMJM H&N, Inc. et al., including AECOM Technical Services, Inc. Case Number 2012-493 | Filed Dec.11, 2012 Eighth Judicial District Court, Taos, NM | Pending | Complaint against multiple parties alleging breach of contract and damages associated with alleged deficiencies in the design and construction of a public building. |

| | | | |
|--|---|--|---|
| Metropolitan Domestic Water Improvement District v Pima County and AECOM Technology Corporation Case No. C20127018 | Filed Nov. 9, 2012 Superior Court of Arizona | Settled March 2014 | Complaint filed by Metropolitan Domestic Water Improvement District against County of Pima and AECOM alleging breach of contract, negligence and breach of implied warranty in connection with a roadway improvement project. |
| United States of America for the use and benefit of CPM Development Corporation dba ICON Materials v. AECOM Technical Services, Inc. and Federal Insurance Company Case No. CV-12-590-LRS | Filed Nov. 5, 2012 United States District Court, Eastern District of Washington | Dismissed with no contribution from AECOM Jan. 2014 | Subcontractor alleged certain changes, extra work and/or delays on the Project giving rise to additional costs or time under the Subcontract; ATS position is that all such issues are the responsibility of Owner. |
| TYCO Healthcare Group, LP dba Covidien v. AECOM Technical Services, Inc. Case Number 1:12-cv-11420-PBS | Filed August 1, 2012 United States District Court – District of Massachusetts | Settled Dec. 2015 | Complaint alleging breach of contract and negligence related to a site decommissioning project. Suit was filed following ATS's suit for non-payment. |

**The above table was comprised from identifiable and retrievable corporate records for AECOM Technical Services, Inc. and excludes (i) claims involving personal injury and property damage claims not otherwise connected with the claims identified, (ii) employment-related matters, and (iii) subsidiaries and affiliates of AECOM Technical Services, Inc. Updated: January 30, 2017*

* = Required fields



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For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: Angel M.I. F Last: Gonzalez Suffix: _____

***2. Contract information.**

a) Contract or project name: On-Call Civil Engineering Services for Federally Funded Projects (RFQ-TCI1132017MT)

b) Originating department: Transportation and Capital Improvements

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Gonzalez, Kypuros and White, Inc., Dba/GKW, Inc.

***4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors, including the name of the owner(s), and business name:

| | |
|---|---|
| Civil Design Services, Inc., dba/CDS Muery- Kenneth Rothe | Terracon Consultants, Inc.- Chuck Gregory |
| Camacho -Hernandez & Associates, LLC- John Hernandez | Traffic Operations Support Group- Frank Fonseca |
| IDS Engineering Group- Jess Swaim | MHR Engineering, LLC- Harun Rashid |
| Structural Engineering Associates, Inc.-David Covarrubias | |

***6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

* = Required fields



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**Office of the
City Clerk**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
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- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

| Name of Contributor | To Whom | Date(s) of Contribution(s) | Total Amount of Contribution(s) | Add |
|---------------------|------------------------|----------------------------|---------------------------------|--------|
| William White | Mari Aguirre Rodriguez | 08/06/2015 | \$250.00 | Delete |
| William White | Rebecca Viagran | 08/06/2015 | \$250.00 | Delete |

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

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- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under [Sections 2-43 or 2-44](#) of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

* = Required fields



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***9. Prohibited Interest in Contracts.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No
 Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52](#) of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58](#) of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

***1. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61](#) of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields



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***3. Contribution Prohibitions for "High-Profile" Contracts**

- This is not a high-profile contract.
- This is a high-profile contract.

***4. Conflict of Interest Questionnaire (CIQ)**

[Chapter 176 of the Local Government Code](#) requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Angel Gonzalez, P.E.

Title: President

Company Name or DBA: Gonzalez, Kypuros and White, Inc., Dba/GKW, Inc.

Date: 02/08/2017

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

FORM 4
LITIGATION DISCLOSURE
Gonzalez, Kypuros and White, Inc., Dba/GKW, Inc.

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.