

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA
ITEM NO. **28**

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Andrew Martin, Louis A. Lendman, Milo D. Nitschke, Robert Ojeda, Capital Programs Administration, and file

SUBJECT: Fire Station No. 47

DATE: June 26, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the proposal and authorizes a professional services contract in the amount not to exceed \$170,250.00 for professional architectural and engineering services payable to Beaty & Partners, Inc., a non-MBE firm, \$17,000.00 for miscellaneous contingency expenses and \$750.00 for advertising expenses for an overall amount of \$188,000.00 in connection with the Fire Station No. 47 project, funded with 2002 Certificates of Obligation and located on Stonewall Bend in Council District 8.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This ordinance authorizes a professional services contract with Beaty & Partners, Inc., for basic and additional professional services for the Fire Station No. 47 project. The selection of this consultant was accomplished through the Request for Qualifications process with six (6) firms responding. The Architects and Engineering Selection Committee selected Beaty & Partners, Inc., which rated highest of the responding firms. The project will be designed as a 2-bay facility with design of an additional bay as an alternate. The project is currently planned to be completed September 2005.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Capital Improvements Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY03-08 Capital Improvement Program Budget. This item represents a portion of a total estimated City project cost of \$2,800,000.00. Funds in the amount of \$188,000.00 are available from 2002 Certificates of Obligation funds and authorized payable as follows:

\$ 170,250.00	payable to Beaty & Partners, Inc. for professional services
\$ 17,000.00	payable for contingency expenses
\$ 750.00	payable for advertising expenses

COORDINATION

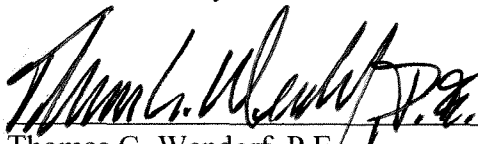
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department and the Fire Department.

SUPPLEMENTARY COMMENTS

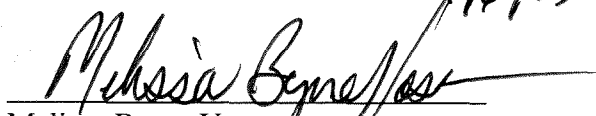
The Discretionary Contracts Disclosure statement required by the Ethics Ordinance is attached.

ATTACHMENT


1. Project Location Map
2. Architect / Engineer Selection Rating Summary
3. Beaty & Partners, Inc. Letter, dated June 2, 2003
4. Discretionary Contracts Disclosure


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


Robert Ojeda
Fire Chief


Melissa Byrne Vossmer
Assistant City Manager

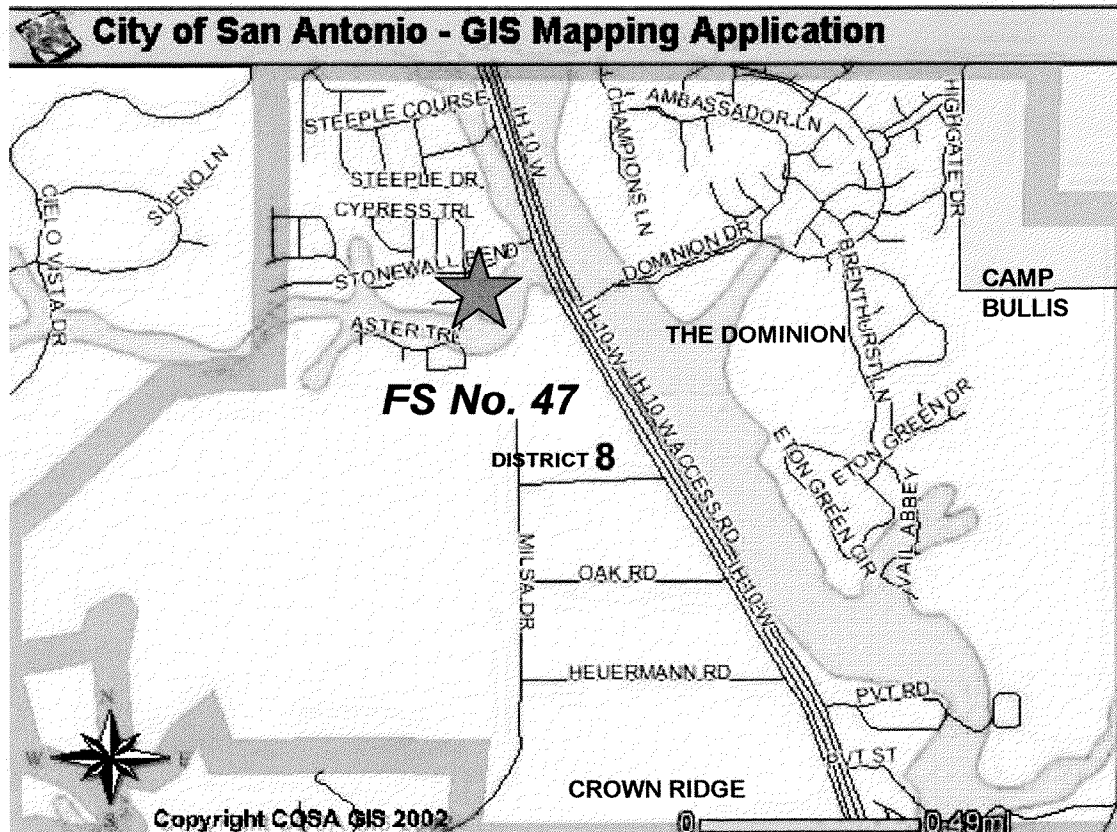
Approved:


Terry M. Brechtel
City Manager

Attachment 1
Project Location Map

Fire Station No. 49 – Professional Services

Project Location Map



Attachment 2
Selection Rating Summary

Fire Station No. 47 – Professional Services

Selection Rating Summary

Request for Qualification issued:	December 3, 2002
Interest Statements received:	January 7, 2003
AE Selection Committee meeting:	February 13, 2003
Proposal completed / received:	April 18, 2003

ARCHITECT/ENGINEER STATEMENT OF INTEREST REVIEW								
CITY OF SAN ANTONIO								
Maximum						80	20	100
No.	Architect/Engineer Candidates	Public Works	Public Works	Fire	Fire	AVERAGE	SBEDA	Total Rating
1	Beatty & Partners, Architects, Inc.	59	66	79	78	70.5	14	84.1
2	Durand-Hollis Rupe Architects, Inc.	50	57	69	73	62.25	17	79.25
3	LMD Architects, PLLC	25	46	60	60	47.75	17	64.75
4	O'Neill Conrad Oppelt, Architects, Inc.	70	62	78	76	71.5	12	83.5
5	Thorn + Graves PLLC	40	48	63	62	53.25	12	65.25
6	WestEast Design Group, LLC	30	53	62	62	51.75	17	68.75
7								
8								

Notes: * Special Considerations - special expertise regarding codes, ADA, rules, regulations, regulatory agency criteria, etc. of: TNRCC (Texas Natural Resource Conservation Commission), HDRC (Historic and Design Review Commission) and TxDOT as they relate to this project.
 ** Percentages for Locally Headquartered Businesses, DBE firms and Small Business Economic Development Advocacy policy compliance will be provided by Economic Development Department.

Reviewer:

RECEIVED
JUN 03 2003
CITY ARCHITECT'S
OFFICE

06.02.03

Chester Slimp, Architect
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Re: Fire Station 47

CHESTER, we offer this revised proposal for Architectural Services. This proposal supersedes our previous proposals of 04.08.03 and 04.18.03.

We outline below our understanding of the project scope, proposed services, compensation, and other matters:

PROJECT SCOPE

- A new approximately 9000-11,000 square foot, one story fire station, including building envelope, interior finish-out, and site development;
- On an approximately 7 acre site located at the entrance to the Stonewall development, I-10, San Antonio, Texas;
- The project is to be designed as a 2 fire apparatus bay/ 1 EMS bay station, with an alternate design for a 3 fire apparatus bay and enlarged dormitory design;
- An approximately \$1.5 million construction budget for the 9000 square foot option.

SERVICES TO BE PROVIDED BY THE ARCHITECT

Basic Architectural and Engineering Services and Additional Services as further described on the attached Exhibits A and B to this proposal.

COMPENSATION

For the Services indicated in the Services Schedule:

A stipulated fixed fee of one hundred seventy thousand two hundred fifty dollars (\$170,250.) as detailed on the attached Fee Summary, Exhibit B to this proposal.

The Architect's compensation allocated to Contract Administration services shall be due as equal monthly payments during the construction phase established in the contract for construction.

For Changes in Service, if any:

On an hourly rate basis at the Architect's and the Architect's Consultants' standard hourly rates in effect at the time the services are performed.

For Reimbursable Expenses:

Reimbursable expenses for normal plotting and reproduction of documents, standard fees for ADA reviews, auto travel mileage, delivery charges, long distance communication, are included in the Architect's compensation above. Extraordinary expenses, if any, will be billed at 1.15 times the Architect's cost.

Beaty & Partners Architects, Inc.
110 Broadway
Suite 600
San Antonio, Texas 78205
voice 210.212.8022
fax 210.212.8018
www.beatypartners.com

Invoices:

Invoices for the work performed will be submitted each month.

This proposal is subject to change or withdrawal if an Owner-Architect Agreement has not been accepted and executed within one hundred twenty (120) days.

If this proposal is acceptable, please allow its provisions to serve as the basis for an Owner-Architect Agreement project. Because of the pre-design and other special consulting services associated with the project, we request that this proposal and our Exhibits A and B be made an exhibit to our contract.

A handwritten signature in dark ink, appearing to read "Michael Beaty". The signature is fluid and cursive, with a horizontal line extending from the end.

Michael Beaty AIA
president

MB:smj

xc: contract file

Attachments: Exhibit "A", Additional Services
Exhibit "B", Fee Summary

Fire Station 47**EXHIBIT A to Architect's Proposal/ ADDITIONAL SERVICES**

In addition to the services described in the Contract, the Architect's services include the following:

SITE SURVEY:

The Architect shall engage a consultant to furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The Survey information is a part of the Owner's responsibilities for the project, and the Architect's providing Survey services does not relieve the Owner from responsibility for the accuracy of the information.

GEOTECHNICAL TESTING AND EVALUATION

The Architect shall engage a consultant to furnish services which may include test borings and determinations of soil bearing values, with reports and recommendations for structural and flatwork paving design for the project. The Geotechnical information and recommendations are a part of the Owner's responsibilities for the project, and the Architect's providing the testing and evaluation services does not relieve the Owner from responsibility for the accuracy of the information.

PROGRAMMING COORDINATION

The Architect shall review the Owner's program, meet with the Owner to establish the detailed requirements of the project, and prepare conceptual planning diagrams to facilitate the Owner's final program development.

DRAINAGE STUDY

The Architect shall engage a Consultant to provide a drainage study per the requirements of the City of San Antonio, Texas. The Consultant shall be solely responsible for the accuracy and timeliness of Consultant services provided.

LANDSCAPE ARCHITECTURE

The Architect shall provide design, construction documents, and contract administration for the normal exterior plantings of the Project.

LANDSCAPE IRRIGATION SYSTEM ENGINEERING

The Architect shall engage a Consultant to provide design, construction documents, and contract administration for the normal landscape irrigation system of the Project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

CIVIL ENGINEERING

The Architect shall engage a Consultant to provide design, construction documents, and contract administration services for normal site grading and utility services elements of the project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided. Engineering services included in the Architect's scope of services exclude retaining walls or special drainage structures.

SUBDIVISION REPLAT

The Architect shall engage a Consultant to provide subdivision replat studies for the site. The Consultant shall be solely responsible for the accuracy and timeliness of Consultant services provided.

ERZD CONTRIBUTING ZONE PLAN

The Architect shall engage a Consultant to provide required documentation for Edwards Recharge Contributing Zone Plan. This plan shall include a Storm Water Pollution Prevention Plan. The Consultant shall be solely responsible for the accuracy and timeliness of Consultant services provided.

FIRE FLOW TESTING

The Architect shall engage a Consultant to provide required fire flow testing at the Project site. The Consultant shall be solely responsible for the accuracy and timeliness of Consultant services provided.

POST CONSTRUCTION ADA INSPECTION COORDINATION

The Architect shall coordinate with and attend the post construction field inspection for accessibility. The Architect shall coordinate with the inspector to resolve accessibility compliance issues, if any.

Fire Station #47

03.21.03/ updated 04.04.03/ updated 04.07.03/ revised 04.18.03/ revised 05.30.03

9200 s.f. 3 bay (2 fire apparatus, 1 EMS) + alternate for 11,000 4 bay (3 fire apparatus, 1 EMS)

	pre-design	schematic design	design development	contract documents	contract administration	post construction	total basic services	total add'l services
	\$2,068							\$2,068
architect		\$10,740	\$13,134				\$23,874	
	develop alternate	\$2,206	\$2,206					\$4,412
				\$35,876			\$35,876	
	develop alternate			\$4,500				\$4,500
					\$18,000	\$3,000	\$18,000 \$1,500	\$1,500
structural engineer			\$2,070	\$4,140	\$2,070		\$8,000	
	develop alternate		\$460	\$460				\$1,200
MEP engineer			\$3,500	\$7,000	\$3,500		\$14,000	
	develop alternate		\$1,500	\$1,500				\$3,000
sub-total							\$101,250	\$16,680
civil			\$4,000	\$6,000	\$3,000			\$13,000
landscape architecture		\$1,327	\$1,328	\$3,035	\$1,710			\$7,400
irrigation engineering				\$1,200	\$720			\$1,920
fire flow testing			\$2,100					\$2,100
survey	\$9,400							\$9,400
subdivision replat	\$6,000							\$6,000
ERZD/swpap			\$6,100					\$6,100
drainage study			\$3,800					\$3,800
geo-technical testing	\$2,600							\$2,600
total	\$20,068	\$14,273	\$40,198	\$63,711	\$29,000	\$3,000	\$101,250	\$69,000
grand total							\$170,250	

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:
Beaty & Partners Architects, Inc. and
the name of:

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

N/A

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

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.


Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

Disclosures in Proposals

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

Signature: 	Title: Principal Company: Beaty & Partners Architects	Date: 06.02.03

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.