

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

CONSENT AGENDA

ITEM NO. 15

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, and file

SUBJECT: Huron - Fitch to Southcross

DATE: November 13, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance amends a professional service agreement and authorizes additional funds in the amount of \$7,860.00 payable to Slay Engineering Co., Inc., a SBE firm for professional services, and authorizes additional design contingency in the amount of \$1,000.00 for a total amount of \$8,860.00 for engineering services associated with the Huron - Fitch to Southcross Project, an authorized Community Development Block Grant (CDBG) project located in City Council District 4.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The consultant is currently contracted for services through the final design phase. This ordinance authorizes an amendment to the professional services agreement and provides additional compensation to Slay Engineering Co., Inc. for engineering services associated with the bid and construction phases of the Huron - Fitch to Southcross Project.

This project includes the reconstruction of Huron Street from Fitch to Southcross and provides for a typical street section with sidewalks, curbs and driveway approaches. Advertisement for construction bids is anticipated in December 2003 and the project construction is anticipated to begin in April of 2004 and be completed by September of 2004.

This professional service contract was originally approved by City Ordinance No. 95863 on June 6, 2002 and initially authorized \$50,900.00 for services related to this project. This Council action will increase the total authorized for this professional service contract to \$58,760.00.

POLICY ANALYSIS

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

FISCAL IMPACT

This is a one-time capital improvement expenditure and is included in the FY04-09 Capital Improvement Budget. The amount of \$8,860.00 is available from CDBG funds and is authorized payable as follows:

\$ 7,860.00	Payable to Slay Engineering Co., Inc. for engineering services
\$ 1,000.00	Payable for design contingency

COORDINATION

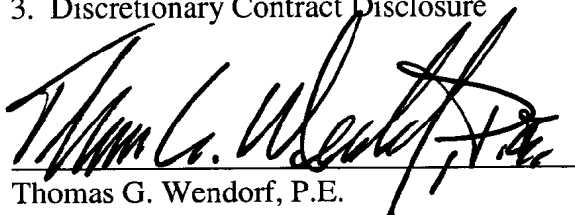
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

SUPPLEMENTARY COMMENTS

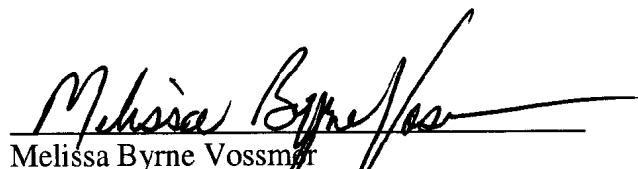
The Discretionary Contract Disclosure Form required by the Ethics Ordinance is attached.

ATTACHMENTS


1. Proposal
2. Project Map
3. Discretionary Contract Disclosure


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

10/31/03


Melissa Byrne Vossmer
Assistant City Manager

Approved:

f 
Terry M. Brechtel
City Manager



Civil Engineering
Surveying
Consulting Engineering

Michael M. Slay, P.E., R.P.L.S.
Roger C. Lawhead, P.E.

Slay Engineering Company, Inc.

EST. 1982

October 29, 2003

Mr. Sam Hutchins, P.E.
Project Manager
City of San Antonio
114 W. Commerce
San Antonio, TX 78205

Reference: HURON – Fitch to Southcross

Subject: Proposal for Surveying and Engineering Services

Dear Mr. Hutchins:

Thank you for allowing this submittal on the above referenced work. Engineering fees for compensation shall be based on the reimbursable basis described in the "Manual of Practice for Engaging the Services of a Consulting Engineer" published in 1982 by the Texas Society of Professional Engineers and the Consulting Engineers Council of Texas.

Our scope of engineering services is listed below. Billing will be based on an accrued cost for each month with monthly invoices submitted by the first of each month and payment due by the tenth of the following month.

SCOPE OF WORK

BID PHASE: The Engineer shall provide services for the bid phase as outlined in the standard Engineering Services Contract.

1. **BASE CONTRACT AMOUNT:** The summation of costs for all the items listed above is **\$7,860.00**, and shall be known as the Base Contract Amount. The Base Contract Amount includes all labor and materials, mileage and incidentals required to perform each work item.

Bid Phase	\$ 1,965.00
Construcion Phase	<u>5,895.00</u>
Total Engineering Fee:	<u>\$ 7,860.00</u>

CONSTRUCTION PHASE: The Engineer shall provide services for the Construction Phase as outlined in the Standard Engineering Services Contract.

Should you find this proposal acceptable, please acknowledge by signing the space provided and returning the original. This proposal is good for thirty days from this date of October 29, 2003.

Proposal accepted by:

City of San Antonio

Proposal submitted by:

Slay Engineering Co., Inc.

By: _____
(Please type in name and title of officer
authorized to sign for the company)

By: Michael M. Slay, PRES.
Michael M. Slay, P.E., President

Signature

Date: _____

Date: 10/29/03

Thank you,



Roger C. Lawhead, P.E.

HURON - FITCH TO SOUTHCROSS

FITCH

MILVID

HURON

BERLIN

SOUTHCROSS

12

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:

Not applicable

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Slay Engineering Co., Inc.

and the name of:

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

Not applicable

and the name of:

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

Michael M. Slay

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.

- (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.

None


Political Contributions

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

To Whom Made:	Amount:	Date of Contribution:
Not applicable	Not applicable	Not applicable

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: Michael M. Slay, P.E.	Title: President Company: Slay Engineering Co., Inc.	Date: 10/29/03

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.