

**CITY OF SAN ANTONIO
AVIATION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

**CONSENT AGENDA
ITEM NO. 9**

TO: Mayor and City Council

FROM: Roland A. Lozano, Interim Aviation Director, Assistant to the City Manager

SUBJECT: Professional Services Agreement Amendment – New Office, Classroom and Administration Building Project at Stinson Municipal Airport

DATE: May 12, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance amends the Professional Services Agreement with Beaty and Partners Architects, Inc., to provide architectural and engineering services in conjunction with the New Office, Classroom and Administration Building at Stinson Municipal Airport, and authorizes a budget adjustment for the services to be performed in an amount not to exceed \$154,646.00. Additionally, this ordinance amends the contingency in the amount of \$15,465.00, for a total appropriation of \$170,111.00.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

The City has in its Five-Year Capital Program, a project to construct a new office, classroom and administration building at Stinson Municipal Airport to support both administrative needs and the growing needs of the tenants for office and conference room facilities. Much of the tenant activity at Stinson centers on flight school instruction that requires classrooms and conference rooms in order to effectively conduct educational based programs. Conference rooms and classrooms will be rented either for exclusive use or on a per use basis.

Ordinance No. 96758, passed and approved on November 21, 2002, awarded a Professional Services Contract in the amount of \$194,229.00 to Beaty and Partners Architects, Inc. to provide architectural and engineering services for the New Office, Classroom and Administration Building Project at Stinson Municipal Airport. The scope of services presented in the original ordinance included the work necessary to provide a stand alone facility, approximately 20,000 square-feet in size, site evaluation and selection, and renovations to the existing Terminal Building that included ADA accessibility issues.

Through the site evaluation process, construction of a terminal addition was determined to be the preferred option instead of a stand alone facility. An addition provides continuity of operations, and with it, access to the airfield, enhances the Terminal building's historic and functional importance at the airport, and addresses the ADA issues with the existing Terminal building which would be cost prohibitive to accomplish otherwise. Six additions to the existing Terminal Building have occurred over the years, with the current concept maximizing the available space on the limited site.

As a result, an amendment to the professional services agreement is necessary to reflect the increased complexities of the project by changing from a stand alone office-type building to a building addition. The payment schedule is modified by applying a 15% multiplier onto the existing fee schedule. The use of this multiplier recognizes the additional complexities and work effort for building additions over and above that for new stand-alone facilities.

This multiplier used for the addition to the Stinson Terminal Building accounts for the following complexities:

- Additional design and detailing required for the appropriate connections to the historically significant terminal building
- Due to the limited site, parking will be located across Mission Road, essentially requiring two sites to be developed
- Relocation and expansion of the food & beverage concession will require specialized accommodations not typical in an office-type building, even at the most basic level
- Construction phasing is more complex and longer in duration due to construction onto an existing, operational facility

Subsequent project modifications were made through the design process, which included coordination with local and state historic organizations. These modifications resulted in increased construction costs due in part to:

- 1) Design components to accommodate historic concerns. Two "wing" additions to the Terminal building will be provided instead of one large addition.
- 2) Renovations to the first floor of the existing terminal building. Integration of the new additions requires new space programming for the entire Terminal facility.
- 3) Increased square footage. The existing Terminal building site can only allow a future expansion of 4,000 square feet, which would be cost prohibitive in the future.
- 4) Escalation of material costs. Cost cutting strategies employed through the design process continue to be overshadowed by the ever-increasing costs of materials.

The Architectural Fee, being a function of construction costs, also increased proportionately to the changed construction costs.

The need for an office, classroom, and administration type facility was identified in the Master Plan for Stinson Municipal Airport, which was approved by City Council on October 2002. After the construction of a runway extension, this facility is the most tenant-requested item.

The Aviation Department has received significant interest in this project, and support for the current design concept in particular, from both existing and potential future tenants. Notices of Intent (NOI) have been received for over 75% of the leasable space. Letters have been received from Palo Alto College – Aviation Division, Enterprise Car Rental, Check-Six Aviation – FBO, FAA, RVA, Patio Café, Texas Air Museum, Civil Air Patrol, Vending Machine Concession, ATM provider, Hertz, and Proflight Aviation Services.

The current design concept was presented to the Council Quality of Life Committee briefing in September 2003. At which time, it was indicated that an amendment to the consultant design contract would be required.

Utilizing the existing monies in their contract, the consultant, Beaty and Partners Architects, Inc. has completed the project through the design development phase with the understanding an amendment to their contract would be presented to City Council for consideration to provide additional funds.

Additional funds are necessary to complete the construction documents, bidding, and construction administration services for the project.

The consultant has submitted a proposal to provide architectural and engineering services for the modified design concept. Members of City staff have reviewed the scope of work and the fees outlined in the proposal and have determined that the fees presented are fair and reasonable.

POLICY ANALYSIS

This action continues the policy of improving facilities at Stinson Municipal Airport.

FISCAL IMPACT

Funding in the amount of \$170,111.00 for this action will be from Stinson Revolving Fund No. 51-016000. Total fees for Beaty and Partners Architects, Inc., including this amendment, will be \$348,875.00.

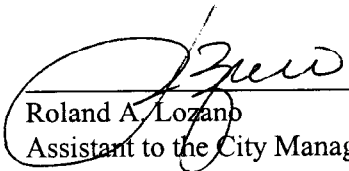
Appropriations for construction, inspection and materials testing services will be brought forward through future ordinances, at such time, the requirement and funding amounts have been determined.

COORDINATION

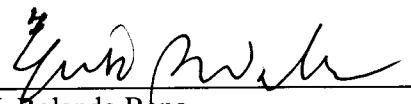
This request for ordinance has been coordinated with the Public Works, Finance and Office of Management & Budget Departments.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure form from Beaty and Partners Architects, Inc. is attached.



Roland A. Lozano
Assistant to the City Manager



J. Rolando Bono
Interim City Manager

Attachments

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** 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;

Bill Reiffert & Associates, Inc.
QuadTech Engineering, Inc.
Fernandez, Frazer, White & Associates, Inc.

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;

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.

- (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

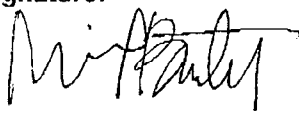
Political Contributions

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: Beaty & Partners Architects, Inc. Please see the following pages for contributions made by these consultants: Bill Reiffert & Associates, Inc. QuadTech Engineering, Inc. Fernandez, Frazer, White & Associates, Inc.		

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.

Michael Beary, ATA		
Signature: 	Title: principal Company: Beaty & Partners Architects, Inc.	Date: 03.09.05

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.

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p.2

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Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

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

N/A

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

N/A

and the name of:

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

William F. Rickrim, P.E.
QuadTech Engineering, Inc.

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:

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.

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.

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N/A

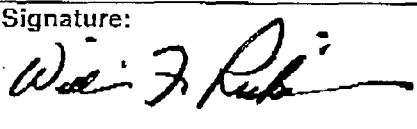
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To Whom Made:	Amount:	Date of Contribution:
N/A	N/A	N/A

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.

N/A		
Signature: 	Title: President Company: QuadTech Engineering, Inc.	Date: March 14, 2005

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.

Mar 11 2005 6:00PM FFW & ASSOC., INC.

210-366-0376

p. 2

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Attach additional sheets if space provided is not sufficient.

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

N/A

(2) the identity of any business entity¹ that would be a party to the discretionary contract:

FERANDEZ, FRAZER, WHITE & ASSOCIATES, INC.

and the name of:

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

N/A

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;

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.

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Mar 11 2005 6:00PM FFW & ASSOC., INC.

210-366-0376

p. 3

N/A


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To Whom Made:	Amount:	Date of Contribution:
NONE		

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NONE		
Signature: 	Title: President Company: Fernandez, Frazer, White & Associates, Inc.	Date: March 11, 2005

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 3)

City of San Antonio

Discretionary Contracts Disclosure*

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Attach additional sheets if space provided is not sufficient. State Not Applicable for questions that do not apply.

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

None

- (2) the identity of any business entity that would be a party to the discretionary contract and the name of:

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

None

- (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 part to the discretionary contract;

None

- (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

None

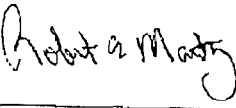
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To Whom Made:	Amount:	Date of Contribution:
N/A		

Disclosure in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question¹ as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

Signature: 	Title: Owner Company: Bill Reiffert & Associates, Inc.	Date: March 16, 2005
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RECEIVED
AVIATION DEPT
PLAN. & ENG

03.03.05

2005 MAR 7 PM 2 46

Susan St. Cyr, Airport Engineer
City of San Antonio, Aviation Dept.
9800 Airport Blvd.
San Antonio, TX 78216-9900

Re: Stinson Municipal Airport Administration Facility
Fee Basis Adjustment, Additional Services Fee Update

SUSAN, we are writing to request formalizing the fee basis adjustment for this project which we have discussed and to update the status of additional fee allowances.

There has been a significant change in the project's scope and complexity since our original fee negotiations. The project was initially assumed be a new, free-standing administration building of approximately 20,000 s.f. along with remodeling of the 2nd floor of the existing administration building.

In contrast, the project scope which has evolved is an incorporation of the new space requirements (*approximately 24,000 s.f. on two levels in the current design scheme 2*) into an addition to the existing historic building. The project scope now also includes an additional remodeling project for the first floor of the existing building (*with accommodations for a new food service facility*). This "hybrid" combination of new construction and remodeling on a restricted site adjoining an historic building adds substantially to the project's design, documentation, and administration difficulty.

While the existing fee structure (*Category I, with a multiple of 1.25 for the 2nd floor renovations*) addresses the additional effort related to renovation in the historic building and may be used for the 1st floor renovation fees, the current fee allocation for the "new construction" portion of the project is inadequate. We note the following specific issues:

- There is significant additional design and detailing time involved in creating the appropriate connections between the two new wings and the existing structure. This work is aesthetically and technically challenging.
- The site placement of the new addition requires special care in the design and execution of the exterior hardscape and landscape systems. Also, because parking will be located on a separate site across Mission Road, there are now two sites to develop.
- The re-development of the food service function requires substantial effort beyond that required for typical office finish-out contemplated in our original scope. While our scope on the new kitchen is limited to basic infrastructure, this will still likely include design of a separate AC system, accommodation for commercial hood with venting and fire suppression implications, additional plumbing, and a new grease interceptor (trap).
- Special consideration will need to be given by the design team as to the construction staging/phasing for the project. As compared to a stand-alone new building, this project will require extra design, coordination, documentation, and contract administration effort to develop phasing/staging criteria and to monitor the contractor's execution of the approved work sequence plans.
- Finally, the phasing necessitated by this type of construction program will extend the total construction elapsed time as compared to a separate new construction project which could be built concurrent with interior renovation of the existing building. This will add the overall time required of the A/E team during construction.

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

Attachment I

In recognition of the extra work required, we propose that the fee allocation for the "new construction" portion of this project be increased to one and fifteen hundredths (1.15) times the standard percentage fee in our existing agreement.

Base on the above and the current design development estimate of construction cost, the adjusted fee structure for basic A/E services would be as follows:

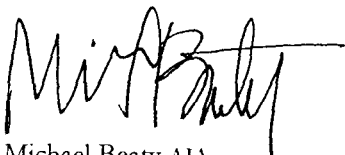
Renovation of 1st Floor (\$178,590 estimated cost) fee at 13.75% (category I, 11% x 1.25)
 Renovation of 2nd Floor (\$178,589, estimated cost) fee at 13.75% (category I, 11% x 1.25)
 New addition (\$3,109,967 estimated cost) fee at 7.65% (category III, 6.65% x 1.15)
 (\$2,933,540 base bid, \$138,711 add alternate 1, and \$37,716 add alternate 2)

We also want to update our estimates of hourly based additional services compensation as follows:

Item	current city allowance amount	earned to date	est. balance to complete	estimated total	estimated balance
HDRC Representation	\$1,500.00	\$843.75	\$645.00	\$1,488.75	\$11.25
Site Survey	\$7,000.00	\$2,875.00	\$3,047.50	\$5,922.50	\$1,077.50
Geo-Technical	\$3,000.00	\$4,621.75	\$0.00	\$4,621.75	(\$1,621.75)
Fire Flow Test	\$800.00	\$0.00	\$800.00	\$800.00	\$0.00
Design Enhancement	\$5,750.00	\$0.00	\$5,750.00	\$5,750.00	\$0.00
SHPO Meeting (1)	\$0.00	\$0.00	\$1,065.00	\$1,065.00	(\$1,065.00)
total	\$18,050.00	\$8,340.50	\$11,307.50	\$19,648.00	(\$1,598.00)

As the chart above illustrates, based on our current knowledge of the scope of additional services required, we estimate a total of approximately \$19,648 in additional services compensation, or about \$1598 more than the current City allowances. Since the ultimate scope and extent of additional services may vary, you may wish to add an additional contingency in your overall allowance.

Please note the above fees exclude the fixed fees earned (and paid through 95% completion to date) for the Programming phase of the project and additional services previously earned and paid for development of design scheme 1 for the project and services for HDRC and SHPO representation regarding that scheme 1.



Michael Beaty AIA
principal

mb:mab
Xc: 0203 contract file