

**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

SUBJECT: Amendment to the Professional Services Agreement for Perimeter Road Reconstruction at San Antonio International Airport

DATE: June 16, 2005

SUMMARY & RECOMMENDATION

This ordinance accepts the proposal and amends the Professional Services Agreement with Claunch & Miller, Inc. (CMI) for the preparation of construction and bidding documents for the second phase of the Perimeter Road Reconstruction at San Antonio International Airport in an amount not to exceed \$90,922.00. Additionally, this ordinance appropriates \$10,000.00 for Contingent Expenses and \$3,000.00 for Administrative Expenses for a total appropriation of \$103,922.00.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

In its Five Year Capital Program, the City has a project to reconstruct the perimeter road at San Antonio International Airport. The Reconstruction of Perimeter Road Project will rebuild certain portions of the airfield roadway system that surrounds the interior perimeter boundary of International Airport. The purpose of this road is to permit access to all areas of the Airport without traversing areas designated for controlled aircraft movement and to allow perimeter security inspections on an all weather road. This road was originally constructed in 1989, and portions are exhibiting evidence of impending failure resulting from age, soil conditions, drainage and vehicular loads and repetitions. In order to provide a safe roadway system, it is necessary to reconstruct certain portions of this road.

On November 21, 2002, City Council authorized a contract in the amount of \$17,050.00 with Claunch & Miller, Inc. to provide the initial scope of services and prepare a programming study, which included a pavement condition survey. The results of this study were used to identify and prioritize reconstruction of perimeter road. On October 23, 2003, City Council amended the contract in the amount of \$214,530.40 to prepare construction documents and provide construction administration. Additionally, on October 7, 2004, City Council approved the amendment to this contract in the amount of \$135,000.00 to provide full time inspection services as required by the FAA grant assurances. Construction for the first phase commenced on November 22, 2004 and is scheduled for completion September 2005 at a cost of \$1,470,910.00.

Originally, this project was programmed for a single phase to reconstruct as much of Perimeter Road as possible with the budget of \$1.8 Million using the pavement condition survey and the prioritization established in the study. The FAA has indicated that additional funding may be available this Fiscal Year for a second phase. This funding was not envisioned at the time this project was initiated and therefore not mentioned in the previous actions. To qualify for this potential funding, the second phase of work must be identified, contract documents prepared and bids received by July 31, 2005. In order to meet this schedule, CMI has initiated some preliminary work on this phase.

CMI has submitted a proposal to prepare contract documents for the second phase of reconstruction. Members of the City staff reviewed CMI's scope of service to prepare contract documents and have determined that the fee of \$90,922.00 is fair and reasonable.

The following is a summary of the CMI contracts and amendments, including this action:

Programming Study	\$ 17,050.00
First Construction Phase*	\$214,530.40
<u>Inspection</u>	<u>\$135,000.00</u>
Subtotal First Phase	\$366,580.40
<u>Second Construction Phase*</u>	<u>\$ 90,922.00</u>
Total	\$457,502.40

*Construction documents and construction administration

These fees represent the fees for two projects collectively having a total budget of \$3,500,000.00 and will have completed reconstruction of 3.8 miles (First phase - 2.6 miles, second phase - 1.2 miles) and refurbishment of 0.9 miles (All second phase) of perimeter road.

Upon completion of the second phase of construction, all portions of Perimeter Road not impacted by pending Runway/Taxiway construction will have a pavement rating of "Good" or better

POLICY ANALYSIS

This proposed action continues the policy of improving facilities at San Antonio International Airport and utilizing federal funding when available.

FISCAL IMPACT


Initially this project will be funded by the Airport Capital Improvements Fund. This ordinance appropriates \$90,922.00 for design expenses, \$10,000.00 for contingent expenses and \$3,000.00 for administrative expenses. If and when the FAA offers a grant for this second phase, the project will then be funded with 75% grant funds and 25% airport funds. Contingent upon a grant offer, future ordinances will be brought forward for grant acceptance, and for construction, testing and inspection. Total Project budget for the second phase is \$1,468,488.00.


COORDINATION

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

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure forms from Claunch & Miller, Inc. are attached.



Roland A. Lozano
Interim Aviation Director

J. Rolando Bono
Interim City Manager

Attachments

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:

Christopher E. Claunch, P.E. - President
James B. Andrews, P.E. - Vice President

(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 **subcontractor** on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

Arias & Associates
Unintech
Jaster-Quintanilla

(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:
James B. Andrews, P.E.	San Antonio Council of Engineering Companies	\$1,000.00	May 22, 2003
James B. Andrews, P.E.	San Antonio Council of Engineering Companies	\$500.00	December 17, 2004

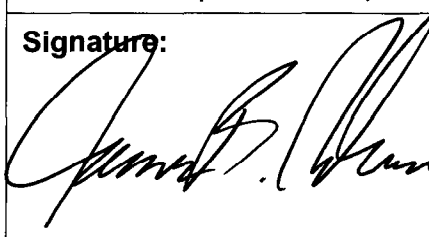
(6) Disclosures in Proposals

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.

X 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 Company or D/B/A: Claunch & Miller, Inc.	Date: May 9, 2005
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ORIGINAL

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:

Unintech Consulting Engineers, 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 *subcontractor* on the discretionary contract.

☒ **No subcontractor(s); or**

List subcontractors:

(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:
Elisa Chan, Clifford Hew	Councilman Chip Haas	\$500, \$500	May 2004, Apr 2004
Elisa Chan, Clifford Hew	Councilman Julian Castro	\$1000, \$1000	Jan 2005
Elisa Chan, Clifford Hew	Councilman Art Hall	\$500, \$500	Dec 2004, Mar 2005
Elisa Chan, Clifford Hew	Candidate Kevin Wolff	\$500, \$500	Oct 2004
Elisa Chan, Clifford Hew	Candidate Phil Hardberger	\$1000, \$1000	Feb 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

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: President

Company or D/B/A:
Unintech Consulting
Engineers, Inc.

Date: 5/13/2005

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.

FLM
June 16, 2005
Item No.

AN ORDINANCE

AMENDING THE PROFESSIONAL SERVICES CONTRACT WITH CLAUNCH & MILLER, INC. (CMI) FOR AN AMOUNT NOT TO EXCEED \$90,922.00 FOR THE PERIMETER ROAD RECONSTRUCTION PHASE 2 AT SAN ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING \$10,000.00 FOR CONTINGENT EXPENSES; AUTHORIZING \$3,000.00 FOR ADMINISTRATIVE EXPENSES; REVISING THE BUDGET; AND PROVIDING FOR PAYMENT

* * * * *

WHEREAS, the City has in the Five (5) Year Capital Program, a project to reconstruct perimeter road at San Antonio International Airport due to portions exhibiting evidence of impending failure resulting from age, soil conditions, drainage and vehicular loads and repetitions; and

WHEREAS, Ordinance No. 96757 passed and approved November 21, 2002 authorized the execution of a Professional Services Agreement with the firm of Claunch & Miller, Inc. (CMI) to provide engineering services for the Perimeter Road Reconstruction project which would be used to establish a scope and fee to complete the contract documents; and

WHEREAS, Claunch & Miller, Inc. (CMI) has completed the preliminary design and has developed a programming study, which included a pavement condition survey, which were used to identify and prioritize reconstruction; and

WHEREAS, Claunch & Miller, Inc. (DMI) has submitted a proposal to provide for the preparation of contract documents for the second phase for a fee not to exceed \$90,922.00; and

WHEREAS, members of City staff, upon reviewing the proposed scope of work and fees have determined that the fees presented are fair and reasonable; and

WHEREAS, it is now necessary to amend the Professional Service Contract, authorize the budget transfer from the unallocated funds, revise the budget and provide for payment; NOW THEREFORE:

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

SECTION 1. The Interim City Manager or his designee, is hereby authorized to amend the Professional Services Agreement with Claunch & Miller, Inc. to increase the scope of services as outlined in the proposal dated May 26, 2005 in an amount not to exceed \$90,922.00. A copy of said amendment in substantial form is attached hereto and incorporated herein by reference for all purposes as Attachment 1.

SECTION 2. The budget for the Perimeter Road Reconstruction Project No. 33-00005 is authorized to be revised as set forth in the Budget Schedule which is attached hereto and incorporated herein by reference for all purposes as Attachment 2.

SECTION 3. The following amounts are authorized to be encumbered and disbursed, up to the amounts indicated, from Project Definition and WBS elements as indicated.

- Project Definition 33-00005
- \$90,922.00 Payable to Claunch & Miller, Inc. (CMI), funds from WBS element 33-00005-01-02.
- \$10,000.00 for consultant contingencies, WBS element 33-00005-01-03.
- \$3,000.00 for administrative expenses, WBS element 33-00005-05-01.
- Revenue WBS element is 33-00005-90-XX?
- Funding from 51-013000.

(TO BE RE-WORDED BY FINANCE.....)

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio. The Director of Finance may, subject to concurrence by the Interim City Manager or the Interim City Manager's designee, correct allocation to specific index codes and fund numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective on and after the tenth (10th) day after passage hereof.

PASSED AND APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST: _____
City Clerk

APPROVED: _____
City Attorney



CLAUNCH & MILLER, INC.
Engineering Consultants

June 8, 2005

Mrs. Susan St. Cyr, P.E.
Airport Engineer
San Antonio International Airport
9800 Airport Boulevard
San Antonio, TX 78216

Re: Proposal for Engineering Services
Phase Two Perimeter Road Reconstruction and Rehabilitation Project
San Antonio International Airport

Dear Mrs. St. Cyr:

As requested, enclosed please find the Scope of Work for this reconstruction and rehabilitation project of the Perimeter Road.

This project includes the reconstruction of certain sections of the Perimeter Road totaling approximately 4,940 linear feet and the rehabilitation of certain sections of the Perimeter Road totaling approximately 6,550 linear feet as discussed in a meeting held on March 30, 2005 between the Aviation Department and Claunch & Miller, Inc. (CMI). The roadway sections designated within this project are shown on the attached layout. CMI will complete the Scope of Work for a fee of \$90,922.00.

We look forward to continue working with you.

Sincerely,

CLAUNCH & MILLER, INC.

James B. Andrews, P.E.
Vice President/Principal

Attachment

ERR/err

Attachment 1

REVISED BUDGET
PROJECT NO. 33-00005
PERIMETER ROAD RECONSTRUCTION PHASE 2

<u>WBS ELEMENT</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REVISION</u>	<u>REVISED BUDGET</u>
	<u>REVENUES</u>			
	TRANSFER FROM 51-013000	\$0.00	\$103,922.00	\$103,922.00
	TOTALS	<u>\$0.00</u>	<u>\$103,922.00</u>	<u>\$103,922.00</u>
	<u>EXPENDITURES</u>			
33-00005-05-07	UNALLOCATED EXPENDITURES	\$0.00	\$0.00	\$0.00
33-00005-05-02	CONSTRUCTION CONTRACT	\$0.00	\$0.00	\$0.00
33-00005-05-03	CONSTRUCTION CONTINGENCY	\$0.00	\$0.00	\$0.00
33-00005-05-05	INSPECTION FEES	\$0.00	\$0.00	\$0.00
33-00005-05-04	TESTING FEES	\$0.00	\$0.00	\$0.00
33-00005-01-02	ENGINEERING CONTRACT	\$0.00	\$90,922.00	\$90,922.00
33-00005-01-03	ENGINEERING CONTINGENCY	\$0.00	\$10,000.00	\$10,000.00
33-00005-05-01	ADMINISTRATIVE EXPENSES	<u>\$0.00</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
	TOTALS	<u>\$0.00</u>	<u>\$103,922.00</u>	<u>\$103,922.00</u>