

**CITY OF SAN ANTONIO  
PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

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

SUBJECT: Blanco Rd. from Hildebrand to Summit

DATE: June 16, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts a proposal and amends a professional service agreement in the amount of \$102,169.95 payable to Claunch & Miller, Inc., a non-MBE firm, for professional engineering services, authorizes \$10,217 for design contingency, \$7,152 for capital administrative cost, and \$2,000 for advertising expenses for a total ordinance amount of \$121,538.95 in connection with the Blanco Rd. from Hildebrand to Summit project, an authorized 1999-2004 and 2003-2007 General Obligation Street Improvement Bond project, located in Council District 1.

Staff recommends approval of this Ordinance.

**BACKGROUND INFORMATION**

This ordinance authorizes additional compensation to Claunch & Miller, Inc. for final design phase engineering services, bid and construction phase services, and public involvement required for the proposed roundabout in connection with the Blanco Rd. from Hildebrand to Summit project. Recognizing that the design enhancements and streetscape aspect of this project would require extensive public involvement, the initial agreement with Claunch & Miller, Inc. only provided for design services through Phase B, with the remainder of the engineering services to be negotiated at a later time. Now that the public input process has been completed, design services are being resumed.

This project provides for the design and reconstruction of Blanco Road from Hildebrand to Summit and includes sidewalks, street parking, intersection improvements and amenities.

A previously executed Professional Services Agreement with Claunch & Miller, Inc. in the amount of \$218,981.64 was approved by City Council on September 18, 2003, through Ordinance No. 98161. This Ordinance will increase the total amount approved for this contract to \$321,151.59.

### **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999-2004 and 2003-2007 General Obligation Street Improvement Bond funded Capital Improvements Projects.

### **FISCAL IMPACT**

This is a one-time capital improvement expenditure within budget and included in the FY 05-10 Capital Improvement Program Budget. Funds in the amount of \$121,538.95 are available from 1999 General Obligation Street Improvement Bond funds and are authorized payable as follows:

\$102,169.95	to Claunch & Miller, Inc. for engineering services
\$10,217.00	for Design Contingency
\$ 7,152.00	for Capital Administrative Cost
\$ 2,000.00	for Advertising Expenses

### **COORDINATION**

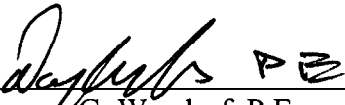
This action was coordinated with the Office of Management and Budget and the Finance Department.

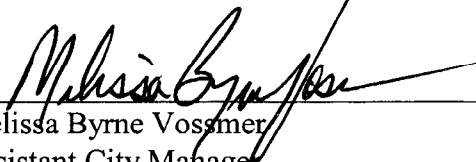
### **SUPPLEMENTARY COMMENTS**

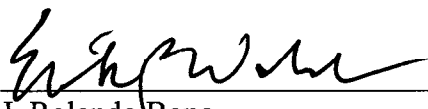
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

## ATTACHMENTS

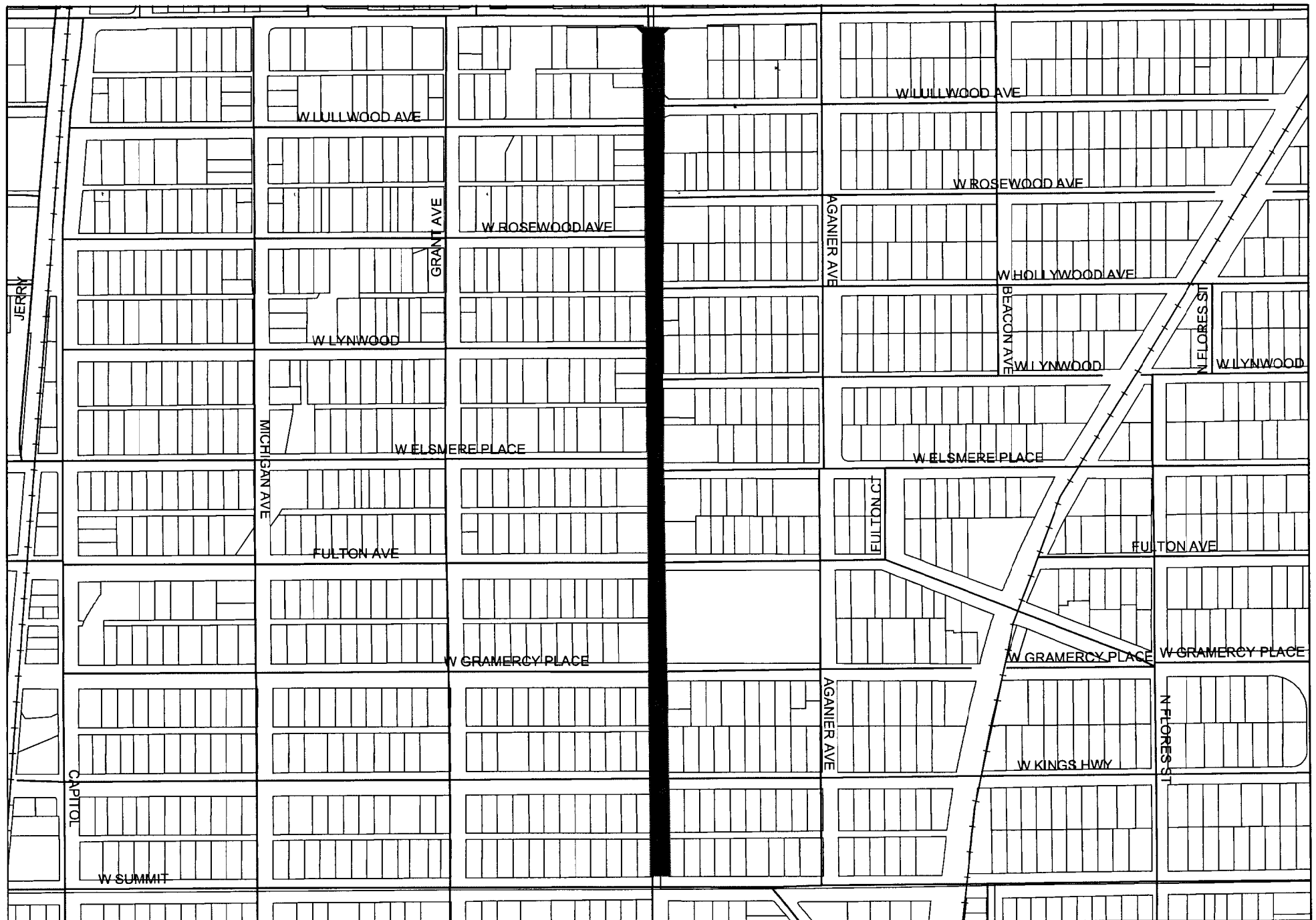
1. Project Map
2. Proposal
3. Discretionary Contracts Disclosure Form

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

  
\_\_\_\_\_  
Melissa Byrne Vossmer  
Assistant City Manager

  
\_\_\_\_\_  
J. Rolando Bono  
Interim City Manager

✓





**CLAUNCH & MILLER, INC.**  
Engineering Consultants

May 5, 2005

Mr. A.S.M. Ferdous, P.E.  
Project Manager  
City of San Antonio  
Municipal Plaza Building  
114 West Commerce, 5<sup>th</sup> Floor  
San Antonio, Texas 78205

Re: Proposal for Final Design, Bidding Phase and Construction Phase Engineering Services  
Reconstruction of Blanco Road from Lullwood to Summit  
City of San Antonio, Texas

Dear Mr. Ferdous:

As requested, enclosed please find the proposed scope of work and manhour estimate for the final design phase, bid phase and construction phase for the above referenced project.

If you have any additional comments, please call me.

Sincerely,

CLAUNCH & MILLER, INC.

for: Edwin Rydell, P.E.  
Project Manager

SCOPE OF WORK  
RECONSTRUCTION OF BLANCO ROAD FROM  
W. SUMMIT AVENUE TO W. LULLWOOD AVENUE  
CLAUNCH & MILLER, INC.  
May 5, 2005

This Project includes the reconstruction of Blanco Road from Summit Avenue to Lullwood Avenue including hot mix asphalt concrete pavement and curbs, signalization improvements at Summit, roundabout at Fulton, and parking and sidewalks. The parking and sidewalks will be outside the street right of way in various locations along Blanco and easements will be obtained for these areas.

The following tasks will be completed during the designated Phase:

**FINAL DESIGN**

- Attend not more than three citizen meetings to present the project design to the public.
- Prepare detailed construction plans, specifications, instructions to bidders, general provisions, and other documents necessary to advertise the project for bids.
- Prepare field notes and plats for easement and right of way acquisitions. Approximately 40 plats will be required.
- Detailed specifications shall be developed using the San Antonio Standard Specifications, latest revisions.
- Provide data for the Contractor to prepare the SW3P for submittal and approval prior to project construction.
- Finalize the traffic control design for the project.
- Submit signed and sealed sidewalk plans to TDLR for their review and approval.
- Prepare an Engineer's final cost estimate for construction.
- Coordinate joint bidding with SAWS to include their plans, specifications and bidding documents in the CoSA construction documents.
- Prepare plans for required design enhancements based on 1% of the total construction budget.
- Submit 20 copies of the final plans to CoSA for their review and comments.

**Additional Services for Additional Meetings**

- The attendance and preparation for additional meetings to receive approval of the placement of a roundabout included preparing power point presentations, exhibits, meeting minutes and traffic modeling not included in our original scope.

- During the previous phases, many meetings were held associated with the proposed roundabout at the Blanco/Fulton intersection. This design was shown to the MidTown on Blanco Group and the school at three separate meetings during the design process. These three meetings were included in the original scope of work for the Phase A Design. As the design was finalized, the Phase A Report was completed and submitted to the City of San Antonio on February 9, 2004. A neighborhood meeting was held on March 9, 2004 to inform the area of the plans for the reconstruction of Blanco including the placement of a roundabout. This neighborhood meeting was also within our scope of work. At the meeting, a power point presentation was shown that described the project and a traffic animation of the roundabout was shown. After the meeting, discussion started within the area as to whether the roundabout should be constructed due to various reasons.
- With these discussions, three more meetings were held with the local businesses, the school and neighborhood associations during April and May of 2004. These meetings were in addition to the original three meetings shown in the scope of work.
- City Councilman Roger Flores, then became involved with the discussions as he started receiving letters from his constituency. With the interest of the Blanco stakeholders, Councilman Flores requested meetings to seek a concurrence on the proposed intersection improvements. These meetings and associated tasks have been in addition to what was in our original scope of work.
- The following is a summary of the additional meetings:
  1. Neighborhood Action Group on August 18, 2004

This meeting was with residents of the community to show them the roundabout and receive their comments and input prior to the neighborhood meeting.
  2. Councilman on August 25, 2004

Met with Mr. Flores and his staff along with City personnel to go over the agenda and prepare for the neighborhood meeting.
  3. Neighborhood Meeting on September 1, 2004

Attended a meeting held at the school with the neighborhood and the PTA. Made a presentation with boards and a traffic model animation for the area. Completed the presentation in English and in Spanish. Completed an additional traffic animation that showed the Blanco and Fulton intersection being signalized. The original animation showing the roundabout was

included in the original scope. A layout of the intersection showing it as a signalized intersection was also completed for the presentation.

4. Councilman and School District on November 3, 2004

Met with Mr. Flores and his staff, personnel from San Antonio ISD and City staff to discuss the roundabout as it affects the school and the kids. Discussed various options that should be looked at for the intersection.

5. City Project Manager and City Traffic Engineer on November 18, 2004

Met with Mr. Ferdous and Mr. Frieble to go over alternatives that could be completed along with the roundabout to help alleviate concerns of the citizens and the school district. At this meeting, several alternatives were looked at including the placement of flashing yellow lights at the crossings and the placement of a signal at the southern crossing. Assisted in preparing a letter stating the pros and cons for the various options including necessary research.

6. Councilman and School District on December 13, 2004

Met with Mr. Flores and his staff, personnel from San Antonio ISD and City staff to discuss the various options as presented in the letter from the city discussed in Item 5. The school district liked all the options presented and could recommend any of the three options but recommended that the three options be presented to the neighborhood and the school again to receive their comments.

7. Neighborhood Meeting on February 1, 2005

This meeting was held at the school to present the three options to the neighborhood. These options include placing a yellow flashing light at all crossings, a yellow flashing light at the southern crossing and a signal light at the southern crossing. Prior to this meeting, met with Mr. Flores and his staff and the City to discuss the agenda for the neighborhood meeting and to discuss the exhibits to be prepared. An additional traffic animation will be prepared to show the placement of a signal light at the southern crossing of the roundabout.

### **BIDDING PHASE**

- Prepare and provide one complete set of the bid package, including plans, specifications, instructions to bidders, general provisions, proposal, cost estimates, and other documents necessary for CoSA to advertise for bids for construction.
- Furnish not more than twenty sets of bidding documents to CoSA.



- In consultation with CoSA, set a charge for plans and specifications (bid documents) based on the cost of printing, materials and handling, said charge to be assessed all bidders and vendors.
- Upon direction of CoSA, issue Plans and Specifications for bidding purposes, receive and record plan depositions, issue and deliver all addenda required, maintain a record of issuance and receipt of same. Attend the Pre-Bid Conference as scheduled by CoSA to provide clarification and interpretation to bidders.
- Attend the formal opening of bids by CoSA Clerk and tabulate and furnish to CoSA an original and five copies of the bid tabulation together with written recommendation regarding the award of the contract.

### **CONSTRUCTION PHASE**

- Attend the Pre-Construction conference with the representatives of the interested City Departments and the Contractor. Prepare a summary record of the Pre-Construction conference as scheduled by the City.
- Attend bi-weekly construction meetings (once every 2 weeks) to discuss job progress, revisions, plan clarification and coordination. Subconsultants shall be included as attendees as necessary in these meetings. CMI will prepare summary record to be distributed to all attendees after review by CoSA.
- Perform periodic visits (once a month) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications. During such visits and on the basis of on-site observations, CMI shall consult and advise the City during construction, and submit monthly reports to the City relating to such visits. CMI shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work; CMI shall not be responsible to the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. CMI's efforts will be directed towards providing CMI's best judgment to the City that the completed Project will conform to the plans and specifications. CMI shall not be responsible for the failure of the Contractor to perform the construction work in accordance with plans and specifications and the contractor's contract; however, CMI shall report to the City any deficiencies in the work actually detected by CMI. During such visits and on the basis of on-going observations, CMI shall consult and advise the City during construction.
- After Contractor's approval, CMI shall review and take appropriate action (approve with modifications, reject, etc.) upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action shall be taken with reasonable

promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- Prepare and deliver one set of driveway plats to Project Manager for approval.
- Review and receive certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, regulations, ordinances, codes, orders or the Contract Documents to determine generally that the results certified substantially comply with the Contract Documents. CMI shall also recommend to the City special inspection or testing estimates and recommend approval or other appropriate action on estimates.
- Review monthly estimates and recommend approval or other appropriate action on estimates submitted by the Contractor.
- Develop, at the request of the City, any changes, alterations or modifications to the Project that appear to be advisable and feasible and in the best interest of the City. Routine changes made during construction (Change Orders/Field Alterations) that are within the original scope of the Project will be made at no additional cost to the City. Such alterations shall appear on or be attached to the City's form "Field Alteration Request". At the direction of the City, CMI shall obtain the Contractor's price of the proposed alteration prior to submitting it to the City for its approval.
- Perform in company with the City representative(s) a "conditional approval" and a "Final" inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the Contract Documents. Assist the City in consultation and discussions with Contractor(s) concerning such deficiencies, and make recommendations as a replacement or correction of the defective work.
- After completion of the work, and before final payment to the Contractor, the City shall receive from the Contractor two sets of "Record Drawings". CMI, after receiving the information, shall transfer the information to a set of "Mylar" material or an approved equal, plus CADD files (CD's) compatible to Microstation showing all items of work actually installed in the Project (hereinafter called "Plan of Record") for the City's permanent file. CMI shall not be held liable for the information supplied by the Contractor and/or City representative.
- CMI shall review and deliver to the City, manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications submitted by the Contractor.
- Prepare the "Final Field Alteration" recapitulations (over and under) of the Project in conjunction with the final request for payment.

- Perform a warranty walk through scheduled by CoSA approximately 10 months after project completion.

## **FEE PROPOSAL**

Claunch & Miller, Inc. proposes the following fees for the above referenced services.

Final Design	\$ 5,542.04
Bidding Phase	\$ 2,153.54
Construction Phase	<u>\$ 33,288.08</u>
Total Basic Fees	\$ 40,983.66
 Additional Services	 \$ 61,186.29
Total Fees	\$ 102,169.95

Additional services beyond those described in the Scope of Services will be invoices on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.

Claunch & Miller, Inc. appreciates the opportunity to submit this proposal and to continue working for the City of San Antonio.

**Claunch & Miller, Inc.**  
**Blanco Road From Lullwood to Summit**  
**Engineering Fee Proposal**

TASK AND DESCRIPTION	Principal	Project Manager	Senior Designer	Design Engineer	Graphic Artist	CADD Tech	Secretary	Total Hours	Cost
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**PUBLIC MEETINGS (ADDITIONAL SERVICES)**

<b>I. Meetings and Preparation (Additional Services)</b>									
1. August 18 Meeting (Neighborhood Action)				4				4	\$313.96
2. Prepare for Meeting on August 18	2	4		4	2	4		16	\$1,524.96
3. August 25 Meeting (Council Member)	2	2		2				6	\$703.26
4. Prepare for Meeting on August 25	1	1		1		1		4	\$411.43
5. September 1, 2004 (Presentation Meeting)	2	2	2	2				8	\$918.92
6. Presentation Preparation for Sept. 1	6	24		8				38	\$4,595.60
7. Spanish Presentation for Sept. 1			4					4	\$431.32
9. November 3 Meeting (School and City Councilman)	3			3				6	\$666.75
10. November 18 Meeting (City and Traffic Section)	2	2		2				6	\$703.26
11. Research for Signal Options (Flashing Yellow, Stop Light)	4	8	8	12				32	\$3,414.60
12. Prepare Comments for Letter to Councilman on Options	1	1		1				3	\$351.63
13. December 13 Meeting (School and City Councilman)		2		2				4	\$415.74
14. Prepare for Meeting on December 13	1	2		2				5	\$559.50
15. February 1, 2005 Meeting (Public Meeting)	2	2	2	2				8	\$918.92
16. Prepare for Meeting on February 1	3	4		4	2	4		17	\$1,668.72
17. Traffic Engineering Services for GKW								0	\$12,550.00
18. Coordinate with Traffic Sub-Consultant		4		4		2		10	\$951.08
<b>Subtotal</b>	<b>29</b>	<b>58</b>	<b>16</b>	<b>53</b>	<b>4</b>	<b>11</b>	<b>0</b>	<b>171</b>	<b>\$31,099.65</b>

**FINAL DESIGN (ADDITIONAL SERVICES)**

TASK AND DESCRIPTION	Principal	Project Manager	Senior Designer	Design Engineer	Graphic Artist	CADD Tech	Secretary	Total Hours	Cost
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<b>IV. Final Design Additional Services</b>									
1. Plats and Field Notes for Easements (20 plats @ \$750/plat)									\$15,000.00
2. Coordination with Surveyor		6		8				14	\$1,404.20
3. Traffic Control Plan		8		32		40		80	\$5,938.72
4. Driveway Plats			2	8		8		18	\$1,321.98
5. Artist									\$5,000.00
<b>Subtotal</b>	<b>0</b>	<b>14</b>	<b>2</b>	<b>48</b>		<b>48</b>		<b>112</b>	<b>\$28,664.90</b>

**FINAL DESIGN SERVICES**

TASK AND DESCRIPTION	Principal	Project Manager	Senior Designer	Design Engineer	Graphic Artist	CADD Tech	Secretary	Total Hours	Cost
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<b>V. Final Design</b>									
1. Attend not more than 3 citizen meetings	6	6		6					\$2,109.78
2. Prepare General Notes and Traffic Notes		2		8		8			\$1,365.08
3. CoSA Standard Details		1		4		8			\$921.74
4. Coordination For Joint Bidding		4		8					\$1,145.44
<b>Subtotal</b>	<b>6</b>	<b>13</b>	<b>0</b>	<b>26</b>		<b>16</b>			<b>\$5,542.04</b>

**BID PHASE**

TASK AND DESCRIPTION	Principal	Project Manager	Senior Designer	Design Engineer	Graphic Artist	CADD Tech	Secretary	Total Hours	Cost
<b>I. Bid Phase</b>									
1. Attend Pre Bid Conference	2	2		2				6	\$703.26
2. Prepare Addenda, Pre Bid Minutes		1		2			2	5	\$376.90
3. Record Issuance of Contract Documents				2			2	4	\$247.52
4. Attend Formal Bid Opening		2		2				4	\$415.74
5. Complete Bid Tabulation and Recommendation		1		3			1	5	\$410.12
6. Reproduction									\$0.00
<b>Subtotal</b>	2	6		11			5	24	<b>\$2,153.54</b>

**CONSTRUCTION PHASE**

<b>I. Construction Phase</b>									
1. Attend Pre Construction Conference	2	2		2				6	\$703.26
2. Prepare Pre Construction Minutes		1		2			2	5	\$376.90
3. Attend Bi Weekly Construction Meetings		60		60				120	\$12,472.20
4. Prepare Bi Weekly Meeting Minutes				15			30	45	\$2,535.45
5. Periodic Visits and Monthly Report		30		30			15	75	\$6,915.15
6. Shop Drawing Review		3	3	4				10	\$1,025.59
7. Shop Drawing Review and Signal Clarifications (GKW)									\$3,465.00
8. Review Monthly Estimates and Recommend Approval		8		15				23	\$2,212.39
9. Complete Change Orders/Field Alterations		4	4	4		8		20	\$1,741.20
10. Complete Final Inspection and Complete Punch List		2	2	2				6	\$631.40
11. Prepare Final Field Alteration Recapitulations		2		2			2	6	\$506.28
12. Warranty Walk Through	2	2		2				6	\$703.26
<b>Subtotal</b>	2	110	3	134	0	0	47	261	<b>\$33,288.08</b>

**CONSTRUCTION PHASE (ADDITIONAL SERVICES)**

<b>I. Construction Phase</b>									
1. Complete As-Built Plans		1		4		8		13	\$921.74
2. Reproduction of As-Built Plans									\$500.00
<b>Subtotal</b>	0	1		4		8	0	13	<b>\$1,421.74</b>

Additional Services Total Addition	\$61,186.29
Base Fee Total Addition	\$40,983.66
<b>TOTAL Services</b>	<b>\$102,169.95</b>

**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 entity<sup>1</sup> 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:

Bain Medina Bain  
Arias & Associates, Inc.  
Jaster-Quintanilla  
C-F Zavalla Group  
GKW

(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:

<sup>1</sup> 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**

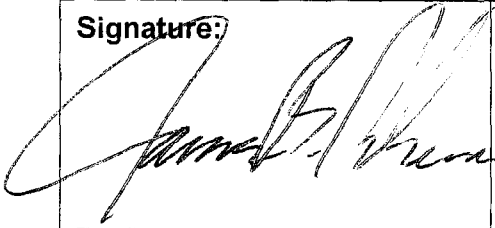
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by 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: Vice President

Company or D/B/A:

Claunch & Miller, Inc.

Date:

May 9, 2005

<sup>2</sup> 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.