

AN ORDINANCE 2006-06-15-0712

**APPROVING THE NEGOTIATION AND EXECUTION OF A \$51,104.00
PROFESSIONAL SERVICES CONTRACT WITH ARIAS &
ASSOCIATES TO PROVIDE CONSTRUCTION AND MATERIAL
TESTING AND LIMITED INSPECTION SERVICES FOR THE
OPERATIONS AND CUSTOMER SERVICE FACILITY AT STINSON
MUNICIPAL AIRPORT; AND APPROPRIATING FUNDS.**

* * * * *

WHEREAS, the City has in its Capital Program, a project to construct a New Operations and Customer Service Facility at Stinson Municipal Airport; and

WHEREAS, the scope of work for these services will include material testing of soils, asphalt, concrete, and observation and inspection of structural steel installation, and if necessary, asbestos consulting and air monitoring services.

WHEREAS, the City requested Interest Statements from consulting firms desiring to provide the required construction and material testing for the Project; and

WHEREAS, all proposals received were evaluated by City staff, based on capability, past experience, knowledge familiarity with similar projects; and

WHEREAS, the City Architect/Engineer Selection committee and City Staff reviewed the ratings, and recommended that the firm of Arias & Associates, Inc. be selected for negotiation of a contract for this Project based upon its demonstrated ability, qualifications and experience; and

WHEREAS, City staff has negotiated an agreement with Arias and Associates, Inc. to provide the construction and material testing services for the Project, for a fee not to exceed \$51,104.00 which is considered fair and reasonable for the work involved; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute a Professional Services Agreement with Arias and Associates, Inc. for provision of construction and materials testing services, and limited inspection services, in connection with the construction of the Operations and Customer Service Facility at Stinson Municipal Airport for an amount not to exceed \$51,104.00, in a form substantially similar to the contract which is attached hereto and incorporated herein by reference for all purposes as Attachment 1.

SECTION 2. The amount of \$51,104.00 is appropriated in fund 51016000, entitled "Stinson Airport Improvements & Contingency Fund", WBS AV-00008-01-01-05 GL account 6102100 – Interfund Transfer Out entitled Transfer to 33-00138-90-01. The amount of \$51,104.00 is authorized to be transferred to fund 51016000.

SECTION 3. The budget in fund 51016000, Project Definition 33-00138, entitled "New Administration Facility at Stinson", shall be revised by increasing WBS element 33-00138-90-01 entitled "Trf Fr AV-00008-01-01-05", GL account 6101100 – Interfund Transfer In, by the amount of \$51,104.00.

SECTION 4. The amount of \$51,104.00 is appropriated in Fund 51016000, Stinson Airport Improvements & Contingency Fund Project Definition 33-00138, entitled "New Administration Facility at Stinson", WBS element 33-00138-05-05, entitled "CM Testing – Arias", General Ledger Account 5201170, and is authorized to be encumbered and made payable to Arias & Associates, Inc. for materials testing and inspection consulting services.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio for the City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, 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.

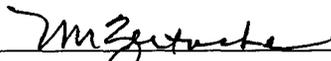
PASSED AND APPROVED this 15th day of June, 2006.



M A Y O R

PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

ATTACHMENT I

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION MATERIAL TESTING AND OBSERVATION SERVICES
(OPERATIONS AND CUSTOMER SERVICE FACILITY)
AT STINSON MUNICIPAL AIRPORT**

This Agreement is made and entered into by and between the **City of San Antonio** (hereinafter referred to as "City"), a Texas Municipal Corporation acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved on the _____ day of _____, 2006 and **Arias & Associates, Inc.**, by and through its designated officer(s) pursuant to its by-laws or a resolution of its Board of Directors. (hereinafter referred to as "Consultant"), both of which may be referred to herein collectively as the "Parties", to provide **Construction Material Testing and Observation Services for The Operations and Customer Service Facility at Stinson Municipal Airport.**

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, City and Consultant do hereby agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 "Director" means the director of City's Public Works Department, or the designated project manager identified in the Notice to Proceed.

1.2 "Project" means the *Construction Material Testing and Observation Services for The Operations and Customer Service Facility at Stinson Municipal Airport*, for which Consultant's professional services, as set forth in the Scope of Services, are to be provided pursuant to this Agreement.

II. PERIOD OF SERVICE

2.1 This Agreement shall take effect on the eleventh (11th) calendar day after it is approved by the San Antonio City Council, or upon execution by both parties, whichever date is later, and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance shall commence upon issuance of a Notice to Proceed by the Director or his designee, and shall terminate upon substantial completion of Consultant's duties as set forth in the Scope of Services and upon written acceptance by City of Consultant's work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

2.2 If funding for the entire Project is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 Consultant, in consideration for the compensation herein provided, shall render construction material testing and observation services in connection with the Project. Consultant's work will consist of performance of required testing services, in accordance with ASTM procedures and as described in the Scope of Services section of the Consultant's

Revised Fee Proposal dated _____ which is attached hereto as "**Attachment A**" and incorporated herein by reference as if fully set forth.

3.2 Consultant shall not commence work until Consultant has been thoroughly briefed by the Director's designee on the scope of Project, ("Scope Meeting") and has been notified in writing by the Director to proceed. Consultant shall provide a written summary of the Scope Meeting, including a description of the Project's scope and Consultant's services required by the Project scope. Should the Project scope subsequently change, either party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot exceed the maximum allowed for additional services in Article V, COMPENSATION, and cannot substantially alter the original scope of this Agreement.

3.3 Consultant shall be represented by a professional engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required for the Project. All submittals shall carry the signature and seal; or, in the case of progress submittals or incomplete submittals, an appropriate disclaimer with the responsible professional engineer's name and license number and, adjacent thereto, the date of the submittal. All Services performed under this Agreement must be conducted in full conformance with the Texas Engineering Practice Act. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

3.4 Consultant shall complete all Project work in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

IV. COORDINATION WITH THE CITY

4.1 Consultant shall hold periodic conferences with Director or his designee, so that the project, as developed, shall have the full benefit of City's experience, and knowledge of existing needs and facilities, and be consistent with the City's current policies and standards. No more than two conferences shall be held per phase, unless otherwise agreed to by Parties. City shall make available, for Consultant's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this Project as may be requested by Consultant at no cost to Consultant.

4.2 The Director or his designee shall act on behalf of City with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

4.3 City shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

4.4 Consultant shall complete all applications and furnish all required data, as set forth in the Scope of Services, compiled by Consultant for City's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Project as may be necessary for completion of the Project. Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article V, COMPENSATION.

V. COMPENSATION

5.1 For and in consideration of the services to be rendered by Consultant, City shall pay Consultant a fee not to exceed that set forth in this Article V, COMPENSATION. Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

5.2 Basis For Compensation and Invoicing. The total fee for Consultant's base work as defined in the Scope of Services shall not exceed the sum of **FIFTY ONE THOUSAND ONE HUNDRED FOUR AND 00/100 DOLLARS (\$51,104.00)** ("Base Fee"). Consultant may submit invoices monthly for work performed and completed which has not been included on previous invoices. Payments shall be made to the Consultant in accordance with the Consultant's Fee Proposal (including the attached Spreadsheet itemizing costs) which is attached hereto as "**Attachment A**" and incorporated herein by reference as if fully set forth. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the City. Charges will be assessed only for actual services rendered.

5.3 Modifications Consultant and City acknowledge that the Base Fee, as set out above, has been established based upon the total estimated costs of services to be rendered under the Agreement. Compensation for additional services shall be subject to renegotiation in accordance with Section 5.4 below.

5.4 Additional Professional Services Both the City and the Consultant agree that additional professional services may be required for the Project based upon the duration of construction activities, extended working hours by the Consultant, and additional services required by the City, and that this Contract may be amended to increase the Scope of Work to include said additional services upon mutual agreement, and written notification of approval and understanding, from the City and the Consultant as to the reasonableness of the amended scope of work, period of service, and fees for such additional services.

5.5 Compensation for Additional Professional Services. Compensation for such additional services shall be subject to prior City Council appropriation by separate City Ordinance, of any additional funds required to cover such services. Should Consultant be directed in writing by Director to perform these services, compensation shall be paid by City to Consultant as authorized in writing by Director.

VI. OWNERSHIP AND RETENTION OF DOCUMENTS AND ACCESS TO LAB RESULTS

6.1 Upon completion or termination of the Project, or upon request by the City, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the City and shall be delivered at no cost to the City without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The City shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense.

6.2 At any time during the Project, the City shall have the right to unrestrained direct access and contact with laboratories and testing facilities used by Consultant for work performed by Consultant under this Agreement; and the City shall have the unrestricted right to obtain original or duplicate copies of reports and testing results directly from the lab or testing facility used by Consultant.

6.3 The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

6.4 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

6.5 All rights to inventions and materials generated under this contract, if any, are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the City.

VII. TERMINATION OF AGREEMENT

7.1 Termination Without Cause.

7.1.1 This Agreement may be terminated by City without cause, prior to Director giving Consultant written Notice to Proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

7.1.2 This Agreement may be terminated by the City at any time after issuance of the Director's Notice to Proceed, either for the City's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City.

7.1.3 If the termination is for the convenience of the City, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should City choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work, performed during time between the issuance of the City's notice of termination and the actual termination date.

7.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the City for any additional cost occasioned to the City thereby.

7.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 7.1.3 of this clause.

7.1.6 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the Director's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

7.2 Defaults With Opportunity for Cure. Should Consultant fail, as determined by the Director, to satisfactorily perform the duties set out in Article III. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the City shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, City shall have the right, without further notice, to terminate this Contract in whole or in part as City deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. City shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of City to mitigate its losses.

7.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, City may immediately terminate this Contract, in whole or in part, "for cause":

7.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to City in connection with this Agreement or its performance hereunder; or

7.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

7.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default listed in Section 9.3 below, within the time period required for cure; or

7.3.4 Consultant violates any rule, regulation or law to which CONSULTANT is bound or shall be bound under the terms of this Agreement; or

7.3.5 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of the Agreement; or

7.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not

dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

7.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to City. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

7.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

7.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. SUSPENSION OF WORK UNDER AGREEMENT

8.1 Right of City to Suspend. City may suspend this Agreement for any reason, with or without cause upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

8.2 Consultant's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 7.5 and 7.6 above, related to the Orderly Transfer and Fee Payment.

8.3 Procedures Upon Receipt of Notice of Suspension.

8.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement, and prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

8.3.2 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

8.3.3 During the period of Suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the City under this Agreement, adjusted for any previous payments of the fee in question.

8.3.4 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by City of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

8.3.5 Upon the above conditions being met, the City's review of the submissions and finding the claimed compensation to be appropriate to the terms of this agreement, the City shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the City, adjusted for any previous payments of the fee in question.

IX. INSURANCE REQUIREMENTS

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish an original completed Certificate of Insurance to City's Public Works Department, which shall be clearly labeled "**Construction Material Testing and Observation Services for The Operations and Customer Service Facility at Stinson Municipal Airport**" which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to City. City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's Public Works Department, and no officer or employee shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the City allow modification whereupon the City may incur increased risk.

9.3 Consultant's financial integrity is of interest to City, therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to City, in the following types and amounts:

<u>TYPE</u>	<u>MINIMUM AMOUNTS</u>
A. Workers' Compensation Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
B. Commercial General Liability Insurance (public) to include coverage for the following:	
1. Premises/Operations	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$5,000,000 General Aggregate, or its equivalent in Umbrella Or Excess Liability Coverage *If applicable
*2. Independent Contractors	
3. Products/completed operations	
4. Personal Injury	
5. Contractual liability	
*6. Explosion, collapse, underground	
*7 Fire Legal Liability	
C. Comprehensive Automobile Liability	
1. Owned/Leased Vehicles 2. Non-Owned Vehicles 3. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence
D. Professional Liability	
	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error or omission in professional services. If written on a claims made basis, Consultant shall provide coverage for an additional 25 months after the completion date of the contract.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in this Agreement for Notice, within ten (10) days of the requested change. Consultant shall pay any costs incurred as a result of said changes.

9.5 Consultant agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name City and its officers, employees, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of City.

9.6 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Consultant shall notify City of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the Consultant did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to City at the following address:

City of San Antonio
Aviation Department – Planning & Eng
9800 Airport Blvd.
San Antonio, Texas 78216

9.7 If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by City is an alternative to other remedies City may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by City in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

9.9 It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self insurance carried by City of San Antonio for liability arising out of operations under this Agreement.

X. INDEMNIFICATION

10.1 Consultant (for purposes of this Section referred to as Licensed Engineer) whose work product is the subject of this contract for engineering services and other related professional services, agrees to INDEMNIFY AND HOLD CITY, ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY LICENSED ENGINEER'S NEGLIGENCE ACT, ERROR, OR OMISSION OF LICENSED ENGINEER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF LICENSED ENGINEER AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES** while in the exercise of performance of the rights or duties under this Agreement.

10.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT LICENSED ENGINEER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.3 Licensed Engineer shall promptly advise the City, in writing, of any claim or demand against the City or Licensed Engineer known to Licensed Engineer related to or arising out of Licensed Engineer activities under this contract.

10.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or other wise, to any other person or entity.

XI. ENGINEER'S/ARCHITECT'S LIABILITY AND STANDARD OF CARE

11.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

XII. CONSULTANT'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT

12.1 Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the City shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the City from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing municipal employment of engineering and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the City the benefits of the agreement.

XIII. ASSIGNMENT OF RIGHTS OR DUTIES

13.1 By entering into this Agreement, City has approved the use of any subcontractors identified in Consultant's Response to City's Request for Qualifications. No further approval shall be needed for Consultant to use such subcontractors as are identified in Consultant's Response to City's Request for Qualifications.

13.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of City. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the San Antonio City Council, by approval and passage of an ordinance therefore. Any other services to be performed under this Agreement may be subcontracted upon the written approval of Director. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City in accordance with this Article.

13.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, City may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

13.4 Consultant agrees to notify Director of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to City under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VIII, Termination.

XIV. INDEPENDENT CONTRACTOR

14.1 Consultant covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

14.2 No Third Party Beneficiaries - For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

XV. NOTICES

15.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for CITY, to:

City of San Antonio
Attn: Mr. Les Heinen
Aviation Department – Planning & Engineering
9800 Airport Blvd
San Antonio, Texas 78216

If intended for Consultant, to:

Arias & Associates, Inc.
142 Chula Vista
San Antonio, Texas 78232

XVI. CONFLICTS OF INTEREST

16.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

16.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that it has tendered to City's a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

XVII. SOLICITATION

17.1 Consultant warrants and represents that he has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, nor paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. This representation constitutes a substantial part of the consideration for the making of this Agreement.

XVIII. AIRPORT SECURITY

18.1 To the extent Consultant will be responsible for work which necessitates entrance to the Air Operations Area or other secure area of the Airport, this Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Act"), the provisions of which govern airport security and are

incorporated by reference, including without limitation the rules and regulations promulgated under it. Consultant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Aviation Director, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, Consultant must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Consultant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement.

18.2 Consultant must comply with, and require compliance by its Subcontractors, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Aviation Director, Consultant must adopt procedures to control and limit access to the Airport Premises utilized by Consultant and its Subcontractors in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Consultant must have in place and in operation a security program for the Airport Premises utilized by Consultant that complies with all applicable laws and regulations. All employees of Consultant that require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.

18.3 Gates and doors located in and around the Airport Premises utilized by Consultant that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Consultant at all times when not in use, or under Consultant 's constant security surveillance. Gate or door malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

18.4 In connection with the implementation of its security program, Consultant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Consultant acknowledges that all such knowledge and information is of a highly confidential nature. Consultant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the City or the Aviation Director in advance in writing. Consultant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

XIX. CONTRACT CONSTRUCTION

19.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XX. FAMILIARITY WITH LAW AND CONTRACT TERMS

20.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

XXI. APPLICABLE LAW

21.1 Texas Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas and venue shall lie in Bexar County, Texas. The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

21.2 Federal Law and Funding. Consultant acknowledges that this contract is funded, in whole or in part with Federal AIP Grant funds and as such additional federal requirements apply in connection with this contract. These additional provisions are attached hereto as **Attachment C** and incorporated herein by reference as if fully set forth herein.

XXII. SEVERABILITY

22.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

XXIII. FORCE MAJEURE

23.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

XXIV. SUCCESSORS

24.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XXV. NON-WAIVER OF PERFORMANCE

25.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of CITY, such changes must be approved by the San Antonio City Council.

25.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXVI. PARAGRAPH HEADINGS

26.1 The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXII. LEGAL AUTHORITY

27.1 The signer of this Agreement for CITY and Consultant each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Consultant respectively, and to bind City and Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXIII. INCORPORATION OF ATTACHMENTS

28.1 Consultant understands and agrees that to the extent not previously addressed, all attachments, including appendices thereto, referred to in this Agreement are intended to be and hereby are incorporated herein and specifically made a part of this Agreement for all purposes. Said attachments are as follows:

ATTACHMENT "A" (Scope of Services/ Consultant's Fee Proposal)

ATTACHMENT "B" Federal DBE Program Information

ATTACHMENT "C" Mandatory Federal Contract Provisions

XXIX. ENTIRE AGREEMENT

29.1 This Agreement, together with its authorizing ordinance and Attachments, as listed in Article XXXI, Incorporation of Attachments, embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties and approved by ordinance passed by the San Antonio City Council.

29.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE ____ DAY OF _____, 2006.

ATTEST:

CITY OF SAN ANTONIO, TEXAS

City Clerk

By: _____
Sheryl Sculley, City Manager

APPROVED AS TO FORM:

ARIAS & ASSOCIATES, INC.

By: _____
City Attorney

By: _____
Its: _____
Federal Tax ID # _____

Agenda item #19

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

TO: Sheryl Sculley, City Manager
FROM: Mark H. Webb, Interim Aviation Director
SUBJECT: Operations and Customer Service Facility at Stinson Municipal Airport
DATE: June 15, 2006

SUMMARY AND RECOMMENDATIONS

An ordinance authorizing the negotiation and execution of a Professional Service Contract with the firm of Arias & Associates (an SBE, MBE and DBE) to provide construction and material testing and limited inspection services, for the Operations and Customer Service Facility at Stinson Municipal Airport for an amount not to exceed \$51,104.00.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

The City has in its Capital Program, a project to construct a New Operations and Customer Service Facility at Stinson Municipal Airport. This project consists of two story additions on each side of the terminal building with a combined area of 27,500 gross square feet. Additionally, the interior remodeling of 5,754 square feet within the existing terminal will provide connectivity between the North and South wings. A new parking lot with a total of 99 parking spaces will also be provided.

The scope of work for these services will include material testing of soils, asphalt, concrete, and observation and inspection of structural steel installation. If necessary, asbestos consulting and air monitoring services will also be included during the removal of asbestos containing materials (ACM).

The City requested Interest Statements from consulting firms desiring to provide Construction Materials Testing Services. All proposals received for this Project were evaluated by City staff based on capability, past experience, knowledge and familiarity with similar projects. The City Architect/Engineer Selection Committee reviewed the ratings and recommended that Arias & Associates be selected for this Project based upon their demonstrated ability, qualifications and experience. A copy of the rating sheet is attached.

City staff has negotiated an agreement with Arias & Associates to provide the construction and material testing and limited inspection services for a fee not to exceed \$51,104.00 which is considered fair and reasonable for the work involved.

POLICY ANALYSIS

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

FISCAL IMPACT

This project is funded by the Stinson Airport Improvements and Contingency Fund (also called Stinson Revolving Fund) and is included in the adopted FY 2006 Capital Budget. This action appropriates \$51,104.00 in the Stinson Airport Improvements and Contingency fund for construction and material testing and limited inspection services.

COORDINATION

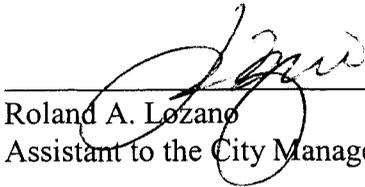
This request for ordinance has been coordinated with the following departments: Public Works, Contract Services, Finance, Management and Budget and the City Attorney's Office.

SUPPLEMENTARY COMMENTS

The required Discretionary Contract Disclosure Form is attached.



Mark H. Webb
Interim Aviation Director



Roland A. Lozano
Assistant to the City Manager

Approved for Council Consideration:



Sheryl Sculley
City Manager

Attachments

Operations and Customer Service Facility at Stinson Municipal Airport

Score Summary Construction Materials Testing & Asbestos Monitoring Services New Administration Facility Stinson Municipal Airport		Maximum Points	Arias & Associates	Drash Consulting Engineers	Fugro Consultants	Professional Service Industries
A - Qualifications	20	17.50	17.50	15.00	15.25	
B - Experience	20	16.25	16.00	15.25	16.75	
C - Quality of Service	20	16.75	15.00	16.75	16.50	
D - Previous Project Performance	20	16.75	15.25	15.25	16.75	
SBEDA	20	17.00	13.00	7.50	8.50	
TOTAL SCORE	100	84.25	76.75	69.75	73.75	

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:

Arias & Associates, 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:
Robert P. Arias, P.E.	Friends of Nelson W. Wolfe	\$ 500.00	3/2005
Robert P. Arias, P.E.	Carol Schubert	\$ 1000.00	3/2005
Robert P. Arias, P.E.	Castro for Mayor Campaign	\$ 1000.00	4/2005

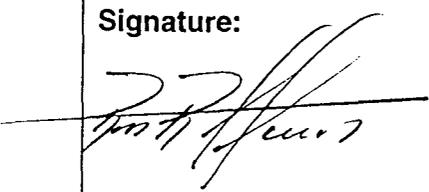
(6) Disclosures in Proposals

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: Chief Financial Officer Company or D/B/A: Arias & Associates, Inc.	Date: January 23, 2006
---	--	----------------------------------

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.



ARIAS & ASSOCIATES
Geotechnical • Environmental • Testing

Proposal for Construction Materials Testing Services
New Administration Facility @ Stinson Municipal Airport
San Antonio, Texas

AVIATION DIV.
PLAN. & ENG.

2006 MAR 29 PM 3 48

Laboratory Testing (Soils):

Item	Quantity	Unit Price	Units	Total
Moisture-Density Relationship	6	\$175.00	each	\$1,050.00
Atterberg Limits Determination	6	\$58.00	each	\$348.00
Sieve Analysis	2	\$60.00	each	\$120.00
Sub-Total, Laboratory Testing =				\$1,518.00

Field Observation and Testing (Soils):

Item	Quantity	Unit Price	Units	Total
Soils Technician	250	\$38.00	per hour	\$9,500.00
Field Density Test (minimum 4 per trip)	300	\$16.00	each	\$4,800.00
Proofrolling Observation	8	\$38.00	per hour	\$304.00
Trip Charge	60	\$25.00	per trip	\$1,500.00
Sub-Total, Field Density Testing =				\$16,104.00

Concrete Observation and Testing:

Item	Quantity	Unit Price	Units	Total
Concrete Placement Observation	180	\$38.00	per hour	\$6,840.00
Concrete Compression Test (35 sets of 4 cylinders each)	140	\$15.00	each	\$2,100.00
Reinforcing Steel Observation (Senior Technician)	40	\$40.00	per hour	\$1,600.00
Trip Charge	50	\$25.00	per trip	\$1,250.00
Sub-Total, Concrete Testing =				\$11,790.00

Masonry Observation and Testing:

Item	Quantity	Unit Price	Units	Total
Masonry Technician (Observation, testing & pickup)	10	\$38.00	per hour	\$380.00
Reinforcing Steel Observation (Senior Technician)	5	\$40.00	per hour	\$200.00
Mortar Compression Test (2" x 2" Cubes)	6	\$12.00	each	\$72.00
Grout Prisms	6	\$15.00	each	\$90.00
C M U Prisms (3 per set)	1	\$250.00	per set	\$250.00
Trip Charge	4	\$25.00	per trip	\$100.00
Sub-Total, Masonry Testing =				\$1,092.00

Structural Steel Observation:

Item	Quantity	Unit Price	Units	Total
Welding Observation Services (CWI)	100	\$75.00	per hour	\$7,500.00
Trip Charge	20	\$25.00	per trip	\$500.00
Sub-Total, Structural Steel Observ				\$8,000.00



ARIAS & ASSOCIATES
Geotechnical • Environmental • Testing

**Proposal for Construction Materials Testing Services
New Administration Facility @ Stinson Municipal Airport
San Antonio, Texas**

Asphalt Testing Services:

Item	Quantity	Unit Price	Units	Total
Asphalt Concrete Technician	50	\$40.00	per hour	\$2,000.00
Molding/Density of Test Specimens	5	\$130.00	per set	\$650.00
Marshall/Hveem Stability Test	5	\$68.00	per set	\$340.00
Maximum Theoretical Density Test	5	\$68.00	per set	\$340.00
Asphalt Extraction/Gradation	5	\$129.00	each	\$645.00
Sub-Total, Asphalt Testing =				\$3,975.00

Professional Services:

Item	Quantity	Unit Price	Units	Total
Project Manager	50	\$60.00	per hour	\$3,000.00
Project Engineer	10	\$135.00	per hour	\$1,350.00
Administrative Processing	50	\$35.00	per hour	\$1,750.00
Project Review and Setup	1	\$100.00	each	\$100.00
Sub-Total, Professional Services =				\$6,200.00
TOTAL COST ESTIMATE =				\$48,679.00

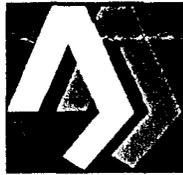
Rates for other services quoted on request

Exclusions:

- 1) Retest of failed density tests.

Notes:

Minimum call-out charge for technician and equipment is 3 hours. Minimum call-out charge for material sampling and/or sample pickup is 2 hours. Charges are accrued portal to portal. An overtime rate of 1.4 times the above quoted rates is applicable to time worked in excess of 8 hours per day Monday through Friday, hours worked after 6:00 p.m. and all hours worked on Saturday, Sunday, and holidays. Arias and Associates General Conditions apply to this proposal.



ARIAS & ASSOCIATES

Geotechnical • Environmental • Testing

Option No. 1

Arias & Associates, Inc. (A&A) is pleased to submit the following proposal for conducting asbestos consulting and air monitoring services required for the removal of asbestos containing materials (ACM) inside the referenced area at the referenced site. A&A proposes to provide the services of a Texas Department of State Health Services (DSHS) licensed Asbestos Project Manager/Air Monitoring Technician to collect air samples, assist in on-site compliance with regulatory requirements, prepare daily activity reports, and inspect containment structures.

A&A estimated that the abatement of the floor tile and mastic materials will take five (5) working days of eight (8) hours each to complete. The daily rate includes travel time to the job site and up to 5 air-monitoring cassettes per day. If the project takes longer than the projected number of days, additional daily rate and consulting fees, according to our schedule of fees below, would be charged without the need to revise this proposal. A closure report will be included at no charge. If the project does not last as long as anticipated, you will only be invoiced for the actual number of days or time worked.

Estimated fee:

Asbestos Abatement Work-Plan Lump sum	\$250
Individual Asbestos Consultant 5 hours @ \$75/hour	\$375
Air monitoring 5 days @ \$360/day	\$1,800
Estimated Total Fee	\$2,425

Your written authorization shall constitute acceptance of this proposal and the attached general conditions. Please return a signed copy of this proposal for our files. We will be glad to discuss this in more detail or answer any questions you may have.