

AN ORDINANCE 2007-03-29-0313

AUTHORIZING \$299,054.75, INCLUDING A CONTRACT UP TO \$124,345.00 WITH REHLER VAUGHN & KOONE, ARCHITECTS, INC., FOR THE DESIGN OF THE MIRAFLORES AT BRACKENRIDGE PARK IMPROVEMENTS PROJECT INCLUDING THE DESIGN OF A PEDESTRIAN BRIDGE CONNECTING BRACKENRIDGE PARK TO THE MIRAFLORES PROPERTY, AMERICANS WITH DISABILITIES ACT MODIFICATIONS, RESTORATION OF STRUCTURES, ART WORK, AND STONE FEATURES, LIGHTING AND ELECTRICAL WORK, AND OTHER ASSOCIATED AMENITIES.

* * * * *

WHEREAS, this ordinance selects an architectural firm to develop a master plan and design and construction documents for improvements to approximately 4.5 acres located on Hildebrand Avenue, just east of Brackenridge Park and west of the AT&T office building; and

WHEREAS, the scope of work will include a pedestrian bridge connecting Brackenridge Park to the Miraflores property, Americans with Disabilities Act (ADA) modifications in accordance with State and Federal guidelines, restoration of structures, art work, and stone features, lighting and electrical work, and other associated amenities; and

WHEREAS, the services provided by this architectural contract will address historic district design issues and parameters associated with this area as this property is within the River Improvement Overlay District.; and

WHEREAS, the firm of Rehler Vaughn & Koone Architects, Inc., a SBE firm, was selected by the Consultant Selection Committee as the best qualified of three respondents to the City solicitation; and

WHEREAS, during the design phase, the selected firm will provide presentations to various citizen groups, City staff, boards, commissions, and the San Antonio Conservation Society; and

WHEREAS, it is anticipated that the development of the master plan will begin in May 2007 and be completed in November 2007, the design and construction documents will begin in November 2007 and be completed in May 2008, and the construction of the project would begin in August 2008 and be completed in January 2009; **NOW THEREFORE:**

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

SECTION 1. Rehler Vaughn & Koone, Architects, Inc. is hereby selected to provide architectural design, construction plan and construction administration services in connection with the Miraflores at Brackenridge Park Improvements Project.

SECTION 2. The City Manager, or her designee, is hereby authorized to commence negotiations with said firm to reach an agreement on a contract for the fair and reasonable amount up to a total of \$124,345.00 for Professional Design/Architect services.

SECTION 3. If a contract can be negotiated corresponding in form and content to the standard contract used by the City of San Antonio for such services, and for the amount stated herein, then the City Manager, or her designee is hereby authorized to execute such contract without further City Council action. A copy of said contract in substantially final form is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 4. The amount of \$299,054.75 is appropriated in fund 76002000, Building Maintenance, Internal Order # 390000000558, GL account 6102100 Interfund Transfer out entitled Transfer to 26-00089-90-02. The amount of \$299,054.75 is authorized to be transferred to fund 40099000.

SECTION 5. The budget in fund 40099000, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, shall be revised by increasing WBS element 26-00089-90-02 entitled Trf Fr I/O# 390000000558, GL account 6101100 Interfund Transfer In, by the amount \$299,054.75.

SECTION 6. The amount of \$57,512.50 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, WBS element 26-00089-01-19-01, entitled Master Plan Fees, G/L Account 5201100, and is authorized to be encumbered and made payable to Rehler Vaughn & Koone, Architects, Inc., a SBE firm, for architectural master plans services.

SECTION 7. The amount of \$124,345.00 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, WBS element 26-00089-01-19-02, entitled Architect Fees, G/L Account 5201100, and is authorized to be encumbered and made payable to Rehler Vaughn & Koone, Architects, Inc., a SBE firm, for architectural services.

SECTION 8. The amount of \$12,434.00 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, WBS element 26-00089-01-19-03, entitled Architect Contingency, G/L Account 5201100, and is authorized to be encumbered and made payable for architectural contingencies

SECTION 9. The amount of \$64,082.00 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, WBS element 26-00089-01-19-04, entitled Archeology Fees, G/L Account 5201040, and is authorized to be encumbered and made payable for archeology fees.

SECTION 10. The amount of \$19,406.25 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, WBS element 26-00089-01-19-05, entitled Environmental Services, G/L Account 5201180, and is authorized to be encumbered and made payable for environmental services.

SECTION 11. The amount of \$16,275.00 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, WBS element 26-00089-01-19-06, entitled Civil Surveying Fees, G/L Account 5201040, and is authorized to be encumbered and made payable for civil surveying fees.

SECTION 12. The amount of \$5,000.00 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 26-00089, Miraflores at Brackenridge Park Improvements Project, WBS element 26-00089-01-10, entitled Bid Advertising and Printing, G/L Account 5203040, and is authorized to be encumbered and made payable for bid advertising and printing costs.

SECTION 13. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 14. This ordinance shall be effective on and after April 8, 2007.

PASSED AND APPROVED this 29th day of March, 2007.



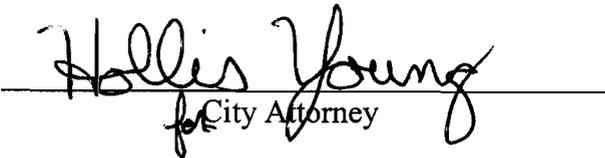
M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney

Agenda Voting Results

Name: Consent Agenda, except for 8, 14, 18, 41, 53, 57, 58C

Date: 03/29/07

Time: 02:10:52 PM

Vote Type: Multiple selection

Description:

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

**PROFESSIONAL SERVICES AGREEMENT
ARCHITECTURAL SERVICES**

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

CONTRACT FOR

**MIRAFLORES AT BRACKENRIDGE PARK IMPROVEMENTS
PROJECT NO. 26-00089**

This Agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City" and

**REHLER, VAUGHN, AND KOONE, INC. ARCHITECTS
745 E. Mulberry, Suite 601
San Antonio, Texas 78212**

Architect(s), duly licensed, and practicing under the laws of the State of Texas, hereinafter termed "Consultant", said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by said Consultant for architectural and/or engineering services hereinafter set forth in connection with the above designated Project for the City of San Antonio.

- I. The Consultant shall not commence work on this proposed Project until being thoroughly briefed on the scope of the project and has been notified in writing to proceed. The scope of the project and the Consultant's services required shall be reduced by the Consultant to a written summary of the scope meeting and included as a product of this Agreement. Should the scope subsequently change, either the Consultant or the City may request a review of the anticipated services, with an appropriate adjustment in fees.

The Consultant, in consideration for the compensation herein provided, shall render the following professional services necessary for the development of the Project to substantial completion, including plans and specifications, construction services and any special and general conditions and instructions to bidders as acceptable to the Director of Public Works, or his duly authorized representative, hereinafter termed "Director", subject to other provisions of this Agreement.

The Consultant shall be represented by a registered professional architect 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, pre-bid meetings, and pre-construction meetings.

All completed documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional architect.

II. COMPENSATION

2.1 The Total Fee for all services defined by this Agreement is to be a lump sum in the amount of **\$124,345.00** and it is agreed and understood that this amount will constitute full compensation to the Consultant. This amount has been approved and appropriated by the San Antonio City Council for

expenditure under this Agreement. Unless and until the City sees fit to make further appropriations, the obligation of the City to the Consultant for Total Fee in connection with this Agreement cannot and will not exceed the sum of **\$124,345.00** without further amendment to this Agreement.

2.2 For the purpose of establishing portion of the above fee for separate phases, the following percentage allocations of fee shall apply:

<u>PHASE</u>	<u>PERCENT OF TOTAL FEE</u>
Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	45%
Construction Phase	20%

2.1 The Consultant and the City acknowledge the fact that the Total Fee amount contained in paragraph 2.1 above has been established predicated upon the total estimated costs of services to be rendered under this Agreement. For additional services or if the scope of services is changed materially, compensation shall be in accordance with 1.1 above.

III. Method of Payments

3.1 Payment may be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

3.1.1 Schematic Design Phase - the total amount due the Consultant under the Schematic Design Phase shall be payable after approval and acceptance of this Phase by the City.

3.1.2 Design Development Phase - the total amount due the Consultant under the Design Development Phase shall be payable after approval and acceptance of this Phase by the City.

3.1.3 Construction and Bid Documents Phase - the total amount due the Consultant under the Construction Documents Phase shall be payable after the bid opening provided the low qualified bid is in conformance with Section II of the Agreement.

~~3.1.4~~ 3.1.4 Construction Phase - Payment during the Construction Phase will be made in monthly installments for this Phase in proportion to the construction work completed by the construction Contractor.

3.1.5 Final Payment - The final payment to be made by the City to the Consultant will be payable upon submission of the "Record Drawings". Consultant agrees to submit "Record Drawings" and final billing within 45 days of final acceptance of construction. Additionally, Consultant agrees to submit a statement of release with the final billing notifying the City that there are no further payments owed to the Consultant by the City beyond the final bill. Final billing shall indicate "Final Bill – no additional payments are due to Consultant".

IV. Scope of Services

The Consultant shall perform his obligations under this Agreement in four (4) Phases, namely, (A) the Schematic Design Phase, (B) the Design Development Phase, (C) the Construction Documents Phase, and (D) the Construction Phase as indicated in Consultant's Scope of Services attached and incorporated herein as Exhibit "1".

The Scope of Services shall be the Consultant's Proposal as revised in accordance with negotiations with the City and approval of the Director.

A. Schematic Design Phase

The Consultant shall:

1. Review the scope of work furnished by the City to ascertain the requirements of the Project and shall review the understanding of such requirements with the City. All field surveys (topography) necessary for the completion of the Plans and Specifications will be furnished by the City to the Consultant.
2. Provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations such as inflation, competitive market prices, negotiations, etc.
3. Review with the Director alternative approaches to design and construction of the Project.
4. Coordinate the proposed Project with all utility companies that may affect this Project and request the most current available records showing the location of utilities. Consultant shall identify particular problems and conflicts arising from existing utilities, which affect the Project and shall make recommendations with respect thereto. The Consultant shall document the status of each utility affecting the Project with a Memorandum of Record to be submitted with the Schematic Design Phase documents. The City will assist the Consultant in obtaining data and services requested of the utility companies by the Consultant after diligent effort has been made by the Consultant to no avail. The Consultant shall coordinate with the following utility companies:

City Public Service Board (Gas and Electric)
San Antonio Water System
Bexar Metropolitan Water District
Edwards Aquifer Authority
Time Warner Cable System
Southwestern Bell Telephone Company
Other utility companies which may be affected

Detailed measurements and surveys for exploration of utilities, if required, will be an additional service as provided in EXHIBIT "2".

5. Prepare for approval by the Director based on mutually agreed upon program and Project budget requirements, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of the Project alternatives.
6. Submit to the Director a Statement of Probable Construction Cost based on current area, volume or other unit costs.
7. Furnish the Director with three (3) hard copies and one electronic copy (in PDF format) of the Schematic Design Phase documents. Upon review of said documents, the Director will furnish to the Consultant, in writing, authority to proceed with the Design Development Phase on the alternatives selected from the Schematic Design Phase.
8. Plan and coordinate foundation investigations, soil borings, and other tests required for the design of the Project.

B. Design Development Phase

The Consultant shall:

1. Prepare for approval by the Director based on the approved program or Project budget, Design Development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical

systems, materials and such other elements as may be appropriate. Prepare and provide a Statement of Probable Construction Cost based on unit costs.

2. Attend three (3) citizens meetings and, as deemed necessary, meet with City officials.
3. Furnish the City Architect with three (3) hard copies and one electronic copy (in PDF format) of the Design Development documents. One (1) hard copy will be distributed to the Facility User, two (2) hard copies will be retained by the City Architect of which one red lined set will be returned to the Consultant, and one (1) electronic copy will be retained by the City Architect as a record. Upon review and approval of said documents, the Director will furnish to the Consultant, in writing, authority to proceed with the Construction Documents Phase.

C. Construction Documents Phase

The Consultant shall:

1. Furnish all data required by the City for the development of any applications or supporting documents for State or Federal Government permits, grants or planning advances, provided that such data shall not extend beyond that actually developed in the performance of other provisions of this Agreement.
2. Attend not more than three (3) citizens meetings and, as deemed necessary, meet with City officials.
3. Prepare detailed contract drawings and specifications, after authorization has been received from the Director to proceed with the Construction Documents Phase. These designs shall combine in all respects the applications of sound architectural principles with a high degree of economy.
 - a. Detailed specifications shall be developed as applicable, to the particular project.
 - b. A specimen copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to the Consultant by the Director for incorporation in the specifications of the proposed Project.
4. Prior to the actual printing of the final Construction Documents (plans, specifications and proposals) one (1) advance copy shall be submitted to the City Architect. Upon review and approval of said documents, the Consultant shall provide and submit same to the following:
 - a. City Architect's Office
 - 1 set of Plans and Specifications for City Architect
 - 1 set of Plans and Specifications for Building Maintenance
 - 1 set of Plans and Specifications for each utility
 - 1 set of Plans and Specifications for Department Director
 - b. Building and Inspections Department
 - 2 sets of Plans and Specifications
 - c. Plans and Records, Engineering Division, Public Works Department
 - 9 sets of Plans and Specifications
 - d. State Department of Licensing & Regulation
 - Architectural Barriers, Program Manager, E. O. Thompson
 - State Office Building, P. O. Box 12157
 - Austin, Texas 78711
 - 1 set of Plans and Specifications for review of State Handicapped Requirements
5. Advise the Director of any adjustments to previous Statements of Probable Construction Cost

indicated by changes in requirements or general market conditions.

6. Upon the direction of the City, issue Plans and Specifications for bidding purposes, receive and record plan deposits; prepare, issue and deliver all addenda required to perfect the bid documents; maintain a record of issuance and receipt of same; furnish to the City a statement that the Consultant has provided and all bidders have received the Plans and Specifications and any necessary addenda thereto prior to opening of the bids. Attend the Pre-Bid Conference as scheduled by the City to provide clarification and interpretation to bidders.

In consultation with the City set a charge for plans and specifications (bid documents) based on the cost of printing and handling, said charge to be assessed all bidders and vendors. Return of bid documents and any refund to be made will be in accordance with normal city policy.

Once the Construction Contract is signed, the successful bidder's document deposit along with all available sets of documents will be turned over to the contractor. Consultant shall provide to the City additional sets of contract documents as required for the successful bidder and subcontractors to use during the construction phase. The Consultant will then be reimbursed by the City for the cost of all document sets furnished to bidders for bid purposes and to the Contractor for construction purposes in accordance with Appendix "A".

7. Attend the formal opening of bids of the City Clerk and shall tabulate and furnish to the City an original and five (5) copies of the bid tabulation together with his recommendation regarding the award of the contract within 5 working days from the date of bid opening.
8. Consultant shall provide all documents to the City in the form as specified by the City which may include hard copies as well as electronic versions.

D. Construction Phase

The Consultant shall:

1. Attend a Pre-Construction Conference with the Representatives of the interested Departments.
2. Visit the site in intervals appropriate to the stage of construction or as otherwise agreed by the Consultant in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of such on site observations as a professional consultant, the Consultant should keep the City informed of the progress and quality of each major division of the work and shall endeavor to guard the City against defects and deficiencies in the work of the Contractor. The Consultant shall provide the City Architect a Memorandum Record of each jobsite visit and shall submit a Monthly Report to the City Architect, Capital Program Manager, Facility User, plus two additional copies as determined by the City. The Monthly Report shall include the status of the project, completed Contract Time Statement (City Form PW-19A), and information to indicate the progress and performance of the Contractor in accordance with the Contract Documents.
3. Review Contractor's building construction layout, specifically foundation elevations.
4. Not be responsible for 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.
5. The Consultant's efforts will be directed towards providing assurance for the City that the completed project will conform to the Plans and Specifications. The Consultant shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Plans and Specifications and the Contractor's contract. However, the Consultant shall report to the City any deficiencies in the work actually detected by the Consultant.
6. Submittals: Review and take other 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 cause no delay. Such reviews and approvals, or other actions, shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and program incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

7. Receive and review certificates of inspections, testing (to include field, laboratory, shop and mill testing of materials) and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents to determine generally that the results certified substantially comply with the Contract Documents which are submitted to him. The Consultant shall also recommend to the City special inspection or testing when deemed necessary to assure that materials, products, assemblages and equipment conform to the design concept and the Contract Documents.
8. Review and approve in concert with the City all colors, materials, fabrics, etc., relating to finishes required.
9. Review and approve in concert with the City equipment required to be submitted and tested by the Plans and Specifications for compliance with Project design and performance specifications.
10. Determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Monthly Estimates (and Final Estimate) and issue recommendations to the City for payment of such amounts as provided in the Contract Documents.

The issuance of a Recommendation For Payment shall constitute a representation by the Consultant to the City based on the Consultant's observations at the site as provided herein and in the data comprising the Contractor's Monthly Estimate (and Final Estimate), that the work has progressed to the point indicated; that to the best of the Consultant's knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Document upon substantial completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Recommendation For Payment); and that the Contractor is entitled to payment in the amount recommended. However, the issuance of a Recommendation For Payment shall not be representation that the Consultant has made an examination to ascertain how, and for what purpose the Contractor has used the monies paid on account of the contract sum.

11. Observe the initial start-up of the Project and the necessary performance tests required by the Specifications of any machinery or equipment installed in and made a part of the Project. The Consultant shall advise the City representatives if, in his opinion, the machinery or equipment is not operating properly.
12. 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, assist the City in consultation and discussions with the Contractor(s) concerning such deficiencies, and make recommendations as to replacements or corrections of the defective work.
13. After completion of the work, and before final payment to the Contractor, it shall be the City's responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The Consultant, after receiving this information shall provide "Record Drawings" in electronic format (both PDF and DWG format) to the Department of Public Works' Plans and Records office. Additionally, the City may require Consultant to transfer the information to a set of "Mylar" tracings as "Record Drawings" or documents for the City's permanent file. "Record Drawings" shall be provided by

Consultant at no additional cost to the City. The Consultant shall not be held liable for the information supplied him by the Contractor and/or City representative.

14. The City will require the Contractor to submit to the Consultant who shall assemble and deliver to the City all manufacturer's warranties or bonds, equipment maintenance and operating manuals, and similar data on materials and equipment incorporated in the Project as required by the Contract Document.
15. Develop, at the request of the City, any changes, alterations or modifications to the Project, which appear to be advisable and feasible, and in the best interest of the City. Such alterations shall appear on or be attached to the City's form "Change Order Request". A supply of these forms will be furnished to the Consultant by the City for this purpose. The Consultant shall obtain the Contractor's acceptance of the proposed alteration prior to submitting it to the City for its approval. No work shall be authorized to be done by the Contractor prior to receipt of the City's approval of the "Change Order Request".

V. Period of Service

- A. The Consultant shall complete the various phases of work under Section IV of this Agreement. If, upon review of phase work, corrections, modifications, alterations, or additions are required of the Consultant, these items shall be completed by the Consultant before that phase is approved.
- B. Upon acceptance and approval of the Schematic Design, Design Development, or Construction Documents Phases, the Director will authorize in writing the Consultant to proceed with the next appropriate phase of work. However, the City may elect to discontinue the Consultant's effort at the end of any phase for any reason. However, if circumstance dictates, the Director may make adjustments to complete the required design.
- C. The Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant shall be significantly extended under this provision, Consultant may give written notice thereof to the City stating the reason for such extension and the actual or estimated time thereof.
- D. This Agreement shall remain in force for a period, which may reasonably be required for the design, award of the contract, and construction of the Project including any extra work and any required extensions thereto unless discontinued as provided for elsewhere in this Agreement.

VI. Coordination with the City.

- A. The Consultant shall hold periodic conferences with the Director or his representatives to the end that the Project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Consultant in this coordination, the City shall make available for the Consultant's use in planning and designing the Project all existing plans, maps, statistics, computations and other data in its possession relative to existing facilities and to this particular Project at no cost to the Consultant. However, any and all such information shall remain the property of the City and shall be returned if instructed to do so by the Director.
- B. The Director will act on behalf of the City with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Consultant's services.

- C. The City will give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Consultant's services, in the work of the Contractor, or any development that affects the scope or timing of the Consultant's services.
- D. The City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project. The Consultant will provide the City reasonable assistance in connection with such approvals and permits such as the furnishing of data compiled by the Consultant pursuant to other provisions of the Agreement, but shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

VII. Revisions to Drawings and Specifications

The Consultant shall make without expense to the City such revisions to the Schematic Design Phase drawings, reports or other documents as may be required to meet the needs of the City which are within the Scope of the Project, but after the approval of the Schematic Design Phase any revisions, additions, or other modifications made at the City's request which involves extra services and expenses to the Consultant shall be subject to additional compensation to the Consultant for such extra services and expenses.

The Director may require the Consultant to revise the drawings and specifications, at no cost to the City, if the lowest bona fide bid is in excess of fifteen percent (15%) of the amount of the fixed limit or the Design Development Phase cost estimate as submitted by the Consultant, and accepted by the City.

VIII. Ownership of Documents

All documents including the original drawings, estimates, specifications, and data, will remain the property of the Consultant as instruments of service. However, it is to be understood that the City shall have free access to all such information with the right to make and retain copies of drawings and all other documents and data. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk and without liability or legal exposure to Consultant.

IX. Termination and/or Suspension of Work

A. Right of Either Party to Terminate

This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement.

The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party. Upon receipt of such written notice of termination, the party in receipt shall have a period of ten (10) days to cure any failure to perform under this Agreement. Upon the completion of such ten-day period commencing upon receipt of notice of termination, if such party has not cured any failure to perform, such termination shall become effective.

B. Right of City to Terminate

The City of San Antonio reserves the right to terminate this Agreement for reasons other than substantial failure by the Consultant to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant is then currently working, whichever effective termination date occurs first.

C. Right of City to Suspend Giving Rise to Right of Consultant to Terminate

The City of San Antonio reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a signed, written notice of suspension (citing this paragraph) which shall outline the reasons for the suspension and the duration of the suspension but in no way will guarantee the total number of days of suspension. Such suspension shall take effect immediately upon receipt of said notice of suspension by the Consultant (effective date of suspension).

The Consultant is hereby given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) days. Consultant may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the City after the expiration of one hundred twenty (120) days from the effective date of the suspension. Termination (under this paragraph) shall become effective immediately upon receipt of said written notice by the City.

D. Procedures Consultant to follow upon Receipt of Notice of Termination

Upon receipt of a notice of termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant shall immediately begin the phase-out and the discontinuance of 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. Within thirty (30) days after receipt of such notice of termination (unless Consultant has successfully cured a failure to perform) the Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. The City shall have the option to grant an extension to the time period for submittal of such statement.

Copies of all completed or partially completed specifications and reproducible of all completed or partially completed designs and plans prepared under this Agreement prior to the effective date of termination shall be delivered to the City, in the form requested by the City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in IX above.

Upon the above conditions being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less previous payments of the fee.

Failure of the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Agreement.

E. Procedures Consultant to Follow upon Receipt of Notice of Suspension

1. Upon receipt of written notice of suspension, which date shall also be the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, 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.

Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

Copies of all completed or partially completed designs, plans and specifications 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 the Consultant until such time as Consultant may exercise the right to terminate.

2. In the event that Consultant exercises the right to terminate thirty (30) days after the effective suspension date, within thirty (30) days after receipt by the City of Consultant's notice of termination, Consultant shall submit the above referenced statement showing in detail the

services performed under this Agreement prior to the effective date of suspension.

Additionally, any documents prepared in association with this Agreement shall be delivered to the City as a pre- condition to final payment.

Upon the above conditions being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less previous payments of the fee.

The City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty on the part of the City. To this end, Consultant understands that failure of Consultant to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by the Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

X Consultant's Warranty

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he has not for the purpose of soliciting or securing this Agreement paid or agreed to pay any company or person, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, the City shall have the right to terminate this Agreement under the provisions of VIII above.

XI. Equal Employment Opportunity/Minority Business Advocacy

- A. Consultant shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Consultant agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.
- B. Consultant hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small ("SBE"), women ("WBE"), handicapped and minority-owned business ("MBE") enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by City. This policy and its implementation are known as the Small Business Economic Development Advocacy Program (hereinafter referred to as "SBEDA Program").
- C. Consultant agrees to implement the plan submitted in Consultant's response to City's Request for Interest Statement under the SBEDA Program for Small, Minority and Women-owned Business Participation in this Agreement, thereby meeting the percentages for participation of those groups as submitted therein. Consultant agrees to be in full compliance with this article by meeting the percentages for participation of those groups as submitted therein. Consultant agrees to be in full compliance with this article by meeting the percentages listed in Consultant's Interest Statement no later than 60 days from the date of execution of this Agreement, and to remain in compliance throughout the term of this Agreement. Consultant further agrees to continue to make every effort to utilize businesses for subcontracting and supplying during the duration of this Agreement, as may be approved pursuant to this Agreement, that will meet the percentages submitted in Consultant's Interest Statement. Changes in contract value by changes in work orders, Agreement amendments, or use of contract alternatives, which result in an increase in the value of the Agreement by 10% or greater require the Consultant to increase its use of business enterprises described in this section, if such is necessary to maintain the same percentages as exist in Consultant's Interest Statement. However, the delegation of any duties hereunder by any means must be approved by City as stated herein.

- D. Consultant shall maintain records showing all contracts, subcontracts, and supplier awards to SBE/MBE/WBE's. Consultant shall submit annual reports to City's Department of Economic Development, identifying the above activity and other efforts at increasing SBE/MBE/WBE participation in the Agreement. Further, such records shall be open to inspection by City or its authorized agent at all reasonable times. Should City find that Consultant is not in compliance with this article, City shall give notice of non-compliance to Consultant. Consultant shall have 30 calendar days to correct any and all deficiencies in compliance with this article. Failure to comply with this article and/or to correct any deficiencies within the time allotted shall be considered a material breach of this Agreement and may subject Consultant to any of the penalties listed in City of San Antonio Ordinance No. 96754, at City's option. Further, such failure may be considered a default for which City may terminate this Agreement in accordance with Article VIII, Termination.
- E. Consultant shall appoint a representative of its company to administer and coordinate its efforts to carry out these requirements.
- F. In all events, Consultant shall comply with the City's Small, Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 96754, and the amendments thereto. Said ordinances are incorporated herein for all purposes, as if fully set forth herein.
- G. It is City's understanding, and this Agreement is made in reliance thereon, that Consultant, in the performance of services required hereunder, will use the subcontractor(s) listed in its response to City's Request for Interest Statement.

XII. Assignment or Transfer of Interest

The Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of the City.

XIII. Insurance requirements

- A. Prior to the commencement of any work under this Agreement, Consultant shall furnish a completed Certificate of Insurance to the Contract Section of the City's Public Works Department and City Architect's Office, 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, and which shall furnish and contain all required information referenced or indicated thereon. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City's Public Works Department and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.
- B. The City reserves the right to review the insurance requirements of this section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.
- C. A Consultant's financial integrity is of interest to the City, therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the 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 except professional liability basis, by companies authorized and admitted to do business in the State of Texas and rated A - or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

INSURANCE REQUIREMENTS:	
1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (Public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors* c. Products/completed operations d. Personal Injury e. Contractual Liability f. Explosion, collapse, underground* g. Broad form property damage, to include fire legal liability*	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$50,000
3. Business Automobile Liability* a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
4. Professional Liability (Claims Made Form)	\$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 act, malpractice, error or omission in professional services.
* If Applicable	
** Alternate Plans Must Be Approved by Risk Management	

- D. 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 Section 12.6 herein within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.
- E. 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 the 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 the 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 the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

- F. 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 the 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. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Public Works Department,
Contract Services
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Office of the City Architect
P.O. Box 839966
San Antonio, Texas 78283-3966

- G. If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the 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 the City is an alternative to other remedies the 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 the 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, the 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. (Note: This is not applicable to Tenants.)
1. 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.
 2. It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

XIV. INDEMNIFICATION

- A. **Consultant, whose work product is the subject of this Agreement for professional services, agrees to INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES HARMLESS** against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including 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 CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES** while in the exercise of performance of the rights or duties under this AGREEMENT. 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 CONSULTANT 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- B. **Consultant shall advise City in writing within 24 hours of any claim or demand against City or Consultant, known to Consultant, related to or arising out of Consultant's activities under this Agreement.**

- C. **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 otherwise, to any other person or entity.**
- D. **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 designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, subcontractors, and agents.**

XV. Severability

If for any reason, any one or more paragraphs of this Agreement are held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its operations to the specific section, sentences, clauses or parts of this Agreement held invalid and invalidity of any section, sentence, clause or parts of this Agreement in any one or more instance shall not affect or prejudice in any way the validity of this Agreement in any other instance.

XVI. Estimates of Cost

Since the Consultant has no control over the cost of labor, materials or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry but the Consultant cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable Cost prepared by Consultant.

XVII. Interest in City Contracts Prohibited

No officer or employee of the City shall have a financial interest, directly or indirectly, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, the SAWS, and other City boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on city projects.

XVIII. Conflicts of Interest Disclosure

All Consultants must disclose if they are associated in any manner with a City Official or employee in a business venture or business dealings. Failure to do so will constitute a violation of the City's Ethics Ordinance (#76933). To be "associated" in a business venture or business dealings includes being in a partnership or joint venture with the officer or employee, having a contract with the officer or employee, being joint owners of a business, owning at least 10% of the stock in a corporation in which a city officer or employee also owns at least 10%, or having an established business relationship as client or customer.

XIX. Standard of Care

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000 has jurisdiction over individuals licensed under Title 22 of the Texas Administrative Code.

XX. Entire Agreement

This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant

IN WITNESS WHEREOF, the City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager, or designee, acting by the hand of **KIMBERLEY M. WOLF** thereunto authorized **VICE-PRESIDENT**, does now sign, execute and deliver this document.

Executed on this _____ day of _____, A. D. _____.

CITY OF SAN ANTONIO

CONSULTANT

REHLER VAUGHN & KOONE, INC.

CITY MANAGER

KIMBERLEY M. WOLF, VICE-PRESIDENT

CITY CLERK

DATE

APPROVED:

CITY ATTORNEY

EXHIBIT 1

EXHIBIT 1

For this attachment, the Consultant shall fully describe services to be provided in the four (4) Phases, namely, (A) the Schematic Design Phase, (B) the Design Development Phase, (C) the Construction Documents Phase, and (D) the Construction Phase. This should be a fully negotiated scope of services, not a proposal.

EXHIBIT 2

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

The fees as described in Article II this Agreement for the Schematic Design, Design Development, Construction Documents, and Construction Phases of the Project shall provide compensation to the Consultant for all services specified under this Agreement to be performed by Consultant for all services specified under this Agreement to be performed by Consultant or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the Director or his representative are set forth as follows:

- A. The basis for compensation for additional services may be in one or more of the following forms:
1. \$100.00 per hour for testimony of principals.
 2. Salary cost times a multiplier of 2.5 with a stated maximum not to be exceeded, other than testimony of principals.
 3. Reimbursement of non-labor expense and subcontract expense at invoice cost plus a 15% service charge.
 4. Lump sum.
 5. Lump sum per item of work.
- B. Examples of additional services (not all inclusive).
1. Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the Project including the preparation of architectural data and reports.
 2. Preparation of applications and supporting documents for Governmental grants, loans or advances in connection with the Project; Preparation or review of environmental assessment and impact statements; Review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approval of authorities having jurisdiction over the anticipated environmental impact of the Project.
 3. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Consultant.
 4. Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction, when requested by the City.
 5. Providing detailed information of:
 - a. Owning, operation, maintenance and overhead costs of material and equipment, or
 - b. Quantity surveys of material, equipment and labor, or
 - c. Inventories of material and equipment, or
 - d. Detailed Construction cost estimates, or
 - e. Investigations, surveys, valuations, inventories or detailed appraisals of facilities, construction and/or services not required by the Base Contract.

6. Providing Value Engineering during the course of design.
7. Preparation of feasibility studies not required in the Base Contract.
8. Cash flow and economic evaluations, rate schedules and appraisals.
9. Audit or inventories required in connection with construction performed by the City.
10. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
11. Services during out of town travel required of consultants.
12. Additional services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of Contractor(s).
 - c. Failure of performance of Contractor(s).
 - d. Acceleration of the progress schedule required by the City involving services beyond normal working hours.
 - e. The completion date of the construction contract being extended beyond the original completion date.
 - f. Default by Contractor(s).
13. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
14. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
15. Services after completion of the construction phase, such as inspections during any guaranteed period and reporting observed discrepancies under guarantee called for in any contract for the Project.
16. Providing services of Geotechnical Engineering Firm to perform test borings and other soil or foundation investigations and related analysis.
17. Providing the services of material testing laboratory for detailed mill, shop and/or laboratory inspection of materials or equipment.
18. Additional copies of contract documents, review documents, bidding documents, reports, drawings and specifications over the number specified in the Base Contract.
19. Providing photographs, renderings or models for City use.
20. Providing services of aerial mapping firm.
21. Providing services to investigate existing conditions or facilities or to make measured drawings thereof or to verify the accuracy of drawings or other information furnished by the City.

22. Providing services for exploration of utilities to include detailed measurements, surveys and verification of information provided by City and/or utility companies.
23. Providing services in connection with the work of a construction manager or separate consultants retained by the City.
24. Providing interior design and other similar services required for or in connection with selection, procurement or installation of furniture, furnishings and related equipment.
25. Preparing drawings, specifications and supporting data and providing other services in connection with Field Alteration Requests to the extent that the adjustment in the basic compensation resulting from the adjusted construction cost is not commensurate with the services required of the Consultant, provided such Field Alteration Requests are required by causes not solely within the control of the Consultant.
26. Providing services of Consultants for other than the normal architectural, engineering, structural, mechanical, civil and electrical services for the Project.
27. Providing other services not otherwise included in this Agreement which are not customarily furnished in accordance with generally accepted architectural practice.

C. Field Alterations:

1. Compensation through the Construction Documents Phase for all Field Alterations that have been deemed fee eligible, shall be invoiced separately based upon the approved cost of the Field Alteration(s) times the percent fee factor as determined by the amount of the Contract award times 80 percent. The remaining 20 percent fee due for the Construction Phase will be automatically included when the final in-place cost of the project is determined and the Consultant submits the final invoice for the Construction Phase of the completed and accepted Project.
2. Compensation for Field Alterations that have been deemed fee eligible whose net amount involved a combination of increases and decreases in contract cost shall be based on the amount of the increase in accordance with C.1. above.
3. Compensation for Field Alterations that have been deemed fee eligible reflecting only a deduction in contract cost shall be negotiated.
4. Compensation for Field Alterations not covered by C.1., 2., or 3. are to be negotiated.

D. Fee Eligible

1. Fee eligible as it relates to Field Alterations is defined as requiring significant architectural and/or engineering effort to compute and document the work effort reflected by the Field Alteration. Determination of "Fee Eligible" shall be made by the City Architect.

E. Salary Cost

1. Salary cost is defined as the cost of salaries of architects, engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc. for time directly chargeable to the Project, plus customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation and holiday pay applicable thereto.

F. Principals of the Consulting Firm

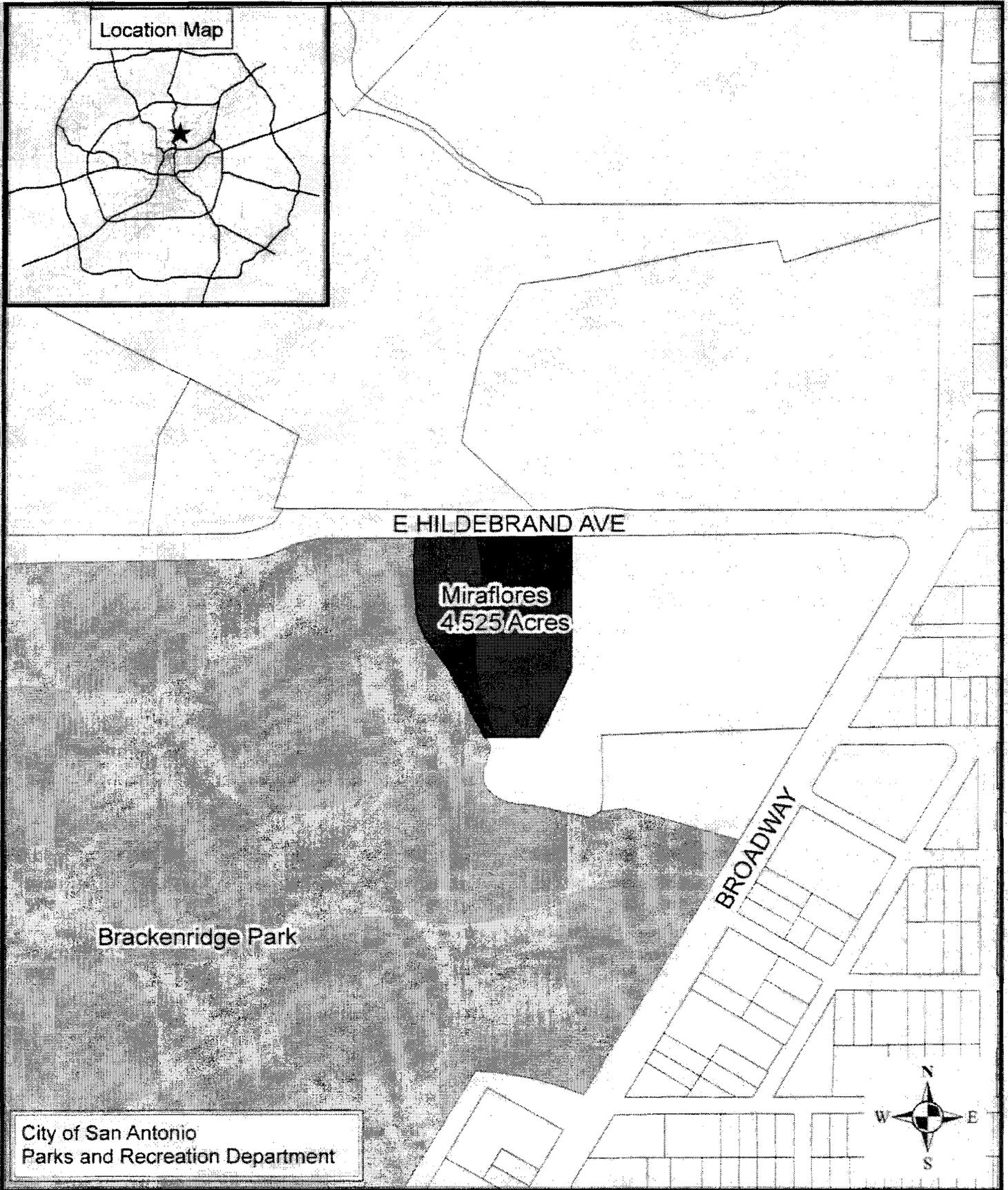
1. For the purpose of this provision, the Principals of the Consulting Firm and their total hourly charge will be as follows, except as stated previously for testimony as expert witnesses:

KIMBERLEY M. WOLF

\$150.00 per hour

Site Map

Miraflores at Brackenridge Park



San Antonio Parks and Recreation Department

Contract/Agreement Routing Slip

Date: June 12, 2007

RE: Ordinance 2007-03-29-0313 Passed and Approved March 29, 2007

SIGNATURES:

1. City Attorney Office
Attn: Steve Whitworth
Please sign
After signature, please forward to: Initial: SW

2. Frances A. Gonzalez, Assistant City Manager
Please sign
After signature, please forward to: Initial: FW

3. Leticia M. Vacek, City Clerk
Please sign and return all originals to:
(One will be returned for your files) Initial: LV 6/12/07

4. Parks and Recreation Department, Municipal Plaza Bldg. 11th Floor
Attn: Molly Lendman

Comments: Execution of Professional Services Agreement with Rehler, Vaughn, and Koone, Inc. Architects for Miraflores at Brackenridge Park Improvements Project.

Please call Molly Lendman at 207-8393 if you have any questions. *Thank you.*

**City of San Antonio
Parks and Recreation Department**

Interdepartmental Correspondence Sheet

TO: Frances A. Gonzalez, Assistant City Manager

FROM: Malcolm Matthews, Director of Parks and Recreation

COPIES: File

SUBJECT: Signature Request – Execution of Professional Services Agreement with Rehler, Vaughn, and Koone, Inc. Architects for Miraflores at Brackenridge Park Improvements Project

DATE: June 12, 2007

Attached is a professional services agreement with Rehler, Vaughn, and Koone, Inc. Architects for Miraflores at Brackenridge Park Improvements Project, which requires your signature.

This agreement was authorized by City Council through Ordinance 2007-03-29-0313 on March 29, 2007.

Please call me if you need additional information.


Malcolm Matthews
Director of Parks and Recreation

MM:ml

services requested of the utility companies by the Consultant after diligent effort has been made by the Consultant to no avail. The Consultant shall coordinate with the following utility companies:

City Public Service Board (Gas and Electric)
San Antonio Water System
Bexar Metropolitan Water District
Edwards Aquifer Authority
Time Warner Cable System
Southwestern Bell Telephone Company
Other utility companies which may be affected

Detailed measurements and surveys for exploration of utilities, if required, will be an additional service as provided in EXHIBIT "2".

5. Prepare for approval by the Director based on mutually agreed upon program and Project budget requirements, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of the Project alternatives.
6. Submit to the Director a Statement of Probable Construction Cost based on current area, volume or other unit costs.
7. Furnish the Director with three (3) hard copies and one electronic copy (in PDF format) of the Schematic Design Phase documents. Upon review of said documents, the Director will furnish to the Consultant, in writing, authority to proceed with the Design Development Phase on the alternatives selected from the Schematic Design Phase.
8. Plan and coordinate foundation investigations, soil borings, and other tests required for the design of the Project.

C. Design Development Phase

The Consultant shall:

1. Prepare for approval by the Director based on the approved program or Project budget, Design Development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Prepare and provide a Statement of Probable Construction Cost based on unit costs.
2. Attend three (3) citizens meetings and, as deemed necessary, meet with City officials.
3. Furnish the City Architect with three (3) hard copies and one electronic copy (in PDF format) of the Design Development documents. One (1) hard copy will be distributed to the Facility User, two (2) hard copies will be retained by the City Architect of which one red lined set will be returned to the Consultant, and one (1) electronic copy will be retained by the City Architect as a record. Upon review and approval of said documents, the Director will furnish to the Consultant, in writing, authority to proceed with the Construction Documents Phase.

D. Construction Documents Phase

The Consultant shall:

1. Furnish all data required by the City for the development of any applications or supporting documents for State or Federal Government permits, grants or planning advances, provided that such data shall not extend beyond that actually developed in the performance of other provisions of this Agreement.
2. Attend not more than three (3) citizens meetings and, as deemed necessary, meet with City officials.

IV. Scope of Services

Jo
KW *the* *RWD*

The Consultant shall perform his obligations under this Agreement in five (5) Phases, namely, (A) the Basic Master Planning Phase, (B) Schematic Design Phase, ~~(C) the Design Development Phase~~, (D) the Construction Documents Phase, and (E) the Construction Phase as indicated in Consultant's Scope of Services attached and incorporated herein as Exhibit "1".

The Scope of Services shall be the Consultant's Proposal as revised in accordance with negotiations with the City and approval of the Director.

A. Basic Master Planning Phase

The Consultant shall:

1. Preliminary Site Investigation and Analysis – inventory existing conditions specific to the site as well as external factors affecting the site. Assist in the development of objectives for the site. Prepare a diagrammatic site plan illustrating the site's character, its major problems and its potential. The various sculptures will be studied and the existing buildings and entry portal will be assessed. Look at aerial photographs from the 1930's to see what features might be buried in the silt.

During the Master Plan Phase, the consultant will be collecting supplemental data concerning the project site including field survey, environmental assessment of the natural resources along the river, current master plan documents for Brackenridge Park and an archeological survey and assessment in compliance with requirements of the State Historic Preservations Office.

2. Conceptual Plan – Based on the approved site analysis, will prepare a more detailed study showing the general mix, scale and density of the development. Pedestrian circulation and a bridge from Brackenridge Park will be developed.
3. Master Plan – Based on the approved conceptual plan, will prepare the master plan defining the proposed uses and circulation patterns. Phasing will also be addressed.
4. Renderings – will prepare full color rendering/s of the entire site or selected views of portions of the site for presentation to the various COSA boards, neighborhoods groups, and user groups.

The Master Plan will be submitted to the City of San Antonio six months from the issued Notice to Proceed from the City.

B. Schematic Design Phase

The Consultant shall:

1. Review the scope of work furnished by the City to ascertain the requirements of the Project and shall review the understanding of such requirements with the City. All field surveys (topography) necessary for the completion of the Plans and Specifications will be furnished by the City to the Consultant.
2. Provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations such as inflation, competitive market prices, negotiations, etc.
3. Review with the Director alternative approaches to design and construction of the Project.
4. Coordinate the proposed Project with all utility companies that may affect this Project and request the most current available records showing the location of utilities. Consultant shall identify particular problems and conflicts arising from existing utilities, which affect the Project and shall make recommendations with respect thereto. The Consultant shall document the status of each utility affecting the Project with a Memorandum of Record to be submitted with the Schematic Design Phase documents. The City will assist the Consultant in obtaining data and

expenditure under this Agreement. Unless and until the City sees fit to make further appropriations, the obligation of the City to the Consultant for Total Fee in connection with this Agreement cannot and will not exceed the sum of **\$181,857.50** without further amendment to this Agreement.

2.2 For the purpose of establishing portion of the above fee for separate phases, the following percentage allocations of fee shall apply:

<u>PHASE</u>	<u>PERCENT OF TOTAL FEE</u>
Basic Master Plan Phase	100%
Schematic Design Phase	15% <i>35% KHW RWD Jo</i>
Design Development Phase	20%
Construction Documents Phase	45%
Construction Phase	20%

KHW RWD Jo

2.1 The Consultant and the City acknowledge the fact that the Total Fee amount contained in paragraph 2.1 above has been established predicated upon the total estimated costs of services to be rendered under this Agreement. For additional services or if the scope of services is changed materially, compensation shall be in accordance with 1.1 above.

III. Method of Payment

3.1 Payment may be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

3.1.1 Preliminary Site Investigation; Analysis; Conceptual Plan; Master Plan; Renderings

3.1.2 Schematic Design Phase - the total amount due the Consultant under the Schematic Design Phase shall be payable after approval and acceptance of this Phase by the City.

~~3.1.3 Design Development Phase - the total amount due the Consultant under the Design Development Phase shall be payable after approval and acceptance of this Phase by the City.~~

3.1.4 Construction and Bid Documents Phase - the total amount due the Consultant under the Design Development Phase shall be payable after the bid opening provided the low qualified bid is in conformance with Section II of the Agreement.

3.1.5 Construction Phase - Payment during the Construction Phase will be made in monthly installments for this Phase in proportion to the construction work completed by the construction Contractor.

3.1.6 Final Payment - The final payment to be made by the City to the Consultant will be payable upon submission of the "Record Drawings". Consultant agrees to submit "Record Drawings" and final billing within 45 days of final acceptance of construction. Additionally, Consultant agrees to submit a statement of release with the final billing notifying the City that there are no further payments owed to the Consultant by the City beyond the final bill. Final billing shall indicate "Final Bill - no additional payments are due to Consultant".

PROFESSIONAL SERVICES AGREEMENT

ARCHITECTURAL SERVICES

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

CONTRACT FOR

**MIRAFLORES AT BRACKENRIDGE PARK IMPROVEMENTS
PROJECT NO. 26-00089**

This Agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City" and

**REHLER, VAUGHN, AND KOONE, INC. ARCHITECTS
745 E. Mulberry, Suite 601
San Antonio, Texas 78212**

Architect(s), duly licensed, and practicing under the laws of the State of Texas, hereinafter termed "Consultant", said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by said Consultant for architectural and/or engineering services hereinafter set forth in connection with the above designated Project for the City of San Antonio.

- I. The Consultant shall not commence work on this proposed Project until being thoroughly briefed on the scope of the project and has been notified in writing to proceed. The scope of the project and the Consultant's services required shall be reduced by the Consultant to a written summary of the scope meeting and included as a product of this Agreement. Should the scope subsequently change, either the Consultant or the City may request a review of the anticipated services, with an appropriate adjustment in fees.

The Consultant, in consideration for the compensation herein provided, shall render the following professional services necessary for the development of the Project to substantial completion, including plans and specifications, construction services and any special and general conditions and instructions to bidders as acceptable to the Director of Public Works, or his duly authorized representative, hereinafter termed "Director", subject to other provisions of this Agreement.

The Consultant shall be represented by a registered professional architect 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, pre-bid meetings, and pre-construction meetings.

All completed documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional architect.

II. COMPENSATION

2.1 The Total Fee for all services defined by this Agreement is to be a lump sum in the amount of **\$181,857.50** and it is agreed and understood that this amount will constitute full compensation to the Consultant. This amount has been approved and appropriated by the San Antonio City Council for

3. Prepare detailed contract drawings and specifications, after authorization has been received from the Director to proceed with the Construction Documents Phase. These designs shall combine in all respects the applications of sound architectural principles with a high degree of economy.
 - a. Detailed specifications shall be developed as applicable, to the particular project.
 - b. A specimen copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to the Consultant by the Director for incorporation in the specifications of the proposed Project.
4. Prior to the actual printing of the final Construction Documents (plans, specifications and proposals) one (1) advance copy shall be submitted to the City Architect. Upon review and approval of said documents, the Consultant shall provide and submit same to the following:
 - a. City Architect's Office
 - 1 set of Plans and Specifications for City Architect
 - 1 set of Plans and Specifications for Building Maintenance
 - 1 set of Plans and Specifications for each utility
 - 1 set of Plans and Specifications for Department Director
 - b. Building and Inspections Department
 - 2 sets of Plans and Specifications
 - c. Plans and Records, Engineering Division, Public Works Department
 - 9 sets of Plans and Specifications
 - d. State Department of Licensing & Regulation
 - Architectural Barriers, Program Manager, E. O. Thompson
 - State Office Building, P. O. Box 12157
 - Austin, Texas 78711
 - 1 set of Plans and Specifications for review of State Handicapped Requirements
5. Advise the Director of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
6. Upon the direction of the City, issue Plans and Specifications for bidding purposes, receive and record plan deposits; prepare, issue and deliver all addenda required to perfect the bid documents; maintain a record of issuance and receipt of same; furnish to the City a statement that the Consultant has provided and all bidders have received the Plans and Specifications and any necessary addenda thereto prior to opening of the bids. Attend the Pre-Bid Conference as scheduled by the City to provide clarification and interpretation to bidders.

In consultation with the City set a charge for plans and specifications (bid documents) based on the cost of printing and handling, said charge to be assessed all bidders and vendors. Return of bid documents and any refund to be made will be in accordance with normal city policy.

Once the Construction Contract is signed, the successful bidder's document deposit along with all available sets of documents will be turned over to the contractor. Consultant shall provide to the City additional sets of contract documents as required for the successful bidder and subcontractors to use during the construction phase. The Consultant will then be reimbursed by the City for the cost of all document sets furnished to bidders for bid purposes and to the Contractor for construction purposes in accordance with Appendix "A".
7. Attend the formal opening of bids of the City Clerk and shall tabulate and furnish to the City an original and five (5) copies of the bid tabulation together with his recommendation regarding the award of the contract within 5 working days from the date of bid opening.

8. Consultant shall provide all documents to the City in the form as specified by the City which may include hard copies as well as electronic versions.

E. Construction Phase

The Consultant shall:

1. Attend a Pre-Construction Conference with the Representatives of the interested Departments.
2. Visit the site in intervals appropriate to the stage of construction or as otherwise agreed by the Consultant in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of such on site observations as a professional consultant, the Consultant should keep the City informed of the progress and quality of each major division of the work and shall endeavor to guard the City against defects and deficiencies in the work of the Contractor. The Consultant shall provide the City Architect a Memorandum Record of each jobsite visit and shall submit a Monthly Report to the City Architect, Capital Program Manager, Facility User, plus two additional copies as determined by the City. The Monthly Report shall include the status of the project, completed Contract Time Statement (City Form PW-19A), and information to indicate the progress and performance of the Contractor in accordance with the Contract Documents.
3. Review Contractor's building construction layout, specifically foundation elevations.
4. Not be responsible for 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.
5. The Consultant's efforts will be directed towards providing assurance for the City that the completed project will conform to the Plans and Specifications. The Consultant shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Plans and Specifications and the Contractor's contract. However, the Consultant shall report to the City any deficiencies in the work actually detected by the Consultant.
6. Submittals: Review and take other 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 cause no delay. Such reviews and approvals, or other actions, shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and program incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.
7. Receive and review certificates of inspections, testing (to include field, laboratory, shop and mill testing of materials) and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents to determine generally that the results certified substantially comply with the Contract Documents which are submitted to him. The Consultant shall also recommend to the City special inspection or testing when deemed necessary to assure that materials, products, assemblages and equipment conform to the design concept and the Contract Documents.
8. Review and approve in concert with the City all colors, materials, fabrics, etc., relating to finishes required.
9. Review and approve in concert with the City equipment required to be submitted and tested by the Plans and Specifications for compliance with Project design and performance specifications.
10. Determine the amounts owing to the Contractor based on observations at the site and on

evaluations of the Contractor's Monthly Estimates (and Final Estimate) and issue recommendations to the City for payment of such amounts as provided in the Contract Documents.

The issuance of a Recommendation For Payment shall constitute a representation by the Consultant to the City based on the Consultant's observations at the site as provided herein and in the data comprising the Contractor's Monthly Estimate (and Final Estimate), that the work has progressed to the point indicated; that to the best of the Consultant's knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Document upon substantial completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Recommendation For Payment); and that the Contractor is entitled to payment in the amount recommended. However, the issuance of a Recommendation For Payment shall not be representation that the Consultant has made an examination to ascertain how, and for what purpose the Contractor has used the monies paid on account of the contract sum.

11. Observe the initial start-up of the Project and the necessary performance tests required by the Specifications of any machinery or equipment installed in and made a part of the Project. The Consultant shall advise the City representatives if, in his opinion, the machinery or equipment is not operating properly.
12. 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, assist the City in consultation and discussions with the Contractor(s) concerning such deficiencies, and make recommendations as to replacements or corrections of the defective work.
13. After completion of the work, and before final payment to the Contractor, it shall be the City's responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The Consultant, after receiving this information shall provide "Record Drawings" in electronic format (both PDF and DWG format) to the Department of Public Works' Plans and Records office. Additionally, the City may require Consultant to transfer the information to a set of "Mylar" tracings as "Record Drawings" or documents for the City's permanent file. "Record Drawings" shall be provided by Consultant at no additional cost to the City. The Consultant shall not be held liable for the information supplied him by the Contractor and/or City representative.
14. The City will require the Contractor to submit to the Consultant who shall assemble and deliver to the City all manufacturer's warranties or bonds, equipment maintenance and operating manuals, and similar data on materials and equipment incorporated in the Project as required by the Contract Document.
15. Develop, at the request of the City, any changes, alterations or modifications to the Project, which appear to be advisable and feasible, and in the best interest of the City. Such alterations shall appear on or be attached to the City's form "Change Order Request". A supply of these forms will be furnished to the Consultant by the City for this purpose. The Consultant shall obtain the Contractor's acceptance of the proposed alteration prior to submitting it to the City for its approval. No work shall be authorized to be done by the Contractor prior to receipt of the City's approval of the "Change Order Request".

V. Period of Service

- A. The Consultant shall complete the various phases of work under Section IV of this Agreement. If, upon review of phase work, corrections, modifications, alterations, or additions are required of the Consultant, these items shall be completed by the Consultant before that phase is approved.

- B. Upon acceptance and approval of the Schematic Design, Design Development, or Construction Documents Phases, the Director will authorize in writing the Consultant to proceed with the next appropriate phase of work. However, the City may elect to discontinue the Consultant's effort at the end of any phase for any reason. However, if circumstance dictates, the Director may make adjustments to complete the required design.
- C. The Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant shall be significantly extended under this provision, Consultant may give written notice thereof to the City stating the reason for such extension and the actual or estimated time thereof.
- D. This Agreement shall remain in force for a period, which may reasonably be required for the design, award of the contract, and construction of the Project including any extra work and any required extensions thereto unless discontinued as provided for elsewhere in this Agreement.

VI. Coordination with the City.

- A. The Consultant shall hold periodic conferences with the Director or his representatives to the end that the Project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Consultant in this coordination, the City shall make available for the Consultant's use in planning and designing the Project all existing plans, maps, statistics, computations and other data in its possession relative to existing facilities and to this particular Project at no cost to the Consultant. However, any and all such information shall remain the property of the City and shall be returned if instructed to do so by the Director.
- B. The Director will act on behalf of the City with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Consultant's services.
- C. The City will give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Consultant's services, in the work of the Contractor, or any development that affects the scope or timing of the Consultant's services.
- D. The City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project. The Consultant will provide the City reasonable assistance in connection with such approvals and permits such as the furnishing of data compiled by the Consultant pursuant to other provisions of the Agreement, but shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

VII. Revisions to Drawings and Specifications

The Consultant shall make without expense to the City such revisions to the Schematic Design Phase drawings, reports or other documents as may be required to meet the needs of the City which are within the Scope of the Project, but after the approval of the Schematic Design Phase any revisions, additions, or other modifications made at the City's request which involves extra services and expenses to the

Consultant shall be subject to additional compensation to the Consultant for such extra services and expenses.

The Director may require the Consultant to revise the drawings and specifications, at no cost to the City, if the lowest bona fide bid is in excess of fifteen percent (15%) of the amount of the fixed limit or the Design Development Phase cost estimate as submitted by the Consultant, and accepted by the City.

VIII. Ownership of Documents

All documents including the original drawings, estimates, specifications, and data, will remain the property of the Consultant as instruments of service. However, it is to be understood that the City shall have free access to all such information with the right to make and retain copies of drawings and all other documents and data. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk and without liability or legal exposure to Consultant.

IX. Termination and/or Suspension of Work

A. Right of Either Party to Terminate

This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement.

The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party. Upon receipt of such written notice of termination, the party in receipt shall have a period of ten (10) days to cure any failure to perform under this Agreement. Upon the completion of such ten-day period commencing upon receipt of notice of termination, if such party has not cured any failure to perform, such termination shall become effective.

B. Right of City to Terminate

The City of San Antonio reserves the right to terminate this Agreement for reasons other than substantial failure by the Consultant to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant is then currently working, whichever effective termination date occurs first.

C. Right of City to Suspend Giving Rise to Right of Consultant to Terminate

The City of San Antonio reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a signed, written notice of suspension (citing this paragraph) which shall outline the reasons for the suspension and the duration of the suspension but in no way will guarantee the total number of days of suspension. Such suspension shall take effect immediately upon receipt of said notice of suspension by the Consultant (effective date of suspension).

The Consultant is hereby given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) days. Consultant may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the City after the expiration of one hundred twenty (120) days from the effective date of the suspension. Termination (under this paragraph) shall become effective immediately upon receipt of said written notice by the City.

D. Procedures Consultant to follow upon Receipt of Notice of Termination

Upon receipt of a notice of termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant shall immediately begin the phase-out and the discontinuance of 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. Within thirty (30) days after receipt of such notice of termination (unless Consultant has successfully cured a failure to perform) the Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. The City shall have the option to grant an extension to the time period for submittal of such statement.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed designs and plans prepared under this Agreement prior to the effective date of termination shall be delivered to the City, in the form requested by the City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in IX above.

Upon the above conditions being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less previous payments of the fee.

Failure of the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Agreement.

E. Procedures Consultant to Follow upon Receipt of Notice of Suspension

1. Upon receipt of written notice of suspension, which date shall also be the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, 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.

Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

Copies of all completed or partially completed designs; plans and specifications 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 the Consultant until such time as Consultant may exercise the right to terminate.

2. In the event that Consultant exercises the right to terminate thirty (30) days after the effective suspension date, within thirty (30) days after receipt by the City of Consultant's notice of termination, Consultant shall submit the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

Additionally, any documents prepared in association with this Agreement shall be delivered to the City as a pre- condition to final payment.

Upon the above conditions being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less previous payments of the fee.

The City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty on the part of the City. To this end, Consultant understands that failure of Consultant to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by the Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

X. Consultant's Warranty

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he has not for the purpose of soliciting or securing this Agreement paid or agreed to pay any company or person, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from

the award or making of this Agreement. For breach of this warranty, the City shall have the right to terminate this Agreement under the provisions of VIII above.

XI. Equal Employment Opportunity/Minority Business Advocacy

- A. Consultant shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Consultant agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.
- B. Consultant hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small ("SBE"), women ("WBE"), handicapped and minority-owned business ("MBE") enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by City. This policy and its implementation are known as the Small Business Economic Development Advocacy Program (hereinafter referred to as "SBEDA Program").
- C. Consultant agrees to implement the plan submitted in Consultant's response to City's Request for Interest Statement under the SBEDA Program for Small, Minority and Women-owned Business Participation in this Agreement, thereby meeting the percentages for participation of those groups as submitted therein. Consultant agrees to be in full compliance with this article by meeting the percentages for participation of those groups as submitted therein. Consultant agrees to be in full compliance with this article by meeting the percentages listed in Consultant's Interest Statement no later than 60 days from the date of execution of this Agreement, and to remain in compliance throughout the term of this Agreement. Consultant further agrees to continue to make every effort to utilize businesses for subcontracting and supplying during the duration of this Agreement, as may be approved pursuant to this Agreement that will meet the percentages submitted in Consultant's Interest Statement. Changes in contract value by changes in work orders, Agreement amendments, or use of contract alternatives, which result in an increase in the value of the Agreement by 10% or greater require the Consultant to increase its use of business enterprises described in this section, if such is necessary to maintain the same percentages as exist in Consultant's Interest Statement. However, the delegation of any duties hereunder by any means must be approved by City as stated herein.
- D. Consultant shall maintain records showing all contracts, subcontracts, and supplier awards to SBE/MBE/WBE's. Consultant shall submit annual reports to City's Department of Economic Development, identifying the above activity and other efforts at increasing SBE/MBE/WBE participation in the Agreement. Further, such records shall be open to inspection by City or its authorized agent at all reasonable times. Should City find that Consultant is not in compliance with this article; City shall give notice of non-compliance to Consultant. Consultant shall have 30 calendar days to correct any and all deficiencies in compliance with this article. Failure to comply with this article and/or to correct any deficiencies within the time allotted shall be considered a material breach of this Agreement and may subject Consultant to any of the penalties listed in City of San Antonio Ordinance No. 96754, at City's option. Further, such failure may be considered a default for which City may terminate this Agreement in accordance with Article VIII, Termination.
- E. Consultant shall appoint a representative of its company to administer and coordinate its efforts to carry out these requirements.
- F. In all events, Consultant shall comply with the City's Small, Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 96754, and the amendments thereto. Said ordinances are incorporated herein for all purposes, as if fully set forth herein.
- G. It is City's understanding, and this Agreement is made in reliance thereon, that Consultant, in the performance of services required hereunder, will use the subcontractor(s) listed in its response to City's Request for Interest Statement.

XII. Assignment or Transfer of Interest

The Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of the City.

XIII. Insurance requirements

A) Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Public Works Department, which shall be clearly labeled "Miraflores Brackenridge Park Improvements" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Public Works Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

C) A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the 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, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

INSURANCE REQUIREMENTS:	
1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (Public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors* c. Products/completed operations d. Personal Injury e. Contractual Liability f. Explosion, collapse, underground* g. Broad form property damage, to include fire legal liability*	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$50,000
3. Business Automobile Liability* a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
4. Professional Liability (Claims Made Form)	\$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 act, malpractice, error or omission in professional services.
* If Applicable	
** Alternate Plans Must Be Approved by Risk Management	

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page 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 below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Public Works Department
P.O. Box 839966
San Antonio, Texas 78283-3966

E) Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the 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 the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

G) If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the 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 the City is an alternative to other remedies the 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 the 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, the 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.

H) 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.

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

J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement

XIV. INDEMNIFICATION

- A. **Consultant, whose work product is the subject of this Agreement for professional services, agrees to INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES HARMLESS** against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including 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 CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES** while in the exercise of performance of the rights or duties under this **AGREEMENT**. 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 CONSULTANT 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- B. **Consultant shall advise City in writing within 24 hours of any claim or demand against City or Consultant, known to Consultant, related to or arising out of Consultant's activities under this Agreement.**
- C. **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 otherwise, to any other person or entity.**
- D. **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 designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, subcontractors, and agents.**

XV. Severability

If for any reason, any one or more paragraphs of this Agreement are held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its operations to the specific section, sentences, clauses or parts of this Agreement held invalid and invalidity of any section, sentence, clause or parts of this Agreement in any one or more instance shall not affect or prejudice in any way the validity of this Agreement in any other instance.

XVI. Estimates of Cost

Since the Consultant has no control over the cost of labor, materials or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry but the Consultant cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable Cost prepared by Consultant.

XVII. Interest in City Contracts Prohibited

No officer or employee of the City shall have a financial interest, directly or indirectly, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, the SAWS, and other City boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on city projects.

XVIII. Conflicts of Interest Disclosure

All Consultants must disclose if they are associated in any manner with a City Official or employee in a business venture or business dealings. Failure to do so will constitute a violation of the City's Ethics Ordinance (#76933). To be "associated" in a business venture or business dealings includes being in a partnership or joint venture with the officer or employee, having a contract with the officer or employee, being joint owners of a business, owning at least 10% of the stock in a corporation in which a city officer or employee also owns at least 10%, or having an established business relationship as client or customer.

XIX. Standard of Care

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000 has jurisdiction over individuals licensed under Title 22 of the Texas Administrative Code.

XX. Entire Agreement

This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant

IN WITNESS WHEREOF, the City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager, or designee, acting by the hand of **KIMBERLEY M. WOLF** thereunto authorized **VICE-PRESIDENT**, does now sign, execute and deliver this document.

Executed on this 20th day of June, A. D. 2007.

CITY OF SAN ANTONIO

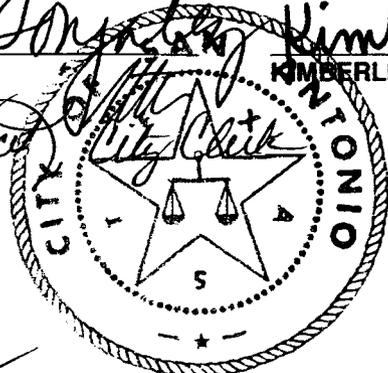
CONSULTANT

REHLER VAUGHN & KOONE, INC.

Francis A. Gonzalez
CITY MANAGER

Kimberley M. Wolf
KIMBERLEY M. WOLF, VICE-PRESIDENT

ATTEST: Leticia M. Vaca
City Clerk



APPROVED:

[Signature]
CITY ATTORNEY

EXHIBIT 1

Handwritten initials: "SW" at the top, "RWD" in the middle, and "KHW" at the bottom.

For this attachment, the Consultant shall fully describe services to be provided in the five (5) Phases, namely, (A) the Basic Master Planning Phase (B) Schematic Design Phase, ~~(C) the Design-Development Phase~~, (D) the Construction Documents Phase, and (E) the Construction Phase. This should be a fully negotiated scope of services, not a proposal.

EXHIBIT 2

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

The fees as described in Article II this Agreement for the Schematic Design, Design Development, Construction Documents, and Construction Phases of the Project shall provide compensation to the Consultant for all services specified under this Agreement to be performed by Consultant for all services specified under this Agreement to be performed by Consultant or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the Director or his representative are set forth as follows:

- A. The basis for compensation for additional services may be in one or more of the following forms:
1. \$100.00 per hour for testimony of principals.
 2. Salary cost times a multiplier of 2.5 with a stated maximum not to be exceeded, other than testimony of principals.
 3. Reimbursement of non-labor expense and subcontract expense at invoice cost plus a 15% service charge.
 4. Lump sum.
 5. Lump sum per item of work.
- B. Examples of additional services (not all inclusive).
1. Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the Project including the preparation of architectural data and reports.
 2. Preparation of applications and supporting documents for Governmental grants, loans or advances in connection with the Project; Preparation or review of environmental assessment and impact statements; Review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approval of authorities having jurisdiction over the anticipated environmental impact of the Project.
 3. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Consultant.
 4. Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction, when requested by the City.
 5. Providing detailed information of:
 - a. Owning, operation, maintenance and overhead costs of material and equipment, or
 - b. Quantity surveys of material, equipment and labor, or
 - c. Inventories of material and equipment, or
 - d. Detailed Construction cost estimates, or
 - e. Investigations, surveys, valuations, inventories or detailed appraisals of facilities, construction and/or services not required by the Base Contract.

6. Providing Value Engineering during the course of design.
7. Preparation of feasibility studies not required in the Base Contract.
8. Cash flow and economic evaluations, rate schedules and appraisals.
9. Audit or inventories required in connection with construction performed by the City.
10. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
11. Services during out of town travel required of consultants.
12. Additional services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of Contractor(s).
 - c. Failure of performance of Contractor(s).
 - d. Acceleration of the progress schedule required by the City involving services beyond normal working hours.
 - e. The completion date of the construction contract being extended beyond the original completion date.
 - f. Default by Contractor(s).
13. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
14. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
15. Services after completion of the construction phase, such as inspections during any guaranteed period and reporting observed discrepancies under guarantee called for in any contract for the Project.
16. Providing services of Geotechnical Engineering Firm to perform test borings and other soil or foundation investigations and related analysis.
17. Providing the services of material testing laboratory for detailed mill, shop and/or laboratory inspection of materials or equipment.
18. Additional copies of contract documents, review documents, bidding documents, reports, drawings and specifications over the number specified in the Base Contract.
19. Providing photographs, renderings or models for City use.
20. Providing services of aerial mapping firm.
21. Providing services to investigate existing conditions or facilities or to make measured drawings thereof or to verify the accuracy of drawings or other information furnished by the City.

22. Providing services for exploration of utilities to include detailed measurements, surveys and verification of information provided by City and/or utility companies.
23. Providing services in connection with the work of a construction manager or separate consultants retained by the City.
24. Providing interior design and other similar services required for or in connection with selection, procurement or installation of furniture, furnishings and related equipment.
25. Preparing drawings, specifications and supporting data and providing other services in connection with Field Alteration Requests to the extent that the adjustment in the basic compensation resulting from the adjusted construction cost is not commensurate with the services required of the Consultant, provided such Field Alteration Requests are required by causes not solely within the control of the Consultant.
26. Providing services of Consultants for other than the normal architectural, engineering, structural, mechanical, civil and electrical services for the Project.
27. Providing other services not otherwise included in this Agreement which are not customarily furnished in accordance with generally accepted architectural practice.

C. Field Alterations:

1. Compensation through the Construction Documents Phase for all Field Alterations that have been deemed fee eligible shall be invoiced separately based upon the approved cost of the Field Alteration(s) times the percent fee factor as determined by the amount of the Contract award times 80 percent. The remaining 20 percent fee due for the Construction Phase will be automatically included when the final in-place cost of the project is determined and the Consultant submits the final invoice for the Construction Phase of the completed and accepted Project.
2. Compensation for Field Alterations that have been deemed fee eligible whose net amount involved a combination of increases and decreases in contract cost shall be based on the amount of the increase in accordance with C.1. above.
3. Compensation for Field Alterations that have been deemed fee eligible reflecting only a deduction in contract cost shall be negotiated.
4. Compensation for Field Alterations not covered by C.1., 2., or 3. are to be negotiated.

D. Fee Eligible

1. Fee eligible as it relates to Field Alterations is defined as requiring significant architectural and/or engineering effort to compute and document the work effort reflected by the Field Alteration. Determination of "Fee Eligible" shall be made by the City Architect.

E. Salary Cost

1. Salary cost is defined as the cost of salaries of architects, engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc. for time directly chargeable to the Project, plus customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation and holiday pay applicable thereto.

F. Principals of the Consulting Firm

1. For the purpose of this provision, the Principals of the Consulting Firm and their total hourly charge will be as follows, except as stated previously for testimony as expert witnesses:

KIMBERLEY M. WOLF

[Handwritten signature]
~~\$160.00~~
 \$150.00 per hour

[Handwritten initials]
 RWD
 KMW
[Handwritten signature]

PROJECT SCOPE

The project consists of Master Planning and Design of an approximately 4.5-acre park site located on Hildebrand Avenue, east of Brackenridge Park and west of the AT&T office building. See attached aerial photo. The authorized construction budget is \$700,000.

BASIC MASTER PLANNING SERVICES

1. **Preliminary Site Investigation and Analysis** - We will inventory existing conditions specific to the site as well as external factors affecting the site. We will assist you in the development of objectives for the site. We will prepare a diagrammatic site plan illustrating the site's character, its major problems and its potential. The various sculptures will be studied and the existing buildings and entry portal will be assessed. We will look at aerial photographs from the 1930's to see what features might be buried in silt.

During the Master Plan Phase, our team will be collecting supplemental data concerning the project site including field survey, environmental assessment of the natural resources along the river, current master plan documents for Brackenridge Park and an archeological survey and assessment in compliance with requirements of the State Historic Preservations Office.

2. **Conceptual Plan** - Based on the approved site analysis, we will prepare a more detailed study showing the general mix, scale and density of the development. Pedestrian circulation and a bridge from Brackenridge Park will be developed.
3. **Master Plan** - Based on the approved conceptual plan, we will prepare the master plan defining the proposed uses and circulation patterns. Phasing will also be addressed.
4. **Renderings** – We will prepare full color rendering/s of the entire site or selected views of portions of the site for presentation to the various COSA boards, neighborhood groups, and user groups.

The Master Plan will be submitted to the City of San Antonio six months from our Notice to Proceed issued by the City of San Antonio.

BASIC DESIGN SERVICES

1. **Schematic Design** - Based on the Master Plan, we will develop concepts and a preliminary design plan for the Phase I development of the project. This will include the following elements, as appropriate.
 - a. Associated amenities may include restoration or demolition of barbecue buildings, restoration of sculpture and other original amenities, interpretive signage, pedestrian bridge, limited security lighting, vegetation protection and revegetation.
 - b. Mobilization, environmental assessment, permitting (USACE/404 Nationwide, Storm Water, Tree Protection, Storm Water Pollution Abatement, Texas Historical Commission and current building codes) as may be required.
 - c. Incorporate "Master Details and Specifications Manual" of the City of San Antonio Parks and Recreation Department.

- d. Coordinate RVK Team work with others outside of our contract concerning the interface of this project with adjoining parcels/segments (Brackenridge Park and AT&T office building).
- e. Presentations to various groups including citizen groups, City staff and various boards and commissions (See Task/Responsibility Matrix).

We will prepare a preliminary opinion of probable cost and outline specifications. Progress reviews will be conducted during schematic design at times mutually agreed upon. Submission of the Schematic Design Phase will be 60 calendar days after receipt of the Notice to Proceed issued by the City of San Antonio. We understand the City review period to be 30 calendar days after the receipt of submittal.

- 2. **Construction Documents** - Based on the approved Schematic Design work, we will prepare construction drawings and specifications setting forth the requirements for the construction/installation of the work. As part of our quality control, we will review and coordinate all office in-house and consultant drawings before final printing. The drawings will be prepared utilizing computer aided design and drafting equipment (CAD).

We will revise the opinion of probable project cost, as required. Construction Documents are to comply with local ordinances. The construction document submittal is to be in receipt by the City 90 calendar days after the Notice to Proceed is issued by the City of San Antonio. Following a 30 calendar day City Review Period, construction documents are to be finalized. We will assist with the registration of the project at the City of San Antonio Development Services and the submission to the Texas Department of Licensing and Regulation for accessibility review.

We will distribute plans and specifications through our office to all bidders.

- 3. **Bidding and Negotiation** - We will assist you in obtaining General Contractor bids or negotiated proposals and in preparing and awarding a contract for construction.
- 4. **Construction Administration** - We will provide administration of the construction contract consisting of the following services:
 - a. review each sample and other submittals by a contractor or consultant;
 - b. prepare or review each change to a plan or specifications;
 - c. visit the construction site at intervals appropriate to the stage of construction to:
 - i. become generally familiar with and keep the client generally informed about the progress and quality of the portion of the construction completed;
 - ii. make a reasonable effort to identify defects and deficiencies in the construction;
 - iii. determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the landscape plans and specifications.
 - d. Notify the client in writing of any substantial deviation from the landscape plans and specifications that may prevent the building from being occupied or utilized for its intended use.
 - e. Review and issue the contractor's Application and Certificate for Payment.

ADDITIONAL SERVICES

Additional Services include any work which is not outlined in the Basic Services listed above and/or any work required beyond the limitations set forth in this proposal. If our work proceeds based on an approved design and changes are later required, the extra work necessary to make the changes will be done as an Additional Service.

CONSULTANT SERVICES

We will rely on outside professional firms to provide engineering and/or other special consulting services necessary for the design of this project.

BASIC COMPENSATION – MASTER PLAN

With our present knowledge of the project scope, we propose compensation for our Basic Services fee as follows (detailed proposals for each of our team's firms are attached within the Exhibits noted):

Architecture, Rehler Vaughn and Koone, Inc.	\$10,000.00
Landscape Architecture, Rehler Vaughn and Koone, Inc. (Exhibit A)	\$18,312.50
Civil Engineer (Jaster-Quintanilla; Exhibit B)	\$ 2,700.00
Structural Engineer (Jaster-Quintanilla; Exhibit C)	\$ 2,700.00
Mechanical/Electrical Engineer (Alderson & Assoc.; Exhibit D)	\$ 4,800.00
Landscape Designer (Sarah Lake)	\$ 3,000.00
Art Consultant (Susan Toomey Frost)	N/C
Historian (Maria Watson Pfeiffer; (Exhibit E)	\$ 4,000.00
Art Consultant (Carlos Cortes, Allowance)	<u>\$12,000.00</u>
	\$57,512.50 (8%)

Payments for Basic Services will be made monthly or at completion of each phase, which ever occurs first.

SUPPLEMENTAL SERVICES – MASTER PLAN

With our present knowledge of the project scope, we propose compensation for our Supplemental Services will be as follows (detailed proposals for each of our team's firms are attached within the Exhibits noted):

Civil Engineer- Survey (Jaster-Quintanilla; Exhibit B)	\$12,605.00
Archaeological Consultant (Ctr for Archaeological Research; Exhibit F)	\$54,376.00
Environmental Consultant (Adams Environmental, Inc.; Exhibit G)	\$13,675.00

Fees for supplemental services will be billed monthly or at completion of each task, which ever occurs first.

BASIC COMPENSATION – DESIGN SERVICES

With our present knowledge of the project scope and the authorized construction budget of \$700,000, we propose compensation for our Basic Services fee as follows (detailed proposals for each of our team’s firms are attached within the Exhibits noted):

Landscape Architecture, Rehler Vaughn and Koone, Inc. (Exhibit A)	\$81,950.00
Civil Engineer (Jaster-Quintanilla; Exhibit B)	\$14,345.00
Structural Engineer (Jaster-Quintanilla; Exhibit C)	\$15,250.00
Mechanical/Electrical Engineer (Alderson & Assoc.; Exhibit D)	\$ 5,000.00
Landscape Designer (Sarah Lake)	\$ 3,000.00
Art Consultant (Susan Toomey Frost)	N/C
Historian (Maria Watson Pfeiffer; (Exhibit E)	\$ 800.00
Art Consultant (Carlos Cortes; Allowance)	<u>\$ 4,000.00</u>
	\$124,345.00 (17.7%)

Payments for Basic Services will be made monthly or at completion of each phase, which ever occurs first.

SUPPLEMENTAL SERVICES – DESIGN SERVICES

With our present knowledge of the project scope, we propose compensation for our Supplemental Services will be as follows (detailed proposals for each of our team’s firms are attached within the Exhibits noted):

Civil Engineer- Survey (Jaster-Quintanilla; Exhibit B)	\$ 3,670.00
Environmental Consultant (Adams Environmental; Exhibit G)	\$ 5,731.25
Archaeological Consultant (Ctr for Archaeological Research, Exhibit F)	\$ 9,706.00
Geotechnical Consultant (To be determined at a later date)	TBD

Fees for supplemental services will be billed monthly or at completion of each task, which ever occurs first.

ADDITIONAL SERVICES COMPENSATION & REIMBURSABLE EXPENSES

Additional Services are available but not included in the compensation for Basic Services. If required, we will perform additional services at our standard hourly rates in effect at the time the work is done or, at your request, we can provide a separate proposal for any additional services which you desire. Please refer to the attached hourly compensation schedule which is currently in effect.

Architectural design fees for a renovation of the barbecue Building (10,500 sf)	\$ 60,000.00
Architectural design fees for a new structure or pavilion (10,500 SF) including Structural & MEP	\$150,000.00

Additional Services provided by Consultants are available but not included in the compensation for Basic

Services. If required and approved, these services will be billed at a multiple of one-and-fifteen hundredths (1.15) times the amount billed to the Architect for such services.

INVOICES

Invoices for the work we have performed will be submitted to you each month. Payment is due upon receipt. If payment is overdue beyond forty-five (45) days of billing date, carrying charges are guaranteed by you to be paid at the rate of one percent (1.0%) per month of the amount past due, plus any legal fees or expenses necessary for collection of the delinquent account. If payment becomes more than sixty (60) days past due, we reserve the right to stop work on the project, and any liabilities and/or additional expenses caused by our termination of activity will be assumed by you.

OTHER PROVISIONS

This proposal is subject to change if this agreement has not been signed within sixty (60) days. Any work which you request prior to signing this proposal will be billed to you on an hourly basis.

Our services will be based on current aerial photographs and topographic information available to our civil engineering consultant. No ground surveys exist at this time of the Miraflores property, although we have given a copy of the legal description to our civil engineering consultant.

Surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site will be conducted by Jaster Quintanilla. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The City of San Antonio has a Tree Preservation Ordinance No. 35-523 which is to be strictly enforced by the City of San Antonio. The Owner and the Contractor should be aware of the requirements during construction. The Ordinance states in 35-493 Violations to the Tree Preservation Standards, "Any person who commits a violation of this chapter shall be subject to a civil penalty of up to one thousand dollars (\$1,000.00) per violation or a criminal penalty of up to two hundred dollars (\$200.00) per violation per day and may be required to attend one or more training seminars. For the purpose of calculating penalties, each day on which violation is found to exist shall constitute a separate and sanctionable offense."

We will exercise professional judgement to design the project in compliance with the Americans with Disabilities Act Architectural Guidelines (ADAAG). However, because the ADAAG is federal civil rights legislation and not a building code or ordinance, we cannot warranty that our design will include everything required for "complete compliance" with the ADAAG.

Our final construction drawing work product will be "hard copy" documents on which the seal and signature of the respective A/E professional have been affixed. We will not be liable to you for the completeness or

accuracy of drawings or other documents provided to you on electronic media, if any.

We will arrange for services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

Should you choose to terminate this agreement for any reason, you may do so by notifying us in writing. In this event, our total compensation due would be for that portion of our services provided and reimbursable expenses incurred to the date of our receiving your written notice.

Our compensation for Basic Services includes a maximum number of client meetings. If more meetings are required, our additional time, including time spent traveling to and from such meetings, will be provided as an Additional Service. (See attached Task/Responsibility Matrix)

Our total liability to you for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes shall not exceed that total amount of our fee (excluding any fees paid to Engineers or other outside Consultants).

We will coordinate our work with that of the engineers and other consultants, but each consultant will be directly responsible for the timeliness, accuracy and/or completeness of the consultant services performed.

We each acknowledge that no representations other than those expressed herein have been made by either party. Further, each of the parties is experienced in business matters of the type which are the subject of this agreement and has relied on his/her own experience and judgment or that of legal counsel in evaluating these terms.

Scott Stover, Parks Project Manager
City of San Antonio
San Antonio Parks & Recreation Department
Park Project Services Division



Kimberley M. Wolf, ASLA
Vice President, Landscape Architecture
Rehler Vaughn & Koone, Inc.

Date

1-3-07

Date

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, ph - 512-458-1363, has jurisdiction over complaints regarding the professional practices of persons registered as Architects, Interior Designers and Landscape Architects.

Irrigation in Texas is regulated by the Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087.



Architects
Interior Designers
Landscape Architects

COMPENSATION SCHEDULE FOR SERVICES

STANDARD HOURLY RATES October 2006

<u>RATE PER HOUR</u>	<u>CLASSIFICATION</u>
\$150	Principals
\$90 to \$140	Architect
\$80 to \$120	Landscape Architect
\$60 to \$70	Interior Designer
\$80 to \$130	Senior Staff
\$40 to \$90	Drafting & Support Staff

The specific hourly rate within each classification listed above is dependent on the experience and qualifications of the personnel needed for the project. Individual billing rates will fall within the range outlined above and will be rounded off to the nearest five dollar amount.

Standard Hourly Rates are adjusted from time to time in accordance with the normal salary review practices of the firm. The current rates in effect at any time are available upon request.

Partners:

George P. Vaughn, AIA
John W. Koone, CCS
Kenneth Zuschlag, AIA
David Bomersbach, AIA
Judith K. Zimmerman
Kimberley M. Wolf, ASLA
T. Hayden Phillips, AIA
Larry A. Hicks, ASLA

November 14, 2006

EXHIBIT-A

06130.0

MIRAFLORES AT BRACKENRIDGE PARK
REHLER, VAUGHN & KOONE, INC.
 Scope of Services

	Principal \$150.00	Sr. LA \$120.00	Dsgnr 1 \$90.00	Dsgnr 2 \$75.00	Admin. \$55.00	TOTAL HOURS
PROGRAMMING						
Services Scope Meeting	1.5	2.5			1	5
Preliminary Site Visits	3	3				6
Coordination with consultants	4	4				8
Fee proposal	8	12			2.5	22.5
Subtotal Hours	16.5	21.5	0	0	3.5	41.5
Subtotal Dollars	\$2,475.00	\$2,580.00	\$0.00	\$0.00	\$192.50	\$5,247.50
MASTERPLAN						
Design Kick-off Meeting	2	2	2		1	7
Obtain existing project site data	4	4	4			12
Review existing project site data	4	4				8
Site Analysis		4	4			8
Coord. Survey crew/tree ID seminar		6				6
Meet with User Groups	4		4		1	9
Conceptual Plan	2	4	8			14
Review with consultants, client - Public Meetings	6		2		1	9
Master Plan	2	8	18			28
Renderings		2	16			18
Subtotal Hours	24	34	58	0	3	119
Subtotal Dollars	\$3,600.00	\$4,080.00	\$5,220.00	\$0.00	\$165.00	\$13,065.00
SCHEMATIC DESIGN PHASE						
Design Kick-off meeting	2	2	2		1	7
	1	1	4			6
Review existing Project Data	4	4	4			12
Mtg w/consultants	8		8		2	18
Site Analysis (aerial photo/topo, zoning, land uses, utilities, USGS, soils, master pins of related projects,) review	2	4	4			10
Prelim layout	1	2		8		11
Preliminary Review- SAPAR	2	3			0.5	5.5
Site Reconnaissance (incl. environmental)		12		12		24
Refine layout		2		8		10
Preliminary Review- SAPAR		2	2		0.5	4.5
Public Presentation/ Community Input	4	5			5	14
Coord. Environmental/Stream & Flood Plain Morphology		2				2
Coord. Archeology		2			0.5	2.5
Coord Civil (flood water modeling, traffic, drainage, erosion cntrl, water detention, revegetation, stormwater pollution abatement)		2			0.5	2.5
Coordinate soils investigation (geotech) for paving/structures		1			0.5	1.5
Meet with Agencies to identify issues/input (SAPAR, PWD, Planning, Dvlpmnt Srvc, USACE, Storm Water, Park Security, City Arbonst, Tx. Historical Commision, Accessibility Office/TDLR)	4	4	4	4		16
Coord. Report (nghbrhd enhncmnt, trffc flow & prkng, access/ADA compliance, water quality protection/improvement, erosion control, wildlife & habitat preservation/enhncmnt, vegetation protection/enhncmnt, historic preservation, archeological protection, natural resource development)	2	6			4	12
Consultant coordination meeting(s)	4	16			4	24
Schematic Design (plan, representative sections/elevations, illustrative sketches)	1	8	8	16		33
Presentation Graphics				16		16
Estimate of Probable Construction Cost		1	12			13
Outline Specifications		4			4	8
Schematic Phase submittal to SAPAR		1			0.5	1.5
Submittal Review With SAPAR	4	4			1	9
Historic & Design Review Commission	6					6
Public Presentation(1)	4	4			5	13
Subtotal Hours	49	92	48	64	29	282
Subtotal Dollars	\$7,350.00	\$11,040.00	\$4,320.00	\$4,800.00	\$1,595.00	\$29,105.00

November 14, 2006

EXHIBIT-A
MIRAFLORES AT BRACKENRIDGE PARK
REHLER, VAUGHN & KOONE, INC.
Scope of Services

06130.0

	Principal \$150.00	Sr. LA \$120.00	Dsgnr 1 \$90.00	Dsgnr 2 \$75.00	Admin. \$55.00	TOTAL HOURS
CONSTRUCTION DOCUMENTATION PHASE						
Design Kick-off meeting (coordination/unresolved issues from Sch. Phs.)	2	4			1	7
Develop list required drawings, 1/4 mock-up dwg. set, sequence, determine info to be on ea. sheet	1	2				3
Tree Preservation Plan	0.5	1	8	16		25.5
Demolition Plan	0.5	1		4		5.5
Layout Plan	0.5	2		8		10.5
Grading Plan	0.5	2	4	8		14.5
Hardscape & Amenities Plan	0.5	2		8		10.5
Hardscape & Amenities Details	0.5	2				2.5
Signage Plan	0.5	1	8			9.5
Signage Details	0.5	1	4			5.5
Irrigation Plan		1		12		13
Irrigation Details		1		8		9
Planting Plan (landscape ordinance, ecological restoration)	2	1		16		19
Planting Details	2	1		8		11
Specifications		24			8	32
Mobilization & Phasing Plan	4	2	8			14
Update Estimate of Probable Construction Cost	1	2	8			11
Assemble & Review Team dwgs & specs /coordination	8				2	10
Prelim review Docs with SAPAR		4				4
Public Presentation +/- 50% CD	6	8			3	17
Creekways Advisory Board Presentation(1)	1	2			1	4
Historic & Design Review Commission- Final	4					4
Team meeting to resolve coordination issues		4			1	5
Document revisions	4	4	8	8	4	28
CD Submittal to SAPAR					1	1
Submittal Review with SAPAR	4	4			1	9
Plan Revisions/Finalize Documents		8		8	2	18
Document Reproduction					1	1
TDLR Submission		6				6
TDLR Submission- Variance Request						0
Bidding Packet coord. With COSA		4			2	6
Permit Submission Development Services		4			1	5
Subtotal Hours	43	98	48	104	28	321
Subtotal Dollars	\$6,450.00	\$11,760.00	\$4,320.00	\$7,800.00	\$1,540.00	\$31,870.00
BIDDING PHASE						
Issue Bid Documents					8	8
Clarification of construction documents for Bidders		4				4
Pre-bid Conference		4		4	1	9
Issue Addenda		4	4	4	4	16
Bid Opening	1					1
Contractor Evaluation/Recommendation	6					6
Subtotal Hours	7	12	4	8	13	44
Subtotal Dollars	\$1,050.00	\$1,440.00	\$360.00	\$600.00	\$715.00	\$4,165.00
CONSTRUCTION PHASE						
Administrative Services (submittal review, pay application review, test report review, ASF's, proposal requests, change orders)	12	12			36	60
Interpretation/clarification of construction Documents		12			18	30
Conduct site visits with reports					36	36
Monthly Reports						0
Construction Meetings	20	20				40
Conduct Substantial Completion Walk-through		6			2	8
Conduct Final Inspection walk-through	4				1	5
Review Contractor Close-out Documents		1				1

November 14, 2006

EXHIBIT-A

06130.0

MIRAFLORES AT BRACKENRIDGE PARK
 REHLER, VAUGHN & KOONE, INC.
 Scope of Services

	Principal \$150.00	Sr. LA \$120.00	Dsgnr 1 \$90.00	Dsgnr 2 \$75.00	Admin. \$55.00	TOTAL HOURS
Record Drawings		1			1	2
						0
Subtotal Hours	36	52	0	0	94	182
Subtotal Dollars	\$5,400.00	\$6,240.00	\$0.00	\$0.00	\$5,170.00	\$16,810.00
TOTAL HOURS	176	310	158	176	171	889.5
TOTAL DOLLARS	\$26,325.00	\$37,140.00	\$14,220.00	\$13,200.00	\$9,377.50	\$100,262.50
	\$26,325.00	\$37,140.00	\$14,220.00	\$13,200.00	\$9,377.50	\$100,262.50

PROJECT EXPENSES:

Master Plan (Basic Services):

Architectural	=	\$10,000.00
Civil Consultant	=	\$2,700.00
Structural Consultant	=	\$2,700.00
MEP Consultant	=	\$4,800.00
Landscape Designer	=	\$3,000.00
Historian	=	\$4,000.00
Art Consultant	=	\$12,000.00

Master Plan (Supplemental Services):

Civil Consultant (Survey)	=	\$12,605.00
Archeological Consultant	=	\$54,376.00
Environmental Consultant	=	\$13,675.00

Design (Basic Services):

Civil Consultant	=	\$14,345.00
Structural Consultant	=	\$15,250.00
MEP Consultant	=	\$5,000.00
Landscape Designer	=	\$3,000.00
Historian	=	\$800.00
Art Consultant	=	\$4,000.00

Supplemental:

Civil Consultant (Survey)	=	\$3,670.00
Environmental Consultant	=	\$5,731.25
Archeological Consultant	=	\$9,706.00
Geotechnical Consultant	=	TBD

Direct Expenses	=	\$6,817.85
Record Drawing Mylar Production	=	\$700.00

Subtotal \$188,876.10

TOTAL **\$289,138.60**

MEETING OF THE CITY COUNCIL

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER:

16

DATE:

MAR 29 2007

MOTION:

ORDINANCE NUMBER:

2007-03-29-0313

RESOLUTION NUMBER:

ZONING CASE NUMBER:

TRAVEL AUTHORIZATION:

ROGERO FLORES District 1			
SHEILA D. MENIL District 2			
ROLAND GONZALEZ District 3			
RICHARD PEREZ District 4			
PATRICIA LEE District 5			
DEBORA HERRERA District 6			
ELENA GUJARDO District 7			
ART & HALL District 8			
KEVIN A. WELF District 9			
CHRISTOPHER "CHIP" HAASE District 10			
PHIL HANSEN Mayor			

CONSENT AGENDA