

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PARKS AND RECREATION DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Malcolm Matthews, Director, Parks and Recreation Department

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Melissa B. Vossmer; Finance; Management and Budget; Legal; File

**SUBJECT:** Ordinance Authorizing an Increase to the Scope of Services with Bender Wells Clark Design for Professional Services Associated with the Crownridge Canyon Nature Area Improvements Project

**DATE:** September 11, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes an increase to the scope of services to a current contract with Bender Wells Clark Design for additional professional services associated with the Crownridge Canyon Nature Area Improvements Project in City Council District 8, authorizes additional architect fees not to exceed \$32,000.00 for a total contract amount of \$70,750.00 and additional architect contingency funds of \$5,000.00.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The Crownridge Canyon Nature Area is located at 7222 Luskey Boulevard in City Council District 8. The park property was acquired as part of the Proposition 3 Edwards Aquifer Project. A preliminary master plan and environmental assessments have been completed and the Fish and Wildlife Service approved the City's proposed plan to make appropriate improvements to this sensitive property.

The firm of Bender Wells Clark Design, a SWDBE firm, has previously been selected to provide the Crownridge Canyon Nature Area Improvements Project architect design work, to include parking, restroom facility, trails, signage, a pedestrian bridge, lighting and other park amenities. Design work has been progressing and is in the schematic design phase, with an anticipated completion date in January 2004.

In May 2003, the City Council appropriated funding from 1999 Park Bond funds to provide additional nature and ADA trails, pedestrian bridges and other infrastructure and park amenities.

This ordinance will authorize the current consultant architect firm to design the additional components that are possible with the increase in funding. The new portion of the design will be done concurrently and the design project will maintain its current schedule to be completed in January 2004. It is anticipated that construction will begin in April 2004 and will end in November 2004.

### **POLICY ANALYSIS**

This action is consistent with the approved Proposition 3 initiative, which authorized the acquisition and development of properties over the Edwards Aquifer for natural areas. It also meets the goals of the 1999 Park Bond Issue that authorized funding for the acquisition and development of parkland in this area of Council District 8.

### **FISCAL IMPACT**


The amount of \$1 million was originally established to develop the acquired Proposition 3 Edwards Aquifer parkland sites. The Council previously allocated \$102,000.00 from Proposition 3 for development of Crownridge Canyon Nature Area, leaving \$898,000.00. Allocated funds were utilized for environmental assessments and development of a master plan. Ordinance 97694 appropriated \$628,000.00 in 1999 Park Bond funds into the project on May 29, 2003. The additional architect fees are \$32,000.00 and the additional architect contingency is \$5,000.00. The General Fund is not impacted by this action.


### **COORDINATION**

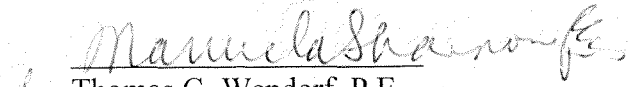
The Public Works Department and Finance Department have assisted with this action.

### **SUPPLEMENTARY COMMENTS**


A Discretionary Contracts Disclosure Form is attached for Bender Wells Clark Design.

  
\_\_\_\_\_  
Malcolm Matthews,  
Director of Parks and Recreation

  
\_\_\_\_\_  
Melissa B. Vossmer  
Assistant City Manager

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

Approved:

  
\_\_\_\_\_  
Terry M. Brechtel  
City Manager

**City of San Antonio**  
**Discretionary Contracts Disclosure\***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2  
Attach additional sheets if space provided is not sufficient.  
State Not Applicable for questions that do not apply.*

*\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

**Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

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

None

(2) the identity of any business entity that would be a party to the discretionary contract:  
\_\_\_\_\_ an  
d the name of:

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

Bender Wells Clark Design  
8600 Wurzbach, Suite 801  
San Antonio, Texas 78240

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary business* entity, of any individual or business entity who would be a party to the discretionary contract;

None

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>1</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

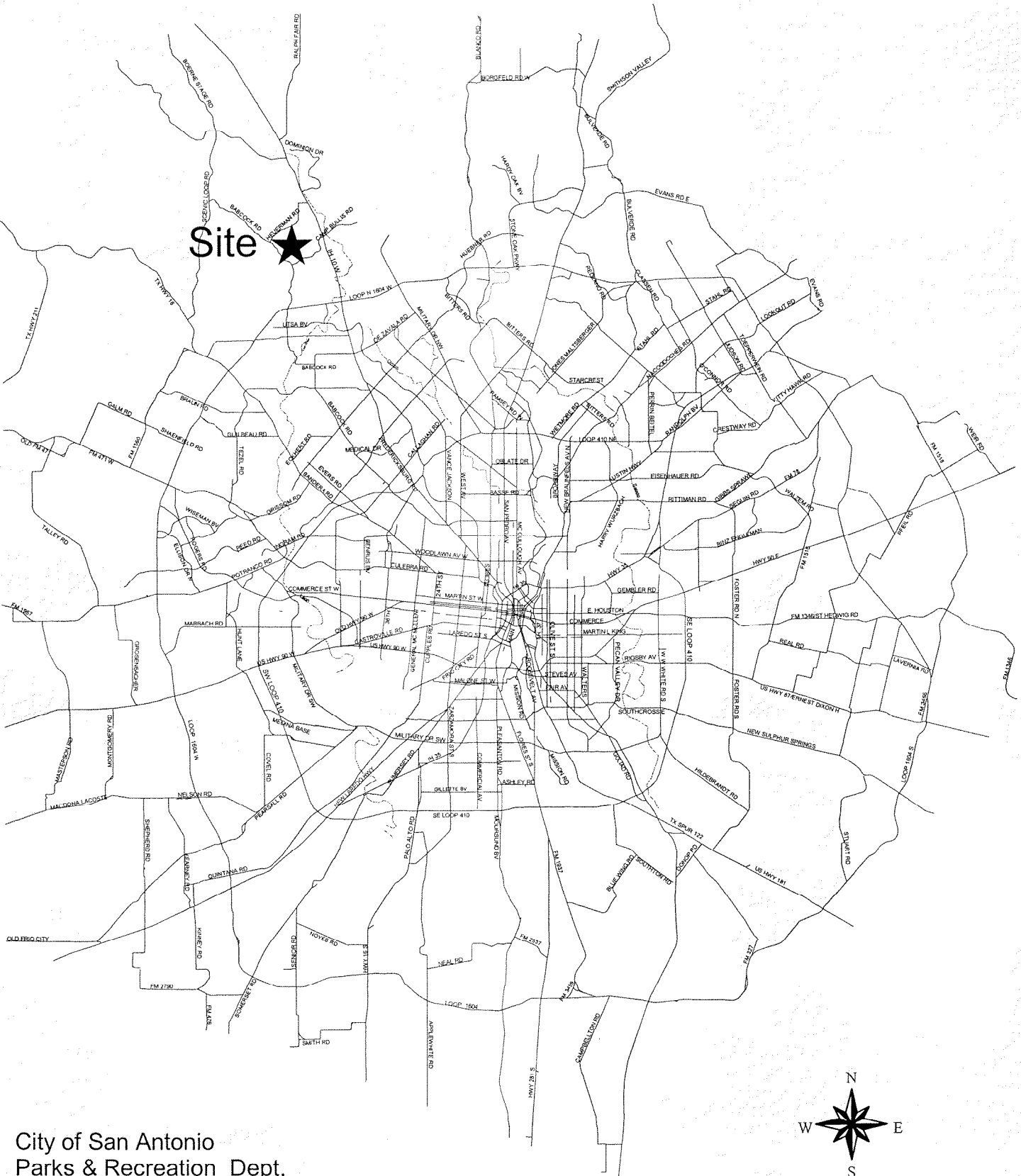
None		
Signature: <i>Beth Bender Wells</i>	Title: President Company: Bender Wells Clark Design	Date: 8-21-03

<sup>1</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

# Site Map

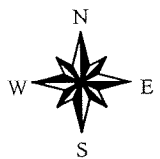
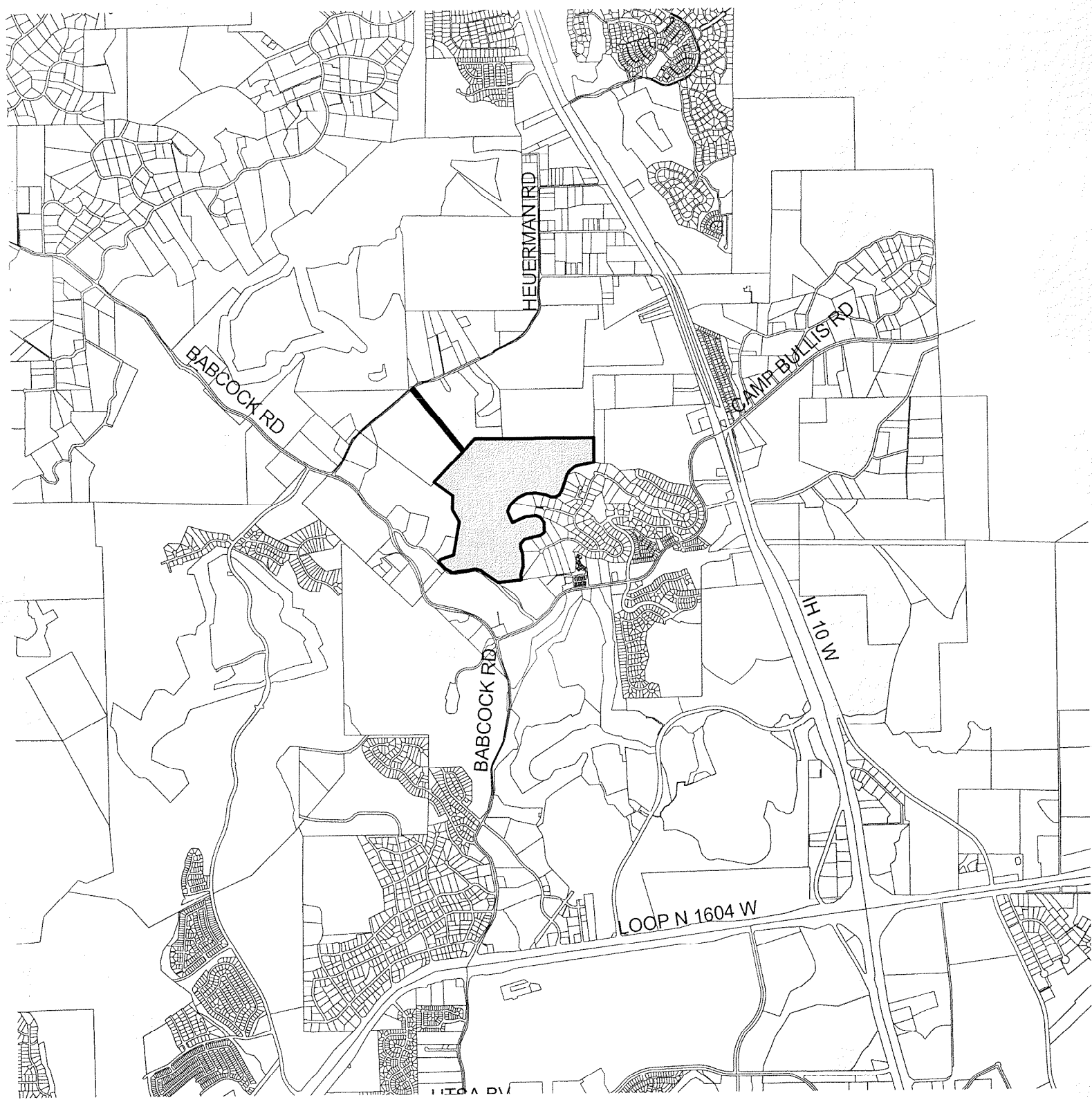
## Crownridge Canyon Nature Area

Site



City of San Antonio  
Parks & Recreation Dept.

Site Map  
Crownridge Canyon  
Nature Park



## **PROPOSED BASIC SERVICES**

### **A. Programming and Schematic Design Phase**

In this phase we will assist the Parks & Recreation Department in establishing the program for development.

We will provide the services listed below:

- a. Prepare additional programming and schematic designs for areas associated with the site elements identified below:
  - Study of lower creek crossing to accommodate an accessible pedestrian bridge (previously discussed as a low water crossing) with the possibility of allowing small vehicle crossings for emergency and maintenance
  - Extension of the Level 1 trail area past new lower creek pedestrian bridge
  - Development of designs for a higher quality, more architecturally significant restroom and trailhead gathering area facility
  - Development of designs for additional off-street parking (from 18 spaces to 28), to include the exploration of more environmentally sensitive construction methods for the parking area (paving and water quality basin or bioswale)
  - Development of park rules, interpretive, and trail identification graphic designs
- b. Identify areas requiring additional surveying beyond what has been surveyed to date
- c. Develop schematic level cost information for review by Parks & Recreation staff

**Schedule:** Programming and Schematic Design Phase to begin immediately upon acceptance of this proposal and NTP. We would request an additional 21 working days to this contract phase based on the revised scope.

### **B. Design Development Phase**

In this phase, we will provide Design Development Documents which describe the scale and relationship of the elements of the Project, materials, and other elements, as appropriate for the areas outlined below. We will also attend design conferences with you or your staff to review design criteria and overall objectives of the Project, as necessary.

The areas addressed in the Design Development Phase will be:

Design Development Drawings  
Site Design Crownridge Nature Area Improvements-  
scale 1" = 20'

- a. Design grading studies of parking and restroom area based on survey information

- b. Hardscape design of areas near parking and restrooms including:
  - paths
  - site furniture
  - parking area
  - restroom/gathering area
  - signage
- c. Bridge(s) & bridge(s) supports design development
- d. Parking Lot Lighting design development
- e. Preliminary opinion of probable cost for the above
- f. Review of above with you, additional staff, and any others, as directed by you

**Schedule:** Design Development Phase to begin immediately upon acceptance of the Schematic Design Phase.

### **C. Construction Documents Phase**

We will provide Drawings and Specifications setting forth in detail the requirements for installation of the Project, based upon the approved Design Development Drawings, and any further adjustments in the scope or budget of the Project. The product of this phase will be a complete set of Construction Documents, including:

1. Site Development Plans showing grading and layout of hardscape items (Layout for trails will be general, with field verification)
2. Site Development details for hardscape items include bridge plans and details
3. Site Development hardscape specifications
4. Architectural plans & details for restroom/gathering area facility
5. Architectural Specifications
6. Lighting Plans
7. Lighting Details
8. Lighting Specifications
9. Opinion of probable cost based on current volume, area, or other unit costs
10. Preparation of submission package and presentations to City and Board's for approval
11. Submission of package to TDLR

**Schedule:** Construction Documents phase to begin upon completion and acceptance of Design Development Phase.

### **D. Bidding and Negotiation**

We will issue plans and specifications for bidding purposes, prepare and issue all addenda required, attend a pre-bid conference, attend the formal bid opening, and make a recommendation regarding the contract award.

#### **E. Construction Administration**

We will perform periodic site visits to observe construction and Contractor's compliance with Construction Documents. Review and approval of shop drawings, samples, and submittals will be conducted; and we will coordinate with City staff, the Contractor, and other members of the design and construction team during construction.

#### **F. Fee Schedule**

Our fee is based upon our current understanding of the Project scope and Project schedule.

The additional base fee for all phases of the project will be \$32,000.00.

For the purpose of establishing portions 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	40	
Bidding & Negotiation Phase		10
Construction Phase	15	

#### **Additional Services and Fees**

Additional Services will be provided, if requested and authorized by the Owner, and will be billed at our standard hourly rate of \$90.00 per hour. We do not anticipate that additional service requests will be necessary on this Project.

#### **G. Limit of Liability**

City of San Antonio, agrees to limit Bender Wells Clark Design's liability on this project such that the total aggregate liability of Bender Wells Clark Design shall not exceed \$50,000.00, or the amount of Bender Wells Clark Design's fee, whichever is less.

Texas law requires the following consumer protection statement:

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, (512)485-1363, has jurisdiction over individuals licensed under the Landscape Architects' Registration Law, as amended by SB 435 of the 68th session of the legislature, 1983.

If this proposal meets with your approval, please sign below, and return one copy for our files. We look forward to continuing work with you on this project.

Sincerely,

**BENDER WELLS CLARK DESIGN**

*Beth Bender Wells*

Beth Bender Wells  
President

BBW/mh

Accepted: San Antonio Parks & Recreation Department.

By

Title

Date

Attachment I

Crownridge Canyon Nature Park Development Project  
Fund 41-028003

<u>Index Code:</u>	<u>Description:</u>	<u>Current Budget:</u>	<u>Revisions:</u>	<u>Revised Budget:</u>
REVENUES:				
	Prop 3 Edwards Aquifer Park Land Project	\$102,550.00	\$0.00	\$102,550.00
	1999 Bond District 8 Park Land Acquisition & Development	<u>\$628,000.00</u>	<u>\$0.00</u>	<u>\$628,000.00</u>
	Total:	\$730,550.00	\$0.00	\$730,550.00
EXPENDITURES:				
674796	Landscape Architect Fees	\$8,690.00	\$0.00	\$8,690.00
674812	Karst Assessment Fees	\$27,720.00	\$0.00	\$27,720.00
674820	Habitat Assessment Fees	\$5,460.00	\$0.00	\$5,460.00
674838	Consultant Contingency	\$5,630.00	\$0.00	\$5,630.00
757252	Architect Fees	\$38,750.00	\$32,000.00	\$70,750.00
757260	Architect Contingency	\$5,800.00	\$5,000.00	\$10,800.00
757278	Surveying/Drainage Report	\$9,000.00	\$0.00	\$9,000.00
757286	Printing/Bid Advertising	\$1,500.00	\$0.00	\$1,500.00
760017	Phase II Project Funds	<u>\$628,000.00</u>	<u>(\$37,000.00)</u>	<u>\$591,000.00</u>
	Total:	\$730,550.00	\$0.00	\$730,550.00