

**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: Christopher J. Brady; Finance; Management and Budget; Legal; File

SUBJECT: Ordinance Authorizing a Professional Services Contract with Beaty & Partners Architects for the Woodlawn Lake Park and Gym Improvements Project

DATE: May 6, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes a standard professional service contract with Beaty & Partners Architects, Inc. (SBE) for architectural services in connection with the Woodlawn Lake Park and Gym Improvements Project, authorizes execution of a contract for payment up to \$212,500.00, establishes the project budget, appropriates \$228,600.00 in 1999-2004 Park Bond Funds, and provides funds for architect contingency (\$10,000.00), mandatory project fees (\$4,900.00) and for bid advertising/printing expenses (\$1,200.00).

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

It is necessary to perform accessibility (ADA) upgrades to the existing gymnasium building at the City's Woodlawn Lake Park, located at 1103 Cincinnati in City Council Districts 1 and 7, as mandated by the U.S Department of Justice. Improvements to the gymnasium will include code, safety, and structural upgrades in the gym and in the restrooms, lockers, showers, spectator seating, parking area and building access. Other park improvements include lighting at the Island House entrance roadway/walking path intersection, reconstruction of the "Y" dock, new park playground, replacement of trash receptacles, additional restrooms at the Island House area, two additional drinking fountains, appropriate and consistent signage throughout the park, and irrigation and landscape work.

In connection with this project, there exists a need to provide all of the necessary architectural services, including schematic design and design development services, preparation of construction documents, bidding services and construction administration services. Beaty & Partners Architects, Inc. (SBE) has submitted a proposal and has been selected through the Consultant Selection Committee.

The Design Phase will begin in May 2004 and will end in December 2004. Upon completion of the bidding process, construction will begin in March 2005 and end in August 2005. A construction contract will be approved in a subsequent ordinance.

POLICY ANALYSIS

This project is identified in the adopted Woodlawn Park Master Plan and will ensure compliance with Federal and State requirements for ADA access. The consultant firm has been selected in accordance with established City procedures.

FISCAL IMPACT

Total project funding available for this project is as follows:

1999-2004 Park Bond Funds	\$ 500,000.00
FY03 Certificates of Obligation	\$ 500,000.00
2003-2007 Park Bond Funds	\$ <u>1,015,000.00</u>
Total	\$ 2,015,000.00

This ordinance will appropriate \$228,600.00 in 1999-2004 Park Bond Funds. The architect fees are \$212,500.00. In addition, this ordinance authorizes \$10,000.00 for architectural contingencies, \$4,900.00 for mandatory project fees (TDLR fees, storm water fees, asbestos/lead survey, fire flow test) and \$1,200.00 for bid advertising and printing costs. This will not impact the General Fund budget.

COORDINATION

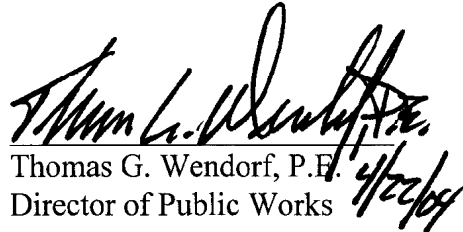
This action has been coordinated with the Finance Department, Disability Access Office (Planning Department), Budget and Management Department and Public Works as well as the Woodlawn Lake Park Planning Team.

SUPPLEMENTARY COMMENTS

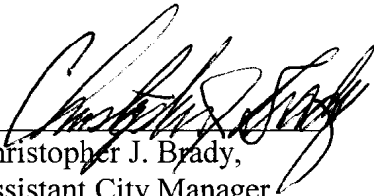
A copy of the required Ethics Ordinance Disclosure Statement from Beaty & Partners Architects is attached.



Malcolm Matthews,
Director of Parks and Recreation


4/22/04

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



Christopher J. Brady,
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

Site Map

Woodlawn Lake Park



City of San Antonio
Parks & Recreation Dept.

Site Map Woodlawn Lake Park



City of San Antonio
Parks & Recreation Dept.

Woodlawn Lake Park Gym ADA Modifications

ARCHITECT/ENGINEER STATEMENT OF INTEREST REVIEW

CITY OF SAN ANTONIO

No.	Architect/Engineer Candidates	Ratings									
		80	80	80	80	320	40	20	20	400	
		Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Public Works Department	Subtotal	*** Locally Headquartered Business Enterprise (X4)	*** Disadvantaged Business Enterprise (DBE) (X4)	*** Small Business Economic Development Advocacy Policy Compliance (SBEDA) (X4)	Total Rating	Ranking
1	Independent Design	46	48	50	30	174	40	20	8	242.00	9
2	Lloyd Walker Jary & Associates, Inc.	56	41	49	33	179	40	0	0	219.00	12
3	West East Design Group, LLC	46	36	63	38	183	40	20	8	251.00	8
4	Madeline Anz Slay Architecture, PLLC	46	49	64	59	218	40	20	8	286.00	3
5	Harry Jewett Associates, Inc.	39	47	58	38	182	40	0	0	222.00	11
6	Duende Design Architects, Inc.	50	36	43	30	159	40	20	8	227.00	10
7	Durand-Hollis Rupe Architects, Inc.	59	67	71	67	264	40	20	8	332.00	2
8	LMD Architects, PLLC	44	43	60	42	189	40	20	12	261.00	7
9	Nored Shearer Architects	46	53	62	48	209	40	20	8	277.00	5
10	Beaty & Partners Architects, Inc.	72	78	74	72	296	40	8	4	348.00	1
11	Gould Evans Associates, PLLC	40	66	66	57	229	24	16	12	281.00	4
12	Thorn + Graves PLLC	42	64	69	52	227	40	4	0	271.00	6
						0				0.00	
						0				0.00	
						0				0.00	

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;

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:
Beaty & Partners Architects, Inc. and
the name of:

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

N/A

(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;

N/A

(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.

N/A

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

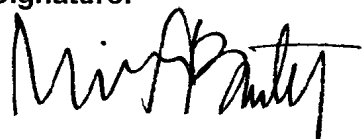
Political Contributions

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 question² 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.

Michael Beaty AIA		
Signature: 	Title: Principal Company: Beaty & Partners Architects	Date: 03.22.04

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

03.19.04

Steve Uncapher, Landscape Architect
 City of San Antonio
 P.O. Box 839966
 San Antonio, Texas 78283-3966

Re: Woodlawn Lake Park and Gymnasium Improvements-Phase 2

STEVE, we offer this revised proposal for Architectural Services. This proposal supersedes our previous proposal to you for this project. We outline below our understanding of the project scope, services, compensation, and other matters:

PROJECT SCOPE

- Improvements to Woodlawn Lake Park, generally per the attached Master Plan Program, dated 03.16.04.

SERVICES TO BE PROVIDED BY THE ARCHITECT

As detailed on the Service Schedule attached as Exhibit "A" to this proposal and summarized below:

- **Pre-Design Services** for field measurement and accessibility survey of the existing gymnasium, field verification of existing picnic table, bbq, and trash receptacle locations and preliminary project design scope and cost analysis;
- **Design Services** for the design and documentation of the project, including architectural, landscape architectural, structural, mechanical and electrical systems;
- **Contract Procurement Services** to assist you in obtaining a construction contract;
- **Contract Administration Services** to administer the construction process;
- **General Project Administration Services** to manage our work and that of our consultants and to interface with you throughout the project;
- **Construction Cost and Scheduling Services**, including opinions of probable construction cost and scheduling of our work.

COMPENSATION

For the Services indicated in the Services Schedule:

A stipulated fixed fee of two hundred twelve thousand five hundred dollars (\$212,500).

Progress Payments will be billed by the Architect and paid by the Client monthly according to the percentage of the Architect's Services completed. The fee will be allocated to the Architect's Services as follows:

Pre-Design Services	\$ 21,250
Design Services	
• Schematic design documents	\$ 42,500
• Design development documents	\$ 31,875
• Construction documents	\$ 71,375
Contract Procurement Services	\$ 3,000
Contract Administration Services	\$ 42,500

Other services listed above are pro-rated to these percentages.

The Architect's compensation allocated to Contract Administration services shall be due as equal monthly payments during the construction phase established in the Schedule of Services or in the contract for construction, whichever is less.

Beaty & Partners Architects, Inc.
 110 Broadway
 Suite 600
 San Antonio, Texas 78205
 voice 210.212.8022
 fax 210.212.8018
www.beatypartners.com

For Changes in Service, if any:

On an hourly rate basis at the Architect's and the Architect's Consultants' standard hourly rates in effect at the time the services are performed. The Architect's current standard hourly rate compensation schedule is attached as Exhibit "B" to this proposal.

For Reimbursable Expenses:

Reimbursable expenses, excluding review documents as listed below, such as plotting and reproduction of documents (exclusive of interoffice and interdisciplinary coordination prints), preparation and transmission of electronic files (exclusive of interdisciplinary transmission of files between the Architect and the Architect's consultants), fees for governmental reviews, auto travel mileage, delivery charges, long distance communication, freight, and expenses incurred in travel and lodging will be billed monthly at 1.15 times the Architect's cost and will be in addition to the above compensation. A current schedule of standard reimbursable expense rates is available from the Architect upon request.

Review documents provided to the Owner:

- Pre-Design Services up to 5 sets
- Schematic Design Documents up to 5 sets
- Design Development Documents up to 5 sets
- Construction Documents up to 9 sets

Invoices:

Invoices for the work performed will be submitted each month. Payment is due upon receipt.

OTHER PROVISIONS

We propose the following production schedule (in calendar days):

- Pre-Design Services 60 days
- Design Services
 - Schematic Design Documents 60 days
 - Design Development Documents 30 days
 - Construction Documents 90 days

This proposal is subject to change or withdrawal if a Client-Architect Agreement has not been accepted and executed within ninety (90) days.

This proposal excludes any design, or documentation services for bank erosion and/or drainage issues.

If this proposal is acceptable, please allow it to serve as the basis for our Client-Architect Agreement for this project.


Michael Beaty AIA
president

MB:smj

xc: contract file

Attachments: Exhibit A, Services Schedule
Exhibit B, Hourly Rate Compensation Schedule
Master Plan Program

SERVICES SCHEDULE
for

Woodlawn Lake Park and Gymnasium Improvements – Phase 2
San Antonio, Texas

EXHIBIT A TO ARCHITECT'S PROPOSAL

dated: 03.19.04

CHECKLIST OF SERVICES PROVIDED BY THE ARCHITECT

Services checked are provided by the Architect; services not checked are not provided by the Architect and are to be provided by the Client and/or Client's Consultants or are deemed by the Client to not be necessary for this project.

I. PRE-DESIGN SERVICES

- ☐ Site Survey
- ☐ Geotechnical Testing and Evaluation
- ☐ Site Analysis
- ☐ Master Planning
- ☐ Programming
- ☐ Alternate Design Studies
- ☒ Existing Facilities Survey
- ☒ Measured Drawings
- ☒ Pre-design Analysis/Report
- ☐ Existing Tree/Landscape Analysis
- ☐ Arborist Services
- ☐ Ordinance/Code Evaluation

II. DESIGN SERVICES

- ☒ Architectural Design and Construction Documents
- ☒ Interior Architecture
- ☒ Landscape Architecture
- ☒ Site Furnishings Selection
- ☐ Special Landscape/Site Design Features
- ☐ Conceptual Site Lighting Design
- ☐ Landscape Irrigation System Design
- ☐ Basic Area Calculations
- ☒ Exterior Color Selections
- ☒ Interior Color/Finish Selections
- ☒ Sign Design and Construction Documents
- ☐ Color Elevation Rendering/s of the Project
- ☐ Color Site Plan Rendering of the Project
- ☐ Color Floor Plan Rendering/s of the Project
- ☐ Preliminary Building Finish-Out Design and Documentation
- ☐ Basic Space Planning
- ☐ Custom Lease Space Design
- ☐ Custom Lease Space Color/ Finish Selections
- ☐ Furnishings, Fixtures, and Equipment (FF&E) Selection
- ☒ Structural Engineering
- ☒ Mechanical-Electrical Engineering
- ☒ Energy Efficiency Analysis
- ☐ Civil Engineering
- ☐ Traffic Impact Study
- ☐ Drainage Study
- ☐ Pervious Cover Calculations

- III. **CONTRACT PROCUREMENT SERVICES**
 - ☒ General Contract Procurement Services
 - ☒ Competitive Bidding
 - ☐ Negotiated Proposals
 - ☐ Assistance in Value Engineering
- IV. **CONTRACT ADMINISTRATION SERVICES**
 - ☒ General Administration
 - ☒ Site Visits/ Construction Site Meetings
 - ☒ Certifications of Payments to Contractor
 - ☒ Submittal Review
 - ☒ Administration of Changes in the Work
 - ☒ Substantial and Final Completion Inspection
- V. **GENERAL PROJECT ADMINISTRATION SERVICES**
 - ☒ Management of Services of Architect and Consultants
 - ☐ Assessment of Alternative Materials and Systems
 - ☒ Client Presentations / Meetings
 - ☒ Special Presentations / Meetings
 - ☒ Preliminary Plan Review Conference
 - ☒ Assistance in Texas Department of Licensing and Regulation (TDLR) Accessibility (ADA) Approval
 - ☒ Assistance in San Antonio Historic and Design Review Commission (HDRC) Approval
 - ☒ Assistance in City Building Permitting Approval
- VI. **CONSTRUCTION COST AND SCHEDULING SERVICES**
 - ☒ Opinions of Probable Construction Cost
 - ☒ Project Schedule
- VII. **POST CONSTRUCTION SERVICES**
 - ☐ One-Year Warranty Inspection
 - ☒ Record Drawings
- VIII. **SPECIAL SERVICES**
 - ☐ Perspective rendering and/or 3D Computer Imaging
 - ☐ Scale Model
 - ☐ Custom Presentation/Marketing Materials
 - ☐ Building Permit Application
 - ☐ Detailed Building Area Calculations

CHECKLIST OF INFORMATION / SERVICES PROVIDED BY THE CLIENT

Services checked are provided by the Client and/ or Client's Consultants; services not checked are provided by the Architect as noted on the preceding checklist, or are deemed by the Client to not be necessary for this project.

- ☒ Site Selection
- ☒ Platting/ Zoning
- ☒ Hazardous Material Assessment and/or Abatement
- ☒ Environmental Impact Studies
- ☒ Building Permit Affidavit/s
- ☒ Tree/ Landscape Affidavit/s
- ☒ Vested Rights Permit/s
- ☒ Move-in/ Start up
- ☒ Post Construction Accessibility Inspection
- ☒ Site Survey (including, but not limited to, metes and bounds, zoning, platting, utilities, topography, easements, encroachments, existing construction and vegetation)
- ☒ Geotechnical Testing and Evaluation
- ☒ Master Planning
- ☒ Programming
- ☐ Existing Facilities Survey
- ☐ Measured Drawings
- ☒ Civil Engineering
- ☒ Traffic Impact Study
- ☒ Drainage Study
- ☒ Pervious Cover Calculations
- ☐ Structural Engineering
- ☐ Mechanical Electrical Engineering
- ☐ Energy Efficiency Analysis
- ☐ Landscape Architecture
- ☐ Arborist Services
- ☐ Landscape Irrigation System Design
- ☐ Furnishings, Fixtures, and Equipment (FF&E) Selection
- ☐ Estimates/Evaluations of the Cost of the Work
- ☐ Project Schedule
- ☒ Building Permit Application
- ☐ Record Drawings
- ☐ Post-Contract Evaluations

SERVICES PROVIDED BY THE ARCHITECT

I. PRE-DESIGN SERVICES

EXISTING FACILITY SURVEY

The Architect shall observe readily visible aspects of the existing gymnasium building and review existing documents provided by the Client. Based on the observations and documents review, the Architect shall prepare a report assessing existing conditions and recommending corrective measures where necessary in terms of the following criteria:

- Compliance with applicable building codes;
- Life safety considerations;
- Soundness of construction and condition of major building systems;
- Compliance for accessibility to meet the requirements of the Texas Accessibility Standards (TAS).

MEASURED DRAWINGS

The Architect shall field measure readily accessible aspects of the existing gymnasium building and prepare scale floor plan and exterior elevation drawings depicting existing conditions to a reasonable degree of accuracy, on electronic media.

PRE-DESIGN ANALYSIS/ REPORT

The Architect shall review the Master Plan Program and the site and prepare a written report summarizing the approximate scope of work anticipated for each program item. The Architect shall prepare a conceptual estimate of construction cost for each item of work scope and an overall project budget summary. The Architect shall meet with the Client and Stakeholders to review the analysis/report and assist the Client in defining the scope of work to be pursued in the design phases.

II. DESIGN SERVICES

ARCHITECTURAL DESIGN AND CONSTRUCTION DOCUMENTS

SCHEMATIC DESIGN DOCUMENTS: The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan/s, preliminary building plans, and exterior elevation/s studies.

DESIGN DEVELOPMENT DOCUMENTS: The Architect shall provide Design Development Documents illustrating and describing the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections, elevations, and typical construction details.

CONSTRUCTION DOCUMENTS: The Architect shall provide Construction Documents setting forth the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish the selection, composition, and quality levels of materials and systems required for the Project.

During the development of the Construction Documents, the Architect shall assist the Client in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms, and the form of agreement between the Client and the Contractor;

and (2) the Conditions of the Contract for Construction (General Conditions, and Supplementary/Special Conditions if applicable).

If, through no source delay caused by the Architect, the Schematic Design, Design Development, and Construction Documents have not been completed within twelve (12) months from the date of execution of the Client-Architect agreement, services of the Architect beyond this limit shall be provided by the Architect as a Change in Services.

INTERIOR ARCHITECTURE

The Architect shall design and document the interior of the project.

LANDSCAPE ARCHITECTURE

The Architect shall provide design, construction documents, and contract administration for the normal exterior plantings of the Project.

SITE FURNISHINGS SELECTION

The Architect shall select appropriate waste receptacles and related accessories.

EXTERIOR COLOR SELECTIONS

The Architect shall select exterior material and paint colors for the Project.

INTERIOR COLOR/FINISH SELECTIONS

The Architect shall select colors and finishes for the finished portions of the interior of the Project.

SIGN DESIGN AND CONSTRUCTION DOCUMENTS

The Architect shall design and document exterior directional and identification signs and appropriate interior room identification graphics.

STRUCTURAL ENGINEERING

For the Client's convenience, the Architect shall include engage a Consultant to provide design, construction documents, and contract administration services for the normal structural elements of the Project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

MECHANICAL-ELECTRICAL ENGINEERING

For the Client's convenience, the Architect shall engage a Consultant to provide design, construction documents, and contract administration services for normal mechanical-electrical elements of the Project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

ENERGY EFFICIENCY ANALYSIS

The Architect and appropriate Architect's Consultants shall prepare an energy efficiency analysis to determine the Project's compliance with the International Energy Conservation Code, 2000 Edition.

III. CONTRACT PROCUREMENT SERVICES

GENERAL CONTRACT PROCUREMENT SERVICES

The Architect shall assist the Client in obtaining either competitive bids or negotiated proposals and shall assist the Client in awarding and preparing a Contract for Construction.

The Architect shall assist the Client in establishing a list of prospective bidders or contractors.

The Architect shall assist the Client in bid or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Client, the Architect shall notify all prospective bidders or contractors of the bid or proposal results. If requested by the Client, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders/proposers.

If requested by the Client, the Architect shall distribute the Bidding Documents to prospective bidders/proposers and request their return upon completion of the bidding/pricing process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders/proposers.

The Architect shall consider requests for substitutions, if permitted by the Bidding or Proposal Documents, and shall prepare and distribute addenda identifying acceptable substitutions to all prospective bidders/proposers.

The Architect's Contract Procurement Services, whether for competitive bidding or negotiation, shall be provided for a single procurement process. Should the Client elect for any reason to re-bid, re-negotiate, or to change from a bid-to-negotiation or negotiation-to-bid process, the Architect's services shall be provided as a Change in Services.

COMPETITIVE BIDDING

The Architect shall participate in or, at the Client's direction, shall organize and conduct a pre-bid conference for prospective bidders.

The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

The Architect shall participate in or, at the Client's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Client.

IV. CONTRACT ADMINISTRATION SERVICES

GENERAL ADMINISTRATION

The Architect shall provide administration of the Contract between the Client and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this document. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

The Architect's responsibility to provide the Contract Administration Services commences with the award of the initial Contract for Construction and terminates at the issuance to the Client of the final Certificate for Payment.

Should the Architect's Contract Administration Services be required beyond sixty (60) days after the date of Substantial Completion of the Work, the Architect's services beyond this time shall be provided as a Change in Services.

The Architect shall be a representative of and shall advise and consult with the Client during the provision of Contract Administration Services. The Architect shall have

authority to act on behalf of the Client only to the extent provided in this Agreement unless otherwise modified by written amendment.

Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Client and Architect.

The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings and/or Specifications in need of clarification and the nature of the clarification requested.

If deemed appropriate by the Architect, the Architect shall on the Client's behalf prepare, reproduce and distribute supplemental Drawings and/or Specifications in response to requests for information by the Contractor.

If the Architect is required to respond to Contractor's requests for information when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Client-provided information, or prior Project correspondence or documentation, such response shall be provided by the Architect as a Change in Services.

The Architect shall interpret and decide matters concerning performance of the Client and Contractor under the requirements of the Contract Documents on written request of either the Client or Contractor. The Architect's response to such requests shall be made in writing with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Client and Contractor, and shall not show partiality to either. The Architect shall not be liable for the results of interpretations or decisions so rendered in good faith.

The Architect shall render initial decisions on claims, disputes or other matters in question between the Client and Contractor as provided in the Contract Documents. However, the Architect's decision on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

During the Architect's performance of Contract Administration Services, the Architect shall review the project from time to time and may recommend design changes, additions, or corrections. Changes and additions approved by the Client and corrections as necessary shall be added to the work by Change Order. **A contingency fund, in an amount established by the Client in consultation with the Architect, shall be provided by the Client to be used for such changes, additions, and corrections.**

If the contractor has not achieved Substantial Completion of the Project within ten (10) months from the Notice to Proceed, services of the Architect beyond this limit shall be provided by the Architect as a Change in Services.

SITE VISITS/ CONSTRUCTION SITE MEETINGS

The Architect, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to

keep the Client informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Client against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.

The Architect shall attend routine construction progress meetings with the Contractor at the construction site. The Architect shall conduct such meetings, record minutes of the meetings' activities, and distribute minutes to the Client and Contractor.

The Architect shall attend other special site meetings when required for review of mock-ups, pre-construction conferences, and the like.

Site visits to conduct field observations and/or to attend routine construction progress meetings or other site meetings required of the Architect beyond a total of thirty (30) visits over the duration of construction shall be provided by the Architect as a Change in Services.

The Architect shall report to the Client known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The Client shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have the authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

CERTIFICATION OF PAYMENTS TO CONTRACTOR

The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Client, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations

from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

SUBMITTALS

The Architect shall review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

If more than two (2) reviews of any Shop Drawing, Product Data item, Sample or similar submittal are required of the Architect, such additional reviews shall be provided by the Architect as a Change in Services.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

ADMINISTRATION OF CHANGES IN THE WORK

The Architect shall prepare Change Orders and/or Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents by issuing an Architect's Supplemental Instruction (ASI).

The Architect shall review properly prepared, timely requests by the Client or Contractor for Changes in the Work, including adjustments to the Contract Sum and/or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested Changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an ASI and recommend to the Client that the requested change be denied. If the Architect determines that implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Client, who may authorize a Change Order to be prepared.

Should preparation of Change Orders or Construction Change Directives require extensive evaluation of Contractor proposals and/or revisions or additions to the Construction Documents not occasioned by an error or omission of the Architect, such services shall be provided by the Architect as a Change in Services. The Architect will review and take appropriate action on Contractor's proposed substitution of materials or products, where such substitutions are permitted by the Contract Documents.

If the Architect is required to review more than one (1) request for substitution of any material or product or if the Architect is required to review any substitution requested when such substitution is not permitted by the Contract Documents, such review shall be provided by the Architect as a Change in Services.

SUBSTANTIAL AND FINAL COMPLETION INSPECTION

The Architect shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The Architect's Substantial Completion inspection shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to prepare a list of items to be corrected or completed. The Architect shall distribute copies of the list of items to be corrected or completed to the Client and Contractor.

When the Work is found to be substantially complete, the Architect shall inform the Client about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work. When the Architect receives the Contractor's final application for payment, indicating the Final Completion of the Work, the Architect shall conduct a Final Completion inspection. The Architect's Final Completion inspection shall be conducted to determine the Contractor's satisfactory completion of the list of items to be corrected or completed. When the work is found to be finally complete, the Architect shall certify and forward to the Client the Contractor's final application for payment.

The Architect shall receive from the Contractor and forward to the Client: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Client against liens.

Should the Architect be required to make more than one (1) inspection for Substantial Completion and/or more than one (1) inspection for Final Completion, such services shall be provided by the Architect as a Change in Services.

V. GENERAL PROJECT ADMINISTRATION SERVICES

MANAGEMENT OF SERVICES OF ARCHITECT AND CONSULTANTS

The Architect shall manage the Architect's services, consult with the Client, research applicable design criteria, and communicate with members of the Project team. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Client and the Client's consultants, if any.

CLIENT PRESENTATIONS / MEETINGS

The Architect shall make presentations to explain the design of the Project to representatives of the Client. The Architect shall attend meetings periodically with the Client to review the status of the Project and as needed to provide the Architect's services. The Architect shall be entitled to rely on approvals from the Client at such meetings/presentations in the further development of the design.

Should the Architect be required to attend more than ten (10) total such meetings/presentations, exclusive of periodic construction progress meetings with the Contractor which the Client may also attend, such attendance shall be provided by the Architect as a Change in Services.

SPECIAL PRESENTATIONS / MEETINGS

The Architect shall attend meetings and make presentations to explain the design of the Project to others on behalf of the Client.

Should the Architect be required to attend more than four (4) total such special meetings/presentations, exclusive of periodic construction progress meetings with the Contractor which the Client may also attend, such attendance shall be provided by the Architect as a Change in Services.

PRELIMINARY PLAN REVIEW CONFERENCE

The Architect shall arrange and attend a preliminary plan review conference with City Plan Review officials to confirm the general conformance of the design of the Project to applicable City codes and other regulations.

ASSISTANCE IN TEXAS DEPARTMENT OF LICENSING AND REGULATION ACCESSIBILITY (ADA) APPROVAL

The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for approval of the Project for accessibility by the disabled by the Texas Department of Licensing and Regulation (TDLR), including forwarding of documents to a TDLR-licensed Reviewer, and reviewing and responding to Reviewer comments, if any.

Should the Architect be required to (1) make substantive revisions to the Drawings and/or Specifications as a result of revisions required by the TDLR Reviewer which were not reasonably anticipatable by the Architect, (2) apply for variance/s based on TDLR Reviewer comments not reasonably anticipatable by the Architect or necessitated by Client mandated Project design components, or (3) provide services related to Reviewer comments from a post-construction inspection, such services shall be provided by the Architect as a Change in Services.

ASSISTANCE IN SAN ANTONIO HISTORIC & DESIGN REVIEW COMMISSION APPROVAL

The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of the San Antonio Historic and Design Review Commission (HDRC), including attending and making presentations at Commission meetings to obtain conceptual and final approval of the Project.

Should the Architect be required to attend more than three (3) meetings/presentations with the HDRC, such attendance shall be provided by the Architect as a Change in Services.

ASSISTANCE IN CITY BUILDING PERMITTING APPROVAL

In connection with the Client's and/or Client's Contractor's responsibility for submitting documents required for City building permitting, the Architect shall respond

to questions or comments by City plan reviewers related to the Architect's scope of services.

VI. CONSTRUCTION COST AND SCHEDULING SERVICES

OPINIONS OF PROBABLE CONSTRUCTION COST

When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary Opinion of Probable Construction Cost. This Opinion may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of Construction Documents, the Architect shall update and refine the preliminary Opinion of Probable

Construction Cost. The Architect shall advise the Client of any adjustments to previous Opinions of Probable Construction Cost indicated by changes in Project requirements or general market conditions. If at any time the Architect's Opinion of Probable Construction Cost exceeds the Client's budget, the Architect shall make appropriate recommendations to the Client to adjust the Project's size, quality, or budget, and the Client shall cooperate with the Architect in making such adjustments.

The preliminary Opinion of Probable Construction Cost and updated Opinions of Probable Construction Cost prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Project or from any Opinion of Probable Construction Cost prepared or agreed by the Architect.

PROJECT SCHEDULE

When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project Schedule that shall identify milestone dates for decisions required of the Client, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

VII. POST CONSTRUCTION SERVICES

RECORD DRAWINGS

The Architect shall prepare a set of reproducible record drawings of the Project, incorporating changes in the work and other significant variations in the built Project from that depicted in the Construction Documents. The Architect's work shall be based on data provided by the Contractor, upon which data the Architect shall be permitted to rely.

VIII. SPECIAL SERVICES

Not applicable.

Exhibit B

HOURLY RATE COMPENSATION SCHEDULE

<u>Rate Per Hour</u>	<u>Classification</u>
\$105 - 135	Principal Architect
\$75 - 95	Senior Project Manager Architect Landscape Architect
\$60 - 85	Project Manager
\$55 - 65	Intern II
\$50 - 60	Technician II
\$45 - 50	Intern I
\$40 - 50	Technician I
\$40 - 45	Administrative Staff

Hourly rates within each classification are in five dollar increments. The specific hourly rate is dependent on the experience and qualifications of individual personnel. Hourly rates are adjusted from time to time in accordance with the normal salary review practices of the Architect. The current rates in effect at any time are available upon request by the owner.