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CITY OF SAN ANTONIO AGENDA ITEM NO. _____
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Frances A. Gonzalez; Andrew Martin; Peter Zanoni; Milo D. Nitschke; Dennis J. Campa; Fernando A. Guerra, MD, MPH; file

SUBJECT: Medical Center Area Senior Multi-Services and Health Center

DATE: June 10, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the proposal and awards a professional service contract in the amount of \$110,000 payable to Chesney, Morales & Associates, Inc., a MBE, for architectural services, authorizes \$10,000 for contingency expenses, and \$1,000 for advertising expenses for an overall total amount of \$121,000, payable from General Obligations of the City in connection with the Medical Center Area Senior Multi-Services and Health Center project, an authorized 2003-2007 General Obligation Public Health and Safety Improvements Bond project, which will be a collaborative effort between Bexar County and the City, and located in the Medical Center Area in City Council District 8.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project will provide for an approximately 12,000 square-foot facility that will provide services to senior citizens offered by multiple City departments and Bexar County. Collaboration between the City and Bexar County will be formalized by an Interlocal Agreement which will be brought before City Council for approval at a later date. The Community Initiatives Department will provide services at the facility to include a computer lab, lunch and community room, children's resources for senior citizens caring for small children, and counseling. The City's Health Department will also offer counseling services, immunization services and information about foreign travel, a nurses station, examination rooms and a laboratory. Services to be provided by Bexar County could include a satellite courtroom, dispute resolution services, legal aide, consumer protection services and victim assistance.

This ordinance authorizes compensation to Chesney, Morales & Associates, Inc., to provide professional services in preparation for the release of a solicitation for final design services or design-build services for the project. These initial programming services, separated into four phases, will assist in the determination of the final scope of services required for complete project development and will include Community Outreach, Pre-programming, Design-Build Development, and Site Selection.

Phase One, Community Outreach, will include meeting coordination, research, data collection and surveys. Phase Two, Pre-Programming will provide program prioritization, data collection and analysis, program evaluation, design goals, development of required space programs and overall building requirements, cost estimating and the development of a Master Plan. Phase Three, will

include document preparation, participation in the selection process, negotiation and contract development to select a design consultant or a Design-Build Team, as well as conceptual architectural design and schematics. Phase Four, Site Selection, will include research of available sites, meeting coordination, assistance with site selection, and the development of a schematic site plan. The Consultant's Proposal is incorporated as part of the Professional Services Agreement, included herein as Attachment 3.

This firm was selected following the City's release of a Request for Qualifications to which four (4) firms responded. The Public Works Architectural and Engineering Selection Committee selected Chesney, Morales & Associates, Inc., which was rated highest of the 4 firms. The Statement of Interest Review Summary is included herein as Attachment 2. Chesney, Morales & Associates, Inc. currently has no contracts with the City's Parks and Recreation Department and one nearly complete joint venture contract with the City's Public Works Department in connection with the Fire Department Master Plan project totaling \$138,500.

These services are anticipated to be complete by December of 2004. Construction is anticipated to begin in April of 2005 and to be completed in April of 2006.

POLICY ANALYSIS

This project is in accordance with the 2003 Bond Program approved in November 2003. The consultant was selected through the City's RFQ consultant selection process. This ordinance is also a declaration of the City's official intent to reimburse itself from the proceeds derived from the sale of the City of San Antonio, General Obligation Public Health and Safety Improvement Bonds.

FISCAL IMPACT

The 2003 authorized Public Works project, the Medical Center Area Senior Multi-Services and Health Center has total approved City Bond funds in the amount of \$2,500,000 and Bexar County has committed to contribute \$750,000 in County Bond funds for a total project amount of \$3,250,000.

This is a one-time capital improvement expenditure within budget and included in the authorized 2003 Capital Improvements Bond Program. Of the total amount of \$121,000, funds in the amount of \$96,000 will be appropriated from authorized 2003-2007 General Obligation Public Health and Safety Improvement Bond funds, and funds in the amount of \$25,000 are available from a Methodist Health Care Ministry Grant to the City through the Community Initiatives Department and are authorized payable as follows:

\$ 110,000.00	payable to Chesney, Morales & Associates, Inc. for architectural and programming services
\$ 10,000.00	payable for contingency expenses
\$ 1,000.00	payable for advertising expenses

COORDINATION

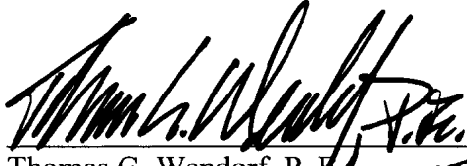
This request for ordinance has been coordinated with the Finance Department, the Office of Management and Budget, the Community Initiatives Department, the Health Department and Bexar County.


SUPPLEMENTARY COMMENTS

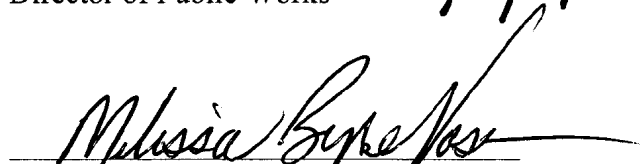
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

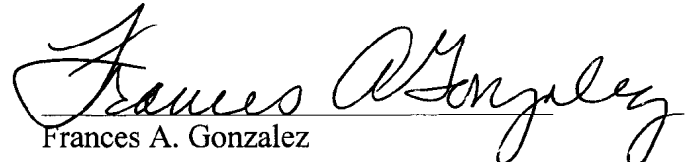
ATTACHMENTS

- 1) Project Map
- 2) A/E Review Summary
- 3) Professional Services Agreement
- 4) Discretionary Contracts Disclosure Form

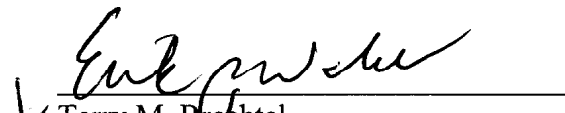

Thomas G. Wendorf, P. E.
Director of Public Works
5/27/04


Dennis J. Campa
Director of Community Initiatives


Melissa Byrne Vossmer
Assistant City Manager


Frances A. Gonzalez
Assistant City Manager

Approved:


Terry M. Brachtel
City Manager



Medical Center Area
Senior Citizen Health Center
Council District No. 8

G.I.S. Location Map



[illegible]

PROFESSIONAL SERVICES CONTRACT	§	STATE OF TEXAS
	§	
ARCHITECTURAL	§	COUNTY OF BEXAR
	§	
CONSULTING SERVICES	§	CITY OF SAN ANTONIO

CONTRACT FOR

MEDICAL CENTER AREA SENIOR MULTI-SERVICES AND HEALTH CENTER

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

Chesney, Morales & Associates, Inc.
4901 Broadway, Suite 250
San Antonio, Texas 78209

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 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 notified in writing to proceed. The scope of the project and the Consultant's services required shall be reduced to a written summary 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 professional services necessary for the development of the Project.

Where applicable, Consultant shall be represented by a registered professional licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings and review meetings.

Where applicable, 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.

II. Scope of Services - Completion Schedule

The scope of services and time period in which such services are to be performed and/or completed by the Consultant is set forth in attachment hereto which is made a part hereof and identified as Exhibit 1.

III. Liquidated Damages

If the Consultant fails to furnish the completed work as herein required, or fails to comply with an attached completion schedule, to the extent Consultant fails to comply, for each day Consultant exceeds the schedule, the Consultant by the execution of this Agreement acknowledges that the City will sustain damages and hereby agrees to forfeit to the City, as liquidated damages and not as a penalty, the amount of \$250.00 per each calendar day.

The Consultant further acknowledges the said amount of liquidated damages is fixed and agreed upon by and between the Consultant and the City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained by the City. These liquidated damages will be implemented following notification of the City to consultant of said failure to furnish completed work.

The Consultant shall not be liable or responsible for, and there shall be excluded from the computation of the aforesaid periods of time, 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.

IV. Coordination with the City.

- A. The Consultant shall hold periodic conferences with the City or its 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 all existing plans, statistics, computations and other data in its possession relative 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 so instructed.
- B. The City may be represented by the Director of a City Department and will act on behalf of the City with respect to the work to be performed under this Agreement. A Director 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 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 contract, but shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefor under other provisions of this contract.

V. Compensation

For and in consideration of the services to be rendered by the Consultant in this Agreement, the City shall pay and the Consultant shall receive the fee set forth in attachment hereto which is made a part hereof and identified as Exhibit 1.

VI. Revisions

The Consultant shall make without expense to the City such revisions to reports or other documents as may be required to meet the needs of the City which are within the Scope of the Project, but 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.

VII. Ownership of Documents

All documents including 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 the Consultant.

VIII. 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.

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 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 herein above, 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 plans prepared under this Agreement prior to the effective date of termination shall be delivered to the City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII 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 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.

IX. 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 Contract, and that he has not for the purpose of soliciting or securing this Contract 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 contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VIII above.

X. Equal Employment Opportunity/Minority Business Advocacy

The Consultant agrees not to 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, the Consultant agrees to abide by all applicable provisions of the Nondiscrimination Clause and the Small Business Economic Development Advocacy Program as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office. In the event non-compliance occurs, the Consultant, upon written notification by the City, will commence compliance procedures within thirty (30) days.

Consultant hereby acknowledges that it is the policy of the City to assist in increasing the competitiveness and qualifications of small ("SBE"), women ("WBE"), African-American ("AABE"), 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 is known as the Small Business Economic Development Advocacy Program (hereinafter referred to as "SBEDA Program").

Where applicable:

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, African-American, 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 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.

Consultant shall maintain records showing all contracts, subcontracts, and supplier awards to SBE/MBE/AABE/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/AABE/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. 77758, 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.

Consultant shall appoint a representative of its company to administer and coordinate its efforts to carry out these requirements.

In all events, Consultant shall comply with the City's Small Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 77758, and the amendments thereto. Said ordinances are incorporated herein for all purposes, as if fully set forth herein.

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.

Any work or services subcontracted by Consultant shall be by written contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractor with the provisions of said contract shall be the responsibility of Consultant.

City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance or services or payment of fees.

XI. 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.

XII. Insurance requirements

A. Prior to the commencement of any work under this Agreement, Consultant shall furnish a completed Certificate of Insurance to the City and City Clerk'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 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 Contract, 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:

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 Bodily Injury and Property Damage 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	Combined Single Limit for Bodily Injury and Property Damage 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	

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 contract provision XV, herein within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

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.

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 (See provision XV. Notices).

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.)

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.

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 contract.

XIII. 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 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, 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, drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, subcontractors, and agents.**

XIV. Severability

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

XV. Notices

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

If intended for CITY, to:

City of San Antonio (and)
Public Works Department
City Architect's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for CONSULTANT, to:

Chesney, Morales & Associates, Inc.
4901 Broadway, Suite 250
San Antonio, Texas 78209

XVI. 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 City Water Board, and City boards and commissions other than those which are purely advisory.

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.

XVII. 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 of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Richard Morales, thereunto authorized President, does now sign, execute and deliver this document.

DONE at San Antonio, Texas, on this ____ day of _____, A. D. 2004.

CITY:**CITY OF SAN ANTONIO****CONSULTANT:****CHESNEY, MORALES & ASSOCIATES, INC.**

By: _____
CITY MANAGER Date

By:  5/28/04
PRESIDENT Date

APPROVED AS TO FORM:

CITY ATTORNEY Date

ATTEST BY:

CITY CLERK Date

EXHIBIT 1**SCOPE OF SERVICES - COMPLETION SCHEDULE**General Services

The Consultant shall:

Review the scope of services furnished by the City to ascertain the requirements of the Project and shall review the understanding of such requirements with the City. 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. Review with the Director alternative approaches to initiation, progression and completion of the Project.

The Consultant shall:

Furnish when necessary 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 contract.

Prepare detailed specifications, developed as applicable, to the particular project. Advise the Director of any adjustments to previous Statements of Probable Cost indicated by changes in requirements or general market conditions.

The Consultant shall:

Review and take other appropriate action (approve with modifications, reject, etc.) product data and samples, but only for conformance with the concept of the Project and compliance with the information given by the Consultant to the Director. Such action shall be taken with reasonable promptness so as to cause no delay.

Specific Services

The Consultant shall:

PROJECT SCOPE

This project will provide for an approximately 12,000 square-foot facility that will provide services to senior citizens offered by multiple City departments and Bexar County. The Community Initiatives Department will provide services at the facility to include a computer lab, lunch and community room, children's resources for senior citizens caring for small children, and counseling. The City's Health Department will also offer counseling services, immunization services and information about foreign travel, a nurses station, examination rooms and a laboratory. Services to be provided by Bexar County could include a satellite courtroom, dispute resolution services, legal aide, consumer protection services and victim assistance.

Consultant's Proposal is incorporated herein as part of this Exhibit.

May 21, 2004

Mr. Bill Hensley
City of San Antonio
P.O. Box 839966
San Antonio, Texas

**RE: Medical Center Area, Senior Multi-Health Center
For the City of San Antonio**

Dear Mr. Hensley:

We are pleased to submit this proposal for the above referenced project. As we discussed we have outlined the four services that you requested.

I. Community Outreach

This section of the proposal facilitates data collection to determine Community Needs.

A. Data Collection for Community Needs:

1. Focus Groups and Meetings.
2. Composition of Focus Groups and Meetings.
3. Agenda, Sign-In Sheets and Materials for Focus Groups and Meetings.
4. Focus Groups and Meetings Data Collection and Analysis Report.
5. Surveys- Outreach for surveys.
6. Composition of Survey Participation
7. Survey Instrument-Sample Survey.
8. Survey Analysis Report.
9. Other Information, Data Collection Techniques, Supportive Activities and/or Processes.

Broadus & Associates ESTIMATED FEE: \$22,930.00
Contingency for Additional Meetings: \$ 2,070.00

PHASE I TOTAL \$25,000.00

II. Pre-Program

This section will provide for a minimum program to define the basic building size and functions required.

A/E Services Program Prioritization

1. **Project Administration/ Scheduling:** The architect will coordinate with the Owner on an on-going basis. The Architect will also update from time to time a schedule for completion of the services of this proposal.
2. **Data collection** The architect will compile information from the following
 - a. City of San Antonio Public Works Department
 - b. City of San Antonio Community Initiatives Department
 - c. City of San Antonio Health Department

- d. City of San Antonio IT Department
- e. Bexar County Public Works
- 3. **Data analysis** Based on the assessment of data gathered, the Architect will develop spreadsheets with information gathered in the collection phase
- 4. **Evaluation of the program** The architect will gather information into a conceptual square footage requirements
- 5. **Establishing project design goals** The architect will develop overall design goals for building, relating to users and the Departments purpose for the building.
- 6. **Development of required space programs** The architect will review spatial requirements for public areas and infrastructure of building proposed departments.
- 7. **Description of overall building requirements** The architect will evaluate use, users and security and purpose; determine needs for possible future expansion; and review access to building relating to public transportation.
- 8. **Opinion of probable cost** The architect will develop an opinion of probable cost based on the estimated square footage from the program.
- 9. **Completion of Programming** The architect will develop and transmit up to 5 copies of the master plan document (8 1/2 x 11 bound book). (Printing of book will be included in the reimbursable allowance listed below.) The book will include
 - a. Data collection
 - b. Data analysis spreadsheets
 - c. Project design goals
 - d. Required space programs
 - e. Summary description of building requirements
 - f. Opinion of probable costs
- 10. The book will not include the following additional program services:
 - a. Design Charrettes and comments
 - b. Matrix Diagram
 - c. Performance Data on Spaces
 - d. The above program will not be an extended written composition of the data collected.

Engineering Consultation: The Architect's services do not include the participation of engineering consultants. However, should the need arise, we will advise the Owner and determine the proposed scope and intent. Services will be billed accordingly.

Chesney Morales & Associates ESTIMATED FEE: \$12,000.00

PHASE II TOTAL \$12,000.00

III. Design Build

This section will provide for the development of documents and Conceptual Design for acquiring a Design/ Builder.

A. Design Build Document Preparation, Negotiation & Contracting: Solicitation Document Preparation, preparation of the contract documents and associated documents for the procurement of a Design Builder. Broadus & Associates will develop, draft, and produce all documents (RFQ/RFP) for the solicitation of the design builder. Additionally, we will produce a proposed design build contract to include in the project's RFP. All these activities will be coordinated with the City of San Antonio. Specific activities for this phase include:

1. **Development of RFQ-** Meet with the City of San Antonio to establish expectations and communication protocol. Provide direction and leadership through the process. Establish approval process with the City for incorporation in contract. Meet with Legal Counsel in order to include all legal elements in RFQ. Attend RFQ pre-proposal conference. Assist in issuing addenda, clarifications, etc. Meet with Selection Committee to provide direction/forms. Review RFQ submissions. Facilitate evaluations of RFQ results. Document RFQ Results. Assist in Invitation to successful short listed firms-include all RFP requirements.
2. **Draft Design Build Contract-** Meet with Procurement Department for inclusion of requirements. Meet with Capital Improvement to establish/ confirm process. Confirm selection criteria. Assist in developing advertisement for newspaper posting. Be available for any questions that might arise.
3. **Development of RFP-** The preparation of RFP and gathering of all design criteria for RFP inclusions. The RFP will include contract draft. Establish dates for RFP/Schedule and confirm Selection Criteria. Attend Pre-proposal conference. Assist in issuing addenda, clarifications, etc. Meet with Selection Committee to provide direction/forms. Review RFP submissions. Facilitate evaluation of RFP results. Analyze Fee and Delivery Schedule response. Document RFP Summary Results. Recommend Best Value Respondent.
4. **Solicitation & Selection-** Negotiation with the selected Design-Build firm and implementation support for the Award of the Design Build contract. Broaddus and Associates will meet with Best Value respondent to discuss all issues related to fee, legal, etc. and negotiate all issues. Completion of the contract and fulfill all insurance and bond requirements making sure all elements are submitted properly and are correct and facilitate start of the Design Build process.

B. Conceptual Architectural Design: Implementing program and developing the optimum Architectural Design.

1. **Schematic Design of Site Plan-** This will provide information of size and requirements of land needed.
2. **Schematic Design of Floor Plan-** This will provide information of spaces, room sizes and adjacencies required.
3. **Schematic Design of Exterior Elevations-** This will provide information on building heights and aesthetic aspects of the building.
4. **Outline of Specifications-** This will provide a schematic outline of Architectural Systems and Materials.
5. **Schematic Design Cost Estimate-** The architect will develop an opinion of probable cost based on the square footage of the schematic design and systems and materials to be used.

Engineering Consultation: The Architect's services do not include the participation of engineering consultants. However, should the need arise, we will advise the Owner and determine the proposed scope and intent. Services will be billed accordingly.

Broaddus & Associates ESTIMATED FEE: \$29,750.00
Chesney Morales & Associates ESTIMATED FEE: \$16,250.00

PHASE III TOTAL \$46,000.00

IV. Site Selection

This section will identify a site for the Senior Multi-Health Center.

- A. **Research:** A site visit in the Medical Center Area (three total sites).
- B. **Review Meeting:** Review of site with the Owner and Users for most desirable location.
- C. **Selection:** Final selection of three sites that meet the programming criteria for the Senior Multi-Health Center.
- D. **Architectural and Utility Schematic Site Plan:** This would include:
 - 1. A **location plan** within the Medical Center Area showing the site (three total sites), VIA stops, Highway locations, adjacencies to Medical Center Hospital and other notable adjacencies.
 - 2. A **schematic site plan** for each of the three sites. The site plans would have a conceptual architectural layout on the site along with basic utility locations.
 - 3. The Schematic Site Plan does not include the following:
 - a. Geological Reports that would contain but not limited to: water depth, foundation requirements or environmental studies.
 - b. Civil Engineering studies that would contain but not limited to: drainage studies, retaining ponds, re-zoning, utility easements, fire hydrants and street or sidewalk issues.
 - c. Landscape studies that would contain but not limited to tree preservation, tree survey and the COSA requirements for landscape.
 - d. Proposal does not include field measuring, field verification, title search, negotiating with landowners or adjacent landowners.

Engineering Consultation: The Architect's services do not include the participation of engineering consultants. However, should the need arise, we will advise the Owner and determine the proposed scope and intent. Services will be billed accordingly.

Chesney Morales & Associates ESTIMATED FEE: \$12,000.00

PHASE IV TOTAL \$12,000.00

Summarize Totals-

Phase I Total	\$25,000.00
Phase II Total	\$12,000.00
Phase III Total	\$46,000.00
Phase IV Total	\$12,000.00
Engineer Contingency	\$10,000.00
Reimbursables	<u>\$ 5,000.00</u>

TOTAL \$110,000.00

Additional Services and Reimbursables

We will provide additional service beyond the Scope of the work and these shall be billed at an hourly rate as follows:

<u>Category</u>	<u>Hourly Rate</u>
Principal	\$125.00 per hour

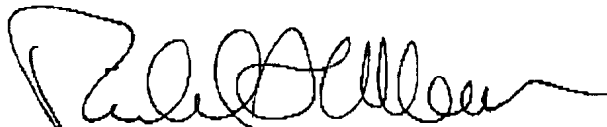
Staff Architect	\$100.00 per hour
Project Manager	\$ 75.00 per hour
Cad Manager	\$ 65.00 per hour
Architectural Intern	\$ 60.00 per hour
Interior Designer	\$ 60.00 per hour
Cad Technician	\$ 50.00 per hour
Secretary	\$ 35.00 per hour

We will allow \$5,000.00 for reimbursables. Reimbursables, such as printing, plotting, postage, deliveries, overnight deliveries, mileage, etc. shall be billed monthly. No plotting or printing required by the City of San Antonio.

There will be \$10,000.00 contingency for Engineer Fees.

Please call me if you need additional information or have any questions. If you find one of these options acceptable, please sign and fax back to our office as an Owner and Architect Agreement. We look forward to beginning this project with the City of San Antonio.

Sincerely,



Richard G. Morales, AIA
NCARB Certified
Chesney Morales & Assoc., Inc.



City Representative

RGM/emb
Enclosure(s)

City of San Antonio
Department of Community Initiatives
Senior Multi-Service and Health Center

PROFESSIONAL PROJECT MANAGEMENT SERVICES for Design-Build Selection Process	FEE	REMARKS
Design-Build (DB) Document Preparation, Negotiation & Contracting		
<p>Solicitation Document Preparation, Preparation of the Contract Documents and Associated Documents for the Procurement of a Design-Build – We will develop, draft, and produce all documents (RFQ/RFP) for the solicitation of the design-builder. Additionally, we will produce a proposed design-build contract to include in the project's RFP. All these activities will be coordinated with City of San Antonio</p> <p>Specific activities for this phase include:</p> <ul style="list-style-type: none"> • Meet with City of San Antonio to establish expectations and communication protocol • Provide direction and leadership through process • Establish approval process with City for incorporation in contract • Meet with Legal Counsel in order to include all legal element in RFQ • Draft Design-Build Contract • Meet with Procurement Department for inclusion of requirements • Meet with Capital Improvement Division to establish/confirm process • Confirm selection criteria • Assist in developing advertisement for newspaper posting • Attend RFQ pre-proposal conference • Assist in issuing addenda, clarifications, etc. • Be available for any questions that might arise • Meet with Selection Committee to provide direction/forms • Review RFQ submissions • Facilitate evaluation of RFQ results • Document RFQ Results • Assist in Invitation to successful short listed firms. Include all RFP requirements • Prepare RFP • Gather all design criteria for RFP inclusion • RFP includes contract draft • Establish dates for RFP/Schedule • Confirm Selection Criteria • Attend pre-proposal conference • Assist in issuing addenda, clarifications, etc. • Meet with Selection Committee to provide direction/forms • Review RFP submissions • Facilitate evaluation of RFP results • Analyze Fee and Delivery Schedule response • Document RFP Summary Results • Recommend Best Value Respondent 	\$22,500	Work will be performed by Mr. Jack Pelleck assisted by Mr. Gilbert Gallegos
Design-Builder (DB) Solicitation & Selection		
<p>Negotiation with the selected Design-Build firm and implementation support for the Award of the Design-Build contract</p> <ul style="list-style-type: none"> • Meet with Best Value respondent to discuss all issues related to fee, legal, etc. and negotiate all issues • Complete contract • Fulfill all insurance and bond requirements making sure all elements are submitted properly and are correct • Facilitate start of Design-Build process 	\$7,250	Work will be performed by Mr. Jack Pelleck assisted by Mr. Gilbert Gallegos
	\$29,750	

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:

Richard G. Morales, AIA

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Chesney Morales & Associates, Inc.

and the name of:

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

N/A

and the name of:

(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

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.

Discretionary Contracts Disclosure

- (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

Political Contributions

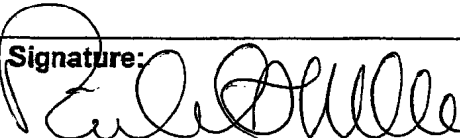
Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *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:
N/A		

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.

N/A

Signature: 	Title: President	Date: May 11, 2004
Company: Chesney Morales & Associates, Inc.		

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.