

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA
ITEM NO. 21

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; Rebecca P. Waldman; Malcolm Matthews; Andrew Martin; Peter Zanoni; Milo D. Nitschke; and file

SUBJECT: Downtown Pedestrian Wayfinding Project

DATE: June 24, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance amends a professional service agreement in the amount of \$18,000 payable to Bender, Inc., dba Bender Wells Clark Design, a W/MBE, for professional design services, and authorizes \$3,000 for design contingency for a total amount of \$21,000, payable from Certificates of Obligation, in connection with the Downtown Pedestrian Wayfinding project, located in Council District 1.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

City Council originally approved the professional services agreement for the Downtown Pedestrian Wayfinding Project through Ordinance Number 92573 on September 28, 2000 and authorized \$70,000 for design services. Bender, Inc., dba Bender Wells Clark Design was selected to provide design services in connection with the development of a downtown wayfinding system to orient visitors and citizens. Community meetings have identified access to HemisFair Park as a priority in the overall project scope. Additionally, the HemisFair Park Area Master Plan adopted by City Council on March 25, 2004 identified improved signage and wayfinding to and within the park as a goal.

In order to ensure coordination with the overall downtown project, staff is requesting an amendment to the professional services agreement and authorization of funds in the amount of \$18,000 payable to Bender, Inc., dba Bender Wells Clark Design for additional professional services. These professional services will include recommendations regarding the relocation, addition or removal of existing signage at HemisFair Park, as well as design criteria, number, and locations, for any new signs. Additionally, these professional services will also include the development of an identifying logo for HemisFair Park (possibly incorporating the 1968

HemisFair Confluence of Civilizations logo), the development of guidelines for facility and tenant signs, an overall site map, the design of kiosks for pedestrians that indicate current location and local points of interest, and coordination with any existing or planned River Walk and Convention Center signage. The consultant will provide a usable graphic image of the site map and logo for use in brochures, flyers, etc. Signage design and placement guidelines are anticipated to be complete in August of 2004, and construction drawings are anticipated to be complete in November of 2004.

This ordinance will increase the total authorized for this professional services agreement to \$88,000.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to support the adopted HemisFair Park Area Master Plan and the Downtown Neighborhood Plan.

FISCAL IMPACT

This is a one-time capital improvement expenditure and is not included in the FY 04-09 Capital Improvement Program Budget. Funds in the amount of \$21,000 are available from Certificates of Obligation for HemisFair Arena Renovations, and are authorized payable as follows:

\$18,000	payable to Bender, Inc., dba Bender Wells Clark Design for design services
\$ 3,000	payable for design contingency

COORDINATION

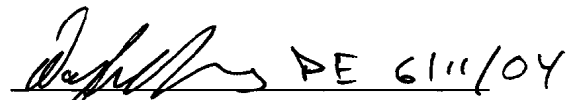
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the Asset Management Department and the Parks and Recreation Department.

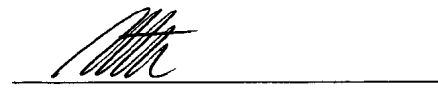
SUPPLEMENTARY COMMENTS

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

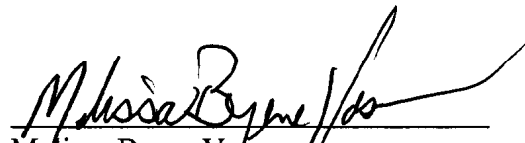
ATTACHMENTS

1. Project Map
2. Proposal
3. Discretionary Contracts Disclosure Form


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

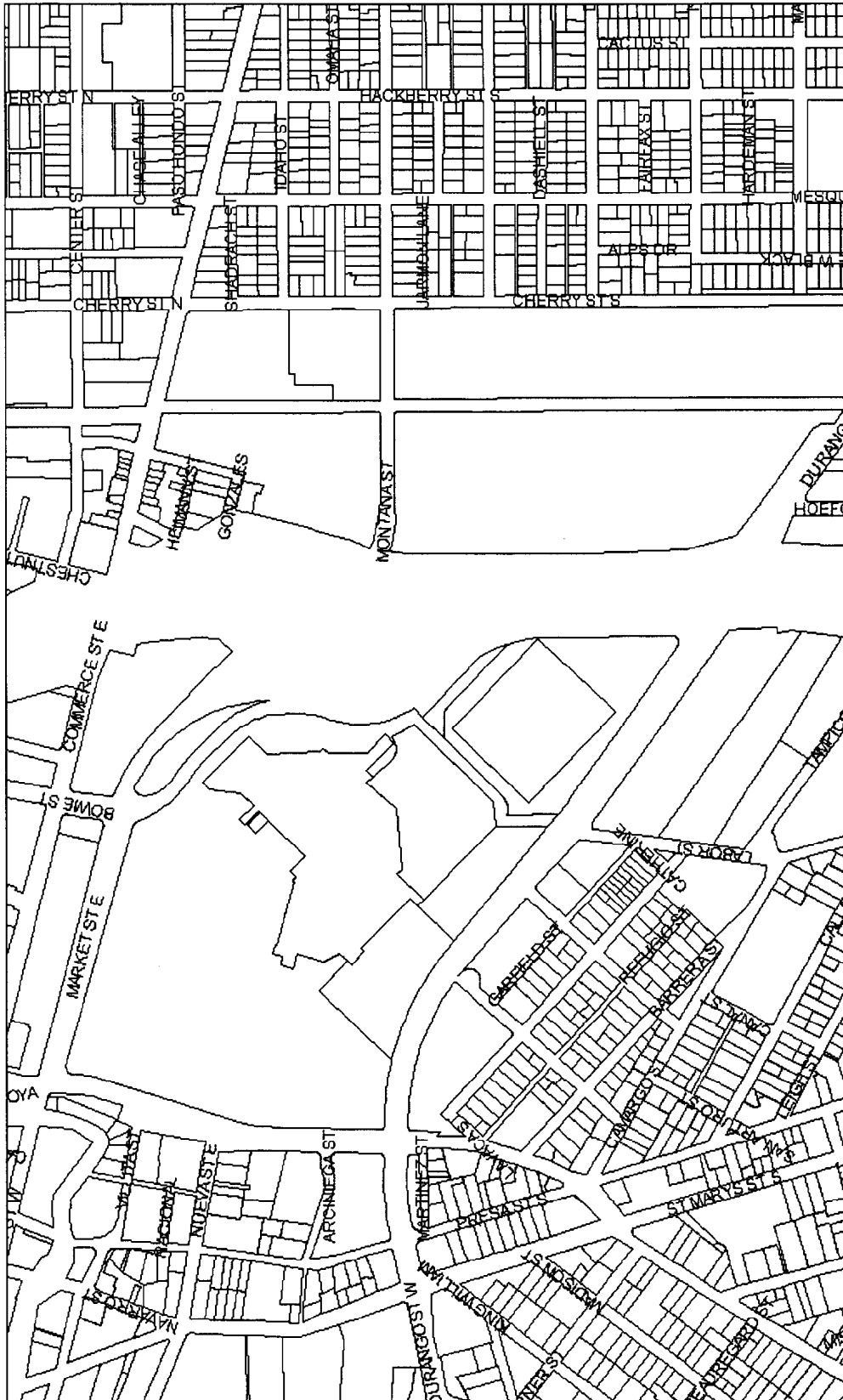

Malcolm Matthews
Director of Parks and Recreation

Approved:


Melissa Byrne Vossmer
Assistant City Manager


Terry M. Brechtel
City Manager

**Hemsfair Wayfinding
Market St E
Council District No.1**



June 8, 2004

Mr. Tim Palomera III
City Architect
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966



Dear Mr. Palomera:

Re: HemisFair Park Pedestrian Wayfinding

Please accept this as our proposal modification from the Downtown Pedestrian Wayfinding Contract for the study, analysis, recommendations, construction documents, and construction administration of HemisFair Park Pedestrian Wayfinding. It is based on our understanding of the desired scope, as discussed at our meeting today and will consist of the following activities:

Inventory and analysis of existing conditions for pedestrian-oriented wayfinding throughout the Park

Develop identity: logo/icon and color reinforcement for HemisFair Park, possibly incorporating the 1968 HemisFair Confluence of Civilizations logo

Develop concepts for a system of graphic elements including design guidelines for tenant signage to coordinate with proposed pedestrian wayfinding elements

Provide schematic designs showing approximate locations, size, shape, mounting system, messages, information, etc.

Present and review with various groups and staff for review and approval

Provide Preliminary Graphics Schedule (recommended wording for signs)

Develop preliminary Cost Estimate for Signage elements and Phasing Recommendations

Present plans for approval from HDRC and City Council

Develop scale model and full-size, full-color mock-ups of sign elements for review

Make recommendations for additional wayfinding elements

**Bender Wells Clark Design
830 North Alamo
San Antonio, Texas 78215
210-692-9221 Fax 210-223-8582**

It is intended that, at the conclusion of this Phase, a clear understanding for the development of Construction Documents and Construction Administration for the HemisFair Park Wayfinding Signage.

The process we propose is as follows. Some activities would be concurrent.

1. Site Exploration and analysis
Field inspection of entire HemisFair Park area
2. Assembly of site data
Site photography
Acquisition of base plans & maps
3. Preparation of base plan for location of graphic elements
Hemisfair Park base map
Photographs of typical and atypical conditions
4. Coordination/meetings with City and other stakeholder representatives for input (5 maximum)
Identify concerns
Identify priorities
5. Coordinate with other Downtown signage/development initiatives
Plans of pedestrian wayfinding signage locations
Review major origins/destinations in the Park
6. Define Logo/icon for the Park
7. Develop graphics for use in preliminary meetings with various groups for input
8. Analysis of base data, comments, and suggestions and prepare recommendations
Review input
Study site locations
9. Prepare graphics and preliminary estimate for HDRC and City Council Review
Preliminary graphics schedule (wording)
Icon development
Hierarchy of sign elements
Color and shape of graphic elements
Design guidelines for tenant signage

10. Develop phasing plan based on comments, funding constraints, etc.
Prioritize locations for elements due to funding limitations if required
Prepare preliminary cost estimates for additional elements
11. Construct mock-ups for temporary installation and feedback

The following are our proposed lump-sum maximum fees for the project, based on a yet to be determined total budget for all project elements.

Programming/Data Collection Items 1 - 3	\$2,500.00
Schematic Design Items 4 - 7	\$4,000.00
Design Development Items 8 - 11	\$4,000.00
Construction Documents:	\$5,000.00
Construction Administration:	\$ 2,500.00
Total Fee all Phases	\$18,000.00

Reimbursable Expenses

For Reimbursable Expenses, a multiple of one and one-tenth (1.1) times the amount expended by **Bender Wells Clark Design** will be billed.

Reimbursable expenses shall include blueprints, mounting, long-distance telephone, cellular, and telefax calls, mailing, Federal Express, or other delivery services, fabrication of mock-ups, etc.

The City's Responsibilities

1. The City shall provide full information regarding their base mapping, existing plans and other requirements for the Project, as expeditiously as necessary for the orderly process of the work.
2. If the City observes or otherwise becomes aware of any fault of defect in the Project, they shall give prompt written notice thereof to **Bender Wells Clark Design**.

Bender Wells Clark Design

3. The City shall be responsible for filing any and all required documents to secure approval of all governmental and/or other authorities having jurisdiction over the Project.
4. The City shall provide for all legal services required for the development of the Project.

Limitations

1. **Bender Wells Clark Design** acknowledges that this contract is an addition to the Downtown Pedestrian Wayfinding Contract previously executed with the City of San Antonio and agrees to all previous terms and conditions.
2. Fees do not include costs for sign samples or consulting engineering services such as civil, structural, mechanical, or electrical. Coordination with such consultants if required is included in Bender Wells Clark Design's fee.
3. Changes in scope or extent of services under the original agreement may be made from time to time by written agreement. Any additional services required because of such changes will be charged at Bender Wells Clark Design's standard rates in effect at that time or at mutually agreed-upon fee.
4. This agreement, and the covenants contained herein, shall be binding on the City and Bender Wells Clark Design, their or its respective partners, heirs, administrators, successors, legal representatives and assigns.
5. Fees will be invoiced and payable monthly based on the amount of work completed. Payments are due within thirty (30) days of invoice date.

General Conditions

1. If significant City-initiated modifications to the program are required after a design has been approved, the City will be billed for the amount of time required to complete any changes at our standard hourly rates.
2. This agreement represents the entire agreement between the City of San Antonio and Bender Wells Clark Design. This agreement may be amended only by written instrument signed by both the City and Bender Wells Clark Design.
3. Bender Wells Clark Design will commence work on the date of execution of this agreement and all work as set forth in the proposed

services shall be completed in a timely manner, assuming the reasonable availability of staff for all meetings and reviews.

4. This agreement may be terminated by either party upon receipt of written notice. In the event of termination, Bender Wells Clark Design shall be paid their compensation for services performed to termination date, including reimbursable expenses then due. Reproducible copies of all work done by Bender Wells Clark Design at time of termination will be made available to the City.

5. Drawings and specifications as instruments of service are and shall remain the property of Bender Wells Clark Design whether or not the project for which they were prepared is executed.

Bender Wells Clark Design is prepared to begin work on this immediately:

Our attention will be focused, not only on excellent design, but also on schedule, cost, quality control, and acquisition of the materials for the project.

We can provide you with the most qualified and responsive services and support possible.

We appreciate the opportunity to submit our proposal to you and are very excited about the prospect of working on this project. Please do not hesitate to call me if you have any questions.

Sincerely,

Bender Wells Clark Design

Beth Bender Wells

Beth Bender Wells, SEGD
President

If these arrangements are acceptable to you, please indicate by signing a copy of this proposal and returning it to us.

ACCEPTED BY:

Signature

Title

Date

Bender Wells Clark Design

ATTACHMENT 2
City of San Antonio
Discretionary Contracts Disclosure*

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

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

Disclosure of Parties, Owners, and Closely Related Persons

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

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

None

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

Bender Wells Clark Design
830 North Alamo
San Antonio, Texas 78215

and the name of:

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

None

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;

None

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.

None

Political Contributions

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

To Whom Made:	Amount:	Date of Contribution:
Peoples Nine Committee	\$300.00	10-20-03

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.

None

Signature: <i>Beth Bender Wells</i>	Title: President Company: Bender Wells Clark Design	Date: 6-8-04
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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.