

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council
FROM: Thomas G. Wendorf, P.E., Director of Public Works
SUBJECT: Hausman Road Branch Library
DATE: June 16, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the proposal and amends a professional service contract in the amount of \$273,800 payable to Rehler Vaughn & Koone, Inc., an SBE firm, for architectural services and authorizes \$72,000 for Contingency, \$50,000 Environmental Contingency and \$2,000 for Advertising Expenses, for a total ordinance amount of \$397,800 in connection with the Hausman Road Branch Library project, an authorized 1999-2004 and 2003-2007 General Obligation Bond funded project located on Hausman Road in Council District 8.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

This ordinance accepts the proposal, amends the professional services agreement with Rehler Vaughn & Koone, Inc., and authorizes additional compensation in the amount of \$273,800 for architectural services in connection with the Hausman Road Branch Library project. This ordinance also authorizes \$72,000 for contingency and design alternatives, \$50,000 environmental contingency for early site work, which includes the demolition of existing abandoned structures and other considerations such as securing the existing masonry structure that will remain, and \$2,000 for advertising expenses.

This project will provide for an approximately 16,000 square-foot facility located within a 24-acre park site on Hausman Road, in the vicinity of Woller Road. Construction is anticipated to begin in April 2006 and to be completed in July 2007.

A previously executed professional service contract in the amount of \$58,000 with Rehler Vaughn & Koone, Inc., for services in advance of the full scope of design services, was approved by City Council on April 29, 2004, through Ordinance No. 99115, with a provision that an amendment would be necessary for the full scope of

professional services. This Ordinance will increase the total amount approved for this contract to \$331,800.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to implement previously approved 1999-2003 General Obligation Library Improvement; 2003-2007 General Obligation Library Improvement; and 2003-2007 General Obligation Park Improvement Bond funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget in the amount of \$397,800 and is included in the FY 05-10 Capital Improvement Program Budget. Funds in the amount of \$228,600 are available from 1999 General Obligation Library Improvement Bonds and \$144,200 are available from 2003 General Obligation Library Improvement Bonds and \$25,000 are available from 2003 General Obligation Park Improvement Bonds and are authorized payable as follows:

| | |
|--------------|---|
| \$273,800.00 | to Rehler Vaughn & Koonc, Inc. for architectural services |
| \$ 72,000.00 | for contingency expenses |
| \$ 50,000.00 | for early site work (Environmental Contingency) |
| \$ 2,000.00 | for advertising expenses |

COORDINATION

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

SUPPLEMENTARY COMMENTS

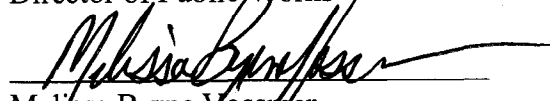
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

ATTACHMENTS

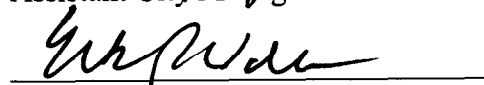
1. Project Map
2. Proposal
3. Discretionary Contracts Disclosure Form



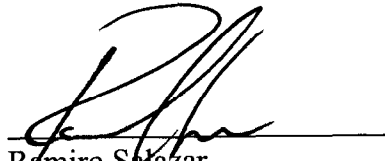
Thomas G. Wendorf, P.E.
Director of Public Works



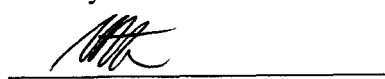
Melissa Byrne Vossmer
Assistant City Manager



J. Rolando Bono
Interim City Manager



Ramiro Salazar
Library Director

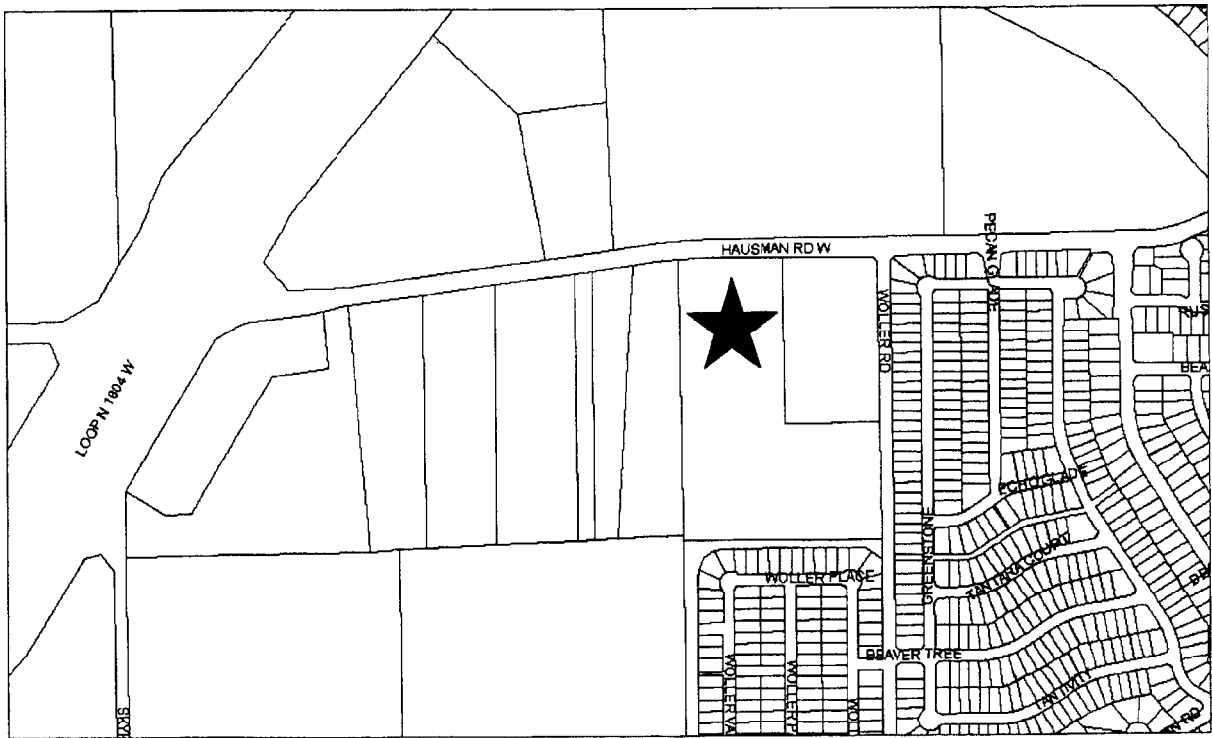


Malcolm Matthews
Parks & Recreation Director

Attachment 1
Project Location Map

District 8 Library, Library Upgrades and New Park

Project Location Map



7938 Hausman Rd. W
CITY COUNCIL DISTRICT NO. 8



Architects
Interior Designers
Landscape Architects

June 1, 2005

Mr. Chester Slimp
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

RE: Hausman Road Branch Library & Park

CHESTER, thank you for the opportunity to submit the enclosed proposal for architectural services.

If you have any questions regarding the proposal, please let me know. We look forward to working with you.

Ken Rehler
President

Enclosures

pkd

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PROJECT SCOPE

The project consists of a new one-story branch library of approximately 16,000 sq. ft. on a 24 acre park site located Hausman & Wollar Rd., San Antonio, TX. The project construction estimate budget is approximately \$1,925,500 for the basic library, \$685,500 for library upgrades.

BASIC SERVICES

1. **Schematic Design** - Based on site and program information developed during the Initial Phase Services, we will prepare a site plan illustrating the size and relationship of the project components. We will develop design sketches to determine the scale and character of the project. We will prepare a schematic floor plan and color rendered exterior elevations.
2. **Design Development** - Based on the approved schematic design work, we will prepare additional drawings and other documents to fix and describe the size and character of the project. Interior design services for the selection of finishes and colors will be provided.

During this phase, our consultants will determine the civil, structural and mechanical-electrical requirements and systems to be used, as appropriate.

3. **Construction Documents** - Based on the approved design development work, we will prepare architectural construction drawings and specifications setting forth the requirements for the construction of the project. As part of our quality control, we will take one to two weeks to review and coordinate all architectural and consultant drawings before final printing. The drawings will be prepared utilizing computer-aided design and drafting equipment (CAD). We will also assist you in preparing the conditions of the contract for construction.

During this phase, our consultants will prepare the drawings and specifications for the civil, structural and mechanical-electrical engineering portions of the project.

4. **Bidding or Negotiation** - We will assist you in obtaining General Contractor proposals and in preparing and awarding a contract for construction.
5. **Construction Administration** - We, assisted by our consultants, will provide administration of the construction contract consisting of the following services:
 - a. review each shop drawing, sample, and other submittal by a contractor;
 - b. prepare or review each change to plans or specifications;
 - c. visit the construction site at intervals appropriate to the stage of construction to:
 - i. become generally familiar with and keep the client generally informed about the progress and quality of the portion of the construction completed;
 - ii. make a reasonable effort to identify defects and deficiencies in the construction;
 - iii. determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the plans and specifications.
 - d. Notify the client in writing of any substantial deviation from the plans and specifications that may

- prevent the building from being occupied or utilized for its intended use.
- e. Review and issue the contractor's monthly Application and Certificate for Payment.
6. **Building Permit Services for the City of San Antonio** - The City of San Antonio requires that the Architect or Engineer be the prime contact for all building permits. We can submit for building permit and will provide to the City information required by them, answer their questions and provide services as required to help the City process the application for building permit. Fees paid by the Architect will be reimbursed by the Owner.

ADDITIONAL SERVICES

Additional Services include any work which is not outlined as part of the Basic Services above and/or any work required beyond the limitations set forth in this proposal. If our work proceeds based on an approved design and changes are later required, the extra work necessary to make the changes will be done as an additional service. The following will also be provided as additional services:

1. **Sign/Graphics Design**- We can provide design and documentation for exterior project and/or construction site signs, interior building graphics and sign standards, as you may require.

CONSULTANT SERVICES

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

Civil - M. W. Cude Engineers, LLC
Structural - Lundy & Franke Engineering
MEP - ms2 Inc.

BASIC COMPENSATION

Compensation for Basic Architectural Services 1-5 (Schematic Design through Construction Administration) inclusive of normal structural, mechanical electrical engineering will be a stipulated fixed fee of One Hundred Ninty Eight Thousand Nine Hundred Dollars (\$189,300).

Payments for Basic Services will be made monthly. Compensation for each basic service 1-5 will equal the following percentages of the total basic services fee:

| | |
|-----------------------------|-----|
| Schematic Design | 15% |
| Design Development | 20% |
| Construction Documents | 40% |
| Bidding/Negotiation | 05% |
| Construction Administration | 20% |

ADDITIONAL SERVICE COMPENSATION & REIMBURSABLE EXPENSES

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

Reimbursable expenses, such as reproduction of documents (exclusive of interoffice and inter-disciplinary coordination prints), auto travel mileage, delivery charges, long distance communication, freight, and expenses incurred in travel and lodging will be billed monthly at 1.15 times our cost and building permit fees will be billed at our cost. All reimbursable expenses will be in addition to the above compensation.

See Exhibit 1 for the estimated allowances for additional services, which totals \$84,500.

INVOICES

Invoices for the work we have performed will be submitted to you each month. Payment is due upon receipt. If payment is overdue, interest will be charged @ the rate set forth by state law.

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

EXHIBIT 1

HAUSMAN ROAD BRANCH LIBRARY & PARK

Project No. 03065

Fee Summary

| | Library | Upgrade | Total |
|---|------------------|-----------------|------------------|
| Basic A&E Services Fee | \$139,600 | \$49,700 | \$189,300 |
| Additional Services (allowances) | | | |
| 1) Landscape Architecture | 3,000 | 8,000 | 11,000 |
| 2) Tree Preservation Plan | 2,500 | 1000 | 3,500 |
| 3) Geotechnical | 6,000 | 500 | 6,500 |
| 4) Materials Testing | 16,000 | 2,300 | 18,300 |
| 5) Survey (Topo. & Trees) | 5,000 | 1,500 | 6,500 |
| 6) Platting | 4,000 | 1,200 | 5,200 |
| 7) Civil Engineering fees | 7,000 | 5,000 | 12,000 |
| 8) Storm Water Policy Prev. Plan | | | 0 |
| I. Plan | 2,000 | | 2,000 |
| II. TNRCC Fee | 5,000 | | 5,000 |
| 9) TDLR Fee (ADA) | 1,000 | | 1,000 |
| 10) Fire Flow Test | 1,500 | | 1,500 |
| 11) Traffic Impact Analysis | 2,000 | | 2,000 |
| 12) Archeology Investigation | 5,000 | | 5,000 |
| 15) Reimbursables (printing, etc.) | 4,000 | 1,000 | 5,000 |
| Total | \$64,000 | \$20,500 | \$84,500 |

EXHIBIT 2

HAUSMAN ROAD BRANCH LIBRARY & PARK

Production Schedule

| | |
|--------------------------------|-----------|
| Schematic Design Phase | |
| Calendar Days Used | 60 days |
| Design Development Phase | |
| Calendar Days Used | 45 days |
| Construction Documents Phase | |
| Calendar Days Used | 105 days |
| Bidding / Award | 120 days |
| Anticipated Construction Phase | 14 months |



City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

N/A

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

Lundy & Franke Engineering

Ms2, Inc.

M.W. Cude Engineers, LLC

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

| By Whom Made: | To Whom Made: | Amount: | Date of Contribution: |
|---------------|---------------|---------|-----------------------|
| | | | |


(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

| | | |
|--|--|---------------------|
| Signature:  | Title: PRES. Company or D/B/A: RENIER VAUGHAN & KOONE, INC. | Date: 6-1-05 |
|--|--|---------------------|

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.