

**CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

SUBJECT: Upper Salado Creek Greenway Improvements Project

DATE: September 29, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance amends the current professional services contract with Rehler Vaughn & Koone, Inc. for additional work in connection with the Upper Salado Creek Greenway Improvements Project in City Council Districts 8 and 9 for the amount not to exceed \$118,888.20; authorizes \$25,000.00 for mandatory project fees, \$443.77 for archaeological services, and \$16,500.00 for topographical survey fees for a total amount of \$160,831.97; authorizes the encumbrance of these funds from 1999-2003 Park Bond funds and provides for payment.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Park Bond funds of \$932,422.00 were originally approved in 1999 for the Lorence Creek Linear Park/Upper Salado Creek Greenway Improvements Project in City Council Districts 8 and 9, agreed upon by both City Council members at that time. The project was to encompass a new linear park called Lorence Creek Park, located at 14800 Henderson Pass between Blossom Park and McAllister Park in City Council District 9, and a new greenway segment called the Upper Salado Creek Greenway, located at Salado Creek and Blanco Road in City Council District 8. Improvements to Lorence Creek Park were to include elements such as parking area, lighting, trail systems, trailhead features and portable toilet enclosure. Improvements to Upper Salado Creek were to include elements such as parking area, trailhead, kiosk and trail to Blanco Road. After several meetings, the neighborhood residents agreed with the purchase of the Lorence Creek Park land but they did not want it to be developed, they wanted it to be left as a natural greenway.

This amendment to the existing contract follows the decisions at public meetings to forego improvements proposed for Lorence Creek Linear Park. These funds will now be used for additional improvements to the Upper Salado Creek Greenway Improvements project. The funds will be supplemented by \$1,518,000.00 from Proposition 3 sales tax funds.

The scope of this project will provide professional landscape architectural services for the design and construction inspection of the improvements to the Upper Salado Creek Greenway to include a hike/bike trail system with trailhead area and associated amenities along the Salado Creek between Huebner Road and Blanco Road, encompassing a larger area than previous plans. The

firm of Rehler Vaughn & Koone, Inc. has previously been selected to provide architect and engineering design services, to include schematic design, design development, preparation of construction documents, contractor bidding and negotiation and construction administration. Design work has been progressing and it is anticipated that this current addition will begin in September 2005 and will be completed in March 2006.

POLICY ANALYSIS

The firm Rehler Vaughn & Koone, Inc. responded to the City's advertisement for Request for Qualifications on the first design phase of this project. The City Council approved the selection of this firm to provide professional design services in connection with the Upper Salado Creek Greenway Improvements on November 21, 2002 through Ordinance No. 96762.

FISCAL IMPACT

The Upper Salado Creek Greenway Improvements Project is funded from \$932,422.00 in 1999 Park Bond funds and \$1,518,000.00 from 2000 sales tax funds. It is anticipated that the cost to complete this portion of the design project will be \$160,831.97, allocated from 1999 Park Bond funds. Consultant fees are \$118,888.20, mandatory project fees are \$25,000.00, archaeological services are \$443.77, and topographical survey fees are \$16,500.00. The General Fund is not impacted.

COORDINATION

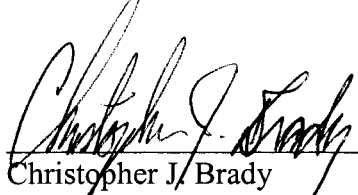
This action has been coordinated with the Linear Creekways Advisory Board, Public Works Department, Office of Management and Budget, and the Finance Department.

SUPPLEMENTARY COMMENTS

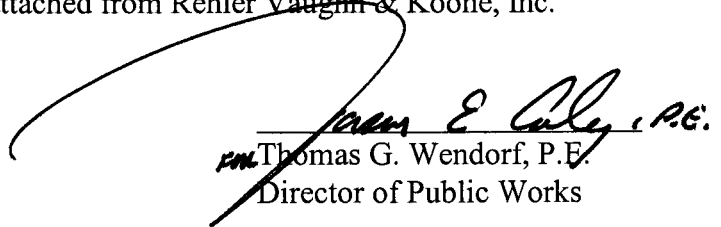
A Discretionary Contracts Disclosure Form is attached from Rehler Vaughn & Koone, Inc.



Malcolm Matthews
Director of Parks and Recreation



Christopher J. Brady
Assistant City Manager



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



Rolando Bono
City Manager

City of San Antonio Discretionary Contracts Disclosure*

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

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

Disclosure of Parties, Owners, and Closely Related Persons

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

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

N/A

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

Rehler Vaughn & Koone, Inc.

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

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

Fernandez Frazier White
ms2, Inc.
CF Zavala Group
Adams Environmental

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.

(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

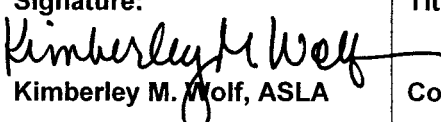
Political Contributions

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:
John Clamp Campaign (KMW)	\$100.00	2/21/04
Friends of Toni Moorhouse (DB)	\$100.00	2/28/04
John Clamp Campaign (DB)	\$100.00	2/28/04
Friends of Toni Moorhouse (KMW)	\$100.00	3/04/04
Robert Aguillon (KMW)	\$100.00	3/04/04
Carroll Schubert (KMW)	\$100.00	3/11/04
Thomas Aguillon (DB)	\$100.00	3/16/04
Josh Copeland (DB)	\$100.00	3/16/04
Carroll Schubert (GV)	\$1000.00	2/16/04
Carroll Schubert (GV)	\$1000.00	3/05

Disclosures in Proposals

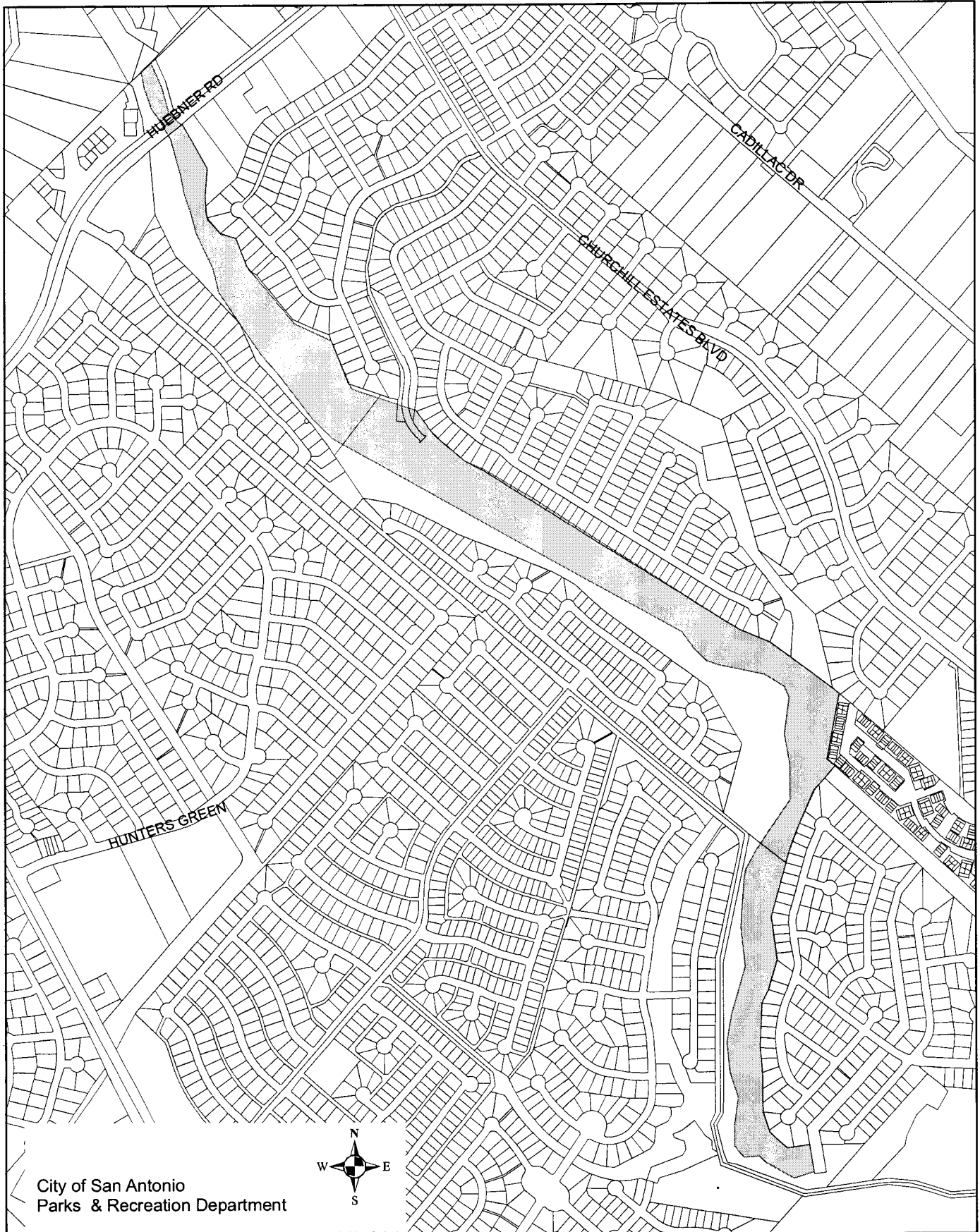
Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:  Kimberley M. Wolf, ASLA	Title: Vice President, Landscape Arch. Company: Rehler Vaughn & Koone, Inc.	Date: July 15, 2005

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 careful consideration of whether or not recusal is required.

City of San Antonio
Public and Recreation Department

Site Map Upper Salado Creek Greenway



Attachment I

Upper Salado Creek Greenway Improvements
26-00148

REVENUES:

<u>Description:</u>	<u>Current Funds</u>	<u>Revisions</u>	<u>Revised Funds</u>
1999 Park Bond Funds (\$932,422)	\$172,018.95	\$160,831.97	\$332,850.92
2000 Sales Tax Initiative (\$1,518,000)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	\$172,018.95	\$160,831.97	\$332,850.92

EXPENDITURES:

<u>Description:</u>	<u>Current Budget:</u>	<u>Revisions:</u>	<u>Revised Budget:</u>
26-00148-03-02 Land Acquisition	\$35,000.00	\$0.00	\$35,000.00
26-00148-03-01-01 Title Fees	\$622.95	\$0.00	\$622.95
26-00148-01-19-01 Consultant Contract Fees	\$116,724.25	\$118,888.20	\$235,612.45
26-00148-01-19-02 Consultant Contingency	\$8,375.75	\$0.00	\$8,375.75
26-00148-01-19-03 Mandatory Project Fees	\$0.00	\$25,000.00	\$25,000.00
26-00148-01-19-04 Archaeological Services	\$9,296.00	\$443.77	\$9,739.77
26-00148-01-19-05 Topographical Survey Fee	\$0.00	\$16,500.00	\$16,500.00
26-00148-01-10 Bid Advertising/Printing	<u>\$2,000.00</u>	<u>\$0.00</u>	<u>\$2,000.00</u>
Total:	\$172,018.95	\$160,831.97	\$332,850.92

PROJECT SCOPE

The project consists of a new creek greenway project on the Upper Salado Creek between Old Blanco Road and Huebner, located in San Antonio, TX. The project construction budget is approximately \$2,000,000.

BASIC SERVICES

1. **Schematic Design/Design Development** - Based on a topographic survey and tree survey of the site, site plan and other required project information provided to us, we will develop concepts and a preliminary design plan for the landscape development of the project. This will include the following elements, as appropriate: Site analysis, conceptual master plan of the park, development of a parking area, interpretive signage, a trailhead with lighting, a trail system, a portable toilet enclosure, design enhancement and a bridge at the wash-out. In addition, we will assess the existing building on the Voelcker property as far as its suitability for use by park staff and/or park users. The assessment will involve input by a structural engineer, electrical engineer, and an architect to determine the building's viability and suitability with regard to current codes.

Based on the approved schematic design work, we will review the proposed grading provided by the civil engineer of record, particularly with regard to existing trees and proposed trails. We will prepare specifications setting forth the requirements for this work.

We will provide preliminary details of major unique site conditions and paving. We will review the electrical engineer's lighting layout.

We will prepare a preliminary opinion of probable project cost. The topographic and tree survey will be required before design work can begin. The Schematic Design/Design Development Phase will be submitted for City staff to review 45 days after receipt of the topographic and tree survey.

2. **Construction Documents** - Based on the approved design development work, we will prepare landscape architectural construction drawings and specifications setting forth the requirements for the construction/installation of the work. As part of our quality control, we will 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 revise the opinion of probable project cost, as required. We will comply with all local ordinances. The Construction Documents phase will be submitted to city staff for permitting and bidding 90 days after we are given Notice to Proceed. We understand that the City of San Antonio will require the project schedule to take no longer than six months from Notice to Proceed to the issuance of bid documents.

3. **Bidding and Negotiation** - We will assist you in obtaining General Contractor bids, or negotiated proposals, and in preparing and awarding a contract for construction.
4. **Construction Administration** - We will provide administration of the construction contract consisting of the following services:
 - a. review each sample and other submittals by a contractor or consultant;
 - b. prepare or review each change to a plan 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 landscape plans and specifications.
 - d. Notify the client in writing of any substantial deviation from the landscape plans and specifications that may prevent the building from being occupied or utilized for its intended use.
 - e. Review and issue the contractor's Application and Certificate for Payment.

ADDITIONAL SERVICES

Additional Services include any work which is not outlined in 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.

CONSULTANT SERVICES

We will rely on outside professional firms to provide archeological services, ecological services, civil engineering, electrical engineering and landscape architectural services necessary for the design of this project.

BASIC COMPENSATION

Compensation for our Basic Services will be a stipulated fixed fee of Two Hundred Thousand dollars (\$200,000) for the Upper Salado Creek Greenway and includes architecture, electrical engineering, civil engineering and landscape architecture.

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

Schematic Design/Design Dev.	40%
Construction Documents	30%
Bidding/Negotiation	05%
Construction Administration	25%

CONSULTANTS' COMPENSATION

We anticipate needing the engineering and/or other special consulting services listed below. The fees for these services will be in addition to our basic services fee. Consultants will be engaged by us and Consultant fees will be billed to you at our cost.

With our present knowledge of the project scope, we expect the required consulting services and fees to be as follows:

Upper Salado Creek Greenway Improvements

Archeologist (Center for Archeological Research, the UTSA) Time Schedule: fieldwork and submittal of draft report may take 30 days, followed by a 30-day review period by the THC \$9,739.77.

Civil Engineer (Fernandez, Frazer, White & Associates) survey (to be completed within 45 calendar days unless wet weather intervenes at which additional days will be required \$16,500.

Field work along Salado Creek showing centerline location of trail with elevations and trees within 25 feet on both sides of said centerline. The centerline will be established on the ground using GPS coordinates. This will establish permanent horizontal controls. FEMA benchmarks will be used for vertical control. Drainage Study and Water Pollution Abatement Plan (if required) \$25,000.

ADDITIONAL SERVICES 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, and we will 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), Texas Accessibility Standards review and inspection fees, 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 or any other governmental fees required will be billed at our cost. All reimbursable expenses will be in addition to the above compensation.

INVOICES

Invoices for the work we have performed will be submitted to you each month. Payment is due upon receipt. If payment is overdue beyond thirty (30) days of billing date, carrying charges are guaranteed by you to be paid at the rate of one percent (1.0%) per month of the amount past due, plus any legal fees or expenses necessary for collection of the delinquent account. If payment becomes more than sixty (60) days past due, we reserve the right to stop work on the project, and any liabilities and/or additional expenses caused by our termination of activity will be assumed by you.

OTHER PROVISIONS

This proposal is subject to change if this agreement has not been signed within sixty (60) days. Any work which you request prior to signing this proposal will be billed to you on an hourly basis.

Site Improvements - Basic parking paving, curbs, a bridge, driveways and walks or trails on relatively level land are included in the civil engineer's basic design services. However, design services for special site improvements can be established after the scope of the work has been determined.

As a part of our basic services, we will develop a conceptual site grading scheme and review the civil engineer's grading plans. Design and documentation of the site grading and drainage plan, including any necessary drainage structures, will be prepared by Fernandez, Frazer, White & Associates.

Our services do not include providing base documents which need to be prepared independently for you by others, such as boundary surveys, topographic surveys, subsoil investigations, and other documents required to describe existing conditions of the project. Our work will be prepared based on the documents which you furnish to us. Any site plans, base files, or surveys sent to RVK in electronic format shall be set to world coordinates. Any architectural or ancillary drawings such as floor plans or overlay surveys, if included as separate drawing files, shall be electronically attached to the site plan with the same 0,0 insertion point as the site plan and survey.

The City of San Antonio has a Tree Preservation Ordinance No. 35-523 which is to be strictly enforced by the City of San Antonio. The Owner and the Contractor should be aware of the requirements during construction. The Ordinance states in 35-493 Violations to the Tree Preservation Standards, "Any person who commits a violation of this chapter shall be subject to a civil penalty of up to one thousand dollars (\$1,000.00) per violation or a criminal penalty of up to two hundred dollars (\$200.00) per violation per day and may be required to attend one or more training seminars. For the purpose of calculating penalties, each day on which violation is found to exist shall constitute a separate and sanctionable offense."

We will exercise professional judgement to design the project in compliance with the Americans with Disabilities Act Architectural Guidelines (ADAAG). However, because the ADAAG is federal civil rights legislation and not a building code or ordinance, we cannot warranty that our design will include everything required for "complete compliance" with the ADAAG.

Our Construction drawings will be produced utilizing computer-aided design and drafting equipment (CAD). Our final construction drawing work product will be "hard copy" documents on which the Landscape Architect's seal and signature have been affixed. We will not be liable to you for the completeness or accuracy of drawings or other documents provided to you on electronic media, if any.

Should you choose to terminate this agreement for any reason, you may do so by notifying us in writing. In this event, our total compensation due would be for that portion of our services provided and reimbursable expenses incurred to the date of our receiving your written notice.

Our compensation for each Basic Services include the following client meeting structure:

Basic Services 1 through 4 (Schematic Design/Design Development through Bidding/Negotiation), six public meetings with Neighborhood Associations and COSA boards & Commissions.

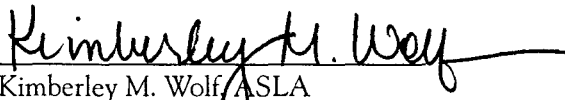
If more public meetings are required, our time, including time spent traveling to and from such meetings will be provided as an Additional Service.

We do not warranty our work to be perfect and without fault. In the preparation of designs, drawings and specifications, errors and omissions may inadvertently be made. Our total liability to you for any and all injuries, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall not exceed that total amount of our fee (excluding any fees paid to engineers or other outside consultants).

We will coordinate our work with that of the engineers and other consultants, but each consultant will be directly responsible for the timeliness, accuracy and completeness of the consultant services performed.

We each acknowledge that no representations other than those expressed herein have been made by either party. Further, each of the parties is experienced in business matters of the type which are the subject of this agreement and has relied on his/her own experience and judgement or that of legal counsel in evaluating these terms.

Scott Stover, RLA
City of San Antonio



Kimberley M. Wolf, ASLA
Vice-President, Landscape Architecture
Rehler Vaughn & Koone, Inc.

Date

Date

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.