

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECT SERVICES FOR
FIRE STATION 53 LIVING QUARTERS REPLACEMENT
PROJECT NO: 23-04056**

This Amendment to the Professional Services Agreement for Fire Station 53 Living Quarters Replacement Project is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, acting by and through its City Manager, and Alamo Architects, Inc. ("Consultant"), acting by and through its duly authorized corporate representative, as set out below. The City and Consultant are referred to collectively herein as the "Parties".

WHEREAS, on November 10, 2022, through Ordinance 2022-11-10-0872, City Council approved the execution of a Professional Services Agreement between the Parties for Professional Services for the Project; and

WHEREAS, on June 22, 2023 the Parties executed a Professional Services Agreement for the Project in an amount not to exceed \$479,805.00 ("Original Agreement"); and

WHEREAS, on July 27, 2023, the Parties amended the Original Agreement adding additional services and contract capacity of \$17,900, for a total current contract capacity of \$497,705; and

WHEREAS, the Parties desire to add additional services and increase the contract capacity by \$120,830.87, as described in the proposal letter attached as **Exhibit 1**, and summarized in the table below:

Previous Contract Capacity	\$479,805.00
Previous Amendment	\$17,900.00
Present Contract Capacity	\$497,705.00
Amendment Amount	\$120,830.87
New Contract Capacity	\$618,535.87

WHEREAS, the Contract Price is hereby revised to a not to exceed amount of \$618,535.87;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement is amended as follows:

1. **Contract Price.** The not to exceed amount of the Contract Price is hereby increased in the amount of \$120,830.87 for a revised not to exceed Contract Price of SIX HUNDRED EIGHTEEN THOUSAND, FIVE HUNDRED THIRTY-FIVE AND 87/100 U.S. DOLLARS (\$618,535.87).
2. **Additional Services.** The additional services described in the proposal letter attached as **Exhibit 1**, are hereby added and incorporated into the Original Agreement.

Except as amended hereby, all other provisions of the Agreement and corresponding Amendments are hereby retained in their entirety and remain unchanged.

EXECUTED and **AGREED** on this date: _____.

CITY OF SAN ANTONIO

ALAMO ARCHITECTS, INC.

(Signature)

Razi Hosseini, P.E., R.P.L.S.
Director, Public Works Department

(Signature)

Jim Bailey, AIA
Senior Principal

Approved as to Form:

Assistant City Attorney

EXHIBIT 1



October 13, 2023

Mr. Jeffry Knippel
Capital Programs Manager
Public Works Department
City of San Antonio
100 W. Houston St., Street Level
P.O. Box 839966
San Antonio, Texas
78283-3966

Re: Revised Proposal for Fire Station 53
Alamo Architects Job No. 2023-04

Dear Mr. Knippel:

Alamo Architects is pleased to provide the City of San Antonio with the following revised proposal to provide professional architectural services for the new addition to and partial remodel of Fire Station 53 to be located at 14102 Donop Road in San Antonio, Texas. This agreement will supersede the previously approved agreements for **Basic Services** (dated 2023-04-18) and **Reimbursable Expenses** (dated 2023-06-20).

Project scope:

New construction to take place at the existing FS 53 site. Addition of approximately 11,200 sf one-story building adjoining the existing apparatus bay. New construction to include an additional fire apparatus bay, 1 EMS bay with Plymovent vehicle exhaust system, USDD Fire Alerting System / Joker Stand, Kitchen / Dining, Day Room, Public Lobby, Offices, Officers' dorms, Fire Fighters' dorms, EMS dorms and quarters. Exercise room, laundry, restrooms, and bathrooms, mechanical and electrical rooms, IT room, emergency generator, mechanical yard, storage, public and staff parking, entrance and exit drives, landscaping.

We propose the following **Basic Services**:

Schematic Design Phase

- Review the scope of work furnished by the CITY to ascertain the requirements of 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 CITY alternative approaches to design and construction of the Project.

- Coordinate the proposed Project with all utility companies that may affect this Project and request the most current available records showing the location of utilities.
- Prepare for approval by the CITY based on mutually agreed upon program and Project budget requirements, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of the Project alternatives.
- Submit to the CITY a Statement of Probable Construction Cost based on current area, volume, or other unit costs.
- Furnish the CITY with three (3) hard copies and one electronic copy (in PDF format) of the Schematic Design Phase documents.
- Assist in the planning and coordination of foundation investigations, soil borings, and other tests should they be required for the design of the Project.

Design Development Phase

- Prepare for approval by the CITY, based on the approved program or Project budget, Design Development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. Prepare and provide a Statement of Probable Construction Cost based on unit costs.
- Attend three (3) citizens meetings if required and as deemed necessary, meet with CITY officials.
- Furnish the CITY with three (3) hard copies and one electronic copy (in PDF format) of the Design Development documents. One (1) hard copy will be distributed to the Facility User, two (2) hard copies will be retained by the CITY, of which one red lined set will be returned to the DESIGN CONSULTANT, and one (1) electronic copy will be retained by the CITY as a record. Upon review and approval of said documents, the CITY will furnish to the DESIGN CONSULTANT, in writing, authority to proceed with the Construction Documents Phase.

Construction Documents Phase

- Attend not more than three (3) citizens meetings if required and as deemed necessary, meet with CITY officials.
- Prepare detailed contract drawings and specifications, after authorization has been received from the CITY to proceed with the Construction Documents Phase. These designs shall combine in all respects the applications of sound architectural principles with a high degree of economy.
- Prepare specifications for the project.
- Prior to the actual printing of the final Construction Documents (plans, specifications, and proposals) one (1) advance copy shall be submitted to the CITY. Upon review and approval of said documents, the DESIGN CONSULTANT shall provide and submit same to the CITY as follows:
- Submit one (1) set of Plans and Specifications for review of State Handicapped Requirements to the Texas Department of Licensing & Regulation Architectural Barriers, Program Manager
- Submit three (3) sets of Plans and Specifications to the City Architect's Office for the City Architect, Building Maintenance and the Department Director.

- Deliver one (1) set of Plans and Specifications in electronic format (PDF format) to the City's Plans and Records Office, CIMS, Contract Services.
- Advise the CITY of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

Bidding and Negotiations Phase

- Upon the direction of the CITY, issue Plans and Specifications for bidding purposes, receive and record plan deposits; prepare, issue and deliver addenda required for the bid documents; maintain a record of issuance and receipt of same; furnish to the CITY a statement that the DESIGN CONSULTANT has provided, and all bidders have received the Plans and Specifications and any necessary addenda thereto prior to opening of the bids. Attend the Pre-Bid Conference as scheduled by the CITY to provide clarification and interpretation to bidders.
- In consultation with the City set a charge for plans and specifications (bid documents) based on the cost of printing and handling, said charge to be assessed all bidders and vendors. Return of bid documents and any refund to be made will be in accordance with normal city policy.
- Once the Construction Contract is signed, the successful bidder's document deposit along with all available sets of documents will be turned over to the CONSTRUCTION CONTRACTOR. Provide to the City additional sets of contract documents as required for the successful bidder and subcontractors to use during the construction phase.
- Attend the formal opening of bids and shall tabulate and furnish to the CITY a bid tabulation together with recommendation regarding the award of the contract within 5 working days from the date of bid opening.
- Provide all documents to the City in the form as specified by the City which may include hard copies as well as electronic versions.

Construction Phase

- Attend a Pre-Construction Conference with the Representatives of the interested Departments.
- Visit the site in intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. Provide the CITY with a Memorandum Record of each jobsite visit and submit a Monthly Report to the CITY plus two additional copies as determined by the City. The Monthly Report shall include the status of the project, and information to indicate the progress and performance of the Contractor in accordance with the Contract Documents.
- Submittals: review and take other appropriate action (approve with modifications, reject, etc.) upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action shall be taken with reasonable promptness to cause no delay. Such reviews and approvals, or other actions, shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and program incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- Receive and review certificates of inspections, testing (to include field, laboratory, shop, and mill testing of materials) and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents to determine generally that the results certified substantially comply with the Contract Documents which are submitted to him. The Consultant shall also recommend to the City special inspection or testing when deemed necessary to assure that materials, products, assemblies, and equipment conform to the design concept and the Contract Documents.
- Review and approve in concert with the CITY all colors, materials, fabrics, etc., relating to finishes required.
- Review and approve in concert with the CITY equipment required to be submitted and tested by the Plans and Specifications for compliance with Project design and performance specifications.
- Determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Monthly Estimates (and Final Estimate) and issue recommendations to the CITY for payment of such amounts as provided in the Contract Documents.
- Observe the initial start-up of the Project and the necessary performance tests required by the Specifications of any machinery or equipment installed in and made a part of the Project. The Consultant shall advise the City representatives if, in his opinion, the machinery or equipment is not operating properly.
- Perform in company with the CITY representative(s) a "conditional approval" and a "final" inspection of the Project to observe any apparent defects in the completed construction, assist the CITY in consultation and discussions with the Contractor(s) concerning such deficiencies, and make recommendations as to replacements or corrections of the defective work.
- After completion of the work, and before final payment to the Contractor, recommend to the CITY that the CONSTRUCTION CONTRACTOR receive final payment from the CITY based on the completion of all close-out activities including the delivery of "Record Drawings" by the CONSTRUCTION CONTRACTOR, who has control of the work and who is in a position to know how the Project was constructed. After receiving this information shall provide "Record Drawings" in electronic format to the CITY. "Record Drawings" shall be provided by consultant at no additional cost to the City. The Consultant shall not be held liable for the information supplied him by the CONSTRUCTION CONTRACTOR and/or City representative.
- Review and deliver to the CITY all manufacturer's warranties or bonds, equipment maintenance and operating manuals, and similar data on materials and equipment incorporated in the Project as required by the Contract Document and shall attend and monitor the CONSTRUCTION CONTRACTOR's commissioning and training of systems and equipment as applicable.
- Develop, at the request of the CITY, any changes, alterations or modifications to the Project, which appear to be advisable and feasible, and in the best interest of the CITY. Such alterations shall appear on or be attached to the CITY's form "Change Order Request". Obtain the Contractor's acceptance of the proposed alteration prior to submitting it to the CITY for its approval. No work shall be authorized to be done by the Contractor prior to receipt of the CITY's approval of the "Change Order Request".

Additional Services

1. Prepare, through our civil engineer, a hydrology/detention study and plan should it be required.
2. Prepare, through our civil engineer, a topographic tree and improvement survey should it be required in addition to the information provided by the CITY.

- *A proposal for this scope of work was submitted to Public Works on 9/11/2023 for approval in the amount of \$9,900.*
- 3. Provide, through a consultant, a fire flow test, should one be required.
- 4. Provide green building design services either through a consultant or by the architect's own staff, should these services be required.

Compensation

For the services described above, we propose the following. This proposal is intended to be a fixed fee assuming a project scope as described above. Should the project scope increase by 10% or more, we will adjust our fees proportionally.

It is our understanding that the City of San Antonio may choose not to construct this project immediately following the completion of the Construction Documents. The fees enumerated herein for the Construction Administration phase shall apply if construction starts within 12 months of the completion of Construction Documents. If construction commences after 12 months from the completion of Construction Documents, we reserve the right to adjust our remaining fees to be in alignment with our current fee structure, and to make any required updates to the drawings as necessary to meet applicable building and life safety codes.

Basic Services

This fee includes Architectural, MEP, and Structural Engineering, Landscape Architecture and Civil Engineering, Telecom/Security consulting, life safety/code consulting. Consultant costs listed as estimates in the accompanying table will be billed as a reimbursable with a 15% service charge. We assume one submission package for the project. If more packages are required, the fee will need to be adjusted to accommodate the additional packaging.

Civil Engineering	\$ 44,762.50
Landscape Architecture	\$ 14,000.00
Structural Engineering	\$ 37,960.00
Architectural Services	\$ 293,000.00
MEP Engineering	\$ 123,220.00
Telecom / Security	\$ 27,995.00
Cost Consulting	\$ 19,300.00
<u>Life Safety / Code Consulting (estimate)</u>	<u>\$ 7,000.00</u>
	\$ 567,237.50

Reimbursables

Reimbursable expenses will be billed to you at cost. Reimbursable expenses are all monies expended specifically on your behalf in order to do a proper job. They include, but are not limited to courier services, printing of drawings, TDLR registration and inspection fees, or other incidental costs required to execute the work of Basic Services listed above.

We propose a flat fee for reimbursables not to exceed: \$8,000.00

Total Compensation

Previously Completed Work (Programming / SD)	\$33,398.37
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Basic Services	\$ 567,237.50
Reimbursables	\$ 8,000.00
	\$ 608,635.87

For additional work we may be requested to do or changes in scope of more than 10% from the Program supplied us, we will bill at the following rates.

Senior Principal	\$ 275.00
Principal	\$ 250.00
Senior Associate	\$ 225.00
Associate	\$ 200.00
Senior Project Manager (Arch / Int Design)	\$ 190.00
Senior Architectural / Interior Design Staff / Project Manager I	\$ 175.00
Architectural / Interior Design Staff I / Project Manager II	\$ 150.00
Landscape Architect	\$ 150.00
Architectural / Interior Design Staff II	\$ 100.00
Architectural / Interior Design Staff III	\$ 75.00
Professional Intern / Residency	\$ 60.00
Administration I	\$ 175.00
Administration II / Clerical	\$ 100.00

Limitation of liability:

Client and Architect have discussed the risk, rewards and benefits of the project and the Architect's total fee for services. The risks have been allocated such that the Client agrees that, for the fullest extent permitted by the law, Architect's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims of expenses arising out to this agreement from any causes shall not exceed the fee. Such causes included, but are not limited to, Architect's negligence, errors, omissions, strict liability, breach of contract, and a breach of warranty.

We will notify you prior to undertaking any additional services and shall not proceed until we receive written authorization.

It is our understanding that this proposal will be appended to the standard City Contract for Architectural Services, which you will prepare.

Thank you for your attention and please feel free to call us if you have any questions.

Sincerely,

Accepted,



Jim Bailey, AIA
Alamo Architects

Jeffry Knippel
City of San Antonio