

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECT SERVICES FOR
THE CARVER BRANCH LIBRARY RENOVATION PROJECT
NO.: 23-04032**

This Amendment to the Professional Services Agreement for Architect Services for the Carver Branch Library Renovation Project (“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 Alta 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; and

WHEREAS, on May 26, 2023 the Parties executed a Professional Services Agreement in an amount not to exceed \$1,222,517.00 ("Original Agreement"); and

WHEREAS, the Parties have since amended the Original Agreement adding additional services and contract capacity of \$19,285.00 for a total current contract capacity of \$1,241,802.00; and

WHEREAS, the Parties seek to add additional design services for Phase 2 of the Project and increase the contract capacity by \$473,981.00 to the contract, as described in the Fee Proposal attached as **Exhibit 1**, and summarized in the table below:

Original contract capacity	\$1,222,517.00
Previous contract amendments	\$19,285.00
Present contract capacity	\$1,241,802.00
Amendment amount	\$473,981.00
New contract capacity	\$1,715,783.00

WHEREAS, it is understood between the Parties that Exhibit 1 is attached solely for reference to the additional scope of services contained therein, and City is not bound by any additional terms or conditions contained therein nor in any attachments thereto; and

WHEREAS, the Contract Price is hereby revised to a not to exceed amount of \$1,715,783.00; and

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 \$473,981.00 for a revised not to exceed Contract Price of ONE MILLION, SEVEN HUNDRED FIFTEEN THOUSAND, SEVEN HUNDRED EIGHTY-THREE AND NO/100 U.S. DOLLARS (\$1,715,783.00).

2. **Additional Services.** The additional services described in the proposal letter attached as **Exhibit 1**, excluding any additional terms contained therein or in any attachments thereto, are hereby added and incorporated into the Original Agreement.

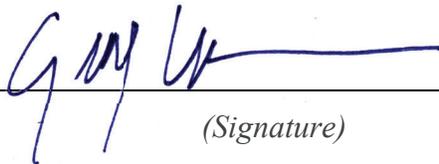
Except as amended hereby, all other provisions of the Agreement and corresponding Amendments are hereby retained in their entirety and remain unchanged.

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

CITY OF SAN ANTONIO

ALTA ARCHITECTS, INC.

(Signature)



(Signature)

John Peterek
Interim Assistant City Manager

Geof Edwards, AIA
CEO

Approved as to Form:

Tino Gallegos
Assistant City Attorney

Exhibit 1



May 05, 2024

CITY OF SAN ANTONIO

Attn: Ms. Evelyn Gamez (c/o Byron Smith)
Project Manager, Senior Architect
Public Works Department, Vertical
San Antonio, TX.

**RE: CITY OF SAN ANTONIO - CARVER BRANCH LIBRARY
Proposal for Phase Two Addition through 90% Construction Documents**

Dear Ms. Gamez:

Alta Architects is pleased to submit this proposal City of San Antonio for a Phase Two Addition to the Carver Library located at 3350 E Commerce Street, San Antonio, Tx 78220. This Phase Two addition in envisioned to add approximately 7500 s.f. to the facility and will include a number of spaces to enhance the functionality of the Library including but not limited to an enlarged multipurpose meeting space.

SCOPE OF SERVICES:

Alta Architects proposes to provide full architectural design services through the completion of 90% Construction Documents for the new addition. Our services will include architectural design, structural, mechanical, electrical, plumbing, and civil engineering services, along with landscape architecture, telecom, A/V infrastructure, security design and services. We will also provide estimating services through Design Development. The Alta Team will prepare design documents that will be sufficient to define the scope of the project and provide an estimate of probable cost to a 90% Construction Document level per the standard City of San Antonio professional Services agreement for projects of similar scope.

We propose to use the following subconsultant to help us complete the design and construction documentation on this project:

- | | |
|---------------------------------|----------------------------------|
| • Architectural Services | Alta Architects & VLK Architects |
| • Landscape Architecture | Dunaway |
| • Civil Engineering | MTR Engineers |
| • Structural Engineering | RSCR Engineers |
| • MEP Engineering | CNG Engineering |
| • Telecom, A/V, Security Design | Combs Consulting Group |

PROFESSIONAL SERVICE FEES:

We propose to perform the services described above for a lump sum fee of **\$ 473,981.00**. See attached consultant proposals for additional information and see below for a breakdown of this lump sum fee amount. The Architectural fees also includes coordination and management of all the entities involved.

Architectural Services	\$ 266,537.00
Landscape Architecture	\$ 14,186.00
Civil Engineering	\$ 42,120.00
Structural Engineering	\$ 14,186.00
MEP Engineering	\$ 116,140.00
Telecom, A/V, Security Design	\$ 11,572.00
Cost Estimating	\$ 9,240.00
TOTAL FEE	\$ 473,981.00

ADDITIONAL SERVICES:

For all additional service items not described in this proposal, we propose that both parties, prior to commencing work on additional services, agree upon a lump sum fee for the work. Compensation for Additional Services involving an outside consultant shall be computed as a multiple of 1.1 times the expenses incurred by the Architect, the Architect’s employees, and consultants.

REIMBURSABLE EXPENSES:

Reimbursable expenses are in addition to compensation for the Architect’s services and include expenses incurred by the Architect and Architect’s employees and consultants directly related to the Project. Reimbursable expenses would include charges related to travel, printing, and delivery. Compensation for Reimbursable Expenses shall be computed as a multiple of 1.0 times the expenses incurred by the Architect, the Architect’s employees, and consultants.

INVOICING:

Fees for professional Basic Services and reimbursable expenses will be billed monthly. The monthly billings for Basic Services will correspond to the percentage of work complete for this assessment.

SCHEDULE:

We propose to complete this scope of work based on a schedule that will be mutually agreed upon by all parties prior to beginning work and will include milestone dates, as requested by the City of San Antonio.

If you are in agreement with the provisions outlined above, then please return a signed copy of this proposal for our records. A signed copy of this proposal shall serve as our Agreement for this package of work. Once again, we want to thank you for the opportunity to be of service to the City of San Antonio. We look forward to taking part in this exciting project.

Sincerely,

ALTA ARCHITECTS



Geof Edwards, AIA, CEO

Approved

Date

copy: (Alta: Edwards, Carrillo, Lingerfelt)