

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECT SERVICES FOR
THE SAPD K-9 UNIT FACILITY RELOCATIONS PROJECT
NO.: 23-04086**

This Amendment to the Professional Services Agreement for Architect Services for the SAPD K-9 Unit Facilities Relocations 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 Pfluger 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 the Project; and

WHEREAS, on May 16, 2023, the Parties executed a Professional Services Agreement in an amount not to exceed \$193,938.40 ("Original Agreement"); and

WHEREAS, the Parties have previously amended the Original Agreement adding additional services and contract capacity of \$60,625.50, for a total current contract capacity of \$254,563.90; and

WHEREAS, the Parties seek to add additional professional services and increase the contract capacity by \$176,383.50 to the Project, as described in the two Fee Proposals attached as **Exhibit 1** and **Exhibit 2**, and summarized in the table below:

Original contract capacity	\$193,938.40
Previous contract Amendments	\$60,625.50
Present contract capacity	\$254,563.90
Amendment amount	\$176,383.50
New contract capacity	\$430,947.40

WHEREAS, it is understood between the Parties that Exhibits 1 and 2 are 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 \$430,947.40; 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 \$176,383.50 for a revised not to exceed Contract Price of FOUR HUNDRED THIRTY THOUSAND NINE HUNDRED FORTY-SEVEN AND

40/100 DOLLARS (\$430,947.40).

2. **Additional Services.** The additional services described in the proposal letters attached as Exhibits 1 and 2, excluding any additional terms contained therein nor 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

PFLUGER ARCHITECTS, INC.

(Signature)

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

(Signature)

Robyn Popa
Managing Principal

Approved as to Form:

David A. Harris
Assistant City Attorney

Exhibit 1



October 9, 2024

COSA SAPD
100 W. Houston
San Antonio, TX 78205
Attn: Byron Smith, City Architect

2022-2027 General; Obligation Bond Program Design Services – New K-9 Facility – Revised Fee Proposal for Professional Services

Dear Mr. Smith,

On behalf of my team, I would like to submit this proposal for revised Basic Services on the K-9 Facility project. This revision to the Basic Services fee will be to re-site the facility to a location near the Armory building. Pfluger has prepared a proposal for professional design services; the following points outline our understanding of the scope of work that will be necessary:

- The scope will include professional services for work at the San Antonio Police Training Academy located at 12200 SE Loop 410. A new K-9 training facility and outdoor training yard will be located East of the Armory. The building will be 2,100 square feet in size and the training yard will be approximately 20,000 square feet in size.
- Our original proposal (Issued March 29, 2023) was composed with the following professional services under Basic Services fee: architecture/interior design, structural engineering, MEP engineering, civil engineering, landscape architecture, technology/security consultant, and furniture fixture and equipment coordination. The original proposal did not include site or geotech surveys. All these terms remain unchanged.
- This proposal is a revision to our Basic Services fee, as the project has changed substantially (both in size and in location/site), and requires a repeat of all phases that had been previously completed under the previous scope/site. Due to repeating some phases, we acknowledge that there will be some efficiencies in some tasks. However, there is also a substantial amount of work that cannot be carried over from the past work effort, and will thus need to be recreated. Our approach to acknowledging those efficiencies is outlined in this proposal; and we are still proposing a lump sum fee.
- Should any other consultants or services be required, as the project or program develops, or at the Owner's specific request, we respectfully request the ability to negotiate those fees as additional services.

Schedule:

An updated schedule will need to be developed for this revised scope, in conjunction with COSA and SAPD input. We had previously agreed to expedite the schedule for this project (via a previously-approved additional service), completing documents within a 4-1/2 month timeframe. While actual revised dates and milestones have not been confirmed at this time, this overall expedited timeframe to complete contract documents is still agreeable to the design team.

Scope:

The deliverables and expectations in each phase of the project (SD, DD, CD, B&N, CA) remain unchanged from our previous proposal.

Parking Canopy: The design team will coordinate the location of the canopy. It is our understanding that COSA

will coordinate design of both the structural system and canopy cover with a third-party vendor. Should this need to be added to this design team's scope we respectfully reserve the right for additional services.

Project Budget:

It is the design team's understanding that the project has a construction budget of \$1,838,494. The budget summation is based on the following, as provided by COSA:

FY 23 Construction Budget	\$993,494
SAPD Funding for Parking	\$265,000
SAPD Funding for Security	\$180,000
<u>SAPD 622 Funding</u>	<u>\$400,000</u>
Total Construction Budget	\$1,838,494

Fee:

We request the following fee for the redesign and re-site of the K-9 facility: **a lump sum fee of \$175,025** (One Hundred Seventy-Five Thousand, Twenty-Five Dollars). This fee is based on several considerations:

- We believe that this project is most closely associated with a Type III project (comparable to a combination of a police station + offices with tenant finish out + classroom), and have thus referenced the fee %s assigned to a Type III project with a budget of "\$1M to < \$3M" in the City of San Antonio Fee Schedule (issued as Exhibit D in RFQ # PW060822DH – Architectural Services for the 2022-2027 General Obligation Bond Program).
- For phases that have been previously completed with the original larger scope + alternate site location, but will require repeating with the adjusted scope/location, we are proposing to take a reduced % fee to acknowledge these phases will not need to be repeated with the same level of effort as what was done previously. These phases are SD + DD + CD + B&N. We have calculated a lump sum based on a 9% fee (the lowest fee assigned to our project type + budget) for these phases.
 - $\$1,838,494 \times 15\% \text{ (SD Phase)} \times 9\% = \mathbf{\$24,820}$
 - $\$1,838,494 \times 20\% \text{ (DD Phase)} \times 9\% = \mathbf{\$33,093}$
 - $\$1,838,494 \times 40\% \text{ (CD Phase)} \times 9\% = \mathbf{\$66,186}$
 - $\$1,838,494 \times 5\% \text{ (B\&N Phase)} \times 9\% = \mathbf{\$8,273}$
- For the phases that have not commenced yet (the CA phase), we have assigned the designated fee % that is shown on the Fee Services schedule in determining our lump sum for this phase. At the budget indicated above, this would correlate to an 11.6% fee.
 - $\$1,838,494 \times 20\% \text{ (CA Phase)} \times 11.6\% = \mathbf{\$42,653}$
- For compensation that has been paid to-date: we consider this is fee earned in association with the team's authorized work to develop the larger scope and previous site location, and thus is not factored into this revised proposal as a stipulated fee discount or delineated fee reduction. Any reduction or discount on our fee (to account for streamlined efforts for repeated phases) has been accounted for in the reduced fee % for those particular phases, as described above.
- As we proposing an overall lump sum fee, should the scope of the project increase by more than 10% of the value identified in the project budget section of this proposal we respectfully request to adjust the fee to align with the adjusted scope.
- Our proposed fee breakdown, by phase, remains unchanged from our previous proposal.

Reimbursable Expenses:

The terms of reimbursables remain unchanged from our previous proposal.

If these terms are acceptable, please execute this agreement by signing below, retaining the original for your records and returning an electronic copy. Upon concurrence of this proposed revised fee, we will provide the City of San Antonio with the breakdown of the revised fee on a consultant-by-consultant basis.

On behalf of all of us at Pfluger, I want to express my sincere appreciation for your time and consideration of this proposal. We look forward to working with the City of San Antonio and embarking on successful project. Should you have any further questions, please do not hesitate to call me at (210) 227-2724.

Respectfully submitted,



Robyn L. Popa, AIA | Managing Principal

Attachments:

- Exhibit D from RFQ # PW060822DH (1 page)

Approved:

Signature

Date

Printed Name and Title



**CITY OF SAN ANTONIO
PUBLIC WORKS
DEPARTMENT**

EXHIBIT D

Services Fees for Architectural/Professional Services

This table provides the percentage amounts to be used for negotiating services fees. The Public Works project manager will utilize this table to negotiate services fees.

Estimated Construction Cost (not Project Budget)	Type I		Type II		Type III		Type IV	
	New	Renovation	New	Renovation	New	Renovation	New	Renovation
Less than \$500K	9.4	10.3	10.4	11.8	12	13.8	13	15.0
\$500K to < \$1M	9.2	10.1	10.2	11.5	11.8	13.6	12.8	14.7
\$1M to < \$3M	9	9.9	10	11.3	11.6	13.3	12.6	14.5
\$3M to < \$5M	8.8	9.7	9.8	11.1	11.4	13.1	12.4	14.3
\$5M to < \$8M	8.4	9.2	9.4	10.6	11	12.7	12	13.8
\$8M to < \$15M	8	8.8	9	10.2	10.6	12.2	11.6	13.3
\$15M to < \$25M	7.2	7.9	8.2	9.3	9.8	11.3	10.8	12.4
\$25M to < \$40M	6.8	7.5	7.8	8.8	9.4	10.8	10.4	12.0
\$40M to < \$70M	5.8	6.4	6.8	7.7	8.8	10.1	9.8	11.3
\$70M to < \$100M	5	5.5	6	6.8	7.6	8.7	8.6	9.9
\$100M to < \$200M	4.4	4.8	5.4	6.1	7	8.1	8	9.2
\$200M to < \$400M	4	4.4	5	5.7	6.4	7.4	7.4	8.5
Over \$400M	3	3.5	4	4.5	5.4	6.2	6.4	7.4

This table provides percentage amounts to be referenced as a guideline in negotiating service fees. Service Fees for Architectural/Professional Service will, at the time of the initial fee negotiation and all subsequent scope of service amendments, be established on an amount not to exceed, not a percentage-based amount. The Public Works project manager will utilize this table as a reference to negotiate service fees, not to contract for Professional Services.

Type I: Examples include shops, maintenance buildings, warehouses/storage, parking structures, parking lots

Type II: Examples include housing, stadiums (grandstand type), office buildings without tenant finish-out, outdoor or sports lighting

Type III: Examples include parks and playgrounds, recreational facilities, swimming pools, classrooms, senior centers, fire stations, police stations, auditoriums, offices with tenant finish-out, convention facilities, computer rooms, art galleries, replacement mechanical or electrical systems

Type IV: Examples include libraries, museums, research facilities, laboratories, medical clinics, hospitals, courthouses, correctional facilities, IT/communications/data center buildings

Typical Projects include the following fee percentage, per project phase.

15% of Fee	Schematic Design Phase
20% of Fee	Design Development
35% of Fee	Construction Documents Phase
5% of Fee	Bidding
20% of Fee	Construction Observation
5% of Fee	Project Close-out & Completion of Record Documents
<hr/>	
100%	

Exhibit 2



Monday, April 15, 2024

COSA SAPD
100 W. Houston
San Antonio, TX 78205
Attn: Keith Fey

**2022-2027 General; Obligation Bond Program Design Services – New K-9 Facility – ASR No. 04
TDLR Reimbursement**

Dear Mr. Fey,

On behalf of my team, I would like to submit this proposal for Reimbursement for the TDLR services for the K9 facility at the training facility for SAPD.

Fee:

The fee for the TDLR services is the following:

Summary – Additional Services Request 04

Pfluger Architects	Additional Services 04	\$1,235.00
Pfluger Architects (Management) at 10%	Additional Services 04	\$123.50
Total		\$1,358.5

If these terms are acceptable, please execute this agreement by signing below, retaining the original for your records and returning an electronic copy.

On behalf of all of us at Pfluger, I want to express my sincere appreciation for your time and consideration of this proposal. Should you have any further questions, please do not hesitate to call me at (210) 227-2724.

Respectfully submitted,

Robyn L. Poga, AIA | Managing Principal

Attachment:

- None

Approved:

Signature

Date

Printed Name and Title

Architectural Barriers Project Registration Online Receipt

Your project has been successfully registered! However, this is only the registration of the construction project. The building/facility owner is ultimately responsible for ensuring that the registration number, project details and construction documents (in the instance that a design professional is not associated with the project) are mailed, scanned, or hand delivered to the Registered Accessibility Specialist (RAS) for the required review and inspection of the project.

Your project registration number is **TABS2024006705**.

Project Name

City of San Antonio K9 Facility

Project Number

TABS2024006705

Receipt Number

452AB2033018893

Reference Number

2033018893

Receipt Date

12/5/2023

Fee Description

Project Registration Fee

Amount

\$175.00

Billing Name

Joan Silva

Address

200 E. GRAYSON STREET

SAN ANTONIO TX 78215

US


Phone Number

2102272724

Email

jazmine.byrom@pflugerarchitects.com

Please print this page for your records. A reference e-mail has also been sent to the email provided above. If you have any questions, please call TDLR at 1-877-278-0999.

 [Print this page](#)

[Return to Dashboard \(/TABS/Home/Dashboard\)](#)

Privacy and Security Policy (https://www.tdlr.texas.gov/disclaimer.htm)	Compact with Texans (https://www.tdlr.texas.gov/compact.htm)	Texas Homeland Security (http://governor.state.tx.us/homeland)
Accessibility (https://www.tdlr.texas.gov/disclaimer.htm)	Report Suspected Fraud, Waste, or Abuse (https://www.tdlr.texas.gov/disclaimer.htm)	Texas Transparency (http://www.texas Transparency.org/)
Open Records Policy (https://www.tdlr.texas.gov/disclaimer.htm)	Public Information Policy (https://www.tdlr.texas.gov/disclaimer.htm)	Texas Veterans Portal (https://veterans.portal.texas.gov/)
Link Policy (https://www.tdlr.texas.gov/disclaimer.htm)	Statewide Search (http://www.tsl.texas.gov/trail/index.html)	Contact TDLR (https://www.tdlr.texas.gov/contact.htm)