

AN ORDINANCE 2017-02-23-0101

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GUSTAFSON GUTHRIE NICHOL, (GGN) LTD TO PROVIDE FOR PHASE 6 OF THE DESIGN PHASE OF CIVIC PARK, A CERTIFICATE OF OBLIGATION FUNDED PROJECT; AND AUTHORIZING AN INCREASE IN THE CONTRACT AMOUNT OF UP TO \$3,400,000.00 FOR A CUMULATIVE TOTAL OF \$6,318,237.00.

* * * * *

WHEREAS, in March 2014, City Council authorized a Professional Services Agreement with Gustafson Guthrie Nichol, LTD to provide for the first five (5) phases of the design process for Civic Park; and

WHEREAS, the five phases include Conceptual Design, Architectural Design Guidelines, Schematic Design, Design Development and the Reconciliation Phase and these phases are anticipated to be completed by the end of February 2017; and

WHEREAS, the Civic Park design process requires a 6th and final phase consisting of the preparation of detailed design construction documents and, upon the award of a construction contract, the provision of construction administrative services; and

WHEREAS, provided Phase 6 commences prior to March 2017, then it is estimated that Phase 6 would be completed prior to October 2017; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of an amendment to the Professional Service Agreement with Gustafson Guthrie Nichol, LTD are hereby approved. The City Manager, or her designee, is authorized to execute said amendment, a copy of which, in substantially final form, is attached as **Exhibit A**.

SECTION 2. Payment in the amount not to exceed \$1,147,722.00 in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00357, HemisFair Park, is authorized to be encumbered and made payable to Gustafson Guthrie Nichol, LTD. for professional services.

SECTION 3. Payment in the amount not to exceed \$2,252,278.00 in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-03746, HemisFair Park Phase 2, is authorized to be encumbered and made payable to Gustafson Guthrie Nichol, LTD. for professional services.

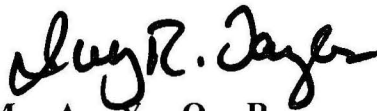
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers,

RR
02/23/17
Item No. 9B

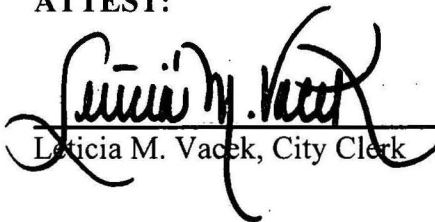
SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall become effective immediately upon its passage by eight (8) votes or more and upon ten (10) days following its passage if approved by fewer than eight (8) votes.

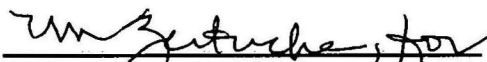
PASSED AND APPROVED this 23rd day of February, 2017.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	9B (in consent vote: 4, 5, 6, 9A, 9B, 9C, 11, 12, 14, 15, 16A, 16B, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27)						
Date:	02/23/2017						
Time:	09:31:13 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance for Hemisfair Park: Civic Park Project, a Certificates of Obligation funded project, authorizing an amendment to the Professional Services Agreement with Gustafson Guthrie Nichol, LTD, in the amount up to \$3,400,000.00 and amending the total contract amount not to exceed \$6,318,237.00 for the final design phase of the Civic Park.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

EXHIBIT A

FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES CONTRACT

BETWEEN

THE CITY OF SAN ANTONIO AND GUSTAFSON GUTHRIE NICHOL, LTD.

This First Amendment to the Professional Design Services Contract (this "FIRST AMENDMENT") is entered into by and between the City of San Antonio ("CITY"), a municipal corporation governed by the laws of the State of Texas and Gustafson Guthrie Nichol, LTD. ("Consultant"), a _____ corporation. Together, CITY and Consultant may be referred to, herein, as "the Parties."

RECITALS

- A. CITY and Consultant entered into that certain Professional Design Services Contract (the "Contract") authorized under City Ordinance 2014-03-20-0170.
- B. Prior to this First Amendment, the Agreement was in full effect and Consultant was in compliance with all terms and conditions of the Agreement.
- C. The Parties, now seek to amend the terms and conditions of the Agreement as stated in this First Amendment and affirm that all other provisions of the Agreement remain in full force and effect.

AMENDMENT

NOW THEREFORE, the Parties hereby agree and amend as follows:

- 1. Definitions. All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
- 2. Amendment. The Parties hereby mutually agree to amend the Agreement as follows:
 - (A) The Contract shall be amended to include an additional amount of up to THREE MILLION FOUR HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$3,400,000.00) to the design budget for a 6th Phase of design-construction documents and construction administration.

This amount represents the necessary compensation for Consultant to: 1) begin and complete construction documents needed to award a construction project as a result of the 6th Phase design-construction documents; and 2) provide construction administration over the contractor selected to build the improvements according to the specifications designed by Consultant.
- 3. Effective Date. This First Amendment shall be effective upon its execution by the Parties.
- 4. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and

confirmed. The Agreement shall continue in full force and effect and with this First Amendment shall be read and construed as one instrument.

5. Choice of Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
6. Counterparts. This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this First Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

WITNESS HEREOF, the parties hereto have executed in triplicate originals this First Amendment on the ____ day of _____ 2017.

CITY OF SAN ANTONIO

a municipal corporation

Sheryl L. Sculley
City Manager

ATTEST:

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

City Attorney

**GUSTAFSON GUTHRIE NICHOLS,
LTD.**

a _____ corporation

Name:
Title:

ATTEST (if necessary):

Name:
Title: