

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

**Parks and Recreation System Strategic Plan**

This Professional Services Agreement (hereafter referred to as "Agreement") is made and entered into in San Antonio, Bexar County, Texas; between the City of San Antonio, a Municipal Corporation in the State of Texas (hereinafter referred to as "City") and

**Bender, Inc. DBA  
Bender Wells Clark Design  
830 N. Alamo Street  
San Antonio, TX 78215**

(hereafter referred to as "Firm") (City and Firm collective referred to as "the Parties"), said Agreement being executed by City, pursuant to City Charter, Ordinances and Resolutions of the San Antonio City Council, and by Firm to provide the services described in **Exhibit A**, attached hereto and made a part hereof of this Agreement, hereinafter set forth in connection with the above designated Project for City.

## INDEX

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I.	DEFINITIONS .....	3
ARTICLE II.	FIRM'S RESPONSIBILITIES .....	4
ARTICLE III.	BASIC SERVICES .....	4
ARTICLE IV.	ADDITIONAL SERVICES.....	5
ARTICLE V.	FURTHER SERVICES REQUIRING AMENDMENT .....	5
ARTICLE VI.	RESERVED .....	6
ARTICLE VII.	RESERVED. ....	6
ARTICLE VIII.	TIME AND PERIOD OF SERVICE .....	6
ARTICLE IX.	INSURANCE REQUIREMENTS .....	6
ARTICLE X.	CITY'S RESPONSIBILITIES .....	8
ARTICLE XI.	COMPENSATION.....	9
ARTICLE XII.	OWNERSHIP OF DOCUMENTS.....	11
ARTICLE XIII.	TERMINATION AND/OR SUSPENSION OF WORK .....	14
ARTICLE XIV.	INDEMNIFICATION.....	16
ARTICLE XV.	CLAIMS AND DISPUTES .....	16
ARTICLE XVI.	RESERVED .....	18
ARTICLE XVII.	ASSIGNMENT OR TRANSFER OF INTEREST .....	18
ARTICLE XVIII.	SEVERABILITY .....	18
ARTICLE XIX.	INTEREST IN CITY CONTRACTS PROHIBITED .....	18
ARTICLE XX.	CONFLICTS OF INTEREST DISCLOSURE .....	19
ARTICLE XXI.	RIGHT OF REVIEW AND AUDIT.....	19
ARTICLE XXII.	ENTIRE AGREEMENT.....	20
ARTICLE XXIII.	VENUE.....	20
ARTICLE XXIV.	NOTICES .....	20
ARTICLE XXV.	INDEPENDENT CONTRACTOR .....	21
ARTICLE XXVI.	NON-DISCRIMINATION .....	21
ARTICLE XXVII.	CAPTIONS.....	21
EXHIBIT A	SCOPE OF SERVICES AND SCHEDULE.....	23
EXHIBIT B	FEE PROPOSAL .....	24
EXHIBIT C	ADDITIONAL SERVICES .....	25

## ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 “Agreement” means this written document signed by City and Firm, including any other document itemized and expressly referenced in or attached to and expressly made part of this Agreement, to include Firm’s proposal, to the extent accepted by City and not in conflict with the Articles of this Agreement, including the Scope of Services and Schedule, labeled as **Exhibit A** hereto and made a part of this Agreement and the Fee Proposal, labeled as **Exhibit B** hereto and made a part of this Agreement.
- 1.2 “City” and “Owner” mean the City of San Antonio, Texas.
- 1.3 “Claim” is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of this Agreement terms, payment of money, and extension of time or other relief, with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between City and Firm arising out of or relating to this Agreement.
- 1.4 “Compensation” means the amount paid by City to Firm for completed services accepted by City under this Agreement.
- 1.5 “Director” means the Director of City’s Parks and Recreation Department (hereafter referred to as “Parks”) or his/her designated project manager identified in the City-issued Notice to Proceed.
- 1.6 “Final Compensation” means the final amounts paid by City to Firm for completed services accepted by City under this Agreement.
- 1.7 “Firm” means Bender, Inc. DBA, Bender Wells Clark Design, its officers, partners, employees, agents, representatives and all Sub-Consultants, if any, and all other persons or entities which Firm legally is responsible.
- 1.8 “Firm’s schedule of services” means a detailed listing of the services to be performed and the time sequence for the delivery, to include an estimated dollar value which shall be attached for the payment of the services over the term of this Agreement.
- 1.9 “Invoice” means written request for compensation from Firm to City for services completed under this Agreement.
- 1.10 “Project” means the capital improvement/construction development undertaking of City.
- 1.11 “Proposal” means the proposal of services submitted by Firm in response to City’s Request for Qualifications.
- 1.12 “Total Compensation” means the Not-To-Exceed amount of this Agreement.

**ARTICLE II.  
FIRM'S RESPONSIBILITIES**

2.1 Firm warrants that services provided by Firm under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Bexar County, Texas.

2.2 Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or Sub-Consultants for the accuracy and competency of their designs, drawings, specifications or other documents and Services; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Firm, its employees, sub-consultants and agents.

2.3 Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Firm, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For a breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article XIII** herein.

**ARTICLE III.  
BASIC SERVICES**

3.1 Firm shall not commence performance of any services on this Project until being thoroughly briefed on the scope of the Project and being notified by City in writing to proceed. The scope of the Project and Firm's required services shall be dependent on Firm's review of City's criteria and the development of a Proposal by Firm to define the services based on this Agreement, as well as a complete understanding of the goals of City for this Project. Should the goals of the Project subsequently and significantly change, either Firm or City may request a review of the anticipated services, along with an appropriate adjustment in compensation. Any work performed by Firm, prior to the receipt of a written Notice to Proceed issued by City, will be performed at Firm's own risk.

3.2 All work performed by Firm hereunder shall be performed to the satisfaction of the Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Firm, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article XIII. Termination, in whole or in part, should Firm's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

3.3 Firm shall have a reasonable right to rely upon the accuracy and completeness of information provided by the City.

3.4 Firm shall not be reasonable for delays in meeting deliverable deadlines that may result due to causes beyond Firm's reasonable control, provided Firm notifies City in writing at least fifteen (15) days prior to any such deadline. The City may authorize additional calendar days or make adjustments to the

Process Schedule and related deliverables, within the existing scope of this Agreement, upon mutual Agreement in writing, between the Director and Firm, as to the unreasonableness of said additional time or adjustment.

3.5 Firm shall render the professional services described in this **Article III** and in **Exhibit A** necessary for the development of the Project to Substantial Completion, as acceptable to the Director and subject to other provisions of this Agreement.

3.6 Firm shall coordinate its services with those services provided by City and City's Consultants. Firm shall be entitled to rely on the completeness of services and information furnished by City.

3.7 Firm shall manage Firm's services, consult with City, research applicable design criteria and report progress to City.

3.8 If Firm writes or uses a computer model or spreadsheet as a part of this Project, Firm shall submit to City for approval all proposed model names and data formats, prior to beginning work on that task. All data shall be submitted to City in written and digital formats with the final product or deliverable. Digital media shall be labeled by Firm to provide sufficient detail to access the information on that media. User manuals shall be submitted by Firm to City, providing complete documentation of computer models developed under this Project. The user manuals also shall contain the source code language and the type of computer equipment necessary to operate the model(s). All computer models, databases and spreadsheets developed herein (written and digital formats) are due on the same date as the final product or deliverable.

3.9 If Firm is required to submit hardcopy submittals, Firm also shall provide the hardcopy submittal, such as final documents and related materials, in a digital format. This digital deliverable shall, to the extent feasible, be assembled into one file rather than separate files for text, tables, graphics, etc. This digital deliverable shall be contained on a CD(s) or DVD(s), and shall be in both Word and Adobe Acrobat format. Any plates, figures, etc., not suitable for Word, shall be in AutoCAD, ArcGIS, Adobe Acrobat or compatible format.

#### **ARTICLE IV. ADDITIONAL SERVICES**

Additional Services are not included in Basic Services but may be required for the delivery of the Project. All Additional Services, to include the cost thereof, shall be at the sole direction of the Director and are listed in **Exhibit C** hereto and if such Additional Services are to be performed by Subcontractors or Sub-Consultants, then Firm shall list such Subcontractors or Sub-Consultants, to include the legal names, addresses and telephone numbers.

#### **ARTICLE V. FURTHER SERVICES REQUIRING AMENDMENT**

5.1 If, during the performance of the Project, further services are required of Firm, Firm shall notify City, in a timely manner, to explain the reasons for the further services. Any further services shall be negotiated, agreed upon and added to this Agreement by a written amendment executed by both parties.

5.2 Further services may be provided after the execution of this Agreement without nullifying the Agreement. If further services are required to redraw or redesign caused by City's decision to change the scope or redirect the goals after drawings have been completed and Firm will be charging City for these

additional services, Firm shall agree to work on an hourly basis to complete the services. If City elects to add scope and increase the services provided by Firm, there shall be an agreement between the Parties to change the scope and an agreement reached for additional fees, if any. If additional compensation is negotiated for these requested increased services, that compensation shall be added to the Final Compensation and paid to Firm after a written amendment incorporating such services into the Agreement has been executed by both parties. Any further services which Firm negotiates to charge City will be provided on a not-to-exceed basis and set out in a written amendment approving such services.

#### **ARTICLE VI.**

**All contracts are contingent on City having available funds.**

#### **ARTICLE VII.**

**Reserved**

#### **ARTICLE VIII.**

#### **TIME AND PERIOD OF SERVICE**

8.1 Prior to commencement of any services, Firm shall provide City with: (1) Service Fees and Reimbursables, listed in **Exhibit B** hereto, which shall list services, fees and reimbursable cost and expenses required by Firm for completion of the services; and (2) a Schedule of Project Services, listed on **Exhibit A** hereto, which shall detail the various service phases.

8.2 Time is of the essence of this Agreement. Firm shall perform and complete its obligations for the services as stated in **Article III "Basic Services"** and **Article IV "Additional Services"** of this Agreement in a prompt and continuous manner, so as to not delay the development of the design and so as to not delay the Project, in accordance with the schedules approved by City. If, upon review of any phase of services, City determines that corrections, modifications, alterations or additions are required by Firm, Firm shall complete these corrections, modifications, alterations or additions before that Phase of Services is approved by City.

8.3 Firm shall not proceed with the next appropriate Phase of Services without written authorization from the Director. City may elect to discontinue Firm's services for any reason or for no reason at any time. Further, if circumstances so dictate, the Director may make adjustments to the scope of Firm's obligations at any time to achieve the required design.

8.4 Firm shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Firm's reasonable control. Within ten (10) calendar days from the occurrence of any event, for which time for performance by Firm shall significantly be extended under this provision, Firm shall give written notice thereof to City, stating the reason for such extension and the actual or estimated time thereof. If City determines that Firm is responsible for the need for extended time, City shall have the right to make a Claim, as provided in this Agreement.

8.5 This Agreement shall remain in effect until Firm completes the Scope of Services, as defined in **Exhibit A** hereto, or this Agreement is terminated pursuant to **Article XIII** herein.

#### **ARTICLE IX.**

#### **INSURANCE REQUIREMENTS**

9.1 Prior to the commencement of any services under this Agreement, Firm shall furnish copies of all

required endorsements and a completed Certificate(s) of Insurance to City's TCI Contract Services Department, which clearly shall be labeled "**Parks and Recreation System Strategic Plan**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City shall not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement, until such certificate and endorsements have been received and approved by TCI Contract Services Department. No officer or employee of City, other than City's Risk Manager, shall have authority to waive these insurance requirements.

9.2 City reserves the right to review the insurance requirements of this **Article IX** during the effective period of this contract and any extension or renewal hereof and to request modification of insurance coverages and their limits, when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 Firm's financial integrity is of great interest to City. Therefore, subject to Firm's right to maintain reasonable deductibles in such amounts as are approved by City, Firm shall obtain and maintain, in full force and effect for the duration of this Agreement and any extension hereof, at Firm's sole expense, insurance coverage written on an occurrence or claims-made basis, as appropriate, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of not less than A- (VII), in the following types and for an amount not less than the amount listed:

INSURANCE REQUIREMENTS	
1. Worker's Compensation ** Employer's Liability	Statutory Limits \$500,000/\$500,000/\$500,000
2. Commercial General Broad Form (Public) Liability Insurance to include coverage for the following: Premises Operations Independent Contractors* Products/completed operations Personal Injury Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its Equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*If Applicable	
** Alternate Plans Must Be Approved by Risk Management	

9.4 Without expense to City, City may request to inspect copies of the any insurance policies, declarations page(s) and all endorsements thereto, as they apply to the limits required by City.

9.5 Firm agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- (1) Name City and its officers, officials, employees and elected representatives as additional

insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

- (2) To the extent not inconsistent with the requirements of the issuing insurance carrier, provide for an endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy, if such endorsement is permitted by law and regulations;
- (3) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of City; and
- (4) Provide advance written notice directly to City of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Firm shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Firm's performance under this Agreement, should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies City may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Firm to stop performing services hereunder and/or withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its Sub-Consultant's performance of the services covered under this Agreement.

9.9 It is agreed that Firm's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by City, for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement as respects additional insureds.

## **ARTICLE X. CITY'S RESPONSIBILITIES**

10.1 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Firm's services.

10.2 City promptly shall give written notice to Firm whenever City observes or otherwise becomes aware of any defect in Firm's services or any development which affects the scope or timing of Firm's services.



## **ARTICLE XI. COMPENSATION**

11.1 The Total Compensation for all services defined by this Agreement, to include Basic Services, and Reimbursables, is the Not-To-Exceed sum of **Three Hundred and Forty Three Thousand Three Hundred Forty Five Dollars and no cents (\$343,345.00)**. It is agreed and understood that such amount will constitute full compensation to Firm for all Basic Services and Reimbursables. Unless and until City further makes appropriations for any services not included in the Scope of Basic Services and Reimbursables of this Agreement, the obligation of City to Firm for Total Compensation in connection with this Agreement cannot and will not exceed such sum of **Three Hundred and Forty Three Thousand Three Hundred Forty Five Dollars and no cents (\$343,345.00)**, without further written amendment to this Agreement.

11.2 Firm's Schedule of Project Services, as found in **Exhibit B** hereto, shall be used as the basis for reviewing Firm's Invoices. The Schedule shall include all services to be performed and also shall include Additional Services and Reimbursable which make up the Total Compensation. Firm and City acknowledge that the total Not-To-Exceed compensation amount contained in **Section 11.1** herein has been established predicated upon the Not-To-Exceed costs of all services to be rendered under this Agreement.

11.2.1 Invoices shall be submitted monthly for work performed. Invoice shall correlate to work accomplished and approved reimbursables as identified in Exhibit B. Invoice shall be accompanied by progress report of accomplishments within the period. If progress is satisfactory within each invoice period, according to Scope included in Exhibit B, payment will be issued.

11.2.2 Firm shall submit invoices to City, in a form acceptable to City, which shall pay within 30 days of receipt and upon approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Parks and Recreation Department, Attention: Rocky Duque de Estrada, P.O. Box 839966, San Antonio, Texas 78283-3966.

11.2.3 No additional fees or expenses of Firm shall be charged by Firm nor be payable by City. The parties hereby agree that all compensable expenses of Firm have been provided for in the total payment to Firm as specified in section 11.1 above. Total payments to Firm cannot exceed that amount set forth in section 11.1 above, without prior approval and agreement of all parties, evidenced in writing in accordance with Article IV. Additional Services.

11.3 Firm warrants that title to all services covered by one of its Invoices will pass to City no later than the time of Compensation. Firm further warrants that, upon submittal of an Invoice, all services for which Invoices have previously been issued and compensation received from City shall, to the best of Firm's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrance in favor of Firm, or other persons or entities making a Claim by reason of having provided labor or services relating to the work. **FIRM SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY COMPENSATION PAID BY CITY TO FIRM.**

11.4 Firm shall, within ten (10) calendar days following receipt of Compensation from City, pay all bills for services performed and furnished by others in connection with the Project and shall, if requested, provide City with evidence of such payment. Firm's failure to make payments within such time shall

constitute a material breach of this Agreement, unless Firm is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant(s) and its/their services. Firm shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Firm hereunder and, if City so requests, Firm shall provide City copies of such payments by the Sub-Consultants.

11.5 The final compensation to be made by City to Firm shall be payable upon submission of a statement of release, along with the final Invoice, notifying City that there is no further compensation owed to Firm by City beyond the final Invoice.

11.6 City may withhold compensation to such extent as may be necessary, in City's sole opinion, to protect City from damage or loss for which Firm is responsible, because of:

11.6.1 Delays in the performance of Firm's services;

11.6.2 Third-party Claims filed or reasonable evidence indicating probable filing of such Claims, unless security acceptable to City is provided by Firm;

11.6.3 Failure of Firm to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;

11.6.4 Reasonable evidence that Firm's services cannot be completed for the amount unpaid under this Agreement.

11.6.5 Damage to City.

11.6.6 Persistent failure by Firm to carry out the performance of its services in accordance with this Agreement.

11.7 When the above reasons for withholding are removed or remedied by Firm, Compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding Compensation, as provided for in this **Article XI**.

11.8 In the event of any dispute(s) between the parties regarding the amount properly compensable for any Phase or as final Compensation, or regarding any amount that may be withheld by City Firm shall be required to make a Claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Firm does not initiate and follow the Claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such Claim shall be waived.

11.9 Firm agrees to maintain adequate books, payrolls and records satisfactory to City, in connection with any and all services performed hereunder. Firm agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Firm and all such books, payrolls and records and shall have the right to audit same.

11.10 City maintains the right to prior approval of any reimbursable expenditure by Firm and shall not pay any expenses that are not agreed to in writing, prior to the execution of this Agreement. If Firm or a Sub-Consultant of Firm should make expenditures, which are not approved in advance in writing by City, either prior to or after the execution of this Agreement, those costs shall be the sole responsibility of Firm and not

of City. When authorized by City in advance and in writing, Firm shall be entitled to reimbursement at cost and without markup for services and related expenses incurred for the following items:

- 11.10.1 Travel from outside of the greater San Antonio metropolitan area and only if approved in writing by City prior to such travel. Reimbursement for travel costs shall be limited to costs directly associated with Firm's performance of Service under this Agreement. Travel costs are limited to the per diem rates for San Antonio set annually by the Federal Government's General Services Administration. Firm shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed the amount noted in attached Scope of Services without further written approval of City.
  - 11.10.2 Mailing, courier services and copies of documents requested by City in writing, in excess of the copies contractually required to be provided under the Agreement. These costs shall not exceed the amount noted in attached Scope/Budget without further approval of City.
  - 11.10.3 Graphics, physical models and presentation boards requested by City in writing in excess of the copies contractually required to be provided under the Agreement. These costs shall not exceed the amount noted in attached Scope/Budget without further approval of City.
- Note that City does not allow a markup on any of the above reimbursable items and only will reimburse the approved hard costs incurred.
- 11.10.4 Markup on Sub-Consultant work. Absent advanced written approval by City, no markup on Sub-Consultant work shall be allowed and Firm shall invoice and be reimbursed only for the actual hourly costs incurred in managing its Sub-Consultant(s). If advanced written approval is given by City, markups for Sub-Consultant work shall not exceed five percent (5%). There shall be no markup on reimbursables from Sub-Consultants.

## **ARTICLE XII. OWNERSHIP OF DOCUMENTS**

12.1 All previously owned documents not relating to this Project, including any original drawings, reports, estimates, specifications and all other documents and data produced by Firm, shall remain the property of the Firm as instruments of service. However, Firm understands and agrees that City shall have free access to all such information with the right to make and retain copies of previously owned drawings, reports, estimates, specifications and all other documents and data. Any reuse without the specific written verification or adaptation by Firm will be at City's sole risk and without liability or legal exposure to Firm.

12.2 Firm acknowledges and agrees, upon payment, City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Project and Agreement and shall be used as City desires. All documents and/or deliverables, including the original drawings, reports, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City upon request or termination or completion of this Agreement without restriction on future use. However, any reuse on a different Project without specific written verification or adaptation by Firm will be at City's sole risk and without liability or legal exposure to Firm.

12.3 Firm agrees and covenants to protect any and all proprietary rights of City in any materials provided to Firm. Such protection of proprietary rights by Firm shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Firm by City shall be held in strict confidence and shall not be released to any party without the

written consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

12.4 FIRM HEREBY ASSIGNS ALL STATUTORY AND COMMON LAW COPYRIGHTS TO ANY COPYRIGHTABLE WORK THAT, IN PART OR IN WHOLE, WAS PRODUCED FROM THIS AGREEMENT TO CITY, INCLUDING ALL EQUITABLE RIGHTS. NO REPORTS, MAPS, DOCUMENTS OR OTHER COPYRIGHTABLE WORKS PRODUCED IN WHOLE OR IN PART BY THIS AGREEMENT SHALL BE SUBJECT OF AN APPLICATION FOR COPYRIGHT BY FIRM. ALL REPORTS, MAPS, PROJECT LOGOS, DRAWINGS OR OTHER COPYRIGHTABLE WORK PRODUCED UNDER THIS AGREEMENT SHALL BECOME THE PROPERTY OF CITY (EXCLUDING ANY PRIOR-OWNED INSTRUMENT OF SERVICES, UNLESS OTHERWISE SPECIFIED HEREIN). FIRM SHALL, AT ITS EXPENSE, INDEMNIFY CITY AND DEFEND ALL SUITS OR PROCEEDINGS INSTITUTED AGAINST CITY AND PAY ANY AWARD OF DAMAGES OR LOSS RESULTING FROM AN INJUNCTION, AGAINST CITY, INSOFAR AS THE SAME ARE BASED ON ANY CLAIM THAT MATERIALS OR WORK PROVIDED UNDER THIS AGREEMENT CONSTITUTE AN INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.

12.5 Firm may make copies of any and all documents and items for its files. Firm shall have no liability for changes made to or use of the drawings, specifications and other documents by other Firms, consultants, Architects and/or Engineers or other persons, subsequent to the completion of the Project. Firm shall note Firm's agreement or disagreement with all changes or modifications on all documents by other Firms and/or other persons outside of Firm's control, including electronic copies, prior to the completion of the Project.

12.6 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Firm including, but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Firm or its suppliers in the course of delivering the services hereunder and any know-how, methodologies, or processes used by Firm to provide the services or protect deliverables to City including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Firm and/or its suppliers.

## 12.7 Intellectual Property

12.7.1 City shall be the sole and exclusive owner of all of the design and artwork (hereafter referred to as "Work Product"), and of all copyright, patent, trademark, trade secret and other proprietary rights in the Work Product. Ownership of Work Product will inure to the benefit of City from the date of creation or of fixation in a tangible medium of expression, as applicable, of such Work Product. Firm hereby assigns and agrees to assign to City exclusively all right, title, and interest in and to the Work Product, and all copies thereof, and the copyright, patent, trademark, trade secret, and all other proprietary rights in the Work Product, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of Firm. Firm shall obtain similar written undertakings from its employees and consultants who will perform services relating to this Agreement, so as to ensure City's ownership of the Work Product. Firm shall promptly and fully disclose and deliver the Work Product to City, in writing if requested by City, and shall execute and deliver any and all lawful patent, copyright, or other applications, assignments, and other documents that City requests for protecting the Work Product, whether in the United States or any other country. City shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Firm shall cooperate fully and

in a lawful manner, at the expense of City, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product. Firm shall retain all right, title, and interest in all intangible ideas, know-how, and techniques developed by Firm that are not Work Product and Firm hereby grants to City a perpetual, non-exclusive, royalty free license to use any such ideas, know-how, and techniques that are embedded in the Work Product.

## 12.7.2 Intellectual Property Indemnification

12.7.2.1 Firm shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses, including attorney's fees, for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the Work Product. Firm shall defend City in all suits for infringement of any Intellectual Property rights. Further, if Firm has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it promptly shall convey such information to the City.

12.7.2.2 Upon receipt of notification of a third-party claim that the Work Product infringes upon any United States patent or copyright, Firm immediately shall:

- (1) either obtain, at Firm's sole expense, the necessary license(s) or rights that will allow City to continue using the Work Product; or
- (2) alter the Work Product so the alleged infringement is eliminated and reimburse City for any expense(s) incurred by City to produce an alternate Work Product, including costs of design, printing and distribution, incurred while Firm is in the process of implementing the requirements set forth above.

Firm further agrees to:

- (3) assume the defense of any claim, suit or proceeding brought against City for infringement of any United States patent or copyright arising from the use and/or sale of the Work Product; and
- (4) assume the expense (including any expense incurred by City) of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses; and
- (5) indemnify City against any monetary damages and/or costs awarded in such suit;

Provided that:

- (a) Firm is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Firm agrees to consult with the City Attorney of City during such defense or negotiations and make a good faith effort to avoid any position adverse to the interest of City; and
- (b) the Work Product is used by City in the form, state or condition as delivered by Firm or as modified without the permission of Firm, so long as such modification is not the source of the infringement claim; and
- (c) the liability claimed shall not have arisen out of City's negligent act or

omission and City promptly provides Firm with written notice, within fifteen (15) days following the formal assertion of any claim, with respect to which City asserts that Firm assumes responsibility under this **Section XII**.

### **ARTICLE XIII. TERMINATION AND/OR SUSPENSION OF WORK**

#### **13.1 Right of Either Party to Terminate for Default**

13.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement and a failure to cure, as provided in this **Article XIII**.

13.1.2 The party not in default must issue a signed, written Notice of Termination (citing this **Section 13.1**) to the other party, declaring the other party to be in default and stating the reason(s) why the other party is in default. Upon receipt of such written notice of default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of such ten-day period, commencing upon receipt of the notice of termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

13.2 City reserves the right to terminate this Agreement, for reasons other than substantial failure by Firm to perform, by issuing a signed, written notice of termination (citing this **Section 13.2**), which shall take effect on the twentieth (20<sup>th</sup>) day following receipt of said notice and upon the scheduled completion date of the performance phase in which Firm then currently is working, whichever effective termination date occurs first.

13.3 City reserves the right to suspend this Agreement for the convenience of City by issuing a signed, written notice of suspension (citing this **Section 13.3**), which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall in no way guarantee what the total number of days of suspension will occur. Such suspension shall immediately take effect upon Firm's receipt of said notice of suspension.

13.4 Firm hereby is given the right to terminate this Agreement in the event such suspension by City extends for a period in excess of one hundred and twenty (120) days. Firm may exercise this right to terminate by issuing a signed, written notice of termination (citing this **Section 13.4**) to City after the expiration of sixty (60) days from the effective date of the suspension. Termination (under this **Section 13.4**) shall become effective immediately upon City's receipt of said written notice from Firm.

13.5 The procedures which Firm will follow upon Receipt of Notice of Termination are:

13.5.1 Upon receipt of a notice of termination and prior to the effective date of termination, unless the notice otherwise directs or unless Firm immediately takes action to cure a failure to perform under the cure period set out hereinabove, Firm immediately shall begin the phase-out and the discontinuance of all services in connection with the performance of this Agreement and promptly shall proceed to cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of such notice of termination (unless Firm successfully has cured a failure to

perform), Firm shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City shall have the option to grant an extension to Firm of the time period for submittal of such statement.

13.5.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits, prepared pursuant to this Agreement prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to payment by City to Firm of final Compensation.

13.5.3 Upon the above conditions being met, City promptly shall compensate Firm that proportion of the prescribed fee which the services actually performed by Firm, pursuant to this Agreement, bear to the total services called for under this Agreement, less all previously paid Compensation.

13.5.4 City, as a public entity, has a duty to document the expenditure of public funds. Firm hereby acknowledges this duty on City. To this end, Firm understands the failure of Firm to comply with the submittal of the statement and documents, as required herein, shall constitute a waiver by Firm of any and all rights or Claims to compensation for services performed by Firm, pursuant to this Agreement.

13.5.5 Failure of Firm to comply with the submittal of the statement and documents, as required herein, shall constitute a waiver by Firm of any and all rights or Claims to collect monies Firm otherwise may have been entitled to collect for services performed pursuant to this Agreement.

13.6 The procedures which Firm is to follow upon Receipt of Notice of Suspension are:

13.6.1 Upon receipt of written notice of suspension, which the date also shall be the effective date of the suspension, Firm shall, unless the notice otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

13.6.2 Firm shall prepare a statement showing in detail the services performed under this Agreement, prior to the effective date of suspension.

13.6.3 Copies of all completed or partially completed designs and models, prepared pursuant to this Agreement and prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Firm until such time as City may exercise the right to terminate this Agreement.

13.6.4 In the event that Firm exercises its right to terminate one hundred twenty (120) days after the effective suspension date, within thirty (30) days after receipt by City of Firm's notice of termination, Firm promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable pursuant to this Agreement, and shall submit the above referenced statement showing in detail the services performed pursuant to this Agreement, prior to the effective date of suspension.

13.6.5 Any documents prepared in association with this Agreement shall be delivered to City as a

pre-condition to final payment.

13.6.6 Upon the above conditions being met, City promptly shall compensate Firm that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less all previously paid Compensation.

13.6.7 City, as a public entity, has a duty to document the expenditure of public funds. Firm hereby acknowledges this duty on City. To this end, Firm understands that the failure of Firm substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Firm of any portion of the fee for which Firm did not supply such necessary statements and/or documents.

#### **ARTICLE XIV. INDEMNIFICATION**

**14.1 FIRM WILL FULLY INDEMNIFY and HOLD HARMLESS City and its officials, officers, agents, employees, volunteers, directors and representatives (hereafter referred to as "Indemnitees") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, made upon Indemnitees CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUB-CONSULTANT, SUBCONTRACTOR OR SUPPLIER COMMITTED BY FIRM OR ITS AGENT, CONSULTANT UNDER CONTRACT OR ANOTHER ENTITY OVER WHICH FIRM EXERCISES CONTROL WHILE IN THE EXERCISE OF RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. This INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM INDEMNITEES' NEGLIGENCE OR WILLFUL MISCONDUCT in instances where THE NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES personal injury, bodily injury, death or property damage. IF A COURT OF COMPETENT JURISDICTION FINDS FIRM AND CITY JOINTLY LIABLE, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

14.2 The provisions of this **Article XIV** solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

#### **ARTICLE XV. CLAIMS AND DISPUTES**

15.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of the Agreement's terms, the payment of money, an extension of time or other relief, with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between City and Firm arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Firm, whether for an adjustment or interpretation of terms, payment of additional compensation, an extension of time or other relief, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind Firm by



his/her signature) of Firm, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

**15.2 Time Limit on Claims.** Claims by Firm or by City must be initiated within twenty one (21) days after occurrence of the event giving rise to such Claim. Claims by Firm must be initiated by written notice to City. Claims by City must be initiated by written notice to Firm.

**15.3 Continuing Contract Performance.** Pending the final resolution of a Claim, except as otherwise agreed in writing, Firm shall proceed diligently with performance of this Agreement and City shall continue to make payments in accordance with this Agreement.

**15.4 Claims for Additional Time.** If Firm wishes to make a Claim for an increase in the time for performance, written notice, as provided in this **Section XV**, shall be given. Firm's Claim shall include an estimate of probable effect(s) of a delay on the progress of the work. In the case of a continuing delay, only one Claim is necessary.

**15.5 Claims for Consequential Damages.** Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for Breach of Contract (such provision to survive any termination following such breach), the following standards shall apply both to Claims by the Firm and to Claims by City:

15.5.1 No consequential damages shall be allowed.

15.5.2 Damages are limited to the extra costs specifically shown to directly being caused by a proven wrong and for which the other party is claimed to be responsible.

15.5.3 No profit or markup shall be allowed on any Claim for damage by Firm.

**15.6 No Waiver of Governmental Immunity.** NOTHING IN THIS SECTION XV SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED, TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

## **15.7 Alternative Dispute Resolution**

**15.7.1 Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending final resolution of any dispute arising out of or relating to this Agreement, less it would be impossible or impracticable under the circumstances.

**15.7.2 Requirement for Senior Level Negotiations.** Before invoking mediation or any other alternative dispute process set forth herein, the Parties hereto agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar Projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the Parties' senior management representatives cannot resolve the dispute within thirty (30) days after one party delivers a written notice of such dispute to the other, the Parties then shall proceed with

mediation alternative dispute resolution process contained herein. All negotiations pursuant to this **Article XV** are confidential and shall be treated as compromise and settlement negotiations for the purposes of applicable rules of evidence.

**15.8 Mediation.**

- 15.8.1 In the event City or Firm shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.
- 15.8.2 Request for mediation shall be in writing and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon the agreement of both parties.
- 15.8.3 In the event City and Firm are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days, following the date of the request for mediation, all conditions precedent in this **Article XV** shall be deemed to have occurred.
- 15.8.4 The parties equally shall share the mediator's fee and any filing fees incurred. Venue for any mediation or lawsuit arising under this Agreement shall be in Bexar County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

**ARTICLE XVI.  
RESERVED**

**ARTICLE XVII.  
ASSIGNMENT OR TRANSFER OF INTEREST**

Firm shall not assign or transfer Firm's interest in this Agreement without the written consent of City.

**ARTICLE XVIII.  
SEVERABILITY**

If, for any reason, any one or more Articles, Sections, sentences, clauses and/or parts of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles, Sections, sentences, clauses and/or parts of this Agreement but shall be confined in its effect to the specific Articles, Sections, sentences, clauses and/or parts of this Agreement held invalid or unenforceable. The invalidity or unenforceability of any Articles, Sections, sentences, clauses and/or parts of this Agreement in any one or more instance shall not affect or prejudice in any way the validity of this Agreement in any other instance.

**ARTICLE XIX.  
INTEREST IN CITY CONTRACTS PROHIBITED**

19.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall financially be interested, directly or indirectly, in the sale to City of any land, materials,

supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on City projects.

19.2 Firm acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or in any City agency, such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

19.2.1 a City officer or employee; his parent, child or spouse; and/or

19.2.2 a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; and/or

19.2.3 a business entity in which any individual or entity above listed is a sub-Firm on a City contract, a partner or a parent or subsidiary business entity.

19.3 Firm warrants and certifies, and this Agreement is made by City in reliance thereon, that it, its officers, employees and agents neither are officers nor employees of City. Firm further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

## **ARTICLE XX. CONFLICTS OF INTEREST DISCLOSURE**

Firm must disclose if it is associated in any manner with a City Official or employee in a business venture or business dealings. Failure to do so will constitute a violation of City Ordinance No. 76933. To be "associated" in a business venture or business dealings includes:

(1) being in a partnership or joint venture with the officer or employee;

(2) having a contract with the officer or employee;

(3) being joint owners of a business;

(4) owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%), or having an established business relationship as client or customer.

## **ARTICLE XXI. RIGHT OF REVIEW AND AUDIT**

21.1 Firm grants City or its designees the right to audit, examine or inspect, at City's election, all of Firm's records relating to the performance of the work under this Agreement during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Firm agrees to retain its records for a minimum of four (4) years, following the termination of this Agreement, unless there are ongoing disputes related to this Agreement; then, such retention period shall extend four (4) years

after final resolution of all disputes relating to this Agreement. "Firm's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Firm records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings, for any issue in question, and any and all other agreements, sources of information and matters which may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Firm's records only during regular business hours. Firm agrees to allow City's designee access to all of Firm's Records, facilities and current or former employees of Firm deemed necessary by City or its designee(s) to perform such audit, inspection or examination. Firm also agrees to provide adequate and appropriate work space necessary for City or its designees to conduct such audits, inspections or examinations.

21.3 Firm shall include this audit clause in any Sub-Firm, Sub-Consultant, supplier or vendor contract.

**ARTICLE XXII.  
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between City and Firm and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement only may be amended by written instrument signed by both City and Firm.

**ARTICLE XXIII.  
VENUE**

The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

**ARTICLE XXIV.  
NOTICES**

Except as may be provided elsewhere herein, all notices, communications and reports, required or permitted under this Contract, shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party is otherwise notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) days of mailing.

If intended for the CITY, to:

Transportation & Capital  
Improvements Department

Attention: Contract Services

If intended for the FIRM, to:

Bender, Inc. DBA Bender Wells Clark Design

Attention: Beth Bender Wells

114 West Commerce, 9th Floor  
San Antonio, Texas 78205

830 N. Alamo Street  
San Antonio, TX 78215

**ARTICLE XXV.  
INDEPENDENT CONTRACTOR**

In performing services under this Agreement, the relationship between City and Firm is that of independent contractor. By the execution of this Agreement, Firm and City do not change the independent contractor status of Firm. Firm shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the workflow and determining how the services are to be performed. No term or provision of this Agreement or act of Firm in the performance of this Agreement shall be construed as making Firm the agent, servant or employee of City or of making Firm or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and/or worker's compensation, which City provides to or for its employees.

**ARTICLE XXVI.  
NON-DISCRIMINATION**

As a party to this Agreement, Firm understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, Firm shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law or as otherwise established herein.

**ARTICLE XXVII.  
CAPTIONS**

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, by signing below, the City of San Antonio and Bender, Inc. dba Bender Wells Clark Design, have executed and bound themselves to this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF SAN ANTONIO**

**FIRM**

\_\_\_\_\_  
Xavier D. Urrutia  
PARKS AND RECREATION

Beth Bender Wells  
Beth Bender Wells  
President  
Bender, Inc. dba Bender Wells Clark Design

ATTEST: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**  
**SCOPE OF SERVICES AND SCHEDULE**

**CITY OF SAN ANTONIO  
PARKS AND RECREATION SYSTEM STRATEGIC PLAN  
(PROJECT NO.)**

**I. BACKGROUND**

The City of San Antonio Parks and Recreation Department invites qualified individuals or firms to submit their experience, qualifications and a proposal for the development of a comprehensive 10 Year Parks & Recreation System Strategic Plan related to the future delivery of Parks and Recreation services, including an assessment of the City's existing Urban Forestry programs, for the City of San Antonio.

**Strategic Plan**

The City of San Antonio, Texas is the seventh largest city in the country with an estimated population of 1,436,697. The San Antonio Parks and Recreation System includes more than 240 City-owned parks including swimming pools, gymnasiums, historic cemeteries, sports facilities, recreation centers and the Botanical Gardens and Conservatory. Additionally, the system includes 15,338 acres of parkland, including more than 150 miles of walking, hiking and biking trails.

The Parks and Recreation System also includes programming and activities for all ages from pre-school to senior citizens and offers programs in athletics, fitness, arts, dancing, nature and science, and swimming.

Currently the Parks & Recreation System Strategic Plan 2006-2016 provides the programmatic and operational guidelines and strategies to deliver all services, as well as growth strategies, and facilities improvements. The Parks System has a long history of maintaining an active Strategic Plan which includes the first plan in 1932, and update in 1964, as well as updates in 1980, 1981, 1999, and the current plan that is being used today.

The Parks and Recreation Department is now seeking to update the System Strategic Plan of 2006-2016. Specific plan elements are identified in the Scope of Services.

**Urban Forestry Program**

Since 2006-07, the Parks and Recreation Department began implementation of tree related programs associated with funding generated through the City of San Antonio's Tree Canopy Preservation & Mitigation Fund.

The funding that is generated can be used for specific purposes related to the purchase of new trees; equipment purchases, rentals, and watering in support of planting, establishing, and maintaining trees; providing education and conducting community outreach efforts around trees; and the purchase of supplies needed for trees.

One of the primary strategies undertaken for the last several years focused on a Parks Tree Planting Initiative primarily within city parks and some downtown locations and operations to support newly planted trees.

This is complemented by a community outreach component that includes several tree adoption and volunteer tree planting events conducted throughout the community. The Department has also partnered with local stakeholder groups in an effort to promote large scale tree planting projects and augment its current efforts. A compilation of these strategies has resulted in approximately 20,000 new trees being planted across the park system and distributing almost 25,000 new trees or funding rebates for trees to citizens.

**II. SCOPE OF WORK**

The City desires to engage the services of a professional planning firm to develop a plan and design for the 10 year System Strategic Plan for the department of Parks and Recreation.



The Scope of Services for this project shall include but are not limited to the following items:

PROJECT DELIVERABLES:

1. Planning:

- a. "Meet and Greet"- Conduct an orientation meeting with the City of San Antonio Parks and Recreation Department (PARD) staff to kickoff PARD System Strategic planning process. Consultant will provide a project schedule indicating timelines and meeting dates associated with each component of the System Strategic Planning process.
- b. Parks and Recreation Advisory Board – Meet with members of the Parks and Recreation Advisory Board. During this meeting the consultant will provide an overview of the System Strategic planning process and anticipated schedule. This will also provide an initial opportunity for the Advisory Board to provide feedback. The consultant will provide media outreach and public statements.
- c. Previous Plans, Research and Studies – Review all previous and current plans, research and studies that are available from The City of San Antonio that relate to the delivery of parks, recreation, cultural and leisure services, including but not limited to: annual reports, brochures, relevant sections of the San Antonio Tomorrow's Comprehensive Plan, Transportation Plan, Sustainability Plan, parks and recreation System Strategic plans, policies, School District plans, use agreements and any other pertinent city wide planning studies.
- d. Demographic Forecasting Analysis of City of San Antonio – Utilize existing information to compile demographic and population information to provide adequate forecasting for future needs identified in the Plan. Perform an analysis of the demographic and population characteristics with emphasis on identifying the locations of existing and planned residential service areas. The demographic information should provide population diversity to include: age characteristics, ethnicity, income, projected population, and growth and non-growth patterns. Analysis will provide demographic information by areas/sectors in order to allocate resources as needed.
- e. Review Local, Regional, and National trends related to Parks and Recreation. Such trends may include, but are not limited to:
  - Community Revitalization
  - Green Infrastructure
  - Sustainable Development
  - Social
  - Tourism
  - Economic
  - Health
  - Demographic
  - Technological
  - Urban Development
  - Parks and Recreation Administrative Trends
  - National Recreational Trends
  - Parks, Recreation Facilities and Programming Trends

- f. Policy Review – Perform a comprehensive review of the City of San Antonio Parks and Recreation System Strategic Plan policies. Develop recommended changes to existing policies as well as recommend new policies to improve the delivery of PARD services.
- g. Presentation– Prepare and present a technical report and presentation to the Parks and Recreation Advisory summarizing this phase which shall include appropriate graphics and visual aids. Technical reports to include recommendations on city-wide Planning sub areas.

## 2. Existing Programs and Facilities Analysis

- a. Parks, open space and facilities inventory –Review existing reports to perform an inventory and analysis of all existing City of San Antonio parks and recreation facilities. This analysis shall also include other Parks and Recreation providers such as County and State Parks, non-profit and for-profit recreation facilities and schools. Analyze the City's Parks and Recreation facility condition reports to assist in identifying the capital improvement needs.
- b. Conduct an assessment of the City's existing Urban Forestry programs, practices and policies. Working with the City staff, and based on recognized best practices, develop a Strategic Plan for Urban Forestry as it relates to City parkland. The Strategic Plan should include Vision/Mission; Goals and Objectives; operational policies and practices.
- c. Facilities Mapping – Identify the un-served current and future growth needs by developing service area maps utilizing industry accepted mapping technology. Maps shall illustrate and identify park facilities and open spaces, and include all amenities such as but not limited to: athletic fields, picnic areas, playgrounds, trails, greenways, natural areas and any other special conditions.
  - Develop a mapping methodology to evaluate areas of the City on various criteria, such as:
    - i. Adequately served now;
    - ii. Expected to adequately serve the projected population growth for the next ten years;
    - iii. Not adequately being served at the present time and/or lacking specific parks facilities, programming or amenities.
    - iv. Adequately served now, but not expected to adequately serve the projected growth.
    - v. Excess current service capacity
  - Accessibility/Connectivity
    - i. Consultant shall evaluate pedestrian and bicycle access to park facilities from adjacent neighborhoods. Evaluation shall include:
      - 1. Existing conditions and availability of sidewalks, trails, or other pathways that are available for park facility access
      - 2. Identification of public transit access to neighborhood parks.
      - 3. Identification of access barriers, such as failed sidewalks, non-connected trails/pathways, safety concerns, fences, natural barriers, inadequate public transit.
      - 4. Evaluation shall include a map of all parks and accessibility/connectivity findings.
- d. Programs Analysis – Utilize staff and public input, Surveys, and Consultant's observations in order to assess the current recreational program offerings, staffing needs and customer satisfaction.

- e. Presentation to Parks and Recreation Advisory Board– Prepare and present a technical report and presentation to the Advisory Board summarizing this phase which shall include appropriate graphics and visual aids. Technical report shall include design guidelines for Park Greenways and Natural Areas.

### 3. Needs Analysis

- a. Staff input-Conduct a meeting and interviews with PARD staff members regarding their perceptions of the needs and concerns for improved services, facilities, programs, parks and open space. In addition, meet with other appropriate City staff such as Public Works, Economic Development, Planning and Zoning to identify mutual needs related to the delivery of quality Parks and Programs.
- b. Public Input Process-Conduct 2 public stakeholder meetings with representatives of each Planning sub area. Anticipated groups to include senior citizens, athletic groups both youth and adult, cultural arts, private and non-profit recreation providers, school officials and other appropriate representation.
- c. Household needs assessments-Perform a statistically valid survey such as mail/phone/social media, etc for each Planning sub-area. The survey will be used to identify:
  - Current satisfaction levels with programs and facilities
  - Participation in current programs
  - Parks currently used
  - Park amenities desired
  - Need for additional indoor and outdoor facilities/programs
  - Need for improvements to existing facilities
  - Preferred/acceptable method to travel to parks, i.e. walking, driving, public transit, cycling
  - Identify the primary PARD functions to be performed
- d. Benchmarking of similar Park Systems-Create benchmarking comparisons of 10 other comparable Cities. Information to include park acreage (developed/undeveloped) per capita budgets, capital improvement program budgets, and types of programs offered. The Owner shall approve questions prior to the benchmarking survey.
- e. Opportunities for Service Enhancement-Perform an analysis of the results of the mapping of parks and facilities and a review of the public input process to identify portions of the community and target populations that are underserved. Maps will be prepared for various facilities such as athletic fields, playgrounds, picnic shelters, aquatic facilities, Recreation Centers, etc. to identify the distribution throughout the community.
- f. Presentation to Parks and Recreation Advisory Board - Prepare and present a technical report and presentation to the Advisory Board summarizing this phase which shall include appropriate graphics and visual aids. The Consultant shall make recommendations to address service deficiencies and develop level of service guidelines for recreation programs and park operations.

### 4. Physical Planning and Recommendations

- a. Park and Facility Improvement Recommendations-Identify needed capital improvements for the Parks and Recreation Department based on collaboration with PARD staff, previous stakeholder findings and financial analysis. These capital improvement recommendations are made to guide development and improvement of parks and recreation facilities and programs.

- b. Capital Improvement Project (CIP) Priorities-Conduct a priority assessment with PARD staff, Parks and Recreation Advisory Board to identify immediate CIP project needs and long term CIP project needs.
- c. Prepare a summary report to the Parks and Recreation Advisory Board summarizing the Capital Improvement phase. Technical report shall include phased Capital Improvement implementation plan with specific strategies for Parks, greenways, and Natural land and open space acquisition and existing Park facility improvements.

5. Draft and Final Reports

- a. Draft System Strategic Plan submitted for Review-Prepare a Draft System Strategic Plan for PARD, Parks and Recreation Advisory Board review. Additionally submit any recommendations from section 1.f of the planning process.
  - The respondent consultant team should demonstrate consistency and implementation of the City's SA Tomorrow plans: Comprehensive, Sustainability and Multimodal Transportation Plans. Particular attention should be given to the Comprehensive Plan Goals, Policies, Implementation Strategy and Place Types. To access the draft documents, please visit [www.SATommorow.com](http://www.SATommorow.com) and select the link for the respective plans. While the documents are currently in draft form, the City of San Antonio is currently working to begin the implementation of these plans. Thus, in order to successfully respond to this RFQ, a respondent must demonstrate consistency.
- b. Presentation of the Draft System Strategic Plan- Make presentation to PARD Officials, Parks and Recreation Advisory Board summarizing the final recommendations and findings including any recommendations from section 1.f in the Draft System Strategic Plan.
- c. Final System Strategic Plan-Following the reviews of PARD staff, Parks and Recreation Advisory Board, prepare the Final System Strategic Plan that includes all components of the planning process including any recommendations from section 1.f of the planning process.
- d. Final Presentations-Make presentations of the Final System Strategic Plan to the Parks and Recreation Advisory Board and City Council including required Council action regarding policy or ordinance recommendations.

# Parks and Recreation System Strategic Plan

## Scope of Work

The scope of work described below corresponds to the five tasks outlined in the RFQ, with technical descriptions of each subtask required to address the required deliverables.

### Task 1: Planning Context

#### 1.1 - Project Initiation Meeting

The BWCD Team will meet with the City's Project Manager and any members of City's project team to refine plans for the project, including schedule, roles and responsibilities, communication protocols, public engagement and logistical issues in order to tailor and refine the planning process. As part of this task, the BWCD Team will prepare a consolidated request for information and submit it to the City's Project Manager.

#### 1.2 - Public Engagement and Communication Plan

The BWCD Team will develop a detailed plan for public participation activities and project communications that will be implemented in each task of the project, defining specific roles and responsibilities for the BWCD Team and the City. Outreach methods, tools, and timing will be defined, and will focus on both high-tech and high-touch methods of interacting with the public. The Plan is intended to set the goals and performance measures, with adjustments anticipated to the deployment of the specific tools as the project progresses as the project team adapts meet the stated goals. The public engagement plan will identify target audiences, with a focus on those who have not been engaged in previous recent planning efforts. We will also define the ways in which collected input will be shared with staff and the PRAB, released to the public and used in the development of the plan.

A key step in this task is to design branding for the project, creating a consistent look and feel for materials that clearly communicates the identity of the project. Another key step is the establishment of a project-specific webpage hosted by the City on its website. This page will be identified with the project branding and cross-linked to other parks and recreation sites and relevant social media accounts. We will provide initial content including a description of the Strategic Plan project, a frequently asked questions (FAQ) sheet, and a contact and comment form or email address.

The Public Engagement and Communication Plan document will be provided electronically for one round of consolidated comments by the City staff team and then revised by the BWCD Team.

#### 1.3 - PARD Staff Kickoff Meeting

The BWCD Team will facilitate an orientation meeting with PARD staff, developing an agenda for an interactive staff session. This meeting will include an overview of the process and schedule, presentation of the Public Engagement and Communication Plan, and discussion of strengths, challenges and opportunities. We will develop the agenda, facilitate the meeting, and prepare a meeting summary.

#### 1.4 - PRAB Meeting

The BWCD Team will attend a regularly scheduled PRAB meeting to provide an overview of the Strategic Plan process and the Public Engagement and Participation Plan, and to get preliminary input from PRAB members on issues and opportunities.

#### 1.5 - Previous Plans, Research and Studies

Based on our team's extensive knowledge of the local situation, we will prepare a summary memo of the critical recent planning efforts, research and studies that are available from The City of San Antonio that relate to the delivery of parks, recreation, cultural and leisure services, including but not limited to: annual reports, brochures, relevant sections of the San Antonio Tomorrow's Comprehensive Plan, Transportation Plan, Sustainability Plan, parks and recreation System Strategic plans, policies, and other pertinent city wide planning studies and identify preliminary issues that will be important to the Strategic Plan process. We will provide a PDF file to the City for review and revise the memo based on one set of consolidated comments.

## **1.6 - Demographic Analysis**

Using our team's knowledge of demographic and development trends gained from the Comprehensive Plan effort, we will develop a targeted demographic analysis that identifies population citywide and planning area characteristics such as age, ethnicity, race, and income. The Team will also analyze key changes since the last plan that influence the provision of parks and recreation services. We will identify land use and development characteristics, focusing on areas where population growth is anticipated given the Comprehensive Plan. We will also develop population projections, identifying future population figures for use in the Needs Analysis.

## **1.7 - Trends Analysis**

The BWCD Team will prepare a summary of trends locally, regionally and nationally, identifying those trends with the greatest relevance to San Antonio's context as well as key recreation trends. The Team will develop a presentation of best practices and case studies from providers across the country. The presentation will be image-focused, providing an engaging view into what is achievable, while also providing information on how it is accomplished. We will provide a PDF file to the City for review and revise the document based on one set of consolidated comments.

## **1.8 - Policy Review**

The BWCD Team will evaluate existing PARD policies in light of Tasks 1.5, 1.6 and 1.7, identifying needed policy changes, areas where new policy may be needed, and areas of overlap or inconsistency. We will provide a PDF file to the City for review and revise the document based on one set of consolidated comments.

## **1.9 - Project Management and Administration**

Our Project Management Team will coordinate with San Antonio's Project Management Team throughout the project, including bi-weekly project management teleconferences for the duration of the project, supplemented by in-person project management team meetings. This task also includes preparation of monthly written progress reports.

## **Task 2: Existing Programs & Facilities Analysis**

### **2.1 - Parks, Open Space and Facilities Inventory**

The BWCD Team will use City GIS data to create a digital base map illustrating the City's boundary and contextual area, planning areas, existing parks and open space, major recreation facilities, and trails. As part of this task, we will identify other parks and recreation resources using available data. We will further review and analyze the City's inventory to cross-check park classification and facility counts. This product will result in an update of the inventory, linking it spatially to the GIS park data.

As part of this task, BWCD Team members will tour City-selected representative parks and recreation facilities over a 2-day period, accompanied by City planning, recreation, and maintenance staff. The tour will provide an opportunity to discuss strengths and challenges of the park system at representative sites and discuss issues such as operations, planned development or improvements, and maintenance.

Following the tour, the BWCD Team will evaluate the City's Parks and Recreation facility condition to develop and apply a condition rating to each site.

The base map and inventory will be used for all subsequent analysis and planning. The BWCD Team will provide a draft inventory and base map for City review, revising these materials based on one set of consolidated edits.

### **2.2 - Urban Forestry Program Assessment**

The BWCD Team will evaluate the City's urban forestry programs, policies and practices, working in collaboration with San Antonio's staff. The BWCD Team will facilitate an interdepartmental staff workshop including representatives from all relevant City departments involved with the regulation, planting, management, and maintenance of trees in parks and public spaces. The focus of this workshop will be to

# Parks and Recreation System Strategic Plan

identify a vision for San Antonio's urban forest and evaluate current policies and practices in light of the vision.

Following the workshop, the BWCD Team will prepare a draft vision and mission with potential goals, accompanied by a case studies and best practices review. This document will be provided to staff and will serve as the background for a second urban forestry workshop. We will facilitate a second urban forestry workshop structured to develop objectives, policies and practices for urban forestry. We will then develop a draft Urban Forestry Strategic Plan and submit it for City staff review.

## **2.3 - Facilities Mapping**

The BWCD Team will evaluate access to park land through a technical analysis using ArcGIS Network Analyst™. The geographic model will be based on actual paths of travel including trails, and physical and psychological barriers (busy streets, missing crossings). This task will provide a visualization of gaps in service based on the physical reality and walking distances. The geographic service reach will consider all ways that park users actually travel to park land or facilities of different types, functions or characters, including walking, cycling, by car and by transit, using the existing transportation networks. A service area for each site will be depicted graphically, highlighting gaps. Land owned by other entities, such as schools or other agency's parks, will be included in the analysis based on available data.

In addition, the BWCD Team will evaluate access to recreation facilities and experiences. We will evaluate the service area of each site, identifying potential ways to increase the size of the area served by improving access.

We may also assess the capacity of park land or recreation facilities based on land use assumptions, maximum park visitor capacity and projected population densities, incorporating geographic, zoning and population factors into the analysis. This allows the park system and planned park system to be viewed through another lens, providing additional depth to the analysis and allowing for quick evaluation of different scenarios.

Prior to conducting the analysis, the BWCD Team will develop a memo recommending the specific analysis criteria and assumptions. City feedback will be incorporated and our team will prepare the analysis. The result will be a visual depiction of service areas, gaps in service, and partially served areas. The analysis results will be provided to the City in a format which can be explored by staff in detail using Google Earth. This document will be finalized based on staff comments, and will be used in Task 4 as a basis for identifying recommendations to enhance the urban forest throughout the park system.

## **2.4 - Programs Analysis**

The BWCD Team will develop a Programs and Services Inventory to summarize community and recreation programs and services in San Antonio, focusing on City-provided services but also addressing other agency and non-profit providers. Based on available existing information, this may include other agencies, non-profits. We will then analyze existing program data, including program registration data, cost and revenue data, and customer satisfaction data to evaluate current program offerings.

## **2.5 - Existing Parks, Facilities & Programs Summary Report**

The BWCD Team will prepare an Existing Parks, Facilities and Programs Summary Report that summarizes all of the analysis completed in Task 2. We will provide an outline of the report to San Antonio's Project Manager for review and approval prior to preparing the report. This report will classify and summarize the inventory of parks, open space, and trail system; present key findings of the geographic assessment conducted in Task 2.3, and summarize major findings of the recreation program analysis. This report will also summarize how park and recreation services are provided in San Antonio, identify major responsibilities and areas of service provision, and evaluate the costs of providing park and recreation services, as well as the funding streams used for operations and capital projects. The BWCD Team will provide a PDF file to the City for review and revise the report based on City comments.

## **2.6 - Project Management and Administration**



The BWCD Project Management Team will continue to coordinate with San Antonio's Project Management Team throughout this task.

## Task 3: Needs Analysis

### 3.1 - Staff Input Focus Groups (3)

The BWCD Team will conduct three focus groups with San Antonio staff regarding needs and potential service enhancements. These focus groups will be scheduled to occur on a single day, with two focus groups primarily aimed at PARD staff and the third designed as an interdepartmental session. The BWCD Team will design the agenda, facilitate the focus groups and summarize results.

### 3.2 - Public Input Process

The BWCD Team will conduct a public input process that uses a mix of methodologies and techniques, as specified in the Public Engagement and Communication Plan developed in Task 1.2. A combination of methods with opportunities for both English and Spanish speaking attendees and respondents will be included:

- **Stakeholder interviews**, in person or telephone interviews of individuals or small groups of two to three to identify issues and discuss perceived needs. Stakeholder interviews allow for in-depth discussion and provide a means for interviewees to address potentially sensitive topics more candidly than they might in an open forum.
- **Focus groups** organized by geography or around topics or interest areas, such as organized sports, cultural arts or trails.
- **Community intercepts**/pop-up feedback sessions, where we extend the planning process to the community by bringing an interactive outreach activity to existing events or high traffic locations.
- **Interactive workshops/ Public Meetings (10)**, including visual preference polling, mapping activities or trade-off games. It is assumed that workshop/public meetings will be conducted at City of San Antonio facilities without charge to the project.

In-person workshop activities will be designed to be extended into an online format, further extending participation opportunities.

Workshops eight (8) will be held at the start of the process to solicit input from all sectors of the city.

Two (2) additional public meetings will be held toward the end of the process to review progress and to present the final product.

### 3.3 - Statistically Valid Survey (Optional – Not Recommended in Base Scope)

A statistically valid survey utilizes a sample of the population to test questions that can then be generalized to the population with a specific margin of error. The BWCD Team will administer a survey to gain insights into needs and priorities.

### 3.4 - Online Survey

The BWCD Team will develop an open-access online survey (in English and Spanish) to gather feedback from residents, as well as the business community. This online survey will give all interested parties a voice in the planning process (not limiting participation to those selected for the survey conducted in Task 3.3), allowing people to participate at their convenience. This outreach tool will provide important feedback regarding recreation participation, priorities and needs. The number of responses to the online survey is only limited by the outreach efforts; with participants providing information directly into the system there is little cost difference between reaching 200, 400 or even 1,000 residents. We will program the online survey, work with the City to publicize it and analyze the results, including a brief memo summarizing key findings.

### 3.5 - Benchmarking

The BWCD Team will create a benchmarking comparison to compare San Antonio to other peer cities, identifying the comparable cities and the specific comparisons (e.g., park acreage, budgets, services) for City review and approval prior to conducting the analysis. The results of this task will be incorporated into the Opportunities Analysis document



developed in Task 3.6.

### **3.6 - Opportunities for Service Enhancements**

This task will focus on how to maximize community value of San Antonio's park system. It will be based on a robust technical analysis that incorporates community values and qualitative factors identified through the community engagement process. In this task, the BWCD Team will analyze opportunities, incorporating findings from the public involvement process, the existing system analysis, trends, geographical analysis and demographic analysis.

We may also identify opportunities by assessing the capacity of park land or recreation facilities to accommodate new elements, based on land use assumptions, maximum park visitor capacity and projected population densities, incorporating geographic, zoning and population factors into the analysis. Analysis findings will include graphics, maps and tables as well as narrative. The BWCD Team will create a draft of the Opportunities Analysis Summary Report, provide a PDF for review, and finalize it after obtaining staff and PRAB feedback.

### **3.7 - PRAB Meeting**

The BWCD Team will attend a regularly scheduled PRAB meeting to present the results of all tasks to date.

### **3.8 - Project Management and Administration**

The BWCD Project Management Team will continue to coordinate with San Antonio's Project Management Team throughout this task.

## **Task 4: Physical Planning & Recommendations**

### **4.1 - Preliminary Systemwide Policies & Recommendations**

The BWCD Team will prepare preliminary recommendations and policy changes applicable to the entire park system, addressing parks, greenways, land acquisition and recreation programming.

### **4.2 - Park and Facility Improvement Recommendations**

The BWCD Team will develop recommendations for each existing site, including a recommended program of activities. This will be presented as a flexible, updatable, spreadsheet model of the costs implications for recommended projects. The model will clearly state the assumptions for each type of park intervention and provide a high-level look at the capital, as well as ongoing operating, costs for improvements at each park in the system. This model will be updated and revised based on feedback from staff and then incorporated into the administrative draft plan.

### **4.3 - Capital Improvement Project Priorities**

The BWCD Team will develop a prioritization methodology and facilitate a prioritization process with staff to identify near-term and longer term CIP programs.

### **4.4 - Online Prioritization Exercise**

The BWCD Team will design and implement an online community exercise that challenges participants to prioritize potential projects, in a game-like format. This exercise is both an important point of input about which projects should come first and an educational opportunity for the community about the variety of needs that parks and recreation balances in capital and operations budgets. The BWCD Team will design, program and administer the online exercise, monitoring results and providing advice on maximizing outreach. Following an initial push and one major reminder, the results will be pulled and summarized to inform the administrative draft plan.

### **4.5 - Outline Strategic Plan Summary Report**

The BWCD Team will prepare a detailed summary of the Strategic Plan recommendations, incorporating the results of Tasks 4.1-4.3. This work product will also present an outline of the Strategic Plan document and a proof of the document format for review by the PRAB and staff. Prior to beginning the preparation of the Administrative Draft Master Plan, we will finalize the outline and document format based on City feedback.

### **4.6 - Project Management and Administration**

# Parks and Recreation System Strategic Plan

Our Project Management Team will continue to coordinate with San Antonio’s Project Management Team throughout this task.

## Task 5: Draft and Final Reports

### 5.1 - Administrative Draft System Strategic Plan

The BWCD Team will prepare an administrative draft of the System Strategic Plan for internal staff review, to allow review and refinement prior to public release of the document. The draft document will be provided in PDF format, with a comment tracking form to facilitate staff review.

### 5.2 - Draft System Strategic Plan

Following staff comment on the Administrative Draft System Strategic Plan, the BWCD Team will revise and assemble the document for public release. This task also includes the development of messages summarizing the importance of this plan (for use on the website and in press releases). The Public Draft System Strategic Plan will be provided in a web-friendly PDF file for ease of distribution.

### 5.3 - Presentation of the Draft System Strategic Plan

The BWCD Team will present the draft Strategic Plan at a public media release to PARC staff and the PRAB. We will also support a public review process that includes both in-person and electronic review and feedback opportunities. We will provide materials (presentation, staff report assistance, etc.) and support for review meetings necessary for plan adoption.

### 5.4 - Final System Strategic Plan

Following the completion of the review process, the BWCD Team will complete final revisions to the documents and provide high quality print-ready PDF files, compiled web-friendly PDF files and a complete package of source files and interim materials.

### 5.5 - Final Presentation

The BWCD Team will present the final plan to the Planning Commission and to Council, attending one meeting with each.

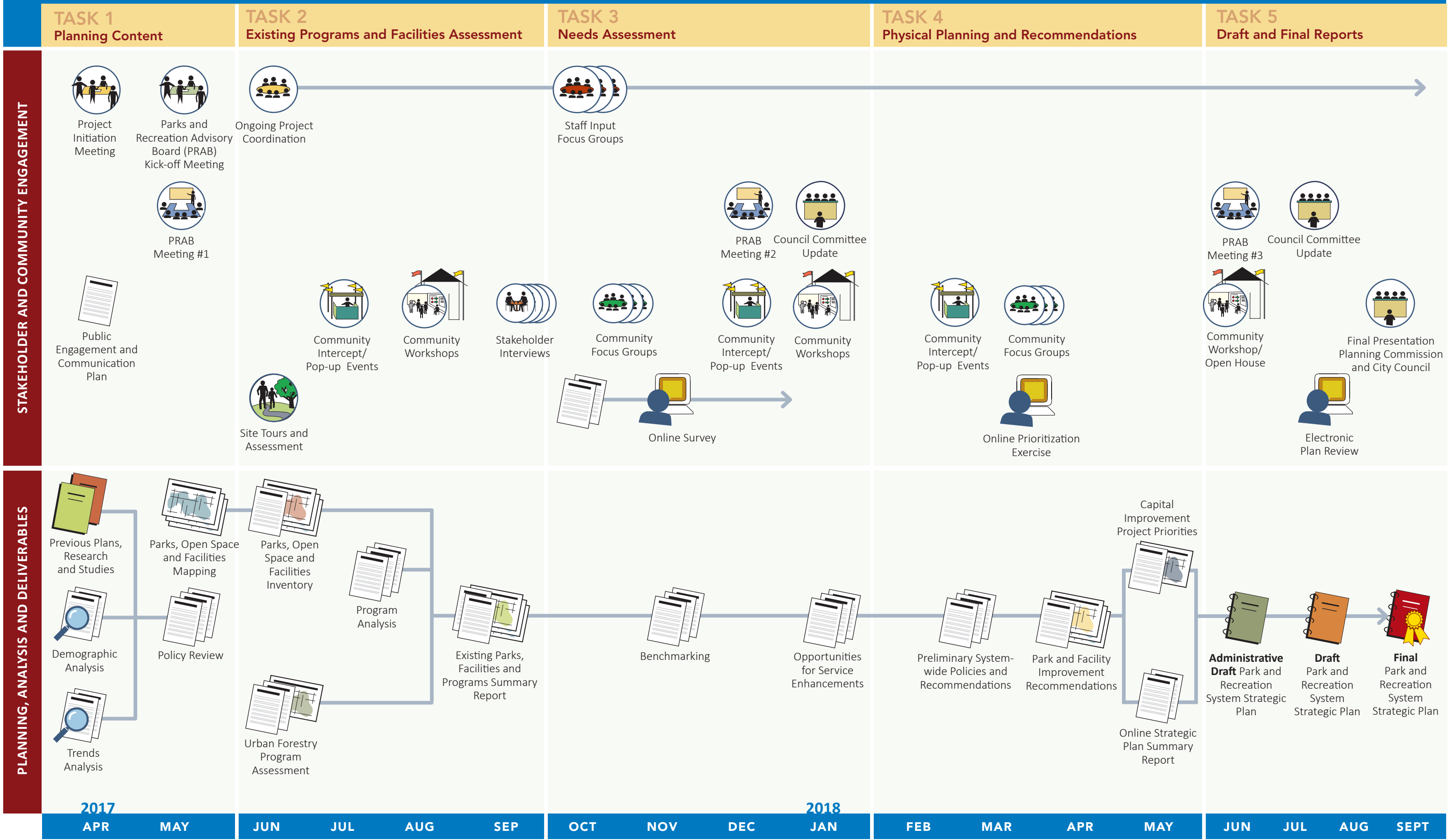
### 5.6 - Project Management and Administration

Our Project Management Team will continue to coordinate with San Antonio’s Project Management Team throughout this task.

## Assumptions:

- City secures venues and covers any cost associated with site rental, AV equipment, and copies for public meetings; The BWCD design team would like to be able to “approve” the site.
- City provides at least three (3) admin level staff for registration and set-up/break down at all public meetings.
- BWCD Team will provide at least one staff person for translation services at all public meetings.
- BWCD Team will secure all media buys for outreach and notice of public meetings. A lump sum amount of \$20,000.00 is identified in the fee schedule for this item. If costs are more they will be prior approved by the City before expenditures are made.
- City uses Nextdoor and/or other means to inform the community of the meetings.
- City will leverage the team’s outreach efforts by coordinating with other Park’s and Council District events where possible.

# parks and recreation system strategic plan



**EXHIBIT B**  
**FEE PROPOSAL**

estimated project cost

		MIG, Inc.																								Professional Time Totals	Direct Costs	Professional Fees Totals											
		Beth Wells Principal-in-Charge BWC Design	Senior Landscape Architect BWC Design	Landscape Architect BWC Design	Landscape Arch Designer BWC Design	Intern/Clerical BWC Design	Lauren Schmitt Deputy Project Manager MIG	Ryan Mottau Senior Parks Planner MIG	Jay Renkens Urban Planner/ Consulting Principal MIG	Heather Buczek GIS/ ADA Specialist MIG	Phil Myrick Placemaking Expert MIG	Noé Noyola Outreach Specialist MIG	MIG Project Administrator	MIG Administrative Assistant	Linda Ximenes Public Involvement Principal Ximenes & Assoc.	Sonia Jiménez Public Involvement Task Lead Ximenes & Assoc.	Pub Inv Support/ Graphic Artist Ximenes & Assoc.	Clerical Ximenes & Assoc.																					
		Hours @ \$165	Hours @ \$140	Hours @ \$110	Hours @ \$95	Hours @ \$65	Hours @ \$195	Hours @ \$140	Hours @ \$180	Hours @ \$135	Hours @ \$190	Hours @ \$115	Hours @ \$85	Hours @ \$50	Hours @ \$200	Hours @ \$150	Hours @ \$85	Hours @ \$60																					
<b>1 Planning Context</b>																																							
1.1	Project Initiation Meeting	4	\$660	\$0	\$0	\$0	\$0	8	\$1,560	\$0	\$0	2	\$270	\$0	\$0	2	\$100	4	\$800	4	\$600	\$0	\$0	\$0	24	\$2,700	24	\$3,900	\$750	\$4,740									
1.2	Public Engagement and Communication Plan	1	\$165	\$0	\$0	\$0	\$0	2	\$330	\$0	\$0	\$0	\$0	\$0	\$0	24	\$2,760	\$0	\$0	1	\$200	16	\$2,400	24	\$2,040	4	\$240	72	\$8,195	\$750	\$8,195								
1.3	PARD Staff Kickoff Meeting	4	\$660	\$0	\$0	\$0	\$0	6	\$1,170	\$0	\$0	\$0	\$0	\$0	\$0	2	\$100	\$0	\$0	4	\$600	\$0	\$0	\$0	\$0	\$0	16	\$2,530	\$750	\$3,280									
1.4	PRAB Meeting	4	\$660	\$0	\$0	\$0	1	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	4	\$600	\$0	\$0	\$0	\$0	9	\$1,325	\$750	\$2,075										
1.5	Previous Plans, Research and Studies	4	\$660	4	\$560	4	\$440	4	\$380	4	\$260	2	\$280	4	\$720	\$0	2	\$380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28	\$3,680	\$750	\$3,680									
1.6	Demographic Analysis	\$0	\$0	\$0	\$0	\$0	\$0	16	\$1,520	\$0	2	\$390	8	\$1,120	8	\$1,440	8	\$1,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	42	\$5,550	\$750	\$5,550									
1.7	Trends Analysis	8	\$1,320	8	\$1,120	\$0	\$0	16	\$1,520	8	\$520	2	\$390	\$0	\$0	\$0	2	\$380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	44	\$5,250	\$750	\$5,250									
1.8	Policy Review	2	\$330	\$0	\$0	\$0	\$0	24	\$2,280	\$0	2	\$390	8	\$1,120	2	\$360	\$0	2	\$380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	40	\$4,860	\$750	\$4,860									
1.9	Project Management and Administration (8 weeks)	16	\$2,640	\$0	\$0	\$0	\$0	4	\$260	8	\$1,560	\$0	\$0	\$0	\$0	4	\$340	\$0	\$0	\$0	2	\$300	\$0	\$0	\$0	\$0	34	\$5,100	\$100	\$5,200									
	<b>Subtotal</b>	<b>43</b>	<b>\$7,095</b>	<b>12</b>	<b>\$1,680</b>	<b>4</b>	<b>\$440</b>	<b>60</b>	<b>\$5,700</b>	<b>17</b>	<b>\$1,105</b>	<b>30</b>	<b>\$5,850</b>	<b>18</b>	<b>\$2,520</b>	<b>14</b>	<b>\$2,520</b>	<b>10</b>	<b>\$1,350</b>	<b>6</b>	<b>\$1,140</b>	<b>24</b>	<b>\$2,760</b>	<b>4</b>	<b>\$340</b>	<b>4</b>	<b>\$200</b>	<b>5</b>	<b>\$1,000</b>	<b>30</b>	<b>\$4,500</b>	<b>24</b>	<b>\$2,040</b>	<b>4</b>	<b>\$240</b>	<b>309</b>	<b>\$40,480</b>	<b>\$2,350</b>	<b>\$42,830</b>
<b>2 Existing Programs &amp; Facilities Analysis</b>																																							
2.1	Parks, Open Space and Facilities Inventory	16	\$2,640	24	\$3,360	8	\$880	40	\$3,800	16	\$1,040	12	\$2,340	4	\$560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	152	\$18,940	\$1,000	\$19,940							
2.2	Urban Forestry Program Assessment	16	\$2,640	24	\$3,360	16	\$1,760	20	\$1,900	16	\$1,040	8	\$1,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	108	\$12,260	\$500	\$12,760								
2.3	Facilities Mapping	8	\$1,320	\$0	\$0	\$0	\$0	24	\$2,280	\$0	4	\$780	8	\$1,120	4	\$720	60	\$8,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	108	\$14,320	\$500	\$14,820								
2.4	Programs Analysis	4	\$660	\$0	\$0	\$0	\$0	16	\$1,520	24	\$1,560	8	\$1,560	12	\$1,680	\$0	\$0	4	\$760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	68	\$7,740	\$500	\$8,240							
2.6	Existing Parks, Facilities & Programs Summary Report	8	\$1,320	\$0	\$0	\$0	\$0	32	\$3,040	\$0	4	\$780	16	\$2,240	\$0	\$0	8	\$1,080	8	\$1,520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	84	\$10,380	\$750	\$10,380								
2.6	Project Management and Administration (16 weeks)	32	\$5,280	\$0	\$0	\$0	\$0	8	\$520	16	\$3,120	\$0	\$0	\$0	\$0	8	\$680	\$0	\$0	2	\$300	\$0	\$0	\$0	\$0	\$0	66	\$9,900	\$100	\$10,000									
	<b>Subtotal</b>	<b>84</b>	<b>\$13,860</b>	<b>48</b>	<b>\$6,720</b>	<b>24</b>	<b>\$2,640</b>	<b>132</b>	<b>\$12,540</b>	<b>64</b>	<b>\$4,160</b>	<b>52</b>	<b>\$10,140</b>	<b>40</b>	<b>\$5,600</b>	<b>4</b>	<b>\$720</b>	<b>100</b>	<b>\$13,500</b>	<b>12</b>	<b>\$2,280</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$680</b>	<b>8</b>	<b>\$400</b>	<b>0</b>	<b>\$0</b>	<b>2</b>	<b>\$300</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>578</b>	<b>\$73,540</b>	<b>\$2,600</b>	<b>\$76,140</b>
<b>3 Needs Analysis</b>																																							
3.1	Staff Input Focus Groups (3)	12	\$1,980	\$0	\$0	\$0	\$0	16	\$1,760	\$0	\$0	12	\$2,340	\$0	\$0	\$0	\$0	\$0	\$0	1	\$50	\$0	\$0	\$0	\$0	\$0	\$0	49	\$6,650	\$1,000	\$7,650								
3.2	Public Input Process	32	\$5,280	\$0	\$0	\$0	\$0	24	\$1,560	16	\$3,120	\$0	\$0	16	\$2,880	\$0	\$0	60	\$6,900	\$0	8	\$400	40	\$8,000	140	\$21,000	100	\$8,500	64	\$3,840	500	\$61,480	\$27,500	\$88,980					
3.3	Statistically Valid Survey (Optional - Not recommended in base scope)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
3.4	Online Survey	4	\$660	\$0	\$0	\$0	\$0	\$0	\$0	4	\$780	40	\$5,600	\$0	\$0	\$0	\$0	8	\$920	\$0	8	\$400	5	\$1,000	8	\$1,200	\$0	16	\$960	93	\$11,520	\$1,000	\$12,520						
3.5	Benchmarking	2	\$330	\$0	\$0	\$0	\$0	24	\$1,560	2	\$390	8	\$1,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	36	\$3,400	\$750	\$3,400								
3.6	Opportunities for Service Enhancements	8	\$1,320	8	\$1,120	12	\$1,320	32	\$3,040	\$0	12	\$2,340	24	\$3,360	8	\$1,440	32	\$4,320	4	\$760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	140	\$19,020	\$750	\$19,020								
3.7	PRAB Meeting	4	\$660	\$0	\$0	\$0	\$0	1	\$65	8	\$1,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1	\$50	\$0	\$0	4	\$600	\$0	\$0	18	\$2,935	\$750	\$3,685								
3.8	Project Management and Administration (16 weeks)	32	\$5,280	\$0	\$0	\$0	\$0	8	\$520	16	\$3,120	\$0	\$0	\$0	\$0	8	\$680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	64	\$9,600	\$100	\$9,700								
	<b>Subtotal</b>	<b>94</b>	<b>\$15,510</b>	<b>8</b>	<b>\$1,120</b>	<b>28</b>	<b>\$3,080</b>	<b>32</b>	<b>\$3,040</b>	<b>65</b>	<b>\$4,225</b>	<b>70</b>	<b>\$13,650</b>	<b>72</b>	<b>\$10,080</b>	<b>24</b>	<b>\$4,320</b>	<b>32</b>	<b>\$4,320</b>	<b>4</b>	<b>\$760</b>	<b>68</b>	<b>\$7,820</b>	<b>8</b>	<b>\$680</b>	<b>18</b>	<b>\$900</b>	<b>45</b>	<b>\$9,000</b>	<b>152</b>	<b>\$22,800</b>	<b>100</b>	<b>\$8,500</b>	<b>80</b>	<b>\$4,800</b>	<b>900</b>	<b>\$114,605</b>	<b>\$30,350</b>	<b>\$144,955</b>
<b>4 Physical Planning &amp; Recommendations</b>																																							
4.1	Preliminary Systemwide Policies & Recommendations	8	\$1,320	\$0	\$0	\$0	\$0	12	\$2,340	16	\$2,240	4	\$720	4	\$540	4	\$760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	48	\$7,920	\$750	\$7,920								
4.2	Park and Facility Improvement Recommendations	8	\$1,320	16	\$2,240	24	\$2,640	24	\$2,280	\$0	2	\$390	4	\$560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	82	\$10,190	\$750	\$10,190								
4.3	Capital Improvement Project Priorities	8	\$1,320	8	\$1,120	\$0	\$0	24	\$2,280	\$0	2	\$390	4	\$560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	46	\$5,670	\$750	\$5,670								
4.4	Online Prioritization Exercise	2	\$330	\$0	\$0	\$0	\$0	2	\$390	16	\$2,240	\$0	\$0	\$0	\$0	8	\$920	\$0	8	\$400	\$0	4	\$600	\$0	\$0	\$0	40	\$4,880	\$1,000	\$5,880									
4.5	Outline Strategic Plan Summary Report	8	\$1,320	4	\$560	\$0	\$0	24	\$2,280	\$0	4	\$780	8	\$1,120	4	\$720	4	\$540	2	\$380	\$0	4	\$200	\$0	\$0	\$0	\$0	62	\$7,900	\$750	\$7,900								
4.6	Project Management and Administration (16 weeks)	32	\$5,280	\$0	\$0	\$0	\$0	8	\$520	16	\$3,120	\$0	\$0	\$0	\$0	8	\$680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	64	\$9,600	\$100	\$9,700								
	<b>Subtotal</b>	<b>66</b>	<b>\$10,890</b>	<b>28</b>	<b>\$3,920</b>	<b>24</b>	<b>\$2,640</b>	<b>72</b>	<b>\$6,840</b>	<b>8</b>	<b>\$520</b>	<b>38</b>	<b>\$7,410</b>	<b>48</b>	<b>\$6,720</b>	<b>8</b>	<b>\$1,440</b>	<b>8</b>	<b>\$1,080</b>	<b>10</b>	<b>\$1,900</b>	<b>8</b>	<b>\$920</b>	<b>8</b>	<b>\$680</b>	<b>12</b>	<b>\$600</b>	<b>0</b>	<b>\$0</b>	<b>4</b>	<b>\$600</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>342</b>	<b>\$46,160</b>	<b>\$1,100</b>	<b>\$47,260</b>
<b>5 Draft and Final Reports</b>																																							
5.1	Administrative Draft System Strategic Plan	4	\$660	\$0	\$0	32	\$3,040	16	\$1,040	4	\$780	4	\$560	4	\$720	8	\$1,080	\$0	\$0	\$0	8	\$400	\$0	12	\$1,800	0	\$0	4	\$240	96	\$10,320	\$200	\$10,520						
5.2	Draft System Strategic Plan	4	\$660	\$0	\$0	24	\$2,280	16	\$1,040	4	\$780	\$0	\$0	\$0	6	\$810	\$0	\$0	\$0	\$0	8	\$400	\$0	\$0	\$0	\$0	\$0	62	\$5,970	\$200	\$6,170								
5.3	Presentation of the Draft System Strategic Plan	8	\$1,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	4	\$600	0	\$0	0	\$0	12	\$1,920	\$800	\$2,720							
5.4	Final System Strategic Plan	2	\$330	\$0	\$0	16	\$1,520	16	\$1,040	2	\$390	\$0	\$0	4	\$540	\$0	\$0	\$0	\$0	\$0	8	\$400	\$0	\$0	\$0	\$0	\$0	48	\$4,220	\$750	\$4,220								
5.5	Final Presentation	8	\$1,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2	\$300	0	\$0	\$0	10	\$1,620	\$750	\$1,620								
5.6	Project Management and Administration (12 weeks)	24	\$3,960	\$0	\$0	\$0	\$0	\$0	\$0	12	\$2,340	\$0	\$0	\$0	\$0	\$0	6	\$510	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	42	\$6,810	\$100	\$6,910								



**City of San Antonio  
Transportation and Capital Improvements**

**Fee/Price Proposal Breakdown for Professional Services**

Project Name:	Parks and Recreation Sytem Strategic Plan
Name of Firm/Subconsultant:	Bender Wells Clark Design
Date Proposal Submitted:	February 16,2017
Project Manager:	Beth Bender Wells

Position/Personnel Title	Principal/Partner	Project Manager	Senior Landscape Architect	Landscape Architect	A Designer/CADI	LA Intern	Admin/Clerical	
Fully-Loaded Hourly Wage Rates * (as defined below)	\$165.00	\$165.00	\$140.00	\$110.00	\$95.00	\$65.00	\$65.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
1.1 - Project Initiation Meeting	4		0	0	0	0		4
1.2 - Public Engagement and Communication Plan	1		0	0	0	0		1
1.3 - PARD Staff Kickoff Meeting	4		0	0	0	0		4
1.4 - PRAB Meeting	4		0	0	0	1		5
1.5 - Previous Plans, Research and Studies	4		4	4	4	4		20
1.6 - Demographic Analysis	0		0	0	16	0		16
1.7 - Trends Analysis	8		8	0	16	8		40
1.8 - Policy Review	2		0	0	24	0		26
1.9 - Project Management and Administration (8 weeks)	16		0	0	0	4		20
2.1 - Parks, Open Space and Facilities Inventory	16		24	8	40	16		104
2.2 - Urban Forestry Program Assessment	16		24	16	20	16		92
2.3 - Facilities Mapping	8		0	0	24	0		32
2.4 - Programs Analysis	4		0	0	16	24		44
2.5 - Existing Parks, Facilities & Programs Summary Report	8		0	0	32	0		40
2.6 - Project Management and Administration (16 weeks)	32		0	0	0	8		40
3.1 - Staff Input Focus Groups (3)	12		0	16	0	8		36
3.2 - Public Input Process	32		0	0	0	24		56
3.3 - Statistically Valid Survey (Optional, Not Included in Scope)	0		0	0	0	0		0
3.4 - Online Survey	4		0	0	0	0		4
3.5 - Benchmarking	2		0	0	0	24		26
3.6 - Opportunities for Service Enhancements	8		8	12	32	0		60
3.7 - PRAB Meeting	4		0	0	0	1		5
3.7 - PRAB Meeting: Travel	32		0	0	0	8		40
4.1 - Preliminary Systemwide Policies & Recommendations	8		0	0	0	0		8
4.2 - Park and Facility Improvement Recommendations	8		16	24	24	0		72
4.3 - Capital Improvement Project Priorities	8		8	0	24	0		40
4.4 - Online Prioritization Exercise	2		0	0	0	0		2
4.5 - Outline Strategic Plan Summary Report	8		4	0	24	0		36
4.6 - Project Management and Administration (16 weeks)	32		0	0	0	8		40
5.1 - Administrative Draft System Strategic Plan	4		0	0	32	16		52
5.2 - Draft System Strategic Plan	4		0	0	24	16		44
5.3 - Presentation of the Draft System Strategic Plan	8		0	0	0	0		8
5.4 - Final System Strategic Plan	2		0	0	16	16		34
5.5 - Final Presentation	8		0	0	0	0		8
5.6 - Project Management and Administration (12 weeks)	24		0	0	0	0		24
<b>Total Hours:</b>	<b>337</b>	<b>0</b>	<b>96</b>	<b>80</b>	<b>368</b>	<b>202</b>	<b>0</b>	<b>1083</b>
<b>Total Fee Proposal (Not to Exceed):</b>	<b>\$55,605.00</b>	<b>\$0.00</b>	<b>\$13,440.00</b>	<b>\$8,800.00</b>	<b>\$34,960.00</b>	<b>\$13,130.00</b>	<b>\$0.00</b>	<b>\$125,935.00</b>

\* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

**City of San Antonio  
Transportation and Capital Improvements**

**Fee/Price Proposal Breakdown for Professional Services**

Project Name:	Parks and Recreation System Strategic Plan
Name of Firm/Subconsultant:	MIG - Subconsultant
Date Proposal Submitted:	16-Feb-17
Project Manager:	Lauren Schmitt, Deputy Project Manager

Position/Personnel Title	Principal/Partner	Project Manager	Deputy Project Manager	Planner	Urban Planner/ Consulting Principal	GIS/ADA Specialist	Placemaking Expert	Outreach Specialist	Project Administrator	Administrative Assistant	
Fully-Loaded Hourly Wage Rates * (as defined below)			\$195.00	\$140.00	\$180.00	\$135.00	\$190.00	\$115.00	\$85.00	\$50.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
1.1 - Project Initiation Meeting			8	0	0	2	0	0	0	2	12
1.2 - Public Engagement and Communication Plan			2	0	0	0	0	24	0	0	26
1.3 - PARD Staff Kickoff Meeting			6	0	0	0	0	0	0	2	8
1.4 - PRAB Meeting			0	0	0	0	0	0	0	0	0
1.5 - Previous Plans, Research and Studies			0	2	4	0	2	0	0	0	8
1.6 - Demographic Analysis			2	8	8	8	0	0	0	0	26
1.7 - Trends Analysis			2	0	0	0	2	0	0	0	4
1.8 - Policy Review			2	8	2	0	2	0	0	0	14
1.9 - Project Management and Administration (8 weeks)			8	0	0	0	0	0	4	0	12
2.1 - Parks, Open Space and Facilities Inventory			12	4	0	32	0	0	0	0	48
2.2 - Urban Forestry Program Assessment			8	0	0	0	0	0	0	0	8
2.3 - Facilities Mapping			4	8	4	60	0	0	0	0	76
2.4 - Programs Analysis			8	12	0	0	4	0	0	0	24
2.5 - Existing Parks, Facilities & Programs Summary Report			4	16	0	8	8	0	0	8	44
2.6 - Project Management and Administration (16 weeks)			16	0	0	0	0	0	8	0	24
3.1 - Staff Input Focus Groups (3)			12	0	0	0	0	0	0	1	13
3.2 - Public Input Process			16	0	16	0	0	60	0	8	100
3.3 - Statistically Valid Survey (Optional, Not Included in Scope)			0	0	0	0	0	0	0	0	0
3.4 - Online Survey			4	40	0	0	0	8	0	8	60
3.5 - Benchmarking			2	8	0	0	0	0	0	0	10
3.6 - Opportunities for Service Enhancements			12	24	8	32	4	0	0	0	80
3.7 - PRAB Meeting			8	0	0	0	0	0	0	1	9
3.7 - PRAB Meeting: Travel			16	0	0	0	0	0	8	0	24
4.1 - Preliminary Systemwide Policies & Recommendations			12	16	4	4	4	0	0	0	40
4.2 - Park and Facility Improvement Recommendations			2	4	0	0	4	0	0	0	10
4.3 - Capital Improvement Project Priorities			2	4	0	0	0	0	0	0	6
4.4 - Online Prioritization Exercise			2	16	0	0	0	8	0	8	34
4.5 - Outline Strategic Plan Summary Report			4	8	4	4	2	0	0	4	26
4.6 - Project Management and Administration (16 weeks)			16	0	0	0	0	0	8	0	24
5.1 - Administrative Draft System Strategic Plan			4	4	4	8	0	0	0	8	28
5.2 - Draft System Strategic Plan			4	0	0	6	0	0	0	8	18
5.3 - Presentation of the Draft System Strategic Plan			0	0	0	0	0	0	0	0	0
5.4 - Final System Strategic Plan			2	0	0	4	0	0	0	8	14
5.5 - Final Presentation			0	0	0	0	0	0	0	0	0
5.6 - Project Management and Administration (12 weeks)			12	0	0	0	0	0	6	0	18
<b>Total Hours:</b>	<b>0</b>	<b>0</b>	<b>212</b>	<b>182</b>	<b>54</b>	<b>168</b>	<b>32</b>	<b>100</b>	<b>34</b>	<b>66</b>	<b>848</b>
<b>Total Fee Proposal (Not to Exceed):</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$41,340.00</b>	<b>\$25,480.00</b>	<b>\$9,720.00</b>	<b>\$22,680.00</b>	<b>\$6,080.00</b>	<b>\$11,500.00</b>	<b>\$2,890.00</b>	<b>\$3,300.00</b>	<b>\$122,990.00</b>

\* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

**City of San Antonio  
Transportation and Capital Improvements**

**Fee/Price Proposal Breakdown for Professional Services**

Project Name:	Parks and Recreation Sytem Strategic Plan
Name of Firm/Subconsultant:	Ximenes & Associates- Public Involvement
Date Proposal Submitted:	2/16/2017
Project Manager:	Sonia Jimenez

Position/Personnel Title	Principal/Partner	Project Manager	Landscape Architect	Design Architect	CADD	Tech	Admin/Clerical	GIS	PI Principal	PI Task Lead	PI Support/ Graphic Artist	
Fully-Loaded Hourly Wage Rates * (as defined below)							\$60.00		\$200.00	\$150.00	\$85.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
1.1 - Project Initiation Meeting							0		4	4	0	8
1.2 - Public Engagement and Communication Plan							4		1	16	24	45
1.3 - PARD Staff Kickoff Meeting							0		0	4	0	4
1.4 - PRAB Meeting							0		0	4	0	4
1.5 - Previous Plans, Research and Studies							0		0	0	0	0
1.6 - Demographic Analysis							0		0	0	0	0
1.7 - Trends Analysis							0		0	0	0	0
1.8 - Policy Review							0		0	0	0	0
1.9 - Project Management and Administration (8 weeks)							0		0	2	0	2
2.1 - Parks, Open Space and Facilities Inventory							0		0	0	0	0
2.2 - Urban Forestry Program Assessment							0		0	0	0	0
2.3 - Facilities Mapping							0		0	0	0	0
2.4 - Programs Analysis							0		0	0	0	0
2.5- Existing Parks, Facilities & Programs Summary Report							0		0	0	0	0
2.6 - Project Management and Administration (16 weeks)							0		0	2	0	2
3.1 - Staff Input Focus Groups (3)							0		0	0	0	0
3.2 - Public Input Process							64		40	140	100	344
3.3 - Statistically Valid Survey (Optional, Not Included in Scope)							0		0	0	0	0
3.4 - Online Survey							16		5	8	0	29
3.5 - Benchmarking							0		0	0	0	0
3.6 - Opportunities for Service Enhancements							0		0	0	0	0
3.7 - PRAB Meeting							0		0	4	0	4
3.7 - PRAB Meeting: Travel							0		0	0	0	0
4.1 - Preliminary Systemwide Policies & Recommendations							0		0	0	0	0
4.2 - Park and Facility Improvement Recommendations							0		0	0	0	0
4.3 - Capital Improvement Project Priorities							0		0	0	0	0
4.4 - Online Prioritization Exercise							0		0	4	0	4
4.5 - Outline Strategic Plan Summary Report							0		0	0	0	0
4.6 - Project Management and Administration (16 weeks)							0		0	0	0	0
5.1 - Administrative Draft System Strategic Plan							4		0	12	0	16
5.2 - Draft System Strategic Plan							0		0	0	0	0
5.3 - Presentation of the Draft System Strategic Plan							0		0	4	0	4
5.4 - Final System Strategic Plan							0		0	0	0	0
5.5 - Final Presentation							0		0	2	0	2
5.6 - Project Management and Administration (12 weeks)							0		0	0	0	0
<b>Total Hours:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>50</b>	<b>206</b>	<b>124</b>	<b>468</b>
<b>Total Fee Proposal (Not to Exceed):</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,280.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$30,900.00</b>	<b>\$10,540.00</b>	<b>\$56,720.00</b>

\* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).



**City of San Antonio  
Transportation and Capital Improvements**

**Fee/Price Proposal Breakdown for Professional Services**

Project Name:	Parks and Recreation Sytem Strategic Plan
Name of Firm/Subconsultant:	
Date Proposal Submitted:	2/16/2017
Project Manager:	Beth Bender Wells

Position/Personnel Title	Direct Expenses
Fully-Loaded Hourly Wage Rates	N/A
Task to be performed/Phase Description (including Sub-consultant work)	Costs
1.1 - Project Initiation Meeting: Travel	\$750
1.2 - Public Engagement and Communication Plan	\$0
1.3 - PARC Staff Kickoff Meeting: Travel	\$750
1.4 - PRAB Meeting: Travel	\$750
1.5 - Previous Plans, Research and Studies	\$0
1.6 - Demographic Analysis	\$0
1.7 - Trends Analysis	\$0
1.8 - Policy Review	\$0
1.9 - Project Management and Administration (8 weeks): Printing, shipping, etc.	\$100
2.1 - Parks, Open Space and Facilities Inventory: Site visit expenses	\$1,000
2.2 - Urban Forestry Program Assessment: Site visit expenses	\$500
2.3 - Facilities Mapping: Site visit expenses	\$500
2.4 - Programs Analysis: Site visit expenses	\$500
2.5 - Existing Parks, Facilities & Programs Summary Report	\$0
2.6 - Project Management and Administration (16 weeks): Printing, shipping, etc.	\$100
3.1 - Staff Input Focus Groups (3): Travel	\$1,000
3.2 - Public Input Process: Materials and travel	\$7,500
3.2a - Public Input Process: Media Buys for Notifications, etc.	\$20,000
3.3 - Statistically Valid Survey (Optional, Not Included in Scope)	\$0
3.4 - Online Survey: online services	\$1,000
3.5 - Benchmarking	\$0
3.6 - Opportunities for Service Enhancements	\$0
3.7 - PRAB Meeting: Travel	\$750
3.8 - Project Management and Administration (16 weeks): Printing, shipping, etc.	\$100
4.1 - Preliminary Systemwide Policies & Recommendations	\$0
4.2 - Park and Facility Improvement Recommendations	\$0
4.3 - Capital Improvement Project Priorities	\$0
4.4 - Online Prioritization Exercise: Online services	\$1,000
4.5 - Outline Strategic Plan Summary Report	\$0
4.6 - Project Management and Administration (16 weeks): Printing, shipping, etc.	\$100
5.1 - Administrative Draft System Strategic Plan: Printing	\$200
5.2 - Draft System Strategic Plan: Printing	\$200
5.3 - Presentation of the Draft System Strategic Plan: Travel	\$800
5.4 - Final System Strategic Plan	\$0
5.5 - Final Presentation	\$0
5.6 - Project Management and Administration (12 weeks): Printing, shipping, etc.	\$100
<b>Total Direct Expenses</b>	<b>\$37,700</b>
<b>Total Fee Proposal (Not to Exceed):</b>	<b>\$37,700</b>

Roundtrip flight PDX-SAT: \$475

Perdiem: \$65

Rental Car: \$75 + gas

Hotel: \$115 + tax or \$159 +tax if hotel is busy (Corporate rate at Hotel Indigo)

## **EXHIBIT C**

### **ADDITIONAL SERVICES**

Additional/Optional Interactive Workshops/Public Meetings: Additional public meetings not already included in the Total Fee Proposal may be added by the Director if necessary at a cost not to exceed \$6,500.00 per meeting. Allowable costs include meeting materials and professional fees.