

AN ORDINANCE 2010-03-04-0169

AUTHORIZING AN AMENDMENT IN THE DECREASED AMOUNT OF \$69,211 TO THE \$344,280 PROFESSIONAL SERVICES AGREEMENT WITH CARTER & BURGESS, INC. FOR PARKING CONSULTANT SERVICES; AND ASSIGNING THE CONTRACT FROM CARTER & BURGESS, INC. TO JACOBS ENGINEERING GROUP, INC.

* * * * *

WHEREAS, the City has previously entered into a parking consultant contract with Cater & Burgess, Inc. in an amount of up \$344,280, under the authority or Ordinance 2008-11-06-0994; and

WHEREAS, there is a proposal to assign the contract to Jacobs Engineering Group, Inc. and to reduce the maximum expenditure under the contract by \$69,211; and

WHEREAS, Council finds the proposed assignment and amendment to be in the best interest of the City; **NOW THEREFORE**,

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form.

SECTION 2. The budget in SAP Fund 53099000, General Obligation Capital Projects, SAP Project Definition 19-00010, Parking Technology Upgrade, shall be revised by decreasing SAP WBS Element 19-00010-01-01 entitled Project Initiation, SAP GL account 5201040, by the amount of \$69,211.00.

SECTION 3. The budget in SAP Fund 53099000, General Obligation Capital Projects, SAP Project Definition 19-00010, Parking Technology Upgrade, shall be revised by decreasing SAP WBS Element 19-00010-90-02 entitled Transfer from I/O 390000001121, SAP GL account 6101100, by the amount of \$69,211.00.

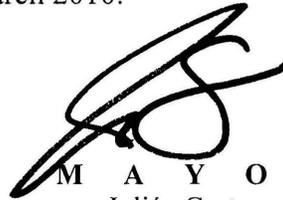
SECTION 4. The amount of \$69,211.00 is reverted in SAP Fund 53002000, Parking Repair & Replacement Fund, SAP I/O 390000001121, SAP GL account 6102100 – Interfund Transfer out entitled From 53002000 to 19-00010-90-02. The amount of \$69,211.00 is authorized to be transferred from SAP Fund 53099000.

SECTION 5. Payment in the amount not to exceed \$275,069.00 in SAP Fund 53099000, General Obligation Capital Projects, SAP Project Definition 19-00010, Parking Technology Upgrade, is authorized to be encumbered and made payable to Jacobs Engineering Group, Inc. for parking consultant services.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 4th day of March 2010.



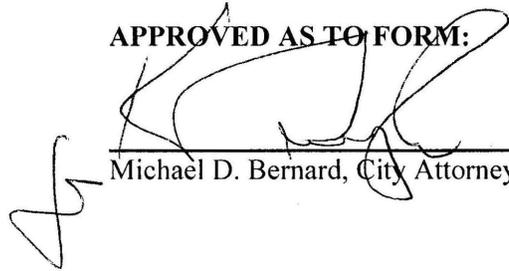
M A Y O R
Julián Castro

ATTEST:

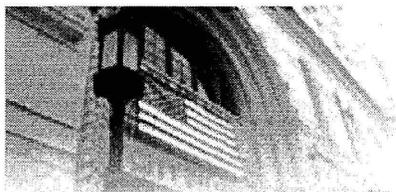


Leticia M. Vacek, City Clerk

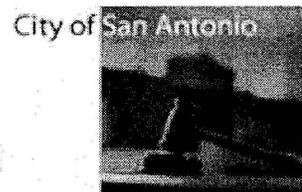
APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 16

Name:	16						
Date:	03/04/2010						
Time:	10:41:49 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment in the decreased amount of \$69,211.00 to the \$344,280.00 professional services agreement with Carter & Burgess, Inc. for parking consultant services; and assigning the contract from Carter & Burgess, Inc. to Jacobs Engineering Group, Inc. [Pat DiGiovanni, Deputy City Manager; Paula X. Stallcup, Director, Downtown Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x			x	

Attachment I

Amendment & Assignment of Professional Services Agreement for Parking Consultant Services (Jacobs Engineering Group)

This Amendment and Assignment of Professional Services Agreement is between Consultant and the City of San Antonio ("City"), pursuant to the Authorizing Ordinance.

1. Identifying Information.

Authorizing Ordinance: 2008-11-06-0994, approved November 6, 2008

Consultant: Carter & Burgess, Inc.

Consultant's Address: 911 Central Parkway North, Suite 425, San Antonio, TX 78232

Agreement: Contract for parking consultant services related to equipment upgrades for downtown parking facilities between the City of San Antonio and Carter & Burgess, Inc. dated November 18, 2008 and authorized by the Ordinance Authorizing Original Agreement

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Agreement have the meanings previously ascribed to them.

3. Assignment.

The Agreement is assigned from Carter Burgess, Inc., 911 Central Parkway North, Suite 425, San Antonio, TX 78232 to Jacobs Engineering Group, Inc., 1111 S. Arroyo Parkway, Pasadena, CA 91105.

4. Compensation to Consultant.

Amount of total compensation to Consultant is amended from an amount not to exceed three hundred & thirty-four thousand two hundred & eighty dollars (\$334,280.00) to an amount not to exceed two hundred & forty thousand two hundred & fifty-six dollars (\$275,069.00), which is further defined by individual line item as follows:

Line Item	Original Price	Revised Price
1	\$22,840.00	\$21,340.00
2	\$20,970.00	\$13,526.00
3	\$20,970.00	\$7,100.00
4	\$0	\$0
5	\$9,470.00	\$4,735.00
6	\$18,330.00	\$7,665.00
7	\$7,100.00	\$7,100.00
8	\$7,100.00	\$3,550.00
9	\$72,940.00	\$66,740.00
10	\$65,060.00	\$0
11	\$89,500.00	\$143,313.00
Total	\$334,280.00	\$275,069.00

5. Scope of Services.

Scope of Services is amended to delete services related to on-street parking equipment and to expand services related to downtown trailblazing for parking facilities. Amendment of Scope of Services is further defined as follows:

Line Item	Scope of Services
1	Delete wireless networking service by subcontractor (Artcom).
2	Delete preparation of final competitive solicitation document.
3	Delete preparation of final competitive solicitation document & price schedule.
4	No change.
5	Delete services in support of on-street parking eqmt.
6	Delete services in support of on-street parking eqmt.
7	No change.
8	Delete services in support of on-street parking eqmt.
9	Delete wireless networking service by subcontractor (Artcom).
10	Delete item in its entirety.
11	<p>Expand existing services to include:</p> <p>Present draft Parking Wayfinding Master Plan to a combined meeting of senior staff from other departments and agencies;</p> <p>Present the plan for review by the Historic Design and Review Committee;</p> <p>Identify list of non-City-owned parking facilities by owner & address, for use in contacting them about the trailblazing program;</p> <p>Propose locations & messages for trailblazing signs;</p> <p>Create & deliver designs for signage at parking facilities (City-owned & a proto-typical design for non-City-owned using examples);</p> <p>Create & deliver design development documents & specifications to support solicitation of contract for sign fabrication & installation;</p> <p>Develop an itemized preliminary estimate of cost for the signage program;</p> <p>Participate in pre-bid conference in San Antonio, provide support documents, prepare responses to questions, & assist preparation of addendum;</p> <p>Evaluate bids, prepare summary of bids to include strengths & weaknesses;</p> <p>Provide construction administration services, including facilitation of kick-off meeting in San Antonio, review of all shop drawings & provide all required recommendations, material & color review (inspect & provide comments);</p> <p>Respond promptly to all requests for information;</p> <p>Inspect all installed signs & provide report identifying deficiencies;</p> <p>If required, re-inspect for corrected deficiencies & provide report.</p>

6. Default.

Neither City nor Consultant is in default under the Agreement, and neither party is aware of a cause of action against the other.

7. Same Terms and Conditions.

This amendment and assignment instrument is a fully integrated statement of the modifications to the Agreement. Except as expressly modified by this instrument, the Agreement remains a comprehensive statement of the rights and obligations of City and Consultant. City and Consultant reaffirm the Agreement as modified by this instrument. City and Consultant reaffirm the Agreement as modified by this instrument and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

8. Public Information.

Consultant acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this instrument waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

Carter & Burgess, Inc.

Jacobs Engineering Group, Inc.

By: *Kevin P. Nelson*

By: *Robert M. Clement*

Printed Name: Kevin P. Nelson, P.E.

Printed Name: Robert M. Clement

Title: Sr. Vice President

Title: Group Vice President

Date: 10/12/09

Date: 10/13/09

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney