

AN ORDINANCE 2008-09-11-0783

AUTHORIZING EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH VICKREY & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$155,401.00 FOR ADDITIONAL INSPECTION SERVICES IN CONNECTION WITH THE SKY PLACE DRAINAGE IMPROVEMENT PHASE I PROJECT AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, a \$378,928.00 Professional Services Contract for consulting services in connection with the Sky Place Drainage Improvement Project at San Antonio International Airport (“Upgrade Project”) was awarded to Vickrey & Associates, Inc. (“Consultant”) pursuant to Ordinance No. 98347; and

WHEREAS, subsequent amendments have increased the contract amount to \$487,154.00; and

WHEREAS, a Resident Inspector to provide continuous on-site inspections of construction activities is required in association with the Sky Place Drainage Improvement Phase I Project construction work; and

WHEREAS, Consultant has submitted a proposal in the amount of \$155,401.00 to provide the inspection services which members of the city staff determined to be a fair and reasonable fee; and

WHEREAS, it is now necessary to authorize the amendment for testing services with Vickrey & Associates, Inc; **NOW THEREFORE**,

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

SECTION 1. The City Manager or her designee is authorized to execute an Amendment to the Professional Services Agreement with Vickrey & Associates, Inc. in an amount not to exceed \$155,401.00, in a form substantially the same as the document set out in “Attachment 1”, providing for electrical inspections and monitoring of the construction.

SECTION 2. The amount of \$38,850.00 is appropriated in SAP Fund 51005000, Airport System Construction Fund, SAP WBS AV-00003-01-01-10, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00119-90-08. The amount of \$38,850.00 is authorized to be transferred to SAP Fund 51099000, Airport Capital Projects.

SECTION 3. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00119, Sky Place Drainage Improvements, shall be revised by increasing SAP WBS element 33-00119-90-08 entitled Transfer From AV-00003-01-01-10, SAP GL account 6101100 – Interfund Transfer In, by the amount \$38,850.00.

SECTION 4. The amount of \$38,850.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00119, Sky Place Drainage Improvements and the budget shall be revised by decreasing/increasing the SAP WBS Elements as follows:

WBS NO.		WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0 (Optional)	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0 (Optional)
33-00119	05-06	Inspection Fees	5501085	Inspection Fees	\$0.00	\$155,401.00	\$155,401.00
33-00119	05-07	Unallocated Appropriations	5406530	Indirect Costs	\$2,093,993.02	-\$116,551.00	\$1,977,442.02
TOTALS					\$2,093,993.02	\$38,850.00	\$2,132,843.02

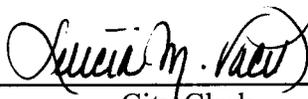
SECTION 5. The amount of \$155,401.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00119, Sky Place Drainage Improvements, SAP WBS Element 33-00119-05-06, entitled Inspection, SAP GL Account 5501085 is authorized to be encumbered and made payable to Vickrey & Associates, Inc. for inspection services.

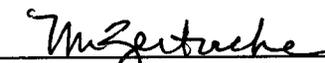
SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, 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 shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 11th day of September, 2008.


 M A Y O R
PHIL HARDBERGER

ATTEST: 
 City Clerk

APPROVED AS TO FORM: 
 for City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 13

Name:	8, 10, 11, 12, 13, 14, 15, 17, 19, 21, 22, 23, 24, 26, 27A, 27B
Date:	09/11/2008
Time:	01:59:27 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a \$155,401.00 amendment to the Professional Services Agreement with Vickrey & Associates, Inc. to provide inspection services in connection with the Sky Place Drainage Improvement Phase I project at San Antonio International Airport, for a revised contract value of \$642,555.00. [Penny Post oak Ferguson, Assistant City Manager; Mark Webb, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				x
John G. Clamp	District 10		x				

DM



CMS or Ordinance Number: CN4600000680

TSLGRS File Code:1075-16

Document Title:

CONT - Designating the firm of Vickrey & Assoc. to provide Professional Engineering Services in connection with the Sky Place realignment and

Commencement Date:

11/10/2003

Expiration Date:

11/10/2005

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

STATE OF TEXAS

§

COUNTY OF BEXAR

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This Amendment To Professional Services Agreement ("Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager, and **VICKREY & ASSOCIATES, INC.** (hereinafter referred to as "Consultant" or "Vickery"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, as authorized by Ordinance No. 98347, dated October 23, 2003, the City entered into a Professional Services Agreement with Consultant for Engineering Services in connection with the Airfield Sky Place Boulevard Re-Alignment and Drainage Project at San Antonio International Airport ("Original Agreement"); and

WHEREAS, the City has completed the Sky Place Boulevard Re-Alignment and is now moving forward with Phase One of the Sky Place Boulevard Drainage project which consists of the construction of the of a concrete box culvert drainage system at the earth channel located along the south side of Sky Place Boulevard and the west side of the Aircraft Rescue Fire Fighting Building; and

WHEREAS, the project is partially funded through Federal Aviation Administration (FAA) Airport Improvement Program grants which grant assurances require that a professional engineer act as resident inspector during Phase One to monitor the progress and quality of the construction; and

WHEREAS, Consultant has submitted a proposal to provide resident inspection services; and

WHEREAS, it is necessary to update terms in the agreement to meet current City and FAA requirements; and

WHEREAS, it is necessary to amend the Original Agreement to expand the scope to include the resident project representation services, to update the contract terms and provide for additional compensation;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement by and between the Parties is amended as follows:

- 1. Amended Scope of Work.** The Scope of Work set out in Attachment "A" of the Original Agreement is amended to include the consulting services described in the document attached hereto as Exhibit A. Amended Scope of Work.
- 2. Revised Fee for Services.** Attachment "C" of the Original Agreement is amended to add as paragraph 1.3 the Compensation Schedules attached hereto as Exhibit B. The total fee for the Amended Scope of Work for resident project representation services as defined by this amendment to Attachment "A" is to be in the amount not to exceed \$155,401.00 and it is agreed and understood that this amount will constitute full compensation to Consultant for all work

required to perform the services defined in Exhibit A attached hereto. Unless and until the City sees fit to make further appropriations, the obligation of the City to the Consultant for a the revised fee for all services in connection with this Amended Scope of Work cannot and will not exceed \$155,401.00 without further amendment to this Agreement.

3. **Article IX.** Article IX is hereby replaced in its entirety with the following:

“IX. INSURANCE REQUIREMENTS

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Aviation Department, which shall be clearly labeled “Sky Place Drainage at San Antonio International Airport” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify 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 A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> <u>o</u> <u>m</u> <u>b</u> <u>i</u> <u>n</u> <u>e</u> <u>d</u> <u> </u> <u>S</u> <u>i</u> <u>n</u> <u>g</u> <u>l</u> <u>e</u> <u> </u> <u>L</u> <u>i</u> <u>m</u> <u>i</u> <u>t</u> <u> </u> <u>f</u> <u>o</u> <u>r</u> <u> </u> <u>B</u> <u>o</u> <u>d</u> <u>i</u> <u>l</u> <u>y</u> <u> </u> <u>I</u> <u>n</u> <u>j</u> <u>u</u> <u>r</u> <u>y</u> <u> </u> <u>a</u> <u>n</u> <u>d</u> <u> </u> <u>P</u> <u>r</u> <u>o</u> <u>p</u> <u>e</u> <u>r</u> <u>t</u> <u>y</u> <u> </u> <u>D</u> <u>a</u> <u>m</u> <u>a</u> <u>g</u> <u>e</u> <u> </u> <u>o</u> <u>f</u> <u> </u> <u>\$</u> <u>5</u> <u>,000,000</u> <u> </u> <u>p</u> <u>e</u> <u>r</u> <u> </u> <u>o</u> <u>c</u> <u>c</u> <u>u</u> <u>r</u> <u>r</u> <u>e</u> <u>n</u> <u>c</u> <u>e</u> <u>, </u> <u>o</u> <u>r</u> <u> </u> <u>i</u> <u>t</u> <u>s</u> <u> </u> <u>e</u> <u>q</u> <u>u</u> <u>i</u> <u>v</u> <u>a</u> <u>l</u> <u>e</u> <u>n</u> <u>t</u> <u> </u> <u>i</u> <u>n</u> <u> </u> <u>U</u> <u>m</u> <u>b</u> <u>r</u> <u>e</u> <u>l</u> <u>l</u> <u>a</u> <u> </u> <u>o</u> <u>r</u> <u> </u> <u>E</u> <u>x</u> <u>c</u> <u>e</u> <u>s</u> <u>s</u> <u> </u> <u>L</u> <u>i</u> <u>a</u> <u>b</u> <u>i</u> <u>l</u> <u>i</u> <u>t</u> <u>y</u> <u> </u> <u>C</u> <u>o</u> <u>v</u> <u>e</u> <u>r</u> <u>a</u> <u>g</u> <u>e</u>
5. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio
Aviation Department – Planning & Development
Attn.: Mr. Dan Gallagher
9800 Airport Boulevard
San Antonio, Texas 78216

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance

should there be a lapse in coverage at any time during this contract. 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 the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

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

9.9 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio 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.

9.11 Consultant and any Subcontractors are responsible for all damage to their own equipment and/or property.

4. **Article XVI.** Article XVI SBEDA Requirements is hereby replaced in its entirety with the following:

"XVI. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

16.1 It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs) as defined under 49 CFR Part 26, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) and the FAA in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT or FAA-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the contract.

16.2 The Consultant agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of sub-consultant contracts to disadvantaged business enterprises to the fullest extent participation is consistent with the performance of the Aviation Department Contract, and/or the utilization of DBE suppliers where feasible. Consultants are expected to solicit bids from available DBE's on contracts which offer subcontracting opportunities.

16.3 Consultant specifically agrees to comply with all applicable provisions of the Aviation Department's DBE Program. The DBE Program and the DBE Compliance and Enforcement regulations may be obtained through the airport's DBE Liaison Officer at (210) 207-3505 or by contacting the City's Aviation Department.

16.4 As long as the total dollar value of this contract is less than \$25,000, the consultant need not have a DBE Goal, but is encouraged to utilize DBE contractors if possible.

16.5 The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate. Consultant agrees to include this clause in each sub-consultant contract the prime consultant signs with a sub-consultant.

16.6 The Consultant agrees to pay each sub-consultant under this Contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contract receives from the City of San Antonio. The Consultant further agrees to return retainage payments to each sub-consultant within fifteen (15) days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE and non-DBE sub-consultants.

16.7 All changes to the list of sub-consultants submitted with the proposal and approved by the City or Aviation Department, excluding vendors shall be submitted for review and approval by Aviation Department's DBE Liaison Office for approval when adding, changing, or deleting sub-consultants on airport projects. Consultants shall make a good-faith effort to replace DBE sub-consultants unable to perform on the contract with another DBE.

16.8 During the term of this Agreement, the Consultant must report the actual payments made to all subcontractors to the City in a time interval and a format determined by the City. The City reserves the right, at any time during the term of this Agreement, to request additional information, documentation or verification of payments made to subcontractors in connection with this Agreement. Verification of amounts being reported may take the form of requesting copies of cancelled checks paid to participating DBEs and/or confirmation inquiries directly with participating DBEs. Proof of payment such as copies of check must properly identify the project name or project number to substantiate payment.

16.9 Failure or refusal by Consultant to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the proposal process or at any time during the term of the Contract, may constitute a material

breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part."

5. Federal Contract Provisions. The Federal Contract Provisions attached hereto as Exhibit C are hereby inserted into and made a part of the Original Agreement.

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

EXECUTED and AGREED to this the 10th day of September, 2008.

CITY:
CITY OF SAN ANTONIO

CONSULTANT:
VICKREY & ASSOCIATES, INC.

PPF [Signature]
Sheryl Sculley,
City Manager *ng*

[Signature]
By:
Its:
Federal Tax ID#: 74-1793632

Approved:

[Signature]
City Attorney

ATTEST:

BY: [Signature]
City Clerk

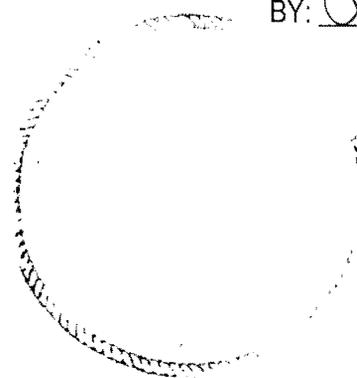


EXHIBIT A

SCOPE OF SERVICES

Sky Place Drainage Improvement Phase One Project

Primary Duties for Resident Engineer or Inspector

- (i) Checks activities to ensure compliance with the plans and specifications. Informs the contractor and owner of any work that is in noncompliance.
- (ii) Ensures that all testing required by the specification is performed. All commercially produced products, such as pipe and reinforcing steel, that are used on the project should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
- (iii) Visits the testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.
- (iv) Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other Project related meeting.
- (v) Ensures that tests are performed at the frequency stated in the specifications. Determine when and where tests will be taken and witness tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.
- (vi) Reviews test reports and certifications for conformance with the specifications. Each test report for material in-place should, at a minimum, contain the following:
 - (a) Test performed and date.
 - (b) Applicable standard or project specification.
 - (c) Test location.
 - (d) Test result.
 - (e) Action taken on failing tests.
 - (f) Lot size and location and adjusted contract price when statistical acceptance procedures are specified or when provisions allow for reduced payment.
- (vii) Maintains a file of test reports and certifications.
- (viii) Informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.
- (ix) Documents quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer printouts, supported by the original set of weigh tickets, is the basis for payment.

- (x) Maintains a set of working drawings on the job site that can be used to prepare "as-built" drawings. Record names, addresses and telephone numbers of all Contractor(s), subcontractors and major suppliers of material and equipment.

- (xi) Reviews payment requests from the contractor, including verifying the quantity or percentage of the work.

- (xii) Maintains a diary that should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
 - (a) Date and weather conditions.
 - (b) Names of important visitors.
 - (c) Construction work in progress and location by stations or similar references.
 - (d) Size of contractor's work force and equipment in use.
 - (e) Test performed and locations. Test results.
 - (f) Instructions issued to contractor.
 - (g) Problems encountered and action taken.
 - (h) Record date and time for placing pavement base material, asphalt and or concrete with test report numbers on working drawing.
 - (i) Number of hours worked per day for contractor and subcontractors.
 - (j) The substance of important conversations with the contractor about conduct, progress, changes, test results, interpretations of specifications, or other details.

- (xiii) Submits copies of FAA Form 5370-1, *Construction Progress and Inspection Report*, or equivalent form to the appropriate FAA Airports Division/District/Field Office upon request.

Note: The above construction inspector tasks are the requirements listed on FAA 150/5370-12A, Quality Control of Construction for Airport Grant Projects, Section 6, Engineer's Responsibilities, b. Construction Phase.

CONSULTANT: Foster CM Group, Inc.
 PROJECT: SKY PLACE DRAINAGE IMPROVEMENT PHASE ONE PROJECT
 INSPECTION
 7/30/2008

CONSTRUCTION DURATION: 180 DAYS

TASK	PRINCIPAL		PROJECT MGR		INSPECTOR O/T		INSPECTOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE		RATE		RATE	\$52.50	RATE	\$35.00	RATE		RATE		HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Attendance at Pre-construction Meeting						\$0		4	\$140				4	140
Security Badging						\$0		4	\$140				4	140
RPR Services (regular working hours) and attending progress meeting (40 hours per week for 7 months)						\$0		1032	\$36,120				1032	36120
RPR Services (outside regular working hours)					408	\$21,420			\$0		0		408	21420
						\$0			\$0				0	0
						\$0			\$0				0	0
						\$0			\$0				0	0
TOTAL	0	0	0	0	408	21420	1040	36400	0	0	0	0	1448	57820
LABOR & BURDEN OVERHEAD													109%	\$63,024
PROFIT													10%	\$12,084
REIMBURSABLE														
PRINTING														
MILEAGE													\$2,727	
TRAVEL														
PER DIEM														
MISC1														
MISC2														
REIMBURSABLE TOTAL														\$2,727
TOTAL L&B O/H AND REIMB														\$135,655
CONSULTANTS														
CONSULTANT TOTAL														
TOTAL														\$135,655

COMPENSATION SCHEDULE

EXHIBIT B

EXHIBIT C

FEDERAL CONTRACT PROVISIONS – ARCHITECTURAL/ENGINEERING PROFESSIONAL SERVICES CONTRACTS

PROVISION 1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall

take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**PROVISION 2. AIRPORT & AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520-
GENERAL CIVIL RIGHTS PROVISIONS**

2.1 The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13) - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the City. The Consultant agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

4.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

PROVISION 6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

PROVISION 7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

PROVISION 8. TRADE RESTRICTION CLAUSE

8.1 The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

8.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for

the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

8.3 Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

8.4 The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

8.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

8.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

PROVISION 9. TERMINATION OF CONTRACT

9.1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

9.2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

9.3 If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

9.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

9.5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISION 10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

10.1 The Consultant, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

July 9, 2008
Revised July 21, 2008
Revised July 25, 2008
Revised July 30, 2008

Kao Lin Chen
City of San Antonio
Department of Aviation
9800 Airport Blvd., Terminal 2
San Antonio, Texas 78216

Fax No. 210-207-3544

RE: Resident Project Representative – 180 Days
Skyplace Drainage Phase I
SAIA Project No. 33-00119
V&A Job No. 1241-018-025

Dear Mr. Chen:

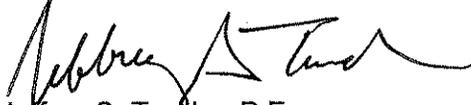
Vickrey & Associates, Inc. appreciates the opportunity to provide you with professional services for the Skyplace Drainage Improvement project. At your request, we are submitting this proposal to provide a resident project representative as required by FAA regulations for Phase I of the project. Specific duties of the resident project representative are outlined in further detail as Attachment A. Services to be provided under this agreement include providing a full-time resident project representative for an expected construction duration of six months (180 calendar days). We have estimated 1,032 regular hours, plus an overtime budget of 408 hours.

We propose to provide and manage the resident project representative on a time-plus-reimbursable basis estimated fee of \$155,401 as an addendum to our original contract dated December 5, 2003.

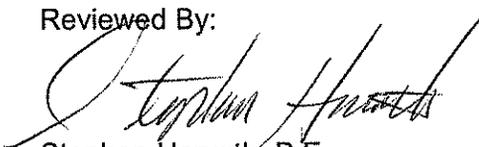
If you have any questions, please call.

Sincerely,

VICKREY & ASSOCIATES, INC.


Jeffrey S. Tondre, P.E.
Associate

Reviewed By:


Stephen Horvath, P.E.
Vice President

JST/klh

Attachment A – Scope of Services for Resident Project Representative
Attachment B – Resident Project Representative Fee Proposal



Sky Place Drainage Improvement Phase One Project

Primary Duties for Resident Engineer or Inspector

- (i) Checks activities to ensure compliance with the plans and specifications. Informs the contractor and owner of any work that is in noncompliance.
- (ii) Ensures that all testing required by the specification is performed. All commercially produced products, such as pipe and reinforcing steel, that are used on the project should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
- (iii) Visits the testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.
- (iv) Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other Project related meeting.
- (v) Ensures that tests are performed at the frequency stated in the specifications. Determine when and where tests will be taken and witness tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.
- (vi) Reviews test reports and certifications for conformance with the specifications. Each test report for material in-place should, at a minimum, contain the following:
 - (a) Test performed and date.
 - (b) Applicable standard or project specification.
 - (c) Test location.
 - (d) Test result.
 - (e) Action taken on failing tests.
 - (f) Lot size and location and adjusted contract price when statistical acceptance procedures are specified or when provisions allow for reduced payment.
- (vii) Maintains a file of test reports and certifications.
- (viii) Informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.
- (ix) Documents quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer printouts, supported by the original set of weigh tickets, is the basis for payment.
- (x) Maintains a set of working drawings on the job site that can be used to prepare "as-built" drawings. Record names, addresses and telephone numbers of all Contractor(s), subcontractors and major suppliers of material and equipment.

- (xi) Reviews payment requests from the contractor, including verifying the quantity or percentage of the work.
- (xii) Maintains a diary that should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
 - (a) Date and weather conditions.
 - (b) Names of important visitors.
 - (c) Construction work in progress and location by stations or similar references.
 - (d) Size of contractor's work force and equipment in use.
 - (e) Test performed and locations. Test results.
 - (f) Instructions issued to contractor.
 - (g) Problems encountered and action taken.
 - (h) Record date and time for placing pavement base material, asphalt and or concrete with test report numbers on working drawing.
 - (i) Number of hours worked per day for contractor and subcontractors.
 - (j) The substance of important conversations with the contractor about conduct, progress, changes, test results, interpretations of specifications, or other details.
- (xiii) Submits copies of FAA Form 5370-1, *Construction Progress and Inspection Report*, or equivalent form to the appropriate FAA Airports Division/District/Field Office upon request.

Note: The above construction inspector tasks are the requirements listed on FAA 150/5370-12A, Quality Control of Construction for Airport Grant Projects, Section 6, Engineer's Responsibilities, b. Construction Phase.

CONSULTANT: Vickrey & Associates.
PROJECT: SKY PLACE DRAINAGE IMPROVEMENT PHASE ONE PROJECT
INSPECTION
7/30/2008

CONSTRUCTION DURATION: 180 DAYS

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$46.58	RATE	\$40.37	RATE	\$31.73	RATE	\$26.14	RATE	\$17.10	RATE	\$52.79	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Full Time Inspector Coordination	9	\$419	72	\$2,907	48	\$1,523		\$0	48	\$821		\$0	177	5669.7
		\$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		\$0		\$0		\$0	0	0
		\$0		\$0		\$0		\$0		\$0		\$0	0	0
TOTAL	9	419.22	72	2906.64	48	1523.04	0	0	48	820.8	0	0	177	5669.7
LABOR & BURDEN OVERHEAD													216.61%	\$12,281
PROFIT													10%	\$1,795
REIMBURSABLE														
PRINTING														
MILEAGE														
TRAVEL														
PER DIEM														
MISC1														
MISC2														
REIMBURSABLE TOTAL														\$0
TOTAL L&B O/H AND REIMB														\$19,746
CONSULTANTS														
CONSULTANT TOTAL														
TOTAL														\$19,746

CONSULTANT: Foster CM Group, Inc.
PROJECT: SKY PLACE DRAINAGE IMPROVEMENT PHASE ONE PROJECT
INSPECTION
7/30/2008

CONSTRUCTION DURATION: 180 DAYS

TASK	PRINCIPAL		PROJECT MGR		INSPECTOR O/I		INSPECTOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE		RATE		RATE	\$52.50	RATE	\$35.00	RATE		RATE		HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Attendance at Pre-construction Meeting						\$0	4	\$140					4	140
Security Badging						\$0	4	\$140					4	140
RPR Services (regular working hours) and attending progress meeting (40 hours per week for 7 months)						\$0	1032	\$36,120					1032	36120
RPR Services (outside regular working hours)					408	\$21,420		\$0		0			408	21420
						\$0		\$0					0	0
						\$0		\$0					0	0
						\$0		\$0					0	0
TOTAL	0	0	0	0	408	21420	1040	36400	0	0	0	0	1448	57820
												LABOR & BURDEN OVERHEAD	109%	\$63,024
												PROFIT	10%	\$12,084
												REIMBURSABLE		
												PRINTING		
												MILEAGE	\$2,727	
												TRAVEL		
												PER DIEM		
												MISC1		
												MISC2		
												REIMBURSABLE TOTAL		\$2,727
												TOTAL L&B O/H AND REIMB		\$135,655
												CONSULTANTS		
												CONSULTANT TOTAL		
												TOTAL		\$135,655



CMS or Ordinance Number: OR00000200809110783

TSLGRS File Code: 1000-05

Document Title:

ORD - Designating the firm of Vickrey & Assoc. to provide Professional Engineering Services in connection with the Sky Place realignment and

Ordinance Date:
9/11/2008



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 13
Council Meeting Date: 9/11/2008
RFCA Tracking No: R-3865

DEPARTMENT: Aviation Department

DEPARTMENT HEAD: Mark Webb

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Amending a PSA with Vickrey & Associates, Inc. @ SAIA

SUMMARY:

This ordinance authorizes the amendment to a Professional Services Agreement with Vickrey & Associates, Inc. in the amount of \$155,401.00, to provide inspection services in connection with the Sky Place Drainage Improvement Phase I project, a sub-project of the Sky Place Boulevard Re-alignment and Drainage project; and amends the budget. The amendment also updates the Insurance Requirements and replaces the Small Business Economic Development Advocacy Program (SBEDA) with the requirements of the Federal Disadvantage Business Enterprise (DBE) Program.

BACKGROUND INFORMATION:

The project is located on the north side of International Airport near the intersection of Sky Place Boulevard with Nakoma/Jones Maltzberger and includes the construction of an underground drainage system along with the Realignment of Sky Place Boulevard. The purpose of the new drainage is to replace the current open channel that parallels Sky Place Boulevard with an underground system. Once completed, this area, encompassing approximately 16 acres, will be available for new tenant development. The realignment relocated the intersection with Nakoma approximately 900 feet to the northwest, aligning with Gordon Road.

The drainage portion has been divided into two phases. Phase One of the drainage project will construct a concrete box culvert drainage system surrounded by Sky Place Boulevard to the north and the Aircraft Rescue Fire Fighting Building to the east. The project is federally funded through Airport Improvement Program (AIP) grant funds. Inspection services will be performed by a Resident Project Representative for continuous on-site inspection of construction activities for progress and quality of construction. Under FAA grant assurances, all AIP funded projects must provide an independent consultant to provide on-site inspection services for the duration of the project.

On October 2003, City Council approved a professional services agreement with Vickrey & Associates, Inc. in the amount of \$378,928.00 through Ordinance No. 98347. Subsequent ordinances have increased this agreement to \$487,154.00.

This ordinance will amend the agreement and authorize payment to Vickrey &

Associates, Inc. in the amount of \$155,401.00 to provide a Resident Project representative for continuous on-site inspection of construction activities in connection with the Sky Place Drainage Improvement Phase I project for a total contract value of \$642,555.00. Additionally, the amendment replaces the original SBEDA contractual language with the Federally required DBE language.

ISSUE:

The primary issue associated with this action is the continued ability for the Aviation Department to monitor the on-site inspection services during construction which are required under the accepted FAA grant assurances.

Approval of this ordinance will be a continuation of City Council policy of improving land uses at San Antonio International Airport and utilizing federal funding when available.

ALTERNATIVES:

There is no reasonable alternative. The construction contract for Phase One has been bid. The RFQ process for selecting a new consultant would cause substantial delays for the implementation of the project construction with the risk of the construction contractor pulling out and, thus, requiring SAIA to re-bid the construction contract. Furthermore, choosing to proceed with Phase One of the construction without a resident inspector would violate FAA grant assurance requirements and result in forfeiture of the Federal AIP Discretionary funds.

FISCAL IMPACT:

This ordinance transfers \$116,551.00 from "Unallocated Appropriations" and appropriates \$38,850.00 from 2002 Airport Construction funds.

RECOMMENDATION:

Staff recommends approval of the amendment to the Professional Services Agreement with Vickrey & Associates, Inc. to provide a Resident Project representative at San Antonio International Airport.

ATTACHMENT(S):

File Description	File Name
Vickrey Discretionary Contracts Disclosure	Vickrey Discretionary Contracts Disclosure.pdf
Foster Discretionary Contracts Disclosure	Foster Discretionary Contracts Disclosure.pdf
Vickrey Proposal dated July 30, 2008	Vickrey Proposal dated July 30, 2008.pdf
Voting Results	
Ordinance/Supplemental Documents	200809110783.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Mark Webb Director Aviation Department

APPROVED FOR COUNCIL CONSIDERATION:

Penny Postoak Ferguson Assistant City Manager