

AN ORDINANCE 2013-06-20-0466

AUTHORIZING AN AMENDMENT IN AN AMOUNT NOT TO EXCEED \$94,885.00 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR RESIDENT INSPECTION SERVICES DURING THE CONSTRUCTION AND INSTALLATION OF THE PARKING REVENUE CONTROL SYSTEM AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, in June 2011, City executed a professional services agreement with Kimley-Horn and Associates, Inc. to provide design services to develop the specifications for a new Parking Revenue Control System for the San Antonio International Airport (Airport); and

WHEREAS, this amendment, in an amount not to exceed \$94,885.00, will provide an on-site Resident Engineer that will perform daily on-site observation services during construction and the installation of the equipment and components to ensure that the installation and construction conforms with the design, as well as, review payment requests submitted by contractors.; **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 Kimley-Horn and Associates, Inc. in an amount not to exceed \$94,885.00 for Resident Inspection services during the construction and installation of the Parking Revenue Control System at the San Antonio International Airport, a copy of which is set out in **Exhibit 1**.

SECTION 2. The amount of \$125,000.00 is appropriated in SAP Fund 51013000, Capital Projects, SAP WBS AV-00006-01-02-38, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00196-90-02. The amount of \$125,000.00 is authorized to be transferred to SAP Fund 51099000

SECTION 3. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00196, Parking Revenue Control System, shall be revised by increasing SAP WBS element 33-00196-90-02 entitled Transfer from AV-00006-01-02-38, SAP GL account 6101100 – Interfund Transfer In, by the amount \$125,000.00.

SECTION 4. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00196, Parking Revenue Control System, shall be revised by decreasing SAP WBS 33-00196-04-03 entitled Contingency, Software/Hardware, SAP GL account 5202020, by the amount of \$108,948.97.

SECTION 5. The amount of \$233,948.97 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00196, Parking Revenue Control System, SAP WBS Element 33-00196-01-01, entitled Project Initiation, SAP GL Account 5202020.

SECTION 6. Payment in the amount not to exceed \$94,885.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00196, Parking Revenue Control System, is authorized to be encumbered and made payable to Kimley-Horn and Associates, Inc., for Resident Inspection services.

SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, 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 8. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 20th day of June, 2013.


M A Y O R
Julián Castro

ATTEST:

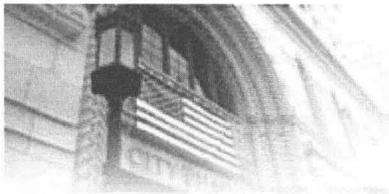


Leticia M. Vacek, City Clerk

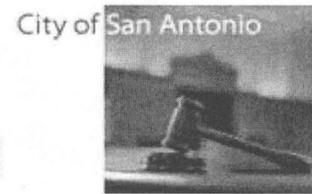
APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 37

Name:	5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20A, 20B, 21A, 21B, 22A, 22B, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34B, 36, 37, 38, 39, 40, 41, 42, 44, 46A, 46B, 47A, 47B, 48B, 49A, 49B, 49C						
Date:	06/20/2013						
Time:	11:16:24 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to a professional services contract with Kimley-Horn and Associates, Inc. in the amount not-to-exceed \$94,885.00, funded by Airport Improvement and Contingency funds, for Resident Inspection services during the construction and installation of the Parking Revenue Control System at the San Antonio International Airport; and appropriating additional funds for this project. [Ed Belmares, Assistant City Manager; Frank Miller, Director, Aviation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT 1

**AMENDMENT NO. 5 - ADMINISTRATIVE
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
PARKING CONSULTING SERVICES
AT
SAN ANTONIO INTERNATIONAL AIRPORT**

This Amendment (hereinafter called the "Amendment") to the Professional Services Agreement for Parking Consulting Services at San Antonio International Airport is entered into by and between the City of San Antonio (hereinafter called the "City"), a Texas municipal corporation, acting by and through its Aviation Director, and Kimley-Horn and Associates, Inc. (hereinafter called "Consultant"), acting by and through its duly authorized corporate representative, as set out below. WITNESSETH:

WHEREAS, on June 9, 2011, the City and Consultant entered into a Professional Services Agreement for Parking Consulting Services at San Antonio International Airport. (hereinafter called the "Agreement") pursuant to Ordinance No. 2011-06-09-0485; and

WHEREAS, City desires Consultant to provide Construction Administration Services to oversee the construction and installation of the Fiber Optic and Civil Infrastructure Improvements associated with the new Parking Revenue Control System ("PRCS"); and

WHEREAS, Consultant will perform the aforementioned services for the not-to-exceed amount of \$95,485.00; and

WHEREAS, it is now necessary to amend the scope of the Agreement to add services and increase the compensation to Consultant for these additional services; and

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 Agreement entered into by and between the City and the Consultant is amended as follows:

- 1. Compensation.** \$94,885.00 in additional contract capacity is hereby added to the Agreement such that the total not to exceed fee under the Agreement, as previously amended, is \$462,306.97.
- 2. Additional Scope.** The scope of work set out in Attachment A, Additional Scope, hereto is hereby added to and made a part of Exhibit 1, Scope of Services, of the Agreement.
- 3. Fee Estimate.** The fee schedule set out in Attachment B, Additional Fee, hereto is hereby added to and made a part of Exhibit 3, Fee Estimate, of the Agreement.

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

EXECUTED AND AGREED TO this _____ day of _____, 2013.

CITY OF SAN ANTONIO

**KIMLEY-HORN AND ASSOCIATES,
INC.**

By: _____
Sheryl Sculley
City Manager

By: _____
Signature

Printed Name & Title

APPROVED:

By: _____
City Attorney

ATTACHMENT A ADDITIONAL SCOPE

Task 1: Additional Construction Administration

- Consultant will provide an on-site Resident Engineer (RE) that will perform daily on-site observation services during construction and the installation of the equipment and components in an effort to help ensure that the installation and construction upholds the intent of the design. Observation will be provided for the PRCS installation by CTR Parking Systems, Inc., the fiber optic network installation by Presidio, LLC., and the civil improvements construction by ASC Paving, Inc.
- Consultant's Engineer of Record (EOR) from the design will provide remote oversight of the RE's efforts. Observations are limited to spot checking, selective measurement, and similar methods of general observation of the work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether the Contractors' work is generally proceeding in accordance with Design Documents, and Consultant will keep the City informed of the general progress of the work.

Consultant shall not, during such visits or as a result of such observations of the Contractors' work in progress, supervise, direct, or have control over the Contractors' work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractors, for safety precautions and programs incident to the Contractors' work, nor for any failure of the Contractors to comply with laws and regulations applicable to the Contractors' furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractors' failure to furnish and perform its work in accordance with the Contract Documents.

- Consultant shall review payment requests submitted to the City by the PRCS, Fiber Optic and Civil Contractors. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will recommend the amounts that the Contractors should be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to the City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, that Contractors' work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractors' work, based on observations and measurements of quantities provided with pay requests.
- During construction, Consultant will create and maintain a punchlist of corrections or outstanding items that are to be provided by the Contractors in order to achieve substantial completion. Upon notification from the Contractors that all punchlist items have been resolved, Consultant shall complete a final walkthrough to confirm that all punch list items have been completed, and recommend substantial completion to the City.

RE Daily Observation and EOR Site Visits – Task 1

RE will provide daily on-site observations as described above for up to five (5) hours per day, four (4) days a week for the first five (5) months of construction.

RE will provide daily on-site observations as described above for up to five (5) hours per day, three (3) days a week for the last one (1) month of construction.

EOR will provide three (3) hours per week of remote oversight of the RE's efforts for the duration of the schedule of this Task as noted below.

EOR will perform four (4), two (2) day site visits during the completion of this Task.

Schedule – Task 1

Consultant will perform the services described in Task 1 on a weekly basis for a six (6) month duration following authorization to commence Task 1.

Task 2: Additional Project Management/Project Coordination

The original construction duration has been extended from thirty-one (31) weeks to an estimated sixty-six (66) weeks. Consultant shall continue to perform Project Management/Project Coordination services during the extended construction period.

Consultant will perform up to three (3) hours of Project Management/Project Coordination per week for twenty four (24) weeks while heavy site work is in progress.

Following the completion of heavy site work, Consultant will perform up to two (2) hours of Project Management/Project Coordination per week for the remaining eleven (11) weeks of the project.

Schedule – Task 2

Consultant will perform the services described in Task 2 on a weekly basis throughout the current construction schedule of sixty six (66) weeks.

**ATTACHMENT B
ADDITIONAL FEE**

TASK		Engineer of Record (EOR)	Resident Engineer (RE)	Total
Task Description		J. Maglothin, P.E.	Local KHA Staff	
Hourly Rate		\$145.00	\$115.00	
1	Additional Construction Administration			
	RE Construction Observation (20 hrs/wk X 20 wks)	0	400	400
	RE Construction Observation (15 hrs/wk X 4 wks)	0	60	60
	EOR Oversight (3 hrs/wk X 24 wks)	72	0	72
	EOR Site Visits (18 hrs/visit X 4 visits)	72	0	72
Task Hours Subtotal		144	460	604
Task Labor Fee Subtotal		\$20,880.00	\$52,900.00	\$73,780.00
2	Additional Project Management/Project Coordination			
	Additional hours for extended schedule (during heavy site work)	96	0	96
	Additional hours for extended schedule (after heavy site work)	29	0	29
Task Hours Subtotal		125	0	125
Task Labor Fee Subtotal		\$18,125.00	\$0.00	\$18,125.00
		269	460	729
Total Hours by Person		\$39,005.00	\$52,900.00	
Labor Fee by Person			\$91,905.00	
Total Labor Fee				

Reimbursable Expenses Estimate

TASK			
	Expense Description	Unit Cost	Units
			Extended Cost
1	Additional Construction Administration		
	Vehicle Mileage per Trip	\$250.00	4
	Lodging	\$125.00	4
	Rental Car	\$75.00	0
	Meals	\$60.00	8
	Miscellaneous (Reproduction, Telephone, Courier, etc.)	\$1,000.00	1
Task 1 Total			\$2,980.00
2	Additional Project Management/Project Coordination		
	Vehicle Mileage per Trip	\$250.00	0
	Lodging	\$125.00	0
	Rental Car	\$75.00	0
	Meals	\$60.00	0
	Miscellaneous (Reproduction, Telephone, Courier, etc.)	\$1,000.00	0
Task 2 Total			\$0.00
Total Expenses			\$2,980.00

Summary

TASK		Total
	Expense Description	
1	Additional Construction Administration	
	Labor Fee Total	\$73,780.00
	Reimbursable Expenses Total	\$2,980.00
Task 1 Total		\$76,760.00
2	Additional Project Management/Project Coordination	
	Labor Fee Total	\$18,125.00
	Reimbursable Expenses Total	\$0.00
Task 2 Total		\$18,125.00
Total		\$94,885.00