

AN ORDINANCE 2014-02-13-0086

AWARDING A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$12,724,415.00 TO J3 COMPANY, LLC FOR RUNWAY 12R-30L REHABILITATION AND TERMINAL AREA TAXIWAY IMPROVEMENTS, PACKAGE 1, AT SAN ANTONIO INTERNATIONAL AIRPORT.

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WHEREAS, the Aviation Department, in partnership with the Federal Aviation Administration (FAA), has developed a multi-phase project for the Runway 12R-30L rehabilitation and Terminal Area Taxiways Improvements at San Antonio International Airport; and

WHEREAS, the scope of this first phase of the project includes the reconstruction of two separate sections of concrete runway pavement of Runway 12R, the reconstruction of Taxiway G from Runway 4/22 to Taxiway, and the construction of new parallel taxiways to both Taxiways G and N; and

WHEREAS, 75% of funding for this project will come from FAA Airport Improvement Program grants with the remaining 25% representing the City's matching share which will be funded through Capital Improvement Funds (for which the Airport will seek reimbursement from Passenger Facility Charges) and Insurance Proceeds; and

WHEREAS, this Ordinance accepts the lowest responsive bid submitted by J3 Company, LLC in the amount not to exceed \$12,724,415.00 for Runway 12R-30L rehabilitation and Phase 1 of the Terminal Area Taxiways Improvements project; **NOW THEREFORE:**

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

SECTION 1. The lowest responsive bid by J3 Company, LLC, in an amount not to exceed \$12,724,415.00 for Runway 12R-30L Rehabilitation and the Terminal Area Taxiway Improvements Project, Package 1, at San Antonio International Airport is hereby accepted. All other bids will be considered rejected upon execution of a contract by the successful bidder and the deposit of all required bonds and insurance certificates or the expiration of ninety (90) days from the effective date hereof, whichever comes first.

SECTION 2. Payment in the amount not to exceed \$12,724,415.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00178, Runway 12R Rehabilitation, is authorized to be encumbered and made payable to J3 Company, LLC., for construction services.

SECTION 3. 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

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2/13/14
Item No. 10A

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 4. This Ordinance shall take effect immediately upon receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

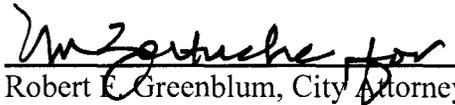
PASSED and APPROVED this 13th day of February, 2014.


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Robert E. Greenblum, City Attorney

Agenda Item:	10A (in consent vote: 5, 6, 7, 8, 9, 10, 10A, 10B, 11)						
Date:	02/13/2014						
Time:	09:23:15 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a construction contract with J3 Company, LLC for Runway 12R-30L Rehabilitation and Terminal Area Taxiway Improvements, Package 1 for \$12,724,415.00.						
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				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT 1

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
DESIGN & PLANNING SERVICES FOR
RUNWAY & TAXIWAY IMPROVEMENTS AT THE
SAN ANTONIO INTERNATIONAL AIRPORT**

This Amendment (hereinafter called the “Amendment”) to the Professional Services Agreement for Design & Planning Services for Runway & Taxiway Improvements at the San Antonio International Airport is entered into by and between the City of San Antonio (herein called the “City”), a Texas municipal corporation, acting by and through its City Manager, 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 January 31, 2013, the City and Consultant entered into a Professional Services Agreement for Design & Planning Services for Runway & Taxiway Improvements (2012) at the San Antonio International Airport. (hereinafter called the “Agreement”) pursuant to Ordinance No. 2013-01-31-0065; and

WHEREAS, City desires Consultant to provide additional design services and to provide construction phase services to include construction management, administration, and inspection through 2019; and

WHEREAS, Consultant has provided a proposal to perform the aforementioned services in the amount of \$1,205,143.58; 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. **Article 6.2.** The first sentence of Article 6.2 of the Agreement is hereby deleted and replaced in its entirety with the following, increasing the not to exceed contract sum by \$1,205,143.58:

“The total compensation for all work to be performed by Consultant as fully defined in the Scope of Services, to include all travel and other expenses, shall not exceed SIX MILLION, THREE HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED FORTY-NINE AND 58/100 DOLLARS (\$6,396,749.58).”

2. **Article 11.1.** Article 11.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

11.1 Consultant covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages (including but not limited to direct, indirect, special, exemplary, punitive, incidental and

consequential damages), losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, intellectual property infringements, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Consultant's negligent or intentional acts, errors or omissions under this Agreement, including any negligent or intentional acts, errors or omissions of Consultant, any agent, officer, director, representative, employee, consultant or subcontractor of Consultant, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR 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.

3. **Exhibit 1, Scope of Services.** The scope of work set out in Exhibit A, Additional Scope, is hereby added to and made a part of Exhibit 1, Scope of Services, of the Agreement.
4. **Exhibit 2, Fee Schedule.** The fee schedule set out in Exhibit B, Additional Fee & Labor Categories, hereto is hereby added to and made a part of Exhibit 3, Fee Schedule, 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 _____, 2014.

CITY OF SAN ANTONIO

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Sheryl L. Sculley
City Manager

By: Loy F. Warren
Signature

Loy F. Warren Firmwide Auction Leader
Printed Name & Title

APPROVED:

By: _____
City Attorney

EXHIBIT A ADDITIONAL SCOPE

Task 3.6.1 - Taxiway “R” Additional Preliminary Engineering Services

Background

As outlined under Task 3.6, Structural Analysis Taxiway Romeo Bridge, initial investigation of the bridge structures was to determine a short-term solution to extending the life of the pavement. It has been determined that a short-term solution is not viable based upon the initial investigations and structural evaluations and that additional Geotechnical investigations are required to determine an overall solution to the failing bridges.

The existing Taxiway R is partially constructed over areas containing potential municipal solid waste (MSW) and construction and demolition waste (CDW). The existing taxiway includes two (2) structures that were installed to “bridge” over known landfill areas. The structures are supported on drilled pier foundations that have been installed to penetrate through the landfill into the underlying native soils. Preliminary plans are to replace the existing “bridge” structures to increase the load bearing capacity of Taxiway R to accommodate heavier aircraft. Heavy aircraft operations have been restricted from using Taxiway R (bridge structures) as a result of the initial investigations and evaluation. This scope will include soil borings to develop foundation design parameters that may be used to design the planned foundations to support the new taxiway pavement sections.

Project Coordination

Consultant will coordinate the daily field investigations and operations including a schedule of work completed and to be completed. The field work will continue for up to 4 weeks and will involve coordination with Airport P & D and Airport Operations for NOTAM’s on Runway 12L.

Consultant will coordinate appropriate approvals of potential field activities that will disturb the existing cover over the landfill and will provide coordination and documentation of the soil borings with the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste Permits Section. As requested, limited analytical testing of the samples recovered from the soil borings will be provided as part of this work scope to provide additional information regarding the potential MSW/CDW.

Field Work

Consultant will locate and drill a total of 12 borings to a maximum depth of 75 feet each. Six borings will be drilled at each of the existing bridge sites. Consultant will direct the sampling efforts, and visually classify recovered samples. Soil that is interpreted to be clay in the field, will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Soil interpreted to be sand or gravel in the field, will be sampled with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Samples in bedrock where SPT samples cannot be obtained will be taken from the auger cuttings. Rock coring is not included in scope. Recovered soils/rock will be visually classified in the field.

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with bentonite chips. The chips will swell when wetted to form an effective seal.

Consultant will perform laboratory testing on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, and unconfined compression strength testing. The actual laboratory program will depend upon the type of soils encountered.

Review Potential Grade-Supported Options and make recommendation

Previous remediation work in the vicinity of this project was to remove the MSW and replace with imported fill soils. An option to replacing the bridge structures may consist of removing the MSW beneath the taxiway and backfilling the area with a controlled engineered fill. This approach may be provided as part of the site improvements if economically feasible. The following task items have been developed to explore the option of removing the MSW and replacing it with an engineered fill placed in compacted lifts;

- A Geophysical Survey to delineate potential landfill areas, The geophysical survey would use Electromagnetic Induction (EMI) techniques to detect and delineate anomalous near-surface conductive materials; the horizontal limits shall be established based on excavation area safety standards.
- 10 confirmatory soil borings (estimated to 25 feet) to confirm the measurements observed in the EMI survey (the confirmatory borings will be limited to visual observations of the auger cuttings; sampling and testing of recovered soil samples will not be provided as part of the drilling);
- Site fill recommendations for potential mass grading, including soil fill types and compaction requirements.
- A general discussion of the anticipated settlements for the planned site fills will be provided. Due to the anticipated soil conditions, we do not anticipate that undisturbed clays samples will be obtained to provide consolidation testing. The settlement estimates will be based on our experience with similar structures and will not include detailed design calculations based on the results of consolidation testing, and;
- Commentary and discussion outlining the risks of soil supported structures on the planned site fills.

Environmental Site Assessment

The Consultant will provide a representative during the drilling of the borings drilled to identify Municipal Solid Waste (MSW) and Construction and Demolition Water (CDW). The Consultant will obtain and record data in general accordance with TCEQ requirements.

Consultant will record the lithology of soils collected from the geotechnical borings and collect soil samples from selected intervals. The Consultant will verify that the samples collected for analyses are collected according to a protocol that ensures there is no cross contamination from lubricants or solvents used in geotechnical boring installation equipment. A map of the boring locations will be prepared. Once complete, the holes will be backfilled with bentonite to the surface. Cuttings will be stored in 55-gallon drums that will be stored on Site until the soils have been characterized. Cuttings containing MSW/CDW will be appropriately disposed of at a licensed landfill. Soils that are free of MSW/CDW will be added to soil stockpiles on Airport property with the approval of the City.

If groundwater or landfill leachate is encountered, up to four samples will be collected for laboratory analysis. The groundwater sample will be collected from the open borings.

A reading from a photo-ionization detector (PID) will be recorded for each sample collected. Once each boring is complete, a plastic tube attached to the PID will be lowered into the open hole to test for the presence of methane or other natural gases.

The samples selected for laboratory analyses will be placed directly into clean sample jars, placed on ice in a shuttle (cooler) and delivered to the analytical laboratory. The samples will be logged and a chain of custody will be prepared. The samples will be transported to a NELAP certified laboratory approved for projects to be submitted to the Texas Commission on Environmental Quality (TCEQ).

Analytical Testing: Laboratory analyses will be performed on the collected soil samples for the presence of Total Petroleum Hydrocarbons (TPH) by Texas Method 1005, Volatile Organic Compounds (VOCs) by EPA Method 8260B, and Total Metals by EPA Methods 200.7 and 6010B. Soil samples with the highest detected concentration of TPH will also be analyzed for Semi-Volatile Organic Compounds by EPA Method 8270C. Samples will be processed in a normal five to seven-day turnaround time (TAT), unless requested otherwise.

Environmental Coordination and Recommendation

Consultant will coordinate up to five meetings with City's Environmental Stewardship and P&D Divisions to discuss the findings, recommendations, and solutions/recommendations. Consultant will review results of environmental findings as they become available and prepare an interim report presenting the findings and preliminary recommendations. The interim report will allow City to provide review and comment of results prior to submittal of final report.

Consultant will develop meeting minutes following each meeting and distribute these to the attendees and standard project distribution recipients.

Consultant will incorporate review comments of interim report into a final Environmental Findings Report. The Environmental Findings Report will be submitted as an appendix to the Geotechnical Study prepared for the project.

Opinion of Probable Cost

The geotechnical study will provide potential design options for the taxiway improvements. Consultant will develop an Engineer's Opinion of Probable Construction Costs to reflect the recommendations from the report.

TASK DELIVERABLES

Consultant will submit an electronic copy of the formal engineering report prepared by a licensed professional engineer in Texas that will include:

- Description of the field exploration program;
- Description of the laboratory testing program;
- Soil boring plan that depicts borehole locations on a base map;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Description of site geology based on location of the site on the Geologic Atlas of Texas;
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;
- Depth where groundwater was encountered during drilling and its potential impact on construction;
- Site Class Determination based on the 2012 Code IBC; and,
- Drilled pier foundation type design parameters including allowable friction and end bearing capacities and "Lpile" design criteria.

Consultant will prepare a summary report providing interim findings including background, methods, results, and recommendations for further actions or remediation of these areas, as may be deemed necessary. If additional work, such as boring and sampling, is needed to verify results we will provide the recommendations in the report. This summary will also provide an analysis of the impacts to those tenants that will be impacted by the remediation of these bridge locations and what will be required to maintain access to these locations. Consultant will prepare and submit to City an Engineer's Opinion of Probable Construction Costs for each alternative and an estimate of construction time for each alternative as well. A draft report will be issued upon completion of the geotechnical study to allow City to review and

provide comments. A final report will be issued 2 weeks after receiving written review comments from City.

SCHEDULE

Based on previous experience drilling through MSW landfills, 45 day advance notice to the TCEQ will be required prior to beginning work. The waiting period will be used to coordinate the field activities with City personnel, so that work can begin as soon as work authorizations are provided by TCEQ.

It is anticipated that the soil borings will take about 10 to 15 working days and the study will be completed within approximately 4 to 6 weeks of the completion of the drilling and sampling activities.

Task 6 – Construction Phase Services

Consultant shall provide consulting and engineering services as follows:

This task will consist of preparing a construction management program, review and comment on the Contractor's Quality Control Plan, review and comment on the Contractor's Safety Management Plan, conduct construction observations, attend construction progress meetings, attend pre-work conferences, review quality assurance and quality control testing performed by others, conduct special inspections or tests, review submittals, review and respond to requests for information, prepare Consultant's supplemental instruction, prepare bulletins, review change proposals, review pay applications and recommend for payment, review and monitor construction schedule, review disagreements between contractor and the City, prepare monthly progress reports, prepare FAA weekly progress reports, conduct substantial completion activities, review operation and maintenance manuals (as prepared by the contractor), and complete project closeout activities including final Engineer's Construction Report and the development of as-builts as required by the City.

Table 6.1

The 2013 Package 1 Construction Phase Services will consist of on-site observation and quality assurance testing (oversight of airport's on-call Quality Assurance team) as outlined in the project specifications as follows;

Phase	Construction Duration
Base Bid	90 Days
Alternate 1A and 1B	95 Days
Alternate 2	55 Days
Alternate 3	55 Days
Alternate 4	45 Days
Alternate 5	50 Days
Final Completion	60 Days

Figure 4.4 demonstrates the project limits identified for Package 1
Actual Construction duration will depend on the number of alternatives to be awarded and any reduction of time negotiated with the contractor through the combination of phases.

Part 6: Construction Phase Services

6.1 Construction Management Program

Consultant will prepare a construction management program that outlines key project personnel, field and laboratory testing procedures, testing frequencies, and quality assurance procedures for grading, drainage, paving, marking, and lighting improvements. Although guidelines will be established and certain requirements will be specified in the plan, the Contractor will assume full responsibility for his work.

Deliverables: Consultant will submit one bound draft copy and three final bound copies plus electronic files of the construction management program to City within three weeks of the NTP. Consultant will also submit the construction management program to City in pdf format. City will forward additional copies to the FAA, as needed.

6.2 Pre-Construction Meeting

Consultant shall conduct one Pre-Construction Meeting per bid package with the lowest responsible bidder, subcontractors, and material suppliers and respond to questions, as needed. Consultant shall prepare an agenda and the presentation materials for the Pre-Construction Meeting based on the FAA Advisory Circular 150/5300-9A (or latest version) "Pre-Design, Pre-Bid, and Pre-Construction Conferences for Airport Grant Projects" consisting of project overview; introductions, responsibilities, and lines of communication; general contract requirements; project scope of work; and testing of materials. City will arrange for and provide the meeting room to conduct the pre-construction meeting.

6.3 RPR Services, Site Visits, and Observation of Construction

Consultant will provide on-site review/monitoring of construction materials, finishes, and workmanship in conformance with the standards established in the construction documents. Consultant shall notify City immediately, verbally and in writing, of observed deviations and/or defects in materials, finish, equipment, systems, and workmanship. Consultant will measure quantities of work installed to confirm quantities invoiced by the Contractor. Consultant will verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof. Consultant will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections and provide written reports of said visits to the Airport. Consultant will conduct field observations of approved Change Order Work proposed by the Contractor to verify completion in accordance with the contract documents.

Deliverables: Consultant will complete daily logs documenting observed day-to-day construction activities, crews, weather conditions, subcontractors, quality assurance testing, and construction quantities. Daily observation logs will be kept on-site.

Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's 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 Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the construction work unless such failure is due to Consultant's negligent or intentional act or omission.

6.4 Construction Progress Meetings

Consultant will prepare the agenda for and attend weekly construction progress meetings for the duration of each packages construction season. The number of meetings will be determined along with the yearly negotiation of fee for the construction services.

In addition to the weekly construction meetings, Consultant will prepare for and attend meetings with the airlines to keep them informed of the phases, the planned changes in phases, and how this will affect traffic through each area. They will include plans and/or exhibits to denote the changes to operations and how this will affect the airlines.

Deliverables: Consultant will submit an initial draft agenda to the Contractor and Airport for the inclusion of items which they request prior to the meeting. Consultant will submit attendance log and prepare and distribute meeting minutes to attendees in electronic file format.

Information provided at the airline meetings will be provided to City in electronic format. This is an informational meeting only and meeting minutes will not be generated from this meeting. However, any questions brought to the attention of the team during the meeting will be addressed in an e-mail and distributed to the attendees.

6.5 Review Quality Control Plan & Testing Results

Consultant will review and provide comments for correction to the Contractor for the “Contractor’s Quality Control plan”. This shall be completed and accepted prior to the start of construction.

Consultant may use the test results to determine trends in the Contractor’s work. Consultant will provide recommendations as needed to address concerns but will not direct the Contractor in means and methods. Consultant will review the Contractors Quality Control Reports and make recommendations as to the monthly payment for the Contractor Quality Control program.

Deliverables: Consultant will submit to City and the Contractor a memorandum in electronic file format with concerns and recommendations regarding the quality control plan including remediation methods not meeting specification standards.

Additionally, Consultant will submit to City and the Contractor a memorandum in electronic file format with concerns and recommendations regarding quality control tests meeting or not meeting specification standards.

6.6 Observation and Tests

The City of San Antonio will enter into an agreement, outside of this one, with a testing firm to perform Quality Assurance (QA) testing for the work performed by the Contractor. Consultant will coordinate standard testing, review tests, compare and measure differences between the QA and Contractor’s Quality Control (QC) testing and address any issues and/or concerns between the tests. Consultant will recommend a procedure to follow if there are problems with the quality of the tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant’s area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such tests or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to reasonably rely on the results of such tests and the facts being certified.

Deliverables: Consultant will submit review comments or concerns of the QA results to City in electronic file format.

6.7 Shop Drawings and Samples

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, or procedures of construction or to related safety precautions and programs. Consultant will track the progress of submittals throughout each project and maintain a log throughout the duration. This log will include dates of submittals and the progress through the review system.

Deliverables: Consultant will submit reviews, with a statement whether or not the submittal reviewed is in compliance with the contract, directly to the Contractor in electronic file format with a copy to City.

6.8 Review and Respond to Requests for Information (RFI’s)

Consultant will respond to reasonable and appropriate Contractor RFI's in accordance with the contract documents and issue necessary clarifications and interpretations of the Contract Documents, including drawings, evaluations on any changes on the costs and contract time frame, to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City upon the recommendation of Consultant. Consultant will track the progress of the RFI's and maintain a log throughout the duration. This log will include dates of submittals and the progress through the review system.

Deliverables: Consultant will submit draft RFI's including the written recommendations to City in electronic format for review prior to submission to the Contractor. Consultant will submit drawings, as necessary, in electronic file format.

6.9 Prepare Consultant's Supplemental Instruction (CSI)

Consultant will prepare CSI's to identify additional detail and for potential improvement to the construction of the project. Consultant will prepare sketches and specifications as needed.

Deliverables: Consultant will submit CSI's along with a recommendation to City in electronic file format for review prior to submission to the Contractor. If there is a change in the cost or the contract time, the changes must be included in the written recommendation.

6.10 Recommendations with Respect to Defective Work

Consultant shall recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work is defective and/or will not produce a completed Project that conforms generally to Contract Documents.

6.11 Change Orders

Consultant shall recommend and prepare Change Orders (Field Alterations) to the Contractors Contract and deliver them to City for review. Consultant will recommend to City acceptance or rejection of any changes, modifications, or substitutions either proposed by the Contractor or initiated by others. Written justification must accompany any recommendation or rejection. Any changes in costs and/or contract time must be included in the recommendations.

Deliverables: Consultant will submit to City a memorandum summarizing their recommendations regarding the contract change request by the Contractor in electronic file format.

6.12 Substitutes and "Or-Equal."

Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. Consultant will coordinate with City to determine prior usage and acceptability of certain materials. Consultant will also track their time and expenses, if any, for this task separately in order to bill the Contractor for the time required to review the submittal and provide the recommendation.

6.13 Survey

Consultant will perform the final construction survey following the completion of this project to meet the requirements of FAA AC's 16, 17 & 18. This information will be converted from the standard survey to meet the level and layer requirements of the circulars and then be submitted through the AGIS portal for inclusion in the overall AGIS plan for San Antonio. Final FAA approved AutoCAD files will be submitted to City upon FAA approval.

6.14 Applications for Payment

Consultant will review the monthly, pay application prepared by the Contractor.

Consultant will review the application in accordance with the Specifications, with the Contractor prior to submission to City. Such recommendations of payment will be in writing and will constitute Consultant's representation to City that the Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the contract documents), and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of the Contractor's work, based on observations and measurements of quantities provided with pay requests.

6.15 Review and Monitor Construction Schedule

Consultant will review and approve the Contractor's Critical Path Schedule as well as the two-week look ahead schedule and subsequent progress schedules, schedule of shop drawings submittals, and schedule of values prepared by the Contractor. Consultant will identify any noticeable schedule issues and work with the Contractor to mitigate these issues bringing the schedule back in line with the project.

Deliverables: Consultant will submit a memorandum to City in electronic file format summarizing the evaluation of the Contractor's schedule including any recommendations for improvement.

6.16 Disagreements between Contractor and San Antonio Airport System (SAAS or Airport)

As necessary, Consultant will render written recommendations on disagreements between the City and the Contractor relating to the acceptability of Contractor's work, the interpretation of the requirements of the contract documents, or pertaining to the progress of Contractor's work. In rendering such recommendations, Consultant will be fair and not show partiality.

Deliverables: Consultant will submit a memorandum to City in electronic file format summarizing Consultant's recommendation.

6.17 Prepare FAA Weekly Progress Reports

Consultant will prepare the weekly FAA Construction Progress and Inspection Reports with pictures for each construction package.

Deliverables: Consultant will submit weekly construction progress and inspection reports with pictures to Airport P&D that will then be compiled and submitted to the FAA by City.

6.18 Substantial Completion

Before City issues a Certificate of Substantial Completion for each package, Consultant will conduct a pre-final inspection and submit to the Contractor and City a punch list of observed items requiring completion or correction. Consultant will track the completion of the punch list items and inform City when complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a punch list. If after considering any objections of City, Consultant considers the Work substantially complete; Consultant will notify City and Contractor.

Deliverables: Consultant will submit a punch list within 3 days after the substantial completion to the Contractor and City in electronic file format. Consultant will submit monthly follow-up reports to City in electronic file format for punch list items that have not been completed and will notify City when the Contractor is substantially complete.

6.19 Final Completion

Before City issues a Certificate of Final Completion, Consultant will conduct a final site visit and will request attendance by City and FAA staff to determine if the completed Work of Contractor is in accordance with the Contract Documents and the final punch list so that Consultant will recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is in accordance with the Contract Documents. .

Deliverables: Consultant will submit a recommendation for final payment, including the contractor's retainage payment request and draft certificate of final completion to City in electronic format.

6.20 Review Operation and Maintenance Manuals

During the course of the Work, verify that the certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to Consultant for review and forwarding to City prior to final payment for Work.

6.21 Prepare Record Drawings

Consultant will prepare record drawings for each package as it is completed to include information provided by the Contractor regarding field changes recorded and incorporated during the construction of each package. If FAA equipment is involved, Consultant will provide As-built drawings for FAA equipment under a separate package. This additional package will be submitted to City for submittal to the FAA.

Deliverables: Consultant will submit electronic AutoCAD, PDF files and one bound full size (22"x34") set of record drawings to City.

6.22 Record Drawing A-GIS Conversion

Consultant will convert the record drawings prepared in the above task in accordance with FAA Advisory Circular 150/5300-18B.

Assumptions: Consultant will complete the requirements under "Documentation and Submission Requirements" and "Data Capture Rules" for the elements within Chapter 5 of FAA Advisory Circular 150/5300-18B within the scope of this project and provide this information to City with the record drawings.

Deliverables: Consultant will submit one electronic AutoCAD Civil 3D file to City.

6.23 Attend Close-Out Conference

Upon final completion of the Work, Consultant will attend one meeting with City and the Contractor to reconcile the final quantities and review project close-out requirements.

Assumptions: Consultant assumes one close-out conference will be conducted for each construction package.

Deliverables: Consultant will develop and distribute meeting minutes and attendance logs to the attendees, after the meeting, in electronic PDF format.

6.24 Prepare Engineer's Construction Report

Consultant will prepare a Final Engineer's Construction report that will consist of the following information:

- Scope of Work Summary including project location, work constructed, and work bid but not constructed
- Administration summary (Completed by City)
- Construction summary consisting of: bid abstract, sequence and resolution of problems, prime and sub-consultants on-site, change orders and supplement agreements summary, contract timeline, labor compliance supplied by the Contractor, and Contractor's final payment certification completed by the Contractor.
- Summary of quality assurance test results
- Summary of project costs
- DBE program (Completed by the Contractor)
- Required determination for project close-out (Completed by City)
- Final Tests and Quality Control Report
- Grant amendment request (Completed by City)
- Confirmation that record drawings are provided to City

Deliverables: Consultant will submit one bound draft report with electronic file to City for review and comment. Consultant will submit three bound final reports with electronic file to City. City will forward one bound final report to the FAA. Additional copies of the documents will be supplied to City in pdf format.

6.25 Perform Warranty Observations

Prior to the expiration of construction or equipment warranties or guarantees (typically one year after final completion), Consultant will coordinate a site walk-through with the Contractor and City and provide a report of observed defects in material, equipment, and/or workmanship that are covered under the projects' warranties or guarantees.

Assumptions: Consultant assumes one warranty observation will be conducted for each Design Package awarded.

Deliverables: Consultant will submit a warranty punch list to City in electronic file format outlining observed defects during warranty walk-through.

**EXHIBIT B
ADDITIONAL FEE & LABOR CATEGORIES**

<u>TASK</u>	<u>NOT TO EXCEED AMOUNT</u>
Task 3.6.1	\$151,770.00
Task 6 (2014)	<u>\$1,053,373.58</u>
TOTAL NOT TO EXCEED AMOUNT	\$1,205,143.58

Approved Labor Rates

The following labor categories and associated approved labor rates and are hereby incorporated into and made a part of the Agreement:

<u>Category</u>	<u>Unburdened Rate</u>
Sr. Inspector	\$43.27
Inspector	\$40.43

Notes:

- 2014 rates shall not be eligible for annual increase until 2015.
- Consultant must obtain prior written approval from City for the use of the Inspector labor category and for the individual Consultant employee to be designated as Inspector before performing any services utilizing such labor category and/or billing any hours to the Inspector labor category.

Overtime

All hours invoiced will be at actual rates. No premium on hours over 40 hours per week (overtime) will be paid.