

**AMENDMENT NO. 5
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 to add \$2,050,573.00 in contract capacity to the Agreement for Consultant to provide additional construction administration, resident project representative services, and design services as set out in the Agreement; and

WHEREAS, it is now necessary to amend the Agreement to 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 \$2,050,573.00:

"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 THIRTEEN MILLION FIVE HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY-ONE AND 77/100 DOLLARS (\$13,515,361.77)."

- 2. Exhibit 2 Fee Schedule.** \$ 215,533.36 is hereby added to the task set out as Part 4 - Design and Engineering and \$1,835,039.64 is hereby added to the task set out as Part 6 - Construction Administration/Observation of the "Fee Breakdown by Work Phase" of Exhibit 2, Fee Schedule as depicted in Exhibit A Additional Fee hereto.

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 _____, 2016.

CITY OF SAN ANTONIO

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

By: _____
Sheryl L. Sculley
City Manager

By: Michael G. Sarker
Signature

Michael G Sarker Executive VP
Printed Name & Title

APPROVED:

By: _____
City Attorney

**EXHIBIT A
ADDITIONAL FEE**

<u>PART</u>	<u>Not to Exceed Amount</u>
4.2	\$ 215,533.36
6.0	\$1,835,039.64
Total	\$2,050,573.00