

**AMENDMENT NO. 10
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, The City desires to add \$2,661,682.51 in contract capacity to the Agreement for Consultant to provide additional construction phase services to include construction management, administration, and inspection services as set out in the agreement and as shown in **Exhibit A, Additional Fee and Labor Categories**; and

WHEREAS, City and Consultant wish to add Weston Solutions, Inc. as a subconsultant to the Agreement and includes its overhead rate in **Exhibit A, Additional Fee and Labor Categories**;

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 \$2,661,682.51:

"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 TWENTY MILLION, TWO HUNDRED FIFTY-TWO THOUSAND, THREE HUNDRED TWENTY-SIX AND 05/100 DOLLARS (\$20,252,326.05)."

2. **Exhibit 2, Fee Schedule.** The fee schedule and Weston Solutions' approved overhead rate set out in Exhibit A, Additional Fee and Labor Categories, is hereby added to and made part of the Exhibit 2, 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 _____, 2020.

CITY OF SAN ANTONIO

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

By: _____
Erik J. Walsh
City Manager

By:  _____
Signature

BRIAN SWALCOWSKI, VICE PRESIDENT
Printed Name & Title

APPROVED:

By: _____
City Attorney

Exhibit A
ADDITIONAL FEE & LABOR CATEGORIES

<u>TASK</u>	<u>NOT TO EXCEED AMOUNT</u>
Task 6.0 – FY 2020	\$2,661,682.51
TOTAL	\$2,661,682.51

Approved Overhead Rates

Weston Solutions, Inc.	173.64%
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