

**AMENDMENT NO. 7
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 \$451,957.84 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 2, Fee Breakdown by Work Phase; and

WHEREAS, this increase in capacity is necessary because of the extension of the construction contract for change orders, weather delays and contractor settlement for additional days; and

WHEREAS, this increase in capacity will be funded with previously appropriated funds available under project contingency; 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 \$451,957.84:

"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 FIFTEEN MILLION, NINE HUNDRED AND FIFTY TWO THOUSAND, EIGHT HUNDRED AND TWENTY AND 03/100 DOLLARS (\$15,952,820.03)."

2. Exhibit 2, Fee Breakdown by Work Phase.
by adding:

The fee schedule, is hereby modified

TASK
Task 6.0 – FY 2018

NOT TO EXCEED AMOUNT
\$451,957.84

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

EXECUTED AND AGREED TO this 13 day of April, 2018.

CITY OF SAN ANTONIO

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

By: _____
Sheryl Sculley
City Manager

By: 
Signature

Michael J. Hermann Senior Vice President

Printed Name & Title

APPROVED:

By: _____
City Attorney

