

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
MASTER ARCHITECT
FOR THE
TERMINAL DEVELOPMENT PROGRAM
AT
SAN ANTONIO INTERNATIONAL AIRPORT

This Amendment 2 (herein called the “Amendment”) to the Professional Services Agreement for Master Architect for the Terminal Development Program at San Antonio International Airport is entered into by and between the City of San Antonio (“City”), a Texas home-rule municipality, acting by and through its Director of Airports, and Corgan Associates, Inc. (“Consultant”), acting by and through its authorized officers.

WHEREAS, City Council was briefed on the initial schedule and plan for the design and construction of the new terminal facility and its enabling projects at San Antonio International Airport in May 2022, which plan is being implemented through the Terminal Development Program (TDP); and

WHEREAS, to ensure consistent, cohesive design elements for each project in the TDP and be able to phase projects so the overall program remains on schedule, airports utilize a master architect for the life of the program; and

WHEREAS, in March 2023 the City and Consultant entered into the Professional Services Agreement for Master Architect for the Terminal Development Program at San Antonio International Airport (“Agreement”) pursuant to Ordinance No. 2023-03-09-0160; and

WHEREAS, Consultant is currently providing design services up to Schematic Design for the New Terminal Facility; and

WHEREAS, City is awarding a Construction Manager at Risk construction contract in December 2023 which will work with Consultant to ensure the design for the New Terminal Facility will be constructable in an efficient and timely manner; and

WHEREAS, with the selection of a construction manager at risk for the new terminal project and the acceleration in work resulting therefrom, it is necessary to increase the Agreement amount by \$90,000,000 for a total revised not to exceed contract value of \$120,000,000; and

WHEREAS, specific phases of work will be identified and negotiated, however, the increase in contract capacity will provide for continued design and coordination for the overall TDP and associated projects, including 100% construction documents through final design, contractor bidding and negotiations, construction administration, and program closeout; and

WHEREAS, these services will be identified and incorporated into the Agreement pursuant to Article 4.1 which authorizes the Director to add individual phases of work to the Scope of Services without additional City Council approval; and

WHEREAS, the Terminal Development Project cap is currently \$1.4 billion and City desires Consultant to design and engineer all components of the Project included in the Scope of Services in the Agreement within such TDP cap; 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 II Compensation.** The not to exceed total compensation to Consultant set out in Article 2.1 of the Agreement is hereby increased by NINETY MILLION AND 00/100 DOLLARS (\$90,000,000.00) for a total revised not to exceed contract value of ONE HUNDRED TWENTY MILLION AND 00/100 DOLLARS (\$120,000,000.00).
2. **Article IV. Scope of Services.** The following Article 4.10 is hereby incorporated into and made a part of the Agreement:

4.10 Consultant shall, in the provision of services in connection with the Project, design and engineer all components of the Project included in the Scope of Services in the Agreement such that the total costs shall not exceed the budgeted cap for the Project (the TDP Cap) which is currently \$1.4 billion. To this end, the Consultant shall provide good faith estimates of components of the Terminal Development Project to the City periodically, and as may be requested by the City, showing all such projected costs and, if such projected costs exceed the TDP Cap, also provide potential options and/or alternatives as to how to complete the Terminal Development Project within the TDP Cap. The TDP Cap may be revised by the City Manager or designee.

-----Signatures to follow-----

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 _____, 2023.

CITY OF SAN ANTONIO

By: _____
Erik Walsh
City Manager

CORGAN ASSOCIATES, INC

By:  _____
Signature

John Trupiano, Principal

Printed Name & Title

APPROVED:

By: _____
(for) City Attorney

20231204 DRAFT Amendment 2_Master Architect PSA_Corgan FINALv5

Final Audit Report

2023-12-05

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