

**SECOND AMENDMENT
TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
COMPLETE STREET DESIGN SERVICES
FOR
HEMISFAIR PARK AREA STREETS PROJECT**

This Second Amendment to the Professional Engineering Services Agreement for the Complete Street Design Services for Hemisfair Park Area Streets Project, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, acting by and through its City Manager, and Moore Iacofano Goltsman, Inc., ("Consultant"), acting by and through its duly authorized corporate representative, as set out below. City and Consultant are collectively referred to herein as the "Parties".

WHEREAS, on November 11, 2011, through Ordinance 2011-11-17-0928, the Parties entered into a Professional Services Engineering Services Agreement for the Complete Street Design Services for Hemisfair Park Area Streets Project ("Project") in an amount not to exceed \$3,100,000.00 ("Original Agreement"); and

WHEREAS, the contract capacity of the Original Agreement was increased through change orders to \$3,215,313.00 as of January 30, 2020; and

WHEREAS, on January 30, 2020, through Ordinance 2020-01-30-0047, the Parties amended the Original Agreement adding an additional scope of work, and an additional \$671,121.55 of contract capacity. The current contract capacity is an amount not to exceed \$3,886,434.55; and

WHEREAS, the contract capacity of the Amended Agreement has since been increased through change orders to \$3,987,825.55 as of February 27, 2023; and

WHEREAS, the Parties desire additional professional engineering services for the Project, requiring additional contract capacity in the amount of \$261,450.00, requiring a revision of the contract capacity to \$4,249,275.55; and

WHEREAS, the Parties desire to add an additional scope of work to the existing Construction Agreement. In particular, accommodation of the Alamo P3 Development to S. Alamo Street, as described in the new scope of work attached as Exhibit 1;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement is amended as follows:

1. **Contract Price.** The not to exceed amount of the Contract Price is hereby increased in the amount of \$261,450.00 for a revised not to exceed Contract Price of FOUR MILLION TWO HUNDRED FOURTY NINE THOUSAND TWO HUNDRED SEVENTY FIVE AND 55/100 U.S. DOLLARS (\$4,249,275.55). The schedule of fees attached hereto as Exhibit 1, is hereby added to and incorporated into the Original Agreement.
2. **Scope of Services.** The scope of services attached hereto as Exhibit 1, is hereby added to and incorporated into the Original Agreement.

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

Signatures to follow

EXECUTED and **AGREED** to this 8th day of March, 2023.

CITY OF SAN ANTONIO

MOORE IACOFANO GOLTSMAN, INC.

(Signature)

Roderick J. Sanchez, AICP, CBP
Assistant City Manager

(Signature)

Daniel Iacofano,
President & CEO, MIG

Approved as to Form:

Assistant City Attorney

Exhibit 1

End of Exhibit 1