

**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT
FOR
PROGRAM MANAGEMENT / CONSTRUCTION MANAGEMENT SERVICES**

This Amendment 2 (herein called the “Amendment”) to the Program Management/Construction Management 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 City Manager, and Freese and Nichols, 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 manage complex, large-scale programs such as a new terminal facility, a project owner will utilize a Program Manager/Construction Manager (PM/CM) to help organize multiple and concurrent efforts, assess risk, leverage funding options, navigate regulatory requirements, scale available resources appropriately, manage the variety of stakeholders and contractors, and expedite project timelines; and

WHEREAS, in December 2022 the City and Consultant entered into the Professional Services Agreement for Program Management/Construction Management for the Terminal Development Program at San Antonio International Airport (“Agreement”) pursuant to Ordinance No. 2022-12-15-0955; 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 PM/CM contract capacity by \$23,000,000 for a total revised not to exceed contract value of \$55,000,000; and

WHEREAS, specific phases of work will be identified and negotiated, however, the increase in contract capacity will provide for to provide for further program management and construction management of the TDP throughout the life of the program; 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

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 TWENTY-THREE MILLION AND 00/100 DOLLARS (\$23,000,000.00) for a total revised not to exceed contract value of FIFTY-FIVE MILLION AND 00/100 DOLLARS (\$55,000,000.00).

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

FREESE AND NICHOLS, INC.

By: _____
Erik Walsh
City Manager

By:  _____
Signature

John New, Vice President
Printed Name & Title

APPROVED:

By: _____
(for) City Attorney

Amendment 2_PMCM PSA_FINAL

Final Audit Report

2023-11-29

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