

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH BAIN MEDINA BAIN, INC.**

This Amendment No. 1 to the Professional Services Agreement with Bain Medina Bain, Inc. is made by and through the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____, passed and approved on _____, 2016, and Bain Medina Bain, Inc. a Texas for-profit corporation (“Consultant”).

WHEREAS, Ordinance No. 2014-06-12-0442 authorized the City and Consultant to enter into a Professional Services Agreement for the design and construction administration for architectural and engineering design services for the Howard W. Peak Greenway Trail System Project (“Project”); and

WHEREAS, City and Consultant wish to expand the Project to include newly acquired City-owned property to connect the Leon Creek Greenway in Council District 8 and Salado Creek Greenway in Council District 9; and

WHEREAS, City and Consultant wish to complete the full connection between the Leon and Salado Creek Greenway Trail systems to include the design and construction of 3.5 miles of trail along Salado Creek from Loop 1604 to Eisenhower Park.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the City and Consultant hereby agree as follows:

A. Article I Definitions is hereby modified to include Section 1.14 and Section 1.15 as follows:

1.14 “Compensation to Consultant” shall mean units of service completed and approved by City and the associated unit price for such service, as may be described in Scope of Services, and Compensation for Additional Services; as referenced in Exhibit 1, Exhibit 1-A, Exhibit 3 and Exhibit 3-A, accordingly.

1.15 “Scope of Services” shall mean the approved Scope of Services attached hereto, incorporated by reference herein and labeled as Exhibit 3, and Exhibit 3-A.

B. Article II Compensation, Section 2.1 is deleted in its entirety and is hereby replaced with the following: The compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed \$1,429,634.00. The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full Compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City’s Design Guidelines. Unless and until City makes further appropriations for additional services not included in the Scope of Services of this Agreement, the obligation of City to

Consultant for Compensation in connection with this Agreement cannot and will not exceed such sum of \$1,429,634.00 without further amendment to this Agreement.

C. Exhibit 1-A is added as an attachment herein.

D. Exhibit 3-A is added as an attachment herein.

Except as modified herein, all terms and conditions contained in the Agreement entered into under authority of Ordinance No. 2014-06-12-0442 shall remain in full force and effect.

All other terms of the original License Agreement shall stand as otherwise stated.

Signed this _____ day of _____, 2016.

City of San Antonio, a Texas municipal corporation

Consultant: Bain Medina Bain, Inc.

By: _____
Janet A. Martin, Acting Director
Parks and Recreation Department

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney