

VIA EMAIL AND MAIL WITH RETURN RECEIPT REQUESTED

December 20, 2023

City of San Antonio
Attn: David M. McBeth, Horizontal Projects Division, Public Works Department
100 W. Houston St.
15th Floor
San Antonio, TX 78283-3966

RE: Main and Soledad: Pecan to Navarro ("Project")

Mr. McBeth:

This letter agreement is in response to our recent discussions related to matters described in David Pulido's March 16, 2023 email titled 23-01598 N Main & Soledad - Notice of Errors & Omissions (SAWS Manholes), which reference RFI #046, Change Order #03, and existing manhole structures MH 45517 (SAWS Sanitary Sewer Plan Sheet 7 & 11 of 15), MH 30769 (Sheet 7 & 11 of 15), and MH 30724 (Sheet 8 & 12 of 15 (the "Dispute") on the Project.

In consideration of the mutual promises, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, City of San Antonio, its affiliates, subsidiaries, insurers, contractors and agents (collectively, "Client") and Lockwood, Andrews & Newnam, Inc., its affiliates, subsidiaries, insurers, contractors and agents (collectively, "LAN") agree to the following:

Within thirty (30) days from receipt of this fully executed letter agreement, LAN shall pay Client the lump sum amount of **\$ 144,800 (one hundred and forty-four thousand, eight hundred dollars)**. In return, Client, on behalf of itself, its partners, subsidiaries, affiliates, contractors, insurers, agents, assigns, and successors, hereby releases and forever discharges LAN from any and all claims, damages, causes of actions, and/or costs, including reasonable attorney's fees, related to or arising from the Dispute. Both parties represent that they know of no other dispute or issue related to the Project and/or the services provided by LAN on the Project. Further, except as expressly provided hereunder, nothing in this letter agreement shall be an admission of liability or a waiver of any applicable right by either party. To the extent allowable under law, the parties shall keep the terms of this letter agreement confidential.

The above listed sum shall be paid by LAN via check within thirty days of our receipt of this returned letter agreement executed by Client and a filled in IRS Form W9.

If the foregoing is acceptable to Client, I kindly ask that an authorized representative sign in the space provided below and email a scanned copy of the fully executed letter agreement to sagilbreath@lan-inc.com. Once received, the scanned copy will be an acceptable form of the fully executed letter agreement.

[Signatures on Following Page]

Sincerely: LAN
LOCKWOOD, ANDREWS & NEWNAM, INC.

Signature: 

Print: Steve Gilbreath

Title: Vice President, Chief Operations Officer

Agreed: Client
City of San Antonio

Signature: _____

Print: _____

Title: _____