

**THIRD AMENDMENT
TO
DESIGN-BUILD CONTRACT FOR
ARCHITECTURAL AND ENGINEERING
DESIGN AND CONSTRUCTION SERVICES
FOR THE
BROADWAY STREET - E. HOUSTON STREET TO IH 35 PROJECT
PROJECT NUMBER: 23-01561**

This Third Amendment to the Design-Build Contract for Architectural and Engineering Design and Construction Services for the Broadway Street - E. Houston Street to IH 35 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 Sundt Construction, Inc. ("Design-Builder"), acting by and through its duly authorized corporate representative, as set out below. The City and Design-Builder are referred to collectively herein as the "Parties".

WHEREAS, in May 2018, through Ordinance 2018-05-17-0347, the City and Design-Builder entered into the Design-Build Contract for the Broadway Street - E. Houston Street to IH 35 Project in an amount not to exceed \$32,700,000.00 ("Original Agreement"), which amount has been increased to \$38,700,000.00 pursuant to Amendment 1 and increased to \$48,700,000 pursuant to Amendment 2; and

WHEREAS, the Parties desire to include additional design and construction services to convert CPS overhead electric utilities to underground electric utilities and construct new underground conduit structure and manholes to accommodate the relocation of telecommunication facilities; and include additional SAWS water infrastructure; and include SARA LID construction features; and include Ave B sidewalk extensions, and include the addition of trees and irrigation; and

WHEREAS, the cost for the aforementioned work will increase the contract capacity by \$7,713,614.71; and

WHEREAS, the Contract Price is hereby revised to a not to exceed amount of \$56,413,614.71.

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. Article VIII.6 Contract Price.** The Contract Price set out in Article VIII.6 of the Original Agreement and executed amendments is hereby increased by SEVEN MILLION SEVEN HUNDRED THIRTEEN THOUSAND SIX HUNDRED FOURTEEN AND 71/100 DOLLARS (\$7,713,614.71) for a revised not-to-exceed Contract Price of FIFTY-SIX MILLION FOUR HUNDRED THIRTEEN THOUSAND SIX HUNDRED FOURTEEN AND 71/100 DOLLARS (\$56,413,614.71).

2. **Article VIII.8.1.** The second sentence of Article VIII.8.1 of the Original Agreement is deleted in its entirety and replaced with the following:

City agrees to perform its responsibilities so as to assist Design-Builder to facilitate the completion of the Construction Work and represents to Design-Builder that there will be sufficient funds available to pay Design-Builder up to the **GMP's not to exceed amount of FIFTY-SIX MILLION FOUR HUNDRED THIRTEEN THOUSAND SIX HUNDRED FOURTEEN AND 71/100 DOLLARS (\$56,413,614.71)**, as adjusted by any Change Order.

3. **Scope of Services.** The scope of the Original Agreement is hereby amended to include the design and construction of the following additional work:

- SARA LID construction features
- Ave B sidewalk extensions
- Addition of trees and irrigation
- CPS OH to UG Electric, including 9th St Extension
- SAWS water infrastructure
- 6th St Storm Drain Replacement

The scope of services and work is defined by CPS Energy, SAWS, and SARA and is predicated on their acceptance of Design-Builder's pricing, phasing and overall project schedule for the defined GMP scope in accordance with the current Original Agreement's terms. Should the scope of services change as currently defined in the agreed to GMP that impacts design and preconstruction efforts, scope of work, phasing and the project schedule, then the impacts of these changes will be evaluated by all parties and a revised deductive or additive scope of work and impacts to the project schedule will be negotiated.

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

Signatures to follow

EXECUTED and **AGREED** to as of the dates indicated below.

City Of San Antonio

Sundt Construction, Inc.

(Signature)

DocuSigned by:
Joe Dooley
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(Signature)

Roderick Sanchez
Assistant City Manager
Date:

Printed Name: Joe Dooley
Title: Vice President
Date: 7/19/2022

Approved as to Form:

Assistant City Attorney