

**AMENDMENT TO THE CONSTRUCTION SERVICES AGREEMENT
FOR
SOUTH ALAMO STREET
(MARKET STREET TO CESAR CHAVEZ BOULEVARD) PROJECT
(CONTRACT NO: 4600021874)
(RFCSP NO: PW022422JEC)
(PURCHASE ORDER NO: 4500443020)**

This Amendment to the Construction Services Agreement for the South Alamo Street (Market Street to Cesar Chavez Boulevard) 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. ("Contractor"), acting by and through its duly authorized corporate representative, as set out below. The City and Contractor are referred to collectively herein as the "Parties".

WHEREAS, on November 3, 2022, through Ordinance 2022-11-03-0839, the Parties entered into the Construction Agreement for the South Alamo Street (Market Street to Cesar Chavez Boulevard) Project in an amount not to exceed \$36,628,793.61 ("Original Agreement"); and

WHEREAS, the Parties desire additional construction services for the South Alamo Street (Market Street to Cesar Chavez Boulevard) Project in the amount of \$1,500,556.00 as described in the amended schedule of values attached as Exhibit 1; and

WHEREAS, the Contract Price is hereby revised to a not to exceed amount of \$38,129,349.61; and

WHEREAS, the Parties desire to add an additional scope of work to the existing Construction Agreement. In particular, the installation of conduit duct bank and manhole structures on South Alamo Street, from Market St to E. Cesar Chavez Blvd, as described in the amended 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 \$1,500,556.00 for a revised not to exceed Contract Price of THIRTY EIGHT MILLION ONE HUNDRED AND TWENTY NINE THOUSAND, THREE HUNDRED AND FORTY NINE AND 61/100 U.S. DOLLARS (\$38,129,349.61). The schedule of values attached hereto as Exhibit 1, is hereby added to and incorporated in the Original Agreement.
2. **Scope of Services.** The additional scope of work 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 ___ day of _____, 202__.

CITY OF SAN ANTONIO

SUNDT CONSTRUCTION, INC.

(Signature)

DocuSigned by:
Jeff Williamson
AB3FF048729D4C4...

(Signature)

Erik Walsh
City Manager

Jeff Williamson
President, Transportation Group

Approved as to Form:

Assistant City Attorney

Exhibit 1



November 16, 2022

SUNDTALAMO-COSA-0001

Timothy Hayes, P.E.
Project Engineer
Public Works Department
100 W. Houston St, 15th Floor
San Antonio, Texas 78205

Reference: COSA South Alamo Street

Subject: AT&T Relocation Pricing

Mr. Hayes,

Sundt offers the following proposal for "AT&T Relocation" on the City of San Antonio S. Alamo Street Project. This scope includes installation of conduit duct bank and manhole structures on South Alamo Street, from Market St to E. Cesar Chavez Blvd.

The total scope for AT&T Relocation is **\$1,500,556.00**.

Additional information is located within the Table of Contents including, Description of Scope, Contract Documents, Assumptions & Clarifications, and Schedule of Values.

If you have any questions or would like to discuss this further, you may contact me via email at jeoreilly@sundt.com or via telephone at 210-740-4520.

Sincerely,



Jim O'Reilly
Project Manager – Transportation Group
Sundt



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South Alamo St – AT&T Relocation Work Package

Exhibit A – Description of Scope

- Open trench and bore installation of duct bank and manholes on South Alamo Street
- AT&T will furnish all materials required for installing telecommunication system complete in place, such as pipe, fittings, cable, fiber, pre-cast manholes, markers, etc.
- Conduit, manholes and all other materials, other than cable, must be requested at least 2 weeks prior to required delivery.
- Removal of Asphalt and Concrete
- Off-site Hauling for all generated spoils and asphalt/concrete removal
- Quality Control
- Surveying & Layout
- Temporary Pavement Restoration
- All Required Mobilizations per Project Schedule
- All other non-telecommunication system materials, such as casing pipe, galvanized iron pipe, shoring materials, backfill, mortar, tools, supplies, equipment, etc. required to properly complete the work will be furnished by the Contractor, except as otherwise noted. Unless otherwise directed in the plans, all materials furnished by the Contractor must meet Department and AT&T minimum requirements. In the event that a discrepancy exists between Department and AT&T material specifications, the Contractor must adhere to the more stringent specification.
- The following items were prorated with other joint bid utilities:
 - Traffic Control Maintenance
 - Flaggers
 - Traffic Control Officers
 - SWPPP Inspection/Maintenance
 - Construction Water, Chemical Toilets
 - Cleaning, Dust Control, Dumpsters, and Sweeping
 - Surveying



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South Alamo St – AT&T Relocation Work Package

Exhibit B – Contract Documents

1. AT&T Drawings ; Ref. Project No. A029OBL, A01RTMK
2. COSA Amendment No. 5 – Bore Logs and Bore Photos



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South Alamo St – AT&T Relocation Work Package

Exhibit C – Assumptions and Clarifications

These Assumptions and Clarifications form the basis of Sundt's pricing of this Work Package. If there is a conflict between these Assumptions and Clarifications and any other Contract documents, primacy and precedence is given to these Assumptions and Clarifications.

1. If changes in the law effect the contract work, a change of conditions will prompt a "Change Order".
2. All permit fees, and local government impact fees will be paid for by COSA. Costs associated with agency furnished permits, including but not limited to fees, easements, submittals, Dust Control, NPDES, TXCEQ, Traffic Control Permit, Sound Permits, Noise Permits, Antiquities Permits, and maintenance are not included.
3. No costs or schedule delays are included due to third party utility relocations.
4. No property restoration has been included.
5. No costs associated with Class II contaminated soils (if encountered)
6. Archeological monitoring provided by others.
7. Work hours assumed to be 50 hours per week, single shift.
8. Excludes removal & replacement of hazardous materials unless shown in the contract drawings and specifications.
9. No "Buy American" or "Buy America" Clauses have been established in the contract documents associated with this WP.
10. All pricing is based on no Moratorium restrictions being enforced for this scope.
11. Additional cost associated with existing utilities in conflict with the permanent duct bank will be addressed through a change order.



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Exhibit D

South Alamo St- AT&T Relocation Work Package

| Biditem | Client # | Description | Bid Quantity | Unit | Bid Price | Bid Total |
|------------|-----------|--|--------------|------|-------------------------------------|------------------------|
| ***AT&T*** | | | | | | |
| 100 | AT&T 100 | MOBILIZATION | 1 | LS | \$ 60,000.00 | \$ 60,000.00 |
| 200 | AT&T 200 | INSURANCE & BOND | 1 | LS | \$ 51,000.00 | \$ 51,000.00 |
| 300 | AT&T 300 | PREPARING RIGHT-OF-WAY | 1 | LS | \$ 55,000.00 | \$ 55,000.00 |
| 400 | AT&T 400 | BARRICADES, SIGNS & TRAFFIC HANDLING | 1 | LS | \$ 43,000.00 | \$ 43,000.00 |
| 500 | AT&T 500 | OFF-DUTY POLICE OFFICER | 70 | HR | \$ 44.00 | \$ 3,080.00 |
| 600 | AT&T 600 | PVC-C-4"-2 CONC. ENCASED | 226 | LF | \$ 150.00 | \$ 33,900.00 |
| 700 | AT&T 700 | PVC-C-4"-3 CONC. ENCASED | 77 | LF | \$ 300.00 | \$ 23,100.00 |
| 800 | AT&T 800 | PVC-C-4"-6 CONC. ENCASED | 346 | LF | \$ 390.00 | \$ 134,940.00 |
| 900 | AT&T 900 | PVC-C-4"-8 CONC. ENCASED | 110 | LF | \$ 600.00 | \$ 66,000.00 |
| 1000 | AT&T 1000 | PVC-C-4"-12 CONC. ENCASED | 236 | LF | \$ 780.00 | \$ 184,080.00 |
| 1100 | AT&T 1100 | PVC-C-4"-24 CONC. ENCASED | 43 | LF | \$ 1,200.00 | \$ 51,600.00 |
| 1200 | AT&T 1200 | HDPE SIDR 11.5-4"-2 BORE | 108 | LF | \$ 200.00 | \$ 21,600.00 |
| 1300 | AT&T 1300 | HDPE SIDR 11.5-4"-6 BORE | 912 | LF | \$ 275.00 | \$ 250,800.00 |
| 1400 | AT&T 1400 | HDPE SIDR 11.5-4"-8 BORE | 138 | LF | \$ 350.00 | \$ 48,300.00 |
| 1500 | AT&T 1500 | HDPE SIDR 11.5-4"-9 BORE | 114 | LF | \$ 600.00 | \$ 68,400.00 |
| 1600 | AT&T 1600 | HDPE SIDR 11.5-4"-12 BORE | 137 | LF | \$ 800.00 | \$ 109,600.00 |
| 1700 | AT&T 1700 | ROD & LOCATE EXISTING TRANSITE DUCTS | 2 | LS | \$ 9,000.00 | \$ 18,000.00 |
| 1800 | AT&T 1800 | LOWERED (1-6 MDC) PVC-4"-6 CONC ENCASED | 78 | LF | \$ 300.00 | \$ 23,400.00 |
| 1900 | AT&T 1900 | LOWER & RELOC 1-6-MCD (SPLIT-PVC-4"-6) CONC ENCASE | 72 | LF | \$ 300.00 | \$ 21,600.00 |
| 2000 | AT&T 2000 | LOWER & RELOC 2-3.5" TRANS CONC ENCASE | 41 | LF | \$ 230.00 | \$ 9,430.00 |
| 2100 | AT&T 2100 | LOWER & RELOC 4-3.5" CONC ENCASE | 41 | LF | \$ 240.00 | \$ 9,840.00 |
| 2200 | AT&T 2200 | LOWER & RELOC 6-4"-PVC CONC ENCASE | 41 | LF | \$ 280.00 | \$ 11,480.00 |
| 2300 | AT&T 2300 | MH #2434 8'x4'x6' | 1 | EA | \$ 24,000.00 | \$ 24,000.00 |
| 2400 | AT&T 2400 | MH #2435 12'x6'x7' | 1 | EA | \$ 40,000.00 | \$ 40,000.00 |
| 2500 | AT&T 2500 | MH #2436 8'x4'x6' | 1 | EA | \$ 24,000.00 | \$ 24,000.00 |
| 2600 | AT&T 2600 | MH # 2343 REMOVE & REPLACE | 1 | EA | \$ 50,000.00 | \$ 50,000.00 |
| 2700 | AT&T 2700 | TRAFFIC RATED FRAME & COVER | 1 | EA | \$ 3,000.00 | \$ 3,000.00 |
| 2800 | AT&T 2800 | VERTICAL CONDUIT EXTENSION & CAP | 1 | LS | \$ 600.00 | \$ 600.00 |
| 2900 | AT&T 2900 | CUT & RESTORE CONC | 17 | LF | \$ 18.00 | \$ 306.00 |
| 3000 | AT&T 3000 | TEMP ASPH RESTORATION | 550 | SY | \$ 110.00 | \$ 60,500.00 |
| | | | | | AT&T Relocation Subtotal | \$ 1,500,556.00 |

End of Exhibit 1