

**AMENDMENT 1
TO THE
CONSTRUCTION MANAGER AT RISK CONTRACT
FOR THE
CONSOLIDATED RENTAL CAR FACILITY/OTHER LANDSIDE FACILITIES
AT SAN ANTONIO INTERNATIONAL AIRPORT
(AIRPORT TRANSIT CENTER)

(PROJECT NUMBER 33-00039)**

This Amendment (herein called the “Amendment”) to the Construction Manager at Risk Contract for the Consolidated Rental Car Facility/Other Landside Facilities at San Antonio International Airport (Airport Transit Center) is entered into by and between the City of San Antonio (herein called the “City”), a Texas municipal corporation, acting by and through its City Manager and Turner Construction Company (herein called “CM@Risk” or “Construction Manager”), acting by and through its duly authorized corporate representative, as set out below. **WITNESSETH:**

WHEREAS, in May 2013 the City and CM@Risk entered into the Construction Manager at Risk Contract for the Consolidated Rental Car Facility/Other Landside Facilities at San Antonio International Airport (herein called the “Agreement”) pursuant to Ordinance No. 2013-5-30-0352; and

WHEREAS, a Guaranteed Maximum Price (“GMP”) of \$129,500,000.00 has been established and is hereby adopted and incorporated into the Agreement; and

WHEREAS, the Construction Cost Limitation (“CCL”) is hereby revised to \$135,116,938.00; and

WHEREAS, due to an extended pre-construction period, it is necessary to increase the pre-construction fees to be paid to the CM@Risk by \$245,000.00 for a revised total of \$925,000.00 which amount is included in the revised CCL; and

WHEREAS, the parties have established allowances for garage screening/building skin, public art allowance, owner contingency and preconstruction fees , which amounts are outside of the GMP but included in the revised CCL; and

WHEREAS, construction milestones and associated liquidated damages have been established and will be incorporated herein;

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 Agreement, as previously amended, entered into by and between the City and the CM@Risk is amended as follows:

1. **GMP Summary.** The CM@Risk’s GMP Summary – Final 5.15.15, Attachment A hereto, establishing a total GMP of \$129,500,000.00 and establishing amounts outside of the GMP totaling \$5,616,938.00 for garage screening/building skin, public art allowance, owner contingency and preconstruction fees, is hereby accepted and incorporated into the Agreement as Exhibit H.
2. **Article 2.2 of the Agreement.** The Construction Cost Limitation (“CCL”) in Article 2.2 of the Agreement is hereby increased to the amount of \$135,116,938.00.

3. **Pre-construction Fee.** The Preconstruction Fee in the Agreement is hereby increased by \$245,000.00 for a revised PreConstruction Fee of \$925,000.00, which amount is in the revised Construction Cost Limitation.
4. **Article 7.2 Liquidated Damages of the Agreement.** Article 7.2 Liquidated Damages of the Agreement is hereby deleted and replaced in its entirety with the following :

7.2 LIQUIDATED DAMAGES

- 7.2.1 CM@Risk understands that if Substantial Completion for the Public Garage Space portion of the Project, which Public Garage Space is that portion of the **Project depicted in Attachment B** hereto, is not attained within twenty (20) months of Notice to Proceed as adjusted, City will suffer damages which are difficult to determine and accurately specify. CM@Risk agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CM@Risk shall pay City **fourteen thousand, five hundred and 00/100 U.S. dollars (\$14,500.00)** as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted.
- 7.2.2 CM@Risk understands that if Substantial Completion is not attained for the remaining portion of the Project within the Contract Time as adjusted, City will suffer damages which are difficult to determine and accurately specify. CM@Risk agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CM@Risk shall pay City **five thousand and 00/100 U.S. dollars (\$5,000.00)** as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted.
- 7.2.3 CM@Risk and CM@Risk’s surety shall be liable for and shall pay to City the sums stipulated in the Agreement as liquidated damages for each calendar day of delay until City grants Substantial Completion.
- 7.2.4 Upon attaining Substantial Completion CM@Risk will be given 60 calendar days to achieve Final Completion of the project. CM@Risk agrees that if Final Completion within 60 days from Substantial Completion, CM@Risk shall pay City **two thousand, five hundred and 00/100 U.S. dollars (\$2,500.00)** as liquidated damages for each day that Final Completion extends beyond 60 days from the date of achieving Substantial Completion.

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 _____, 2015.

CITY OF SAN ANTONIO

TURNER CONSTRUCTION COMPANY

By: _____
Ed Belmares

By: _____
Signature

Assistant City Manager

Printed Name & Title

APPROVED:

By: _____
City Attorney

Attachment A

GMP Summary – Final 5.15.15

Attachment B
Public Garage Space