

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

This second amendment to the Design-Build Contract for the Broadway Street - E. Houston Street to IH 35 Project, authorized by Ordinance No. 2018-05-17-0347, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and Sundt Construction, Inc. ("Design-Builder"), 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

**WHEREAS**, the Parties desire to include additional design and construction services to convert overhead electric utilities to underground electric utilities and construct new underground conduit structure and manholes to accommodate the relocation of telecommunication facilities; and

**WHEREAS**, the cost for the aforementioned work will increase the contract capacity by \$10,000,000.00;

**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 is hereby increased by TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00) for a not-to-exceed Contract Price of FORTY-EIGHT MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$48,700,000.00).
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 FORTY-EIGHT MILLION SEVEN HUNDRED THOUSAND AND 00/100 Dollars (\$48,700,000.00), 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 utilities work:

- CPS Electric:
  - Network Conduit Infrastructure in Broadway from E. Travis Street to 9<sup>th</sup> Street.
  - Network Conduit Infrastructure in 9<sup>th</sup> Street from Broadway to Alamo Street.
  - Distribution Conduit Infrastructure in Broadway from 10<sup>th</sup> Street to Roy Smith
  - Roadway Light Infrastructure in Broadway from Pecan to Roy Smith
  - 5G Infrastructure
- AT&T Infrastructure Conduit and Manholes in Broadway from E. Travis Street to 12<sup>th</sup> Street

The scope of services and work is defined by CPS Energy and AT&T 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 Amendment 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: 5/20/2020

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney