

EXHIBIT 4

FORM OF CONTRACT AMENDMENT

AMENDMENT No. ____ DESIGN-BUILD SERVICES AGREEMENT

THIS AMENDMENT TO THE ORIGINAL AGREEMENT (“Amendment”) with _____ is made and entered into on this ____ day of _____ 20__ by and between **San Antonio Water System**, a public water utility created pursuant to the provisions of Ordinance No. 75686 of the City of San Antonio, Texas, and Texas Local Government Sections 402.141 et seq., in the State of Texas, hereinafter called “Owner” and _____, a Texas corporation, having its principal place of business located at _____ Texas _____ (“Design-Build Firm”).

RECITALS

WHEREAS, the Owner and Design-Build Firm (“Parties”) entered into an Agreement on the ____ day of _____, 20____, (the "Agreement" or “Contract”) wherein the Owner engaged the Design-Build Firm to provide design and construction services for the Project, the terms and conditions of which are all incorporated by reference herein;

WHEREAS, both Parties agree that all capitalized terms herein shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, commitments and representations contained herein and in the Agreement, it is hereby agreed to amend the Agreement as follows:

I. Amendments.

[USE SECTION 1 BELOW ONLY IF CONTRACT AMENDMENT RELATES TO MODIFICATIONS TO LANGUAGE IN THE CONTRACT.]

1. **Section** _____

The terms of Section _____ of the Agreement are hereby amended to now read as follows: *[SHOW REVISIONS TO CONTRACT LANGUAGE AS INDICATED BELOW IN EXAMPLE TEXT.]*

“The quick ~~brown~~ **red** fox jumps over the lazy ~~dog~~ **pig**.”

[USE SECTION 2 BELOW ONLY IF CONTRACT AMENDMENT RELATES TO THE ESTABLISHMENT OF A FINAL GMP.]

2. **Final Guaranteed Maximum Price.**

- A. In accordance with Article IX, the Parties agree to a Final Guaranteed Maximum Price of _____ for all Services and Work to be performed by the Design-Build Firm (as further described in the Final Control Estimate, Attachment A to this Contract Amendment.
- B. The Parties agree that Substantial Completion for NEOC must occur on or before _____, as set forth in the Project Schedule.
- C. The Parties agree that Final Completion for NEOC must occur on or before _____, as set forth in the Project Schedule.
- D. The Parties agree that Substantial Completion for NESC must occur on or before _____, as set forth in the Project Schedule.
- E. The Parties agree that Final Completion for NESC must occur on or before _____, as set forth in the Project Schedule.

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[USE SECTION 3 BELOW ONLY IF CONTRACT AMENDMENT RELATES TO AN ADJUSTMENT TO the Guaranteed Maximum Price AFTER A FINAL GMP HAS BEEN ESTABLISHED.]

3. **Adjustments to the Guaranteed Maximum Price.** The amount of the Guaranteed Maximum Price, which includes all Design-Build Firm's Fees, is amended in accordance with the schedule below:

DESCRIPTION OF ADJUSTMENTS	AMOUNT	APPROVALS
Guaranteed Maximum Price (based upon the Final GMP)	\$ _____	Accepted:
		By: _____ ____ Design-Build Firm Title:
Net amount of adjustments to Guaranteed Maximum Price by prior Contract Amendments	\$ _____	Date: _____ _____
Adjustment to Final GMP by this Contract Amendment (+/-)	\$ _____	By: _____ Program Manager Title: Date: _____ _____
AMENDED GUARANTEED MAXIMUM PRICE AMOUNT	\$ _____	Approved: By: _____ ____ Owner Title: Date: _____ _____

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[USE SECTION 4 BELOW ONLY IF A CONTRACT AMENDMENT RELATES TO AN ADJUSTMENT TO SCHEDULED DATES OF COMPLETION AFTER A FINAL GMP HAS BEEN ESTABLISHED.]

4. **Adjustments to the Scheduled Dates of Completion.** The Scheduled Dates of Substantial and/or Final Completion shall be adjusted in accordance with the schedule listed below:

DESCRIPTION OF DATE	SUBSTANTIAL COMPLETION	FINAL COMPLETION
Original Scheduled Dates for NEOC	_____	_____
Revised Scheduled Dates for NEOC	_____	_____
Original Scheduled Dates for NESC		
Revised Scheduled Dates for NESC		

II. Special Exceptions.

This Contract Amendment addresses all aspects of the Services and Work added by such Contract Amendment except as approved by Owner below:

- III. Full and Final Satisfaction.** Except as specifically described above or as expressly otherwise stated in the Agreement, Design-Build Firm accepts the terms of this Amendment as full and final satisfaction to all claims, adjustments, and Contract revisions associated with such Amendment, and acknowledges that no further adjustment to the Design-Build Firm’s compensation or time for performance shall be allowed. Design-Build Firm otherwise waives any and all rights to future claims for additional adjustments to such compensation or time for performance and/or revisions to the Contract arising under, associated with, or in any way related to this Contract Amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers and made effective as of the day and year first written above.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE

OWNER:

San Antonio Water System:

By: _____

Name: _____

Title: _____

DESIGN-BUILD FIRM:

_____:

By: _____

Name: _____

Title: _____

ATTACHMENT A TO AMENDMENT
FINAL CONTROL ESTIMATE, DATED

*[THE FINAL CONTROL ESTIMATE IS TO BE USED AS ATTACHMENT “A”
ONLY FOR THE CONTRACT
AMENDMENT USED TO ESTABLISH A FINAL GMP.]*