



**AMENDMENT NO. 1
TO
AGREEMENT FOR CONSTRUCTION MANAGER AT-RISK**

PROJECT: Berry Springs Park Improvements ("Project")

**CONSTRUCTION
MANAGER AT-RISK:** Chasco Constructors, Ltd. LLP ("CMAR")
Charles J. Glace., Jr., President
2801 Old Settlers Blvd
Round Rock, TX 78665

**PLANNER/ LANDSCAPE
ARCHITECT/ ARCHITECT/
ENGINEER:** Halff Associates, Inc. ("A/E")
James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture
9500 Amberglen Bd., Bldg. F, Suite 125
Austin, TX 78729-1102

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AMENDMENT NO. 1 to **Agreement for Construction Manager At-Risk** ("Amendment No. 1) is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Construction Manager At-Risk** ("Agreement") being dated effective **August 22, 2023**, wherein A/E agreed to perform certain construction services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Compensation Schedule** under **Article 4.1.1** of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Article 4.1.1 - Compensation

Article 4.1.1 - Compensation shall be amended and supplanted by the following:

4.1.1

County shall pay CMAR the lump sum amount of **Ten Thousand Dollars (\$ 10,000)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	N/A
Construction Document Review:	40% of Preconstruction Services Fee
GMP Proposal Provided:	40% of Preconstruction Services Fee
Final Comments and GMP Acceptance:	20% of Preconstruction Services Fee

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:
Chasco Constructors Ltd, LLP

By: _____
Signature

Charles King

Printed Name

Vice President and CFO

Title

COUNTY:
Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: January 29, 2024

Date Signed: _____