

**CONTRACT AMENDMENT NO. 1
TO
CONTRACT FOR CONSTRUCTION MANAGER AT
RISK PROJECT DELIVERY
FOR
EXPO CENTER VARIOUS IMPROVEMENTS PROJECT**

This Contract Amendment No. 1 to Contract for Construction Manager at Risk Project Delivery for Expo Center Various Improvements Project ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Chasco Constructors, Ltd., L.L.C. (the "CMAR").

RECITALS

WHEREAS, the County and the CMAR previously executed that certain Contract for Construction Manager at Risk Project Delivery for Expo Center Various Improvements Project (the "Contract"), being dated effective June 9, 2021, wherein CMAR agreed to perform construction manager at risk services in connection with various improvements to the Williamson County Exposition Center ("Project");

WHEREAS, due to negotiations following execution of the Contract, the parties were able to reduce the original CMAR's Fee from \$509,850.00 to \$305,496.00 and it has become necessary to amend Subsection 5.1.1 of the Contract; and

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

AGREEMENT

NOW, THEREFORE, premises considered, the County and the CMAR agree that the Contract is amended and modified as follows:

I. Subsection 5.1.1 – CMAR's Fee shall be amended as follows:

5.1.1 CMAR's Fee:

CMAR's Fee shall be a fixed sum of Three Hundred Five Thousand Four Hundred Ninety-Six Dollars (\$305,496.00), which is comprised of a CMAR's Fee of Eighty-Six Thousand Four Hundred Ninety-One Dollars (\$86,491.00) for Bid Package 1 improvements and a CMAR's Fee of Two Hundred Nineteen Thousand Five Dollars (\$219,005.00) for Bid Package 2 improvements, which include the following:

- .1 CMAR's fees for construction phase services other than for self-performed construction work;
- .2 CMAR Overhead and Profit;
- .3 Rental charges and repair assessments for temporary facilities and rental equipment, and not customarily owned by construction workers that are provided by CMAR at the site and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses

Courier Service, postage, expressage;

.5 Temporary Utilities

Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, record storage;

.6 Taxes, Insurance, and Fees

Worker's compensation insurance, builder's risk insurance, insurance deductibles, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, preconstruction phase services fee, construction phase services fee, overhead and profit;

.7 Construction Management Labor

Payroll tax fringes, construction management labor (except for self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;

.8 General Construction Debris Removal

Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;

.9 Construction Survey Layout

Layout crew and licensed survey layout;

.10 Project Close-out

Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

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

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

and effect.

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

CMAR:

Chasco Constructors, Ltd., L.L.C.

By: 


Printed Name: Charles J. Glace, Jr.

Title: Presicent

Date: December 8, 20 21

COUNTY:

Williamson County, Texas

By: 
Bill Gravell (Dec 14, 2021 16:06 CST)

Printed Name: Bill Gravell

Title: County Judge

Date: Dec 14, 2021, 20