

**CONTRACT AMENDMENT NO. 1
TO
CONTRACT FOR CONSTRUCTION MANAGER AT
RISK PROJECT DELIVERY
FOR
RIVER RANCH COUNTY PARK CLOSEOUT PROJECT**

This Contract Amendment No. 1 to Contract for Construction Manager at Risk Project Delivery for River Ranch County Park Closeout 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 River Ranch County Park Closeout Project (the "Contract"), being dated effective May 24, 2022, wherein CMAR agreed to perform construction manager at risk services in connection with the River Ranch County Park Closeout ("Project");

WHEREAS, roads, drainage systems, building elements and other features were constructed in non-compliance with construction documents by the original construction contractor that was contracted to construct the River Ranch County Park;

WHEREAS, the County obtained design services for the remedy, repair and construction of the Project and provided CMAR with construction documents following execution of the Contract setting out the necessary remedy, repair and construction work for the Project;

WHEREAS, it has now become necessary to amend the CMAR's Fee, which includes general conditions costs, in order for CMAR to fully perform the work described in the construction documents for the Project; 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 One Million One Hundred Seventy-Seven Thousand One Hundred Ninety-Three and No/100 Dollars (\$1,177,193.00), which is comprised of 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.

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: Anthony J. Glace

Title: Vice President

Date: August 15, 2022

COUNTY:

Williamson County, Texas

By: 
Bill Gravell (Aug 24, 2022 15:02 CDT)

Printed Name: Bill Gravell

Title: County Judge

Date: Aug 24, 2022, 20