

**AMENDMENT ONE
TO CONSTRUCTION MANAGER AT RISK
CONSTRUCTION CONTRACT
COST PLUS FEE WITH GUARANTEED MAXIMUM
BETWEEN THE CITY OF BOERNE
AND WATERMAN CONSTRUCTION, LLC**

This FIRST AMENDMENT TO CONSTRUCTION CONTRACT COST PLUS FEE WITH GUARANTEED MAXIMUM, dated effective August 12, 2025 (this "Amendment"), amends that certain Construction Contract Cost Plus Fee with Guaranteed Maximum dated effective January 21, 2025, by and between City of Boerne and Waterman Construction, LLC as amended by the First Amendment to Construction Contract Cost Plus Fee with Guaranteed Maximum dated January 21, 2025 (collectively, the "Contract").

RECITALS

R-1. Contractor agreed to prepare for Owner's review and approval the Guaranteed Maximum Cost ("GMC") as that term is defined in the Contract, together with detailed projections for the Estimated Cost of the Work as therein defined.

R-2. Contractor has submitted for approval by Owner the GMC.

R-3. The parties desire to amend and modify the Contract as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals; Defined Terms. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full. All capitalized terms in this Amendment shall have the same meanings as in the Contract unless expressly provided otherwise herein.

2. Amendments.

(a) The GMC is \$16,500,000, calculated as follows:

a.	Estimated Cost of Work	\$15,505,382
(i)	Cost of Work	\$14,964,002
(ii)	Allowances	\$40,000
(iii)	Design/Construction Contingency	\$501,380
b.	General Conditions	\$384,048
c.	Insurance	\$183,043
d.	Contractor's Fee	\$427,527
a+b+c+d = Guaranteed Maximum Cost		\$16,500,000

The GMC as established in this Amendment supersedes all prior summaries, schedule of values and estimates of construction costs and is subject to modification only for changes in the Work as set forth in subparagraph 2(c), below

- (a) Contractor's assumptions and clarifications to the GMC are as set forth on Exhibit "k" is attached hereto and made a part hereof.
- (b) The Drawings and Specifications are attached to this Amendment by reference according to the listing shown in Exhibit "A" attached hereto and made a part hereof.
- (d) As required in Section I.F., the Progress Schedule is attached as Exhibit "B" attached hereto and made a part hereof. The Substantial Completion Date for the Restroom Facility is August 17, 2026 and for the park improvements is August 17, 2026. Final Completion will be achieved within forty-five (45) days following the latter Substantial Completion Date.
- (e) The Contractor will submit the remaining exhibits outlined in original Construction Contract before execution of Amendment One. The following exhibits are as follows:
 - Exhibit A - DRAWINGS TO BE DETERMINED
 - Exhibit B - SCHEDULE OF SPECIFICATIONS TO BE DETERMINED
 - Exhibit D - INITIAL SCHEDULE OF VALUES TO BE DETERMINED
 - Exhibit E - ALLOWANCES, ALTERNATES, UNIT PRICES & VE OPTIONS TO BE DETERMINED
 - Exhibit F - INITIAL PROJECT SCHEDULE TO BE
 - Exhibit I - CONTRACTORS PERMITTED PARKING AREA TO BE DETERMINED
 - Exhibit J - PROJECT TURNOVER LIST TO BE DETERMINED
 - Exhibit K – CONTRACTORS ASSUMPTIONS AND CLARIFICATIONS TO THE GMC

EXECUTED as of the date first above set forth.

OWNER:

CITY OF BOERNE

By: _____

Ben Thatcher – City Manager

Date: _____

CONTRACTOR:

WATERMAN CONSTRUCTION, LLC

By:  _____

Andrew Waterman - President

Date: 08 AUG 2025