



ADDENDUM NO. 1 TO MUNICIPAL-COUNTY CONTRACT FOR ROAD REPAIR

This **ADDENDUM NO.1 TO MUNICIPAL-COUNTY CONTRACT FOR ROAD REPAIR** is intended to amend a prior written Contract between Parker County, Texas (hereinafter referred to as "**COUNTY**") and the City of Willow Park (hereinafter referred to as "**CITY**") previously executed on behalf of the **COUNTY** on August 28, 2023, and previously executed on behalf of the **CITY** on _____.

I.

In accordance with the attached Contract, both **COUNTY** and **CITY** agree and otherwise covenant with each other as to the following:

For purposes of the **COUNTY** providing road repair assistance to **CITY** :

| <u>Location</u> | <u>Description of Work being Performed</u> | <u>Cost</u> |
|-------------------------------|--|---------------------------|
| Emsley Road Repair | | |
| Reclaim and Stabilizer | | \$32,700.80 |
| Chip Seal | | \$14,827.60 |
| Grade 4 Rock | | \$132,292.25 |
| Equipment & Labor | | <u>\$47,528.40</u> |
| | Total Project Cost | \$227,349.05 |

The assistance to be provided above shall include labor and equipment needed for road repair.

Furthermore, **COUNTY** will deliver all materials and **CITY** will pay Vendors directly for all materials. **CITY** shall reimburse **County** for all labor and equipment.

II.

Any and all work to be performed by **COUNTY** for the benefit of **CITY** for the road repairs enumerated above shall be provided by the County Commissioner of Precinct Four (4) of Parker County, Texas, and his road crew of that precinct.

III.

All other obligations between **COUNTY** and **CITY** not otherwise amended by the Addendum No. 1 shall continue in full force and in effect.

IV.

The County Commissioner of Precinct Four (4) is designated as the agent for the **COUNTY** in regard to the road repair otherwise described in accordance with this Addendum No. 1.

V.

It is agreed between **COUNTY** and **CITY** that in exchange for the work to be performed as described in the enumerated item section I above, **CITY** shall pay to **COUNTY A TOTAL SUM, AND NOT TO EXCEED, TWO HUNDRED TWENTY SEVEN THOUSAND THREE HUNDRED FORTY NINE DOLLARS and 05/100 (\$227,349.05)**. Said payment shall be made in accordance with the original Contract between **COUNTY** and **CITY**.

VI.

It is further understood and agreed by and between **COUNTY** and **CITY** that the execution of same by the current County Judge of Parker County, Texas, and by the current Mayor of the City of Willow Park, Texas, shall constitute an acknowledgment that each contracting party hereto has approved this Addendum No. 1 by proper order, resolution, or ordinance by that respective governing body.

COUNTY OF PARKER

CITY OF WILLOW PARK



County Judge

Authorized City Official

Date: 8.28.23

Date: _____


COMMISSIONER, PRECINCT FOUR

Date: 8/28/23



Attest:



County Clerk, Parker County

Attest:

City Secretary



COUNTY ATTORNEY

By law, the County Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Emsley Rd - Willow Park

1.2 miles long x 22' wide

8/28/2023

| | | | | |
|-----------------|--------------|---|------------|----------------|
| A1 Base | \$12.35 /ton | x | 435 tons | \$5,372.25 |
| P2 Stabilizer | \$2.96 /gal | x | 25000 gal | \$74,000.00 |
| Prime Oil - AEP | \$3.30 /gal | x | 1,200 gal | \$3,960.00 |
| CRS2 Asphalt | \$2.88 /gal | x | 12,000 gal | \$34,560.00 |
| Grade 4 Rock | \$36.00 /ton | x | 400 ton | \$14,400.00 |
| | | | | = \$132,292.25 |

(ESTIMATED MATERIAL TOTAL - MAY VARY)

(PRICES MAY VARY - ABOVE ARE COUNTY PRICES)

Reclaim & Stabilizer - 4 - 10 hr days

| Employee | Per Hr | Equipment | Unit # | Per Hr |
|----------|-------------|--------------------|--------|-----------------|
| Brian R. | \$56.74 /hr | Asphalt Truck | 450 | \$39.34 |
| Carroll | \$57.23 /hr | Reclaimer | 455 | \$214.97 |
| Mark | \$53.51 /hr | Cat Blade | 408 | \$100.61 |
| Lucas | \$50.09 /hr | Roller Pad Foot | 433 | \$29.12 |
| Brent | \$50.09 /hr | Rubber Tire Roller | 438 | \$27.29 |
| Al | \$52.85 /hr | Ford Flatbed | 437 | \$19.87 |
| Tim | \$54.06 /hr | Ford | 439 | \$11.75 |
| | | | | <u>\$442.95</u> |

\$374.57 x 10 = \$3,745.70 \$442.95 x 10 = \$4,429.50

\$3,745.70 + \$4,429.50 = \$8,175.20

\$8,175.20 X 4 DAYS = \$32,700.80

Labor and equipment could vary

2 Course Chip Seal

| Employee | Per Hr | Equipment | Unit # | Per Hr |
|-------------------------------|---------|--------------------|--------|-----------------|
| Mark | \$53.51 | Asphalt Truck | 450 | \$39.34 |
| Alonzo | \$69.46 | Chip Spreader | 418 | \$88.36 |
| Michael | \$53.51 | F350 Ford | 425 | \$16.81 |
| Lucas | \$50.09 | Rubber Tire Roller | 438 | \$27.29 |
| Tim | \$54.06 | Steel wheel roller | 474 | \$155.03 |
| Ritchie | \$52.85 | Rubber Tire Loader | 424 | \$39.35 |
| Gary | \$54.18 | 6 yrd Dump Truck | 435 | \$52.96 |
| George | \$55.91 | 6 yrd Dump Truck | 404 | \$52.96 |
| Wayne | \$52.85 | 6 yrd Dump Truck | 436 | \$52.96 |
| Carroll | \$57.23 | 6 yrd Dump Truck | 458 | \$52.96 |
| Brian R. | \$56.74 | 6 yrd Dump Truck | 460 | \$52.96 |
| Johnny | \$52.85 | 6 yrd Dump Truck | 461 | \$52.96 |
| Al | \$52.85 | F250 Ford Flatbed | 437 | \$19.87 |
| Brent (including trusties) | \$50.09 | 3/4 ton Dodge | 423 | \$12.77 |
| | | | | <u>\$716.58</u> |

\$766.18 x 10 = \$7,661.80 \$716.58 x 10 = \$7,165.80

\$7,661.80 + \$7,165.80 = \$14,827.60

ESTIMATED TOTAL FOR LABOR & EQUIPMENT = \$47,528.40

Labor and equipment could vary