

**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

STATE OF TEXAS §
§
OWNER OF WILLIAMSON §

This Supplemental Agreement No. 1 to Agreement Between Owner and Contractor is executed by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "Owner") and Restek, Inc. (the "Contractor").

WHEREAS, on or about October 17, 2013, Owner and Contractor executed an Agreement Between Owner and Contractor for the construction of structural repairs for the Williamson County Parking Garage (the "Agreement");

WHEREAS, following Contractor's commencement of construction, the parties found that each jumper plate weld that was uncovered was defective;

WHEREAS, it was known that construction defects existed and that repair work to the Williamson County Parking Garage was necessary; however, it was not known until which time the jumper plate welds were uncovered during construction that such unforeseen damage to the Williamson County Parking Garage existed, to wit, all uncovered jumper plate welds were defective;

WHEREAS, it has now become necessary to amend and supplement the Agreement with this Supplemental Agreement No. 1 in order to repair the unforeseen damage to the Williamson County Parking Garage by removing the concrete topping slab, replacing the jumper plate welds and replacing the topping slab at 210 locations within the said Williamson County Parking Garage;

WHEREAS, the Williamson County Commissioners Court, by order, has exempted the purchase and procurement of the above described repairs from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for an item necessary because of unforeseen damage to public property, as set forth under Section 262.024(a)(3) of the Texas Local Government Code.

NOW, THEREFORE, premises considered, Owner and Contractor agree that the Agreement is supplemented and amended as follows:

AGREEMENT

I. SERVICES AND OBLIGATIONS OF CONTRACTOR.

Contractor shall remove the concrete topping slab, replace each defective jumper plate weld and replace the topping slab at 210 locations within the Williamson County Parking Garage.

II. UNIT PRICES AND OVERHEAD COSTS.

Contractor will provide the above described work the sum of the following total unit prices and overhead costs:

	Quantity	Unit Price	Total Price
a. Remove Concrete Topping Slab:	210	\$122.50	\$25,725.00
b. Replace Weld	210	\$202.50	\$42,525.00
c. Replace Concrete Topping Slab	210	\$142.50	\$29,925.00
d. General Overhead Costs			<u>\$ 9,817.50</u>
Total Amount:			\$107,992.50

III. TIME FOR COMPLETION OF CONSTRUCTION WORK.

A. Time for Substantial Completion. The Agreement’s original Contract Time for Substantial Completion of all construction work was 126 calendar days from the date of commencement. The Contract Time for Substantial Completion is increased to 156 calendars from the date of commencement to allow Contractor to perform the Work described in the Agreement as well as the repair work described herein. Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to the Agreement.

B. Time for Final Completion. Final Completion will remain unchanged and will be as set forth in the Agreement. Under no circumstances will the time for Final Completion be exceeded without a written amendment to the Agreement.

IV. Exemption from Bidding Requirements. The Williamson County Commissioners Court, by order, has exempted the purchase and procurement of the above described repairs from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for an item necessary because of unforeseen damage to public property, as set forth under Section 262.024(a)(3) of the Texas Local Government Code. Due to such exemption, the consideration paid to Contractor hereunder shall not be taken into consideration for purposes of the maximum percentage

allowed for contract price increases under Section 262.031(b) of the Texas Local Government Code.

V. Extent of Supplemental Agreement. All other terms of the Agreement and any prior amendments, work authorizations and supplemental agreements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect. To the extent applicable, all terms used in this Supplemental Agreement No. 1 shall have the meanings attributed to them in the Agreement.

VI. Authority. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Supplemental Agreement No. 1 and to perform its obligations under the Agreement and this Supplemental Agreement No. 1 and that obligations and undertakings hereunder are valid, binding and enforceable obligations of such party.

IN WITNESS WHEREOF, Owner and Contractor have executed this Supplemental Agreement No. 1, in triplicate, to be effective as of the date of the last party's execution hereof.

CONTRACTOR:

OWNER:

Restek, Inc.

Williamson County, Texas

Signature

Signature

Printed Name

Printed Name

Title

Title

_____, 20____
Date

_____, 20____
Date