

## **SECOND AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS SECOND AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN OWNER AND CONTRACTOR**, hereinafter “Second Amendment”, is entered into effective as of the date of the last party’s execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter “County”, and **Trimbuilt Construction, Inc.**, hereinafter “Contractor”.

### **RECITALS**

**WHEREAS**, County and Contractor executed that certain agreement entitled Agreement Between Owner and Contractor, hereinafter the “Agreement”, which became effective as of June 27, 2017, for construction of renovations to the Williamson County Texas Avenue Facility [RFP 1704-153 WCCHD Office Renovations];

**WHEREAS**, it has become necessary to amend the Agreement in order to add additional funds to the Owner’s Contingency;

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

### **AGREEMENTS**

1. Section 5.3 of the Agreement shall be amended as follows:

**5.3 Owner’s Construction Contingency.** The following lump sum amount shall serve as the Owner’s Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

**\$250,000.00**

The Owner’s Construction Contingency is controlled solely by the Owner. Expenditures from the Owner’s Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner’s Construction Contingency.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS:**

**TRIMBUILT CONSTRUCTION, INC.:**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_, 20\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_, 20\_\_\_\_  
Date