

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR CONSTRUCTION SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
T3346 – ONSITE SEWAGE FACILITY (OSSF)**

This Amendment No. 1 to Agreement For Construction Services is made pursuant to the terms and conditions of the Williamson County Contract for the construction of an Onsite Sewage Facility (OSSF) at the Bridge Church, 747 CR 138, Hutto, Texas, dated January 19, 2022 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Aurelio Montes DBA Montes Construction (the "Contractor").

WHEREAS, the County and the Contractor executed the Agreement dated effective January 19, 2022 (the “Agreement”);

WHEREAS, pursuant to Article 9.13 of the Agreement, amendments, changes, and modifications to the fully executed Agreement shall be made in the form of an Amendment; and

WHEREAS, it has become necessary to amend, change and modify the Agreement.

**AGREEMENT**

NOW, THEREFORE, the County and the Contractor agree that the Agreement shall be amended, changed and modified as follows:

- I. The original Exhibit “A” - Scope of Work of the Agreement shall be replaced and supplanted by the Exhibit “A” - Scope of Work attached hereto and incorporated herein for all purposes.
- II. Article 2 – Contract Price shall be amended as follows:


**ARTICLE 2 CONTRACT PRICE:** County agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of THIRTY-NINE THOUSAND SEVEN HUNDRED NINETY-FIVE AND 64/100 DOLLARS (\$39,795.64) in accordance with the terms and conditions of this Agreement.

- III. Except as otherwise amended by prior or future Amendments, all other terms of the Agreement are unchanged and will remain in full force and effect. This Amendment does not waive the parties’ responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Contractor have executed this Amendment, to be effective as of the date of the last party's execution below.

**CONTRACTOR:**

Aurelio Montes DBA Montes Construction

By:   
Signature

Aurelio Montes  
Printed Name

Owner  
Title

August 15, 2022  
Date

**COUNTY:**

Williamson County, Texas

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

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

\_\_\_\_\_  
Title

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

LIST OF ATTACHMENTS

Exhibit "A" – Scope of Work

## **EXHIBIT “A”**

### **SCOPE OF WORK**

Contractor shall perform the following:

1. Maintain the existing Onsite Sewage Facility functioning at all times during construction of the new Onsite Sewage Facility;
2. Installation of an Onsite Sewage Facility at Bridge Church, 747 CR 138, Hutto, Texas pursuant to the design, plans and specifications created and issued by Austin Best Septic, as set forth in **Exhibit “B”**;
3. Coordinate the connection of the new Onsite Sewage Facility with the property owner, Bridge Church, in order to minimize any impact to the property owner’s ongoing daily operations;
4. Cut parking lot and haul off concrete and replace with 5" of concrete; and
5. As a part of the construction, perform standard trench repair that includes select bedding material, backfill/flex base and replacing concrete slab and perform saw cut joints at each location the trench crosses existing joints. All trench repairs shall be in accordance with the City of Austin’s Trench Repair in Existing Pavement (UCM Section 5.7.4) (Standard No. 1100S-3A), as set forth in **Exhibit “C”**; provided, however, references made to HMAC Pavement and Tack Coat shall not be applicable to the Project.
6. Perform additional electrical work to connect the Onsite Sewage Facility system to the power service. The proposed connection point was modified to match the existing condition of the building. This will require additional trenching, conduit, and electrical wiring.