

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT TO
WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. 543.25)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO THE SERVICES AND GOODS CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co. Inc.** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective October 24, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the effective date and term due to delays in receiving materials.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" of the Original

Contract shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date shall be on or before January 30, 2026, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

Entire Agreement & Incorporated Documents: This Amendment constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Amendment include the following:

- A. The Original Williamson County Services and Goods Contract, and its Exhibits approved October 24, 2025, incorporated by reference;
 - B. This Amendment.
- I. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- II. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20__

Falkenberg Construction Co. Inc.:



Authorized Signature

John E. Castro

Printed Name

Date: Nov 4, 2025