

FIRST AMENDMENT TO **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS FIRST AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN OWNER AND CONTRACTOR, hereinafter "First 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 "Owner", and **Falkenberg Construction Co., Inc.**, hereinafter "Contractor".

RECITALS

WHEREAS, Owner and Contractor executed that certain agreement entitled Agreement Between Owner and Contractor, hereinafter the "Agreement", which became effective as of May 25, 2017, for the remodel and reconstruction of the Cedar Park Tax Office;

WHEREAS, it has become necessary to amend the Agreement in order to increase the amount of the Owner's Contingency under Section 5.3 of the Agreement;

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

AGREEMENTS

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

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:

\$170,000.00

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 First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First 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 First 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:

By: [Signature]
Signature

DAN A GATTI
Printed Name

County Judge
Title

09-29-, 2017
Date

Falkenberg Construction Co., Inc.:

By: [Signature]
Signature

JOHN F. CASTRO
Printed Name

VICE-PRESIDENT
Title

SEPTEMBER, 2017
Date