

## **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 "County", and STR Constructors, LTD, 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 August 21, 2017 for the construction of the Williamson County Jail Kitchen and Plumbing Remodel (the "Project");

**WHEREAS**, it has become necessary to amend the Agreement in order to increase the Owner's Contingency from \$250,000.00 to \$450,000.00 due to various unforeseen conditions;

**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:

**\$450,000.00**

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: Valerie Covey  
~~Dan A. Gattis, County Judge~~  
Williamson County Presiding Officer  
Feb 21, 2018  
Date

STR CONSTRUCTORS, LTD., acting by  
and through its General Partner, R K  
Company, LLC:

By: [Signature]  
Signature

TOM STANFIELD  
Printed Name

PROJECT MANAGER  
Title

FEB 21, 2018  
Date

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

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

**STR CONSTRUCTORS, LTD., acting by  
and through its General Partner, R K  
Company, LLC:**

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

\_\_\_\_\_  
TOM STANFIELD  
Printed Name

\_\_\_\_\_  
PROJECT MANAGER  
Title

\_\_\_\_\_  
FEB 21, 2018  
Date