

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 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, County and Contractor entered into a First Amendment to Agreement Between Owner and Contractor, effective February 27, 2018, in order to increase the Owner's Contingency from \$250,000.00 to \$450,000.00 due to various unforeseen conditions;

WHEREAS, additional unforeseen conditions have been discovered and it has become necessary to amend the Agreement to increase the Owner's Contingency from \$450,000.00 to \$650,000.00;

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:

\$650,000.00

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:

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

By: Valerie Covey
Signature

Valerie Covey
Printed Name

Presiding Officer
Title

6/12, 2018
Date

By: T.R. Kennedy
Signature

T.R. KENNEDY
Printed Name

PRESIDENT
Title

6-6-2018, 20____
Date

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:

By: _____
Signature

Printed Name

Title

_____, 20____
Date

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

By: _____
Signature

T.R. KENNEDY
Printed Name

PRESIDENT
Title

6-6-2018, 20____
Date