

SECOND AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT TDIndustries, INC.

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 SECOND AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT ("Second 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 TDIndustries, 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 June 5, 2024 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Agreement to modify the Project Completion Date to accommodate supply chain delays.

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

SECOND AMENDMENT

I. Section II. Effective Date and Term of the Agreement shall be amended as follows:

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 service and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the new Project Completion Date is set to be on or before **July 31, 2025**, 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.

II. 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.

III. 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 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:

Bill Gravell Jr.
Bill Gravell (Feb 12, 2025 08:55 CST)

Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: Feb 12, 2025, 20

SERVICE PROVIDER:

TDIndustries, Inc.

Name of Service Provider

DocuSigned by:
Bret Smart
3E370B87B4BD424

Authorized Signature

Bret Smart, Vice President

Printed Name

Date: 1/17/2025, 20