

AMENDMENT NUMBER 1
ITB#24-02 COUNTY CULVERT REPAIRS

This Amendment to the Contract between Brazoria County and MB Western Construction Co. is entered into and effective _____, 2024. Brazoria County and MB Western Construction Co. agree as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Amendment. For the purposes of this Amendment, the words "the Contract" or "the Brazoria County Contract" shall refer to the following:

LIQUIDATED DAMAGES, TERMINATIONS AND DELAYS

If the Contractor shall fail to fully complete the work within the time specified on the Bid Offer Sheet (subject however to extensions of time duly granted in the manner and for the causes specified in the herein) the Contractor shall be charged by Brazoria County as liquidated and ascertained damages the sum of six hundred and ten (\$610.00) dollars for each working day that the work remains incomplete beyond the time herein fixed for the completion, it being hereby expressly and mutually agreed that from the nature of the case it would be impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Contractor should fail to fully complete the work within the time specified, and it being further agreed that said charge herein provided for is reasonable and proper in the premises. The amount so charged may be deducted by Brazoria County from any moneys which might otherwise be or become payable to the Contractor.

3. All other terms and conditions of the Contract and Contract Documents are to remain unchanged.

In witness whereof, the parties hereto have executed this Amendment under their respective hands as of the day and year first above in duplicate copies, each of which shall be deemed an original.

Brazoria County

County Judge

Date

MB Western Construction Co.

By: 

Moises Ayala - Project Manager
Printed or typed name and title

3/18/2024
Date