

**FIRST AMENDMENT TO**  
**GUARANTEED MAXIMUM PRICE AMENDMENT**  
**BETWEEN OWNER AND CONSTRUCTION MANAGER**

**THIS FIRST AMENDMENT TO GUARANTEED MAXIMUM PRICE AMENDMENT**, hereinafter “First Amendment”, is entered into effective as of the date of the last party’s execution hereof, between **Williamson County, Texas** (the “Owner”) and **J.T. Vaughn Construction, LLC** (the “Construction Manager”).

**RECITALS**

**WHEREAS**, Owner and Construction Manager executed that certain Agreement Between Owner and Construction Manager-at-Risk, dated effective December 17, 2015, for the construction of the Williamson County North Campus Facility (the “Project”);

**WHEREAS**, Construction Manager submitted to Owner and Owner accepted a Guaranteed Maximum Price Proposal for the Project, dated effective October 19, 2016, based on Plans and Specifications developed for the Project and dated July 14, 2016 (the “GMP Amendment”);

**WHEREAS**, Owner has opted to obtain, on its own, the Security and Access Control per Specification Sections 27 60 00 and 2764 00 due to an ability to procure same at a lower price;

**WHEREAS**, due to Owner procuring such Security and Access Control, the General Conditions amount in the GMP Amendment must decreased by the amount of \$168,250.00 thereby also reducing the total GMP amount by the amount of \$168,250.00;

**NOW, THEREFORE**, premises considered, Owner and Construction Manager agree that the GMP Amendment is amended as follows:

**ADMENDMENTS**

**1. Paragraph 2** of the GMP Amendment shall be amended as follows:

A not-to-exceed amount for the General Conditions Costs pursuant to the Agreement:  
**\$1,277,568.00.**

**2. Paragraph 7** of the GMP Amendment shall be amended as follows:

TOTAL OF ITEMS 1 THROUGH 6

The total sum of Items 1-6 above is the Guaranteed Maximum Price (GMP) which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational. All attached breakdowns shall total this GMP amount:  
**\$21,362,676.00.**

**3.** 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 GMP Amendment; and, furthermore, the Agreement, GMP Amendment and this First Amendment are the valid, binding and enforceable obligations of such party.

- 4. All other terms of the Agreement, GMP Amendment 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:**

**J.T. Vaughn Construction, LLC:**

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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