

SECOND AMENDMENT TO
GUARANTEED MAXIMUM PRICE AMENDMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS SECOND AMENDMENT TO GUARANTEED MAXIMUM PRICE AMENDMENT, hereinafter “Second Amendment”, is entered into effective as of the date of the last party’s execution hereof, between **Williamson County, Texas** (the “Owner”) and **Chasco Constructors, LTD, L.L.P.** (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 Georgetown Annex (the “Project”);

WHEREAS, Construction Manager submitted to Owner and Owner accepted a Guaranteed Maximum Price Proposal for the Project, dated effective August 21, 2017, based on Plans and Specifications developed for the Project (the “GMP Amendment”);

WHEREAS, Owner previously opted to obtain, on its own, the Security System due to an ability to procure same at a lower price and the total GMP amount in the GMP Amendment was decreased from \$14,919,081.00 to \$14,819,081.00 pursuant to that certain First Amendment to Guaranteed Maximum Price Amendment executed by the Parties to be effective as of May 8, 2018;

WHEREAS, Owner wishes to increase the Owner’s Contingency by an additional \$100,000.00 to provide funding necessary to finish out the Project’s large meeting room;

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

ADMENDMENTS

1. The Owners Contingency shall be increased from its original amount of \$300,000.00 to the amended amount of \$400,000.00. This increase to the Owner’s Contingency will increase the total Guaranteed Maximum Price (GMP), which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational, from the current amount of **\$14,819,081.00** to **\$14,919,081.00**.
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 GMP Amendment; and, furthermore, the Agreement, GMP Amendment and this Second Amendment are the valid, binding and enforceable obligations of such party.
3. 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 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: _____
Dan A. Gattis, County Judge
_____, 20__

Chasco Constructors, LTD, L.L.P.:

By: 
Signature

BILL BAMBRICK
Printed Name

SR. PM
Title

JULY 23, 2018
Date