

# **CONTRACT AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONTACTOR**

This Contract Amendment No. 1 to Agreement Between Owner and Contractor ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "Owner") and J.T. Vaughn Construction, LLC (the "Contractor").

## **RECITALS**

**WHEREAS**, the Owner and the Contractor previously executed that certain Agreement Between Owner and Contractor (the "Contract"), being dated effective December 10, 2019, wherein Contractor agreed to perform construction services in connection with the Williamson County Inner Loop Annex & Radio Shop Building Renovations ("Project");

**WHEREAS**, the Owner would like to increase the "Owner's Construction Contingency" under Section 5.3 of the Contract from the original amount of \$190,000.00 to the increased amount of \$340,000.00; and

**WHEREAS**, it has become necessary to modify and amend the Contract in accordance with the provisions thereof.

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the Owner and the Contractor agree that the Contract is amended and modified as follows:

### **I. Section 5.3 – Owner's Construction Contingency shall be amended as follows:**

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:

**\$340,000.00**

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Sum set out in 5.1 above. 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.

**II. Terms of Contract Control and Extent of Amendment No. 1**

All other terms of the Contract and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**III. IN WITNESS WHEREOF, the Owner and the Contractor have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

**CONTRACTOR:**

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

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

Printed Name: J. Thomas Vaughn

Title: CEO

Date: June 11, \_\_\_\_\_, 2020

**OWNER:**

**Williamson County, Texas**

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

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

Title: \_\_\_\_\_

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