GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

Pursuant to the terms of the Agreement Between Owner and Constructions Manager-at-Risk by and between <u>Williamson County</u>, <u>Texas</u> (the "Owner") and <u>J.T. Vaughn Construction</u>, <u>LLC</u> (the "Construction Manager"), dated effective May 9, 2011 (the "Agreement"), Construction Manager hereby submits to Owner the following Guaranteed Maximum Price Proposal(GMP) for the <u>Williamson County Emergency Services Operations Center</u>, (the "Project", as defined in the Agreement), based on Plans and Specifications developed for the Project and dated July 29, 2011., as follows:

- 1. A not-to-exceed amount for the Cost of the Work pursuant to the Agreement: (\$10,801,524) (In Numerals)
- 2. A not-to-exceed amount for the General Conditions Costs pursuant to the Agreement: (\$682,947)
 (In Numerals)
- 3. A not-to-exceed amount for the Construction Manager's Contingency pursuant to the Agreement: (\$492,568)
 (In Numerals)
- 4. A not-to-exceed amount for the Owner's Special Allowance pursuant to the Agreement: (See Cost of Work Breakdown ** Owner's Betterment)

 (In Numerals)
- 5. A lump sum amount for Contractor's Construction Phase Fee, pursuant to the Agreement is: (\$320,169)
 (In Numerals)

6. TOTAL OF ITEMS 1 THROUGH 5

This amountThe total sum of Items 1-5 above is the Guaranteed Maximum Price (GMP) which the ContractorConstruction Manager hereby guarantees to the Owner for constructing the Williamson County Emergency Services Operations Center (Wilco ESOC), Williamson County, Georgetown, Texas, Project No. 446431 complete in place and operational. All attached breakdowns shall total this GMP amount:

(\$12,297,208) (In Numerals)

7. CONSTRUCTION TIME:

The undersignedConstruction Manager agrees to complete all Work in the following number of calendar days from the Notice to Proceed:

(410 calendar days)

(In Numerals)

This GMP Proposal will not be withdrawn for a period of ninety (90) days from the date of receipt of this offer by the Owner.

The Construction Manager further agrees to pay, as Liquidated Damages, to Owner the sum of One Thousand dollars (\$1,000.00) per calendar day for failure to complete the work within the contracted time in accordance with the Agreement.

All terms and conditions of the Agreement are hereby adopted and incorporated into this GMP Proposal. Any exceptions to or modifications of the terms and conditions of the Agreement shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by the Owner. Otherwise, proposed revisions or modifications to the language, terms or conditions of the Agreement will not be accepted.

BY SIGNING BELOW, Construction Manager and Owner have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CONSTRUCTION MANAGER:	OWNER: WILLIAMSON COUNTY, TEXAS
J.T. VAUGHN CONSTRUCTION, LLC	
Federal Tax I.D. No. 26-3561928 By: (Signature)	By Dan A Gattis Williamson County Judge Date $2z$, 20//
J. Thomas Vaughn, CEO (Print or Type Name)	, , , , , , , , , , , , , , , , , , , ,
Title/Representative Capacity: J. Thomas Vaughn, CEO Date	
Name(s) of individual(s), sole proprietors, partner(s), shareholder(s) or owner(s) with an ownership interest of at least 25% of the business entity executing this GMP Proposal.	
Name: W/A	
Name:	
Name:	