

**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 March 2, 2017, for the construction of the Williamson County Regional Animal Shelter Expansion Project (the “Project”);

**WHEREAS**, Construction Manager submitted to Owner and Owner accepted a Guaranteed Maximum Price Proposal for the Project, dated effective December 15, 2017, based on Plans and Specifications developed for the Project (the “GMP Amendment”);

**WHEREAS**, due to constructability issues that were discovered following Owner’s acceptance of the GMP Amendment and during the initial design phase of the Project, the H-Infill kennel area was found to be an impractical solution for the original Project plans of adding kennel space and the Project’s design team had to find an alternative plan of renovating the existing exterior kennels (the “Exterior Kennel Renovations”) to move the project closer to the original goal of additional kennel capacity;

**WHEREAS**, the Project’s design team has designed the alternative plan of Exterior Kennel Renovations and, to move the Project closer to the original plans of additional kennel capacity, Owner desires to construct the Exterior Kennel Renovations on the Project and Construction Manager has agreed to construct such renovations;

**WHEREAS**, the Williamson County Regional Animal Shelter has collected donations that will be used to fund the additional \$288,000.00 that is needed to construct the Exterior Kennel Renovations;

**WHEREAS**, the total GMP amount in the GMP Amendment must be increased by the amount of \$288,000.00 to provide for Exterior Kennel Renovations;

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

**AMENDMENTS**

1. The total Guaranteed Maximum Price (GMP) which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational, which

includes Exterior Kennel Renovations, shall be increased from \$9,499,295.00 to \$9,787,295.00.

2. The date for achieving Substantial Completion for the Project shall be increased from 407 calendar days to 662 calendar days.
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:

By: Bill Gravel  
Bill Gravel, Jr., County Judge  
August 6, 2019

J.T. Vaughn Construction, LLC:

By: [Signature]

Signature

Printed Name

J. Thomas Vaughn, CEO

Title

July 27, 2019  
Date

includes Exterior Kennel Renovations, shall be increased from **\$9,499,295.00** to **\$9,787,295.00**.

2. The date for achieving Substantial Completion for the Project shall be increased from **407 calendar days** to **662 calendar days**.
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:**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

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

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

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

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

J. Thomas Vaughn, CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

July 27, 2019