

TFC Contract No. 19-013-000
J. T. Vaughn Construction, LLC
RFQ No. 303-8-02099
Amendment No. 2
Project No. 15-003-0405

**AMENDMENT NO. 2
TO THE
CONSTRUCTION MANAGER-AT-RISK CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
J. T. VAUGHN CONSTRUCTION, LLC**

This Amendment No. 2 to the Construction Manager-At-Risk Contract (hereinafter referred to as “Amendment No. 2”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in *2015 Uniform General Conditions*, Section 1.28) and J. T. Vaughn Construction, LLC, a Texas Limited Liability Company located at 6604 North Lamar Boulevard, Austin, Texas 78752 (hereinafter referred to as “Construction Manager-At-Risk” or “CMR”) (hereinafter referred to collectively at the “Parties”), enter into the following *Amendment No. 2 to the Construction Manager-At-Risk Contract between the Texas Facilities Commission and J. T. Vaughn Construction, LLC* (hereinafter referred to as the “Amendment No. 2”), as amended.

RECITALS

WHEREAS, on October 19, 2018, the parties entered into that one certain *Construction Manager-at-Risk Contract Between the Texas Facilities Commission and J. T. Vaughn Construction, LLC*, (hereinafter referred to as the “Contract”); and

WHEREAS, on October 08, 2019, the Parties executed Amendment No. 1 in order to extend the Term of the Contract, and to add statutorily required clauses; and

WHEREAS, in keeping with Contract Sections 2.1.4, TFC Approvals, and 12.29, Entire Agreement and Modification, the Parties desire to enter into this Amendment No. 2 to provide for additional funding by increasing the Contract Sum and TFC Controlled Contingency for the purpose of completing GMP No.2; and

NOW THEREFORE, the Parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Contract.

2. The Parties agree to modify ARTICLE IV – CONSIDERATION, Section 4.2, Contract Sum-Components, to reflect the addition of One Hundred Fifty-Four Thousand Seven Hundred Ninety-Seven and No/100 Dollars (\$154,797.00) to TFC Controlled Contingency, thus increasing the total Contract amount from One Million Six Hundred Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$1,687,500.00) to a new total not to exceed amount of One Million Eight Hundred Forty-Two Thousand Two Hundred Ninety-Seven and No/100 Dollars

TFC Contract No. 19-013-000
J. T. Vaughn Construction, LLC
RFQ No. 303-8-02099
Amendment No. 2
Project No. 15-003-0405

(\$1,842,297.00) reflecting the additional funding. Section 4.2 is deleted in its entirety and replaced with Section 4.2, as follows:

“4.2. Contract Sum—Components. Upon execution of a GMP Acceptance, the Contract Sum shall not exceed One Million Eight Hundred Forty-Two Thousand Two Hundred Ninety-Seven and No/100 Dollars (\$1,842,297.00), which is the sum of the following components.

4.2.1. Pre-Construction Management Fee. The Pre-Construction Management Fee which shall not exceed the sum of Twenty Thousand Eighty-Four and No/100 Dollars (\$20,084.00).

4.2.2. Construction Management Fee. The Construction Management Fee not to exceed three and one-half percent (3.5%) of the Cost of Work, or Forty-Seven Thousand Two Hundred Fifty and No/100 Dollars (\$47,250.00), which sum will be finalized as part of the Contract Sum in the GMP Acceptance.

4.2.3. General Conditions Fee. The General Conditions Fee not to exceed One Hundred Seventy-One Thousand and No/100 Dollars (\$171,000.00), which sum will be finalized as part of the Contract Sum in the GMP Acceptance.

4.2.4. Cost of Work. The Cost of Work will be adjusted and finalized as part of the Contract Sum in the GMP. The budget for the Cost of Work shall not exceed One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00).

4.2.5. TFC Controlled Contingency. The TFC Controlled Contingency of Two Hundred Fifty-Three Thousand Nine Hundred Sixty-Three and No/100 Dollars (\$253,963.00), which sum shall be maintained through construction, and included in the Contract Sum and finalized in the GMP Acceptance.

4.2.6. Unused Contingencies. Any unused portion of the CMR Contingency and the TFC Controlled Contingency shall be returned to TFC at the completion of the Project through a credit Change Order to the Contract Sum.”

[This Space Intentionally Left Blank]

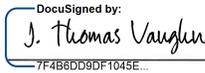
TFC Contract No. 19-013-000
J. T. Vaughn Construction, LLC
RFQ No. 303-8-02099
Amendment No. 2
Project No. 15-003-0405

3. Except as expressly amended above, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to be effective as the date of the last party to sign.

TEXAS FACILITIES COMMISSION J. T. VAUGHN CONSTRUCTION, LLC

By:  _____
B1C9FC0A8020417...

By:  _____
7F4B8DD9DF1045E...

Mike Novak

J. Thomas Vaughn

Executive Director

CEO

Date of Execution: 01/16/2020 | 3:24 PM CST

Date of Execution: 01/16/2020 | 2:59 PM CST

GC 

Dir 

DED 