

**AMENDMENT NO. 2
TO THE
CONSTRUCTION SERVICES CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
J. T. VAUGHN CONSTRUCTION, LLC**

This Amendment No. 2 to the Construction Services Contract (hereinafter referred to as “Amendment No. 2”) is entered into by and between the Texas Facilities Commission, a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”), as Owner (as defined in *2015 Uniform General Conditions*, Section 1.28) and J. T. Vaughn Construction, LLC located at 10355 Westpark Drive, Houston, Texas 77042, (hereinafter referred to as “Contractor”), to amend the original Construction Services Contract dated September 8, 2016, (hereinafter referred to as the “Contract”) pursuant Tex. Gov’t Code Ann. §§2166.2525 and §2267.151 (West 2016), to be effective as of the Effective Date (as defined in Contract Section 1.1.20).

RECITALS

WHEREAS, on September 8, 2016, the parties entered into that one certain *Construction Services Contract By and Between the Texas Facilities Commission and J. T. Vaughn Construction, LLC*, (hereinafter referred to as the “Contract”); and

WHEREAS, on July 31, 2017, the parties executed Amendment No. 1 to provide for Additional Services and Fees; and

WHEREAS, in keeping with Contract Section 2.1.4, TFC Approvals, the parties desire to amend the Contract to provide for the Additional Services and Fees necessary for the proposal and acceptance of Guaranteed Maximum Price Amendment 1, and to extend the Contract Term and, in accordance with Contract Section 7.1.1.2 addressing TFC’s unilateral reservation of rights with respect to compliance with Laws and Regulations, to incorporate Texas Government Code § 2270.002;

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 II –SCOPE OF SERVICES, to include the additional Work required to correct deferred maintenance deficiencies for mechanical systems repair and replacement to be addressed in accordance with Section 1.1.55, Statement of GMP, and which shall be finalized as part of the Contract Sum in the GMP Acceptance.

3. The parties hereby agree to amend ARTICLE III – TERM, SUSPENSION, AND TERMINATION, SECTION 3.1 – CONTRACT TERM, by deleting the section in its entirety and replacing it as follows:

“3.1. Contract Term. This Contract shall be effective as of the Effective Date and shall terminate on August 31, 2020, unless extended by the parties by amendment to this Contract or terminated earlier, as provided below.”

4. The parties agree to modify ARTICLE IV – CONSIDERATION, Section 4.2, Contract Sum-Components, to reflect additional compensation to the Contractor for services to be provided under this Amendment No. 2 in the amount of Two Million Nine Hundred Forty-Two Thousand Two Hundred Fifty-Four and No/100 Dollars (\$2,942,254.00), thus increasing the total amount from Thirteen Million Five Hundred Twenty-Two Thousand and No/100 dollars (\$13,522,000.00), to a total not to exceed amount of Sixteen Million Four Hundred Sixty-Four Thousand Two Hundred Fifty-Four and No/100 Dollars (\$16,464,254.00)

5. TFC hereby modifies ARTICLE VII – WARRANTIES AND REPRESENTATIONS BY CMR, by adding Section 7.1.16, as follows:

“7.1.16. Prohibition Against Boycotting Israel. In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.”

5. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

TEXAS FACILITIES COMMISSION

J. T. VAUGHN CONSTRUCTION, LLC

By: HSRH

By: [Signature]

John S. Raff

Print Name: J.T. VAUGHN

Interim Executive Director

Title: CEO

Date of Execution: 2-6-18

Date of Execution: 3-2-18

G.C. NRG

Dir. YMR

D.E.D. [Signature]