

**AMENDMENT NO. 1
TO
CONSTRUCTION MANAGER-AT-RISK CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
MORGANTI TEXAS, INC.**

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 UGC Section 1.28) and Morganti Texas, Inc., a Texas corporation (hereinafter referred to as "CMR"), located at 350 North Sam Houston Parkway East, Suite 121, Houston, Texas 77060 (hereinafter referred to collectively as the "Parties"), enter into the following *Amendment No. 1 to the Construction Manager-at-Risk Contract between the Texas Facilities Commission and Morganti Texas, Inc.* (hereinafter referred to as the "Amendment No. 1").

WHEREAS, on December 28, 2016, the parties entered into that one certain *Construction Manager-at-Risk Contract Between the Texas Facilities Commission and Morganti Texas, Inc.* (hereinafter referred to as the "Contract"); and

WHEREAS, subject to Contract Section 2.1.4, TFC Approvals, the parties desire to enter into this Amendment No. 1 in order to extend the Term of the Contract and to provide for funding of additional required Construction Management Services; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted House Bill 89 effective September 1, 2017, relating to prohibiting contracts with companies boycotting Israel; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects these prohibitions;

NOW, THEREFORE, the parties agree to amend the Contract, as amended, as follows:

1. 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 with Section 3.1, Contract Term, as follows:

“3.1. Contract Term. This Contract shall be effective as of the Effective Date and shall terminate on December 31, 2019, unless extended by the parties by amendment to this Contract or terminated earlier, as provided below.”

2. The parties hereby agree to amend ARTICLE IV – CONSIDERATION, SECTION 4.2, Contract Sum-Components, by reflecting an increase in TFC Controlled Contingency of One Hundred Thousand and No/100 Dollars (\$100,000.00), so that Section 4.2 reads in its entirety, as follows:

“4.2. Contract Sum-Components. Upon execution of a GMP Acceptance, the Contract Sum shall not exceed Three Million Five Hundred Eighty-One Thousand Two Hundred Thirty and No/100 Dollars (\$3,581,230.00) which is the sum of the components indicated in sections 4.2.1 through 4.2.6, and contains a line item for unforeseen changes to the Project, as more particularly set forth in Architect’s Proposed Change Order Forms A and C, both dated October 17, 2018, attached hereto and incorporated herein for all purposes as “Exhibit A-1.”

3. The parties hereby agree to further amend ARTICLE IV – CONSIDERATION, Section 4.2.5, TFC Controlled Contingency, so that it reads in its entirety, as follows:

“4.2.5. TFC Controlled Contingency. The TFC Controlled Contingency of Nine Hundred Seventy-Five Thousand Eight Hundred and No/100 Dollars (\$975,800.00), which sum shall be maintained through construction, and included in the Control Sum and finalized in the GMP Acceptance.”

4. The parties hereby agree to amend ARTICLE VII – WARRANTIES AND REPRESENTATIONS BY CMR, by adding Sections 7.1.6 and 7.1.6, as follows:

“7.1.6. 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.”

“7.1.7. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.”

[This Space Intentionally Left Blank]

5. 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 of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

By: 

Mike Novak

Executive Director

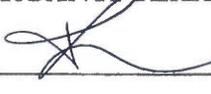
Date of execution: 11-20-18

G.C. NRG

Dir. mt

D.E.D. m

MORGANTI TEXAS, INC.

By: 

Print Name: Paul Kummer

Print Title: Director of Operations

Date of execution: 11/12/2018

EXHIBIT A-1

**ARCHITECT'S PROPOSED CHANGE ORDER FORMS A AND C DATED
OCTOBER 17, 2018**



TFC Contract No. 17-034-000
 Morganti Texas, Inc.
 Amendment No. 1
 Exhibit A-1

<h1 style="margin: 0;">ARCHITECT'S</h1> <h2 style="margin: 0;">Proposed Change Order Form</h2>	A
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TO: Contractor

Please prepare a CONTRACTOR'S PROPOSED CHANGE ORDER FORM B on the following proposed change: (Additional sealed documents necessary to completely describe the change identified below are attached.)

16-013-6077

 TFC PROJECT NO.

PCO 30

 PROPOSED CHANGE ORDER NO.

10/17/2018

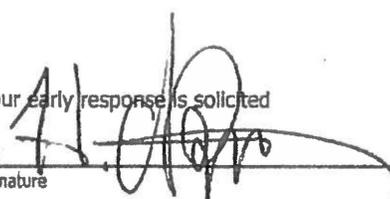
 DATE

Due to some unforeseen changes at the site, the electrical service to the buildings can not be supplied through overhead lines. Underground services is therefore needed to supply the buildings. The cost will be for additional work by both the power company (Centerpoint) and the contractor (Morganti) to bore under existing concrete drive way lanes and run power underground to the buildings.

This Proposed Change Order was initiated

by DPS, TFC

Your early response is solicited

by 

 Signature

 Architect / Engineer

ROUTING INFORMATION

1. Architect / Engineer prepare Proposed Change Order (PCO) in Impact and assign PCO number. Prepare and upload form "A", along with any attachments and transmit to Contractor via Impact.

2. Contractor prepare Form "B." Respond to PCO in Impact, upload Form "B" and transmit to Architect / Engineer.

3. Architect / Engineer review Form "B" and prepare Form "C". Upload Form "C" and transmit to TFC via Impact.

4. TFC staff review all documents, fill in amounts on CHANGE ORDER form, assign CHANGE ORDER NUMBER, and endorse. Transmit to Using Agency via email/Impact.

5. Using Agency review all documents and endorse CHANGE ORDER form. Transmit to TFC via Impact.

6. TFC final Approval. Transmit copies of all documents to all parties via Impact.



TFC Contract No. 17-034-000
 Morganti Texas, Inc.
 Amendment No. 1
 Exhibit A-1

<h1>ARCHITECT'S</h1> <h2>Proposed Change Order Form</h2>	C
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TO: Texas Facilities Commission

AND: Jason Nezamabadi
 PM/ODR

16-013-6077
 TFC PROJECT

The Proposed Change Order Documents are presented for your consideration and approval. The Contractor's Form "B" has been reviewed and it is recommended for approval by the undersigned. Acceptance of this change is recommended for the following REASON and JUSTIFICATION.

PCO 30
 PROPOSED CHANGE ORDER NO.

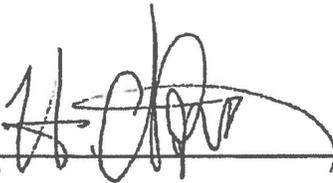
10/17/2018
 DATE

REASON: The work is needed to bring electrical service to the buildings.

JUSTIFICATION: Due to the level of work needed to take place to implement the PCO, cost is justified.

Respectfully submitted

by



 Signature

 Architect / Engineer