

**AMENDMENT NO. 1
TO THE
CONSTRUCTION MANAGER-AT-RISK CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
SWINERTON BUILDERS**

This Amendment No. 1 to the Construction Manager-at-Risk Contract (hereinafter referred to as “Amendment No. 1”) 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 Swinerton Builders, located at 5705 Southwest Parkway, Building One, Suite 200, Austin, Texas 78735, (hereinafter referred to as “CMR”), to amend the original construction manager-at-risk contract dated May 16, 2016, (hereinafter referred to as the “Contract”) pursuant Tex. Gov’t Code Ann. §§2166.2525 and §2267.151, to be effective as of the Effective Date (as defined below).

RECITALS

WHEREAS, on May 16, 2016, the parties entered into that one certain *Construction Services Contract By and Between the Texas Facilities Commission and Swinerton Builders* (hereinafter referred to as the “Contract”); and

WHEREAS, in keeping with Contract Section 2.1.4, TFC APPROVALS, the parties desire to amend the Contract to provide for additional services and to increase to the Contract Sum as more particularly described below;

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 the second sentence of the Contract Caption, so that it reads in its entirety as follows:

“Construction Management Services as defined in Article II, and is generally described as: (i) preconstruction services including constructability reviews, cost estimating, developing priorities for adjusting scope(s) of work to available funding; (ii) bidding, including solicitation of subcontractor services; and (iii) construction and construction management, warranty management, and project closeout at the John H. Winters Building located at 701 East 51st Street, Austin, Texas (hereinafter referred to as the “Project”).”

3. The parties agree to modify ARTICLE II – SCOPE OF SERVICES, SECTION 2.1.1 – PRE-CONSTRUCTION PHASE, to include provision of mock-up construction services to address water infiltration issues at exterior joint and window locations in five (5) corner offices and interior office

repairs of window sills and interior walls at four (4) corner offices, as more particularly addressed in "Exhibit A-1," Contractor's Proposed Change Order Forms A, B and C, and CMR's Price Proposal, attached hereto and incorporated herein for all purposes. Services under this Amendment No. 1 shall be completed by no later than December 31, 2017, unless extended by the parties by amendment to this Contract.

4. The parties agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.2 - CONTRACT SUM-COMPONENTS, by reflecting additional compensation to the Contractor for services provided under this Amendment No. 1 in the amount of One Hundred Thirty One Thousand Seven Hundred Seven and No/100 Dollars (\$131,707.00), thus increasing the total amount of the Contract from Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00), to a total not to exceed amount of Two Million Nine Hundred Thirty One Thousand Seven Hundred Seven and No/100 Dollars (\$2,931,707.00).

5. The parties agree to further modify ARTICLE IV – CONSIDERATION, SECTION 4.2.5 – TFC CONTROLLED CONTINGENCY, by reflecting additional TFC Controlled Contingency in the amount of One Hundred Thirty One Thousand Seven Hundred Seven and No/100 Dollars (\$131,707.00), thus increasing the total amount from Forty Four Thousand Two Hundred Fifty and No/100 Dollars (\$44,250.00), to a total not to exceed amount of One Hundred Seventy Five Thousand Nine Hundred Fifty Seven and No/100 Dollars (\$175,957.00).

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

TEXAS FACILITIES COMMISSION

SWINERTON BUILDERS

By: 

By: 

Harvey Hilderbran

Print Name: Bret Hall

Executive Director

Title: Division Manager

Date of Execution: 3-27-17

Date of Execution: 1-31-2017

G.C.

Dir. mk

D.E.D. m

TFC Contract No. 16-100-001
Project Nos. 12-016-6413, 15-025-4115
RFQ No. 303-6-00972

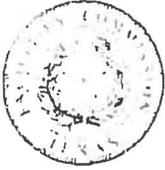
TFC CONTRACT NO. 16-100-000

AMENDMENT NO. 1

EXHIBIT A-1

CONTRACTOR'S PROPOSED CHANGE ORDER FORMS A, B AND C

AND CMR'S PRICE PROPOSAL



<h1>ARCHITECT'S</h1> <h2>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.)

15-025-4115 + 12-016-6A13
TFC PROJECT NO.

PCO 1
PROPOSED CHANGE ORDER NO.

3-Jan-17
DATE

Pre-construction office window mock up and interior work scope as outlined in AE drawings dated 10/20/2016.

This Proposed Change Order was initiated

by _____

Your early response is solicited

by _____
Signature

CASABELLA ARCHITECTS - JAIME PALOMO, AIA
Architect / Engineer

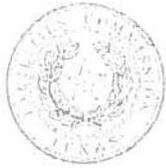
ROUTING INFORMATION

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.



CONTRACTOR'S Proposed Change Order Form	B
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TO: Architect / Engineer

The following is a detailed cost breakdown, including both materials and labor for all additions to and/or deductions from the contract sum if the change described on form A is accepted. (Additional data necessary to support itemized figures is attached and identified below.)

15-025-4115 + 12-016-64B
TFC PROJECT NO.

PCO 1
PROPOSED CHANGE ORDER NO.

3-Jan
DATE

Pre-construction office window mock up and interior work scope as outlined in AE drawings dated 10/20/2016.

This work is considered a separate sequence from the actual construction phase of this project.

Total **Addition** / Deduction (circle one) to CONTRACT SUM if accepted: \$ \$131,707.00

Request is made for addition of zero (0) CALENDAR DAYS to the contract period.

The above proposal is submitted for your consideration. The undersigned contractor understands and agrees that this proposal is validated only by the approved CHANGE ORDER attached hereto


 Authorized Signature

Bret Hall, Division Manager

Swinerton Builders
 Name of Contracting Firm



ARCHITECT'S Proposed Change Order Form	C
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TO: Texas Facilities Commission

AND: Mark Díaz
PM/ODR

15-025-4115 + 12-06-643
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 1
PROPOSED CHANGE ORDER NO.

3-Jan-17
DATE

REASON: Pre-construction office window mock up and interior work scope as outlined in AE drawings dated 10/20/2016.

JUSTIFICATION:

Work required to correct water intrusion conditions at south-east corner offices (East Tower)

Respectfully submitted

by

Signature

CASA BELLA ARCHITECTS - JAIME PALOMO, AIA
Architect / Engineer



Swinerton Builders
 Texas Division
 805 Las Cimas Parkway, #130
 Austin, TX 78746
 512.327.5599 T
 877.349.0557 F

TFC John H. Winter's Water Remediation PO
 701 W. 51st Street
 Austin TX, 78751
 11.16.16
 Version: 03

Spec. Section	Description	Total
01 00 00	General Requirements	\$8,695.00
02 00 00	Demolition	\$1,284.00
03 00 00	Concrete (Repair Allowance)	\$2,500.00
07 10 00	Waterproofing and Sealants	\$36,444.00
07 50 00	Membrane Roofing (Allowance)	\$2,500.00
32 90 00	Landscape & Irrigation (Repair Allowance)	\$1,500.00
00 00 00	Water Testing Quality Control	\$5,900.00
1 00 00	Alternate No. 2	\$31,680.00
	General Conditions	33,067.80
Subtotal		123,570.80
Permitting Fees		Not Included
Subguard		1,124.78
Payment & Performance Bond		665.09
Subtotal		125,360.64
Fee and Overhead		5,297.13
Insurances		1,048.83
Subtotal		131,706.62
Sales Tax		Tax Exempt
Project Total Amount		131,707

Add Alternates Do NOT include extended General Conditions

Alternate No. 1: Unit Cost to Repair One Office (demo, drywall, sill, painting)	7,920.00
Alternate No. 2: Unit Cost to Repair Four Remaining Offices (demo, drywall, sill, painting)	31,680.00
Alternate No. 3: Deduct Powerwashing	4,235.00
Alternate No. 4: Wet Seal at Glazing	included in base