

**CONSTRUCTION MANAGER-AT-RISK CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND**

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GUARANTEED MAXIMUM PRICE AMENDMENT

This Guaranteed Maximum Price Amendment (“Amendment”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Blvd., Austin, Texas 78701, and Balfour Beatty Construction, LLC, a Delaware limited liability company (hereinafter referred to as “CMR”), located at 2424 South Lamar, Austin, Texas 78704. This Amendment amends that one certain Construction Manager- at-Risk Contract between TFC and CMR, dated [INSERT DATE] (the “Contract”).

Recitals:

WHEREAS, unless clearly provided otherwise herein, all terms and phrases used herein shall have the same meaning as the terms and phrases used in the Contract; and

WHEREAS, Paragraph 2.2.1.4 of the Contract contemplates the delivery of a Guaranteed Maximum Price proposal to TFC; and

WHEREAS, Subparagraph 2.2.1.4.3 of the Contract requires that said proposal contain certain representations and documentation; and

WHEREAS, Subparagraph 2.2.1.4.6 of the Contract provides that in the event TFC timely accepts the Guaranteed Maximum Price Proposal, this Amendment shall be executed; and

WHEREAS, CMR has delivered a Guaranteed Maximum Price Proposal to TFC; and

WHEREAS, TFC desires to accept the Guaranteed Maximum Price Proposal, subject to any amendments or revisions as set forth below.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:

1. TFC hereby accepts the Guaranteed Maximum Price Proposal submitted by CMR, dated [INSERT], a true and complete copy of which is attached hereto and incorporated herein by reference, marked as Exhibit “A”.

2. Pursuant to the terms of the Contract, the Project (or the specific phase identified therein and to which this Amendment applies) will be Substantially Complete within [INSERT Days](XX) calendar days after issuance of the Notice to Proceed With Construction. In the event this Amendment applies to a phase of the Project, the entire Project must nevertheless be Substantially Complete with [INSERT DAYS] (XX) calendar days after issuance of the first Notice to Proceed With Construction.

3. Pursuant to the terms of the Contract, the Contract Documents are hereby deemed to include Exhibit G (Drawings), Exhibit H (Specifications), Exhibit I (C&A), Exhibit J (Statement of Guaranteed Maximum Price), and Exhibit K (Statement of Date of Substantial Completion).

4. All other terms and conditions of the Contract shall remain in full force and effect, and are hereby ratified and affirmed.

EFFECTIVE the _____ day of _____, 20__.

TEXAS FACILITIES COMMISSION
CONSTRUCTION, LLC

J.T. VAUGHN CONSTRUCTION, LLC

By:

By:

Terry Keel, Executive Director

Michael Vaughn, President

Date of Execution: _____

Date of Execution: _____

G.C. _____

Dir. _____

D.E.D. _____

EXHIBIT "A"

PROPOSAL

DRAFT