

TEMPLETON

C O N S T R U C T I O N

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S I N C E 1 9 2 7

**AMENDMENT NO.2 TO AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

Pursuant to Paragraph 2.2 of the Agreement, dated Jan. 10, 2010 between **Tom Green County, Texas (Owner)** and **Templeton Construction Co. (Construction Manager)**, for the Tom Green County Courthouse Repairs and Upgrades (*the Project*), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I

GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the **TOM GREEN COUNTY COURTHOUSE REPAIRS AND UPGRADES PHASE 11**, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is **FOUR HUNDRED EIGHTY TWO THOUSAND, EIGHT HUNDRED THIRTY -SIX DOLLARS (\$ 482,836.00).**

This Price is for the performance of the Work for **PHASE 11 PROPOSAL PACKAGES (see CMAR-3)** in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

- Exhibit A Drawings, Specifications, Addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, dated August 31, 2012.
- Exhibit B Allowance Items dated October 9, 2012
- Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price dated October 9, 2012
- Exhibit D Completion Schedule dated October 9, 2012
- Exhibit E Alternate prices dated October 9, 2012
- Exhibit F Cost Breakdown dated October 9, 2012

ARTICLE II

CONTRACT TIME

The date of Substantial Completion established by this Amendment is: (See Exhibit D)

OWNER:

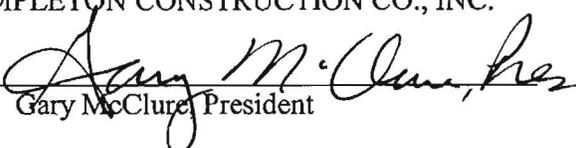
TOM GREEN COUNTY, TEXAS

By: 
The Honorable Michael D. Brown
Tom Green County Judge, in his official
capacity and not individually

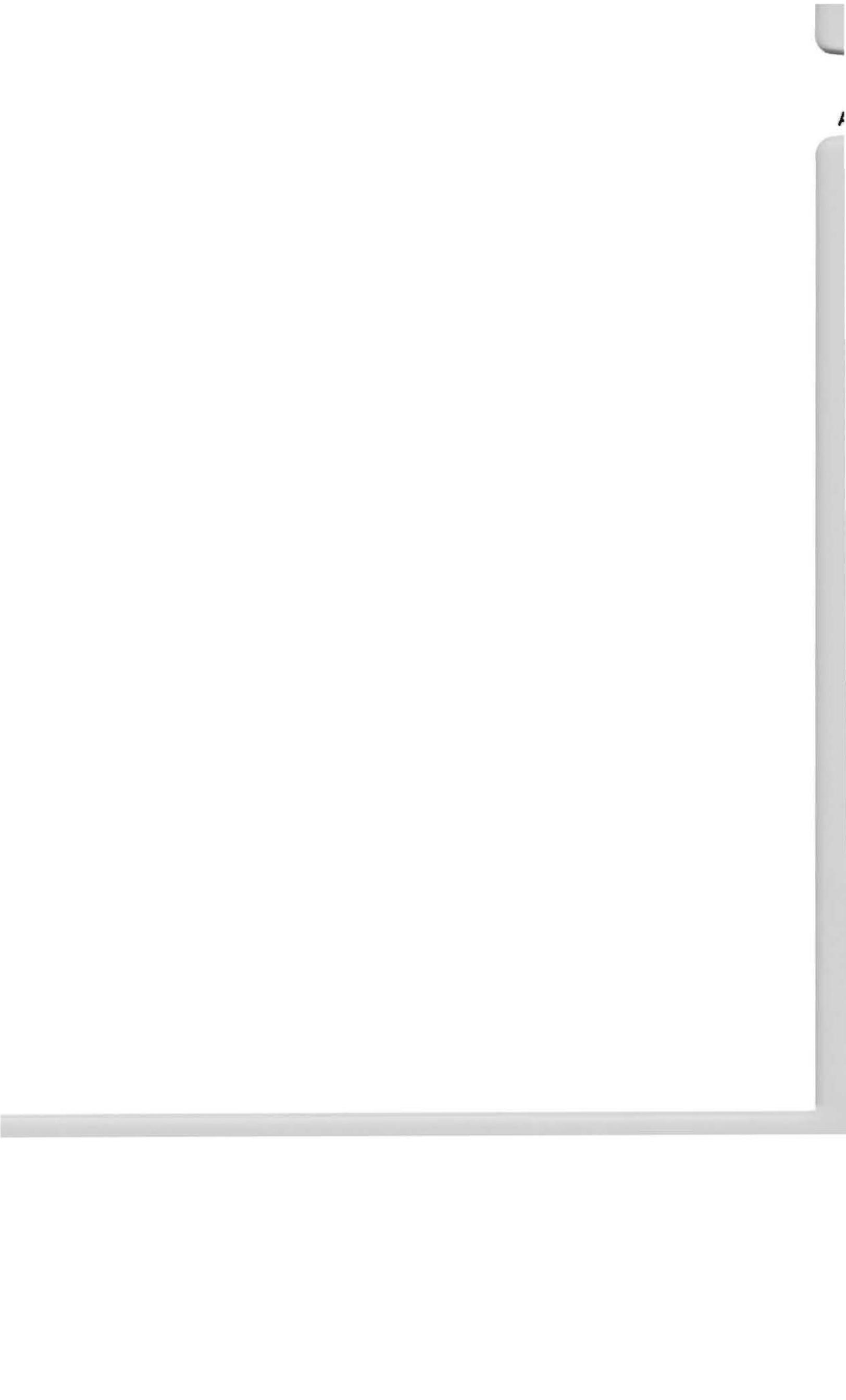
Date: 10-23-12

CONSTRUCTION MANAGER:

TEMPLETON CONSTRUCTION CO., INC.

By: 
Gary McClure, President

Date: 10.23.12



**Tom Green County Courthouse
Amendment 1
Phase 1 Proposal Packages
Dated October 9, 2012**

Exhibit A

DRAWINGS, SPECIFICATIONS, ADDENDA, BIDDING DOCUMENTS

BID DOCUMENTS

CMAR-1, CMAR-2, CMAR-3, CMAR-4, CMAR-5 DATED SEPTEMBER 6, 2012

SPECIFICATIONS

**TOM GREEN COUNTY COURTHOUSE REPAIRS AND UPGRADES – PHASE
11 DATED AUGUST 31, 2012.**

See Attachment A – Closing Section of Report with Specification Sections

DRAWINGS

DATED AUGUST 31, 2012 FROM BURNS ARCHITECTURE, INC.:

A1.0, A1.1, A1.2, A1.3, A1.4

DATED AUGUST 23, 2012 FROM POWER SYSTEMS:

MPE-1, MPE-2

ADDENDA

ADDENDUM NO. 1 DATED OCTOBER 3, 2012.

**Tom Green County Courthouse
Amendment 1
Phase 1 Proposal Packages
Dated October 9, 2012**

Exhibit B

ALLOWANCES

These are the allowances included in the scope of work as part of this Amendment. Each will be utilized as they pertain to this Amendment and the Proposal Packages related to and to be executed in this Amendment.

1. A \$20,000 allowance for furnishing only of Door Hardware.
2. A \$30/square yard installed for Carpet.
3. A \$500 allowance for Signage.
4. A unit price of \$ 165.00 per fixture can be used for new ballast for existing light fixtures. Any cost will be added to the contract.
5. An allowance of \$ 5,000.00 is included in the estimate to cover any work on the sprinkler system that may arise during ceiling changes. Some of this will be used to hire a fire sprinkler company to remove, store, and replace escutcheon rings at the sprinkler heads prior to ceiling demolition and upon ceiling re-installation.

**Tom Green County Courthouse
Amendment 1
Phase 1 Proposal Packages
Dated October 9, 2012**

Exhibit C

ASSUMPTIONS AND CLARIFICATIONS

These are the assumptions and clarifications to be included to the scope of work as part of this Amendment. Each will be utilized as they pertain to this Amendment and the Proposal Packages related to and to be executed in this Amendment.

1. No building permit has been included in our estimate, but we do include the cost of a Payment and Performance Bond and Builders Risk Insurance.
2. No testing has been included in our price (to be paid separately by owner (reference spec section 01410)).
3. Our cost for scheduling in the General Conditions is based on a bar chart only.
4. The following Phase 1 proposal packages will be performed by Templeton Construction Company: #1 and #2. (Reference Exhibit F.)
5. Our guaranteed maximum price includes a 10% contingency.
6. The Owner will vacate the basement area during the length of the project although we recognize the basement will be ADA access until the new lift is complete at the front of the building. Fumes from painting and other work and/or noise may disturb the employees and citizens on the first level from time to time; however, all work is factored to be performed during regular working hours. After hour, weekend, and overtime costs due to not being able to work regular hours will be a subject of change order to the contracts affected.
7. The scope of work included in this amendment is based on the proposal packages outlined in CMAR-3 only and the interior work shown on the Drawings and Specifications listed as part of this amendment. The only exterior work is related to the Vertical Platform Lift at front entrance.
8. No hazardous materials testing or abatement has been included.
9. We assume all work shown on the drawings in this phase meets all the requirements required by the Texas Historical Commission.
10. New Light Fixtures are included for County Clerk A154, Women A142 and Men A143 only.

**Tom Green County Courthouse
Amendment 1
Phase 1 Proposal Packages
Dated October 9, 2012**

Exhibit D

COMPLETION SCHEDULE

The Contractor's Time of Completion shall be 8 months for this Phase 11 work.

**Tom Green County Courthouse
Amendment 1
Phase 1 Proposal Packages
Dated October 9, 2012**

Exhibit E

ALTERNATES

There are no alternates included in this Amendment.

**Tom Green County Courthouse
Amendment 1
Phase 1 Proposal Packages
Dated October 9, 2012**

Exhibit F

COST BREAKDOWN

See Attachment C

TGC COURTHOUSE REPAIRS AND UPGRADES PHASE 11

ATTACHMENT C

10/9/2012

WORK ITEM	NOTES	LABOR	MATL	SUB	TOTAL	
General Conditions		70,850	47,090		\$ 117,940	TEMPLETON
Interior Demolition	PACKAGE #1			46,067	\$ 46,067	TEMPLETON
Carpentry	PACKAGE #2			45,907	\$ 45,907	TEMPLETON
Doors and Frames	PACKAGE #3		1,339		\$ 1,339	ANGELO BLDG.
Plaster Repair	PACKAGE #4			6,300	\$ 6,300	SWAIN
Ceramic Tile	PACKAGE #5			10,725	\$ 10,725	SMITH
Drywall / Acc. Ceilings	PACKAGE #6			21,572	\$ 21,572	SAA
Flooring / Carpet / Base	PACKAGE #7			14,883	\$ 14,883	SMITH
Paint	PACKAGE #8			60,642	\$ 60,642	CONCHO
Toilet Accessories	PACKAGE #9		332		\$ 332	ABILENE
Toilet Partitions	PACKAGE #10		1,650		\$ 1,650	STERLING
Identifying Devices	ALLOWANCE		500		\$ 500	ALLOWANCE
Plumbing	PACKAGE #12			23,473	\$ 23,473	3D
Fire Protection	ALLOWANCE			5,000	\$ 5,000	ALLOWANCE
HVAC	PACKAGE #14			7,500	\$ 7,500	LANE WEATHERMA
Electrical	PACKAGE #15			9,800	\$ 9,800	CROW
Vertical Lifting Platform	PACKAGE #16			15,500.00	\$ 15,500	LIFT- AID
Finish Hardware	ALLOWANCE		20,000		\$ 20,000	ALLOWANCE
Subtotal		70,850	50,911	267,369	409,130	
Labor Burden	INCL				0	
Sales Tax on Material	0.00%		-		0	CHECK ABOVE
Subtotal		70,850	50,911	267,369	409,130	
Builder's Risk Insurance	0.10%				409	
P & P Bond					8,500	
Building Permit					0	
Subtotal					418,040	
Fee	5.00%				20,902	
Subtotal					438,942	
Contingency	10.00%				43,894	
TOTAL					\$ 482,836	

