

STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND         §

**AMENDMENT TO AGREEMENT FOR CONSTRUCTION  
FIFTH STREET COMMUNITY CENTER GYMNASIUM  
RFP 17-024**

**THIS AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Frost Construction Company, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Construction of the Fifth Street Community Center Gymnasium on February 7, 2017, (hereinafter "Agreement"), pursuant to RFP 17-024; and

WHEREAS, the parties desire to amend the Agreement to decrease the Maximum Compensation payable to Contractor for the completion of Services under the Agreement.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County and Contractor hereby agree to a reduction of six thousand seven hundred eighty-one dollars and 70/100 (\$6,781.70), as described in Change Order Number 1 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby reduced to an amount not to exceed one million three hundred eight-one thousand five hundred sixty-eight dollars and 30/100 (\$1,381,568.30), authorized as follows:  

\$1,388,350.00 under the Agreement; and  
\$6,781.70 as reduced under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. Certain State Law Requirements for Contracts
  - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed and effective on the date signed by the final party.

FORT BEND COUNTY

FROST CONSTRUCTION COMPANY, INC

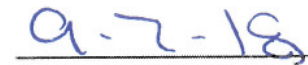
\_\_\_\_\_  
Robert E. Hebert, County Judge

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Agent - Printed Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
James Knight  
Facilities Management/Planning Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$1,381,568.30 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

