

STATE OF TEXAS

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AMENDMENT NO. 4 TO WORK AUTHORIZATION NO. 2

THIS FOURTH 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 Lockwood, Andrews & Newnam, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Work Authorization No. 2 on November 3, 2015, and as amended on September 6, 2016, May 2, 2017 and February 6, 2018 (hereinafter “WA No.2) and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement to the same extent as if fully set forth verbatim therein:

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

1. Work Authorization No. 2's Pay Schedule will be replaced with the REVISED PAY SCHEDULE, attached hereto as ATTACHMENT A.
2. The maximum amount available to perform Services for Work Authorization No. 2 shall be increased by forty-five thousand eight hundred one dollars and no/100 cents (\$45,801.00) bringing the new Total Maximum Compensation for Work Authorization No. 2 to one million two hundred ninety-nine thousand seven hundred sixty-two dollars and no/cents (\$1,299,762.00). In no case shall the amount paid by the County for Services exceed the Maximum Compensation without prior written approval by both parties.
3. Contractor expressly understands and agrees that "Construction Phase Services" include the facility and the Bamore Road. Contractor further understands and agrees that construction for the Bamore Road project will be bid separately, but will be completed and accepted in line with the proposed schedule for the facility.
4. Contractor agrees that "facility" includes the Fort Bend County Public Transportation Administrative and Operations facility which includes but is not limited to all buildings, fencing, security barriers/buildings, utilities/utility access, alternate utilities (generator power station), bus and staff parking. "Buildings" include but are not limited to the Administrative/Operations building, fuel/wash building, maintenance buildings, landscaping and access roads both upon the site and connecting to the site (Bamore Road).
5. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement.

If there is a conflict between this Fourth Amendment to Work Authorization No. 2 and all earlier Amendments to WA No. 2 the provisions of this Fourth Amendment shall prevail with regard to the conflict.

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

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

LOCKWOOD, ANDREWS & NEWNAM, INC.

Robert E. Hebert, County Judge



Authorized Agent- Signature

Jon D. Jelinek

Authorized Agent- Printed Name

ATTEST:

Associate

Title

Laura Richard, County Clerk

October 15, 2018

Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

ATTACHMENT A

LOCKWOOD, ANDREWS & NEWMAM, INC.
AMENDMENT 4 TO WORK AUTHORIZATION 2

DESIGN COST	PLUS		AMENDMENT 4	
	WA 2	AMEND	TO	
	1, 2 & 3 TO WA 2	WORK AUTHORIZATION 2	WA 2 TOTAL	
Basic Fee	\$909,641	\$45,801	\$955,442	
Fuel System Packaged	\$25,000		\$25,000	
Recycle Bus Wash Package	\$25,000		\$25,000	
Oil/Water Separator	\$10,000		\$10,000	
Vehicle Lifts/Comp.Air	\$20,000		\$20,000	
SUBTOTAL FACILITY	\$989,641	\$45,801	\$1,035,442	
BAMORE	\$188,000		\$188,000	
Total Base Fee - Design	\$1,177,641	\$45,801	\$1,223,442	
Environmental	\$21,090		\$21,090	
FFE Office Space Turnkey	\$42,680		\$42,680	
FFE Maintenance Turnkey	\$3,750		\$3,750	
LONP Preparation	\$8,800		\$8,800	
TOTAL	\$1,253,961	\$45,801	\$1,299,762	