

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
CONSTRUCTION – JUSTICE CENTER EXPANSION
RFP 17-037**

THIS SECOND 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 Brookstone, LP, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Construction on February 14, 2017, (hereinafter "Agreement") pursuant to RFP 17-037, as amended by document executed on April 3, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to reflect refund of unused Owner Contingency and decrease the total Maximum Compensation for the provision of Services under the Agreement.

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

1. County shall reduce the amount payable to Contractor by one hundred thirty-five thousand six hundred eighty-eight dollars and 00/100 (\$135,688.00), for the Justice Center expansion, courtroom buildout, new grand jury and a new law library as described in Contractor's Change Order Number 2 dated December 10, 2018 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby decreased to an amount not to exceed twenty-two million five hundred eighty-five thousand four hundred seventy-seven dollars and 00/100 (\$22,585,477.00), authorized as follows:
 \$20,447,000.00 under the Agreement;
 \$2,274,165.00 under the Amendment; and a
 \$135,688.00 reduction under this Second 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 written agreement executed by both parties.

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

FORT BEND COUNTY

BROOKSTONE, LP

By: Brookstone Management, LLC

Robert E. Hebert, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

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

EXHIBIT A

**CHANGE
ORDER**

AIA DOCUMENT G701

OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

PROJECT: Fort Bend County Justice Center Expansion
CHANGE ORDER NUMBER: 002
DATE: 12/10/18
ARCHITECT'S PROJECT NO.:
TO CONTRACTOR: Brookstone, LP
 3715 Dacoma, Houston, TX 77092
CONTRACT DATE: 2/14/17
CONTRACT FOR: General Construction
 The Contract is changed as follows:
 Runfund unused Owner Contingency for Justice Center Expansion, Courtroom Buildout, new Grand Jury and new Law Library. Clarifications and allowances noted on the attached backup.

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	<u>\$20,447,000</u>
Net change by previously authorized Change orders	<u>\$2,274,165</u>
The Contract Sum prior to this Change order was	<u>\$22,721,165</u>
The Contract Sum will be (decreased)	
by this Change Order in the amount of	<u>(\$135,688)</u>
The new Contract Sum including this Change order will be	<u>\$22,585,477</u>

The Contract Time will be unchanged by 0
 The date of Substantial Completion as of the date of this Change Order therefore is 11/1/2018

PGAL
 ARCHITECT
 3131 Briarpark Drive, Houston, TX 77042
 Address

Brookstone, LP
 CONTRACTOR
 3715 Dacoma, Houston, TX 77092
 Address

Fort Bend County
 OWNER
 301 Jackson Street, Richmond, TX
 Address

BY

BY Ryan Busking

BY

DATE

DATE 12/10/18

DATE