

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR CONSTRUCTION
PINNACLE AQUATIC FITNESS CENTER
RFP 17-025**

THIS THIRD 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 – Pinnacle Aquatic Fitness Center on February 7, 2017, (hereinafter “Agreement”) pursuant to RFP 17-025, as amended by documents executed on December 11, 2018, (hereinafter “Amendment”) and March 26, 2019, (hereinafter “Second Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to reduce the total Maximum Compensation for the completion of the Services to be provided under the Agreement.

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

1. County shall reduce the amount payable to Contractor by three thousand seven hundred ninety-four dollars and 98/100 (\$3,794.98), as reflected in Contractor’s Change Order Number 3 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby reduced to a total amount not to exceed one million six hundred ninety-two thousand five hundred twenty-four dollars and 24/100 (\$1,692,524.24), authorized as follows:
 - \$1,599,110.00 under the Agreement;
 - \$48,993.39 under the Amendment;
 - \$48,215.83 under the Second Amendment; and a
 - \$3,794.98 *reduction* under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement or this Third Amendment exceed the Maximum Compensation without written agreement executed by both parties.

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

FORT BEND COUNTY

FROST CONSTRUCTION COMPANY, INC

KP George, County Judge



Authorized Agent – Signature

Date

Scott Frost

Authorized Agent – Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

10/08/19

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



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Change Order

PROJECT: (Name and address)
Pinnacle Aquatics-Ft Bend Cty
5525 Hobby Road
Houston, TX 77053

CHANGE ORDER NUMBER: 3RZ

OWNER

DATE: 9/10/19

ARCHITECT

ARCHITECT'S PROJECT NUMBER:

CONTRACTOR

TO CONTRACTOR: (Name and address)
Frost Construction Company, Inc.
8820 Will Clayton Pkwy, Ste. H
Humble, TX 77338

CONTRACT DATE:

FIELD

CONTRACT FOR:

OTHER

Contractor's JobId: F546

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
To Deduct Owner's Contingency Balance (\$3,794.98)

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,599,110.00
The net change by previously authorized Change Orders	\$	97,209.22
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,696,319.22
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	-3,794.98
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	1,692,524.24
The Contract Time will be (increased) (decreased) (unchanged) by unchanged (0) days		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Archi*Technics/3, Inc.

Frost Construction Company, Inc.

Fort Bend County Facility Mgmt & Plannin

ARCHITECT (Firm name)
16115 Bowie Ridge Lane
Houston, TX 77053

CONTRACTOR (Firm name)
8820 Will Clayton Pkwy, Ste. H
Humble, TX 77338

OWNER (Firm name)
301 Jackson Street, Suite 301
Richmond, TX 77469

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)
09/20/19

(Typed name)

DATE

DATE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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