

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
REHABILITATION OF MISSOURI CITY GYMNASIUM
RFP 19-056**

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 Teal Construction Company (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Rehabilitation of Missouri City Gymnasium pursuant to RFP 19-056, (hereinafter “Agreement”), as amended by document executed on March 31, 2020 (hereinafter the “Amendment”); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation to provide such additional services under the Agreement.

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

1. County shall pay Contractor an additional two hundred thousand dollars and no/100 (\$200,000.00) for additional services as reflected in Contractor’s Change Order No. 2 dated May 28, 2020, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed four million, seven hundred eighty-one thousand five hundred nine dollars and 54/100 (\$4,781,509.54), authorized as follows:
 - \$4,365,600.00 under the Agreement
 - \$215,909.54 under this Amendment; and
 - \$200,000.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Second Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

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

FORT BEND COUNTY

TEAL CONSTRUCTION COMPANY

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

James Knight, Facilities Management/Planning Director

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



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Fort Bend Gym Rehab
100 Louisiana St
Missouri City Tx 77489

CONTRACT INFORMATION:
Contract For: General Construction
Date: 8/1/2019

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 5/28/2020

OWNER: *(Name and address)*
Fort Bend County
301 Jackson St Suite 301
Richmond Tx 77469

ARCHITECT: *(Name and address)*
AUTOARCH Architects
6200 Savoy, Suite 100
Houston Tx 77036

CONTRACTOR: *(Name and address)*
Teal Construction Company
1335 Brittmoore Rd
Houston Tx 77043

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional Owner Contingency

The original Contract Sum was	\$	4,365,600.00
The net change by previously authorized Change Orders	\$	215,909.54
The Contract Sum prior to this Change Order was	\$	4,581,509.54
The Contract Sum will be increased by this Change Order in the amount of	\$	200,000.00
The new Contract Sum including this Change Order will be	\$	4,781,509.54

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 8/1/2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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.

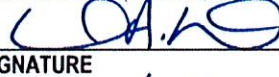
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

AUTOARCH Architects
ARCHITECT *(Firm name)*

Teal Construction Company
CONTRACTOR *(Firm name)*

Fort Bend County
OWNER *(Firm name)*


SIGNATURE


SIGNATURE

SIGNATURE

MICHAEL SABOUNI, NA
PRINTED NAME AND TITLE

Michael Morale, PM
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

05/29/2020
DATE

5/29/2020
DATE

DATE