

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AMENDMENT TO AGREEMENT FOR  
CONSTRUCTION OF SOUTH POST OAK PARK EXPANSION  
FOR FORT BEND COUNTY  
RFP 20-060**

**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 Crain Group, LLC, (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 South Post Oak Park Expansion on or about April 14, 2020, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to increase the Maximum Compensation payable to the Contractor under the Agreement.

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

1. County shall pay Contractor an additional amount not to exceed two hundred forty-four thousand six hundred twenty-two dollars and 35/100 (\$244,622.35) for additional fees to perform additional Services as reflected in Exhibit A, attached hereto 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 five million four hundred sixty-three thousand seven hundred five dollars and 35/100 (\$5,463,705.35), authorized as follows:  

\$5,219,083.00 under the Agreement; and  
\$244,622.35 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. The parties hereby agree the terms and conditions of the Agreement have remained in effect to date and the Time of Performance shall be extended to end no later than May 30, 2021.

5. 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 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

CRAIN GROUP, LLC

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

John Green  
\_\_\_\_\_  
Authorized Agent – Printed Name

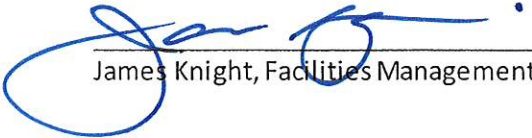
ATTEST:

Executive Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

4.12.21  
\_\_\_\_\_  
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

I:\Marcus\Agreements\Facilities\South Post Oak Park\RFP 20-060\Amend 1 for Construction.SPO Park\Crain.docx,4/9/2021. 21-fac-100013-A1

\_\_\_\_\_  
Amendment to Agreement for Construction of South Post Oak Park Expansion

RFP 20-060

Page 2 of 2



# EXHIBIT A

*P*

# AIA® Document G701™ - 2001

## Change Order

PROJECT (Name and address): Fort Bend County South Post Oak Park Expansion 5685 Hobby Road Houston, Texas 77053	CHANGE ORDER NUMBER: 001 DATE: March 30, 2021	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Crain Group LLC 3801 Knapp Road Pearland, Texas 77581	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: July 16, 2020 CONTRACT FOR: General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

This Change Order includes pricing for lime stabilizing the subgrade at both football fields, additional surveying required by the civil engineer to draw the proposed sanitary routing, a metes and bounds description for the sanitary sewer ensetment, concrete sidewalk that runs the length of the property that was added during the permitting phase, an allowance for looping the public water line around the cul-de-sac, back to Sentinel Drive if required by the City of Houston, installing padding around scoreboard poles and lightpoles, and installing netting behind each goal post to stop field goals from hitting parked cars. Sixty days have been added to account for remaining time needed for the permit to be approved and construction to be completed.

The original Contract Sum was	\$	5,219,083.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	5,219,083.00
The Contract Sum will be increased by this Change Order in the amount of	\$	244,622.35
The new Contract Sum including this Change Order will be	\$	5,463,705.35

The Contract Time will be increased by Sixty (60) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 30, 2021

**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.**

ARCHITECT (Firm name)	Crain Group LLC CONTRACTOR (Firm name)	<b>FORT BEND COUNTY</b> OWNER (Firm name)
ADDRESS	3801 Knapp Road, Pearland TX 77581 ADDRESS	ADDRESS
BY (Signature)	 BY (Signature)	 BY (Signature)
(Typed name)	John Green (Typed name)	<b>JAMES KNIGHT</b> (Typed name)
DATE	3.30.21 DATE	4.12.21 DATE

JP



**Change Order #1**

3/30/2021

**PROJECT:**

FBC South Post Oak Park Expansion  
5686 Hobby Road  
Houston, TX 77063

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
1 Lime Stabilize Subgrade at Football Fields	1	ls	61,600.00	61,600.00	
2 Additional Surveying of FBC Property for Civil Drawings	1	ls	2,600.00	2,600.00	
3 Metes and Bounds for Sanitary Easement	1	ls	775.00	775.00	
4 Sidewalk Added during Permitting Along Hobby Road	1	ls	15,039.00	15,039.00	
5 Allowance to Loop Water Line Around the Cul-de-sac and back to Sentinel Dr	1	ls	100,000.00	100,000.00	
6 Padding around scoreboard, lightpoles, and delay of game clocks	1	ls	6,945.00	6,945.00	
7 Netting behind each field goal post	1	ls	41,400.00	41,400.00	
<b>Subtotal</b>				<b>228,169.00</b>	<b>\$228,169.00</b>
<b>Crain Group OH&amp;P</b>				<b>10.00%</b>	<b>\$22,816.90</b>
<b>Credit FBC Remaining Contingency</b>					<b>-\$8,362.65</b>
<b>Grand Total</b>					<b>\$244,622.35</b>

**QUALIFICATIONS:**

1 See attached Subcontractor Proposal

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

75



November 2, 2020

Brad Crain  
President  
CRAIN GROUP, LLC  
3801 Knapp Road  
Pearland, Texas 77581  
713-436-8727 (o)  
713-436-8730 (f)

RE: Fort Bend County – South Post Oak Park Expansion  
Additive Change Order

Hellas Construction, Inc. is pleased to provide this Scope of Work and Proposal for the above referenced project.

**Lime Stabilization**

Hellas scope of work:

1. Lime stabilize 136,856 SF of existing subgrade. Stabilize the top 6" (6" @ 6%), grade and compact to proper planarity and density.

<b>Additive CO Proposal Price</b>	<b>\$86,500.00</b>
<b>Hellas Discount</b>	<b>(\$25,000.00)</b>
<b>Grand Total</b>	<b>\$61,500.00</b>

**EXCLUSIONS**

1. Any item of work not specifically listed above.
2. Geotechnical Investigation.
3. Rock excavation or haul off.
4. Any embankment or processing of imported soils.
5. Geotechnical Investigation.
6. SWPPP/Erosion control.
7. Any concrete work.
8. Any asphalt paving.
9. Any electrical work.
10. Any fence work.



12710 Research Blvd. Suite 240 Austin, TX 78759 | office (512) 250-2910 | fax (512) 250-1960

hellasconstruction.com

13



11. Engineering.
12. Supply or installation of perimeter safety or construction fencing.
13. Site security.
14. Any Allowances or Contingencies.
15. Taxes.
16. Prevailing or union wages.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide Ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic Ingress/egress to the construction site.
19. General Contractor to supply secure laydown area for Hellas materials.
20. Bonds (*if bonds are required, add 1.5% to contract amount*).

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.

*\*Pricing valid for 60 days from date of this proposal.*

A handwritten signature in black ink, appearing to read "Eric Horn", is written over a horizontal line.

Eric Horn  
Regional Vice President- Houston  
Hellas Construction, Inc.

75

**TEXAS SURVEYING, INC.**

Firm No. 10031300  
12621 W Airport Blvd., Suite 100  
Sugar Land, TX 77478

October 7, 2020

Mr. Zack Breazeale  
Crain Croup, L.L.C.  
3801 Knapp Rd.  
Pearland, TX 77581

Via Email: zbreazeale@craigroup.com

Dear Zack:

We hereby propose to provide the following services in accordance with the specifications set forth for an amount of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00):

Perform a topographic route survey on approximately 1000 linear feet across Reserve "A", Fort Bend Boys and Girls Club, and the easterly portion of the 13.8 acre Rotary Club tract located west of and adjacent to the Reserve, located on the south side of Hobby Road, in the J. Pointevent Survey No. 3, A-305, Fort Bend County, Texas, limited to the site shown on the attached aerial exhibit, being from the entire Hobby Road right-of-way and the adjacent 75 feet on the south side. The survey shall include all visible improvements and elevations taken by sections at 50-foot intervals. In addition, elevations will also be determined on all visible and apparent manholes, inlets, culverts, and flow lines. All elevations will be based on NAVD '88, 2001 adjustment. Two temporary benchmarks will be established along the route. At least 48 hours prior to completing the survey, a One Call Utility Notification Center will be contacted, and the location of any marks or flags will be recorded on the survey. The deliverable shall be six signed and sealed prints of the topographic survey, a PDF of same, and an ASCII file of the data collected.

Please allow seven calendar days for the preparation of the document once written authorization to proceed has been granted. Payment shall be due and payable upon completion, within 30 days of receipt of invoice for same. If payment is not received within 30 days of the due date, a late charge of 1% per month will be added until payment in full is received. If payment is not received within 60 days of the due date, CLIENT will be responsible for all collections costs and attorney fees in addition to the original cost and accruing late charges.

Respectfully submitted:

Accepted by CLIENT:

\_\_\_\_\_  
Randy S. McClendon, RPLS

\_\_\_\_\_  
By:

Title:

Dated: \_\_\_\_\_

Ph: 281 240-9099

Fax: 281 240-2791

Email: rsm@mrsurveyor.com

*JS*

**Zack Breazeale**

---

**From:** Randy McClendon <rsm@mrsurveyor.com>  
**Sent:** Wednesday, February 3, 2021 2:11 PM  
**To:** Zack Breazeale  
**Subject:** RE: Fort Bend County South Post Oak-Metes and Bounds  
**Attachments:** 50-2007 Sheet 1 of 2 Proposed San Sewer Easement.pdf; 50-2007 Sheet 2 of 2 Proposed Sanitary Sewer Easement.pdf

Zach,

There is an existing 10' sanitary sewer easement adjacent to the Hobby Road 60 foot wide right-of-way. On the west end by the grinder pump, the proposed San MH is about 5 feet from the existing 10' SSE (sanitary sewer easement). On the east end, before the 45 degree bend, it is about 13 feet from the other easement. I would propose that the easement be 15 feet wide on the east end, then jogging to ten feet wide when practical. I've provided a quick markup in red on the attached PDF to show my recommendation.

Do you know the significance of the note 'CRITICAL LOCATION' at the 45 degree bend?

For deliverables, we would prepare a metes and bounds description for \$275 (thinking there is only one owner) and an 8-1/2 x 11 graphic location sketch for \$500. The combined cost would be \$775. If that's acceptable to you, and I can try to have it complete in the next couple of days.

Thanks,  
Randy McClendon  
Tejas Surveying, Inc.  
Firm No. 10031300  
281 240-9099  
www.mrsurveyor.com

**From:** Zack Breazeale <zbreazeale@craingroup.com>  
**Sent:** Thursday, January 28, 2021 10:02 AM  
**To:** Randy McClendon <rsm@mrsurveyor.com>  
**Subject:** Fort Bend County South Post Oak-Metes and Bounds

Randy,

We will need a metes and bounds created for the proposed sanitary sewer line shown in the attached drawing. The line is running left to right of the page. The easement should begin at the grinder pump located on Sheet 1. Please let me know if you need any additional information to complete this.

Thanks

Zack Breazeale  
Crain Group L.L.C.  
Project Manager  
3801 Knapp Rd.  
Pearland, TX 77581  
713-436-8727 Office  
832-316-3600 Cell



February 25, 2021

Zack Breazeale  
 Crain Group L.L.C.  
 3801 Knapp Rd.  
 Pearland, TX 77581  
 Project: Ft Bend County Post Oak Park Expansion

Change Order Request: 3  
 Description: Added sidewalk on 4/07/2020 C2.00 drawing

Item	Labor	Materials	Equipment	Sub	Total
New sidewalk on C2.00 dated 4/7/2020	\$ 5,850	\$ 5,466	\$ 1,705	\$ -	\$ 13,021
			Subtotal		\$ 13,021
			Overhead	10%	\$ 1,302
			Profit	5%	\$ 716
			COR Total		\$ 15,039

Detailed Description: Added 1,388 SF of 4.5" sidewalk with #3 rebar at 18" OC on 2" compacted sand base and 4 HC ramps with stained concrete and grooved surface.

Exclusions: Curb work. Subgrade work of any kind. Traffic control. Permits. Any work not specifically included above.

All changes are subject to the terms and conditions set forth by the subcontract for this project. Please feel free to call if you have any questions or if we can be of further assistance.

Sincerely,

*Doug Shaw*

Doug Shaw  
 Project Manager  
 Encore Concrete Construction, LLC

*JS*

COR #

3

Item #1:

New sidewalk on C2.00 dated 4/7/2020

## Labor (Burden Included)

Item	Manpower	Hours	Cost	Total
Laborer	2	12	\$ 28.00	\$ 672.00
Superintendent	1	8	\$ 95.00	\$ 760.00
Layout Engineer	1	2	\$ 54.00	\$ 108.00
Operator	2	8	\$ 45.00	\$ 720.00
Rodbuster	2	8	\$ 34.00	\$ 544.00
Finisher	6	8	\$ 34.00	\$ 1,632.00
Carpenter	3	12	\$ 84.00	\$ 1,224.00
Project Manager/Estimator	1	2	\$ 95.00	\$ 190.00
Total Labor				\$ 5,850.00

## Material

Item	Quantity	Unit	Cost	Total
Concrete	21	CY	\$ 104.00	\$ 2,184.00
Rebar	900.0	LBS	\$ 0.70	\$ 630.00
Formwork	360	LF	\$ 2.25	\$ 810.00
Expansion Joint	280	LF	\$ 0.85	\$ 238.00
Stain for HC ramp	4	EA	\$ 210.00	\$ 840.00
Compactable sand	20	TN	\$ 22.00	\$ 440.00
				\$ -
Misc. Materials & Safety (5% of total Materials)	1	LS	\$ 257.10	\$ 257.10
Subtotal				\$ 5,399.10
Sales Tax on non perminate materials			8.25%	\$ 66.83
Total Material				\$ 5,465.93

## Equipment

Item	Quantity	Unit	Week	Cost/Week	Total
Skid steer	1	EA	1	\$ 450.00	\$ 450.00
Compactor	1	EA	1	\$ 375.00	\$ 375.00
					\$ -
Fuel For Equipment	50	GAL		\$ 3.00	\$ 150.00
Delivery Pick up	2	EA		\$ 300.00	\$ 600.00
Subtotal					\$ 1,575.00
Sales Tax on non perminante equipment			8.25%		\$ 129.94
Total Equipment					\$ 1,704.94

## Subcontract

Item	Total
	\$ -
	\$ -
	\$ -
Total Sub	\$ -

AS



