

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Twelve Million Five Hundred Ninety Two Thousand One Hundred Sixty Five and 57/100 Dollars (\$12,592,165.57) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Twelve Million Five Hundred Ninety Two Thousand One Hundred Sixty Five and 57/100 Dollars (\$12,592,165.57).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County. Substantial completion shall be extended to April 20, 2023. Contractor shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto, within this time or within such additional time as may be extended by County.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.
7. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

FLINTCO, LLC

KP George, County Judge

Authorized Agent – Signature



Joel Lester

Date

Authorized Agent- Printed Name

VP Area Manager

Title

ATTEST:

1/18/2023

Date

Laura Richard, County Clerk

AUDITOR’S CERTIFICATE

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

Robert E. Sturdivant,
County Auditor



EXHIBIT A-2

1/4/2023

Fort Bend County
301 Jackson
Richmond, TX. 77469

RE: Fort Bend County – North Library
Change Order #2

Dear Mr. Knight,

The following is a further breakdown of the Change Event (“CE”) costs summarized in the included Change Events log. The cost breakdowns are based on subcontractor and vendor proposals as well as estimated costs:

<u>CE# 026 Audio Visual Technology Coordination</u>	
\$19,289.66	Audio Visual Technologies Group
<u>\$1,928.97</u>	Flintco Markup
\$21,218.63	Total

Note/Comment
This pricing is currently under review by AGCM/FBC.

<u>CE# 062 ASI 006 – Tile and Carpet Scope Changes</u>	
\$20,984.00	Aspen Flooring
\$1,339.11	Intex Flooring
<u>\$2,232.31</u>	Flintco Markup
\$24,555.42	Total

Note/Comment
ST-1 tile is onsite. Pricing proposal pending finalization and submission.

<u>CE# 068 RFI 090 Curtain Wall Support at Front Entrance</u>	
\$2,274.87	MSD Corporation
\$2,695.00	Vital Erectors
\$1,823.00	Southeast Drywall
\$936.00	FireProof Contractors
<u>\$772.89</u>	Flintco Markup
\$8,501.76	Total

Note/Comment
This pricing is currently under review by AGCM/FBC.

CE# 081 RFI 100 Stair #3 Handrail Transition and Support



\$1,495.00 Gulf Coast Railings
\$149.50 Flintco Markup

\$1,644.50 Total

Note/Comment

Pricing proposal pending finalization and submission.

CE# 083 RFI 098 Outdoor Reading Area Exterior Wall Interface with Curtainwall

\$7,038.00 Southeast Drywall
\$7,038.00 MS Glass
\$1,839.00 Fireproof Contractors
\$1,591.50 Flintco Markup

\$17,506.50 Total

Note/Comment

Pricing proposal pending finalization and submission.

CE# 094 Additonal Sealants at Caststone and Chiller/Dumpster Yard Masonry, Window/Stone Interface

\$7,000.00 Fireproof Contractors
\$700.00 Flintco Markup

\$7,700.00 Total

Note/Comment

Estimated Rough Order of Magnitude

CE# 099 Structured Cabling Material Increase

\$30,641.00 Genesis
\$3,064.10 Flintco Markup

\$33,705.10 Total

Note/Comment

Current pricing has 60-day price guarantee

CE# 101 Audio Video Equipment Material Availability

\$14,278.92 Audio Visual Technologies Group
\$1,427.89 Flintco Markup

\$15,706.81 Total

Note/Comment

This pricing is currently under review by AGCM/FBC.

CE# 104 RFI 096 CenterPoint Electrical Service

\$29,512.81 Gonzales Commercial Electric



\$(5,862.42) Andrade
 \$2,365.04 Flintco Markup

\$26,015.43 Total

Note/Comment

Credit for proposed transformer pad will be submitted separately with the addition of the CT-Can Rack foundation is provided.

CE# 106 ASI 005 – Electrical and Data Changes

\$5,007.88 Gonzales Commercial Electric
 \$500.78 Flintco Markup

\$5,508.66 Total

Note/Comment

Pricing proposal pending finalization and submission.

CE# 108 Structed Wiring Cable Tray Design and Installation at Corridor Areas

\$45,791.00 Genesis
 \$4,579.10 Flintco Markup

\$50,370.10 Total

Note/Comment

Price valid until 01/10/2023

CE# 109 3 Months of Extended General Conditions Due to Project Delay

\$178,603.86 Flintco
 \$0.00 Flintco Markup – N/A

\$178,603.86 Total

Note/Comment

This is an estimate cost for the period 10/20/2022 through 1/20/2023. See attached Extended GC matrix sheet for reference.

CE# 110 RFI 122 Wall Framing for Ladder at Stair 1

\$1,449.00 Southeast Drywall
 \$144.90 Flintco Markup

\$1,593.90 Total

Note/Comment



CE# 112 Temporary Water and Pump for HVAC

\$6,364.00 Kilgore
\$636.00 Flintco Markup

\$7,000.00 Total

Note/Comment

Allowance to provide temporary water to chiller system.

CE# 114 RFI 124 and 125 Landscaping, Irrigation, and Ext. Lighting Revisions

(\$4,000.00) Gonzales Commercial Electric
(\$5,556.00) Houston Landscaping Unlimited
(\$956.00) Flintco Markup

(\$10,512.00) Total

Note/Comment

Pricing proposal credit pending finalization and submission.
Sleeves already installed across the proposed road that is to serve library

CE#117 RFI#123: RFI-123 - Electrical - Power/Data to and Location of BAS Panels

\$2,723.00 Gonzales Commercial Electric
\$227.00 Flintco Markup

\$2,500.00 Total

Note/Comment

Estimated Rough Order of Magnitude. Pricing pending revised RFI response to show circuitry for panels.

CE#118 Mechanical Room 234 Wall Revision

\$1,679.00 Southeast Drywall
\$167.90 Flintco Markup

\$1,846.90 Total

Note/Comment

Pricing proposal pending finalization and submission.

CE# 119 RFI 127 CT Can Rack Foundation

\$4,000.00 Andrade
\$400.00 Flintco Markup

\$4,400.00 Total

Note/Comment



Estimated Rough Order of Magnitude. Pending RFI response.

CE# 120 Temporary Road Maintenance

\$5,000.00 Flintco
\$500.00 Flintco Markup

\$5,500.00 Total

Note/Comment

Estimated Rough Order of Magnitude for 20 CY crushed concrete and skid steer rental

CE# 121 Temporary Electric: October 2022 through end of January 2023

\$8,000.00 Flintco
\$800.00 Flintco Markup

\$8,800.00 Total

Note/Comment

Estimated Rough Order of Magnitude based on received and estimated future costs

TOTAL OF ALL CHANGE EVENTS ABOVE \$412,165.57

Flintco requests an amendment to the current contract amount of \$12,180,000.00 for an additional \$412,165.57 in owner contingency for a total contract value of \$12,592,165.57. The Project Substantial completion date will be adjusted to 4/20/2023. All requests for use of these additional Contingency funds shall be formally submitted by Flintco and approved by Fort Bend County.

Please provide your written approval by signing in the space indicated below and return a copy for our record. If you should have any questions regarding this change proposal request, please feel free to contact me at 281-217-5936.

Sincerely,

Laif Nilson
Senior Project Manager

Huitt-Zollars

Approved:

1/4/2023

Signature

Date

Fort Bend County

Approved:

1.5.23

Signature

Date

