

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO ADDENDUM TO AGREEMENT FOR OFFICE FURNITURE
PURSUANT TO OMNIA CONTRACT #R191811**

THIS FIRST AMENDMENT (“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 **LETOURNEAU INTERESTS, INC. D/B/A LETOURNEAU KELLER**, (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas. County and Contractor are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, on or about February 13, 2024, the Parties executed and accepted that certain *Addendum to Agreement for Office Furniture Pursuant to Omnia Contract #R191811* (hereinafter “Agreement”) which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Contractor, to increase the Total Maximum Compensation for completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Contractor an additional Nine Thousand Nine Hundred Twenty-Two and 80/100 dollars (\$9,922.80) for the performance and completion of additional services as described in Contractor's Furniture Proposal dated April 11, 2024, (the "Services") attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Hundred Ninety Thousand Nine Hundred Seventy-Nine and 17/100 dollars (\$190,979.17), authorized as follows:

| | |
|--------------|----------------------------|
| \$181,056.37 | under the Agreement |
| \$9,922.80 | under this First Amendment |
| TOTAL | \$190,979.17 |

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 the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Ninety Thousand Nine Hundred Seventy-Nine and 17/100 dollars (\$190,979.17) 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 One Hundred Ninety Thousand Nine Hundred Seventy-Nine and 17/100 dollars (\$190,979.17).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Modifications and Conflict.** Except as modified herein, the Agreement 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 Amendment shall prevail with regard to the conflict.

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{Execution Page Follows}

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

LETOURNEAU INTERESTS, INC.

Gary Brisending
Authorized Agent- Signature

GARY BRISENDINE
Authorized Agent- Printed Name

ACCOUNT EXECUTIVE
Title

4/23/2024
Date

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: Letourneau Interests, Inc. Furniture Proposal (April 11, 2024)

i:\agreements\2024 agreements\purchasing\facilities\letourneau interests, inc. (24-fac-100210-a1)\1st amendment
to addendum to agmt for office furniture (kcj - 4.17.2024)

EXHIBIT A

Letourneau Interests, Inc. Furniture Proposal
(April 11, 2024)



Thursday, April 11, 2024

LetourneauKeller

Remit To:
Letourneau Interests, Inc.
5819 Milwee Street
Houston, TX 77092

Fort Bend Chairs

Furniture Proposal

Prepared For:

Leah Gibson
Fort Bend County
301 Jackson Street
Suite 301
Richmond, TX 77469

Ship To:

Leah Gibson
Fort Bend
1422 Eugene Heimann Circle
Richmond, TX 77469

Total Sell Price: \$9,922.80

Fort Bend Chairs

Remit To:

Letourneau Interests, Inc.
5819 Milwee Street
Houston, TX 77092

Date: 4/11/2024

Prepared For:

Leah Gibson
Fort Bend County
301 Jackson Street Suite 301
Richmond TX 77469

Ship To:

Leah Gibson
Fort Bend
1422 Eugene Heimann Circle
Richmond TX 77469

Valid Until: 30 Days from Quote Date

Order No: GB455

Rep: Gary Brisendine
281-831-3123
garyb@letourneaukeller.com

| Line Item | Product Number | Mfg. | Product Description | Qty | Unit Sell Price | Extended Sell Price |
|-----------|----------------|------|---|-----|-----------------|---------------------|
| 1 | N15MR | | MIX-IT,KNEE,HI BK,MESH,PLASTIC BASE,ADJ ARM | 6 | \$523.90 | \$3,143.40 |

KIM



NATIONAL OMNIA CONTRACT #R191811 60.22

Unit List **Ext List**
\$1,317.00 \$7,902.00

PACK KD TOOL-LESS KNOCK DOWN
UPHOLSTERY GRADE 2 GRADE 2
PRIMARY UPH PATTERN COLOR 22507 BRILLIANT EBONY
CASTER C15 HARD DUAL WHEEL,BLACK

| | | | | | | |
|---|--------|--|--|---|----------|------------|
| 2 | 48-ESN | | ARLINGTON,HI-BACK,SWIVEL TILT,TRIM NAILS | 7 | \$904.20 | \$6,329.40 |
|---|--------|--|--|---|----------|------------|

KIM



NATIONAL OMNIA CONTRACT #R191811 60.22

Unit List **Ext List**
\$2,273.00 \$15,911.00

UPHOLSTERY GRADE 2 GRADE 2
PRIMARY UPH PATTERN COLOR 22147 SEDONA MESA
FINISH DW JUDICIAL

Room/Area Subtotal: \$9,472.80

Project Subtotal: \$9,472.80

X_D/I

| | | | | | | |
|---|-----|--|--|---|----------|----------|
| 3 | D/I | | DELIVERY/INSTALLATION BASED ON DOCK ACCESS OR GROUND FLOORNORMAL WORKING HOURS & ONETRIP DELIVERY OF (7) ATTORNEY & (6) TASK CHAIR | 1 | \$450.00 | \$450.00 |
|---|-----|--|--|---|----------|----------|

LK

NATIONAL OMNIA CONTRACT #R191811 0.00

Unit List **Ext List**
\$0.00 \$0.00

Room/Area Subtotal: \$450.00

Project Subtotal: \$450.00

| Line Item | Product Number | Mfg. | Product Description | Qty | Unit Sell Price | Extended Sell Price |
|----------------------|----------------|------|---------------------|-----|-----------------|---|
| | | | Tax Exempt | | \$0.00 | \$0.00 |
| | | | | | | <div> <div>NATIONAL OMNIA CONTRACT #R191811</div> <div> Unit List Ext List </div> <div> \$0.00 \$0.00 </div> </div> |
| Project Grand Total: | | | | | | \$9,922.80 |

| Line Item | Product Number | Mfg. | Product Description | Qty | Unit Sell Price | Extended Sell Price |
|--------------|-------------------|------|---------------------|-----|--------------------|------------------------|
|--------------|-------------------|------|---------------------|-----|--------------------|------------------------|

TERMS:

Items listed are special order. No Returns. Freight charge added to Final Invoice. Storage fees & full balance due if install delayed by client. Client will not withhold payment on Invoice except for a specific amount of an item not delivered. Warranty on all new furniture items by manufacturer terms only. No Warranty on any used/refurbished or electrical products. Client responsible for certified electrician to connect & inspect electrical. Balance due upon Invoice. Shipments out of state must be prepaid in full. Order on Hold until deposit or prepayment received. 1.5% per month charged on past due balances.

LetourneauKeller / Letourneau Interests, Inc. (LK/LII) not liable for new or used furniture manufacture defects/recalls. LK/LII not liable for any furniture items stored. If insurance required for building, send cert sample how it needs to read.

Approved By:

Signature

Date

Print Name

PO#

Final Invoice sent when product ships/in transit. When received complete at LK dock, delivery scheduled.

Call back to change or reconfigure installation in any way will be additional charge. Additional charges for multi-trip deliveries. All Sales Final. No guarantee on delivery/ship dates. Labor not covered on any warranty and will be billed. All these terms override any customer P.O. terms. Credit Cards add 3.25% Technology fee of total due and require 100% prepaid.

*Final Quote is subject to change pending internal specification audit of Final Client Sign-Off Drawing
Graphic images may not be true to product.*

Project Grand Total: **\$9,922.80**