

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR DESIGN/BUILD SERVICES
CONCESSION STAND FOR BARKER PARK - SOQ 11-077

THIS FIRST AMENDMENT to the Agreement for Design/Build Services is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and ROSENBERGER CONSTRUCTION, L.P., hereinafter referred to as "DESIGN-BUILDER," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and DESIGN-BUILDER entered an agreement for the design and construction of a 2,400 square foot pre-engineered steel building with pre-finished metal roof and wall panels located at Barker Park, Fort Bend County, Texas, hereinafter called the "Work," dated October 25, 2011, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and DESIGN-BUILDER now desire to amend said Agreement as set forth in below.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and DESIGN-BUILDER is hereby amended as follows:

- A. An additional amount not-to-exceed \$30,000.00 (Thirty Thousand Dollars) shall be available for additional services as detailed in Exhibit A, DESIGN-BUILDER's scope of work dated June 6, 2012.
- B. DESIGN-BUILDER'S compensation for the Work shall not exceed \$290,200.00, which includes DESIGN-BUILDER'S compensation under the Agreement in the amount of \$260,200.00 and this First Amendment.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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JUN - - 2012

EXECUTION

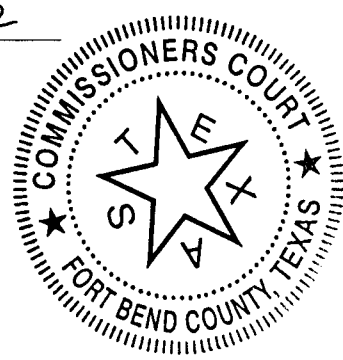
County executes this First Amendment by and through the County Judge acting pursuant to authorization of the Commissioners' Court of Fort Bend County, Texas.

This Amendment shall not become effective until executed by County.

COUNTY:
FORT BEND COUNTY:
By: [Signature]
Robert E. Hebert, County Judge

Date: June 12, 2012

ATTEST:
[Signature]
Dianne Wilson, County Clerk



Approved:
By: [Signature]
Don Brady, County Facilities
Management & Planning Director

Date: 6/7/12

DESIGN-BUILDER:
ROSENBERGER CONSTRUCTION, L.P.

[Signature]
~~Kent Rosenberger, President~~
Steve Salverino, Senior Vice President

Date: June 7, 2012

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 30,000 to pay the obligation of Fort Bend County under this Agreement.

[Signature]
Ed Sturdivant, County Auditor

- Exhibit A: June 6, 2012 Scope of Work provide by Design-Builder
- Exhibit B: October 25, 2011 Design/Build Agreement

Exhibit A



This is a request for Amendment #1 to Contract SOQ 11-077 for scope changes listed below:

Original Estimated Construction Cost (Oct. 3)	\$268,200.00
Add for additional 2,000 TY of fill at building pad	\$11,600.00
Concrete cost increase	\$3,675.00
Additional flood insurance policy for construction in flood zone AE	\$2,000.00
Cost to add range hood and suppression system (\$1,500.00 allowance for stove/hood)	\$4,900.00
Bond increase 2%	\$440.00
Contractor's 8% Fee	\$1,800.00
Contingency	\$5,585.00
Revised Estimated Construction Cost	\$298,200.00
	Price Increase \$30,000.00


Matthew Quina, Project Manager

Date: June 6, 2012