

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS SECOND 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, (the "Agreement") and a First Amendment dated June 12, 2012, (the "First Amendment"), attached hereto as Exhibit B & C, incorporated by reference as if set forth herein verbatim. County and DESIGN-BUILDER now desire to amend said agreements 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 \$2,037.00 shall be available for changes in scope for the Work as detailed in Exhibit A, DESIGN-BUILDER's scope of work dated May 16, 2013.
- B. DESIGN-BUILDER'S compensation for the Work shall not exceed \$292,237.00 which includes DESIGN-BUILDER'S compensation under the Agreement in the amount of \$260,200.00, and additional services provided under the First Amendment in the amount of \$30,000.00.
- 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 and prior amendments remain in full force and effect and have not been modified or amended.
- E. If there is a conflict between this Second Amendment and the Agreement and prior amendments, the provisions of this Second Amendment shall prevail.

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EXECUTION

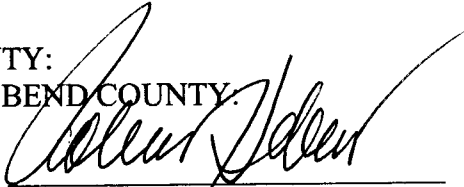
County executes this Second Amendment by and through the County Judge acting pursuant to authorization of the Commissioners' Court of Fort Bend County, Texas.

This Second Amendment shall become effective upon execution by County.

COUNTY:

FORT BEND COUNTY:

By:


Robert E. Hebert, County Judge

Date:

5/28/2013


ATTEST



Dianne Wilson, County Clerk

Approved:

By:


Mike Davis, Director
Parks Department

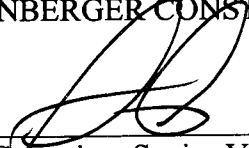
Date:

5/21/2013



DESIGN-BUILDER:

ROSENBERGER CONSTRUCTION, L.P.



Steve Salverino, Senior Vice President

Date: May 17, 2013

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$292,237.00 to pay the obligation of Fort Bend County under this Agreement.


Ed Sturdivant, County Auditor

- Exhibit A: May 16, 2012 Scope of Work provide by Design-Builder
- Exhibit B: October 25, 2011 Design/Build Agreement
- Exhibit C: June 12, 2012 First Amendment

Exhibit A



This is a request for Ammendment #2 to Contract SOQ 11-077 for scope changes listed below:

Original Estimated Construction Cost (Oct 3)	\$260,200
Ammendment #1	\$30,000
Current Contract Amount	\$290,200
Additional Concrete Sidewalk at Back of Concession Stand	\$1,400
Concrete Chamfer at Ramp	\$450
Bond Increase 2%	\$37
Contractor's 8% Fee	\$150
Revised Estimated Construction Cost	\$292,237
Price Increase	\$2,037


Matthew Quinn, Project Manager

Date: May 16, 2013

Matthew Quinn, Project Manager

Date: February 22, 2013