

221

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
DESIGN/BUILD SERVICES PER SOQ 15-071
RECONSTRUCTION AND REPAIR OF FLARES AT LANDFILL**

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 CB&I Environmental & Infrastructure, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Design/Build Services on June 23, 2015, (hereinafter "Agreement") pursuant to SOQ 15-071; and

WHEREAS, the parties desire to amend the Agreement to expand the scope of work include the purchase and installation of certain equipment.

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

1. Services to be rendered under the Agreement shall be amended to add the purchase and installation of equipment as described in the Additional Scope of Work dated July 30, 2015, attached hereto as Exhibit A, and incorporated herein for all purposes.
2. County shall pay Contractor an additional three thousand nine hundred dollars and no/100 (\$3,900.00), for the additional equipment and services to be rendered under this Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred eight thousand six hundred thirty-five dollars and no/100 (\$108,635.00). In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an approved change order.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

Lee Zink
~~Louis Kafani, Product Manager~~ Lee Zink, Project Manager

9-8-2015

Date

9/3/2015

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

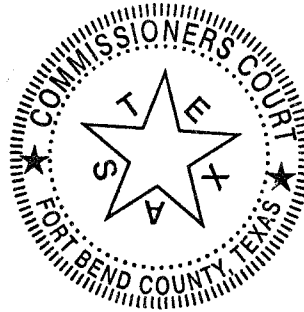
9-08-15

Date

APPROVED:

Richard W. Stolleis, P.E., P.Eng

For Richard W. Stolleis, P.E., County Engineer
RICK J. STAIGLE



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$108,635.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

MDS

EXHIBIT A

CB&I Environmental & Infrastructure, Inc.

LFG Specialties

Additional Scope of Work

Flare System Service
CFT622I6

Prepared for:
Mr. Stacy Slawinski, P.E.
Assistant County Engineer
Fort Bend County
(281) 633-7508
stacy.slawinski@fortbendcountytexas.gov

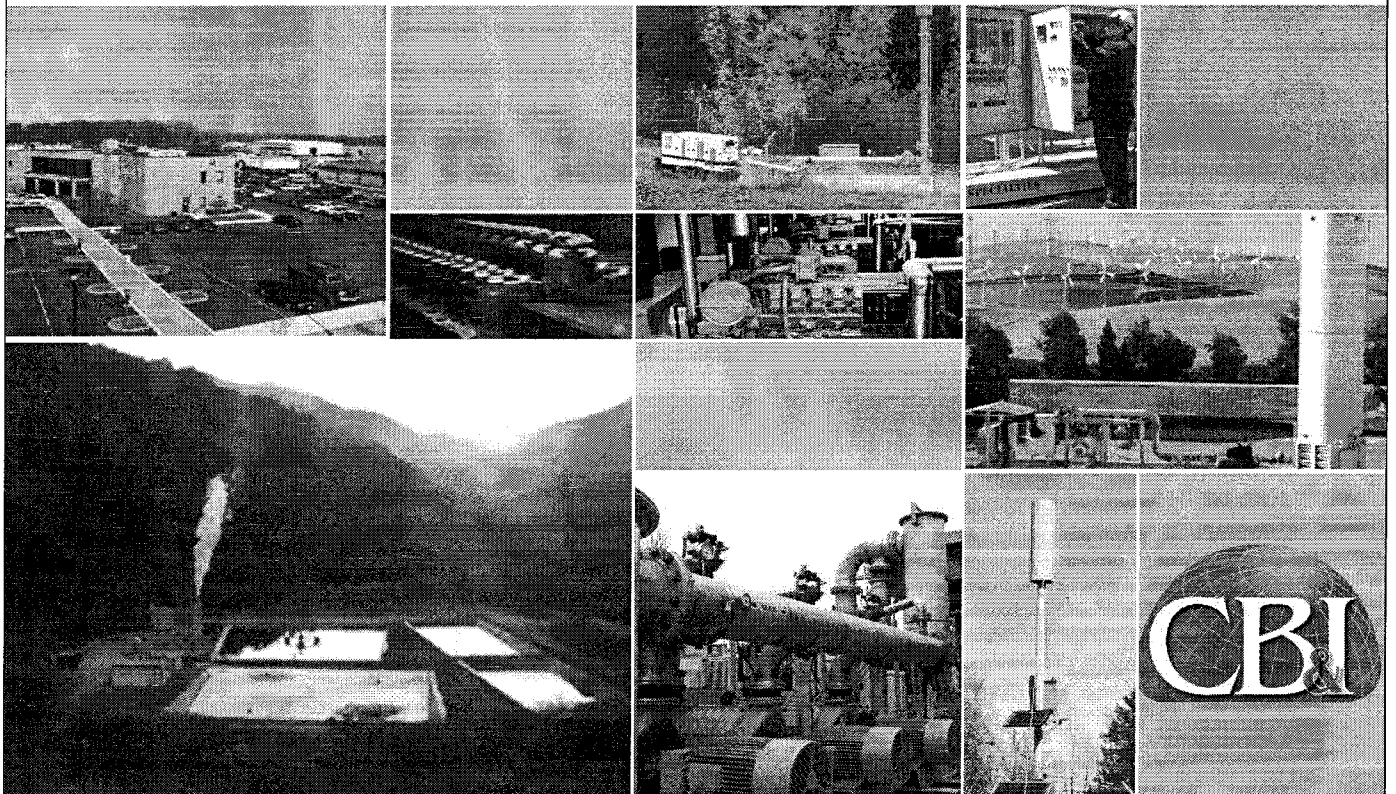
Fort Bend Landfill
Rosenberg, TX

CB&I E&I Sales Agreement #: 031534
Reference #: CO-154933-001

July 30, 2015

Presented by:
Leesha Ginley
Project Manager
LFG Specialties
(419) 424-4913
leesha.ginley@cbi.com

Alternate Contact:
Louis Kalani
Senior Project Manager
LFG Specialties
(419) 425-6299
louis.kalani@cbi.com



This Sales Agreement which includes the Services & Equipment Specification and Terms and Conditions of Service below is entered into on the undersigned date, by and between CB&I Environmental & Infrastructure, Inc. ("CB&I"), a Louisiana corporation, and Fort Bend County (hereinafter "Client").

I. EQUIPMENT SPECIFICATION

Purchaser hereby agrees to purchase from CB&I E&I such Equipment and Services as described in this Agreement per the following and subject to the terms and conditions contained in the Agreement For Design/Build Services Per SOQ 15-071 Reconstruction and Repair of Flares at Landfill ("Agreement"), dated June 23, 2015 between CB&I Environmental & Infrastructure, Inc. and Fort Bend County and incorporated herein by reference subject to the following provisions which shall supersede and override any conflicting provisions in the aforementioned Agreement:

A. Equipment Scope:

1. One 30HP, 3600 RPM, 3-60-230/460V motor to replace the existing motor on site:
 - Inverter duty rated for VFD application
 - Premium Efficiency
 - TEFC Enclosure, 286TS Frame
 - Installation by the LFG Service technician during startup

Price for the motor described in Section A, Item 1, FOB Findlay, OH, excluding tax, is
\$ 3,900.00

Delivery: [2-3] Weeks FRO

Additional Scope of Work
July 30, 2015

Sales Agreement No. 031534
CO-154933-001

The following **CHANGES** are hereby made to the Agreement documents (see section A for a detailed description):

Elected Changes	Equipment Supply - Description	Unit Price	Extended Price
<input type="checkbox"/>	Section A, Item 1, Motor	\$3,900	\$3,900
<input type="checkbox"/>	(Reserved)		
<input type="checkbox"/>	(Reserved)		
<input type="checkbox"/>	(Reserved)		
<input type="checkbox"/>	(Reserved)		
<input type="checkbox"/>	(Reserved)		
<input type="checkbox"/>	(Reserved)		

Total of Elected Changes \$3,900

CHANGE TO AGREEMENT PRICE (Attach Detailed Calculation Sheets)

Original Agreement Price:	<u>\$104,735.00</u>
Current Agreement Price (as adjusted by previous change orders): (additional days and parts requested by site)	<u>\$104,735.00</u>
Total of Elected Changes:	<u>\$3,900.00</u>
New Agreement Price due to this Change Order:	<u>\$108,635.00</u>

CHANGE TO AGREEMENT TIME (attach revised schedule):

Increase or Decrease in Agreement Time (calendar days): See expected delivery times in Section A for each of the elected line items.
New Project completion date will be: See expected delivery times in Section A for each of the elected line items.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the month, day, and year set forth below.

CB&I ENVIRONMENTAL &
INFRASTRUCTURE, INC.

PURCHASER

SIGN: _____
NAME: _____
TITLE: _____
DATE: _____
P.O.#: _____