

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR CONSTRUCTION
 FIFTH STREET COMMUNITY CENTER GYMNASIUM
 RFP 17-024**

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 Frost Construction Company, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Construction of the Fifth Street Community Center Gymnasium on February 7, 2017, (hereinafter "Agreement"), pursuant to RFP 17-024; and

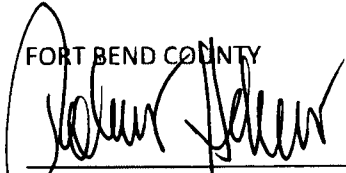
WHEREAS, the parties desire to amend the Agreement to decrease the Maximum Compensation payable to Contractor for the completion of Services under the Agreement.

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

1. County and Contractor hereby agree to a reduction of six thousand seven hundred eighty-one dollars and 70/100 (\$6,781.70), as described in Change Order Number 1 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby reduced to an amount not to exceed one million three hundred eight-one thousand five hundred sixty-eight dollars and 30/100 (\$1,381,568.30), authorized as follows:
 - \$1,388,350.00 under the Agreement; and
 - \$6,781.70 as reduced under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. Certain State Law Requirements for Contracts
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed and effective on the date signed by the final party.

FORT BEND COUNTY


Robert E. Hebert, County Judge

9-25-2018

Date

FROST CONSTRUCTION COMPANY, INC



Authorized Agent - Signature

Scott Frost

Authorized Agent - Printed Name

President

Title

9-2-18

Date

APPROVED:



James Knight
Facilities Management/Planning Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,381,568.³⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



AIA®

Document G701™ – 2001

Change Order

PROJECT: *(Name and address)*
 Fifth Street Gym - Ft Bend Cty
 3110 Fifth Street
 Stafford, TX 77477

CHANGE ORDER NUMBER: 1

OWNER

DATE: 9/5/18

ARCHITECT

ARCHITECT'S PROJECT NUMBER:

CONTRACTOR

TO CONTRACTOR: *(Name and address)*
 Frost Construction Company, Inc.
 8820 Will Clayton Pkwy, Ste. H
 Humble, TX 77338

CONTRACT DATE:

FIELD

CONTRACT FOR:

OTHER

Contractor's JobId: F545

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
To credit Contingency Allowance balance.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,388,350.00
The net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,388,350.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	-6,781.70
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	1,381,568.30
The Contract Time will be (increased) (decreased) (unchanged) by unchanged (0) days		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*
 16115 Bowie Ridge Lane
 Houston, TX 77053

CONTRACTOR *(Firm name)*
 8820 Will Clayton Pkwy, Ste. H
 Humble, TX 77338

OWNER *(Firm name)*
 301 Jackson Street, Suite 301
 Richmond, TX 77469

ADDRESS

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

(Typed name)

Scott Frost
(Typed name)

(Typed name)

DATE

September 5, 2018
DATE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**AIA**[®]

Document G701[™] – 2001 Instructions

Change Order

GENERAL INFORMATION

Purpose

AIA Document G701 is for implementing changes in the Work agreed to by the Owner, Contractor and Architect. Execution of a completed G701 indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

Reproductions

This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G701, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

COMPLETING THE G701 FORM

Description of Change in the Contract

Insert a detailed description of the change or reference specific exhibits describing, in detail, the change to be made in the Contract by this Change Order. Include any drawings, specifications, documents or other supporting data to clarify the scope of the change.

Determination of Costs

Insert in the blanks provided, or strike out the terms in parentheses that do not apply, the original Contract Sum or Guaranteed Maximum Price; the net change by previously authorized Change Order (note that this does not include changes authorized by Construction Change Directive unless such changes were subsequently agreed to by the Contractor and recorded as a Change Order); the Contract Sum or Guaranteed Maximum Price prior to this Change Order; the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

Change in Contract Time

Insert in the blanks provided, and strike out the unused terms in parentheses, the amount (in days) of the increase or decrease, if any in the Contract Time. Also insert the date of Substantial Completion, including any adjustment effected by this Change Order.

EXECUTION OF THE DOCUMENT

When the Owner and Contractor, in occurrence with the Architect, have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701 document should be executed in triplicate by the two parties and the Architect, each retaining an original.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Frost Construction Co., Inc.
 Humble, TX United States

Certificate Number:
 2018-402527

Date Filed:
 09/11/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
 09/25/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R17-024
 Amendment of construction of 5th Street Gym

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Frost Construction Company, Inc.	Humble, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)