

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR CONSTRUCTION
 PINNACLE AQUATIC FITNESS CENTER
 RFP 17-025**

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 – Pinnacle Aquatic Fitness Center on February 7, 2017, (hereinafter "Agreement") pursuant to RFP 17-025; and

WHEREAS, the parties desire to amend the Agreement to increase the total Maximum Compensation for the completion of the Services to be provided under the Agreement.

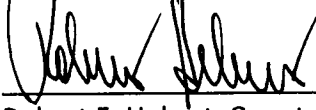
NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional forty-eight thousand nine hundred ninety-three dollars and 39/100 (\$48,993.39), as reflected in Contractor's Change Order Number 1 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million six hundred forty-eight thousand one hundred three dollars and 39/100 (\$1,648,103.39), authorized as follows:
 - \$1,599,110.00 under the Agreement; and
 - \$48,993.39 under this Amendment;
3. In no case shall the amount paid by County for all Services under the Agreement or this Amendment exceed the Maximum Compensation without written agreement executed by both 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.

FORT BEND COUNTY


Robert E. Hebert, County Judge

FROST CONSTRUCTION COMPANY, INC

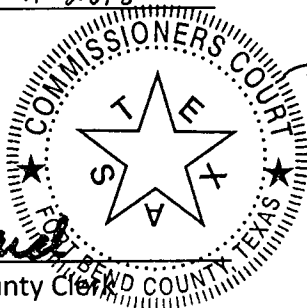

Authorized Agent - Signature

Date 12-11-2018

Scott Faust
Authorized Agent - Printed Name

ATTEST:

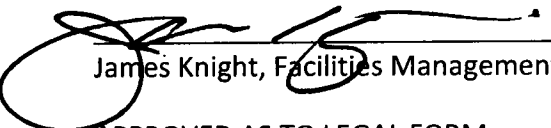

Laura Richard, County Clerk



President
Title

11-27-18
Date

APPROVED:

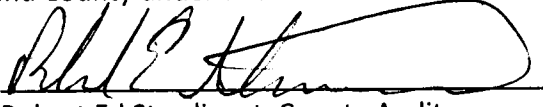

James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,648,103.³⁹ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\Pinnacle Aquatic Fitness Center\Amend 1 - Construction.Pinnacle Aquatic Ctr.Frost.docx.11/27/2018

Amendment to Agreement for Construction - Pinnacle Aquatic Fitness Center

RFP 17-045

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EXHIBIT A



AIA Document G701™ – 2001

Change Order

PROJECT: *(Name and address)*
Pinnacle Aquatics-Ft Bend Cty
5525 Hobby Road
Houston, TX 77053

CHANGE ORDER NUMBER: 1

OWNER

DATE: 11/19/18

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: F546

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

CP 6R	\$11,066.47
CP 8R-1	\$18,016.04
CP 15	\$7,644.68
CP 16	\$1,201.63
CP 17	\$7,564.57
Contingency	\$3,500.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	<u>1,599,110.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	<u>1,599,110.00</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	<u>48,993.39</u>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	<u>1,648,103.39</u>
The Contract Time will be (increased) (decreased) (unchanged) by	(TBD)	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.

Archi*Technics/3, Inc.
ARCHITECT *(Firm name)*
16115 Bowie Ridge Lane
Houston, TX 77053

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

Fort Bend County Facility Mgmt & Plannin
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

DATE 11-26-18

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

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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

Certificate Number:
 2018-428779

Date Filed:
 11/28/2018

Date Acknowledged:
 12/11/2018

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

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

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.

R 17-025
 Amendment to Pinnacle Aquatics

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)