

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
 CONSTRUCTION – JUSTICE CENTER EXPANSION
 RFP 17-037**

THIS SECOND 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 Brookstone, LP, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

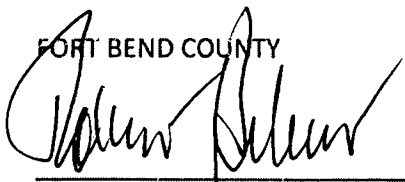
WHEREAS, the parties executed and accepted that certain Agreement for Construction on February 14, 2017, (hereinafter "Agreement") pursuant to RFP 17-037, as amended by document executed on April 3, 2018, (hereinafter "Amendment"); and


WHEREAS, the parties desire to further amend the Agreement to reflect refund of unused Owner Contingency and decrease the total Maximum Compensation for the provision of Services under the Agreement.

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

1. County shall reduce the amount payable to Contractor by one hundred thirty-five thousand six hundred eighty-eight dollars and 00/100 (\$135,688.00), for the Justice Center expansion, courtroom buildout, new grand jury and a new law library as described in Contractor's Change Order Number 2 dated December 10, 2018 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby decreased to an amount not to exceed twenty-two million five hundred eighty-five thousand four hundred seventy-seven dollars and 00/100 (\$22,585,477.00), authorized as follows:
 - \$20,447,000.00 under the Agreement;
 - \$2,274,165.00 under the Amendment; and a
 - \$135,688.00 reduction under this Second 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 written agreement executed by both parties.

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


FORT BEND COUNTY

Robert E. Hebert, County Judge

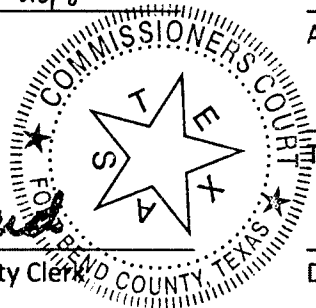
BROOKSTONE, LP
By: Brookstone Management, LLC

Authorized Agent – Signature

12-18-2018
Date

RYAN BUSKING
Authorized Agent – Printed Name

ATTEST:


Laura Richard, County Clerk



VICE PRESIDENT
Title

12/11/18
Date

APPROVED:

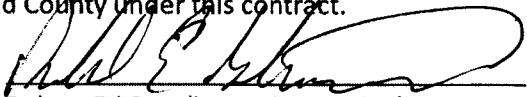

James Knight, Facilities Management/Planning Director

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 \$ 22,585,477 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\Justice Center\Amend 2 - Justice Center.Brookstone.docx.12/11/2018

EXHIBIT A

**CHANGE
ORDER**

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

AIA DOCUMENT G701

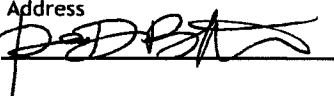
PROJECT: Fort Bend County Justice Center Expansion	CHANGE ORDER NUMBER: 002	DATE: 12/10/18
TO CONTRACTOR: Brookstone, LP 3715 Dacoma, Houston, TX 77092	ARCHITECT'S PROJECT NO.:	CONTRACT DATE: 2/14/17
The Contract is changed as follows:		CONTRACT FOR: General Construction


Runfund unused Owner Contingency for Justice Center Expansion, Courtroom Buildout, new Grand Jury and new Law Library. Clarifications and allowances noted on the attached backup.


Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	<u>\$20,447,000</u>
Net change by previously authorized Change orders	<u>\$2,291,644</u>
The Contract Sum prior to this Change order was	<u>\$22,738,644</u>
The Contract Sum will be (decreased)	
by this Change Order in the amount of	<u>(\$135,688)</u>
The new Contract Sum including this Change order will be	<u>\$22,602,956</u>

The Contract Time will be unchanged by	0
The date of Substantial Completion as of the date of this Change Order therefore is	11/1/2018

PGAL
ARCHITECT
3131 Briarpark Drive, Houston, TX 77042
Address

BY PAUL D. BONNETTE

Brookstone, LP
CONTRACTOR
3715 Dacoma, Houston, TX 77092
Address

BY Ryan Busking

Fort Bend County
OWNER
301 Jackson Street, Richmond, TX
Address

BY JAMES KNIGHT

DATE 12/11/18

DATE _____

DATE 12.16.18

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:
2018-432575

Date Filed:
12/11/2018

Date Acknowledged:
12/19/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brookstone, LP
Houston, 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.
R17-037
Change order to Justice Center expansion project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dishman, Steve	Houston, 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)