

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

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 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, as amended by document executed on December 11, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further 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 two hundred fifteen dollars and 83/100 (\$48,215.83), as reflected in Contractor's Change Order Number 2 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 ninety-six thousand three hundred nineteen dollars and 22/100 (\$1,696,319.22), authorized as follows:
 - \$1,599,110.00 under the Agreement
 - \$48,993.39 under the Amendment; and
 - \$48,215.83 under this Second 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.

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

Second Amendment to Agreement for Construction – Pinnacle Aquatic Fitness Center
 RFP 17-045
 Page 1 of 2

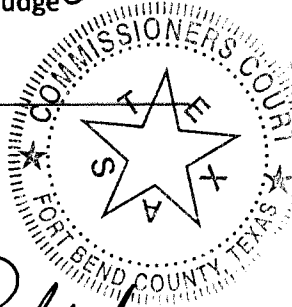
FORT BEND COUNTY

FROST CONSTRUCTION COMPANY, INC

KP George
KP George, County Judge

Jeff Frost
Authorized Agent - Signature

3-26-2019
Date



Scott Frost
Authorized Agent - Printed Name

ATTEST:

President
Title

Laura Richard
Laura Richard, County Clerk

3-20-19
Date

APPROVED:

James Knight
James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,696,319.⁰² to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\Pinnacle Aquatic Fitness Center\Amend 2 - Construction.Pinnacle Aquatic Ctr.Frost.docx.3/19/2019

EXHIBIT A

AIA[®] Document G701[™] – 2001

Change Order

PROJECT: <i>(Name and address)</i> Pinnacle Aquatics-Ft Bend Cty 5525 Hobby Road Houston, TX 77053	CHANGE ORDER NUMBER: 2 DATE: 2/6/19 ARCHITECT'S PROJECT NUMBER:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Frost Construction Company, Inc. 8820 Will Clayton Pkwy, Ste. H Humble, TX 77338	CONTRACT DATE: CONTRACT FOR:	
Contractor's JobId: F546		

The Contract is changed as follows:

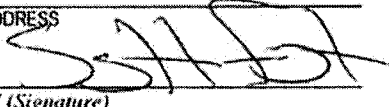
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

CP 18	\$3,886.42
CP 19	\$5,933.78
CP 20	\$3,662.12
CP 21	\$25,408.45
CP 22	\$675.20
CP 23	\$5,149.86
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>48,993.39</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ <u>1,648,103.39</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ <u>48,215.83</u>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ <u>1,696,319.22</u>
The Contract Time will be (increased) (decreased) (unchanged) by	(48) days
The date of Substantial Completion as of the date of this Change Order therefore is	5/3/2019

(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.

ArchiTechnics/3, Inc. ARCHITECT <i>(Firm name)</i> 16115 Bowie Ridge Lane Houston, TX 77053 ADDRESS BY <i>(Signature)</i> _____ (Typed name) DATE	Frost Construction Company, Inc. CONTRACTOR <i>(Firm name)</i> 8820 Will Clayton Pkwy, Ste. H Humble, TX 77338 ADDRESS  BY <i>(Signature)</i> _____ Scott Frost (Typed name) 02/27/2019 DATE	Fort Bend County Facility Mgmt & Plannin OWNER <i>(Firm name)</i> 301 Jackson Street, Suite 301 Richmond, TX 77469 ADDRESS BY <i>(Signature)</i> _____ (Typed name) 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. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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 Company, Inc.
 Humble, TX United States

Certificate Number:
 2019-465762

Date Filed:
 03/20/2019

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:
 03/26/2019

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
 2nd Amendment to Pinnacle Aquatic Fitness Center

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)