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**SECOND AMENDMENT TO AGREEMENT FOR  
CONSTRUCTION OF THE NORTH LIBRARY – PRECINCT 3**

(Flintco, LLC - RFP 21-067)

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Flintco, LLC (“Contractor”), a limited liability company duly authorized to conduct business in the state of Texas. County and Contractor are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on June 8, 2021 (the "Agreement") for construction of the North Library located in Precinct 3 of Fort Bend County pursuant to RFP 21-067; and

WHEREAS, the Agreement was subsequently amended March 8, 2022; and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, and to extend the time for performance.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended and modified as follows:

1. **Scope of Services.** County shall pay Contractor an additional Four Hundred Twelve Thousand One Hundred Sixty Five and 57/100 Dollars (\$412,165.57) for the performance and completion of additional services as described in Contractor's Estimate dated January 4, 2023 (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Twelve Million Five Hundred Ninety Two Thousand One Hundred Sixty Five and 57/100 Dollars (\$12,592,165.57) authorized as follows:

\$11,980,000.00 under the Agreement  
\$200,000.00 under the First Amendment  
\$412,165.57 under this Second Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Twelve Million Five Hundred Ninety Two Thousand One Hundred Sixty Five and 57/100 Dollars (\$12,592,165.57) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Twelve Million Five Hundred Ninety Two Thousand One Hundred Sixty Five and 57/100 Dollars (\$12,592,165.57).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County. Substantial completion shall be extended to April 20, 2023. Contractor shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto, within this time or within such additional time as may be extended by County.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
7. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**



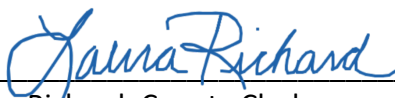
County Judge KP George

January 24, 2023

Date



**ATTEST:**



Laura Richard, County Clerk

**FLINTCO, LLC**



Authorized Agent – Signature

Joel Lester

Authorized Agent- Printed Name

VP Area Manager

Title

1/18/2023

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 12,592,165.57 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,  
County Auditor



## EXHIBIT A-2

1/4/2023

Fort Bend County  
301 Jackson  
Richmond, TX. 77469

RE: Fort Bend County – North Library  
Change Order #2

Dear Mr. Knight,

The following is a further breakdown of the Change Event (“CE”) costs summarized in the included Change Events log. The cost breakdowns are based on subcontractor and vendor proposals as well as estimated costs:

CE# 026 Audio Visual Technology Coordination

\$19,289.66	Audio Visual Technologies Group
<u>\$1,928.97</u>	Flintco Markup

**\$21,218.63                      Total**

Note/Comment

This pricing is currently under review by AGCM/FBC.

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CE# 062 ASI 006 – Tile and Carpet Scope Changes

\$20,984.00	Aspen Flooring
\$1,339.11	Intex Flooring
<u>\$2,232.31</u>	Flintco Markup

**\$24,555.42                      Total**

Note/Comment

ST-1 tile is onsite. Pricing proposal pending finalization and submission.

\*\*\*\*\*

CE# 068 RFI 090 Curtain Wall Support at Front Entrance

\$2,274.87	MSD Corporation
\$2,695.00	Vital Erectors
\$1,823.00	Southeast Drywall
\$936.00	FireProof Contractors
<u>\$772.89</u>	Flintco Markup

**\$8,501.76                      Total**

Note/Comment

This pricing is currently under review by AGCM/FBC.

\*\*\*\*\*

CE# 081 RFI 100 Stair #3 Handrail Transition and Support



\$1,495.00	Gulf Coast Railings
<u>\$149.50</u>	Flintco Markup

<b>\$1,644.50</b>	<b>Total</b>
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Note/Comment

Pricing proposal pending finalization and submission.

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CE# 083 RFI 098 Outdoor Reading Area Exterior Wall Interface with Curtainwall

\$7,038.00	Southeast Drywall
\$7,038.00	MS Glass
\$1,839.00	Fireproof Contractors
<u>\$1,591.50</u>	Flintco Markup

<b>\$17,506.50</b>	<b>Total</b>
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Note/Comment

Pricing proposal pending finalization and submission.

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CE# 094 Additonal Sealants at Caststone and Chiller/Dumpster Yard Masonry, Window/Stone Interface

\$7,000.00	Fireproof Contractors
<u>\$700.00</u>	Flintco Markup

<b>\$7,700.00</b>	<b>Total</b>
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Note/Comment

Estimated Rough Order of Magnitude

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CE# 099 Structured Cabling Material Increase

\$30,641.00	Genesis
<u>\$3,064.10</u>	Flintco Markup

<b>\$33,705.10</b>	<b>Total</b>
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Note/Comment

Current pricing has 60-day price guarantee

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CE# 101 Audio Video Equipment Material Availability

\$14,278.92	Audio Visual Technologies Group
<u>\$1,427.89</u>	Flintco Markup

<b>\$15,706.81</b>	<b>Total</b>
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Note/Comment

This pricing is currently under review by AGCM/FBC.

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CE# 104 RFI 096 CenterPoint Electrical Service

\$29,512.81	Gonzales Commercial Electric
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\$(5,862.42) Andrade  
\$2,365.04 Flintco Markup

**\$26,015.43 Total**

Note/Comment

Credit for proposed transformer pad will be submitted separately with the addition of the CT-Can Rack foundation is provided.

\*\*\*\*\*

CE# 106 ASI 005 – Electrical and Data Changes

\$5,007.88 Gonzales Commercial Electric  
\$500.78 Flintco Markup

**\$5,508.66 Total**

Note/Comment

Pricing proposal pending finalization and submission.

\*\*\*\*\*

CE# 108 Structured Wiring Cable Tray Design and Installation at Corridor Areas

\$45,791.00 Genesis  
\$4,579.10 Flintco Markup

**\$50,370.10 Total**

Note/Comment

Price valid until 01/10/2023

\*\*\*\*\*

CE# 109 3 Months of Extended General Conditions Due to Project Delay

\$178,603.86 Flintco  
\$0.00 Flintco Markup – N/A

**\$178,603.86 Total**

Note/Comment

This is an estimate cost for the period 10/20/2022 through 1/20/2023. See attached Extended GC matrix sheet for reference.

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CE# 110 RFI 122 Wall Framing for Ladder at Stair 1

\$1,449.00 Southeast Drywall  
\$144.90 Flintco Markup

**\$1,593.90 Total**

Note/Comment

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CE# 112 Temporary Water and Pump for HVAC

\$6,364.00	Kilgore
<u>\$636.00</u>	Flintco Markup

**\$7,000.00 Total**

Note/Comment

Allowance to provide temporary water to chiller system.

\*\*\*\*\*

CE# 114 RFI 124 and 125 Landscaping, Irrigation, and Ext. Lighting Revisions

(\$4,000.00)	Gonzales Commercial Electric
(\$5,556.00)	Houston Landscaping Unlimited
<u>(\$956.00)</u>	Flintco Markup

**(\$10,512.00) Total**

Note/Comment

Pricing proposal credit pending finalization and submission.

Sleeves already installed across the proposed road that is to serve library

\*\*\*\*\*

CE#117 RFI#123: RFI-123 - Electrical - Power/Data to and Location of BAS Panels

\$2,723.00	Gonzales Commercial Electric
<u>\$227.00</u>	Flintco Markup

**\$2,500.00 Total**

Note/Comment

Estimated Rough Order of Magnitude. Pricing pending revised RFI response to show circuitry for panels.

\*\*\*\*\*

CE#118 Mechanical Room 234 Wall Revision

\$1,679.00	Southeast Drywall
<u>\$167.90</u>	Flintco Markup

**\$1,846.90 Total**

Note/Comment

Pricing proposal pending finalization and submission.

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CE# 119 RFI 127 CT Can Rack Foundation

\$4,000.00	Andrade
<u>\$400.00</u>	Flintco Markup

**\$4,400.00 Total**

Note/Comment





Estimated Rough Order of Magnitude. Pending RFI response.

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CE# 120 Temporary Road Maintenance

\$5,000.00 Flintco  
\$500.00 Flintco Markup

**\$5,500.00 Total**

Note/Comment

Estimated Rough Order of Magnitude for 20 CY crushed concrete and skid steer rental

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CE# 121 Temporary Electric: October 2022 through end of January 2023

\$8,000.00 Flintco  
\$800.00 Flintco Markup

**\$8,800.00 Total**

Note/Comment

Estimated Rough Order of Magnitude based on received and estimated future costs

**TOTAL OF ALL CHANGE EVENTS ABOVE \$412,165.57**

Flintco requests an amendment to the current contract amount of \$12,180.00.00 for an additional \$412,165.57 in owner contingency for a total contract value of \$12,592,165.57. The Project Substantial completion date will be adjusted to 4/20/2023. All requests for use of these additional Contingency funds shall be formally submitted by Flintco and approved by Fort Bend County.

Please provide your written approval by signing in the space indicated below and return a copy for our record. If you should have any questions regarding this change proposal request, please feel free to contact me at 281-217-5936.

Sincerely,

Lai Nilson

Senior Project Manager

Huitt-Zollars

Signature

Approved:

1/4/2023

Date

Fort Bend County

Signature

Approved:

1.5.23

Date

12/16/2022

**Project: Fort Bend North Library**

**Estimated Monthly Extended General Conditions**

Description	Unit	Rate	Qty	Subtotal
PRINTER/COPIER	LS	\$14.50	1	\$14.50
POSTAGE/FEDEX	LS	\$47.00	1	\$47.00
OFFICE SUPPLIES	LS	\$17.45	1	\$17.45
TEMP TRAILER ELECTRIC	GAL	\$3.03	727.2	\$3,000.00
TEMP FIRE PROTECTION	LS	\$23.00	1	\$23.00
TEMP INTERNET	LS	\$335.00	1	\$335.00
TEMP WATER	LS	\$25.00	1	\$25.00
FIELD OFFICES	LS	\$556.00	1	\$556.00
TEMP TOILETS	LS	\$745.00	1	\$745.00
TEMP FENCING-VIKING FENCING	LS	\$75.00	1	\$75.00
TEMP FENCING-VIKING FENCING	LS	\$755.00	1	\$755.00
SAFETY SUPPLIES		\$85.00	1	\$85.00
ICE, CUPS & BARRELS	LS	\$45.00	1	\$45.00
SMALL TOOLS & EQUIPMENT	LS	\$850.00	1	\$850.00
TRUCK RENTAL	LS	\$1,404.00	1	\$1,404.00
FUEL	LS	\$505.00	1	\$505.00
EROSION CONTROL	LS	\$105.00	1	\$105.00
EROSION CONTROL	LS	\$325.00	1	\$325.00
CELL PHONES	LS	\$220.00	1	\$220.00
PROJECT PERSONNEL	LS	\$32,000.00	1	\$32,000.00
ICT MONTHLY CHARGE	LS	\$3,050.00	1	\$3,050.00
FOREMAN-LABORER	LS	\$7,740.00	1	\$7,740.00
			<b>Subtotal</b>	<b>\$51,921.95</b>
BLDERS RISK INS	LS			\$4,388.29
INSURANCE	LS			\$441.34
SUB DEFAULT INS	LS			\$0.00
BONDS	LS			\$493.26
			<b>Subtotal</b>	<b>\$57,244.83</b>
FEE-OVERHEAD/PROFIT				\$2,289.79
			<b>Total</b>	<b>\$59,534.62</b>

This estimate excludes any costs from suppliers, subcontractors, or vendors that might have additional cost for project extension. Any such costs will be submitted separately

\*Pricing presumes electrical power service provided on or before 1/20/2023 by Others. Fire/domestic water taps and meters, and sanitary services provided on or before 2/28/2023 by Others.

# 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.**

Flintco Construction  
Houston, TX United States

**Certificate Number:**  
2023-973132

**Date Filed:**  
01/18/2023

**Date Acknowledged:**  
01/24/2023

**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.**

21-FAC-100859  
New construction of public library building and site

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kovar, Jamie	Richmond, 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)