

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIRD AMENDMENT TO AGREEMENT FOR CONSTRUCTION OF LINEAR JAIL RENOVATIONS

(Teal Construction Company – RFP 21-078)

THIS THIRD AMENDMENT (“Third Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Teal Construction Company (“Contractor”), a Texas Corporation. 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 July 27, 2021 (the “Agreement”) for the construction of linear jail renovations of the Fort Bend County Jail pursuant to RFP 21-078; and

WHEREAS, the Agreement was subsequently amended on February 2, 2022 (“First Amendment”) and July 5, 2022 (“Second Amendment”); and

WHEREAS, by execution of this Third 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 otherwise ratify and confirm all the terms and conditions as set forth therein.

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

1. **Scope of Services.** County shall pay Contractor an additional Seven Thousand Five Hundred Thirty One and 70/100 Dollars (\$7,531.70) for the performance and completion of additional services as described in Contractor’s Letter dated January 18, 2021 (the “Services”) and Change Order #3 attached hereto as Exhibit “A-3” 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 Four Million Ninety Thousand Four Hundred Seventeen and 70/100 Dollars (\$4,090,417.70) authorized as follows:

\$3,424,603.00 under the Agreement
 \$297,011.00 under the First Amendment
 \$361,272.00 under the Second Amendment
 \$7,531.70 under this Third 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 Four Million Ninety Thousand Four Hundred Seventeen and 70/100 Dollars (\$4,090,417.70) 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 Four Million Ninety Thousand Four Hundred Seventeen and 70/100 Dollars (\$4,090,417.70).

3. **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.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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.
6. **Modifications and Conflict.** Except as modified herein, the Agreement 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 Third Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY, TEXAS



County Judge KP George

KP George, County Judge

March 7, 2023

Date



ATTEST:



Laura Richard, County Clerk

TEAL CONSTRUCTION COMPANY



Authorized Agent – Signature



Authorized Agent- Printed Name



Title



Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 4,090,417.70 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,
County Auditor

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EXHIBIT A-3

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address) FBC Jail Repairs & Renovations 1410 Williams Way Blvd Richmond Tx 77469	CONTRACT INFORMATION: Contract For: General Construction Date: 8/13/2021	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 1.12.2023
OWNER: (Name and address) Fort Bend County 301 Jackson St Suite 301 Richmond Tx 77469	ARCHITECT: (Name and address) STOA Architects 6001 Savoy, Suite 100 Houston Tx 77036	CONTRACTOR: (Name and address) Teal Construction Company 1335 Brittmoores Rd Houston Tx 77043

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


See backup for detailed breakdown

The original Contract Sum was	\$ 3,424,603.00 ✓
The net change by previously authorized Change Orders	\$ 658,283.00 ✓
The Contract Sum prior to this Change Order was	\$ 4,082,886.00 ✓
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,531.70 ✓
The new Contract Sum including this Change Order will be	\$ 4,090,417.70 ✓

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be December 30 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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.

STOA Architects ARCHITECT (Firm name)	Teal Construction Company CONTRACTOR (Firm name)	Fort Bend County OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
C.C. LEE, R.A., AIA PRINTED NAME AND TITLE	Harrison Cardiff, Project Manager PRINTED NAME AND TITLE	JAMES KNIGHT PRINTED NAME AND TITLE
1/18/2023 DATE	1/23/2023 DATE	1.24.23 DATE



Teal Construction Company Construction Managers · General Contractors | 1335 Brillmoore Rd, Houston, TX 77043 | P: 713-465-8306 F: 713-465-9837

Fort Bend County Linear Jail Renovations

Change Order #03

Additional Power to TV's & Enclosures requested by Jail Personnel

Description T&M Tickets	Cost
Ticket #9754	\$2,890.80
Ticket #9755	\$1,676.40
Ticket #9761	\$777.70
Ticket #9760	\$2,186.80
Sum of Tickets	\$7,531.70

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.
 Teal Construction Company
 houstonHouston, TX United States

Certificate Number:
 2023-981026

Date Filed:
 02/08/2023

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

Date Acknowledged:
 03/07/2023

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-100969-A3
 Third Amendment of Agreement for additional construction services pursuant to RFP 21-078

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

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)