

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR GENERAL CONTRACTOR SERVICES FOR THE
 CONSTRUCTION OF PRECINCT 3 ANNEX
 (CRAIN GROUP, LLC – RFP 23-026)**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Crain Group, LLC, ("Contractor"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for General Contractor Services for construction of an annex office building for Precinct 3, on or about April 25, 2023, pursuant to RFP 23-026, (the "Agreement"), and incorporated fully by reference for all purposes, to construct a 25,145 square foot annex office building, located at 151 Stadium Drive, Sugar Land, Texas 77498 (the "Services"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree to amend the Agreement as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Contractor shall provide additional Services as described in Contractor's Change Order, dated May 16, 2024, and attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-1 is \$36,740.00. The Limit of Appropriation payable to Contractor for Services rendered under the Agreement is hereby increased to an amount not to exceed \$8,553,270.00, authorized as follows:

\$8,516,530.00 under the Agreement; and
 \$ 36,740.00 under this Amendment.

In no case shall the amount paid by County for all product and/or Services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

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. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

(Execution Page Follows)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George

KP George, County Judge

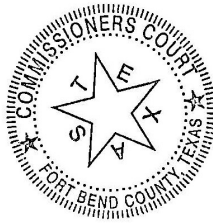
CRAIN GROUP, LLC

John Green

Authorized Agent - Signature

June 11, 2024

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

John Green

Authorized Agent- Printed Name

Executive Vice President

Title

6.5.24

Date

APPROVED:

James Knight

James Knight, Facilities Management/
Planning Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 8,553,270.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A-1: Contractor's Change Order, dated May 16, 2024.

I:\AGREEMENTS\2024 Agreements\Facilities\Crain Group, LLC (23-Fac-100698-A1)\Amendment to Agreement for General Contractor Services for Precinct 3 Annex.docx DRP

EXHIBIT A-1

AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address): FBC Precinct 3 Annex 151 Stadium Drive, Sugarland, Texas 77498	CHANGE ORDER NUMBER: 01 DATE: 5/16/2024	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Crain Group LLC 3801 Knapp Road, Pearland, Texas 77581	ARCHITECT'S PROJECT NUMBER: NA CONTRACT DATE: 5/2/2023 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

This Change Order includes the cost to furnish and install live oak trees according to the landscape drawings, repair drywall after adding whips for furniture at transaction windows, frame, waterproof, and stucco openings architectural louver openings.

The original Contract Sum was	\$ 8,516,530.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 8,516,530.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 36,740.00
The new Contract Sum including this Change Order will be	\$ 8,553,270.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 5/31/24

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.

Autoarch Architects ARCHITECT (Firm name) 6200 Savoy Dr. Houston, Texas 77036 ADDRESS BY (Signature) (Typed name) DATE	Crain Group LLC CONTRACTOR (Firm name) 3801 Knapp Road, Pearland, Texas 77581 ADDRESS BY (Signature) John Green (Typed name) 5/24/24 DATE	Fort Bend County OWNER (Firm name) 301 Jackson Street, Richmond, Texas 77469 ADDRESS BY (Signature) (Typed name) DATE
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JB



Change Order #1

5/22/2024

PROJECT:

FBC Precinct 3 Annex
151 Stadium Drive
Sugarland, Texas

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
1 Furnish and install (28) 4" caliper live oak trees	1	ls	25,900.00	25,900.00	
2 Drywall repair at added outlets in county clerk	1	ls	1,250.00	1,250.00	
3 Remove architectural louvers and close in openings at North and South Eave	1	ls	6,250.00	6,250.00	
Subtotal				33,400.00	\$33,400.00
Crain Group OH & P				10%	\$3,340.00
Grand Total					\$36,740.00

Owner Contingency:	
Balance Prior to this CPR	\$0.00
Current Balance	\$0.00

QUALIFICATIONS:

- 1 See attached Subcontractor Proposal

APPROVED BY: _____

DATE: _____

PS



PREMIER COMMERCIAL LANDSCAPING DESIGN LLC

WE OWN THE TREE FARM

3927 Austin pass
katy Tx, 77494
713-297-1116

tamer6626@yahoo.com
ARCH/713-9523366

PROJECT MANAGER
Tamer Hassan (713) 297-1116

LIVE OAK TREE PROPOSAL

TO **CRAIN GROUP LLC**

Email: tbourgeois@craingroup.com
Phone: 713-436-8727

FORT BEND COUNTY PRECINCT 3 ANNIEX

SUGAR LAND

BID DATE
5/14/2024

PAGES
1 of 1

We hereby propose to furnish the material and perform the labor necessary for the completion of:

LANDSCAPING SCOPE

QTY	UoM	DESCRIPTION	UNIT PRICE	LINE TOTAL
28		live oak 4" CAL B&B 12-14'	825	\$23,100.00
		OR		
28		live oak 2" cal 30 gal 6-8'	325	\$9,100.00
1		Landscape Labor	2800.00	\$2,800.00
1		Landscaping Total		

Sheets/Date:

GATION SC

1

Irrigation Total

\$-

*Note: The
Estimate includes
a complete
system except for
the Water Meter.

TOTAL BASE BID

13

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.

Crain Group, L.L.C.
Pearland, TX United States

Certificate Number:
2024-1171103

Date Filed:
06/05/2024

Date Acknowledged:
06/11/2024

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.

RFP 23-026
Amendment to Agreement for General Contractor Services for the Construction of Precinct 3 Annex

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