

FORM 132.M
(Approving/Authorizing)

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- (✓) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

(✓) *To establish the final design phases*
 Other - ~~Grant Funds Available~~ *Ronald C. Polk*

Date: 10-14, 2014 *me* *de* *hls* City Controller of the City of Houston, Texas

FUND REF: AVA-1200- AMOUNT: - 0 - ENCUMB. NO.: NF 12021-15

City of Houston, Texas Ordinance No. 2014-932

AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO A DESIGN/BUILD CONTRACT BETWEEN THE CITY OF HOUSTON AND BARTLETT COCKE GENERAL CONTRACTORS, LLC FOR FIRE STATION NO. 67 EXPANSION AND RENOVATION (APPROVED BY ORDINANCE 2013-0784); CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

FORM 132.M
(Approving/Authorizing)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

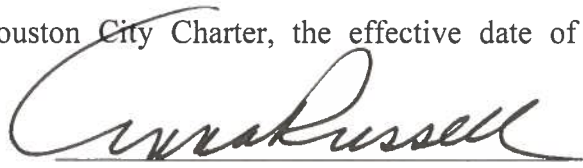
Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 15th day of October, 20 14.

APPROVED this _____ day of _____, 20 _____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 21 2014.



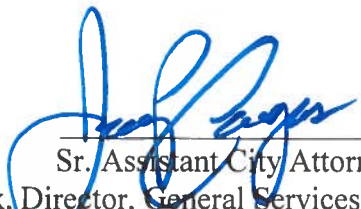
City Secretary

(Prepared by Legal Dept.

(JPC/dw 10/07/14)

(Requested by Scott Minnix, Director, General Services Department

(L.D. File No.056-1300001-003)



Sr. Assistant City Attorney

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CAPTION PUBLISHED IN DAILY COURT

REVIEW

DATE: OCT 21 2014

AYE	NO	
✓		MAYOR PARKER
••••	••••	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**FIRST AMENDMENT TO
DESIGN BUILD AGREEMENT FOR
FIRE STATION 67 EXPANSION AND RENOVATION**

THIS FIRST AMENDMENT ("First Amendment") to a certain **DESIGN BUILD AGREEMENT FOR FIRE STATION 67 EXPANSION AND RENOVATION** dated Sept. 6, 2013, and approved by City Council in Ordinance No. 2013-784 ("Agreement"), is made on the countersignature date ("Amendment Effective Date") between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule municipality of the State of Texas, and **BARLETT COCKE GENERAL CONTRACTORS, LLC** ("Design Build Contractor"), a Texas corporation.

WHEREAS, the City selected Design Build Contractor and Brown Reynolds Watford Architects, Inc. ("Architect"), after conducting a Request for Qualifications, to provide design and construction services required to expand and renovate existing Fire Station No. 67;

WHEREAS, Design Build Contractor entered into the Agreement with the City not about to reasonably estimate the Construction Cost Limitation ("CCL") would be until the Pre-Design, Schematic Design and Estimating, Scheduling and Constructability services were completed;

WHEREAS, the Design Build Contractor has completed these services and has negotiated with the City for a reasonable CCL and the Parties are now prepared to set the CCL and complete the Pre-Construction Phase;

NOW THEREFORE, in accordance with Sections 12.4.2 and 15.15. of the Agreement, the City and Design Build Contractor agree to amend the Agreement as follows:

A. CONSTRUCTION COST LIMITATION

Section 12.3 of the Agreement is deleted in its entirety, and the following is substituted in its place:

12.3 **Construction Cost Limitation**

The Construction Cost Limitation for the Project is \$4,027,000.00.

B. BASIC PRE-CONSTRUCTION PHASE SERVICES FEES

Section 12.4.1 of the Agreement is deleted in its entirety, and the following is substituted in its place:

12.4.1 Subject to Section 12.11, for properly performed and completed Basic Pre-Construction Phase Services, City shall pay Design Build Contractor a Pre-Construction Phase Services Fee in the amount of \$269,200.00 plus reimbursable expenses, as set out in Section 12.6, allocated as follows:

.1	Pre-Design	\$ 24,000.00
.2	Schematic Design	\$ 67,200.00
.3	Estimating, Scheduling and Constructability	\$ 34,000.00
.4	Design Development Phase	\$95,100.00
.5	Construction Document Phase	n/a.
.6	Construction Administration Phase.....	n/a.
.7	Preconstruction Management Services	\$48,900.00
.8	Total	\$269,200.00

C. ADDITIONAL PRE-CONSTRUCTION SERVICES FEE

The amount of "\$20,000.00" in Section 12.5 of the Agreement is deleted and the amount of "**\$35,000.00**" is substituted in its place.

D. CONTROLLING PARTS: DEFINITIONS

All other provisions of the Agreement are affirmed and incorporated herein. If a conflict among this First Amendment and the Agreement, including the prior amendments, arises, the terms and conditions of this First Amendment shall control. Any capitalized terms not defined in this First Amendment shall have the meaning ascribed to it in the Agreement.

E. SIGNATURES

The Parties have executed this First Amendment in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

**BARTLETT COCKE GENERAL
CONTRACTORS, LLC**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Tax Identification No.: _____

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Scott Minnix
Director
General Services Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Senior Assistant City Attorney
L.D. File No. 056-1300001-002

"Amendment Effective Date"