



Contract Change Order Seven (7)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor:	<u>Schmoldt Construction, Inc.</u>	Contract	<u>Construction, Myers Park Amphitheater</u>
	<u>Attn Cary Schmoldt</u>		<u>and Toilets</u>
	<u>5797 CR126 Suite A</u>	Contract No.	<u>09298-11</u>
	<u>Celina, TX 75009</u>	Effective Date	<u>1/10/2014</u>

Awarded by Court Order No.:	<u>2012-238-04-23</u>
Change Order 1 Court Order No.:	<u>FYI</u>
Change Order 2 Court Order No.:	<u>FYI</u>
Change Order 3 Court Order No.:	<u>FYI</u>
Change Order 4 Court Order No.:	<u>FYI</u>
Change Order 5 Court Order No.:	<u>FYI</u>
Change Order 6 Court Order No.:	<u>FYI</u>
Change Order 7 Court Order No.:	<u>FYI</u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Credit 1	Refund the County for City of McKinney Water Used at Project	\$ (14,806.97)
Credit 2	Agreement with Myers Park to Complete Landscape Punchlist NTE	\$ (660.00)
PCO 16	Credit for Bollard Base Broken by Contractor	\$ (750.00)
	Invoice to Move Waterline was Rejected.	\$

The original (contract sum) was \$727,000.00

Net Change to Change Order(s)			
PREVIOUS	Change Order No.	1	\$ 600.00
PREVIOUS	Change Order No.	2	\$ 3,093.50
PREVIOUS	Change Order No.	3	\$ 9,853.40
PREVIOUS	Change Order No.	4	\$ 2,510.40
PREVIOUS	Change Order No.	5	\$ 10,181.90
PREVIOUS	Change Order No.	6	\$ (6,600.00)
CURRENT	Change Order No.	7	\$ (16,216.97)
Total change orders to date:			\$ 3,422.23

The new (contract sum) including this Change Order will be: \$730,422.23

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Schmoldt Construction, Inc.

5797 CR126 Suite A  
Celina, TX 75009

SIGNATURE

TITLE: President

DATE: 1/15/14

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

Michalyn Rains, CPPD, OPPB  
Purchasing Agent

DATE: 2/14/14

**Consent to  
Assignment and Assumption of  
COLLIN COUNTY CONTRACTS**

This Assignment and Assumption of various contracts and purchase orders (the "Assignment"), is entered into and by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), The Vitasek Investment Company, Inc. (dba Rose Food Service), a corporation authorized to do business in the State of Texas (the "Assignor"), and Vitasek Leasing Company, Inc, (dba Collin County Courthouse Café), a corporation authorized to do business in the State of Texas (the "Assignee").

**WITNESSETH:**

**WHEREAS**, The County and Assignor entered into contract RFP No. 06306-12, Services: Cafeteria Management; and

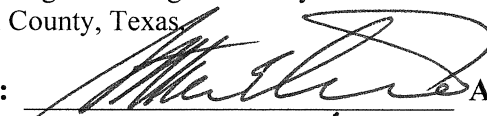
**WHEREAS**, Assignor desires to assign, transfer, set over, convey and deliver to Assignee the Contracts upon the terms set forth herein; and

**WHEREAS**, Assignor and Assignee desires that the County consent to this assignment between Assignor and Assignee.

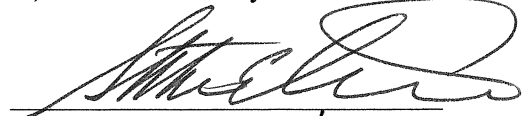
**NOW, THEREFORE**, for and in consideration of the representations, agreements and promises herein set forth, the undersigned parties agree as follows:

1. To the extent required, the County hereby consents to the assignment of the Contracts by Assignor to Assignee.
2. The County's consent to this assignment and assumption in no way releases Assignor from its obligations under the Contracts.
3. All terms and provisions of the Contracts shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.
4. By acceptance hereof, Assignee agrees to assume and become obligated to keep, fulfill, observe, perform and discharge each and every covenant, duty, debt and obligation that may accrue and become performable from and after the date hereof by Assignor under the terms, provisions and conditions of the Contracts.
5. This Assignment is binding upon and shall inure to the benefit of the Parties hereto and their respective authorized agents and representatives, and successors.
6. This assignment may be executed in any manner of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
7. This Assignment is governed by the laws of the State of Texas; and venue for any action shall be in the Collin County, Texas.

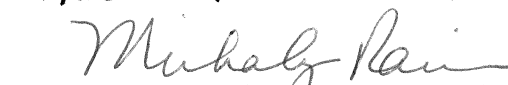
ASSIGNOR:

  
STEPHEN E. VITASEK  
(Print Name and Title) PRESIDENT

ASSIGNEE:

  
STEPHEN E. VITASEK  
(Print Name and Title) PRESIDENT

COLLIN COUNTY, TX:

  
\_\_\_\_\_  
Michalyn Rains, CPPO, CPPB, Purchasing Agent

COURT ORDER NO.:

2014-062-02-03  
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