

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR DRAINAGE REVIEW ASSISTANCE
BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND FREESE AND NICHOLS, INC.**

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County Drainage District, (hereinafter “Drainage District”), a body corporate and politic under the laws of the State of Texas, and Freese and Nichols, Inc. (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on December 10, 2019 (hereinafter “Agreement”), and as amended on April 17, 2020, (hereinafter “Amendment”); and

WHEREAS, the parties desire to amend the Agreement and increase the total Maximum Compensation for the completion of Services;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred twenty-five thousand dollars and 00/100 (\$125,000.00), authorized as follows:
 - \$50,000.00 under the Agreement; and
 - \$40,000.00 under the First Amendment;
 - \$35,0000.00 under the Second Amendment.
2. In no case shall the amount paid by the County for all Services under the Agreement and this Second Amendment exceed the Maximum Compensation without further written agreement.


Except as provided herein, the parties agree that all terms and conditions of the Agreement remain unchanged.

{Execution Page Follows}
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FORT BEND COUNTY DRAINAGE DISTRICT

FREESE AND NICHOLS, INC.

KP George, County Judge



Michael Reedy

Date

07/31/2020

Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to
accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor