

STATE OF TEXAS §  
COUNTY OF FORT BEND § KNOW ALL BY THESE PRESENTS:  
§

**FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES  
FORT BEND COUNTY TRANSIT CENTER  
SOQ 17-042**

THIS FIRST AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Huitt-Zollars, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Professional Construction Management Services, Fort Bend County Transit Center (the "Agreement"), on or about September 26, 2017; and

WHEREAS both County and Consultant agree that the Actual Construction Cost equals \$20,841,439.00; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein;

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

1. Exhibit B-1 "Cost Schedule" shall be replaced by the attached Exhibit B-1 (which reflects increases in the Basic Construction Management Services and the Contingency Coordination Services).
2. Exhibit B-2 "Payment Schedule" shall be replaced by the attached Exhibit B-2 "Payment Schedule".
3. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by fifty-nine thousand eight hundred and twenty-three dollars (\$59,823.00) bringing the new Total Maximum Compensation to one million fifteen thousand nine hundred thirty-nine dollars and no/100 (\$1,015,939.00). In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without an approved Amendment.
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.**

- a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code,

that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

- 5. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, 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.


Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

**FORT BEND COUNTY**

**HUITT-ZOLLARS, INC.**

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Date

Gregory R. Wine, PE, LEED AP  
Authorized Agent- Printed Name

ATTEST:

Senior Vice President  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

February 18, 2020  
Date

- EXHIBIT B-1: COST SCHEDULE
- EXHIBIT B-2: PAYMENT SCHEDULE

**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 E. Sturdivant, County Auditor

# EXHIBIT B-1

**FIRST AMENDMENT  
EXHIBIT B-1  
HUITT-ZOLLARS COST SCHEDULE**

DESCRIPTION	AMOUNT
<b>Basic Construction Management Services</b>	
FBC Transit Center	\$ 833,658
<b>Subtotal: Basic Construction Management Services</b>	<b>\$ 833,658</b>
<b>Other Professional Construction Management Services</b>	
Constructability Review	\$ 17,820
Special Pre-Bid and Bidding Services (CSP)	\$ 8,330
Project Administration and Close Out	\$ 89,300
*Contingency/Coordination Services	\$ 66,831
<b>Subtotal: Other Services</b>	<b>\$ 182,281</b>
<b>GRAND TOTAL</b>	<b>\$ 1,015,939</b>

*\*Negotiated and paid only if needed.*

## EXHIBIT B-2

**FIRST AMENDMENT  
EXHIBIT B-2  
HUITT-ZOLLARS PAYMENT SCHEDULE**

DESCRIPTION	PAYMENT SCHEDULE	AMOUNT
<b>Basic Construction Management Services for the FBC Transit Center</b>		
Site Observation and Management Services	Incremental payments based on percentage of Construction Progress and contingent upon receipt of all required reports/documents with invoice(s).	\$ 625,243
Construction Completion	Lump Sum Paid following Construction Completion and approved acceptance of billing and other documents required by funding sources.	\$ 208,414
<b>Subtotal: Basic Construction Management Services</b>		<b>\$ 833,658</b>
<b>Other Professional Construction Management Services</b>		
Constructability Review	Hourly	\$ 17,820
Special Pre-Bid and Bidding Services (CSP)	Hourly	\$ 8,330
Project Administration and Close Out	Hourly	\$ 89,300
*Contingency/Coordination Services (Paid Only if Needed)	Hourly	\$ 66,831
<b>Subtotal: Other Professional Construction Management Services</b>		<b>\$ 182,281</b>
<b>GRAND TOTAL</b>		<b>\$ 1,015,939</b>

\*All Contingency and Coordination Services are subject to written pre-approval by County.