

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL DESIGN SERVICES  
KITTY HOLLOW PARK EXPANSION PROJECT**

**THIS 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 Halff Associates, 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 Design Services on October 21, 2021, (hereinafter "Agreement"), upon the County's determination that the Consultant was the most highly qualified provider of the desired services; and

WHEREAS, the parties desire to amend the Agreement to increase the Maximum Compensation to allow Consultant to recover Reimbursable Expenses as contemplated under the Agreement.

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

1. County shall pay Consultant an additional amount not to exceed one thousand five hundred dollars and no/100 (\$1,500.00) to include the recovery of reimbursable expenses as contemplated in the Agreement.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed fifty-one thousand five hundred dollars and no/100 (\$51,500.00), authorized as follows:  
      \$50,000.00 under the Agreement; and  
      \$1,500.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. The parties agree the terms and conditions of the Agreement have remained in effect to date and the Time of Performance shall hereby be extended to end no later than September 30, 2022.

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE 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 shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

HALFF ASSOCIATES, INC

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

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date


Casey Collins, PLA  
\_\_\_\_\_  
Authorized Agent – Printed Name  
Landscape Architecture Team Leader  
\_\_\_\_\_  
Title

ATTEST:

July 6, 2022  
\_\_\_\_\_  
Date

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

APPROVED:

  
\_\_\_\_\_  
Darren McCarthy,  
Parks and Recreation Director

6/28/2022  
\_\_\_\_\_  
Date

**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



**FEE SUMMARY**  
**Kitty Hollow Park Improvements**

**III. Master Planning Design Services**

**Landscape Architecture**

A. Preliminary Master Plan Design	\$30,000.00
B. Design Charette	\$5,000.00
C. Final Master Plan	\$15,000.00

**IV. Reimbursable Expenses \$1,500.00**

**TOTAL \$50,000.00**

The estimated fees for Item III established above, shall be considered lump sum fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from Client.

The estimated fee for Reimbursable Expenses (item IV) includes mileage, printing, plotting and reproduction, postage, messenger service, equipment, and project related travel. They will be billed separately at 1.10 times the direct cost incurred. This fee does not include permit fees to be paid by owner.

The budget established above is based on obtaining an approved site plan prior to start of work. The site plan will be prepared by Consultant and approved by the Owner. The budget established above does not include revisions once the design is underway. If revisions are requested by the Owner, a revision to the scope and budget will be required.

The Consultant will be responsible for submitting all design drawings to the Texas Department of Licensing and Regulation for accessibility review required under the Architectural Barriers Texas Accessibility Standards.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.