

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Fort Bend County and KCI Technologies, Inc.)

This First Amendment to the Agreement for Professional Engineering Services ("First Amendment") is made and entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the state of Texas, and KCI Technologies, Inc. ("Contractor"), a Delaware Corporation duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on or about May 11, 2021, County and Contractor entered into that certain Agreement for Professional Engineering Services (the “Agreement”) for improvements to Bellaire Boulevard Turn Lanes at SH 99 (the “Services”), under 2020 Mobility Bond Project No. 20313x; and

WHEREAS, County and Contractor now desire to amend the Agreement by execution of this First Amendment to allow Contractor to provide additional Services under the Agreement, including the relocation of a 12" water line and 18" sanitary sewer line .

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

- (1) Section 1 of the Agreement is amended to add the following to the Scope of Services:

Contractor shall also render professional engineering services for the relocation of the 12" water line and 18" sanitary sewer line as described and provided in Contractor's Supplemental Scope of Work attached hereto as Exhibit "B" and fully incorporated herein for all intents and purposes.

- (2) Subsection 3.1 of the Agreement is amended to provide for an increase to the Maximum Compensation payable to Contractor by \$11,965.00 and is restated as follows:

- 3.1 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section 4, Contractor's fees shall be calculated at the rates set forth in Exhibit "A" of the Agreement and in the attached Exhibit "B." The Maximum Compensation for the performance of Services within the Scope of Services described in Section 1 of this Agreement is Two Hundred Fifty One Thousand and Two Hundred Twenty One and 00/100 Dollars (\$251,221.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without a written agreement executed by both Parties.

- (3) Section 4 of the Agreement is amended and restated as follows:

Section 4. Limit of Appropriation

- 4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Fifty One Thousand and Two Hundred Twenty One and 00/100 Dollars (\$251,221.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
- 4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Fifty One Thousand and Two Hundred Twenty One and 00/100 Dollars (\$251,221.00).

- (4) Section 25 of the Agreement is amended and restated as follows:

Section 25. Certain State Law Requirements for Contracts

- 25.1 The contents of this Section are required by Texas law and are included by County regardless of content for purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended.
- 25.2 Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- 25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- 25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the

term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

25.5 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- (5) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this First Amendment.
- (6) **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms and conditions provided in the Agreement shall remain the same.
- (7) **Conflict.** If there is a conflict among documents that make up the Agreement, the most recently executed document will prevail with regard to the conflict.
- (8) **Multiple Counterparts.** This First Amendment may be executed in multiple counterparts, each of which will be deemed an original for all intents and purposes.

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.

{Signatures to Follow on Next Page}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

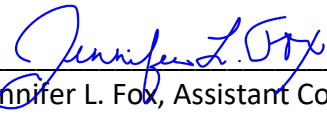
Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:



Jennifer L. Fox, Assistant County Attorney

KCI TECHNOLOGIES, INC.



Authorized Agent – Signature

Glenn D. Graham, P.E.

Authorized Agent- Printed Name

Regional Practice Leader

Title

9/30/2022

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Contractor's Supplemental Scope of Work and Quote Follow Behind)

SUPPLEMENTAL SCOPE OF WORK
Project Name: Bellaire Blvd. Right Turn Lanes@ SH 99
Project Number: 20313x

Existing Conditions

Currently there is a 12" water line located on the east side of the SH 99 intersection parallel to Bellaire Blvd that would be located under the pavement of the proposed right turn lane. The existing water line is at an elevation of approximately 96 ft. and the top of curb for the right turn lane is approximately 101 ft.

Currently there is an 18" sanitary sewer line located on the west side of the SH 99 intersection parallel to Bellaire Blvd that the MUD District has requested to be relocated due to the right turn lane. The existing sanitary sewer line is at an elevation of approximately 88 ft. and the top of curb for the right turn lane is approximately 102 ft

Proposed Conditions

Relocate the 12" water line from approximately Sta 114+20 to Sta 111+00 between the ROW line and the proposed sidewalk. Relocate one fire hydrant to the 2 ft buffer area between the back of curb and the sidewalk at its current location. Reconnect the 1" service line and meter to the 12" water line for SAM's Club.

Relocate the sanitary sewer line from the existing manhole located in the turnaround intersection of SH 99 frontage road west to the existing manhole at approximately Sta 103+00. The relocation will include the installation of 2 new manholes. The grade of the sanitary sewer line will be as shown on the attached exhibit.

Assumptions:

- Relocation of the water line and sanitary sewer line will be as shown on the attached exhibits.
- City of Houston standard details for water line and sanitary sewer will be utilized.
- As-built record drawings for the existing water line and existing sanitary sewer line will be provided which include depth of existing features.
- No additional topographic survey will be required. The elevations for the water line and existing sanitary sewer line will be provided.
- No additional SUE investigation will be required.
- A new fire hydrant will be provided. The existing fire hydrant assembly will be salvaged and provided to the MUD District if requested.
- The design does not include any connection to an irrigation system.
- Waterline quantities and cost will be separate from the right turn project.
- For the relocation of the sanitary sewer line, the proposed ROW plat and property description will be revised.

- A ROW plat and property description for an easement for the waterline relocation will be prepared. The easement will be located on SAM's Club property.
- The current right turn lane design will be revised to remove the retaining wall.
- For the construction of the sanitary sewer line. the southbound frontage road for SH 99 will be closed to traffic for the installation of the line across the frontage road. This will require addition TCP detail such as detour plans, TCP for frontage road closure, etc.
- The Study Report will not be revised to incorporate the relocation water line or sanitary sewer line.
- A second 95% submittal will be provided including the water line and sanitary sewer line design.

Professional Services

Overall Scope:

The overall scope is to provide engineering services necessary for the relocation of the existing water line and sanitary sewer line as described below:

A. General Scope:

The Design will use the exhibits provided and will further develop the design to bring the design drawings to a bid ready level of detail based on the **Fort Bend County Engineering Design Manual**

B. Supplemental Deliverables:

- i. Revised Plan sheets, including
 - a. Index of sheets
 - b. Typical sections,
 - c. Plan and Profile sheets
 - d. TCP
 - i. New sheets for detour
 - ii. New sheet for Frontage Road Closure
 - e. Standard drawings & details, as appropriate
- ii. Cost estimate

C. Project Management

A second 95% submittal will be required.

Sub-Consultant Services

Survey Services – GeoSurv, Inc.

Will provided revised plat and property description for Parcel #1 and will prepare a easement for the waterline relocation.



ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANA

P.O. Box 791479 • Baltimore, MD 21279-1479

PROJECT NAME:

BELLAIRE BLVD RIGHT TURN LANES @ SH99
2020 MOBILITY ENGINEERING AND SURVEYING

	Authorized Amount P.O. # 201137	Reallocated Budgeted Amount (03/10/2022)	Reallocated Budgeted Amount (08/23/2022)	Additional Fee Requested
KCI Services				
1) Study Phase	\$ 43,392.00	\$ 45,042.00	\$ 45,042.000	\$ -
2) Design Phase	\$ 55,401.00	\$ 58,308.00	\$ 58,308.00	\$ -
2a) TDLR Services	\$ -	\$ 1,220.00	\$ 1,220.00	\$ -
2b) Drone Photogrammetry	\$ -	\$ 3,543.00	\$ 3,543.00	\$ -
2c) Water Line			\$ 2,433.00	\$ 2,433.00
2d) Sanitary Sewer			\$ 7,437.00	\$ 7,437.00
3) Bid Phase	\$ 25,128.00	\$ 25,128.00	\$ 25,128.00	\$ -
Subtotal:	\$ 123,921.00	\$ 133,241.00	\$ 143,111.00	\$ 9,870.00
Subconsultant Services				
MBCO - TRAFFIC SERVICES				
1) Study Phase	\$ 20,470.00	\$ 16,750.00	\$ 16,750.00	\$ -
2) Design Phase	\$ 35,060.00	\$ 24,460.00	\$ 24,460.00	\$ -
3) Additional Signal Heads	\$ 7,905.00	\$ 7,905.00		\$ (7,905.00)
TSC - GEOSURVEY	0	0		
1) Proposed ROW Mapping	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 5,000.00
2) Topo Survey	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ -
3) Water Line Easement			\$ 5,000.00	\$ 5,000.00
PARADIGM - GEOTECH				
1) Roadway - Report	\$ 9,400.00	\$ 9,400.00	\$ 9,400.00	\$ -
2) Retaining wall recommendation	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
Unallocated budget		\$ -		
Subconsultant Subtotal:	\$ 115,335.00	\$ 106,015.00	\$ 108,110.00	\$ 2,095.00
Total Services	\$ 239,256.00	\$ 239,256.00	\$ 251,221.00	\$ 11,965.00