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

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FORT BEND COUNTY WESTPARK PARK AND RIDE RFQ 19-020

THIS FOURTH 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 "Consultant"), 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 (the "Agreement"), on or about October 1, 2019, and as amended on October 22, 2019, September 1, 2020, and April 26, 2022; and

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

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

- Compensation and Payment. Consultant's fees shall henceforth be paid in accordance with the schedule and rates described in the attached Exhibits B1, B2, and B3; Twenty-Nine Thousand Three Hundred Seventy-Seven and 37/100 dollars (\$29,377.37). Auditor's Certificate below shall reflect the amount in the Maximum Compensation section of this amendment.
- 2. Maximum Compensation. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that County shall have available the total maximum sum of Three Hundred Eighty-Six Thousand Three Hundred Fifty-Seven and 71/100 dollars (\$386,357.71), specifically allocated to fully discharge any and all liabilities County may incur under the Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Eighty-Six Thousand Three Hundred Fifty-Seven and 71/100 dollars (\$386,357.71).

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 Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall prevail regarding the conflict.

{Execution Page Follows}

{Remainder Intentionally Left Blank}

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

FORT BEND COUNTY	HUITT-ZOLLARS, INC.	
	sam-h-	
KP George, County Judge	Daniel Menendez	
	Vice President	
Date	Title	
ATTEST:	11/8/2022	
, , , , <u></u>	Date	
Laura Richard, County Clerk		
AUDITOR	R'S CERTIFICATE	
	_	
I hereby certify that funds are av accomplish and pay the obligation of For		
	Robert E. Sturdivant, County Auditor	

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EXHIBIT B-1

COST SCHEDULE			
DESCRIPTION	AMOUNT		
Basic Construction Management Services			
Westpark Park & Ride	237673.81		
Subtotal Basic Construction Management Services	237673.81		
Other Professional Construction Management Services			
Constructability Povious	12358.49		
Constructability Review Special Pre-Bid and Bidding Services (CSP)	8366.49		
Special Fre-blu and bluding services (CSI)	0300.73		
Project Administration and Close-Out	67015.02		
*Contingency/Coordination Services	60943.91		
Subtotal Other Services	148683.91		
GRAND TOTAL	386357.72		

^{*}Negotiated and paid only if needed.

EXHIBIT B-2

PAYMENT SCHEDULE				
DESCRIPTION	PAYMENT SCHEDULE	AMOUNT		
Basic Construction Management Services				
Site Obeservation and Management Services	Incremental payments based on percentage of Construction Progress and contingent upon receipt of all required reports/documents with invoice(s).	178,255.36		
Construction Completion	Lump Sum Paid following Construction Completion and approved acceptance of billing and ther documents required by funding sources.	59,418.45		
Subtotal Basic Construction Management Services		237,673.81		
Other Professional Construction Management Services				
Constructibility Review	Hourly	12,358.49		
Special Pre-Bid and Bidding Services (CSP)	Hourly	8,366.49		
Project Administration and Close-Out	Hourly	67,015.02		
*Contingency/Coordination Services (Paid Only if Needed)	Hourly	60,943.91		
Subtotal Other Professional Construction Management Services		148,683.91		
GRAND TOTAL		386,357.72		

^{*}All Contingency and Coordination Services are subject to written pre-approval by Fort Bend County.

Personnel Hourly Rate

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Personnel Title	Rates
Principal-In-Charge	\$376.16
Sr. Project Manager	\$296.64
QA Manager	\$227.92
Sr. Civil Engineer	\$227.91
Engineer Intern	\$114.83
Sr. Structural Engineer	\$201.14
Sr. Mechanical Engineer	\$201.11
Sr. Electrical Engineer	\$200.11
Sr. Architect	\$161.23
Sr. Landscape Architect	\$203.74
Sr. Cadd Technician	\$124.28
Construction Manager	\$154.51
Sr. Project Representative	\$144.90
Resident Project Representative (Inspector)	\$114.80
Project Support	\$70.23