

\$32,180.00 under the Fifth Amendment
\$80,569.50 under the Sixth Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 One Million Four Hundred Forty Nine Thousand Six Hundred Eighty Four and 00/100 Dollars (\$1,449,684.00) 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 under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Four Hundred Forty Nine Thousand Six Hundred Eighty Four and 00/100 Dollars (\$1,449,684.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County and shall end no later than 11:59 pm on December 31, 2025. Contractor shall complete the tasks described in the Scope of Services to the Agreement (as applicable) and in Exhibit "A" attached hereto, within this time or within such additional time as may be extended by County.
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 For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. 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.
 - B. 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.
 - C. 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.

- D. 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 the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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.
7. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Sixth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

ZARINKEL ENGINEERING SERVICES, INC.



KP George, County Judge

Authorized Agent – Signature

Giti Zarinkelk

Date

Authorized Agent- Printed Name

President

Title

11/10/2022

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, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

EXHIBIT A



617 Caroline Street
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445

August 8, 2022

Stacy Slawinski, P.E.
County Engineer
301 Jackson St., 4th Floor
Richmond, TX 77469

Attn: David Balmos, P.E., Program Manager

Project: Chimney Rock - Project 13203

RE: Project 13203 Chimney Rock Road; 6th Amendment

Dear Mr. Slawinski:

This proposal is written to address the recent removal of the contractor Triple B from this project and the ensuing effort to prepare new plans and bid documents that reflect changes that were made during their recent construction activities. Included in this proposal are the following items:

- Construction phase services such as meeting and responding to RFIs and submittals which will have to be repeated with the new contractor
- Updating excavation quantities
- Revising bid sheet, cost estimates and specifications
- Plan revisions to address:
 - Removal of bubbles and revisions during the previous bidding process
 - Project grades after current construction activities
 - Traffic control for the newly constructed Lake Olympia Parkway
 - Left turn lane for Olympia Fields development
 - The addition of newly constructed fire hydrants and water valves

Our proposed fee including sub consultant fees and management fees is \$80,569.50. Attached is our summary spreadsheet.

Please call me at 832-242-2426 if you have any questions. We look forward to working with RPS Group and Fort Bend County on this project.

Sincerely,

A handwritten signature in blue ink that reads "Giti Zarinkelk". The signature is written in a cursive, flowing style.

Giti Zarinkelk, P.E.

Attachments

Expenditure of Construction Phase Budgets

Zarinkelk Engineering Services		
Phase II. Design Services	\$	50,569.50
Phase III. Construction Phase Services	\$	30,000.00
Total	\$	80,569.50