

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS SECOND 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, and as amended on August 2, 2022, (collectively the “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 and extend the time of performance 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 five thousand five hundred dollars and no/100 (\$5,500.00) 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-seven thousand dollars and no/100 (\$57,000.00), authorized as follows:

\$51,500.00 under the Agreement; and
\$5,500.00 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, 2023.

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

Authorized Agent – Printed Name

ATTEST:

Team Leader


Title

Laura Richard, County Clerk

August 8, 2023

Date

APPROVED:



Darren McCarthy,
Parks and Recreation Director

6/13/23

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

I:\agreements\2023 agreements\purchasing\parks\halff associates, inc (21-parks-101113-a2)\2nd amend for design svcs for improvements (kcj - 04.17.2023)



14800 St. Mary's Lane, Suite 160
Houston, Texas 77079
(713) 588-2450
Fax (281) 310-5259

ADDITIONAL SERVICES CONFIRMATION

To: Darren McCarthy **Date:** 7/14/2022
From: Casey Collins, PLA **AVO:** 43564.002
Email: ccollins@halff.com **Project:** Kitty Hollow Park
VIA: Email

As per your request, we understand that you would like Halff Associates to prepare a revised masterplan design concept for Kitty Hollow Park located in Missouri City, TX. Below is a breakdown of each task.

Park Concepts

- I. Tasks and deliverables include:
 - a. Prepare design revisions to the final site plan as discussed during our meeting on July 7, 2022.
 - b. Update final site plan rendering and labels.
 - c. Revise the Magnitude of Cost.
 - d. Meet with Client to present all revised documents.

We estimate approximately \$5,000 (billed hourly not to exceed) and an additional \$500 for reimbursable expenses will be needed to perform these additional services. We request your signature below to confirm the scope and fee; however, we can also accept your approval via email. If the scope and/or fee is not acceptable, please notify us immediately.

By: Casey Collins, PLA
(Print name)

Title: Team Leader

Signature: CASEY COLLINS

Date: 7/14/2022

SIGNED: 

COPIES:



File



Owner



Contractor



Other: