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## AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Amendment (“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. (“Consultant”), a Texas corporation. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties previously entered into that certain agreement on or about December 14, 2021 (the "Agreement") for improvements to West Bellfort at State Highway 6 under 2020 Mobility Bond Project # 20401 pursuant to SOQ 14-025; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services and to increase the total Maximum Compensation for the completion of such services as set forth therein.

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

1. **Compensation.** County shall pay Consultant an additional Thirty-Seven Thousand Four Hundred Fifty Eight and 00/100 Dollars (\$37,458.00) for the performance and completion of additional services as described in Consultant's Proposal dated December 18, 2023 (the "Services") attached hereto as "Exhibit A-1" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Two Hundred Seventy-Two Thousand Five Hundred Seventy Seven and 00/100 Dollars (\$272,577.00) authorized as follows:

\$235,119.00 under the Agreement  
\$ 37,458.00 under this First Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant 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 Seventy-Two Thousand Five Hundred Seventy Seven and 00/100 Dollars (\$272,577.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Seventy-Two Thousand Five Hundred Seventy Seven and 00/100 Dollars (\$272,577.00).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT 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.
5. **Modifications and Conflict.** Except as modified herein, the Agreement 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 First Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

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**FORT BEND COUNTY, TEXAS**

**KCI TECHNOLOGIES, INC.**

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

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

Garland Galm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

Vice President

**ATTEST:**

\_\_\_\_\_  
Title

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

3/5/2024

\_\_\_\_\_  
Date

**APPROVED:**

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

**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

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# **EXHIBIT A-1**

(Consultant's Proposal Follows Behind)

## **EXHIBIT A – SCOPE OF SERVICES SUPPLEMENTAL #1**

### **WEST BELFORT AVE AT STATE HIGH 6**

#### **FORT BEND COUNTY, PRECINCT 4 PROJECT #20401**

#### **PROJECT UNDERSTANDING / BACKGROUND**

The work to be performed by the Engineer under the prime contract consists of providing preliminary design and final design services for the project, coordination with County and/or County designated Program Management Consultant, and preparation of construction documents.

KCI completed contracted tasks of Design Phase of the project, produced and submitted 100% signed and sealed construction plans on June 27, 2023. On December 5, 2023 KCI received additional comments by Fort Bend County and LJA (Fort Bend County's program management consultant) to the plans. One comment, among others, is to change current design to maintain eastbound left turn access to Home Depot's west driveway. KCI has been requested to conduct design changes addressing comments and perform other related tasks.

#### **SCOPE OF SERVICES**

Below are the additions to the original scope of services for the requested design changes.

1. Modify current design of proposed raised median to provide/restore median opening in front of Home Depot's west driveway and provide/restore eastbound traffic left turn bay.
2. Coordinate with property owner (Home Depot) if needed for concurrence or special requirements.
3. Adjust utility design to address related comments. Update Utility Conflict Table (UCT) if needed.
4. Address comments on draft revised 100% plans.
5. Additional Construction Phase Services, including up to two field visits and reviewing and responding to Requests for Information.

**DELIVERABLES**

1. Revised 100% submittal plans (draft and final) in 11"x17" PDF format.

**"EXHIBIT C" - Compensation for Professional Services - Supplemental #1**

**Fort Bend County Engineering Department**

**West Belfort Ave. at SH 6**

Precinct 4, Project 20401

12/18/2023

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**Basic Services**

<b>Pre-Design Phase</b>	\$	-
<b>Design Phase</b>	\$	26,430.00
<b>Bid Phase</b>	\$	-
<b>Construction Phase</b>	\$	11,028.00

<b>Subtotal Basic Services</b>	<b>\$</b>	<b>37,458.00</b>
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**Supplemental Services and Direct Expenses**

<b>Topographic Surveying &amp; ROW Mapping (Sub MBCO)</b>	\$	-
<b>Geotechnical Investigations (Sub Geotest)</b>	\$	-
<b>Direct Expense and Reproduction</b>	\$	-

<b>Subtotal Supplemental Services and Direct Expenses</b>	<b>\$</b>	<b>-</b>
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<b>TOTAL SERVICES</b>	<b>\$</b>	<b>37,458.00</b>
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**Client:** Fort Bend County, Precinct 4  
**Project:** 20401 - West Belfort Ave. at SH 6  
**Description:** RTL east and west approaches. LTL extensions  
**Date:** 5/8/2021

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