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SOUTH POST OAK SPORTSPLEX – PHASE II

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a body corporate and politic under the laws of the State of Texas, and Austin-Reed Engineers, LLC ("Consultant"), a company authorized to conduct business in the State of Texas. County and Consultant are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on June 13, 2023 (the "Agreement") for professional construction observation and materials testing services for the baseball fields upgrade at the South Post Oak Sportsplex – Phase II, 5675 Hobby Road, Houston, Texas in Fort Bend County, Texas pursuant to SOQ 14-025; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by Consultant, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions 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. **Scope of Services.** County shall pay Consultant an additional Nine Thousand, Seventy-Six and 00/100 Dollars (\$9,076.00) for the performance and completion of additional services as described in Consultant's Letter dated December 1, 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 Ninety-Three Thousand Twenty-Six and 00/100 Dollars (\$93,026.00) authorized as follows:

\$83,950.00	under the Agreement	
\$9,076.00	under this First Amendment	
	TOTAL:	\$93,026.00

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 Ninety-Three Thousand Twenty-Six and 00/100 Dollars (\$93,026.00) 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 Ninety-Three Thousand Twenty-Six and 00/100 Dollars (\$93,026.00).

3. **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, Consultant hereby verifies that Consultant 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, Consultant 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, Consultant 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, Consultant 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.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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.
6. **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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

AUSTIN-REED ENGINEERS, LLC

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

Darren McCarthy, Director
Parks and Recreation

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-1: Consultant's Letter dated December 1, 2023

EXHIBIT A-1

(Consultant's Letter Dated December 1, 2023 Follows Behind)

December 1, 2023
Project No. 2023C02

Fort Bend County Parks & Recreation Department
Sienna Annex, Suite 149,
5855 Sienna Springs Way,
Missouri City, Texas 77459

ATTN: Ms. Gwendolyn Climmons, J.D.
Special Project Manager

Re: Baseball Fields Upgrade
South Post Oak SportsPlex – Phase II
5675 Hobby Road, Houston, Texas

Purchase Order No. 227262
99.3% of Testing Contract Amount

Ms. Climmons:

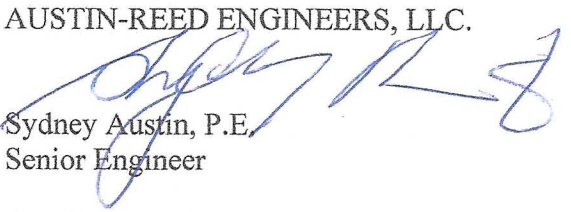
Austin-Reed Engineers, LLC (ARE) has provided Construction Material Testing (CMT) on the above-referenced project, which also required special observation services as requested by the specifications. We have provided observation of existing subgrade proof rolling, testing of structural fill use for leveling grade, earth backfill for all open trenches, and in place of cement stabilized sand bedding along utility lines. Services also included sampling and testing of fresh concrete in placement on drilled pier footings, grade beams, slab on grade, and miscellaneous masonry concrete and in addition to structural steel inspection of welding and bolt connections. To date, ARE has completed **99.3%** of the existing budget.

The estimated time until project completion will last through February 2024. We hereby request an increase to our budget of **\$9,076.00** as per attached.

Please call me at 832.467.0088 if you have any questions.

Sincerely,

AUSTIN-REED ENGINEERS, LLC.



Sydney Austin, P.E.
Senior Engineer

Firm Registration No. F-5022

SWA/DA

**PROPOSED PROJECTED BUDGET TO COMPLETION OF PROJECT
BASEBALL FIELDS UPGRADE
SOUTH POST OAK SPORTSPLEX - PHASE II
5675 HOBBY ROAD, HOUSTON TEXAS
ARE PROJECT 2023C02
12/01/2023**

Qty.	Description	Rate	Unit	Cost
Concrete Walkways + Masonry Concrete				
A total of 42 man hours are anticipated for verification of reinforcing steel and observation of concrete placement, sampling, and testing as required				
42	Hours, Engineering Technician (Concrete & Masonry Testing)	\$90.00	per hour	\$3,780.00
6	Hours, Engineering Technician Observing Reinforcing Steel	\$90.00	per hour	\$540.00
4	Overtime Hours, Engineering Technician	\$135.00	per hour	\$540.00
20	1 set of 4 standard concrete cylinders / 50 cu. yd.	\$20.00	each	\$400.00
1	Standard Proctor Determination ASTM D698	\$256.00	each	\$256.00
16	Grout Cubes Compressive Strength Test	\$26.00	each	\$416.00
12	Hours, Non Certified Technician	\$55.00	per hour	\$660.00
42	Vehicle Charge	\$12.00	per hour	\$504.00
Subtotal, Concrete				\$7,096.00
Project Management				
12	Man hours, Project Manager	\$165.00	per hour	\$1,980.00
Subtotal, Project Management				\$1,980.00
TOTAL				\$9,076.00

Rates quoted are portal to portal, Monday through Friday, eight hours per day. Work performed on Saturdays and Holidays will be charged at 1.50 times the quoted rate.