

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CIVIL ENGINEERING SERVICES
HARLEM ROAD PARK**

THIS THIRD AMENDMENT ("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 **PACHECO KOCH CONSULTING ENGINEERS, LLC**, (hereinafter "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, on or about June 27, 2022, the Parties entered into that certain *Agreement for Professional Civil Engineering Services Harlem Road Park*, as amended on or about March 2, 2023, and again amended on or about June 26, 2023 (hereinafter collectively the "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Consultant, to increase the Total Maximum Compensation for completion of such services, extend the time of performance, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

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 Eight Thousand Five Hundred and 00/100 dollars (\$8,500.00) for the performance and completion of additional services as described in Consultant's Supplemental Agreement No. 3 (the "Services") attached hereto as Exhibit "B-3" 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

Fifty Five Thousand Ten and 00/100 dollars (\$55,010.00), authorized as follows:

\$23,070.00	under the Agreement
\$3,900.00	under the First Amendment
\$19,540.00	under the Second Amendment
\$8,500.00	under this Third Amendment
TOTAL	\$55,010.00

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 the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty Five Thousand Ten and 00/100 dollars (\$55,010.00) 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 Fifty Five Thousand Ten and 00/100 dollars (\$55,010.00).

3. **Time of Performance.** The Parties hereby agree to extend the Time of Performance under the Agreement to end no later than January 31, 2024. Consultant shall complete the tasks described in the Scope of Services and in Exhibit "B-3" attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
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 Amendment shall prevail with regard to the conflict.

{Remainder of Page Intentionally Left Blank}

{Execution Page Follows}

FORT BEND COUNTY

PACHECO KOCH CONSULTING ENGINEERS,
LLC

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk



Authorized Agent – Signature

Brian O'Neill, PE, CFM

Authorized Agent- Printed Name

Senior Director, Public Infrastructure

Title

May 20, 2024

Date

APPROVED:



Darren McCarthy, Parks and Recreation Director

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\2024 agreements\parks\pacheco koch consulting engineers, inc. (22-parks-101040-a3)\3rd
amendment.agmt for prof eng svcs.harlem road park (kcj - 11.13.2023)

EXHIBIT B-3

SUPPLEMENTAL AGREEMENT No. 3

WHEREAS, **Fort Bend County Parks Department** (CLIENT) and **Pacheco Koch Consulting Engineers, LLC** (CONSULTANT) made and entered into an agreement dated May 9, 2022 (AGREEMENT); and

WHEREAS, the AGREEMENT involves engineering services for the Harlem Road Park Grading & Detention Design - Modifications (PROJECT); and

WHEREAS, it has become necessary to execute Supplemental Agreement No. 3 to said AGREEMENT to include an increased scope of work and revised maximum fee;

NOW THEREFORE, CLIENT and CONSULTANT, acting herein by and through their duly authorized representatives, enter into the following agreement which amends the AGREEMENT;

1.

Article II of the AGREEMENT is amended to include the additional engineering services as specified in Exhibit A attached hereto and incorporated herein. The cost for the additional design services to be performed by CONSULTANT total \$8,500.00.

2.

Article III of the AGREEMENT is amended to provide for an increase in the amount of \$8,500.00 for a total maximum fee to be paid to CONSULTANT for all work and services performed in the AGREEMENT, as amended, so that the total fee paid by the CLIENT for all work and services shall not exceed the sum of \$55,010.00.

3.

All other provisions of the AGREEMENT which are not expressly amended herein shall remain in full force and effect.

This Supplemental Agreement No. 3 is made on the 24th day of August, 2023.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Supplemental Agreement No. 3 on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in effect.

FORT BEND COUNTY PARKS DEPARTMENT

PACHECO KOCH CONSULTING ENGINEERS, LLC

Darren McCarthy
Director



Brian D. O'Neill, P.E., CFM
Director, Public Infrastructure

**SUPPLEMENTAL AGREEMENT NO. 3
EXHIBIT 'A' – SCOPE OF ADDITIONAL SERVICES**

HARLEM ROAD PARK – PARKING LOT DESIGN

Fort Bend County Facilities has a design for an expansion of Harlem Road Park on Harlem Road near Richmond, Texas. The total work area in the park is approximately 2.8 acres on the north side of the existing park, west of Harlem Road. The County seeks to provide an asphalt parking lot on approximately 12,960 SF next to the proposed pickleball courts and adjacent to the existing parking lot. This proposal provides for design only for the new parking area.

BASIC SERVICES:

A. Design

1. Prepare sealed construction plans for proposed asphalt parking lot and associated features and acquire all requisite agency approvals. Plans to include:
 - Grading for parking area to match adjacent grades for sidewalk and existing parking pavement, drain to detention basin.
 - Design for culvert to maintain drainage through existing swale.
 - Detention is not required. storage for new parking area is included in existing basin being constructed per plans entitled, Harlem Road Park Expansion, by Pacheco Koch Engineers, approved 10/27/22.
 - Address RFIs by contractor.
2. Not Included in this Scope:
 - Review by City of Richmond (confirmed not required).
 - Surveying of any kind.
 - Coordination with any subconsultants, such as but not limited to geotech, surveyors, environmental, electrical, lighting, etc.
 - Construction Administration or Services of any kind including site visits, shop drawing review, inspections, pay applications, certificate of completion, coordination with private utilities.

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

HARLEM ROAD PARK GRADING & DETENTION DESIGN - MODIFICATION

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Pacheco Koch shall be compensated a lump sum fee of \$8,500.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

A. Design	<u>\$ 8,500.00</u>
TOTAL	\$ 8,500.00

METHOD OF PAYMENT:

Pacheco Koch shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Pacheco Koch.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Pacheco Koch plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Pacheco Koch's cost.

END OF EXHIBIT 'B'