

STATE OF TEXAS §
COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
(FM1464 Fort Bend Facility)

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 FCM Engineers, PC (“FCM”), a Texas corporation. County and FCM 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 May 7, 2024 (the “Agreement”) for FCM to provide site analysis and survey services for the proposed FM1461 Fort Bend Facility; 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 FCM an additional Fifty Thousand and 00/100 Dollars (\$50,000.00) for the performance and completion of additional services as described in FCM’s Proposal dated September 24, 2024 (the “Services”) attached hereto as “Exhibit A-1” and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Sixty-Six Thousand Five Hundred and 00/100 Dollars (\$66,500.00) authorized as follows:

\$16,500.00 under the Agreement; and
\$50,000.00 under this Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. FCM 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 Sixty-Six Thousand Five Hundred and 00/100 Dollars (\$66,500.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

FCM does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that FCM may become entitled to and the total maximum sum that County may become liable to pay to FCM under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Six Thousand Five Hundred and 00/100 Dollars (\$66,500.00).

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, FCM 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 Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS

FCM ENGINEERS, PC



KP George, County Judge

Authorized Agent – Signature

Frank Mbachu, P.E. DEE

Date

Authorized Agent- Printed Name

President

ATTEST:

Title

10/31/2024

Laura Richard, County Clerk

Date

APPROVED:



James Knight, Facilities Management/
Planning 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, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

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EXHIBIT A-1

(FCM's Proposal Follows Behind)



3300 S. Gessner Rd.
Suite 249
Houston, Texas 77063
T-713-706-4414
F-713-706-4410

September 24, 2024

Mr. James Knight, Architect
Director of Facilities, Fort Bend County
301 Jackson St, Suite 301
Richmond, Texas 77469

Re: Proposed FM1464 Fort Bend Facility
PHASE II FINAL DESIGN SERVICES
Fort Bend County, Texas

Dear Mr. Knight:

Per your request and pursuant to our PHASE I proposal, we developed a proposal that included the following:

1. Site Analysis, which will include set-backs, utility access, i.e. water & sewer. Analysis/assessment will also include drainage analysis and requirements.
2. Survey-site, topo and boundary survey. This is based on the acceptance of the Site Analysis by the Director of Facilities, Fort Bend County, Texas.
3. Final Design of Water, Sanitary Sewer, Drainage System and Paving.

Based on the above we completed the PHASE I Site Analysis and submitted a comprehensive existing condition report. In accordance with this report and per your request, we hereby submit our proposal for Final Design and Construction Administration:

Final Design Proposal

FCM will perform Final Design & Construction Administration for water, sewer, grading, and drainage for the project. The fee for final design & construction administration cost is estimated to be \$50,000.00.

If you should have any questions, please do not hesitate to give us a call.

We appreciate the opportunity to provide our services on this most important project and we look forward to a long and continuous relationship.

Sincerely;

David L. Collins, P.C., RPLS, F.ASCE
FCM Engineers, PC

Cc: Dr. Frank C. Mbachu, P.E., Ph D