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SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(FM 1464 Fort Bend Facility)

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and FCM Engineers, P C (“FCM”), a Texas corporation. County and FCM are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on May 7, 2024 (the “Agreement”) to provide site analysis and survey services for the FM 1461 Fort Bend Facility; and

WHEREAS, the Agreement was subsequently amended on November 27, 2024 (the “First Amendment”) to provide for additional services and increase; and

WHEREAS, the Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code; and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional platting services by FCM, 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 FCM an additional Twelve Thousand Seven Hundred Fifty and 00/100 Dollars (\$12,750.00) for additional platting services as provided in FCM's Proposal attached hereto as Exhibit "A-2" (the "Services") and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** FCM understands and agrees that the Maximum Compensation payable to FCM for Services rendered under this Agreement, as amended, is hereby increased to an amount not to exceed Seventy Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$79,250.00) authorized as follows:

\$16,500.00 under the Agreement; and
\$50,000.00 under the First Amendment
\$12,750.00 under this Second Amendment

In no event shall the amount paid by County under this Agreement, as amended, 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 \$79,500.00 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, as amended, 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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$79,500.00.

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, FCM hereby verifies that FCM 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, FCM 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, FCM 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, FCM 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, 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.
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.
7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

FCM ENGINEERS, P C



Authorized Agent – Signature

Frank C. Mbachu, P.E. DEE

Authorized Agent- Printed Name

President

Title

4/23/2025

Date

APPROVED:



James Knight, Director
Facilities Management & Planning

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A-2

(FCM's Proposal Follows Behind)



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

March 26, 2025

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-Survey-Platting
Fort Bend County, Texas

Dear Mr. Knight:

Pursuant to your request, attached is copy of Phase II Survey-Prepare Class 2 subdivision plat to create a reserve. Securing approval from the Houston Planning Commission and Fort Bend County.

We have attached a copy of Survey Proposal for your review and approval.
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

LANDTECH

Landtech, Inc.
2525 North Loop West, Suite 300
Houston, Texas 77008
T: 713-861-7068; F: 713-861-4131
TBPELS Reg. No. 10019100

February 12, 2024

Mr. David L. Collins, P.C., RPLS, F. ASCE
FCM Engineers, PC
3300 S. Gessner Road, Suite 249
Houston, Texas 77063

Re: Proposed FM 1464 Fort Bend Facility
Fort Bend County, Texas

Dear Mr. Collins:

It is my pleasure to submit the following proposal for providing professional surveying services for the above referenced project. The scope of work and associated fee are as follows:

Boundary and topographic survey of the 2.7-acre site. Tie survey to the FEMA benchmark.
Research at public and private agencies. Provide CAD file of the field data.

Total Fee of \$ 10,500.00

Prepare Class 2 subdivision plat to create a reserve. Secure approach from the Houston Planning Commission and Fort Bend County.

Total Fee of \$12,750.00

Thank you for the opportunity to submit this proposal.

Sincerely,



Paul Kwan, RPLS
President