STATE OF TEXAS	**§**	18-ENG-500057-A6
	§	
COUNTY OF FORT BEND	**§**	

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Greenbusch – Project No. 13312)

THIS "Sixth Amendment to Agreement for Professional Engineering Services" ("Amendment") is entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and AGUIRRE AND FIELDS, LP ("Engineer"), a company authorized to conduct business in the State of Texas. County and Engineer 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 March 22, 2016 (the "Agreement") for Greenbusch under Project No. 13312 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was amended on August 28, 2018 ("First Amendment"), August 23, 2022 ("Second Amendment"), July 11, 2023 ("Third Amendment"), December 5, 2023 ("Fourth Amendment"), December 18, 2024 ("Fifth Amendment"); and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement with respect to one or more matters, which may include extending the time for performance, providing for additional services by Engineer, or increasing the total Maximum Compensation, and further desire to ratify and confirm all the terms and conditions 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Definitions.**

   (a) "Engineer" means AGUIRRE AND FIELDS, LP, regardless of the name previously used to identify Engineer in the Agreement or any prior amendments.

   (b) "Agreement means the Agreement together with all prior amendments which shall be deemed incorporated herein for all purposes.

3. **Amendments.**

(a) **Time for Performance:** The Time for Performance for the Services provided by Engineer under the Agreement is hereby not amended, and the existing Time for Performance remains in full force and effect. Engineer shall complete the Services within the applicable time period or within such additional time as may be extended in writing by County.

(b) **Scope of Services.** The Scope of Services under the Agreement is hereby amended to include the additional services provided in "**Exhibit A"**, attached hereto and incorporated herein by reference. Engineer shall perform all additional services set forth in the attached exhibit in accordance with the standards, requirements, and conditions of the Agreement. Except as expressly modified by this Amendment, all terms and obligations relating to the Scope of Services under the Agreement shall remain in full force and effect.

(c) **Maximum Compensation.** The Parties hereby amend the Agreement to increase the Maximum Compensation, if applicable, to account for any extension of time for performance and/or additional services authorized under this Amendment. County shall pay Engineer an additional Thirty-Seven Thousand Three Hundred Twenty-Five dollars 00/100 ($37,325.00). The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased-to an amount not to exceed One Million Three Hundred Thirty-Seven Thousand Six Hundred Fifty-Six dollars 75/100 ($1,337,656.75) authorized as follows:

$684,751.00	under the Agreement
$212,379.75	under the First Amendment
$25,000.00	under the Second Amendment
$117,559.00	under the Third Amendment
$260,642.00	under the Fourth Amendment
$0.00	Under the Fifth Amendment
$37,325.00	Under the Sixth Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 One Million Three Hundred Thirty-Seven Thousand Six Hundred Fifty-Six dollars 75/100 ($1,337,656.75) specifically allocated to fully

discharge any and all liabilities County may incur under the Agreement, as amended.

Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed One Million Three Hundred Thirty-Seven Thousand Six Hundred Fifty-Six dollars 75/100 ($1,337,656.75).

4. **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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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.

5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, AS AMENDED, ENGINEER 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 by this Amendment, 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.

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}

FORT BEND COUNTY, TEXAS

_____
Daniel Wong, County Judge

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

AGUIRRE AND FIELDS, LP
AGUIRRE & FIELDS, LP

Christine R. Crosby
_____
Authorized Agent – Signature

Christine R. Crosby
Authorized Agent- Printed Name

Vice-President of Aguirre, LLC - General Partner
Title

8/15/2026
_____
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 the Fort Bend County under this Agreement.

_____
Robert E. Sturdivant, County Auditor

I:\AGREEMENTS\2026 Agreements\Engineering\Aguirre And Fields, LP (18-Eng-500057-A6)\2026-6-24-ENG - Amendment to Agmt for Prof Eng Services- Aguirre and Fields, LP.docx rb 6.26.26

EXHIBIT A

(Follows Behind)

AGUIRRE & FIELDS
ENGINEERING INNOVATORS

6/22/2026

Mark C. Dessens, P.E.
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, TX 77079

Re: **Greenbusch Road Proposal – Construction Phase Service**
Project No. 13312
PO Number 138400

Mr. Dessens:

We are pleased to provide this revised proposal for professional engineering services for the referenced project. The general scope of the project includes reconstruction of Greenbusch Road between Gaston Road and Westheimer Parkway, converting the existing two-lane roadway with open ditches into a two-lane section with curb and gutter.

At this time, we respectfully request an increase in the project fee to support the remaining duration of the work. The project is currently projected to require six months to complete, with an anticipated completion date of December 31, 2026. The original fee has been fully utilized, and this adjustment is necessary for us to continue providing the level of support required for successful project delivery.

We appreciate the opportunity to continue working with Fort Bend County on this important project. Should you have any questions or require additional information regarding this proposal, please do not hesitate to contact me.

Sincerely,

Richard Birdwell, P.E.
Project Manager

PRIME: AGUIRRE & FIELDS, LP

FEE Schedule- Level of Effort (Exhibit A-6 LOE) Time and Material not to exceed
Project Name: Greenbusch Boulevard Project Re-Bid, Construction Phase services extension

TASK DESCRIPTION Construction Management Services		Project Manager	SR RDWY Engineer	SR Drainage Engineer	SR STR Engineer	Engineer Bridge	Project Engineer	EIT	ENG Tech - SR	CADD Operator	Admin	Total HRs	Total Dollars
Raw Base rate		$ 100.00	$ 88.00	$ 89.00	$ 89.00	$ 62.00	$ 64.00	$ 39.00	$ 60.00	$ 40.00	$ 30.00		
Effective Billable rate (LOE) (Unchanged from last adjustment Amendment 4)		$ 300.00	$ 264.00	$ 267.00	$ 267.00	$ 186.00	$ 192.00	$ 117.00	$ 180.00	$ 120.00	$ 90.00		
		OFFICE OVERHEAD RATE											
Construction Phase Services													
Field Meetings	Time and Material	2	2									4	$ 1,128.00
Answer RFIs	Time and Material	10	6	2	2							20	$ 5,652.00
Review Project Submittals	Time and Material	5	5									10	$ 2,820.00
Plan Revisions	Time and Material	2	10						40	40		92	$ 15,240.00
Substantial Completion Walk	Time and Material	2	2		2							6	$ 1,662.00
Prepare As-Builts	Time and Material	1	2	2	2		6		12	32		57	$ 9,048.00
Total Labor Hours		**22**	**27**	**4**	**6**	**0**	**6**	**0**	**52**	**72**	**0**	**189**	
Total LABOR COST- Not to exceed		**$ 6,600.00**	**$ 7,128.00**	**$ 1,068.00**	**$ 1,602.00**	**$ -**	**$ 1,152.00**	**$ -**	**$ 9,360.00**	**$ 8,640.00**	**$ -**		**$ 35,550.00**

Direct Expense TAS Plan Review and Inspection	Direct Expenses
ACI Consulting Architects	$ 1,600.00
TDLR Project Registration Fee	$ 175.00
Total Direct COST	**$ 1,775.00**

Total Combined Cost	**$ 37,325.00**