STATE OF TEXAS	**§**	25-ENG-100513-A2
	§	
COUNTY OF FORT BEND	**§**	

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(1st Street – Project No. 23413)

THIS "Second 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 CONSOR NORTH AMERICA, INC. ("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 April 8, 2025 (the "Agreement") for engineering, design and bid phase services for1st Street under Project No. 23413 ; and

WHEREAS, the Agreement was amended on May 28, 2026 ("First 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 CONSOR NORTH AMERICA, INC., 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 Fifty-Four Thousand, Seven Hundred Thirty-Eight and 60/100 Dollars ($54,738.60). The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased-to an amount not to exceed Six Hundred Seventy-Nine Thousand, One Hundred Fourteen and 90/100 Dollars ($679,114.90) authorized as follows:

$624,376.300	under the Agreement
$0.00	under the First Amendment
$54,738.60	under the Second 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 Six Hundred Seventy-Nine Thousand, One Hundred Fourteen and 90/100 Dollars ($679,114.90) 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 Six Hundred Seventy-Nine Thousand, One Hundred Fourteen and 90/100 Dollars ($679,114.90).

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

_____
County Judge

_____
Printed Name

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

CONSOR NORTH AMERICA, INC.

Signed by:
B2FBD6C47A5241E...
Authorized Agent – Signature

zina schwartz
Authorized Agent- Printed Name

Executive Vice President
Title

8/20/2026 | 8:43:57 AM CDT
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\Consor Engineers, LLC (25-Eng-100513-A2)\2026-8-3- Amendment to Agmt for Prof Eng Serv (Mobility).docx rb 8.7.2026

EXHIBIT A

(Follows Behind)

1080 Eldridge Parkway, Suite 800
Houston, Texas 77077
Telephone (281) 493-4140
E-Mail: spadhirae@consoreng.com

June 26, 2026

Stacy Slawinski, PE
Fort Bend County Engineering Department
301 Jackson St., 4th Floor
Richmond, TX 77469
(Attn: Marcus Baskin; Ike Akinwande)

Re: 1st Street (Project # 23413)
Professional Civil Engineering Services Proposal – Amendment 1

Dear Mr. Slawinski:

CONSOR Engineers is pleased with the opportunity to work and partner with the Fort Bend County and Pape-Dawson Engineers on this project. Based on the PER presentation that was held with Fort Bend County on February 2, 2026, the client has requested additional work that was not originally scoped for.

SCOPE OF SERVICES
The following work will be performed as part of this amendment:

Project Management:
1. Coordination with client and surveyor for additional work.

Drainage Design:
2. Preliminary Design - drainage design analysis & re-work to revise the design from open ditch to curb and gutter with storm sewer for the full western limits of the project. Approximately 1,200 linear feet.
3. Final Design – additional work to add storm sewer, inlets, and laterals to PS&E package.
4. Project Management – Coordination with surveyor for additional work.

Survey (as described in attached proposal by Woolpert):
5. Additional topographic survey of approximately 6 acres on the property of Ernest Petitt. 50’ cross-sections.
6. Additional boundary resolution of the east line of the Ernest Petitt property.
7. CCTV video survey of the existing 48” storm sewer along 1st Street extending to Brooks Branch in order to determine physical condition. Including manhole behind the south curb at the west end of existing storm sewer.
8. Effort to assist FBC legal team to work with property owners to establish boundary line agreement. Includes addition research and fieldwork.

9. Integration of additional survey into Right-of-Way Map and topographical files already delivered.

SCHEDULE
Project development will begin two (2) weeks after notice to proceed.

COMPENSATION

Project Management & Drainage (Consor):	$ 20,948.00
Survey (Woolpert):	$ 33,790.60
Total Compensation (Lump Sum):	$ 54,738.60

If you have any questions or require additional information, please don't hesitate to call me. We look forward to working with you on this project.

Regards,



Steve Lewis, P.E.
Project Manager

Enclosures:
Drainage LOE
Survey Proposal & LOE

1st Street
Consor Engineers, LLC

EXHIBIT B

Project Name:	**1st Street (from FM 2919 to Crawford Street)**
Consultant:	**CONSOR Engineers, LLC**
Project Number:	**23413**
Date:	**2026-06-26**

LEVEL OF EFFORT - AMENDMENT 1

PHASE I - PRELIMINARY ENGINEERING SERVICES

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineer In Training	Senior Cadd Operator	Cadd Operator	Admin/Clerical	TOTAL LABOR HRS.
PROJECT MANAGEMENT								
A. Project Management and Administration	2							2
B. Project Coordination with Subconsultants								0
1. Coordination with Woolpert for Surveying	8		2	4				14
SUBTOTAL PROJECT MANAGEMENT	**10**	**0**	**2**	**4**	**0**	**0**	**0**	**16**
INVESTIGATE EXISTING CONDITIONS								
N/A								0
SUBTOTAL INVESTIGATE EXISTING CONDITIONS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
PRELIMINARY ENGINEERING REPORT								
E. Drainage Study								
1. Drainage Area Maps								0
2. Existing Drainage System Analysis								0
3. Proposed Drainage System Analysis	2	4	16	24				46
4. Preliminary Detention Analysis								0
5. Preliminary Drainage Layouts	2		2	8	16			28
6. Drainage Impact Analysis Report								0
SUBTOTAL PRELIMINARY ENGINEERING REPORT	**4**	**4**	**18**	**32**	**16**	**0**	**0**	**74**
HOURS SUB-TOTALS	14	4	20	36	16	0	0	90
CONTRACT RATE PER HOUR	$ 300.00	$ 270.00	$ 210.00	$ 129.00	$ 110.00	$ 100.00	$ 78.00	
TOTAL LABOR COSTS	$ 4,200.00	$ 1,080.00	$ 4,200.00	$ 4,644.00	$ 1,760.00	$ -	$ -	**$ 15,884.00**
% DISTRIBUTION OF STAFFING	26.44%	6.80%	26.44%	29.24%	11.08%	0.00%	0.00%	**100%**

PHASE I - PRELIMINARY ENGINEERING SERVICES	**$ 15,884.00**

PHASE II - DESIGN SERVICES

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineer In Training	Senior Cadd Operator	Cadd Operator	Admin/Clerical	TOTAL LABOR HRS. & COSTS
PROJECT COORDINATION/ MANAGEMENT								
NA								0
SUBTOTAL PROJECT MANAGEMENT	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
DESIGN PHASE								
F. Drainage								0
Drainage Area Maps								0
Design Calculations & Drainage Output Sheets			2	4				6
Drainage Laterals			2	4	4			10
Drainage Details								0
Detention Pond Layout & Cross Sections								0
G. Roadway P&P Sheets (includes Storm Sewer & Sidewalk)			4	8	8			20
SUBTOTAL DESIGN PHASE	**0**	**0**	**8**	**16**	**12**	**0**	**0**	**36**
ESTIMATE/PROJECT MANUAL								
NA								0
								0
SUBTOTAL ESTIMATE/PROJECT MANUAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
HOURS SUB-TOTALS	0	0	8	16	12	0	0	36
CONTRACT RATE PER HOUR	$ 300.00	$ 270.00	$ 210.00	$ 129.00	$ 110.00	$ 100.00	$ 78.00	
TOTAL LABOR COSTS	$ -	$ -	$ 1,680.00	$ 2,064.00	$ 1,320.00	$ -	$ -	**$ 5,064.00**
% DISTRIBUTION OF STAFFING	0.00%	0.00%	33.18%	40.76%	26.07%	0.00%	0.00%	**100%**

PHASE II - FINAL DESIGN SERVICES	**$ 5,064.00**

AMENDMENT 1 - PROJECT SUMMARY (CONSOR)	
PHASE I - PRELIMINARY ENGINEERING SERVICES	**$ 15,884.00**
PHASE II - FINAL DESIGN SERVICES	**$ 5,064.00**
PROJECT TOTAL	**$ 20,948.00**

WOOLPERT

June 11, 2026

Steve Lewis, P.E.
Senior Project Manager
CONSOR
o: 1.281.698.8136 m: 1.713.854.8077

via email: slewis@consoreng.com

Re: 1ST STREET IN TOWN OF KENDLETON, FORT BEND COUNTY, TEXAS

Dear Mr. Lewis:

Please accept this as Woolpert's fee proposal to perform additional survey services on the above referenced project.

Scope of Work

The following describes the basis and scope of services for this estimate:

- Additional topographic survey of approximately 6 acres on the property of Ernest Petitt. 50' cross-sections. (see Exhibit A)
- Additional boundary resolution of the east line of the Ernest Petitt property. (See Exhibit A)
- CCTV video survey of the existing 48" storm sewer along 1st Street extending to Brooks Branch in order to determine physical condition. Including manhole behind the south curb at the west end of existing storm sewer. (See Exhibit B)
- Effort to assist FBC legal team to work with property owners to establish boundary line agreement. Includes addition research and fieldwork.
- Integration of additional survey into Right-of-Way Map and topographical files already delivered.

Fee Summary (Lump Sum)

Additional Survey Request (Topographic/Boundary Survey, Boundary Agreement Assistance: **$23,102.60**
CCTV Video Survey of 48" RCP Storm Drain Pipe: **$10,688.00**

Total Fees: **$33,790.60**

Assumptions

- Surveyors will be permitted to work from 7am to 6pm, 5 days a week, with vehicular access to the entire project.
- Night work is not included and if required, it will be done at an additional fee.
- Individual trees will **not** be located.
- No more than one round of client comments on parcel exhibits is expected.
- Services that are not mentioned as part of the scope of services are not included.
- The schedule is based on working 5 days a week. If weather prevents the fieldwork from being completed, additional time may be necessary. If weather delays occur, they will be communicated on a weekly basis.
- No permitting or traffic control is included or expected as part of this project.
- If water level is too high to CCTV, travel will still be paid.
- CMP are missing a bottom they will be labeled as MSA and a reversal will be done.

- Woolpert will use industry-standard care in our work methods and take all necessary precautions against improper use of cleaning and camera equipment to avoid damaging the sewer and/or manholes. In the unexpected event that equipment becomes lodged in the sewer, the client will be responsible for the costs associated with any repairs or extractions that are required due to existing structural defects or failures. If it is determined that operator negligence lead to necessitating an extraction, then Woolpert will be responsible for costs associated with that.
- If no manhole access to pipes is available, we will not be able to cctv pipe segment.

Schedule

Field work will begin two (2) weeks after notice to proceed is received. Draft deliverables will be completed four (4) weeks from notice to proceed. Client comments will be addressed one (1) week from receipt.

Should you have any questions, please feel free to contact me at 512-731-4059. We look forward to working with you and your staff.

Sincerely,



J. Todd Odham, RPLS
Geospatial Project Manager IV
Transportation Geospatial



Thomas E. Mackie, PS
Vice President
Survey & Geomatics Discipline Leader

EXHIBIT A



EXHIBIT B

