

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES**

THIS THIRD 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 AECOM Technical Services, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Construction Management Services on August 23, 2016 pursuant to SOQ 14-025, (hereinafter "Agreement"), as amended by documents executed on July 25, 2017, (hereinafter "Amendment"), and October 1, 2019 (hereinafter "Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional fourteen thousand eight hundred thirty-two dollars and no/100 (\$14,832.00) for additional construction management services, as described in Contractor's request for budget increase dated June 17, 2021, attached hereto as Exhibit A and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million ninety-one thousand six hundred thirty-two dollars and 00/100 (\$1,091,632.00), authorized as follows:
 - \$156,800.00 under the Agreement;
 - \$470,000.00 under the Amendment;
 - \$450,000.00 under the Second Amendment; and
 - \$14,832.00 under this Third Amendment.
3. In no case shall the amount paid by the County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without further written agreement.

4. The parties hereby agree to extend the Time of Performance under the Agreement to end no later than twenty-four (24) months after final execution of this Third Amendment.
5. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

Except as provided herein, the parties agree that all terms and conditions of the Agreement and any subsequently executed amendment shall remain unchanged.

FORT BEND COUNTY

AECOM TECHNICAL SERVICES, INC

KP George
Date 9.14.2021 County Judge KP George

R. Brent Patterson, P.E.
Authorized Agent – Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



AVP Texas CEI Leader.
Title

8/23/21
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

Robert E. Sturdivant
\$ 1,091,632.00 09/17/2021

I hereby certify that funds are available in the amount of \$ 1,091,632.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A



AECOM
19219 Katy Freeway
Suite 100
Houston, TX 77094
www.aecom.com

281 646 2400 tel
281 646 2401 fax

06/17/2021

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
301 Jackson Street
Richmond, TX 77469

Dear Mr. Slawinski:

As we expressed to you in our email on May 26, 2021, we have expended our budget for this project, Cane Island Parkway – Phase 2. AECOM would like to continue providing construction management services to Fort Bend County for the work that remains.

Cane Island Parkway -- Phase 2 final completion date was May 14, 2021, however the project closeout procedures remain to be completed. We estimate an approximate budget of \$14,832.00 would be sufficient to complete.

The two primary reasons for this request is the time extensions for additional work to the construction contracts and AECOM's higher level of inspection to insure a quality product. This resulted in considerably more hours than the original estimate of 20hrs/week.

Attached are document to support this request.

Thank you for your consideration and we look forward to your reply. If you have any questions you can reach me at (281) 673-7823

Respectfully,

Michael Chetty, P.E.
Project Manager
AECOM Texas CEI

Descriptions	Hours	Rates	Total
Resident Engineer III	16	\$ 210.00	\$ 3,360.00
Admin/Clerical	8	\$ 84.00	\$ 672.00
Office Engineer	80	\$ 135.00	\$ 10,800.00
			\$ 14,832.00