



(3) Section 4 of the Agreement is amended and restated as follows:

Section 4. Limit of Appropriation

- 4.1 Contractor 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 Two Hundred Fifty One Thousand and Two Hundred Twenty One and 00/100 Dollars (\$251,221.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
- 4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Fifty One Thousand and Two Hundred Twenty One and 00/100 Dollars (\$251,221.00).

(4) Section 25 of the Agreement is amended and restated as follows:

Section 25. Certain State Law Requirements for Contracts

- 25.1 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.
- 25.2 Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate 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.
- 25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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.
- 25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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.

25.5 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this First Amendment.
- (6) **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms and conditions provided in the Agreement shall remain the same.
- (7) **Conflict.** If there is a conflict among documents that make up the Agreement, the most recently executed document will prevail with regard to the conflict.
- (8) **Multiple Counterparts.** This First Amendment may be executed in multiple counterparts, each of which will be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final Party.

{Signatures to Follow on Next Page}

**FORT BEND COUNTY, TEXAS**


  
County Judge KP George  
\_\_\_\_\_  
KP George, County Judge

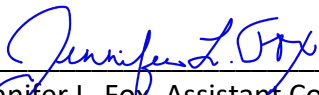
October 25, 2022  
Date



**ATTEST:**


  
\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**   
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

**APPROVED AS TO LEGAL FORM:**  
  
\_\_\_\_\_  
Jennifer L. Fox, Assistant County Attorney


**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 251,221.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

*i:\agreements\2021 agreements\engineering\kci technologies (21-eng-100724-a1)\2022-9-29 1st amendment - kci tech.docx - JLF*

**KCI TECHNOLOGIES, INC.**

  
\_\_\_\_\_  
Authorized Agent – Signature  
  
Glenn D. Graham, P.E.  
\_\_\_\_\_  
Authorized Agent- Printed Name  
  
Regional Practice Leader  
\_\_\_\_\_  
Title  
  
9/30/2022  
\_\_\_\_\_  
Date

# EXHIBIT A

(Contractor's Supplemental Scope of Work and Quote Follow Behind)

**SUPPLEMENTAL SCOPE OF WORK**  
**Project Name: Bellaire Blvd. Right Turn Lanes@ SH 99**  
**Project Number: 20313x**

**Existing Conditions**

Currently there is a 12" water line located on the east side of the SH 99 intersection parallel to Bellaire Blvd that would be located under the pavement of the proposed right turn lane. The existing water line is at an elevation of approximately 96 ft. and the top of curb for the right turn lane is approximately 101 ft.

Currently there is an 18" sanitary sewer line located on the west side of the SH 99 intersection parallel to Bellaire Blvd that the MUD District has requested to be relocated due to the right turn lane. The existing sanitary sewer line is at an elevation of approximately 88 ft. and the top of curb for the right turn lane is approximately 102 ft

**Proposed Conditions**

Relocate the 12" water line from approximately Sta 114+20 to Sta 111+00 between the ROW line and the proposed sidewalk. Relocate one fire hydrant to the 2 ft buffer area between the back of curb and the sidewalk at its current location. Reconnect the 1" service line and meter to the 12" water line for SAM's Club.

Relocate the sanitary sewer line from the existing manhole located in the turnaround intersection of SH 99 frontage road west to the existing manhole at approximately Sta 103+00. The relocation will include the installation of 2 new manholes. The grade of the sanitary sewer line will be as shown on the attached exhibit.

**Assumptions:**

- Relocation of the water line and sanitary sewer line will be as shown on the attached exhibits.
- City of Houston standard details for water line and sanitary sewer will be utilized.
- As-built record drawings for the existing water line and existing sanitary sewer line will be provided which include depth of existing features.
- No additional topographic survey will be required. The elevations for the water line and existing sanitary sewer line will be provided.
- No additional SUE investigation will be required.
- A new fire hydrant will be provided. The existing fire hydrant assembly will be salvaged and provided to the MUD District if requested.
- The design does not include any connection to an irrigation system.
- Waterline quantities and cost will be separate from the right turn project.
- For the relocation of the sanitary sewer line, the proposed ROW plat and property description will be revised.

- A ROW plat and property description for an easement for the waterline relocation will be prepared. The easement will be located on SAM's Club property.
- The current right turn lane design will be revised to remove the retaining wall.
- For the construction of the sanitary sewer line. the southbound frontage road for SH 99 will be closed to traffic for the installation of the line across the frontage road. This will require addition TCP detail such as detour plans, TCP for frontage road closure, etc.
- The Study Report will not be revised to incorporate the relocation water line or sanitary sewer line.
- A second 95% submittal will be provided including the water line and sanitary sewer line design.

## Professional Services

Overall Scope:

The overall scope is to provide engineering services necessary for the relocation of the existing water line and sanitary sewer line as described below:

### A. General Scope:

The Design will use the exhibits provided and will further develop the design to bring the design drawings to a bid ready level of detail based on the **Fort Bend County Engineering Design Manual**

### B. Supplemental Deliverables:

- i. Revised Plan sheets, including
  - a. Index of sheets
  - b. Typical sections,
  - c. Plan and Profile sheets
  - d. TCP
    - i. New sheets for detour
    - ii. New sheet for Frontage Road Closure
  - e. Standard drawings & details, as appropriate
- ii. Cost estimate

### C. Project Management

A second 95% submittal will be required.

## Sub-Consultant Services

Survey Services – GeoSurv, Inc.

Will provided revised plat and property description for Parcel #1 and will prepare a easement for the waterline relocation.



ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANA

P.O. Box 791479 • Baltimore, MD 21279-1479

PROJECT NAME: BELLAIRE BLVD RIGHT TURN LANES @ SH99  
2020 MOBILITY ENGINEERING AND SURVEYING

	Authorized Amount P.O. # 201137	Reallocated Budgeted Amount (03/10/2022)	Reallocated Budgeted Amount (08/23/2022)	Additional Fee Requested
<b>KCI Services</b>				
1) Study Phase	\$ 43,392.00	\$ 45,042.00	\$ 45,042.000	\$ -
2) Design Phase	\$ 55,401.00	\$ 58,308.00	\$ 58,308.00	\$ -
2a) TDLR Services	\$ -	\$ 1,220.00	\$ 1,220.00	\$ -
2b) Drone Photogrammetry	\$ -	\$ 3,543.00	\$ 3,543.00	\$ -
2c) Water Line			\$ 2,433.00	\$ 2,433.00
2d) Sanitary Sewer			\$ 7,437.00	\$ 7,437.00
3) Bid Phase	\$ 25,128.00	\$ 25,128.00	\$ 25,128.00	\$ -
<b>Subtotal:</b>	<b>\$ 123,921.00</b>	<b>\$ 133,241.00</b>	<b>\$ 143,111.00</b>	<b>\$ 9,870.00</b>
<b>Subconsultant Services</b>				
<b>MBCO - TRAFFIC SERVICES</b>				
1) Study Phase	\$ 20,470.00	\$ 16,750.00	\$ 16,750.00	\$ -
2) Design Phase	\$ 35,060.00	\$ 24,460.00	\$ 24,460.00	\$ -
3) Additional Signal Heads	\$ 7,905.00	\$ 7,905.00		\$ (7,905.00)
<b>TSC - GEOSURVEY</b>	0	0		
1) Proposed ROW Mapping	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 5,000.00
2) Topo Survey	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ -
3) Water Line Easement			\$ 5,000.00	\$ 5,000.00
<b>PARADIGM - GEOTECH</b>				
1) Roadway - Report	\$ 9,400.00	\$ 9,400.00	\$ 9,400.00	\$ -
2) Retaining wall recommendation	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
Unallocated budget		\$ -		
<b>Subconsultant Subtotal:</b>	<b>\$ 115,335.00</b>	<b>\$ 106,015.00</b>	<b>\$ 108,110.00</b>	<b>\$ 2,095.00</b>
<b>Total Services</b>	<b>\$ 239,256.00</b>	<b>\$ 239,256.00</b>	<b>\$ 251,221.00</b>	<b>\$ 11,965.00</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2022-940006

**Date Filed:**  
 09/30/2022

**Date Acknowledged:**  
 10/25/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 KCI Technologies, Inc.  
 Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 20313x  
 Professional Engineering Services (the "Agreement") for improvements to Bellaire Boulevard Turn Lanes at SH 99 (the "Services")

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)