

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

**THIRD AMENDMENT TO AGREEMENT FOR  
 PROFESSIONAL CIVIL ENGINEERING SERVICES  
 HARLEM ROAD PARK**

**THIS THIRD AMENDMENT** ("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 **PACHECO KOCH CONSULTING ENGINEERS, LLC**, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas. County and Consultant are hereinafter collectively referred to as the "Parties" and each individually a "Party."

**WHEREAS**, on or about June 27, 2022, the Parties entered into that certain *Agreement for Professional Civil Engineering Services Harlem Road Park*, as amended on or about March 2, 2023, and again amended on or about June 26, 2023 (hereinafter collectively the "Agreement") which is incorporated by reference as if set forth herein verbatim; and

**WHEREAS**, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Consultant, to increase the Total Maximum Compensation for completion of such services, extend the time of performance, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

**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 Consultant an additional Eight Thousand Five Hundred and 00/100 dollars (\$8,500.00) for the performance and completion of additional services as described in Consultant's Supplemental Agreement No. 3 (the "Services") attached hereto as Exhibit "B-3" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed

Fifty Five Thousand Ten and 00/100 dollars (\$55,010.00), authorized as follows:

\$23,070.00	under the Agreement
\$3,900.00	under the First Amendment
\$19,540.00	under the Second Amendment
\$8,500.00	under this Third Amendment
<b>TOTAL</b>	<b>\$55,010.00</b>

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty Five Thousand Ten and 00/100 dollars (\$55,010.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Fifty Five Thousand Ten and 00/100 dollars (\$55,010.00).

3. **Time of Performance.** The Parties hereby agree to extend the Time of Performance under the Agreement to end no later than January 31, 2024. Consultant shall complete the tasks described in the Scope of Services and in Exhibit "B-3" attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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 Amendment shall prevail with regard to the conflict.

**{Remainder of Page Intentionally Left Blank}**

**{Execution Page Follows}**

FORT BEND COUNTY

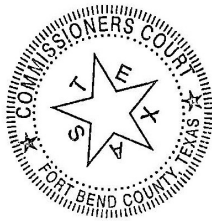
PACHECO KOCH CONSULTING ENGINEERS,  
LLC

KP George

KP George, County Judge

June 11, 2024

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

Brian O'Neill

Authorized Agent – Signature

Brian O'Neill, PE, CFM

Authorized Agent- Printed Name

Senior Director, Public Infrastructure

Title

May 20, 2024

Date

APPROVED:

Darren McCarthy

Darren McCarthy, Parks and Recreation Director

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 55,010.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\parks\pacheco koch consulting engineers, inc. (22-parks-101040-a3)\3rd amendment.agmt for prof eng svcs.harlem road park (kcj - 11.13.2023)

# EXHIBIT B-3

### SUPPLEMENTAL AGREEMENT No. 3

WHEREAS, **Fort Bend County Parks Department** (CLIENT) and **Pacheco Koch Consulting Engineers, LLC** (CONSULTANT) made and entered into an agreement dated May 9, 2022 (AGREEMENT); and

WHEREAS, the AGREEMENT involves engineering services for the Harlem Road Park Grading & Detention Design - Modifications (PROJECT); and

WHEREAS, it has become necessary to execute Supplemental Agreement No. 3 to said AGREEMENT to include an increased scope of work and revised maximum fee;

NOW THEREFORE, CLIENT and CONSULTANT, acting herein by and through their duly authorized representatives, enter into the following agreement which amends the AGREEMENT;

1.

Article II of the AGREEMENT is amended to include the additional engineering services as specified in Exhibit A attached hereto and incorporated herein. The cost for the additional design services to be performed by CONSULTANT total \$8,500.00.

2.

Article III of the AGREEMENT is amended to provide for an increase in the amount of \$8,500.00 for a total maximum fee to be paid to CONSULTANT for all work and services performed in the AGREEMENT, as amended, so that the total fee paid by the CLIENT for all work and services shall not exceed the sum of \$55,010.00.

3.

All other provisions of the AGREEMENT which are not expressly amended herein shall remain in full force and effect.

This Supplemental Agreement No. 3 is made on the 24<sup>th</sup> day of August, 2023.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Supplemental Agreement No. 3 on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in effect.

FORT BEND COUNTY PARKS DEPARTMENT

PACHECO KOCH CONSULTING ENGINEERS, LLC

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Darren McCarthy  
Director



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Brian D. O'Neill, P.E., CFM  
Director, Public Infrastructure

**SUPPLEMENTAL AGREEMENT NO. 3  
EXHIBIT 'A' – SCOPE OF ADDITIONAL SERVICES**

**HARLEM ROAD PARK – PARKING LOT DESIGN**

Fort Bend County Facilities has a design for an expansion of Harlem Road Park on Harlem Road near Richmond, Texas. The total work area in the park is approximately 2.8 acres on the north side of the existing park, west of Harlem Road. The County seeks to provide an asphalt parking lot on approximately 12,960 SF next to the proposed pickleball courts and adjacent to the existing parking lot. This proposal provides for design only for the new parking area.

**BASIC SERVICES:**

A. Design

1. Prepare sealed construction plans for proposed asphalt parking lot and associated features and acquire all requisite agency approvals. Plans to include:
  - Grading for parking area to match adjacent grades for sidewalk and existing parking pavement, drain to detention basin.
  - Design for culvert to maintain drainage through existing swale.
  - Detention is not required. storage for new parking area is included in existing basin being constructed per plans entitled, Harlem Road Park Expansion, by Pacheco Koch Engineers, approved 10/27/22.
  - Address RFIs by contractor.
2. Not Included in this Scope:
  - Review by City of Richmond (confirmed not required).
  - Surveying of any kind.
  - Coordination with any subconsultants, such as but not limited to geotech, surveyors, environmental, electrical, lighting, etc.
  - Construction Administration or Services of any kind including site visits, shop drawing review, inspections, pay applications, certificate of completion, coordination with private utilities.

END OF EXHIBIT 'A'

**EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT**

**HARLEM ROAD PARK GRADING & DETENTION DESIGN - MODIFICATION**

**COMPENSATION:**

For all professional services included in EXHIBIT 'A', Scope of Services, Pacheco Koch shall be compensated a lump sum fee of \$8,500.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

A. Design	<u>\$ 8,500.00</u>
<b>TOTAL</b>	<b>\$ 8,500.00</b>

**METHOD OF PAYMENT:**

Pacheco Koch shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Pacheco Koch.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Pacheco Koch plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Pacheco Koch's cost.

END OF EXHIBIT '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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Pacheco Koch Consulting Engineers, LLC  
Houston, TX United States

**Certificate Number:**  
2024-1165202

**Date Filed:**  
05/22/2024

**Date Acknowledged:**  
06/11/2024

**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 Parks Department

**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.**

101040-A3  
Civil Design Services - Harlem Road Park Parking Lot Design

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tippie, Aaron J.	Plano, TX United States	X	
	Syriani, David	Plano, TX United States	X	
	Powell, Bryan P.	Plano, TX United States	X	
	Parsky, Gerald L.	Plano, TX United States	X	
	Harrison, William B.	Plano, TX United States	X	
	Greenhagen, Paul V.	Plano, TX United States	X	
	Byrne, Mark J.	Plano, TX United States	X	
	Burke, Michael J.	Plano, TX United States	X	
	Bossidy, Lawrence A.	Plano, TX United States	X	

**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)