

## **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

(Quiddity Engineering, LLC – Downtown Missouri City Project)

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Quiddity Engineering, LLC, ("Contractor"), a Texas limited liability company. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on September 25, 2024 (the “Agreement”) for Professional Engineering Services for the Downtown Missouri City Project (“Project”) for preliminary engineering services for the overall development of the Project; and

WHEREAS, the Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as 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. **Contractor Name.** All references in the Agreement to “Quiddity Engineering, LLC, a corporation duly authorized to conduct business in the state of Texas” shall mean and are replaced with “Quiddity Engineering, LLC, a Texas limited liability company.”
2. **Scope of Services.** County shall pay Contractor an additional Thirty Nine Thousand Five Hundred and 00/100 Dollars (\$39,500.00) for the addition of surveying services for the Project as provided in Contractor’s Proposal dated November 8, 2024 attached hereto as Exhibit “A-1” (the “Services”) and incorporated by reference for all intents and purposes.

3. **Time for Performance.** Time for performance for the Services under this First Amendment shall begin with Contractor's receipt of Notice to Proceed (the "Commencement Date") and shall end no later than twenty (20) days from the Commencement Date. Contractor shall complete the Services within this time or within such additional time as may be extended by County.
4. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for the Services rendered under this Agreement is hereby increased to an amount not to exceed Eighty Five Thousand Five Hundred and 00/100 Dollars (\$85,500.00) authorized as follows:

\$46,000.00 under the Agreement; and  
\$39,500.00 under this First Amendment; and

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 \$85,500.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$85,500.00.

5. **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, Contractor hereby verifies that Contractor 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, 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.

- C. 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.
  - D. 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.
- 6. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
  - 7. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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.
  - 8. **Modifications and Conflict.** Except as modified by this First 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 First Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

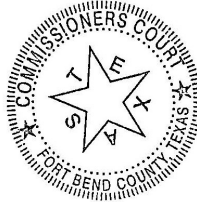
**FORT BEND COUNTY, TEXAS**

KP George  
KP George, County Judge

November 27, 2024  
Date

**ATTEST:**

Laura Richard  
Laura Richard, County Clerk



**QUIDDITY ENGINEERING, LLC**

Donald Durgin  
Authorized Agent – Signature

Donald Durgin

Authorized Agent- Printed Name

Transportation Manager

Title

11/18/2024

Date

**APPROVED:**

J. Stacy Slawinski  
J. Stacy Slawinski, County Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 39,500.00 to accomplish and pay the obligation of the Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant  
Robert E. Sturdivant, County Auditor

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# **EXHIBIT A-1**

(Follows Behind)

November 8, 2024

Commissioner Grady Prestage  
Fort Bend County Precinct 2  
303 Texas Parkway, Ste. 213  
Missouri City, TX 77489

Re: Professional Engineering Services Proposal for  
**Downtown Missouri City – Survey**  
City of Missouri City, Texas

Dear Commissioner Prestage,

We are pleased to present our proposal for Professional Services in connection with surveying services for the proposed Downtown Missouri City project. The project is located in the tract of land southwest of the intersection of Thomas Taylor Parkway and Texas Parkway to create a mixed-use development of retail, single and multi-family residential, parks, and public infrastructure.

Based on our understanding of your project, we prepared the following Scope of Services for your consideration. The following services will be provided for a lump sum fee of **\$39,500** and will be completed within **20 days**.

### Scope of Services

1. ALTA/NSPS Land Title Survey: Quiddity will perform an ALTA/NSPS Land Title Survey in accordance with the 2021 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS that will address items 1, 2, 3, 4, 7a, 8, 9, 11 (Observed Evidence) 13, 14, 15, 16, 17 and 19. Any easements shown will be based on a Title Commitment provided by the Client.
2. Topographic Survey: Quiddity will perform an on-the-ground topographic survey of the overall 20 acres to establish existing ground elevations and locate visible improvements and utilities. Vertical control will be based on Harris County Reference Marks. Ground elevations will be collected on a 100 foot grid and will include cross sections within the adjoining rights-of-way of Thomas Taylor Pkwy and Texas Pkwy. We will locate visible utilities and those marked by the ONE-CALL system, we will determine flowline depths (and sizes) of visible pipes in manholes and inlets. This work does not include excavation or hydro-excavation for utility location.
3. Tree Survey: Quiddity will perform a tree survey that will show the location of all existing trees 6 inches and larger along with multi-stem trees equaling 8 inches and larger, tagged with Aluminum tags and a number corresponding to the tree list on the face of the survey. The trees will be sized, typed, and measured at a height of approximately 4.5 feet from the ground.



Commissioner Prestage

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November 8, 2024

We appreciate the opportunity to present this proposal. Should you have any questions, or require additional information, please call.

Sincerely,

A blue ink signature of Don Durgin, written in a cursive style.

Don Durgin, P.E.  
Transportation Manager

A black ink signature of Mark R. Richardson, written in a cursive style.

Mark R. Richardson, P.E.  
Project Engineer

# 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.**

Quiddity Engineering, LLC  
Bellaire, TX United States

**Certificate Number:**  
2024-1240328

**Date Filed:**  
11/18/2024

**Date Acknowledged:**  
11/26/2024

**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

**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.**

23217x  
Preliminary Engineering Services for Development of Missouri City Downtown

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Synatschk , Tobin	Bellaire, TX United States	X	
	Black , Clayton	Bellaire, TX United States	X	
	Kennedy, Bryan	Bellaire, TX United States	X	
	Krahn, Kevin	Bellaire, 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)