STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND	§	

## SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FORT BEND COUNTY WESTPARK PARK AND RIDE RFQ 19-020

THIS SIXTH 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 Huitt-Zollars, Inc. (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Professional Construction Management Services, on or about October 1, 2019, and as amended on October 22, 2019, September 1, 2020, April 26, 2022, November 22, 2022, and December 5, 2023 (collectively the "Agreement"); and

WHEREAS, the following changes are incorporated as if a part of the original Agreement, and incorporated by reference in the same as if fully set forth verbatim herein;

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

- Extension of Time of Performance. The time for performance for the Services under the Agreement shall be extended for an additional period of time ending on May 5, 2025.
- 2. Limit of Appropriation. 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 Thirty-Three Thousand, Two Hundred Sixty-Four dollars and 52/100 (\$33,264.52), specifically allocated to fully discharge any and all liabilities County may incur under this amendment. 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 the agreement, shall be increased to and shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Nineteen Thousand, Six Hundred Twenty-Two dollars and 23/100 (\$419,622.23).

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Sixth Amendment and the Agreement, the provisions of this Sixth Amendment shall prevail regarding the conflict.

{Execution Page Follows}

{Remainder Intentionally Left Blank}

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY		HUITT-ZOLLARS, INC.		
KP George, County Judge		Daniel Menendez		
March 12, 2025 Date	ONERS COLLEGE	Vice President Title		
ATTEST:	S A S	February 17, 2025 Date		
<u>Yaura</u> <u>Richard</u> , County Clerk				

## **AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$419,622.23 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

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## **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	ame of business entity filing form, and the city, state and country of the business entity's place business.			Certificate Number: 2025-1270600				
	Huitt-Zollars, Inc.							
_	Houston, TX United States			Date Filed: 02/18/2025				
2	being filed.	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.						
	Fort Bend County			Date Acknowledged: 03/11/2025				
3		per used by the governmental entity or state agency to track or identify						
	description of the services, goods, or other property to be provided 20-PT-100020-A4	ed under the contract.						
	Professional Construction Management Services (Huitt-Zollars	s, Inc.)						
4				Nature of interest				
•	Name of Interested Party City, State, Country (place of but		usiness)	(check ap				
				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	t.						
	Executed inCounty		the	day of	20			
	County	, c.d.o or, orr		(month)				
Signature of authorized agent of contracting business entity (Declarant)								