

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND           §

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

(Freese and Nichols, Inc. – Kitty Hollow Lake Dam Repair Project)

THIS FOURTH AMENDMENT (“Fourth Amendment”) is entered into by and between Fort Bend County Drainage District (“District”), a special district organized under the laws of the state of Texas, and Freese and Nichols, Inc. (“CONSULTANT”), a Texas corporation. District and CONSULTANT are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on February 28, 2023 (the “Agreement”) for the Kitty Hollow Lake Dam Repair Project to assist the District in meeting the Texas Commission on Environmental Quality’s dam safety requirements; and

WHEREAS, the Agreement was subsequently amended on July 10, 2024 (the “First Amendment”), January 15, 2025 (the “Second Amendment”), and May 27, 2025 (the “Third Amendment”) to provide for additional services; 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 Fourth Amendment, the Parties desire to amend the Agreement to provide for additional services by CONSULTANT, 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. **Scope of Services.** District shall pay CONSULTANT an additional Twenty-Five Thousand, Seven Hundred Thirty-Two and 00/100 Dollars (\$25,732.00) for the design of a concrete crest road on the Kitty Hollow Dam embankment and associated services as provided in the CONSULTANT’S Proposal attached hereto as Exhibit “A-4” (the “Services”) and incorporated by reference for all intents and purposes.
2. **Time for Performance.** Time for performance for the Services provided by CONSULTANT under the Agreement is hereby not amended, and the existing Time for Performance

remains in full force and effect. CONSULTANT shall complete the Services within this time or within such additional time as may be extended by County.

3. **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 Five Hundred Eighty Thousand Six Hundred Ten and 00/100 Dollars (\$580,610.00) authorized as follows:

\$399,548.00 under the Agreement; and  
\$128,011.00 under the First Amendment; and  
\$27,319.00 under the Second Amendment; and  
\$ 0.00 under the Third Amendment; and  
\$25,732.00 under this Fourth Amendment

In no event shall the amount paid by District under this Agreement exceed the Maximum Compensation without a District approved change order. CONSULTANT clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of \$580,610.00 specifically allocated to fully discharge any and all liabilities District 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 District may become liable to pay to CONSULTANT under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$580,610.00.

4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by District regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CONSULTANT hereby verifies that CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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 the Agreement.
  - 6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
  - 7. **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 Fourth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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**FORT BEND COUNTY DRAINAGE DISTRICT**

**FREESE AND NICHOLS, INC.**

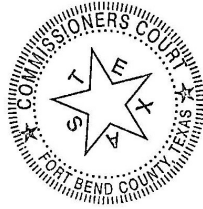
KP George  
KP George, County Judge

Cody M. Cockroft  
Authorized Agent – Signature

January 22, 2026  
Date

Cody M. Cockroft  
Authorized Agent- Printed Name

ATTEST:  
Laura Richard  
Laura Richard, County Clerk



Vice President  
Title  
12/19/2025  
Date

APPROVED:  
Mark Vogler  
Mark Vogler, P.E., Chief Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 25,732.00 to accomplish and pay the obligation of the Fort Bend County Drainage District under this Agreement.

Robert E. Sturdivant  
Robert E. Sturdivant, County Auditor

# **EXHIBIT A-4**

(Scope of Work Follows Behind)



PROFESSIONAL SERVICES AGREEMENT  
AMENDMENT #4

FORT BEND COUNTY DRAINAGE DISTRICT, TX  
1124 Blume Road  
Rosenberg, TX 77471

FNI Project: FBD23284  
Client Contract: P.O. NUMBER: 223889  
Date: 12/01/2025

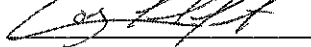
|                                  |                               |
|----------------------------------|-------------------------------|
| Project Name:                    | Kitty Hollow Dam Improvements |
| Description of Services:         | See Attachment A              |
| Deliverables:                    | N/A                           |
| Schedule:                        | N/A                           |
| Compensation Type:               | Lump Sum Fee                  |
| Current Contract Amount:         | \$554,878.00                  |
| Amount of this Amendment:        | \$25,732.00                   |
| Revised Total Amount Authorized: | \$580,610.00                  |

*The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

FORT BEND COUNTY DRAINAGE DISTRICT, TX

FREESE AND NICHOLS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Cody Cockroft  
Title: Vice President  
Date: 12/01/2025

## ATTACHMENT A

### **KITTY HOLLOW DAM IMPROVEMENTS PROJECT SCOPE OF SERVICES FOR CONCRETE CREST ROAD**

#### ARTICLE I

**PROJECT DESCRIPTION:** On September 30, 2024, Freese and Nichols, Inc. (FNI – **Engineer**) went into an agreement with Fort Bend County Drainage District (FBCDD – **Owner**) to include a design for a concrete crest road to be added to the embankment of the Kitty Hollow Dam (Professional Services Agreement Amendment #2). This amendment included additional coordination with AKV/Tetrattech, TCEQ, and TDLR to compliantly incorporate the concrete crest road into the construction plans and project manual. Per discussions with Jeffrey Janacek (FBCDD), the original scope of services for the concrete crest road exceeded the planned effort for project delivery. The agreed time of completion for basic services was expected to be four (4) weeks after notice to proceed, however, extended to September 2025. The scope of services described herein addresses the additional effort to fulfill the basic services outlined in Amendment #2.

An amendment to the original contract is required to reflect the final scope and timelines for the design of the concrete crest road. These revisions result from the inclusion of items outside the original scope of services identified during project execution. All additional work performed beyond the original contract has been documented and is detailed below:

- Coordination with AKV/Tetrattech exceeded the two (2) coordination meetings originally planned and extended the overall project schedule.
  - In total, three (3) additional coordination meetings were held online (3/19/2025, 4/16/2025, 5/21/2025)
  - AKV/Tetrattech requested two additional rounds of submittals and subsequent comment resolutions, increasing CAD and design efforts. For each revised set, additional coordination with TCEQ and TDLR was required to ensure compliance with each respective governing body.
- Additional status reporting was required due to the shift in project timelines.
- Survey data acquired by AKV suggested more recent LiDAR data be implemented into the FNI design of the trail at the SE end of the concrete crest road limits. This discovery required a change in the alignment, and the regrading of the affected portion to meet TDLR requirements.

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project upon execution of this Agreement.

A. TASK 1: PROJECT MANAGEMENT

1. Coordination with Owner and AKV to discuss schedule and design of the concrete crest road to be implemented into the Project.
2. Coordination with the Texas Department of Licensing and Regulation (TDLR)
3. Coordination with the Texas Commission of Environmental Quality (TCEQ).
4. Perform routine project management activities, including:
  - a. Status Reporting / Monthly invoicing
  - b. Develop, manage, monitor, update, and coordinate the baseline schedule throughout the life of the project based on changes or necessary updates.

B. TASK 2: CREST ROAD DESIGN

1. Based on the information contained in the completed drawings, specifications, Construction Contract Documents, designs, and layouts of the improvements to be constructed, prepare revisions of the following documents
  - a. Construction Drawings
  - b. Specifications
  - c. Construction Contract Documents
  - d. Opinion of Probable Construction Cost (OPCC)

ARTICLE II

**TIME OF COMPLETION:** The scope of services described in Article I have been completed in full. This Agreement amends the effort required to complete the original scope of services described in Amendment #2. As such, no Time of Completion is associated with this Agreement.

The final deliverable was received by FBCDD on September 3, 2025.

### ARTICLE III

**RESPONSIBILITIES OF Owner:** Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Owner or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Owner budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- D. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as the Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as the Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Bear all costs incident to compliance with the requirements of this Article III.

ARTICLE IV

**DESIGNATED REPRESENTATIVES:** FNI and Owner designate the following representatives:

Owner's Designated Representative – Jeffrey T. Janecek; 1124 Blume Road, Rosenberg, TX 77471, Office 281-342-2863, Jeffrey.Janecek@fortbendcountytexas.gov.

Owner's Accounting Representative – Wendy DeLeon, 1124 Blume Road, Rosenberg, TX 77471, Office 281-342-2863, Wendy.DeLeon@fortbendcountytexas.gov.

FNI's Designated Representative – Justin Tran; 3600 NW 138th St STE 202, Oklahoma City, OK 73134, Office: 281-849-6147, Justin.Tran@freese.com.

FNI's Accounting Representative – Jennifer Shaw; 10497 Town and Country Way, Suite 600, Houston, TX 77024, Office: 832-303-7446, jennifer.shaw@freese.com.

**ATTACHMENT B**  
**COMPENSATION SCHEDULE**

**KITTY HOLLOW DAM IMPROVEMENTS PROJECT - ADDITIONAL ENGINEERING  
SERVICES FOR CONCRETE PAVED CREST ROAD**

|                             |                 |
|-----------------------------|-----------------|
| <b>BASIC SERVICES</b>       |                 |
| A. Project Management       | \$5,921         |
| B. Crest Road Design        | \$19,812        |
| <b>Basic Services Total</b> | <b>\$25,732</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:**  
2026-1404824

**Date Filed:**  
01/05/2026

**Date Acknowledged:**  
01/22/2026

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Freese and Nichols, Inc.  
Fort Worth, 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.**  
20603  
Professional Services (Kitty Hollow Lake Dam Repair)

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Pence, Robert            | Fort Worth, TX United States             | X                                     |              |
|   | Coltharp, Brian          | Fort Worth, TX United States             | X                                     |              |
|   | Bennett, David           | Denver, CO United States                 | X                                     |              |
|   | Brown, Jessica           | Fort Worth, TX United States             | X                                     |              |
|   | Chambers, Robert         | Fort Worth, TX United States             | X                                     |              |
|   | Hatley, Tricia           | Oklahoma City, OK United States          | X                                     |              |
|   | Payne, Jeff              | Fort Worth, TX United States             | X                                     |              |
|   | Reedy, Michael           | Houston, TX United States                | X                                     |              |
|   | Stull, Cory              | Houston, 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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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)