

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

This FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (the “Amendment”) is made and entered into by and between **WALLER COUNTY, TEXAS** (the “County”) and Schaumburg & Polk, Inc., (the “Engineer” or “Company”). The County and Company are at times collectively referred to as the “Parties” with reference to the following:

A. The Parties entered into an Engineering Services Agreement with an effective date of March 20, 2025 (the “Agreement”).

B. The Parties now desire to amend the Agreement to increase the project length and additional services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement and herein and for good and valuable consideration as agreed to herein, the Parties hereby agree as follows:

1. The first recital of Page 1 is amended to read as follows:

Original Language	Amended Language
WHEREAS , the County proposes to hire the Engineer to perform design services to reconstruct Pitts Road from approximately Lakes of Katy Lane to Clay Road in Waller County, Texas, hereinafter called the “Project”;	WHEREAS , the County proposes to hire the Engineer to perform design services to reconstruct Pitts Road from approximately Lakes of Katy Lane to 700 linear feet north of Clay Road, including the intersection and 900’ of Clay Road east of the intersection in Waller County, Texas, hereinafter called the “Project”;

2. The following sentences in Section 3(a) are amended to read as follows:

Original Language	Amended Language
The Engineer shall be entitled to payment of the lump sum amount of \$1,065,378.81 for services to perform the tasks delineated in Appendix A-1. ... The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the county shall not be obligated to pay in excess of	The Engineer shall be entitled to payment of the lump sum amount of \$1,568,910.81 for services to perform the tasks delineated in Appendix A-1. ... The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the county shall not be

\$184,602.17 for the services described in Appendix A-2.;	obligated to pay in excess of \$219,298.17 for the services described in Appendix A-2.;
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3. Section following sentence in 3(c) is amended to read as follows:

Original Language	Amended Language
It is expressly understood and agreed that the County has available the total maximum sum of \$1,249,980.98 as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement.	It is expressly understood and agreed that the County has available the total maximum sum of \$1,788,208.98 as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement.

4. Section 16.a is amended to read as follows:

Original Language	Amended Language
All formal notices and demands, and other papers or documents to be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.	All formal notices and demands, and other papers or documents to be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 836 Austin Street, STE 4300, Hempstead, TX 77445.

5. The Auditor's Certificate is wholly replaced as follows on the signature page hereto.

6. Appendix A-1 first paragraph is amended to read as follows:

Original Language	Amended Language
The proposed improvements include the widening of Pitts Road for 0.72 miles from Lakes of Katy Lane to the Pitts Road/Clay Road intersection. The project also includes the northern transition from the intersection to the existing Pitts Road as well as a traffic signal at the intersection, if warranted.	The proposed improvements include the widening of Pitts Road for 0.72 miles from approximately Lakes of Katy Lane to north of the Pitts Road/Clay Road intersection, including the transition back to the existing 2 lane road, and Clay Road from the County line to 900' east of the intersection, including the transition back to the existing 2 lane road.

	Project includes a traffic signal at the intersection, if warranted.
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7. Except as expressly amended by this Amendment, the Agreement is hereby reaffirmed and shall remain in full force and effect.
8. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which, taken together, shall constitute the executed Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective _____.

COUNTY:

WALLER COUNTY

Carbett "Trey" J. Duhon III, County Judge

Date

ENGINEER:

Schaumburg & Polk, Inc.

Mark Dessens

Date

ATTEST:

Debbie Hollan, County Clerk

Approved:

J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$1,788,208.98 to accomplish and pay the obligation of Waller County in the foregoing matter.

Alan R. Younts, County Auditor