

STATE OF TEXAS                    §  
   §  
COUNTY OF FORT BEND         §

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS 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 "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on October 13, 2015, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

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

1. County shall pay Contractor an additional fifty-one thousand five hundred fifty dollars and no/100 (\$51,550.00) for the additional Final Design and Construction Phase Services, and Survey, Metes & Bounds as described in the proposal dated April 19, 2016 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed seven hundred two thousand one hundred twenty-six dollars and 40/100 (\$702,126.40), authorized as follows:  
   \$650,576.40 under the Agreement; and  
   \$51,550.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

HUITT-ZOLLARS, INC.

\_\_\_\_\_  
Robert E. Hebert, County Judge

*Gregory R. Wine*  
\_\_\_\_\_  
Gregory R. Wine, P.E., LEED AP  
Senior Vice President

\_\_\_\_\_  
Date

*May 20, 2016*  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

\_\_\_\_\_  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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Amendment to Agreement for Professional Engineering Services

2013 Mobility Bond Project No. 13109

Page 2 of 2

# EXHIBIT A

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 1500 South Dairy Ashford • Suite 200 • Houston, TX 77077-3858 • 281.496.0066 phone • 281.496.0220 fax • huitt-zollars.com

April 19, 2016

Robert W. Barnett, P.E.  
Senior Project Manager  
LJA Engineering, Inc.  
2929 Briarpark Drive Suite 600  
Houston, Texas 77042-3703

Reference: Old Needville Fairchild Road  
Fort Bend County 2013 Mobility Bond Program

Subject: Proposal –Additional scope for Final Engineering, Bid & Construction phase

Dear Mr. Barnett,

Enclosed are Huitt-Zollars, Inc.'s proposed budget, manpower and direct expense breakdown and scope of services for completing the additional scope identified after the Preliminary Engineering has been performed to survey and prepare the metes & bounds of the existing temporary drainage ditches. Perform Final Engineering to deepen the ditches, Bid & Construction phase for the above referenced project.

Huitt-Zollars, Inc.'s proposed budgets for referenced project follow:

Phase 2 – Final Design Services	\$ 36,110.00
Phase 3 – Construction Phase Services	\$ 3,980.00
<b>Total Basic Services Fee</b>	<b>\$ 40,090.00</b>

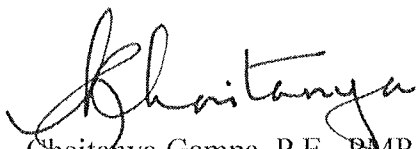
#### **Additional Services**

1) Survey, Metes & Bounds	\$ 11,460.00
<b>Total Additional Services Fee</b>	<b>\$ 11,460.00</b>

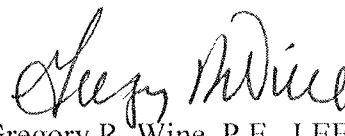
Our total proposed budget is estimated to be \$ 51,550.00. Detailed levels of effort are attached. Should you have any questions, or require additional information, please call. Thank you.

Upon receipt of a written notice to proceed, we will commence work. Thank you.

Sincerely,  
Huitt-Zollars, Inc.



Chaitanya Gampa, P.E., PMP  
Associate / Project Manager



Gregory R. Wine, P.E., LEED AP  
Senior Vice President



**KELLY R. KALUZA & ASSOCIATES, INC.**  
**Consulting Engineers & Surveyors**  
Engineering Firm No. F-1339  
Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
(281) 341-0808 ■ FAX (281) 341-6333

April 14, 2016

Ms. Chaitanya Gampa  
Associate/Project Manager  
Huitt-Zollars, Inc.  
1500 Dairy Ashford Road, Suite 200  
Houston, Texas 77077

**RE: Additional Survey Work Along Drainage Easements for Old Needville-Fairchild Road Project from Farm Market 361 to Needville Limit Line (Approximately 3.4 Miles), Fort Bend County, Texas**

Dear Ms. Gampa:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, and also to make available pertinent existing data.

Kelly R. Kaluza & Associates, Inc. proposes to provide the necessary surveying services to complete the following scope of work on the Project. The following scope of work consists of the professional surveying services to be provided to Huitt-Zollars, Inc., hereinafter called "CLIENT," by Kelly R. Kaluza & Associates, Inc., hereinafter called "SURVEYOR." The project for which these additional professional services are to be provided is topographic survey work and right-of-way acquisition survey maps for Old Needville-Fairchild Road from Farm Market 361 to Needville City Limits Line (approximately 3.4 miles), Fort Bend County Texas.

**I. Additional Easement Parcel Acquisition Work to Include:**

- Research and review descriptions of existing drainage easements provided by Fort Bend County;
- On-the-ground survey by field crew to obtain additional cross-section and flowline detail on two additional drainage ditches crossing four property owners from roadway to Fairchilds Creek;
- Office calculations necessary to check location of boundary lines in relation to features found during the course of the survey;
- Set boundary corner monumentation for drainage easement location;
- Prepare individual metes and bounds descriptions of drainage easement location;
- Prepare individual parcel maps of drainage easements on 8-1/2" x 11" legible print showing visual representation, as well as any other pertinent information that needs to be shown;
- AutoCAD drafting to add drainage easement location data to existing project survey base drawings and project right-of-way map work;
- Coordinate professional abstracting and title research for drainage easement acquisition with necessary work for road right-of-way acquisition from same ownership.

**I. Estimated Fees for  
Additional Parcel Acquisition Work = \$9,200.00**

Ms. Chaitanya Gampa  
Associate/Project Manager  
Huitt-Zollars, Inc.  
April 14, 2016  
Page Two (2)

The survey shall include the following deliverables:

- Copy of all survey notes;
- Plan view broken into 24" x 36" sheets;
- Vertical profiles, if requested, showing the existing center line of pavement, natural ground and flowline of road ditches;
- AutoCAD drawings files showing all collected data along with the required pen setting files; and
- Survey control map.

### **Additional Services**

If authorized by CLIENT, SURVEYOR will furnish the following Additional Services that are not considered part of the Basic Surveying Services Scope of Work. Additional Services beyond anticipated Additional Services shall be paid for on an hourly basis at the rate shown in the Schedule of Hourly Rates by Personnel Classification (Exhibit "A").

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME

It is understood that this proposal and fees do not include the following:

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, studies or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes and/or condemnation proceedings.
4. Assistance to CLIENT as an expert witness in any litigation with third parties, arising from the development or construction of the project.

### **Schedule**

Professional Services for the project can commence within ten (10) days of the receipt of a copy of this proposal signed by the CLIENT.

### **Summary of Compensation**

Surveying services to be provided under this contract shall be compensated as outlined below:

I.	Additional Easement Parcel Acquisition Work =	\$ 9,200.00
	<b>Total Surveying Fees =</b>	<b>\$ 9,200.00</b>

SURVEYOR will invoice CLIENT on a monthly basis for services rendered during the preceding month. Invoices will be based on the SURVEYOR'S estimate of percentage completion to date of invoice.

CLIENT agrees to remit SURVEYOR'S invoices in full within thirty (30) days of receipt of billing.

Ms. Chaitanya Gampa  
Associate/Project Manager  
Huitt-Zollars, Inc.  
April 14, 2016  
Page Three (3)

Total fees are based on estimated time for completion of all work described above and are **not to exceed** the specified amounts, provided that the Owner does not change or increase the scope of work. Additional services beyond those items described will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A."

Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Additionally, it is the desire of our firm to comply with other applicable Federal, State, County and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



Clarence L. Turner, R.P.L.S.  
President

LLT/lao

Attachment

Accepted - Title

Date

*Exhibit "A"*

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**  
Effective June, 2013

**KELLY R. KALUZA & ASSOCIATES, INC.**  
**CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

**ENGINEERING, SURVEYING, AND DRAFTING**

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

**ADDITIONAL EXPENSES**

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.**  
**Interest will be charged at the rate of 1.5% per month for late payments.**

**KELLY R. KALUZA & ASSOCIATES, INC.**  
*Consulting Engineers & Surveyors*  
Engineering Firm No. F-1339 Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
Phone: (281) 341-0808  
Fax: (281) 341-6333

*Rates Subject to Change*

06/13

# 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.**

Huitt-Zollars, Inc.  
Dallas, TX United States

**Certificate Number:**  
2016-59074

**Date Filed:**  
05/20/2016

**Date Acknowledged:**

**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.**

SOQ 14-025  
2013 Mobility - Old Needville Fairchilds Road (13109) Amendment to Agreement for Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zollars, Robert	Dallas, TX United States	X	
	Huitt, Larry	Dallas, TX United States	X	
	McDermott, Robert	Dallas, TX United States	X	
	Wall, Cliff	Dallas, TX United States	X	
	Congdon, James	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Cliff Wall*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cliff Wall, this the 20 day of May, 2016, to certify which, witness my hand and seal of office.

*Toni Lynn Hollingsworth*  
Signature of officer administering oath

Toni Lynn Hollingsworth  
Printed name of officer administering oath

*Executive Assistant*  
Title of officer administering oath