

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 Costello, 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 March 24, 2015, (hereinafter "Agreement") for Services to be provided under the Fort Bend County 2013 Mobility Bond Program – Gaston Road Segment 2 – Project No. 13310, pursuant to SOQ 14-025; and

WHEREAS, some of the Services to be provided under the Agreement are no longer necessary to be performed; and

WHEREAS, the parties desire to amend the Agreement reallocate the Services to a different Project and decrease the total Maximum Compensation available to perform the Services.

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


1. The Contractor shall render Services to County as defined in the Proposal dated June 20, 2016 attached as Exhibit "A" hereto and incorporated herein for all purposes, for the 2013 Mobility Bond Program – Spring Green – Project No. 13320x; and
2. County shall pay Contractor eleven thousand dollars and no/100 (\$11,000.00) of the remaining available funds for Services to be rendered as described in Exhibit "A".
3. The Maximum Compensation payable to Contractor for Services rendered under the Agreement and this Amendment is hereby reduced to one hundred nineteen thousand seven hundred forty-six dollars and 70/100 (\$119,746.70), allocated as follows:
 - \$418,460.00 originally authorized under the Agreement;
 - Less (\$108,746.70) for Services previously rendered under the Agreement;
 - (\$11,000.00) for Services to be rendered under this Amendment; and
 - (\$298,713.30) remaining amount reduced under this Amendment.
4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written amendment executed by the parties.

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

FORT BEND COUNTY

COSTELLO, INC.

Robert E. Hebert, County Judge



Raphael "Ralph" Saldana, P.E., Project Manager

Date

7-22-16

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 Edward Sturdivant, County Auditor

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EXHIBIT A



June 20, 2016

Fort Bend County Engineer's Office
Mr. J. Stacy Slawinski, P.E.
301 Jackson Street, Fourth Floor
Richmond, Texas 77469

RE: FBC Project 13320
Per Bid 16-075
Spring Green Boulevard NB Lane from S. Firethorne Road to Morgan Parkway
PROPOSAL TO ASSIST WITH SELECTIVE CPS

Dear Mr. Slawinski:

As requested, Costello, Inc. (CI) is hereby submitting a proposal for selective Construction Phase Service assistance for the Drainage and Paving Improvements for the referenced project. The general scope of work to be undertaken for construction is approximately 1,950 linear feet of the remaining half of the street section for Spring Green Boulevard. A description of scope follows:

Field Observation

CI will provide one field observation personnel to the project on a part time basis to assist Fort Bend County (FBC) undertaking the same scope in a limited basis. It is our understanding that Costello is part of a team to support the project. We will provide periodic field observation to document that the Contractor is following the design plans and project specifications. A daily field report will be generated for each day CI is present at the site. We will be available for special field meetings and inspections with the Contractor, City of Katy and Fort Bend County (FBC) personnel.

Duties/Deliverables

CI will undertake all RFI requests from the Contractor as well as review and distribute any special submittals from the Contractor. CI can also work with FBC in advance (if requested to do so) to preliminarily review and verify pay estimate progress quantities. It is our understanding that the formal processing of pay estimates and generating a certificate of completion is the responsibility of FBC. CI will assist FBC to schedule final inspections and requests for ultimate project acceptance from the City of Katy. Finally, CI will prepare Record Drawings for submittal to the City at the conclusion of the project.

Fee Estimate

The estimated fee will be billed "Time & Materials", not to exceed \$11,000.00. This budget includes mileage to and from the site at current reimbursement cost allocated by the IRS.

We appreciate the opportunity to submit this proposal. Please return a signed copy of this proposal, which will serve as authorization to proceed pending receipt of a schedule of construction from the Contractor.

Sincerely,
Costello, Inc.

A handwritten signature in blue ink, appearing to read "Raphael Saldana".

Raphael "Ralph" Saldana, P.E.
Project Manager

Signature of Authorized Agent

Printed Name

Date

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:
2016-89169

Date Filed:
07/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Costello, Inc.
Houston, 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.

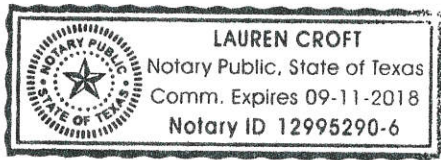
13310/13320x
Amendment to Agreement for Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Corbin, David	Houston, TX United States	X	
	Gallegos, Richard	Houston, TX United States	X	
	Puckett, Pamela	Houston, TX United States	X	
	Shepherd, DeKecha	Houston, TX United States	X	
	Hunt, David	Houston, TX United States	X	
	Hablinski, Chad	Houston, TX United States	X	
	Frank, Gregory	Houston, TX United States	X	
	Vanderwilt, Jon	Houston, TX United States	X	
	Wissel, Ralph	Houston, 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.



Ralph N. Wissel

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ralph N. Wissel, this the 22nd day of July, 2016, to certify which, witness my hand and seal of office.

Lauren Croft

Signature of officer administering oath

Lauren Croft

Printed name of officer administering oath

Asst.
Proj. Coordinator

Title of officer administering oath